

**BOARD OF COUNTY COMMISSIONERS**

**DATE:** April 21, 2015

**AGENDA ITEM NO.** 20

**Consent Agenda** ☐

**Regular Agenda** ☒

**Public Hearing** ☐

**County Administrator's Signature:**

**Subject:**

Agreement for Wastewater Services Between the City of St. Petersburg and Pinellas County.

**Department:**

Utilities

**Staff Member Responsible:**

Robert M. Powell, Director

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE THE AGREEMENT WITH THE CITY OF ST. PETERSBURG, FLORIDA FOR WASTEWATER TREATMENT SERVICES FOR THE BEAR CREEK SANITARY DISTRICT RETROACTIVE TO MARCH 22, 2015.

IT IS FURTHER RECOMMENDED THE CHAIRMAN BE AUTHORIZED TO SIGN THE AGREEMENT AND THE CLERK TO ATTEST.

**Summary Explanation/Background:**

The County desires to enter into a new agreement with the City of St. Petersburg (City) to continue to provide wastewater collection and disposal services. The County has the responsibility for providing wastewater collection and disposal services to the unincorporated area located between the cities of Gulfport and South Pasadena known as the Bear Creek Sanitary Sewer District (District). The County, having no collection/disposal facilities in close proximity to the District, entered into an agreement in 1975 with the City to provide these services. The agreement was renewed on March 22, 2005 for a term of ten (10) years.

Under the new agreement, the City will process a minimum wastewater flow of 0.3 million gallons per day (mgd), up to a maximum flow of 0.65 mgd. The flow is monitored by a meter and the City renders monthly billing to the County based on the meter reading. The agreement is subject to the rates, fees, charges and strong wastes surcharges established by the St. Petersburg City Council by ordinance. The current fiscal year rate charged by the City is \$2.865 per million gallons. In addition, the City charges the County a 25% "outside the City limit surcharge" to the extent authorized by Section 180.191 Florida Statutes.

The agreement contains a subsidiary Pretreatment Agreement between the County and the City, known as Exhibit D of the primary agreement, setting forth the City's requirements for wastewater pretreatment to which the County must comply. The term of the agreement is for a period of ten (10) years.

**Fiscal Impact/Cost/Revenue Summary:**

Estimated expenditure over the 10-year term of the agreement is \$6,000,000.

Funding for the expense is budgeted in the Sewer Enterprise Fund.

**Exhibits/Attachments Attached:**

Contract Review Transmittal  
Agreement  
Location Map

**NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP**

**PROJECT:** Renewal of the Inter-local Agreement with the City of St. Petersburg for wholesale sewer service for the Bear Creek Sewer District residents

**CONTRACT NO:** N/A

**ESTIMATED EXPENDITURE / REVENUE:** Approx.  
\$6,000,000.00 over 10-years

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	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
<b>Originator: Utilities</b> Russ Bowman Jim Dulaney Bob Powell, Director	2/19 2/19 3/1/15		Cats approved Cats approved Cats approved	
<b>Risk Mgmt:</b> Virginia Holscher 3/10/15	3-27-15	GW	Public Entity to Public Entity	
<b>Finance:</b> Cassandra Williams	3/23/15	CBW		
<b>OMB:</b> Bill Berger Linda Benoit	3/18/15	E	See attached. Cats approved 3/18/15	4/1/15
<b>Legal:</b> Joe Morrissey AATF	3/30/15	Jmm		
<b>Assistant County Administrator:</b> David E. Scott, P.E.	4/1/15	DES		
<b>County Administrator's Office</b>				

Please return to Trina Shisler, Office of Engineering & Technical Support, ext. 45316

## OMB Contract Review

<b>Contract Name</b>	JPA w/City of St. Petersburg for Wholesale Sewer for Bear Creek		
<b>CATS#</b>	46870	<b>Contract #</b>	

Mark all Applicable Boxes:

Type of Contract								
CIP		Grant		Other	x	Revenue		Project

Contract information:

<b>New Contract (Y/N)</b>	Y	<b>Original Contract Amount</b>	\$6,000,000
<b>Fund(s)</b>	4051	<b>Amount of Change</b>	0
<b>Cost Center(s)</b>	435110	<b>Contract Amount</b>	\$6,000,000
<b>Program(s)</b>	2421	<b>Amount Available</b>	Total: \$
<b>Account(s)</b>	5340006	<b>Included in Applicable Budget? (Y/N)</b>	Y
<b>Fiscal Year(s)</b>	FY15-25		

### Description & Comments

(What is it, any issues found, is there a financial impact to current/next FY, does this contract vary from previous FY, etc.)

A 10-year contract for the city of St. Petersburg to process wastewater on behalf of certain Pinellas County Sewer customers located in an area not adjacent to PCU sewer collection pipes. This contract replaces the previous 10-year contract for these same services. A preliminary review was done to ensure that revenue received from these customers exceeds the cost of paying St. Pete to process the wastewater. A more detailed analysis is underway to ensure that this arrangement is still a positive impact for PCU.

Analyst:

Ok to Sign: ☒

### Instructions/Checklist

1. Upon receipt of a contract and notification in County Admin Tracking System (CATS) review the Agenda and Contract for language and accuracy. Make sure there are available funds, the dept is not overextending itself, was it planned, etc.
2. Complete the form above using the contract document and the County accounting & budgeting systems.
3. Use the "Description & Comments" section to give a brief summary of the contract and include your thoughts and pertinent information.
4. Print the form, initial, and leave folder on the Director's desk.
5. Login to CATS and click in the cell next to your name. A date will appear and click on the date you completed your review. Choose save and close the CATS system.

