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File No. RESA01

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Amendment VI to Interlocal Agreement between City of Orlando and Seminole County
DEPARTMENT: Environmental Services DIVISION: Administration AUTHORIZED BY: CONTACT: Robert G. Adolphe EXT. 2012
Robert G. Adolphe, P.E. Director Agenda Date 4-26-05 Regular Consent Work Session Briefing Public Hearing - 1:30 Public Hearing - 7:00
MOTION/RECOMMENDATION:
Approve Amendment VI to the Agreement Between City of Orlando and Seminole County for Refurbishment of the Iron Bridge Water Reclamation Facility
BACKGROUND: The original Iron Bridge facility, as it was placed into service in 1981 requires refurbishment. The original treatment processes comprised of Rotating Biologic Chambers (RBCs) have deteriorated and are no longer serviceable in a cost effective manner. Through design and construction efforts associated with re-rating the BardenPho treatment process, allocated capacities to the participating entities will be maintained. This amendment reflects the County's pro rata share of improvements consistent with our historic participation level. The County's pro rata share is estimated at \$7,447,849 to be incurred through 2006. It is estimated our present obligation for the portion of improvements completed is approximately \$3,500,000. As we have discussed with the Board as a briefing item on September 24, 2004 regarding the Iron Bridge Water Reclamation Facility Rehabilitation program, outside debt funding is anticipated for this project. Until additional outside funding is secured, temporary funding will be accommodated by use of sewer connection fees. Once secured the enterprise fund would reimburse the restricted source of connection fees.

AMENDMENT VI TO INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF ORLANDO AND SEMINOLE COUNTY

THIS AMENDMENT VI TO INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF ORLANDO AND SEMINOLE COUNTY (hereinafter referred to as "AMENDMENT") is made and entered into this ___day of ______, 2004, by and between the CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "ORLANDO"), and SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "AGENCY") (and ORLANDO and AGENCY collectively hereinafter referred to as the "PARTIES").

WHEREAS, ORLANDO, AGENCY, and other Central Florida government agencies (hereinafter referred to individually as "PARTICIPATING ENTITY" and collectively as "PARTICIPATING ENTITIES") previously have entered into Intergovernmental Agreements (and/or Addendums and Amendments to said Intergovernmental Agreements) relating to the planning, construction, and operation (and responsibility and procedure for payment) of the regional wastewater treatment facility commonly known as the Iron Bridge Regional Water Reclamation Facility (hereinafter referred to as the "PLANT"); and

WHEREAS, the PLANT went on line in 1981 with an innovative treatment process provided by Rotating Biological Contactors (hereinafter referred to as "RBC"). Because of certain deficiencies, the RBC system initially was not able to meet state and federal effluent requirements. As a result, a number of projects were constructed in the mid 1980's to provide more reliable treatment efficiencies; and

WHEREAS, ORLANDO expanded the PLANT by twelve (12) million gallons per day (hereinafter referred to as "MGD") during the late 1980's with a different treatment technology known as the BardenPho process, which provided biological nutrient removal. Subsequent to this expansion, ORLANDO was able to obtain a one hundred percent (100%) Environmental Protection Agency (hereinafter referred to as "EPA") grant to construct a second twelve (12) MGD BardenPho treatment train and down rate the RBC system from twenty-eight (28) MGD to sixteen (16) MGD because of excessive operating costs for the RBC system. The construction of the two (2) BardenPho treatment trains was completed by 1991, giving the PLANT twenty-four (24) MGD of BardenPho capacity; and

WHEREAS, many of the components of the original RBC facilities are at the end of their design life and are failing or have become obsolete and have necessitated the development of a number of different renewal and replacement projects, the most important of which is the badly needed replacement of the entire RBC treatment process; and

WHEREAS, ORLANDO, through a rigorous series of pilot tests, was able to rerate the BardenPho treatment trains from twenty-four (24) MGD to forty (40) MGD. As a result, ORLANDO was successful in obtaining an operating permit modification from the Florida Department of Environmental Protection (hereinafter referred to as "FDEP") which allowed ORLANDO to shut down the RBC portion of the treatment facilities permanently and direct all flows to the BardenPho treatment trains; and

WHEREAS, in order to reliably treat effluent flows at forty (40) MGD, there are a number of PLANT improvement projects which must be implemented as detailed herein; and

WHEREAS, it is deemed in the best interest of ORLANDO, AGENCY and the other PARTICIPATING ENTITIES to amend the existing Intergovernmental Agreements to reflect

the terms and conditions by which they intend to be bound relative to the permitting, project management, design, construction, inspection and testing of these projects.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein recited, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES hereby agree and ratify as follows:

