

No. 28
B.C.C. 9-24-91
9:30 A.M. - WATHEN

Carles Camp

#28 RECLAIMED WATER SERVICE AGREEMENT BETWEEN PINELLAS COUNTY, THE CITY OF ST. PETERSBURG BEACH AND THE CITY OF SOUTH PASADENA FOR DEVELOPMENT OF RECLAIMED WATER REUSE FACILITIES AND SUPPLY OF RECLAIMED WATER - APPROVED FOR EXECUTION

County Administrator Fred E. Marquis recommended approval of a Reclaimed Water Service Agreement between Pinellas County, the City of St. Petersburg Beach and the City of South Pasadena for the development of reclaimed water reuse facilities and the supply of reclaimed water.

In his memorandum of September 18, 1991, Mr. Marquis indicated, in part, that the agreement provides the City of St. Petersburg Beach will be the lead applicant for all matters relating to the grants and loans associated with the project and will initiate the project design through its consulting engineers, Camp, Dresser and McKee; that it is further provided that the County will represent the interests of Tierra Verde with respect to design and construction of the project, and will further supply reclaimed water to the City of St. Petersburg Beach, City of South Pasadena and Tierra Verde; and that the City of St. Petersburg Beach, City of South Pasadena and Tierra Verde will pay a volume rate for the reclaimed water to the County which will include the cost of operation and maintenance of the transmission system, trunk system and distribution system.

Commissioner Tyndall moved, seconded by Commissioner Chesnut and carried, that the Reclaimed Water Service Agreement be approved for execution as recommended by the County Administrator.

9-26

12 0. and 3 partially executed agreements picked up by Sheryl Selman, System

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

FROM: Fred E. Marquis, County Administrator

SUBJECT: Approval of Interlocal Agreement between
Pinellas County and City of St. Petersburg Beach
For Development of Reclaimed Water Reuse Facilities
and Supply of Reclaimed Water

DATE: September 18, 1991

RECOMMENDATION:

It is recommended the Board approve the Interlocal Agreement between Pinellas County and the City of St. Petersburg Beach for Development of Reclaimed Water Reuse Facilities and Supply of Reclaimed Water with authorization for the Chairman to sign and the Clerk to attest the Agreement.

DESCRIPTION AND ANALYSIS:

Several months ago, the City of St. Petersburg Beach through its consulting engineers, Camp, Dresser and McKee, approached Pinellas County with a proposal to develop reclaimed water reuse facilities to serve St. Petersburg Beach, City of South Pasadena and Terre Verde with Pinellas County providing reclaimed water for reuse within these communities from its South Cross Bayou Wastewater Treatment Facility.

The intent of the proposal was for each of these communities, City of St. Petersburg Beach, City of South Pasadena and Terre Verde to fund their proportionate share of the cost of the transmission facilities, trunk mains and the distribution facilities which would serve their communities. Pinellas County would provide the reclaimed water to serve these communities.

From Pinellas County's perspective this project is attractive in two ways: (1) Pinellas County Water System provides water service to these three communities. Providing reclaimed water to the communities will reduce the demand on the potable water resources for irrigation needs within these communities; (2) reclaimed water facilities for these communities would provide Pinellas County with an environmentally sound alternative to dispose of reclaimed water from the South Cross Bayou Wastewater Treatment Facility. In addition, this project addresses the Board's desire to make reclaimed water from its wastewater treatment facilities available for reuse in the community.

To help defray the local government costs of this project, the City of St. Petersburg Beach applied for grants to support the project from the Southwest Florida Water Management District and further sought low interest loans from the State of Florida Department of Environmental Regulation. Both agencies view

the project very favorably and intend to award grants and loans to the government participators in this reclaimed water reuse project. Due to Terre Verde not being an incorporated municipality, and in its desire to support this project, Pinellas County has agreed to act on behalf of Terre Verde in securing loans and grants and pursuing the project through design and construction. It is the intent of the Pinellas County Sewer System, in agreement with the Terre Verde Homeowners Association, to recover Terre Verde's share of the cost of the project through a special assessment.

