



# 2016 Adopt-A-Pond Policies and Agreement



Thank you for your interest in the Adopt-A-Pond program!

## **PURPOSE AND INTENT:**

The purpose and intent of Adopt-A-Pond is to create partnerships between Pinellas County and its residents to improve the function of stormwater ponds in order to improve water quality, restore habitat, improve drainage, and increase environmental stewardship.

The Pinellas County Board of Commissioners implemented a Surface Water Assessment and Fee in unincorporated Pinellas County effective October 1, 2013. The Surface Water Governance Study for Pinellas County recommended the return of the Adopt-A-Pond program as a vehicle by which Pinellas County could achieve higher functioning stormwater ponds. The Surface Water Assessment and Fee funds the Adopt-A-Pond program.

## **INITIAL CRITERIA FOR CONSIDERATION:**

1. Ponds must be wholly privately owned and entirely located within unincorporated Pinellas County.
2. The pond must connect to Pinellas County's Municipal Separate Storm Sewer System (MS4) or a receiving waterbody.
3. Ponds may be prioritized based on receiving waterbody impairment, impact to the MS4, local flooding issues, and cost efficiencies.
4. Appropriate access rights, as determined by Pinellas County, must be granted to perform work related to the Adopt-A-Pond program.
5. No protected conservation areas are eligible for the program.
6. Ponds must be substantially in compliance with all associated site plans and permits.
7. Ponds in the Adopt-A-Pond program are not eligible for a Surface Water Mitigation Credit during the term of this Agreement. If the stormwater management system is receiving a Credit, the pond is not eligible for Adopt-A-Pond.
8. No Pond Group Member or pond property owner can be in litigation with Pinellas County.

### PLEASE ADDRESS REPLY TO:

Natural Resources / Watershed Management 22211 US Hwy 19 N. – Bldg 10, Clearwater, FL 33765  
Phone: 727/464-4425 Fax: 727/464-4403 Website: [www.pinellascounty.org/watershed](http://www.pinellascounty.org/watershed)



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## **I. PRIOR TO ACCEPTANCE INTO THE ADOPT-A-POND PROGRAM, GROUP MEMBERS SHALL:**

1. Form a Pond Group, which consists of at least 50% of the pond owners or four people from two households of pond owners, whichever is greater. In accordance with Section III. below, Pond Group Members commit to volunteering hours for pond activities such as planting native plants, trash pickup, hand-pulling weeds, attending educational events, etc.
2. Choose a Pond Group Representative to coordinate pond activities and represent the pond group in all matters pertinent to the Adopt-A-Pond program.
3. The Pond Group Representative shall participate in an initial pond walk with County staff and complete an Initial Pond Inspection Checklist.
4. The majority of Pond Group Members must attend an introductory presentation of the Adopt-A-Pond program provided by Pinellas County.
5. All Pond Group Members must sign the Agreement Responsibilities form provided by Pinellas County.
6. If Home Owners Association (HOA) property is adjacent to or is needed for access, an HOA current Board Member must sign this Agreement and other necessary forms provided by Pinellas County.
7. Mark all storm drains in the neighborhood with kits provided by Pinellas County and distribute door hangers to all neighborhood properties as designated by staff.
8. Complete a Pond Management Plan that includes a long-term maintenance plan for the pond.
9. Allow County staff access to property as needed in accordance with any access agreements entered into between Pond Group Members and the County.

## **II. CLEANUP AND/OR PLANTING EVENTS:**

1. At Pinellas County's discretion, each Pond Group may receive one cleanup if the cleanup is necessary to meet program goals and can be performed in a safe and cost-effective way. This is only one aspect of the program and may not be necessary in all cases.
2. Pond Group Members and volunteers will conduct a planting of native vegetation following the outline in the planting plan.
3. Pinellas County's Adopt-A-Pond program will provide Pond Groups with up to \$1,000.00 of native plants, if needed, at the initial planting/cleanup day. The quantity of plants will be determined by Pinellas County.
4. Qualifying Pond Groups may be eligible for additional quantities of native plants up to \$400.00/year.

## **III. TO REMAIN IN THE ADOPT-A-POND PROGRAM, POND GROUP MEMBERS SHALL:**

1. Attend and participate in the Pond Group's neighborhood pond planting(s).
2. Coordinate and participate in workdays to remove nuisance plants and trash.
3. Submit at least two Workday Reports a year.
4. Work in daylight in a safe and responsible manner during pond workdays, avoid heavy and/or hazardous items and inclement weather, and provide one adult supervisor for every five participating youths.
5. Maintain a shoreline free of exotic and invasive species. Use the Florida Exotic Pest Plant Council list for help.
6. Attend the annual Lakes & Ponds Education Day event.
7. Abide by Pinellas County's Fertilizer Ordinance and all Best Management Practices (BMPs) within Ordinance.
8. Only use herbicides as recommended by Adopt-A-Pond literature and/or County staff. Only use herbicides in accordance with label directions.
9. Pinellas County may require a Pond Group to provide additional assurance that Pond Group Members will fulfill their responsibilities under the program to be determined on a case-by-case basis.

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10. Reapplication: A Pond Group may reapply for the program or a new group may adopt a previously adopted pond. All policies and procedures must be followed accordingly. Reapplication will not be accepted within the initial five-year term of the Agreement. Pinellas County shall determine if a Pond Group that has been removed from the program shall be allowed to return to the program.

## IN ADDITION TO THE RESPONSIBILITIES LISTED ABOVE, THE POND GROUP REPRESENTATIVE SHALL:

11. Represent the Pond Group in all matters pertinent to the Adopt-A-Pond Program.
12. Send notification to all Pond Group Members and pond property owner(s) prior to each pond event.
13. Be ultimately responsible for submission of Workday Reports throughout the Agreement period.

## **IV. PINELLAS COUNTY SHALL:**

1. Provide educational materials, pond management guidance, and plant identification assistance.
2. Provide storm drain marking kit.
3. Provide written confirmation of adoption into the program.
4. Allow Pond Group Members access to Pinellas County property, easements, or other areas over which Pinellas County has obtained right of access, if the County determines such access is necessary for purposes of this Agreement and grants written approval for such access.
5. Provide a one-time cleanup of the pond, if feasible, necessary, and cost effective to meet program goals.
6. Provide native plants.

## **V. DISCLAIMER**

No actions the County performs under this Agreement, including clean-up or planting activities, shall constitute County acceptance of any underlying dedication or easement related to the pond or its appurtenances.

## **VI. TERM PROVISIONS:**

This Agreement shall remain in effect for a five-year period beginning on the date of application approval. If a Pond Group would like to be considered for further program benefits after the five-year agreement period, they shall reapply. During the term of this agreement, ponds will not qualify for a Surface Water Mitigation Credit.

## **VII. INDEMNIFICATION:**

Each Pond Group Member individually agrees that he or she is not acting as an officer, agent, representative, or employee of Pinellas County for purposes of this Agreement and agrees to indemnify and hold harmless other property owners, Pinellas County and their officers, agents and employees, from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by him or her during performance under this Agreement.

This section does not constitute a waiver of sovereign immunity by Pinellas County or extend the limits of liability beyond those established in Section 768.28, Florida Statutes. Pinellas County shall have no obligation at anytime to maintain any work and improvements made therein or benefits conferred therein to the Pond Group, the associated pond and surrounding pond properties as delineated in this Agreement.

## **VIII. TERMINATION:**

Pinellas County may terminate this Agreement in its sole discretion at any time with or without cause upon written notice to the Pond Group Representative.

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