- The foregoing recitals are true and correct and are hereby incorporated herein by this
 reference. The definitions set forth above are hereby incorporated herein by this
 reference.
- 2. ORLANDO, by means of its agents, consultants and contractors, will permit, project manage, design, construct, inspect, test and place into service certain improvements for the PLANT (hereinafter referred to as "IMPROVEMENTS") as described in Exhibit "A", attached hereto and incorporated herein by reference, under the terms and conditions set forth under this AMENDMENT.
- 3. ORLANDO will be responsible for obtaining all necessary permits for the construction and operation of the IMPROVEMENTS. All costs associated with obtaining said permits shall be apportioned amongst the PARTIES based upon the terms herein described.
- 4. AGENCY ratifies and agrees to pay its pro-rata share of the permitting, design, project management, construction, inspection, and testing costs (hereinafter referred to as "COSTS") of said IMPROVEMENTS. The AGENCY's pro-rata share of COSTS shall be based on the AGENCY's reserved wastewater flows, either reserved by the previous Intergovernmental Agreements, Addendums, or Amendments thereto or as later requested or modified in the PLANT, as set forth on Exhibit "B," attached hereto and incorporated herein by reference. The estimated COSTS for the IMPROVEMENTS, as

allocated between ORLANDO, AGENCY, and the other PARTICIPATING ENTITIES, the basis for allocation of the COSTS, and the estimated schedule for implementation of the IMPROVEMENTS is set forth on Exhibit "C," attached hereto and incorporated herein by reference. ORLANDO and AGENCY shall be responsible for paying their prorata share of the actual COSTS of the IMPROVEMENTS, which the PARTIES acknowledge may exceed the estimated amounts and deviate from the estimated schedule set forth in Exhibit "C."

- 5. AGENCY ratifies and agrees to pay its pro-rata share of the total COSTS of the IMPROVEMENTS as indicated in the following manner:
 - a. ORLANDO has incurred COSTS for certain IMPROVEMENTS, either completed or underway at the time of execution of this AMENDMENT. It is agreed that within thirty (30) calendar days of receipt of an invoice from ORLANDO, AGENCY shall pay to ORLANDO its pro-rata share of these incurred COSTS.
 - b. Subsequent to the initial billing for the COSTS specified in paragraph 5a above, ORLANDO will bill AGENCY monthly for AGENCY'S pro-rata share of the COSTS of the IMPROVEMENTS incurred during the previous month, which shall include, but not be limited to, all COSTS incurred or obligated by ORLANDO to that date for AGENCY'S share of the COSTS of the IMPROVEMENTS and the AGENCY'S pro-rata share of such other COSTS incurred or contracted to be incurred by ORLANDO unless solely attributable to ORLANDO's reserved share of the capacity.

- c. ORLANDO, similarly, will continue to bill the remaining share of the COSTS of the IMPROVEMENTS as incurred on a monthly basis until the IMPROVEMENTS have been completed and AGENCY has paid its pro-rata share of the actual COSTS.
- d. Any COSTS increment as set out above not paid by the date due, which shall be thirty (30) calendar days after receipt, shall bear interest at the legal rate of interest in the State of Florida for unpaid judgments. AGENCY shall have the right to question in good faith any amount incurred by ORLANDO for the IMPROVEMENTS and billed to AGENCY, and ORLANDO shall endeavor to use its best efforts to answer any said inquiry to the satisfaction of the AGENCY. Notwithstanding the above, AGENCY shall pay any undisputed amount under the procedure as set out above. The PARTIES agree to act in good faith to promptly resolve any billing disputes that may arise.
- 6. The PARTIES shall not involuntarily be made to pay for more than their pro-rata share as determined above, even if another PARTICIPATING ENTITY refuses or is unable to pay its appropriate pro-rata share.
- 7. Responsibility for financing its pro-rata share of the COSTS shall be the obligation of ORLANDO, AGENCY and each PARTICIPATING ENTITY, but this shall in no way prohibit or limit two (2) or more PARTICIPATING ENTITIES from cooperating in a joint financial effort. The lack of, or difficulty with, a financing plan by either of the PARTIES, or by any PARTICIPATING ENTITY or ENTITIES shall not be good cause to delay a scheduled or requested payment under the terms of this AMENDMENT or any other agreement between AGENCY and ORLANDO.