The Agreement before the Board for consideration provides that the City of St. Petersburg Beach will be the lead applicant for all matters related to the grants and loans associated with this project. The City of St. Petersburg Beach will initiate the project design through their consulting engineers, Camp, Dresser and McKee. It is further provided Pinellas County will represent the interests of Terre Verde with respect to design and construction of the project, and will further supply reclaimed water to the City of St. Petersburg Beach, City of South Pasadena and Terre Verde. The City of St. Petersburg Beach, City of South Pasadena and Tierra Verde will pay a volume rate for the reclaimed water to Pinellas County which will include the cost of operation and maintenance of the transmission system, trunk system and distribution system. The volume rate for reclaimed water will be established at a later date for approval by the Board.

The Agreement further provides a "Not to Exceed" cost for Pinellas County acting on behalf of Terre Verde, estimated to be \$2,700,000.00, which includes design and construction of the proportionate share of the transmission and trunk system and the full cost of the distribution main pipe lines for Terre Verde. These costs will be recovered from Terre Verde through a special assessment project.

The Director of Utilities and Director of Sewer System join me in recommending the Board approve the Interlocal Agreement between Pinellas County and the City of St. Petersburg Beach, for development of reclaimed water facilities and the supply of reclaimed water.

CONOC.3/15
9/23/91

RECLAIMED WATER SERVICE AGREEMENT
BETWEEN PINELLAS COUNTY, ST. PETERSBURG BEACH
AND SOUTH PASADENA

This AGREEMENT, made and entered into this 24th day of September, 1991, by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as "County," the City of St. Petersburg Beach, Florida, a municipal corporation, hereinafter referred to as "St. Petersburg Beach," and the City of South Pasadena, Florida, a municipal corporation, hereinafter referred to as "South Pasadena."

In consideration of the mutual covenants and agreements herein agreed to, it is agreed between the parties as follows:

WITNESSETH:

WHEREAS, the County, St. Petersburg Beach and South Pasadena are in the process of making long-range plans for providing reclaimed water service to the residents of St. Petersburg Beach, South Pasadena and the unincorporated area of Tierra Verde; and

WHEREAS, the County, St. Petersburg Beach and South Pasadena find it necessary to define the bases for providing reclaimed water service to these areas; and

WHEREAS, it is the mutual desire of the County, St. Petersburg Beach and South Pasadena to effectuate a plan by which these governments will accomplish mutual goals for reclaimed water use; and

WHEREAS, the parties desire to share in the costs for construction and operation and maintenance of common elements of a reclaimed water service system; and

WHEREAS, it is in the best interests and to the mutual benefit of the parties that the County supply reclaimed water to the proposed reclaimed water service system from the County-owned South Cross Bayou Wastewater Treatment Facility; and

WHEREAS, the parties have determined to construct a reclaimed water service system comprising (1) a pipeline network (the Transmission System) to transport reclaimed water to the vicinity of St. Petersburg Beach, (2) a pipeline network (the South Pasadena Trunk) to transport reclaimed water through South Pasadena, (3) a pipeline network (the St. Petersburg Beach Trunk) to transport reclaimed water through St. Petersburg Beach, (4) a pipeline network (South Pasadena Distribution) to distribute reclaimed water to customers in South Pasadena, (5) a pipeline network (St. Petersburg Beach Distribution) to distribute reclaimed water to customers in St. Petersburg Beach, and (6) a pipeline network (Tierra Verde Distribution) to transport and distribute reclaimed water to customers in Tierra Verde, and

WHEREAS, the parties desire to reduce their understanding of mutual interests and determinations to writing and to provide for an interlocal agreement under the terms of Chapter 163.01, Florida Statutes, and to mutually cooperate in a harmonious and amicable manner for the best interests of the citizens of all parties;

NOW, THEREFORE, the parties hereto agree as follows:

1. A. The County shall own and be solely responsible for the design, construction and maintenance costs for reclaimed water distribution service to Tierra Verde (Tierra Verde Distribution), or other incorporated and/or unincorporated areas, exclusive of the corporate boundaries of St. Petersburg Beach and South Pasadena.
- B. St. Petersburg Beach shall own and be solely responsible for the design, construction and maintenance costs for reclaimed water distribution service (St. Petersburg Beach Distribution) within its corporate boundaries.

