



Project Administration Department

324 East Pine Street
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Memorandum

Date: July 10, 2017
To: Mark LeCouris, City Manager
From: Bob Robertson, Project Administration Department Director
Subject: Amendment to Interagency Agreement between City of Tarpon Springs and Pinellas County School Board – Swimming Pool Project

Recommendation

Approval of the City Board of Commissioners for the Mayor or City Manager to execute the attached amendment to the subject agreement is recommended.

Background

On January 26, 2016, the City entered into an agreement with the Pinellas County School Board (*Interagency Agreement Between the School Board of Pinellas County and The City of Tarpon Springs Regarding Tarpon Springs High School Pool Facilities*). In this original agreement, the parties agreed to certain terms related to responsibilities for capital costs, operation and maintenance costs, and a reimbursement payment schedule and for a proposed swimming pool to be built on property owned by the School Board (Tarpon Springs High School).

The attached amendment captures some “housekeeping” items that were not included in the original agreement or that require amendment as summarized below:

- Establishes that design and permitting costs are to be paid by the City.
- Establishes that contract documents are to be owned by the City.
- Establishes that certain site development (stormwater pond relocation) is to be completed by City staff.
- Establishes an amended payment schedule to reflect current schedule projection.

Attachment

AMENDMENT TO INTERAGENCY AGREEMENT

THIS AMENDMENT TO AGREEMENT, **Amendment No. 1**, made and entered into this **25 day of July, 2017**, by and between THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA, hereinafter referred to as the "Board," and **CITY OF TARPON SPRINGS, FLORIDA**, a municipality organized and operating under Florida Law hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, on January 26, 2016, the Board and the City entered into an Agreement which provided for the City and the Board to enter into a Joint Use Area "JUA" agreement for 50 years for the construction of a swimming pool on the property of Tarpon Springs High School 1411 Gulf Road, Tarpon Springs Florida for the mutual benefit of the parties and desires to pay a portion of the future costs of the operations of the pool, and

WHEREAS, the City agreed to reimburse the Board for the full cost of the construction of the swimming pool with cost not exceeding One Million Five Hundred Thousand Dollars (\$1,500,000); and

WHEREAS, the City will submit reimbursement to the Board over the course of time, not to exceed three (3) fiscal years, wherein the City shall remit the first one-third (1/3) of the total cost no later than September 30, 2017, the second one-third (1/3) of the total cost no later than September 30, 2018 and the final one-third (1/3) of the total cost no later than September 30, 2019.

NOW, THEREFORE, the Board and the City agree as follows:

- A. The City shall reimburse the Board for the cost of the design and construction of the swimming pool and its amenities with cost not exceeding One Million Seven Hundred Thousand Dollars (\$1,700,000); as part of this Amendment to Agreement. Within the not to exceed cost of One Million Seven Hundred Thousand Dollars (\$1,700,000) shall be

a Two Hundred Thousand Dollar (\$200,000) not to exceed cost for design services, surveys, soil testing, and printing.

- B. If the total cost of design, surveys, soil testing, printing, permitting, and construction exceeds One Million Seven Hundred Thousand Dollars (\$1,700,000) or if the construction cost exceeds One Million Five Hundred Thousand Dollars (\$1,500,000) the City may elect to cancel the project, or defer the project to a future time. If the City does not proceed with the project the City shall reimburse the Board for the documented invoiced, and paid cost incurred from the design, surveys, soil testing, printing, and the Construction Manager preconstruction services of the proposed pool and its amenities. If the project is canceled the Board shall provide the City all construction documents, bid documents, Guaranteed Maximum Price proposal and any other documents generated during the Pre-Construction, Design, or Permitting Phases.
- C. The City shall provide their own work forces to relocate the existing retention pond and stormwater conveyance infrastructure for the proposed pool and its amenities.
- D. Delays to the project schedule shall require a new reimbursement payment schedule which was previously stated in the original agreement in Paragraph 5 Improvement Of Property. The new payment schedule shall be reimbursement to the Board over the course of time, not to exceed three (3) fiscal years, wherein the City shall remit the first one-third (1/3) of the construction cost no later than December 30, 2017 or following the issuance of a Certificate of Substantial Completion, whichever is later, the second one-third (1/3) of the total cost no later than

December 30, 2018 and the final one-third (1/3) of the total cost no later than December 30, 2019.

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IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first written.

THE SCHOOL BOARD OF PINELLAS COUNTY, FLORIDA

By: _____
Peggy L. O'Shea, Chairperson

Attest: _____
Michael A. Grego, Ed.D.
Superintendent

Approved as to Form:

School Board Attorney

CITY OF TARPON SPRINGS FLORIDA

By: _____

Title: _____

print or type name

Approved as to Form:

City Attorney