- 8. ORLANDO shall make available, upon written request, all records to AGENCY regarding the permitting, project management, design, construction, testing, inspection and placing into service of all IMPROVEMENTS as contemplated by this AMENDMENT and payments therefore. AGENCY will be sent copies of all regulatory agency reports required to be filed by ORLANDO if requested by AGENCY. AGENCY shall receive from ORLANDO periodic progress reports of the IMPROVEMENTS and shall be allowed to attend any meetings or discussions with any regulatory agencies, contractors, or other entities concerning these IMPROVEMENTS.
- 9. AGENCY agrees to use its best efforts to cooperate with ORLANDO in the permitting, project management, design, construction, testing, and inspection of said IMPROVEMENTS and shall promptly review any submittals sent by ORLANDO or give such other consideration or information as requested by ORLANDO and reasonably necessary for the implementation of the IMPROVEMENTS.
- 10. This AMENDMENT shall not be construed more strictly against one PARTY than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the PARTIES, it being recognized that both the AGENCY and ORLANDO have contributed substantially and materially to the preparation hereof.
- 11. This AMENDMENT supersedes all previous agreements, amendments or representations, either verbal or written, heretofore in effect between AGENCY and ORLANDO concerning the matters covered herein, except that this AMENDMENT shall in no way supersede or amend the other Intergovernmental Agreements or addendums except as specifically provided herein. Any amendment supplement or change to this AMENDMENT shall be made in writing and executed by the authorized representatives

of the PARTIES. ORLANDO agrees that AGENCY shall have the benefit of the most

favorable terms existing between ORLANDO and any other PARTICIPATING ENTITY

or ENTITIES entering into a similar amendment for the same purposes as those

contained herein.

12. The PARTIES agree and acknowledge that time is of the essence for the performance of

all duties, terms and requirements herein.

13. No right or remedy herein conferred upon or reserved to either PARTY hereto is intended

to be exclusive of any other right or remedy, and each and every right and remedy shall

be cumulative and in addition to any other right or remedy given hereunder, or now or

hereafter legally existing. The failure of either PARTY hereto to insist at any time upon

the strict observance or performance of any of the provisions of this AMENDMENT or to

exercise any right or remedy as provided in this AMENDMENT shall not impair any

such right or remedy or be construed as a waiver or relinquishment thereof with respect

to subsequent defaults. Every right and remedy given by this AMENDMENT to the

PARTIES hereof may be exercised from time to time and as often as may be deemed

expedient by the PARTIES hereto, as the case may be.

14. Any and all notices, consents, or directives by either PARTY intended for the other shall

be in writing and shall be given by hand delivery or by the United States mail, registered

or certified mail, return receipt requested, to the following address, unless either PARTY

shall have designated a different address by serving written notice of change of address

on the other PARTY given in accordance with the provisions of this paragraph.

If to ORLANDO:

Public Works Director

City of Orlando

400 South Orange Avenue, 8th Floor

Orlando, Florida 32801

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If to AGENCY:

Director, Department of Environmental Services

Seminole County 1101 East First Street Sanford, Florida 32771

- 15. Except as may be stated elsewhere herein, this AMENDMENT cannot be assigned by either PARTY without the prior written consent of the other PARTY, which consent shall be subject to the sole discretion of the non-requesting PARTY.
- 16. This AMENDMENT and all the provisions hereof shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.
- 17. If any of the provisions of this AMENDMENT shall be construed to be illegal or invalid, such construction shall not affect the legality or validity of any of the other provisions hereof, and the illegal or invalid provisions hereof shall be deemed stricken and deleted from this AMENDMENT to the same extent as if never incorporated herein, but all other provisions hereof shall remain in full force and effect.

	CITY OF ORLANDO, FLORIDA
ATTEST:	Mayor
Alana C. Brenner, City Clerk	APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Orlando, Florida, only
	, 2004
	Chief Assistant City Attorney Orlando, Florida

BOARD OF COUNTY COMMISSIONERS SEMINOLE COUNTY, FLORIDA

	By:
	Chairman
ATTEST:	
Maryanne Morse, Clerk to the Board of County Commissions of Seminole County, Florida	ers
	n of Iron Bridge Wastewater Treatment Plant Capacity ments Allocation of Estimated Costs

E-11

EXHIBIT "A"

IMPROVEMENTS LIST

Some of the projects listed below are intended to replace the lost capacity of the RBC unit processes with the costs allocated on the basis of capacity in the 28 MGD PLANT. Other projects improve the entire facility as a whole and are allocated on the basis of capacity in the current 40 MGD PLANT.