**AGREEMENT FOR  
WASTEWATER SERVICES**

THIS AGREEMENT made and entered into this 22<sup>nd</sup> day of March, 2015 by and between the CITY OF ST. PETERSBURG, a Florida municipal corporation, herein referred to as "St. Petersburg," and PINELLAS COUNTY, a political subdivision of the State of Florida, for the Bear Creek Sanitary District, herein referred to as "Pinellas County". Both St. Petersburg, as a provider of wholesale wastewater services, and Pinellas County, as a recipient of wholesale wastewater services, collectively hereafter sometimes referred to as the "Parties," are located in Pinellas County Florida.

W I T N E S S E T H:

WHEREAS, St. Petersburg owns and operates a wastewater collection, treatment, and disposal system, herein referred to as "the System"; and

WHEREAS, Pinellas County provides wastewater collection services to certain real property located within Pinellas County, Florida, known as the Bear Creek Sanitary District, more specifically described in Exhibit "A", attached hereto and incorporated by reference herein; and

WHEREAS, St. Petersburg and Pinellas County are parties to an existing agreement for wholesale wastewater service dated March 22, 2005 terminating on March 21, 2015; and

WHEREAS, St. Petersburg agrees to provide, and Pinellas County agrees to pay for wastewater transmission, treatment, and disposal service ("Wastewater Services") subject to the terms of this Agreement; and

WHEREAS, St. Petersburg and Pinellas County are committed to comply with all Federal, State and Local statutes, rules and regulations governing wastewater systems and with the terms of this Agreement; and

WHEREAS, St. Petersburg and Pinellas County covenant and agree that they have the power and authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. **SERVICE**

(a) St. Petersburg agrees to provide and Pinellas County agrees to pay for Wastewater Services during the term of this Agreement and in accordance with the terms and conditions hereinafter set forth.

(b) St. Petersburg will treat wastewater flow from 0.3 million gallons per day (mgd) up to a maximum daily flow of 0.65 mgd within St. Petersburg's wastewater treatment system in accordance with the terms of this Agreement and in accordance with the standards of applicable rules and regulations.

## 2. POINT OF CONNECTION

(a) All wastewater flows delivered to St. Petersburg from Pinellas County under this Agreement shall be delivered to a point of connection between the St. Petersburg wastewater system and the Pinellas County wastewater system.

(b) The point of connection shall be that point where the conveyance system of St. Petersburg is physically connected with the conveyance system of Pinellas County and is more specifically described in Exhibit "B" attached hereto and incorporated by reference herein. St. Petersburg shall own all wastewater facilities and appurtenances from the point of connection to the wastewater treatment facility, unless otherwise agreed. Pinellas County shall own all wastewater facilities up to the point of connection.

## 3. METERING

(a) Pinellas County shall be responsible for the installation, operation, maintenance and replacement of an eight-inch (8") diameter wastewater meter together with appurtenant equipment at such location as shown in Exhibit "C" (hereafter "the Meter"). Pinellas County shall inspect and calibrate the Meter at least once each year. The metering equipment shall record total flow from Pinellas County with an error tolerance not to exceed  $\pm$  five percent (5%) of the full scale reading, suitable for billing purposes.

(b) St. Petersburg shall read Pinellas County's meter for billing purposes each month. No later than January 31<sup>st</sup> of each year, Pinellas County shall calibrate the Meter and provide the results of the certified calibration to St. Petersburg in writing.

(c) St. Petersburg shall have the right to check the accuracy of the Meter at any time by notifying Pinellas County in writing and requesting that Pinellas County conduct an inspection of the Meter. Pinellas County shall arrange for an inspection and provide at least three (3) business days advance written notice to St. Petersburg of the date of such inspection. Pinellas County shall provide a report of the inspection findings to St. Petersburg within thirty (30) days of the completion of such inspection. If the Meter is found to be recording flows within  $\pm$  five percent (5%), St. Petersburg shall bear the cost of such inspection and shall reimburse Pinellas County for the inspection costs within thirty (30) days of receipt of invoice for those costs. The term "inspected" used in this Paragraph 3 shall mean an inspection by personnel certified by the manufacturer of the flow meter to test and calibrate the accuracy of the flow meter.

(d) If the Meter is found to be in error exceeding  $\pm$  five percent (5%) of true accuracy, it shall be re-calibrated in accordance with the manufacturer's recommended standards at Pinellas County expense. The Parties shall then review the monthly wastewater service bills since the last inspection or calibration of the Meter to attempt to identify when the error rate began to

exceed  $\pm$  five percent (5%). In conducting their review, the Parties shall consider relevant historical wastewater flow data from previous years, seasonal and unseasonable weather conditions, significant events impacting Pinellas County's collection system (e.g., malfunctions, repairs and improvements), significant construction and development activities, as well as any other matters which may account for material changes in the amount of wastewater produced by Pinellas County. If the Parties are unable to establish, to a reasonable degree of certainty, a time since the Meter was last inspected or calibrated where it appears that the monthly wastewater flow from Pinellas County, as measured by the Meter, began differing from actual monthly wastewater flow from Pinellas County by more than  $\pm$  five percent (5%), it shall be presumed the error began occurring on the mid-point date between the previous inspection or calibration and the date on which the error rate was confirmed through inspection or re-calibration. The monthly wholesale wastewater service bills paid by Pinellas County to St. Petersburg since the date the Parties identify as the date on which the Meter began malfunctioning, shall be adjusted. Pinellas County shall pay to or receive from St. Petersburg the sum of the difference between the wastewater service bills invoiced since the Meter began malfunctioning and the re-computed wastewater service bills for that period. Amounts due or owed by Pinellas County will be paid in equal monthly installments over the number of months the error rate exceeded  $\pm$  five percent (5%) beginning the month following re-computation of the wastewater service bills for that period.

