

**BOARD OF COUNTY COMMISSIONERS  
PINELLAS COUNTY, FLORIDA**

DEPARTMENT OF PUBLIC WORKS  
440 COURT STREET  
CLEARWATER, FL 34616  
PHONE: (813) 464-3251

COMMISSIONERS

ROBERT B. STEWART - CHAIRMAN  
BARBARA SHEEN TODD - VICE CHAIRMAN  
CALVIN D. HARRIS  
SALLIE PARKS  
STEVE SEIBERT

September 9, 1998

Mr. Costa Vatikiotis, City Manager  
City of Tarpon Springs  
P.O. Box 5004  
Tarpon Springs, FL 34688-5004

**RECEIVED**

**SEP 10 1998**

**CITY MANAGER  
CITY OF TARPON SPRINGS**

RE: Interlocal Agreement between the City of Tarpon Springs and Pinellas County for Development and Construction of a Spoil Site for the Dredging of Anclote River by the U.S. Corps of Engineers.

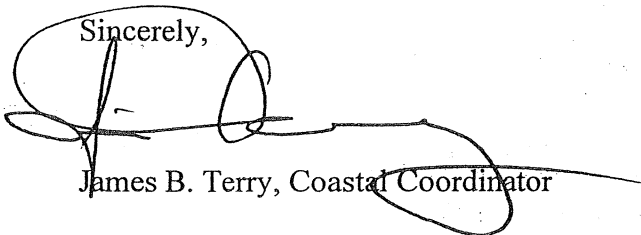
Dear Mr. Vatikiotis:

Enclosed is one (1) finalized original of the above mentioned Agreement for filing with the City Clerk's Office. Another original has been filed by the Clerk of the Circuit Court.

Please note that the County has received a City submitted invoice for this project last week. This invoice will be presented to the Board's upcoming September 15th meeting for final approval.

If you have any question regarding this letter, please contact me at 464-3665.

Sincerely,



James B. Terry, Coastal Coordinator

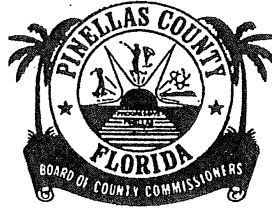
COPIES  
CITY COMMISSION  
CITY CLERK ← INCOMING  
CITY ATTY  
CITY MGR

DATE 9-10-98

ATTACHMENT K



*PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,  
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE  
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE  
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW*



# **INTERLOCAL AGREEMENT**

**BETWEEN THE**

**CITY OF TARPON SPRINGS**

**AND**

**PINELLAS COUNTY**

**FOR**

**DEVELOPMENT AND CONSTRUCTION OF A SPOIL SITE**

**FOR THE**

**DREDGING OF ANCLOTE RIVER**

**BY THE U.S. CORPS OF ENGINEERS**

*AGREEMENT PREPARED BY  
PINELLAS COUNTY ENGINEERING DEPARTMENT  
INFORMATION SYSTEMS*

**SECTION 1  
INTENTION OF AGREEMENT**

**THIS INTERLOCAL AGREEMENT**, entered into pursuant to Chapter 163.01, Florida Statutes, this 25<sup>TH</sup> day of August, 1998, by and between PINELLAS COUNTY, FLORIDA, a charter County, hereinafter referred to as the COUNTY, and the City of Tarpon Springs, a municipality incorporated under the laws of the State of Florida, hereinafter referred to as the CITY.

**WITNESSETH**, That:

**WHEREAS**, the U.S. Army Corps of Engineers, hereinafter called the CORPS, together with the CITY and the COUNTY, share a mutual interest in improving conditions within the Anclote River Navigation Channel, hereinafter called CHANNEL; and

**WHEREAS**, the CORPS plans to perform maintenance dredging operation to improve condition in the CHANNEL, hereinafter called the PROJECT; and

**WHEREAS**, the CITY is acting as local sponsor of the PROJECT; and

**WHEREAS**, the COUNTY's Capital Improvement Budget contains funding for the specific purpose of enhancing the useability of public waterway navigation channels, for which the PROJECT qualifies; and

**WHEREAS**, the COUNTY and the CITY desire to coordinate and cooperate in their efforts to enhance the useability of the CHANNEL; and

**NOW, THEREFORE**, the COUNTY and the CITY, in consideration of the mutual benefit and promises herein contained, and for other good and valuable considerations, receipt of which is hereby acknowledged by all parties, it is hereby agreed by and between the parties as

**SECTION 2  
TERM**

The term of this Interlocal Agreement shall be the date this Agreement is executed through 8-25-99, after which it may be extended by the mutual written agreement of both parties.

**SECTION 3  
SERVICES PROVIDED BY THE CITY**

The CITY will execute the local sponsor's contract with the CORPS. As local sponsor of the PROJECT, the CITY is responsible for designing and constructing the spoil site required by the PROJECT. The CITY agrees to be responsible for the costs of any services NOT specifically outlined in the Agreement.

