

Post-it® Fax Note 7671		Date: 5/28/03	# of pages: 7
To: Karen Marcellus	From: Dawn B.		
Co./Dept.	Co. Board Records		
Phone #	Phone # 43458		
Fax #	Fax #		

No. 29
 BCC 11-4-97
 9:35 A.M. Howe

Comes Comp.

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

County Administrator Fred E. Marquis recommended approval of an Interlocal Agreement with the City of St. Pete Beach for Reclaimed Water System, which renews the previous Interlocal Agreement executed on November 24, 1992.

Responding to queries by Chairman Stewart, Director of Utilities Pick Talley advised that the renewal agreement had not been written for a specified term and provides for termination by either party with 90 days notice; whereupon, Mr. Marquis explained that the City is currently conducting a study to determine the feasibility of transferring the program to the County; and that the termination clause provides the flexibility to accommodate this transfer if the City decides to do so.

Upon query by Commissioner Todd, Mr. Talley related that the City's residents had passed a referendum approving the use of City revenues to construct a reclaimed water system; and that connection to the system is on a voluntary basis.

Commissioner Todd moved, seconded by Commissioner Seibert and carried, that the recommendation of the County Administrator be approved.

**INTERLOCAL AGREEMENT
RECLAIMED WATER SYSTEM**

THIS AGREEMENT, is made and entered into this 4th day of November, 1997, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "County"), and the CITY OF ST. PETE BEACH, (hereinafter referred to as "City"), a municipal corporation, State of Florida.

WHEREAS, the parties have entered into an "Interlocal Agreement Reclaimed Water System" on November 24, 1992, for a five-year term, and

WHEREAS, the parties deem it to be in the public interest to renew the Agreement with modifications and,

WHEREAS, the parties have entered into an interlocal "Reclaimed Water Service Agreement" dated September 24, 1991, as amended and **this Agreement is intended to supplement the agreements contained therein between Pinellas County and St. Pete 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 continue to 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 management service to continuously operate and maintain the reclaimed water system throughout the term of this Agreement.

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

2. 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 June 15, 1993, 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 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 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.

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. This Agreement 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. DEBLAKER
Clerk of the Circuit Court

By: *Debra R. Barnes*
Deputy Clerk 11/6/97

Approved as to form:
Office of the County Attorney

By: *Debra Narvon*

ATTEST:

By: *Samala Bell*
Acting City Clerk

Approved as to form:
City Attorney

By: *J. A. West*

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

By: *Robert B. Stewart*
Chairman

CITY OF ST. PETE BEACH
PINELLAS COUNTY, FLORIDA
By: *Kevin A. Finch*
Kevan A. Finch, Mayor