(e) If it is necessary for Pinellas County to take the Meter offline for required maintenance or if it is known by Pinellas County that a meter is functioning improperly, Pinellas County shall promptly notify St. Petersburg. For any time period during which the Meter is offline or was known to be functioning improperly, St. Petersburg will apply and Pinellas County shall pay the average of the prior six (6) months to the volume charge until such time that the Meter is online and functioning properly.

#### 4. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

(a) Pinellas County and St. Petersburg agree to comply with all applicable Federal, State, and Local regulations including, but not limited to, Federal pretreatment and cross connection control regulations. Pinellas County shall execute the Industrial Pretreatment Agreement attached as Exhibit "D" and incorporated by reference herein. This Industrial Pretreatment Agreement shall supersede all previous Pretreatment Agreement entered into between Pinellas County and St. Petersburg.

(b) If at any time Pinellas County shall not comply with the restrictions imposed upon it in this Agreement, or if Pinellas County shall create any condition or allow any condition to persist which St. Petersburg determines harmful, disruptive, or destructive to any of its wastewater facilities which carry, treat and dispose of wastewater discharged by Pinellas County, St. Petersburg shall give thirty (30) days written notice by certified mail to Pinellas County to discontinue such harmful operation or practice. Should Pinellas County refuse to correct such harmful condition within thirty (30) days of such written notice, St. Petersburg may, at its sole discretion, provide remedies to such conditions and charge all costs of said remedy to Pinellas County, including the cost of repairing damage directly associated with St. Petersburg's

wastewater system, including intercepting sewers and pumping stations. Pinellas County shall be responsible for any costs, fees, fines or penalties assessed against St. Petersburg as a result of permit or other regulatory violations caused as a result of any act, omission, or negligence by Pinellas County, or its officers, agents or employees in the operation of its wastewater collection system. Such costs, fee, fines or penalties shall be in addition to any other damages Pinellas County is responsible for pursuant to paragraph 14 of this Agreement.

(c) Pinellas County understands and acknowledges that the infiltration of fresh or saltwater into Pinellas County's wastewater system causes the capacity of St. Petersburg to treat domestic or industrial wastewater to be diminished and creates problems with St. Petersburg's ability to treat and dispose of wastewater. Pinellas County agrees that at the point of connection to St. Petersburg's system, chloride levels shall not exceed the local limit established for chlorides in the City of St. Petersburg City Code, unless such chloride levels are due to extreme natural disaster or Act of God. (i.e. hurricane, tropical storm event.) Pinellas County shall provide appropriate sampling locations for St. Petersburg to sample Pinellas County's wastewater to verify Pinellas County's compliance with this Agreement. Pinellas County further agrees to keep its wastewater collection system in such repair or conditions so that infiltration and inflow will be controlled. Pinellas County shall undertake a comprehensive sanitary sewer evaluation study to identify excess inflow and infiltration and implement a program to control excess inflow and infiltration through a sewer rehabilitation program and shall submit annual reports to St. Petersburg concerning its capacity, maintenance, operation and management program. Upon adoption of any applicable Federal, State or Local regulations relating to the maintenance, operation and management of sanitary sewer systems, Pinellas County agrees to comply with the same.

(d) Pinellas County agrees to deliver primarily domestic sewage to the St. Petersburg system. Pinellas County agrees to prohibit the delivery of wastewater to the St. Petersburg system that will interfere with the treatment process and agrees to provide or require such pretreatment of sewage to meet acceptable effluent standards of the St. Petersburg wastewater system. The delivery of wastewater from the Pinellas County system to the St. Petersburg system shall be regulated and shall conform with the prohibitions and limitations established in the St. Petersburg City Code as the same now exists and/or as the same shall be hereafter amended from time to time. St. Petersburg shall adopt such local standards by Ordinance for Industrial Pretreatment for all of its customers, including wholesale users of the St. Petersburg wastewater system from time to time for protection of its wastewater system. St. Petersburg agrees to begin discussion with Pinellas County no less than six (6) months prior to any changes to St. Petersburg's Industrial Pretreatment Ordinance that would change the local standards for Industrial Pretreatment.

5. PROJECTIONS AND WASTEWATER FLOWS

(a) No later than January 30 of each year, Pinellas County will give written notice to St. Petersburg of its projected wastewater flows for the current year and the five (5) years following the year in which such notice is given. Such projections shall include maximum and average flows stated in gallons per day. Flow projections shall be based upon the sanitary sewer service district population projection, per capita daily demand projection, average daily wastewater projection, and average inflow and infiltration flow projections based upon historical records.