- C. South Pasadena shall own and be solely responsible for the design, construction and maintenance costs for reclaimed water distribution service (South Pasadena Trunk and Distribution) within its corporate limits.
2. A. St. Petersburg Beach shall have primary responsibility for the design, construction and maintenance of the Transmission System. The County, St. Petersburg Beach and South Pasadena shall share ownership as tenants in common and share the costs for planning, design, construction, operations, maintenance and renewals and replacement of the Transmission System on the basis of their respective system capacity commitments. The Transmission System capacity commitments shall be: County = 500,000 gallons per day; St. Petersburg Beach = 1,500,000 gallons per day; South Pasadena = 500,000 gallons per day.
- B. St. Petersburg Beach shall own and have primary responsibility for the design, construction and maintenance of the St. Petersburg Beach Trunk. The County and St. Petersburg Beach shall share the costs for planning, design, construction, operations, maintenance and renewals and replacement of the St. Petersburg Beach Trunk on the basis of their respective capacity commitments. The St. Petersburg Beach Trunk capacity commitments shall be: County = 500,000 gallons per day; St. Petersburg Beach = 1,500,000 gallons per day.
- C. The County, St. Petersburg Beach and South Pasadena shall abide by the reclaimed water service commitments, as above defined, and each agrees that the other shall have the exclusive right to provide reclaimed water service and shall be solely responsible for the distribution of reclaimed water within the areas so designated and each agrees not to compete with the other within the distribution areas.

- D. In the event that the parties determine that there exists surplus capacity available for the supply of reclaimed water to other incorporated or unincorporated areas, the parties may agree to assign such capacity to others upon payment by those others of the costs for such surplus capacity.
- E. In the event that the County determines that reclaimed water service should be extended to other incorporated and/or unincorporated areas, without negatively impacting reclaimed water service to St. Petersburg Beach and South Pasadena, the County share of the costs for the Transmission System and the St. Petersburg Beach Trunk shall be increased, and the increased County share shall be reimbursed to St. Petersburg Beach and to South Pasadena in accordance with terms of reimbursement which shall be mutually negotiated prior to an increase in the County share of the pipeline capacity.
- F. The County, St. Petersburg Beach and South Pasadena shall form a Reclaimed Water Management Committee to identify and establish the technical details of reclaimed water system planning, design, construction, operation, maintenance and administration. The Reclaimed Water Management Committee shall comprise the Pinellas County Administrator, the St. Petersburg Beach City Manager and the South Pasadena Mayor, or their designees. Cost of the Reclaimed Water Management Committee shall be assessed and distributed in proportion to the capacity commitments of the Committee members.
- G. The City of St. Petersburg Beach shall function as the Lead Applicant in all matters related to securing grants from the Southwest Florida Water Management District, and the Pinellas Anclote Basin Board, and to securing loans from the Florida Department of Environmental Regulation (FDER), except as may be related to the South Pasadena Trunk and the South Pasadena Distribution. Pinellas County and South Pasadena shall reimburse St. Petersburg Beach for all direct costs incurred by St.

Petersburg Beach, as the Lead Applicant, in proportion to their capacity commitments for grants or FDER loan projects.

- H. In the event that either the Transmission System or the St. Petersburg Beach Trunk pipelines are not constructed, and reclaimed water service does not become available to St. Petersburg Beach, or to South Pasadena, the Reclaimed Water Management Committee shall be dissolved upon the conclusion of the negotiated resolution and payment of any accumulated costs for system planning, design, construction, operation, maintenance and administration.
3.
 - A. St. Petersburg Beach and the County agree to separately negotiate for County operations, maintenance, and renewals and replacement of St Petersburg Beach share of the Transmission System, the St. Petersburg Beach Trunk System and the St. Petersburg Beach Distribution System.
 - B. St. Petersburg Beach and the County agree to separately negotiate for County administration and collection of reclaimed water system customer charges as an additional billing and collection service on standard County utility system bills.
 4.
 - A. The County agrees to connect the Transmission System to, and to supply the capacity commitments from, the South Cross Bayou Wastewater Treatment Facility. Reclaimed water shall be supplied at rates of up to 7,500,000 gallons per day, at normal supply pressures of 75 pounds per square inch (gauge), measured at the South Cross Bayou Wastewater Treatment Facility. The County reserves the right to temporarily discontinue service to any portion of, or the entire, reclaimed water system for repairs or abnormal operating conditions. If such repairs or abnormal operating conditions should require an extended period of time for correction, the County agrees to notify St. Petersburg Beach and South Pasadena, in advance if possible, of the discontinuance of service and the schedule for restoration of service.