- 1. Supervisory Control and Data Acquisition System (SCADA) Replacement The original 1981 control system was replaced in 1988. With 15 years passage of time, this computerized system is out-of-date and some of the hardware associated with the system is no longer supported.
- 2. Wetlands Control Structure and Outfall Additions The construction of a new control structure and outfall upstream of the original to improve system performance, compliance and maintenance.
- 3. Master Pump Station Improvements This project will replace obsolete pumps and pump control system.
- 4. Iron Bridge Emergency Power Improvements Replacement of breakers, transformers and switchgear, rehabilitation of existing power generation equipment and installation of an additional standby generator to the existing complement to ensure the ability to provide reliable power to all PLANT equipment in case of power failure.
- 5. Sludge Odor Control System Covers and odor control for sludge holding tanks. Odor control system for dewatered sludge loading facility. Residential development surrounding the PLANT have dictated more stringent odor control measures.
- Sludge Press Replacement Project Replacement of existing sludge filter presses and conveyance system (15 years old) with high solid filter presses, lime stabilization system and new conveyors. Reduction in lime stabilization and sludge hauling costs due to drier cake.
- 7. RBC Replacement Project Consultant costs associated with the design of all the improvements at the PLANT.
- 8. Deep Bed Filters Construction The Automatic Back Wash (ABW) Filters, constructed with the original PLANT, are at the end of their life cycle and are in need of replacement. In 1988 ORLANDO installed deep bed filters with the expansion of the PLANT, and these filters have performed well. The ABW filters will be replaced with additional deep bed filters.

- 9. Rerating Improvements In order to replace the treatment capacity lost with the decommissioning of the RBC portion of the PLANT, a number of projects are required so that the two (2) BardenPho treatment trains will provide treatment operation efficiency at the higher flow rate. These projects include modifications to the aeration processes in the BardenPho treatment trains, flow equalization, modifications to the grit units, and chemical handling systems improvements.
- 10. Clarifier Improvements A new technology known as Spiral Scraper sludge removal devices shows promise of being able to increase the capacity of the existing circular clarifiers, so that additional clarifiers may not be required or the number may be reduced. ORLANDO has installed a Spiral Scraper mechanism in one of the clarifiers at the PLANT and is in the process of evaluating its performance to see if this device should be installed in all eight clarifiers.
- 11. Digester Cover Improvements The original steel covers on the anaerobic digester tanks are deteriorating as a result of exposure to hydrogen sulfide gas and are in danger of collapsing. The covers need to be removed and demolished. A new aluminum cover will be placed on one of the tanks, which will be used for emergency sludge storage.
- 12. Master Pump Station Junction Box Repair The influent junction box to the master pumping station has deteriorated as a result of exposure to hydrogen sulfide. The box needs to be rehabilitated to restore structural integrity and covered with a protective coating to prevent further deterioration.
- 13. Econ River Outfall Repair The steel sheeting that protects the outfall structure from erosion is rusting through in several locations. The sheeting needs to be replaced to maintain the integrity of the embankment.

EXHIBIT "B"

RESERVED DISTRIBUTION OF IRON BRIDGE
WASTEWATER TREATMENT PLANT CAPACITY

Iron Bridge Participants	28 MG	pation in GD Plant GINAL")	Current Participation in 40 MGD Plant ("CURRENT")				
	MGD	%	MGD	%			
Orlando	14.6625	52.37	20.6625	51.66			
Seminole County	3.5875	12.81	8.5055	21.26			
Orange County	0.3750	1.34	0.3750	0.94			
Winter Park	5.2120	18.61	5.9620	14.90			
Maitland	1.1000	3.93	1.1000	2.75			
Casselberry	3.0630	10.94	3.3950	8.49			
TOTAL	28.0000	100.00	40.0000	100.00			

EXHIBIT "C" IRON BRIDGE IMPROVEMENTS ALLOCATION OF ESTIMATED COSTS

Some projects are intended to replace the failing RBC facility and are only allocated on the basis of participation in the 28 MGD PLANT ("ORIGINAL"). Other projects improve the entire facility and are allocated on the basis of the current participation in the 40 MGD PLANT ("CURRENT"). Costs are either actual, where construction on a project is complete, or estimates for projects not completed. Schedules for projects not completed are estimated.