(b) In the event that the performance of this Agreement by either Party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either Party, including, but not limited to Acts of God, allocations or other governmental restrictions upon the use of or availability of plant capacities, rationing, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgment or restraining order of injunction of any court, said Party shall not be liable for such non-performance. Both Parties agree to promptly notify the other Party of any such event that would prevent it from performing its obligations pursuant to this Agreement. Each Party shall provide the other with a contact name and phone number for 24-hour availability in the event of an emergency.

(c) St. Petersburg reserves the right to restrict or otherwise limit the amount of capacity available to any customer during periods of emergency, storms, or other intermittent or temporary events when, in the sole discretion of St. Petersburg, such restrictions or limitations are necessary for the efficient and effective operation of its system. St. Petersburg agrees to notify Pinellas County in advance, if practicable, and to promptly notify Pinellas County of any such event that would require it to restrict or otherwise limit its ability to treat wastewater from Pinellas County.

6. RATES AND CHARGES

(a) St. Petersburg agrees to provide and Pinellas County agrees to pay for Wastewater Services on the basis of the rates, fees, charges, and surcharges established by the St. Petersburg City Council by Ordinance. Pinellas County shall also pay a twenty-five percent (25%) outside St. Petersburg city limit surcharge. St. Petersburg shall provide preliminary notice to Pinellas County at least ninety (90) days prior to the effective date of any increases to the rates, fees, charges and surcharges. St. Petersburg shall also provide notice at least ten (10) days prior to the public hearing scheduled to increase the rates, fees, charges or surcharges.

(b) St. Petersburg shall bill Pinellas County monthly based on the meter reading of the Meter, in accordance with the rates, fees, charges, and surcharges which are duly in effect at the time service is delivered. Meter readings for the month shall be made on or about the last day of



the month and payment shall be made upon receipt of invoice. Payments received after thirty (30) days shall be subject to reasonable late charges as established by St. Petersburg and published in the St. Petersburg City Code. Failure of Pinellas County to pay charges shall constitute a breach of this Agreement.

7. NO ACQUIRED RIGHTS

Neither Party shall, by reason of any provision of this Agreement, or the use of facilities thereunder, or otherwise, acquire any vested or adverse right or future right, in law or equity, in the treatment, collection or disposal system owned by the other Party. The use, rental, or license of treatment services after the expiration of the initial term of this Agreement or under any renewal thereof shall not be deemed to initiate, create or vest any rights, save those herein expressly stated and enumerated.

8. OWNERSHIP

It shall be understood between the Parties hereto that each Party owns its own wastewater collection system and each is a separate and independent system from the other.

9. DISCONNECTION

Should this Agreement terminate for any reason, the connections, pipes and appliances connected to the St. Petersburg system shall be disconnected, and the St. Petersburg system left in as good condition as before connection was made therewith, normal wear and tear excepted.

10. DEFAULTS

In addition to other legal remedies, if either Party shall fail to comply with the provisions of this agreement, the other has the option to cancel this Agreement by giving the other Party ninety (90) days written notice.

11. TERM

The term of this Agreement shall be for ten (10) years, renewable by mutual consent of the Parties for an additional ten (10) years on the same terms and conditions.

12. ASSIGNMENT

Pinellas County may not assign its rights under this Agreement without prior written approval of CITY which shall not be unreasonably withheld. Any assignment so approved shall be in writing and shall be executed with the same formalities as this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, whether by merger, consolidation, conveyance or otherwise.

13. SUPERSEDES

This Agreement replaces and supersedes all previous agreement by and between St. Petersburg and Pinellas County regarding Wastewater Services for the Bear Creek Sanitary District.

14. HOLD HARMLESS

To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, Pinellas County agrees to indemnify, defend, save, and hold harmless St. Petersburg from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by Pinellas County, its agents or employees, or due to any act, occurrence, omission, or negligence of Pinellas County, its agents or employees in the operation of its system. To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, St. Petersburg agrees to indemnify, defend, save, and hold harmless Pinellas County from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by St. Petersburg, its agents or employees, or due to any act, occurrence, omission, or negligence of St. Petersburg, its agents or employees in the operation of its system. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes.

15. NOTICE

All notices, requests, and other communications which are required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given or delivered personally when sent by facsimile, telex or telegram, or when mailed, registered or certified, first-class postage pre-paid as set forth below:

If to St. Petersburg, to:

Director Water Resources Department  
City of St. Petersburg  
1650 Third Avenue North  
St. Petersburg, FL 33713

with a copy to:

City Attorney  
P.O. Box 2842  
One 4<sup>th</sup> Street North  
St. Petersburg, FL 33701

If to Pinellas County to:

Director of Utilities  
Pinellas County  
14 South Ft. Harrison Ave.  
Clearwater, FL 33756

with a copy to:

County Attorney  
Pinellas County  
315 Court St.  
Clearwater, FL 33756

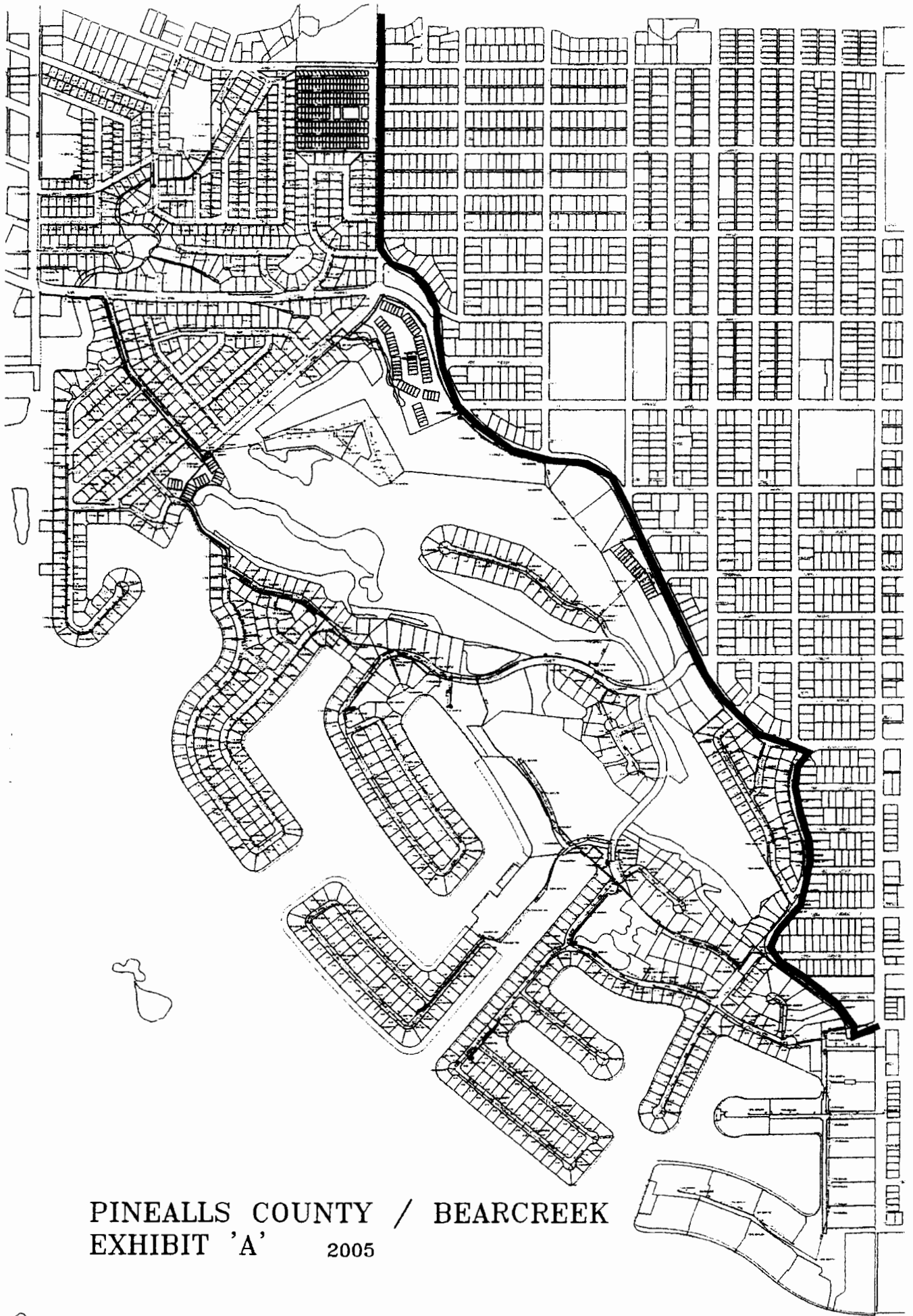
If any one or more sections, clauses, sentences or part of this Agreement shall for any reason be questioned in any Court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confirmed in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this Agreement in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances.

