



BOARD OF COUNTY COMMISSIONERS

DATE: November 20, 2012

AGENDA ITEM NO. //

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Interlocal Agreement with the Tampa Bay Estuary Program for Channel 5 and Feather Sound Restoration
County PID No. 000296A (1859)

Department:

Department of Environment & Infrastructure

Staff Member Responsible:

William M. Davis, Interim Division Director
Transportation & Stormwater

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE THE INTERLOCAL AGREEMENT WITH THE TAMPA BAY ESTUARY PROGRAM (TBEP) FOR THE CHANNEL 5 AND FEATHER SOUND RESTORATION PROJECT FOR FUNDING NOT TO EXCEED \$500,000.

IT IS FURTHER RECOMMENDED THAT THE CHAIRMAN EXECUTE THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

The TBEP and the County desire to reduce nitrogen loading from the Feather Sound area and improve water quality in Tampa Bay to address Total Maximum Daily Loads. This regional stormwater treatment project, as proposed, includes improvements to Roosevelt Channel 5, the northernmost major drainage channel within the Roosevelt Watershed. Additional benefits include improved drainage and tidal habitat for recreationally important fish species.

Fiscal Impact/Cost/Revenue Summary:

Pinellas County agrees to fund up to \$500,000 of the cost for the restoration project. The TBEP will invoice the County for reimbursement. The source of funding for the County portion is provided by the Infrastructure Sales Tax (Penny for Pinellas). All project tasks are to be completed within two years. The total estimated project budget for the overall design, permitting, and construction activities related to restoration occurring in Channel 5 is as follows:

Description	TBEP Leveraged Funds	Pinellas County Funds	TOTALS
Feasibility Report, Design & Permitting	\$120,000	\$100,000	\$220,000
Construction Activities & Oversight	\$196,330	\$400,000	\$596,330
TOTALS	\$316,330	\$500,000	\$816,330

Exhibits/Attachments Attached:

Contract Review Transmittal
Interlocal Agreement
Project Financial Overview

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Interlocal Agreement with the Tampa Bay Estuary Program for the Channel 5 and Feather Sound Restoration Project

County PID No.: 1859 ESTIMATED EXPENDITURE: \$500,000.00

000296A
In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment.

Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT: _____

REVIEW SEQUENCE	DATE	INITIALS/ SIGNATURE	COMMENTS (if any)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Sarah Malone for Kelli Levy DEI	9/27/12	SSM	See change to Discussion, paragraph #2	Change done on 9/27
Clerk's Finance	9/27/12	OBW		
Risk <i>q to a/b</i>	10/2/12	VEH	Pub. Entity to Pub Entity	
OMB	10/10/12	<i>z</i>	once approved, please send with request to omb for new grant project	done 10/10/12
D. McCrea Legal	10/15/12	<i>Sn</i>	This needs to go to the Board for signature. Over #250K	done 10/16/12

Please return to **Merry Celeste, DEI**. All inquiries should be made to **Kelli Levy**, ext. **4-4633**. Thank you.

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY,
SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE
OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE
NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW***



**INTERLOCAL AGREEMENT
BETWEEN PINELLAS COUNTY AND THE TAMPA BAY ESTUARY PROGRAM
FOR
CHANNEL 5 AND FEATHER SOUND RESTORATION
PID No. 000296A (1859)**

INTERLOCAL AGREEMENT

THIS AGREEMENT, entered into on the ____ day of _____ 2012, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the TAMPA BAY ESTUARY PROGRAM, hereinafter called the TBEP.

WITNESSETH, That:

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, the Regional Stormwater Treatment project identified in the COUNTY'S Penny for Pinellas funds exist to improve water quality, and

WHEREAS, the COUNTY and the TBEP desire to restore a portion of Channel 5, and

WHEREAS, the COUNTY and the TBEP desire to coordinate and cooperate in their restoration efforts to reduce nutrient loading into Tampa Bay.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, receipt of which is hereby acknowledged by all parties, it is hereby agreed by and between the parties as follows:

SECTION 1
SERVICES TO BE PROVIDED BY THE TBEP

The TBEP desires to reduce nutrient loading from the Feather Sound area and improve water quality to Tampa Bay. The TBEP shall be responsible for project management which includes the hiring of all consultants to develop site plans and secure necessary permits for all phases of restoration and enhancement of the total project area (see Exhibit "A," Scope of Work). This process shall follow all competitive bidding procedures and seek at least three (3) competitive bids.

SECTION 2
SERVICES TO BE PROVIDED BY THE COUNTY

The COUNTY shall reimburse the TBEP for the costs up to \$500,000, to support the development of designs, survey, permitting, and construction activities for the restoration of tidal wetlands. The County will provide staff for review and approval of all bids throughout the project. The County will provide in-kind services for pre- and post-restoration water quality sampling to determine nutrient loading, field surveys, contract and report review and project team meetings. The pre- and post-restoration water quality sampling will be collected from upstream and offshore downstream sites in coordination with other restoration projects occurring in the Feather Sound area and as resources allow. The existing water quality and flow monitoring site on Channel 5 will be used to assess pre-restoration water quality and nutrient loading. Post-restoration monitoring sampling locations and frequencies will be developed after construction is complete.