- B. The County agrees to provide reclaimed water in compliance with Florida Rule 17-610, in effect as of the date of this agreement, and to pump and transport reclaimed water in a manner acceptable to the agencies having regulatory authority over reclaimed water supply. The parties agree to cooperate and join in, as necessary, in any grant and/or loan applications, permit applications or such other proceedings as may be necessary to accomplish modifications to the reclaimed water supply components of the treatment facility or any component of the transmission, trunk or distribution pipelines, or such other facilities of the reclaimed water system as are necessary for the continued operation of the system in such a manner as to provide reclaimed water treatment, transmission and reuse for the residents of the service area.
- C. The County shall be solely responsible for any operations, maintenance and renewals and replacement costs for wastewater treatment and reclaimed water supply and distribution facilities which are not directly connected to the proposed transmission, trunk and distribution facilities.
5. The County shall require adequate pretreatment of strong or harmful industrial wastes being discharged into tributary collection systems, and shall require compliance with applicable sewer use ordinances regarding the type of discharges which may be made.
6. A. The apportionment of costs for operation and maintenance of pumping and transmission facilities shall be on the basis of certified actual reclaimed water use, as determined by meter readings. St. Petersburg Beach and South Pasadena shall be responsible for the installation of reclaimed water meters at appropriate locations so that such determinations may be made. Said reclaimed water costs shall include reasonable and necessary, direct costs of operation, maintenance, renewals and replacement, finance and reclaimed water administrative costs actually incurred by the County for the reclaimed water pumping and transmission facilities. These costs shall not include indirect costs, such as

general administration, service charges, franchise fees, payments in lieu of taxes, or other surcharges. Further, these costs shall not include the costs for wastewater treatment at the South Cross Bayou Wastewater Treatment Plant.

- B. The County agrees to establish a billing rate based on annual budgetary estimates covering the costs described above, computed on a basis of dollars per million gallons of reclaimed water. Monthly payments for all services rendered shall be computed on this basis. St. Petersburg Beach and South Pasadena agree to pay to the County, within a reasonable time, for that amount of reclaimed water delivered in the preceding month based on the agreed rate per million gallons.
- C. The County agrees to keep and maintain an accurate account of its costs and expenses as they specifically relate to the reclaimed water pumping and transmission, so that all costs can be properly apportioned between the parties. The County further agrees that each party, its agent or designee, shall have the right, at reasonable times and places, to inspect, review and copy said records.
- D. The County agrees to reevaluate the cost per million gallons on March 1 of each year, for the previous year, based on the audit of its accounts. If St. Petersburg Beach or South Pasadena has paid costs in excess of this established figure during this fiscal year, it shall be entitled to a credit against the next 12 monthly payments in such amount. In the event reevaluated costs per million gallons shall exceed the actual payments made, then the affected party shall pay the additional monies due within a reasonable period of time.

- E. The parties agree that representatives of each agency shall have the right to enter and inspect the facilities shared, and to read each other's flowmeters at any reasonable time to determine the quantity of reclaimed water delivered and the accuracy of said flowmeters. In the event that any meter becomes inoperative for any reason, the flows applicable to that portion of the system shall be calculated on the basis of the flow for the preceding month or such other estimate of flow as may be mutually agreed to by the affected parties. The County shall have the right to inspect the meters at any reasonable time in order to determine their accuracy. Each party agrees to maintain said meters in proper condition so as to accurately measure reclaimed water flow, and should any question arise as to the accuracy of the meters, the County may require that any or all of the meters be tested. Should the tests show the meter to be registering within 2.5 percent of perfect registration, then the County shall pay the costs of testing. Should the tests show the meter not to be registering within this range, then the affected party will pay the costs of testing and repairing the meter, and further adjust the previous month's bill to reflect the results of the meter test.
7. A. The parties mutually agree that each may use the other's easements and rights of way for the construction of the reclaimed water facilities at mutually acceptable locations, and each shall assist the others to ensure the efficient and economical operation of the reclaimed water system within the service area.
- B. The parties mutually agree that the apportioned share of facility capital costs required to secure the required capacity commitments is the sole responsibility of the individual party. The parties agree to establish secured funding mechanisms, using either cash, loans, bond revenues or other financial instruments, which shall guarantee payment for the apportioned share of facility capital costs. The schedule of payments required from each party shall be established and administered by the Reclaimed Water Management

Committee. The parties mutually agree to make all payments for facility capital costs in accordance with the requirements of the Reclaimed Water Management Committee.