CITY OF ST. PETERSBURG

By: \_\_\_\_\_  
City Attorney (designee)                      Date

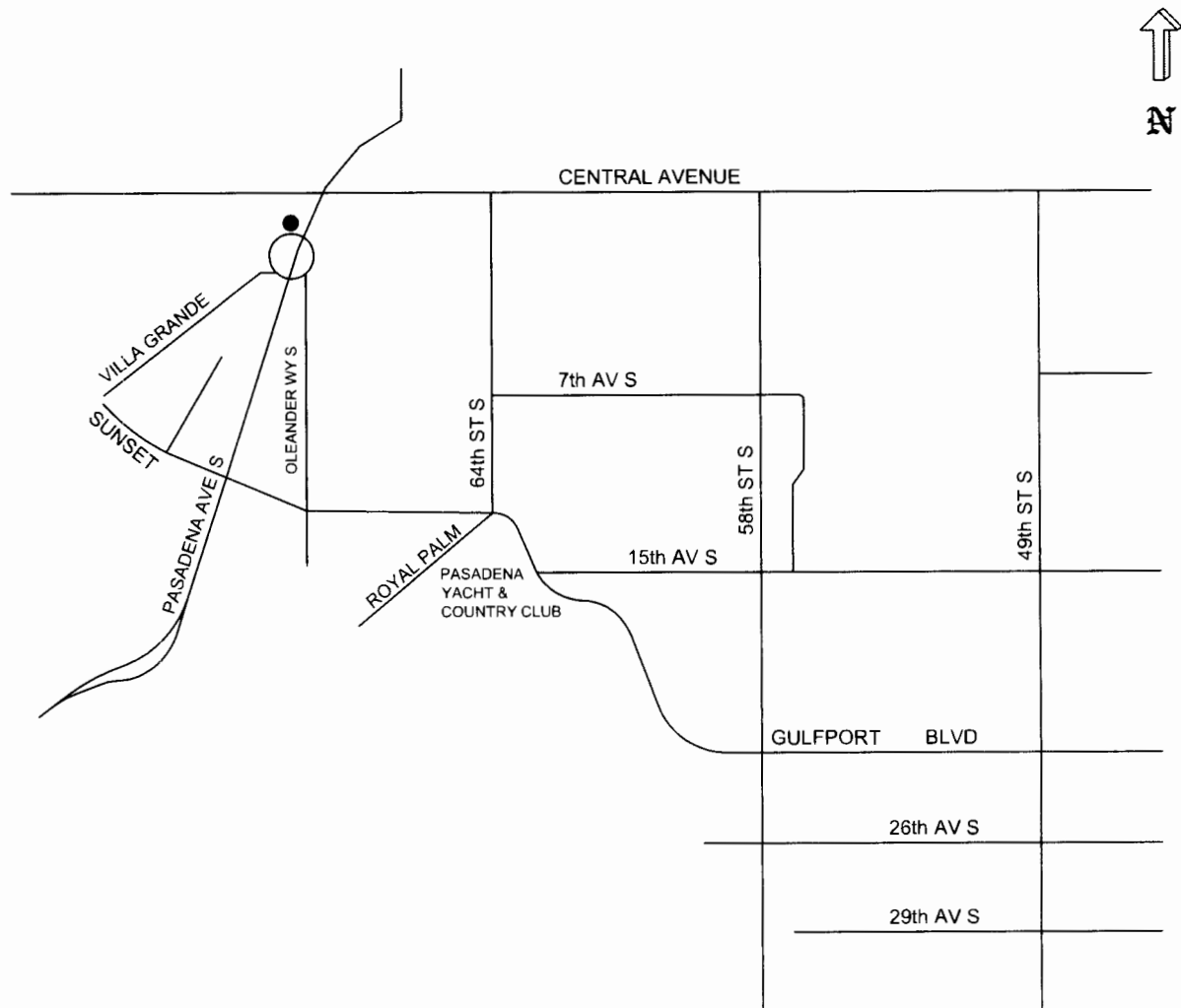
By: \_\_\_\_\_ Date \_\_\_\_\_  
Clerk of the Circuit Court  
Pinellas County, FL

By: Joseph A. Murray  
Office of the County Attorney ) Date



PINEALLS COUNTY / BEARCREEK  
EXHIBIT 'A' 2005

# EXHIBIT "B"



## PINELLAS COUNTY/BEAR CREEK WHOLESALE SERVICE AGREEMENT

DATE: 9/11/14

● WASTEWATER CONNECTION LOCATION  
PASADENA MASTER LIFT STATION

CITY OF ST. PETERSBURG, WATER RESOURCES DEPARTMENT



Drawn By: JRM  
Tech Support  
Scale: NTS  
DATE: 09-11-14

EXHIBIT "B"  
PINELLAS COUNTY/BEAR CREEK  
WHOLESALE SERVICE AGREEMENT

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# EXHIBIT "C"



CITY OF ST. PETERSBURG, WATER RESOURCES DEPARTMENT



Drawn By: JRM  
Tech Support  
Scale: NTS  
DATE: 12-9-14

EXHIBIT "C"  
PINELLAS COUNTY/BEAR CREEK  
WHOLESALE SERVICE AGREEMENT

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**Exhibit D**

**PRETREATMENT AGREEMENT**

Between

**CITY OF ST. PETERSBURG and PINELLAS COUNTY**

**THIS PRETREATMENT AGREEMENT** entered into this 22nd day of March, 2015, by and between the CITY OF ST. PETERSBURG, a municipal corporation of the State of Florida, herein referred to as “St. Petersburg”, and PINELLAS COUNTY, a political subdivision of the State of Florida, for the Bear Creek Sanitary District, herein referred to as “Pinellas County” (collectively “Parties”).

WITNESSETH

**WHEREAS**, St. Petersburg owns, operates and maintains a wastewater collection, treatment, and disposal system which is permitted by the Florida Department of Environmental Protection (FDEP); and

**WHEREAS**, St. Petersburg provides wastewater service to Pinellas County pursuant to an agreement dated March 22, 2015 (the “Agreement”); and

**WHEREAS**, St. Petersburg is required by federal and state law to administer an approved industrial pretreatment program (“Program”); and

**WHEREAS**, St. Petersburg presently operates a Program which is approved by the FDEP as delegated by the U.S. Environmental Protection Agency (EPA); and

**WHEREAS**, both parties recognize their industrial wastewater control obligations pursuant to 40 CFR 403 and Rule 62-625, Florida Administrative Code (F.A.C.);

**NOW, THEREFORE**, in consideration of the following terms and conditions, St. Petersburg and Pinellas County agree:

1. The terms of this Pretreatment Agreement shall apply only to the Bear Creek Sanitary District for which St. Petersburg provides wastewater service to Pinellas County.
2. Pinellas County shall adopt and diligently enforce a sewer use ordinance for the Bear Creek Sanitary District which is no less stringent than St. Petersburg’s pretreatment sewer use ordinance, Chapter 27, Article III, Division 3 of the St. Petersburg City Code. Such ordinance shall include local limits for industrial discharge that are no less stringent than the local limits established in the St. Petersburg City Code.