Water quality sampling in the Roosevelt Creek Watershed demonstrated high loading of Total Nitrogen and Total Phosphorous to the Feather Sound area. The results and recommendations of the County's Roosevelt Creek Watershed Management Plan will be used to help with site selection and conceptual restoration designs for this project.

County staff time and equipment will be provided for in-kind services such as participation on the project technical advisory team, plan review, field work, reports, and project coordination.

SECTION 3
PROJECT FUNDING

The COUNTY agrees to fund up to \$500,000 of the cost for the restoration project. The TBEP will invoice the County for reimbursement. Documentation of expenditures shall be provided by the TBEP in support of the reimbursement request. The TBEP's records of expenses related to requests for reimbursement shall be subject to examination, audit, and/or reproduction by the COUNTY'S agent or representative, should the COUNTY determine a need for such examination. Records should be retained for three (3) years from final payment.

SECTION 4
ADDITIONAL SERVICES

The COUNTY and TBEP shall not enter into Additional Services that would require additional reimbursement without advance written approval by the COUNTY. This Agreement and project is not intended to affect the current and future maintenance responsibilities of either jurisdiction and does not imply availability of future funding for this type of project.

SECTION 5
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice if conditions arise, such as lack of available funding, that dictates that it is in the public interest to terminate. This document embodies the whole agreement between the parties. There are no promises, terms, conditions or allegations other than those contained herein and this document shall supersede all previous communications, representations and/or agreement, whether written or verbal, between the parties hereto. This Agreement may be modified only in writing executed by all parties. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives.

SECTION 6
OFFICAL NOTICE

All notices required by law and by this Agreement to be given by one (1) party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY: Pinellas County Dept. of Environment & Infrastructure
Attn: Sarah Malone, Senior Environmental Scientist
Watershed Management
300 South Garden Ave
Clearwater, FL 33756

CITY: Tampa Bay Estuary Program
Attn: Ed Sherwood, Program Scientist
263 13th Ave. South
St. Petersburg, FL 33701

SECTION 7
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.

SECTION 8
TERM

This Agreement will become effective upon the date of approval and shall remain in effect until December 31, 2014.

SECTION 9
HOLD HARMLESS


The COUNTY and TBEP agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to 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 TBEP. Nothing herein shall be construed as consent by the COUNTY or TBEP to be sued by third parties in any manner arising out of this Agreement.

SECTION 10
GOVERNING LAW AND DOCUMENT EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, the day and year first above written.

TAMPA BAY ESTUARY PROGRAM, an
Independent special district of the State of
Florida

PINELLAS COUNTY, by and through
its Board of County Commissioners

By: 
Holly Greening
Executive Director

By: _____
Chairman

ATTEST:

ATTEST:

By: 

By: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

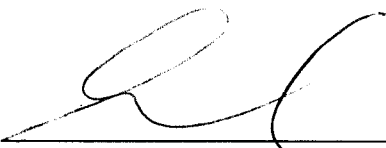
By: 
Office of County Attorney

EXHIBIT "A"
CHANNEL 5 RESTORATION: DESIGN, PERMITTING, AND CONSTRUCTION
PROJECT PLAN – SCOPE OF WORK

PROJECT OBJECTIVE

Management recommendations from the recently completed Tampa Bay Tidal Tributary Habitat Initiative Project (TBEP Tech. Pub. 02-08) indicated that enhancing the value of tidal tributaries was dependent upon their physical and hydrologic connectivity with adjacent bay waters and upstream habitats. The research effort attempted to quantify the importance of small tidal tributaries to fisheries in the Tampa Bay area and concluded that maintaining natural freshwater flow regimes to these creeks – especially reducing “flashiness” of flow delivery – is critical to support conditions necessary for fish production. Specific restoration actions to assist in reducing flashiness include maintaining and restoring naturally-vegetated buffer areas around tidal creeks; replacing hardened shorelines with native vegetation to slow down stormwater inflow; removing obsolete salinity barriers to restore faunal movement and natural flow regimes; and restoring natural sinuosity in straightened and hardened tidal tributaries.

In Tampa Bay, there are more than 100 named and unnamed tidal tributaries. A vast majority of these systems have some active or remnant salinity barrier or hydrologic obstruction within their tidal extent that serve to impede movement of estuarine biota or significantly modify hydrologic exchange with the watershed. In addition, some degree of alteration to the creek channel or shoreline is present in most tidally-influenced systems in Tampa Bay. Several altered tributaries and tidally-influenced conveyances that drain to Old Tampa Bay are prime candidates for either direct habitat restoration and/or removal of salinity barrier structures. Under this PROJECT, restoration activities will be undertaken on the Channel 5 tidal tributary within Pinellas County, FL.