**SECTION 4  
PROJECT FUNDING**

- 4.1 The COUNTY agrees to reimburse the CITY for one hundred percent (100%) of the costs incurred for the design and construction of the spoil site required by the PROJECT, up to \$659,000. In no event shall the actual cost to the COUNTY exceed \$659,000 without an Amendment to the Agreement being approved by the Board of County Commissioners. Actual costs will not be determined until completion and acceptance of PROJECT construction.
- 4.2 The CITY will advance payment for all design and construction costs. The CITY is responsible for all costs that exceed \$659,000, except as provided for under Section 4.1.
- 4.3 Upon the CITY's final payment to the Contractor for construction of the PROJECT, the CITY, shall within three hundred sixty (360) days, have its final and complete billing delivered to the COUNTY of all costs incurred in connection with the work performed hereunder. All cost records and accounts shall be subject to audit by a representative of the COUNTY for a period of three (3) years after the Board's final payment on this project.
- 4.4 The parties recognize and accept the funding restrictions as set forth in Section 129.07, Florida Statutes (1995), which may affect the COUNTY's obligations hereunder, which states: "It is unlawful for the Board of County Commissioners to expend or contract for the expenditure in any fiscal year more than the amount budgeted in each fund's budget, except as provided herein, and in no case shall the total appropriations of any budget be exceeded, except as provided in s. 129.06, and any indebtedness contracted for any purpose against either of the funds enumerated in this chapter or for any purpose, the expenditure for which is chargeable to either of said funds, shall be null and void, and no suit or suits shall be prosecuted in any court in this state for the collection of same, and the members of the Board of County Commissioners voting for and contracting for such amounts and the bonds of such members of said boards also shall be liable for the excess indebtedness so contracted for".

**SECTION 5  
PAYMENT SCHEDULE**

- 5.1 The COUNTY shall make payments to the CITY for invoiced work in accordance with §218.70, et. seq., the Florida Prompt Payment Act.

- 5.2 The CITY may invoice the COUNTY on a monthly basis for reimbursement of the costs outlined as COUNTY portion of the PROJECT under Section 4.2 during construction of the improvements. Copies of the contractor's approved Pay Requests shall be attached as back up for the request.
- 5.3 All invoices shall be mailed to the COUNTY'S Designee:

Mr. Jim Terry, Chief  
Coastal Management and Information Systems  
Pinellas County Engineering Department  
440 Court Street; 4th Floor  
Clearwater, Florida 33756  
(813) 464-3251

#### SECTION 6 ADDITIONAL SERVICES

The COUNTY or the CITY shall not enter into ADDITIONAL SERVICES that would require COUNTY or CITY reimbursement without advance written approval by the COUNTY or the CITY.

#### SECTION 7 COMMENCEMENT AND TERMINATION OF AGREEMENT

This Agreement shall take effect upon being executed by the parties and shall be terminated upon the earlier of mutual consent of the parties or performance of the parties obligations hereunder. If terminated prior to completion of the work, the COUNTY's obligations shall not exceed the contract amount or benefits received to the COUNTY, whichever is less.

#### SECTION 8 MISCELLANEOUS PROVISIONS

- 8.1 Any amendment to or modification of this Agreement or any alteration, extension, supplement or change of time or scope of the work shall be in writing and signed by both parties.
- 8.2 Any notice or other document which either party is required to give or deliver to the other shall be given in writing and served either personally or given by prepaid certified mail, return receipt requested, or by any delivery service from which a receipt might be obtained, and addressed as follows:

Mr. James B. Terry, P.G.  
Pinellas County Engineering Department  
440 Court Street; 4th Floor  
Clearwater, Florida 33756  
(813) 464-3665

Mr. Costa Vatikiotis, City Manager  
City of Tarpon Springs  
Post Office Box 5004  
Tarpon Springs, FL 34688-5004  
(813) 938-3711

- 8.3 If any word, clause, sentence or paragraph of the Agreement is held invalid, the remainder of this Agreement will continue to conform to the terms and requirement of the applicable law and interest of the parties.
- 8.4 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.
- 8.5 Nothing herein shall be construed to create any third party beneficiary rights in any person not a party to this Agreement.

**SECTION 9  
ENTIRE AGREEMENT**

This document embodies the whole Agreement of the parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreements, whether written or verbal, between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their duly authorized officers, and their official seals hereto affixed, the day and year first above written.

CITY OF TARPON SPRINGS, a municipal corporation of the State of Florida

PINELLAS COUNTY, a political subdivision of the State of Florida

By: *Capt. Matthew* 7-22-98  
City Manager Date

By: *Barbara Green Jedd*  
Chairman Date

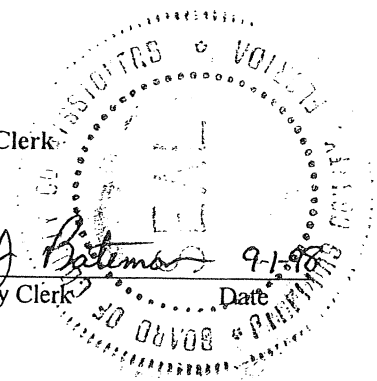
ATTEST

ATTEST

Karleen F. DeBlaker, Clerk

By: *Larry M. Alessi* 7/22/98  
City Clerk & Collector Date

By: *Dandy Bateman* 9-1-98  
Deputy Clerk Date



APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: *[Signature]* 7/28/98  
City Attorney Date

By: *Carol B. Abernathy*  
County Attorney Date