3. St. Petersburg shall notify Pinellas County in writing of any amendments to its pretreatment ordinance within five (5) business days of the enactment thereof. Pinellas County agrees that it will enact amendments to its own ordinance for the Bear Creek Sanitary District at least as stringent as those adopted by St. Petersburg within ninety (90) days of such notification.
4. Pinellas County certifies that there currently are no significant industrial users ("SIUs") as that term is defined by 62-625.200 F.A.C., located within the Bear Creek Sanitary District. Pinellas County shall designate an appropriate official or employee to perform an ongoing industrial waste survey according to procedures established by Chapter 3 of the State of Florida manual entitled "Florida Guidance Manual for Pretreatment Programs". The official shall review, on a quarterly basis, all pertinent records (e.g., connection permits, business licenses, water use records), to determine if any new SIUs will be locating or have located within the Bear Creek Sanitary District.
5. If no SIUs are discovered, Pinellas County shall certify in writing and document that there are no SIUs, as defined above, connected to Bear Creek Sanitary District sewer system. This written certification and documentation shall be signed by an appropriate official and shall be submitted to St. Petersburg's Industrial Pretreatment Program on an annual basis in the last week of June of each year.
6. If any prospective or existing SIU is identified, Pinellas County shall immediately provide written notification to St. Petersburg and the provisions of paragraph 8 shall apply. Pinellas County shall provide St. Petersburg access to these records for independent verification of both Pinellas County's review procedures and records.
7. If Pinellas County identifies any existing industrial user who subsequently changes its manufacturing or other processes which cause it to be reclassified as an SIU, or, if Pinellas County identifies any existing industrial user which subsequently becomes an SIU due to Federal or State regulatory changes, Pinellas County shall immediately provide written notification to St. Petersburg and the provisions of paragraph 8 shall apply.
8. Pinellas County shall not authorize any new or reclassified SIUs located within the Bear Creek Sanitary District to commence discharges to the sewer system until provision has been made between Pinellas County and St. Petersburg to oversee the industrial user's compliance with all applicable Federal, State, and local pretreatment requirements. This shall be accomplished by renegotiation of this Pretreatment Agreement to establish and



designate administrative responsibilities between Pinellas County and St. Petersburg for all pretreatment legal and programmatic functions required by 40 CFR Part 403 and Rule 62-625, (F.A.C).

9. Upon St. Petersburg's request, any authorized officer or employee of St. Petersburg may enter and inspect at any reasonable time any part of the Bear Creek Sanitary District sewer system, provided an officer or employee of Pinellas County accompanies any representative of St. Petersburg. The right of entry and inspection shall extend to public streets, easements and property within which the system is located. At St. Petersburg's request, St. Petersburg shall be permitted, as appropriate, to enter onto private property to inspect industrial dischargers. Pinellas County shall make all necessary legal and administrative arrangements for these inspections. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing and access to (with the right to copy) all pertinent compliance records located on the premises of the industrial user. Pinellas County agrees to cooperate with St. Petersburg in performing any necessary inspections to ensure that all users of the sewer system comply with Federal and State Pretreatment Regulations. Pinellas County agrees to cooperate with St. Petersburg in performing any necessary inspections to ensure that all users of the sewer system comply with Federal and State Pretreatment Regulations.
10. This Pretreatment Agreement shall expire upon expiration of the Agreement.
11. If any one or more sections, clauses, sentences or parts of this Pretreatment Agreement shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions hereof, and the inapplicability or invalidity of any section, clause, sentence, part or provision of this Pretreatment Agreement in any one or more instances shall not affect or prejudice in any way its applicability or invalidity in any other instances.
12. This written Pretreatment Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. This Pretreatment Agreement may be executed in several counterparts, each of which, if properly executed by the parties, shall be considered an original. This Pretreatment Agreement shall become effective immediately upon a certified copy hereof being filed with the Clerk of the Circuit Court for Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

**CITY OF ST. PETERSBURG**

ATTEST:

By: \_\_\_\_\_  
Rick Kriseman                      Date  
Mayor

By: \_\_\_\_\_  
Chan Srinivasa                      Date  
City Clerk

Approved as to content and form:

