

Barbara

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DEC 1 1992

P.C.W.S. ENGR. DIV.

No. 23
BCC 11-24-92
9:31 A.M. Lutzmann

#23 INTERLOCAL AGREEMENT WITH CITY OF ST. PETERSBURG BEACH FOR RECLAIMED WATER SYSTEM - APPROVED FOR EXECUTION

County Administrator Fred E. Marquis recommended that an Interlocal Agreement with the City of St. Petersburg Beach for a reclaimed water system be approved for execution.

In his memorandum of November 18, 1992, Mr. Marquis indicated, in part, that the agreement is supplemental to an interlocal Reclaimed Water Service Agreement dated September 24, 1991, entered into by Pinellas County and the Cities of St. Petersburg Beach and South Pasadena; that the City of St. Petersburg Beach is presently installing a reclaimed water system and the Pinellas County Water System will provide construction, maintenance and customer services to the City; and that the City shall pay the actual cost incurred by the County in providing the aforesaid services.

Commissioner Todd moved, seconded by Commissioner Seibert and carried, that the Interlocal Agreement be approved for execution as recommended by the County Administrator.

TO: Honorable Chairman and Members of the
Board of County Commissioners

FROM: Fred E. Marquis
County Administrator

SUBJECT: Interlocal Agreement with St. Petersburg Beach
for Reclaimed Water System
653-973410-0399

DATE: November 18, 1992

RECOMMENDATION:

It is recommended that the Board of County Commissioners approve and authorize the Chairman to execute the Interlocal Agreement for reclaimed water services between Pinellas County and the City of St. Petersburg Beach.

DESCRIPTION:

This agreement is a supplement to an interlocal Reclaimed Water Service Agreement dated September 24, 1991 entered into by St. Petersburg Beach, South Pasadena and Pinellas County. (See copy attached.)

St. Petersburg Beach is presently installing a reclaimed water system and Pinellas County Water System will provide construction, maintenance and customer services to the City. For the services described the City shall pay the actual cost incurred by the County. The parties deem it to be in the public interest that the County provide these services.

INTERLOCAL AGREEMENT
RECLAIMED WATER SYSTEM

THIS AGREEMENT, is made and entered into this 24th day of November, 1992, by and between PINELLAS COUNTY, a political subdivision of the State of Florida; (hereinafter referred to as "County"), and the CITY OF ST. PETERSBURG BEACH, (hereinafter referred to as "City"), a municipal corporation, State of Florida.

WHEREAS, the parties have entered into an interlocal "Reclaimed Water Service Agreement" dated September 24, 1991, and this Agreement is intended to supplement the agreements contained therein between Pinellas County and St. Petersburg Beach, and

WHEREAS, the County presently maintains a potable water distribution system within the public right-of-ways located within the City, and

WHEREAS, the parties deem it to be in the public interest that the County provide construction, maintenance and customer services to the City.

NOW, THEREFORE, the parties agree as follows:

1. Upon request of the City, the County agrees to supply administrative and management services to the City for the design, bidding, construction, installation, and inspection of the construction of the reclaimed water system contemplated under this Agreement. After construction is completed, the County agrees to supply management service to continuously operate and maintain the reclaimed water system throughout the term of this Agreement. Such

RECORDING
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BY
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CITY
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M.F.
REV
TOTAL MC

Interlocal Nov. 18, 1992

RETURN TO
Records Department
Board of County Commissioners

KARLEEN F. DEBLAKER, CLERK
RECORD VERIFIED BY: *M*

services will be provided as an agent for and under the direction of designated City personnel.

2. After construction of the reclaimed water system, the County shall provide all services for the repair or replacement of reclaimed water facilities; and all repair and replacement work shall be consistent with the standards adopted by the County for the maintenance of its own potable water system throughout the County. The County will make connections and discontinue connections to the system as directed by the City.

3. The County agrees to provide services for customer record keeping, billing, collection and other customer service needs for the reclaimed water system on behalf of the City. Services will be provided under the same terms as stated in the Agreement between the City and the County dated October 5, 1982, or any subsequent revision thereof.

4. On occasion, the County may contract for repair or replacement work to the potable water system facilities situated within the City. On those occasions, the County and City may agree to have the County construct reclaimed water facilities simultaneous with the repair or replacement work planned for the potable water system. By cooperating, the County and City will reduce the occasions on which construction and trenching work will have to occur within the right-of-way and should also reduce costs of constructing the reclaimed water system. In the event this condition occurs, the County shall provide sufficient information to the City for it to determine that it is cost efficient to have

the reclaimed water system work done under the County contract, to obtain the approval of the City Commission, and to waive the bid requirements if necessary.

5. For the services described in paragraphs 1, 2 and 4, the City shall pay the actual cost incurred by the County. "Actual cost" shall include reasonable and necessary direct and indirect costs related to initial construction, improvements, operation, maintenance, renewals and replacement and reclaimed water administrative costs incurred by the County.

The County will keep specific cost centers for all of its activities on behalf of the City to enable specific cost control and audit information on all efforts undertaken on behalf of the City's reuse water system. The County will have an audit performed annually on all activities undertaken by the County on the City's reclaimed water system and a report will be issued by an independent CPA firm. Adjustments will be made for any inaccuracies in billing or cost allocation on an annual basis as a result of the annual audit.

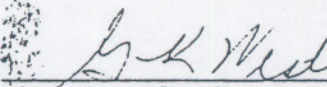
6. The County shall bill the City monthly for costs incurred by the County for the preceding month and the City shall pay the bill rendered to the County within thirty (30) days from receipt of bill.

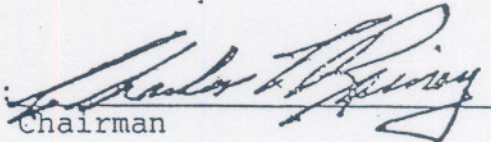
7. The term of the Agreement shall be for five (5) years. It may be terminated at any time by either party by giving the other party a written notice of termination at least ninety (90) days prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

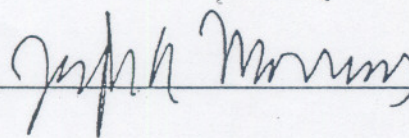
ATTEST:
KARLEEN F. DE BLAKER
Clerk of the Circuit Court

PINELLAS COUNTY, FLORIDA
Acting by and through its
Board of County Commissioners

BY: 
Deputy Clerk

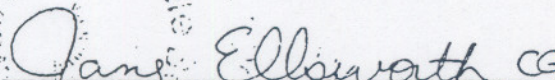
BY: 
Chairman

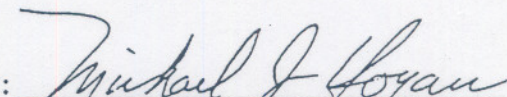
Approved as to form:
Office of the County Attorney

BY: 

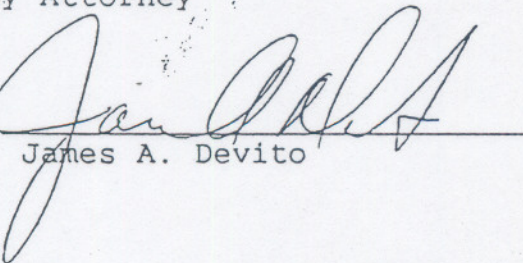
ATTEST:

CITY OF ST. PETERSBURG BEACH
PINELLAS COUNTY, FLORIDA

BY:  CG
Jane Ellsworth, City Clerk

BY: 
Michael J. Horan, Mayor

Approved as to form:
City Attorney

BY: 
James A. Devito