The specific objectives of this PROJECT are to: 1) develop a comprehensive restoration plan for the Channel 5 system, 2) obtain the necessary permits to accomplish restoration activities, and 3) construct the restoration project.

PROJECT DESCRIPTION

The TBEP will hire CONSULTANT(s) to perform the PROJECT, which will include the following tasks:

Task 1 – Project Management

The TBEP will be responsible for coordinating progress meetings with the PROJECT Team to ensure that PROJECT objectives, timelines, permitting reviews, and construction activities are routinely communicated.

Task 2– Development of Preliminary Design(s)

Preliminary designs will be developed for Channel 5 based upon the input from the PROJECT team. The CONSULTANT will submit this information to the TBEP and COUNTY staff for review in the form of a letter report, which will be considered the Preliminary Design Submittal. Included in the letter report will be a preliminary construction cost estimate for the site(s), along with any other pertinent information that may have an impact on the final design of the site(s).

Task 3 – Development of 60%, 90%, 100% and Final Design(s) and Permitting

Based upon approval of the Preliminary Design Submittal by the PROJECT Team, the TBEP will direct the CONSULTANT to prepare design plans and acquire permits for the recommended PROJECT site(s). Fully developed detailed construction documents (i.e., construction plans, technical specifications, bid documents) will be prepared by the CONSULTANT as the Final Design. The CONSULTANT will provide construction plans, technical specifications and estimates of probable construction costs at 60%, 90% and 100%, and Final design efforts.

Task 4 – Environmental Permit Preparation & Application

The TBEP will direct the CONSULTANT to prepare all permit applications necessary for construction of the PROJECT site(s). The CONSULTANT will assist the PROJECT Team in obtaining an Environmental Resource Permit (ERP), a Nationwide permit, and other authorizations as needed for the PROJECT site(s).

Task 5 – Construction Activities

The TBEP will ensure that all restoration construction-related activities are completed for the PROJECT in a timely manner with input and oversight from the PROJECT Team.

DELIVERABLES

The TBEP will provide the COUNTY with two (2) hard copies and two (2) electronic copies of all project reports and design plans listed below.

1. Draft Conceptual Designs
2. Preliminary Designs, Model, and Report
3. 60%, 90%, 100%, and Final Design Plans, Specifications and Probable Cost Estimate Report
4. Permit Applications and RAI Correspondence

PROJECT DURATION AND TIMELINE

Initial design work will begin within 30 days from the COUNTY'S issuance of a Notice to Proceed, with all tasks completed within 24 months.

Completion Schedule:

- Task 1 as needed and throughout PROJECT
- Task 2 within 3 months
- Task 3 within 6 months
- Task 4 within 12 months
- Task 5 within 24 months

PROJECT BUDGET:

The total estimated PROJECT budget for the overall design, permitting, and construction activities related to restoration projects occurring on Channel 5 is \$816,330.

Description	TBEP Leveraged Funds	Pinellas County Funds	TOTALS
Feasibility Report, Design & Permitting	\$120,000	\$100,000	\$220,000
Construction Activities & Oversight	\$196,330	\$400,000	\$596,330
TOTALS	\$316,330	\$500,000	\$816,330

PINELLAS COUNTY CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT FINANCIAL OVERVIEW

1. Construction Phase: ☒ 2. Date: November 20, 2012
3. Contract Award: ☒

4. Title: Regional Stormwater Quality PID 000296A (Old PID 1859)		
5. Anticipated Scope and Description: Providing stormwater treatment for large areas, the County can meet state mandated Total Maximum Daily Load and National Pollutant Discharge Elimination System regulations & meet current water Quality treatment requirements for Stormwater discharges.		
6. YEAR OF CONSTRUCTION START: FY 13		
7. PROJECT BUDGET:	FY 13 Appropriation	Multi-Year Plan
Professional Services (Architectural/Engineering/Consulting)	\$ 113,000	\$ 2,718,000
Land/Right of Way/Building Acquisitions		0
Construction:	500,000	5,377,500
Testing		60,000
Other		6,500
TOTAL PROJECT BUDGET	\$ (1) 613,000	\$ (2) 8,162,000
8. FINANCIAL RESOURCES:		
Penny for Pinellas Sales Tax:		\$ 5,023,500
Local Option Gas Tax:		
Transportation Impact Fees:		
Grant(s): State, Local		3,138,500
Reimbursements:		
Enterprise Revenue (Water, Sewer, Solid Waste, Airport):		
Other:		
TOTAL FINANCIAL RESOURCES		\$ (2) 8,162,000
9. Project's First Full Year Estimated Operating Budget Fiscal Impact: ⁽³⁾		
Fiscal Year:	FY xx	
New Positions:	NONE	
Number:	N.A.	
Type:	N.A.	
Total Est. Fiscal Impact (Personal Services, Operating Expenses)	\$ 0	

(1) Amount represents current FY 13 appropriation.

(2) Amount represents expenditures from prior years, current Multi - Year Plan's project estimate and anticipated resources.

(3) Does not apply to current phase.