

ST. PETERSBURG CITY COUNCIL

Meeting of February 15, 2018

TO: The Honorable Lisa Wheeler-Bowman Chair and Members of City Council

SUBJECT: Authorizing the Mayor or his designee to execute an Interlocal Agreement with Pinellas County to conduct a Flow Monitoring Project; approving a supplemental appropriation in the amount of \$243,902 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these additional revenues, to the SAN Flow Monitor Devices FY18 Project (16367); and providing an effective date.

EXPLANATION: The Wastewater/Stormwater Task Force is a joint initiative of the Pinellas County Board of County Commissioners, Pinellas County municipalities and other agencies formed in October 2016 to identify wastewater and stormwater solutions for the County. The task force recommended a Flow Monitoring Project in which the city is a necessary party to complete the project.

In the proposed Interlocal Agreement, the city shall install up to eighty (80) flow monitors within the City's municipal boundaries to measure the inflow and infiltration of stormwater and groundwater into the City's sanitary sewer system. The city will provide the initial project funding, up to \$500,000 for the installation of the flow monitors and the county will provide up to \$243,902 for the project on a reimbursement basis after certain criteria identified in the Interlocal Agreement are met. The County funding is coming from funds received through a settlement with parties responsible for the Deepwater Horizon accident. The Agreement shall expire on December 31, 2018.

RECOMMENDATION: Administration recommends approving an Interlocal Agreement for a Flow Monitoring Project.

COST/FUNDING/ASSESSMENT INFORMATION: Revenues up to the amount of \$243,902 will be received in the Water Resources Capital Project Fund (4003). A portion of the funding has been previously appropriated, additional funds will be available after the supplemental appropriation in the amount of \$243,902 from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these additional revenues to the, SAN Flow Monitor Devices FY18 Project (16367).

APPROVALS:


Administration


Budget

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN INTERLOCAL AGREEMENT WITH PINELLAS COUNTY TO CONDUCT A FLOW MONITORING PROJECT; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$243,902 FROM THE INCREASE IN THE UNAPPROPRIATED BALANCE OF THE WATER RESOURCES CAPITAL PROJECTS FUND (4003), RESULTING FROM THESE ADDITIONAL REVENUES, TO THE SAN FLOW MONITOR DEVICES FY18 PROJECT (16367); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Wastewater/Stormwater Task Force is a joint initiative of the Pinellas County Board of County Commissioners, Pinellas County municipalities and other agencies formed in October 2016 to identify wastewater and stormwater solutions for the County; and

WHEREAS, the task force recommended a Flow Monitoring Project in which the City is a necessary party to complete the project; and

WHEREAS, in the proposed Interlocal Agreement, the city shall install up to eighty (80) flow monitors within the City's municipal boundaries to measure the inflow and infiltration of stormwater and groundwater into the City's sanitary sewer system; and

WHEREAS, the City will provide the initial project funding, up to \$500,000 for the installation of the flow monitors and the County will provide up to \$243,902 for the project on a reimbursement basis after certain criteria identified in the Interlocal Agreement are met; and

WHEREAS, the County funding is coming from funds received through a settlement with parties responsible for the Deepwater Horizon accident; and

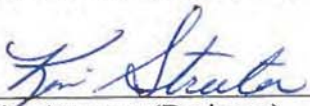
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Petersburg, Florida, that the Mayor or his designee is hereby authorized to execute an Interlocal Agreement with Pinellas County to conduct a Flow Monitoring Project.

BE IT FURTHER RESOLVED that there is hereby approved from the increase in the unappropriated balance of the Water Resources Capital Projects Fund (4003), resulting from these additional revenues, the following supplemental appropriation for FY18:

<u>Water Resources Capital Projects Fund (4003)</u>	
SAN Flow Monitor Devices FY18 Project (16367)	\$243,902

This Resolution shall take effect immediately upon adoption.