- C. The parties mutually agree to cooperate in assisting the other parties in securing grants and/or low interest loan monies which may be available from or through federal or state agencies. The County agrees that it will not assign debt service charges for any portion or any project or projects which may be funded by federal, state, SWFWMD or other grants.
- D. On or before December 1 of each year, each party shall notify the County as to what it deems its capacity needs to be in the reclaimed water supply system for the next calendar year, and for the next five years. The parties shall mutually cooperate to make such capacity available when such is anticipated to be needed by the other parties. On December 1 of each year, the County shall allocate the capacity, within the pumping and transmission facilities, between the parties and each party shall cooperate with the other to do all things necessary to ensure that sufficient capacity is available to all parties at all times. The County shall at no time reduce the allocated capacity of any party to less than the capacity commitments identified in Section 2B without the prior agreement of the affected party. The County agrees that St. Petersburg Beach and South Pasadena shall have prior right to reclaimed water supplies from the South Cross Bayou Wastewater Treatment Facility, precedent to any demand for such water by other existing or prospective reclaimed water customers. The parties agree to assist and cooperate in any necessary bonding programs or other efforts necessary to generate sufficient funds for the expansion, upgrading and/or improvement of the treatment, pumping and transmission facilities. If the expansion, upgrading and/or improvement of the facilities becomes necessary, then the parties will enter into a supplemental agreement defining their respective rights and obligations.

8. The parties agree that this agreement shall be considered an interlocal agreement within the meaning of the Florida Interlocal Cooperation Act of 1969, Chapter 163.01 Florida Statutes.
9. This agreement shall be for a period of 30 years, commencing on the date of execution, and terminating 30 years from that date. This agreement shall be extended for such additional period, and under such terms and conditions, as may be mutually acceptable by all parties, at the time of extension.
10. The parties agree to use their powers of eminent domain and other governmental powers to assist each other in the obtaining of necessary rights of way, easements, or other lands used for reclaimed water pipeline construction or for other purposes connected with the reclaimed water system as are reasonable and necessary for proper administration of said system.
11. The parties agree to cooperate in all respects regarding enforcement of collection of any sums due from third parties, including suspension or termination of water service, as allowed by Florida Law, to any such third party who shall be a water and/or sewer customer of the parties under the terms of this agreement.
12. The parties agree that their respective budget costs, as summarized for the reclaimed water system shall not exceed those estimates as presented in the attached Exhibit A without the prior approval of their governing commissions.
13. This agreement shall be binding on all successors in interest of each of the parties hereto and it is agreed that this agreement contains the full understanding of the parties and no modifications may be made hereto except in writing and signed by all parties.
14. The parties represent that the execution of this agreement has been approved by the governing bodies of the respective party in accordance with law and that the parties have the legal authority to execute the within agreement.

ATTEST:

ST. PETERSBURG BEACH

Jan Edmonds
City Clerk

By: [Signature]
Vice Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST:

SOUTH PASADENA

Janice L. Oloff
City Clerk

By: Barbara A. Gilberg
Mayor

APPROVED AS TO FORM:

[Signature]
City Attorney

ATTEST:

PINELLAS COUNTY, a political
subdivision of the State of
Florida, by and through its Board
of County Commissioners

ATTEST: KARLEEN E. De BLAKER, CLERK

By: [Signature]
Deputy Clerk

County Clerk

By: Barbara Sheen Jodd
Chairman

APPROVED AS TO FORM:

[Signature]
County Attorney

South Cross Bayou Reclaimed Water Supply
Interlocal Agreement

EXHIBIT A

Estimated Project Costs **

1. St. Petersburg Beach		
	Transmission System	\$2,425,000
	Trunk System	1,752,000
	Distribution System	<u>2,200,000</u>
	Total	\$6,377,000
2. South Pasadena		
	Transmission System	\$ 555,000
	Trunk System	665,000
	Distribution System	<u>772,000</u>
	Total	\$1,992,000
3. Pinellas County (Tierra Verde)		
	Transmission System	\$ 808,000
	Trunk System	834,000
	Distribution System	<u>1,000,000</u>
	Total	\$2,642,000

** Estimated project costs as presented in the initial request for joint funding, dated November 29, 1991, in cooperation with the Pinellas-Anclote Basin Board of the Southwest Florida Water Management District.