By: \_\_\_\_\_  
City Attorney (designee)              Date

**PINELLAS COUNTY**

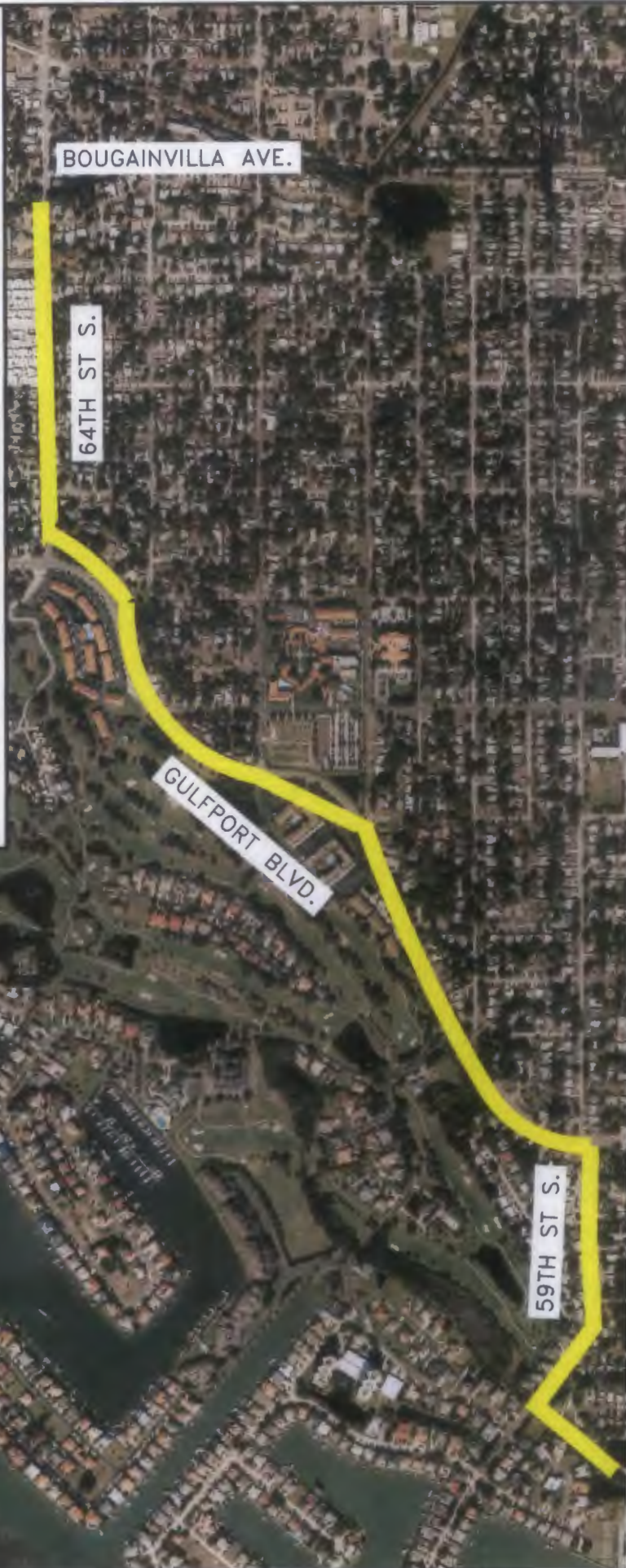
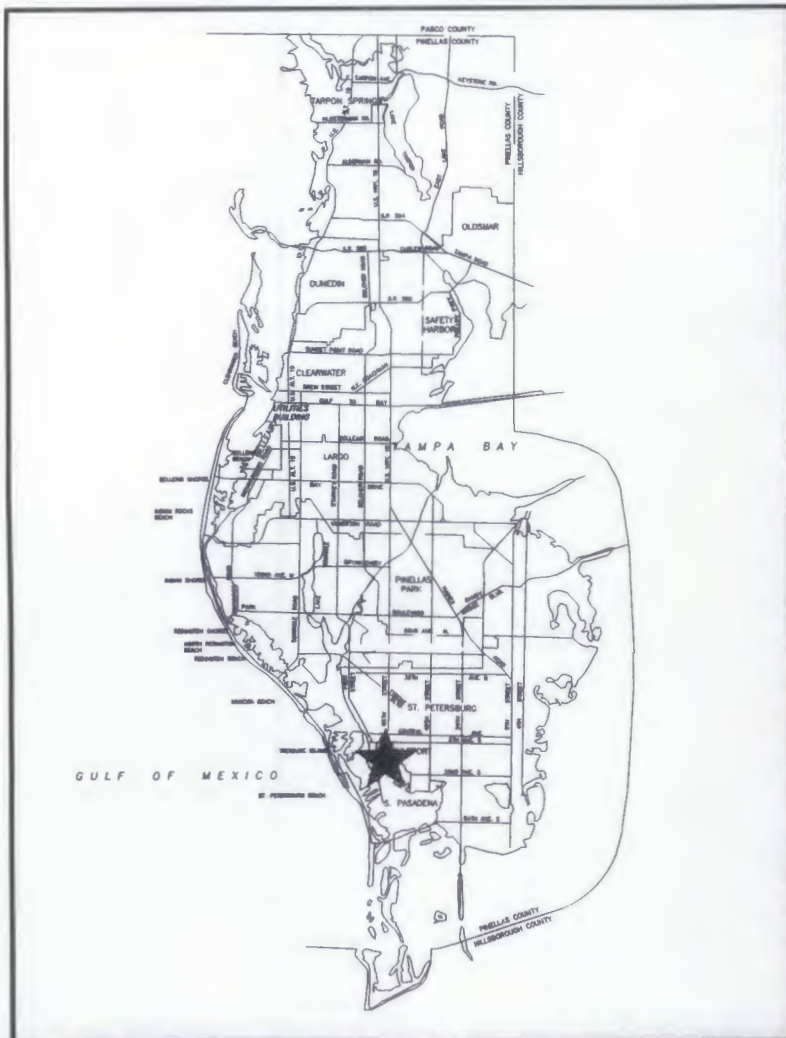
ATTEST:

By: \_\_\_\_\_  
Chairman                      Date

By: \_\_\_\_\_  
Clerk of the Circuit Court              Date  
Pinellas County, FL

Approved as to form:

By: *Joseph A. M...*  
Office of the County Attorney      Date



# BEAR CREEK WASTEWATER SERVICES LOCATION MAP