Approved as to form and content:



City Attorney (Designee)
00360551



Administration



Budget

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ST. PETERSBURG
AND
PINELLAS COUNTY
FOR
FLOW MONITORING EQUIPMENT

THIS FUNDING AGREEMENT is entered into this ____ day of _____, 2018, by Pinellas County, a political subdivision of the State of Florida herein referred to as the "County", and the City of St. Petersburg, a municipal corporation of the State of Florida herein referred to as the "City", jointly referred to herein as "Parties".

WITNESSETH:

WHEREAS, this Agreement is made and entered between the parties pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, County received funds through a settlement with parties responsible for the Deepwater Horizon accident which affected the Gulf of Mexico and communities in the region including Pinellas County; and

WHEREAS, the County has identified and approved projects intended to benefit the public or that serve a public benefit that the Pinellas County Board of County Commissioners intends to be enhanced with funding from the aforementioned settlement; and

WHEREAS, on December 13, 2016, the Pinellas County Board of County Commissioners approved Resolution 16-90 delegating to the County Administrator the authority to enter into agreements with the Parties necessary to effectuate the approved projects within the amounts approved by the Pinellas County Board of County Commissioners for each project; and

WHEREAS, the City is one of the Parties necessary to effectuate a Flow Monitoring Project recommended by the Wastewater/Stormwater Task Force, which proposes to install up to eighty (80) Flow Monitors at designated locations within the City to measure inflow and infiltration of stormwater and groundwater into the City's sanitary sewer system ("Project").

NOW THEREFORE, in consideration of the mutual terms, covenants, representations, and conditions herein contained, the parties agree as follows:

1. Performance of Services:

The City shall complete the Project by September 30, 2018. For purposes of this Agreement, the Project shall be considered complete once the installation of all eighty (80) Flow Monitors have been completed and invoiced to the County in accordance with Section Two (2) of this Agreement below.

The City shall comply with all terms and conditions of the Performance of Services and Project Funding. The City shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the City under this Agreement. The City shall orally consult with the County and the Wastewater/Stormwater Task Force regarding the Project at any time upon County's request.

The City will install up to eighty (80) Flow Monitors within the City's municipal boundaries. The City will provide the initial Project funding, up to five hundred thousand dollars (\$500,000), for the installation of the Flow Monitors.

2. Funding:

County agrees to provide up to two hundred forty-three thousand nine hundred two and 00/100 dollars (\$243,902.00) for the Project on a reimbursement basis in accordance with the following:

After the Project is complete and no later than September 30, 2018, the City shall deliver an itemized project invoice to the County that details the total project costs.

Together with the invoice, the City shall submit a certification that (1) the invoice is accurate, and (2) the City has expended all invoiced funds in furtherance of the Project. Also together with the invoice, the City shall submit a project completion report, summarizing how the cumulative amount of invoiced and non-invoiced funds have been expended for Project completion along with comprehensive evidence thereof ("Project Completion Report").

Within forty-five (45) days of receiving the invoice, County shall either: (1) provide full payment to the City for the invoice; or (2) if County finds the invoice or Project Completion Report unacceptable for any reason, provide written notice to the City of any defects. If County provides a written notice of defects, the City shall have thirty (30) days from receipt of said notice to cure said defects and provide written evidence of same to County; if the City fails to cure the defects within the requisite timeframe, or if County finds the evidence of such corrections to be defective for any reason, this Agreement is subject to termination with cause in accordance with Section Four (4) below.

3. Agreement Term:

This Agreement shall become effective upon execution by both parties and expire on December 31, 2018, unless terminated earlier as provided in Section Four (4) below.

4. Termination:

This Agreement may be terminated in writing by either Party: (1) without cause upon fifteen (15) days of receipt of notice of termination by the other Party; or (2) with cause immediately upon receipt of a notice of termination by the other Party. If the County terminates the Agreement with cause, the City shall, within seven (7) days of receipt of such notice, refund

to County, all funding awarded to the City by the County under this Agreement.

In accordance with Section Five (5) below, any termination notice shall be sent by e-mail or USPS Certified Mail and deemed delivered or received on the date reflected by the e-mail read receipt or certified mail delivery receipt.

This Agreement may also be terminated at any time by mutual written agreement of the parties.

5. Project Managers and Notice:

In order to assure proper coordination and review throughout the term of this Agreement, the City and County each designate a "Project Manager" as follows:

City
John Palenchar, P.E.
Water Resources Director
City of St. Petersburg
P.O. Box 2842
St. Petersburg, FL 33731-2842
Office: 727-892-5698
E-mail: john.palenchar@stpete.org

County
Megan Ross, P.E., ENV SP
Interim Utilities Director
Pinellas County Utilities
6730 142nd Avenue N.
Largo, FL 33771-4721
Office: (727) 582-2304
E-mail: mross@pinellascounty.org

The Project Managers shall be responsible for transmitting and receiving all communications concerning this Agreement to the other Party. All notices, invoices, approvals, and other correspondence required by law and this Agreement shall be in writing and delivered via e-mail or USPS Certified Mail to the respective Project Manager. Notice shall be considered delivered or received as reflected by an e-mail read receipt or a certified mail delivery receipt.

6. Payment Limitations and Fiscal Non-Funding:

The County shall not be responsible for the operation, maintenance, or capital refreshment of any assets resulting in any way from the Project.

This Agreement is not a general obligation of County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of this Agreement beyond the fiscal year in

which this Agreement is executed. No liability shall be incurred by County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by County for any or all of this Agreement, County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. County agrees to promptly notify the City in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to County.

The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

7. Records and Audit:

The City agrees:

a) To retain all data, financial records, statistical records, and any other records (including electronic storage media) pertinent to this Agreement (“Records”) for a period of three (3) years after termination or expiration of this Agreement or, if an audit has been initiated in accordance with subsection c) of this Section Seven (7) below and audit findings have not been resolved at the end of three (3) years, the records shall be retained until resolution of the audit findings.

b) To maintain all Records in accordance with generally accepted accounting procedures and practices that sufficiently and properly reflect all revenues and expenditures of funds provided by County under this Agreement.

c) To assure that all Records are subject at all reasonable times for inspection, review, audit, copy, or removal from premises by County personnel and other personnel duly authorized by County.

d) To fully comply with the provisions of Chapter 119, Florida Statutes, as applicable.

e) To include all requirements in this Section Seven (7) in all approved contracts and subcontracts under this Agreement.

8. Indemnification and Non-Agency Relationship:

The County and the City shall be fully responsible for their own acts of negligence and their respective agents’ acts of negligence, when such agents are acting within the scope of their employment; and shall be liable for any damages resulting from said negligence to the extent

permitted by section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by either the County or the City. Nothing herein shall be construed as consent by the County or City to be sued by third parties in any matter arising out of this Agreement.

The City acknowledges that it is an independent Party and not an agent of County.

9. Modification of Agreement:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

10. Assignment:

This Agreement may not be assigned by either Party without the prior written consent of the other Party. The parties each bind itself, its successors, assigns, and legal representatives to the other Party hereto and to the successors, assigns, and legal representatives of such other Party in respect to all covenants and obligations contained herein.

11. Agreement to be filed with the Clerk of the Circuit Court:

Prior to its effectiveness, this Agreement and subsequent amendments thereto must be filed with the Clerk of the Circuit Court of Pinellas County.

12. Compliance with Applicable Laws:

The City shall ensure that at all times and in all aspects of the Project, its employees, agents, and contactors are in compliance with all applicable Federal, state, and local laws.

13. Governing Laws:

This Agreement and the rights and obligations of the parties hereto shall be governed and construed according to the laws of the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused these present to be duly executed, as of the day and year first above-mentioned.

PINELLAS COUNTY, FLORIDA

BY: _____
Mark S. Woodard, County Administrator

Approved as to Form:

BY: _____
Assistant County Attorney

CITY OF ST. PETERSBURG, FLORIDA

By: _____
Print Name: _____
Title: _____

ATTEST: _____
Chandrahasa Srinivasa, City Clerk

(Seal)

Approved as to form and content (if applicable)

By: _____
City Attorney