Iron Bridge SCADA System Replacement

Replacement of plant-wide monitoring and control equipment

IRON BRIDGE IMPROVEMENTS ALLOCATION OF ESTIMATED COSTS EXHIBIT "C"

Iron Bridge Sludge Odor Control System

Installation of odor control facilities for sludge

\$ 199,113 \$ 64	Casselberry 545,954	199,113 \$ 64,504 Casselberry Maitland Casselberry Maitland Maitland 351,305 \$ 113,808
\$ 21,989	\$ 21,989 Orange County	Orange County County County County A
\$ 1,211,847 \$ 498,841	0.211.847 \$	0.138,124 \$
CURRENT \$	⊌ 9	49 59 49
2,345,953 \$ 1,983,296 \$ 362,657	,953 \$ 1,983,296 \$ 362,657 421 Expenditure Schedule 7.42 FY 02/03 FY 03/04 FY 04/05 FY 05/06 0000 4.43 \$ 393,163 \$ - \$ 6,039,280 Expenditure Schedule	\$\text{421} \text{Expenditure Schedule} \\ \text{722} \text{FY 02/03} \text{FY 03/04} \text{FY 04/05} \text{FY 05/06} \\ \text{000} \\ \text{000} \\ \text{443} \text{\$\$\$}\$\$ \$\\$ 393.163 \\$\$\$ \$\\$\$\$ \$\\$\$\$ \$\\$\$\$ 6,039,280 \\ \text{Expenditure Schedule} \\ \text{FY 02/03} \text{FY 04/05} \text{FY 04/05} \text{FY 05/06} \\ \text{FY 02/03} \text{FY 02/03} \text{FY 03/04} \text{FY 04/05} \text{FY 05/06} \\ \text{6.381} \\ \text{6.321,210} \\ \text{6.321,210}
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	a Bridge Sludge Press Replacement lacement of current presses with high system steps ign 10/02 to 9/03 \$ costs 10/02 to 9/03 \$ struction 7/04 to 6/05 \$ Exact 7/04 to 6/05 \$ IAL \$ I	Iron Bridge Sludge Press Replacement Replacement of current presses with high soliids presses Design 10/02 to 9/03 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
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10.02 to 9/03 \$ 357,421 Expenditure Schedule Allocation Allocation Oxlande Seminote Orange Casselberry 10/02 to 9/03 \$ 35,742 FY 02/03 FY 03/04 FY 04/05 FY 05/06 County County County 7/04 to 6/05 \$ 5,807,000 County County County County	Source County C	nents associated with replacing RBC plant some projects that benefit all parties. Expenditure Schedule
Expenditure Schedule		\$ 4,139,087 \$ 2,907.877 \$ 1,231,210 CURRENT \$ 2,138,124 \$ 880,131 \$ 38,796 \$ 351,305 \$ 113,808 LFilter Construction sent of deteriorated ABW filters bed filters

958,743

616,923

Winter Park

349,660

Winter Park

753,613

Winter Park

IRON BRIDGE IMPROVEMENTS ALLOCATION OF ESTIMATED COSTS EXHIBIT "C"

Rerating Improvements

Improvements to BardenPho plants needed

Window Book		595,181 \$ 2,820,441			THE FAIR	7,037 \$ 33,345			and Winter Park	28,596 \$ 155,010			and Winter Park	28,596 \$ 155,010			WINGE FACE	10,213 \$ 48,396	und Winter Park
Coccolhorn		1,837,211 \$ 59			Cassenger 11	21,721 \$			Casselberry Maitland	88,270 \$ 2			Casselberry Maitland	88,270 \$ 2			Cassementy	31,525 \$ 1	Casselberry Maitland
	County	\$ 202,889 \$			County	\$ 2,399 \$			Orange Ca County	\$ 9,748 \$			Orange County	\$ 9,748 \$			County	\$ 3,481 \$	Orange Car
Comingle	County	\$ 1,761,753		Comimon	County	\$ 20,829			Seminole County	\$ 221,145			Seminole County	\$ 221,145		S. C.	County	\$ 30,230	Seminole
Orlando	O THURST	\$ 7,934,782		Orbando		\$ 93,810			<u>Orlando</u>	\$ 537,232			Orlando	\$ 537,232		o de la companya de l	Origina	\$ 136,154	Orlando
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	FY 04/05	7,576,128			FY 04/05				FY 04/05	\$ 1,040,000			FY 04/05	1,040,000			FY 04/05	260,000	
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ity	v. v.			rifiers	69 6			igesters 1 digester	49	s	x Repair	ı box.	€ A € A			ng the out	↔ ₩	· ••	
to replace RBC and hyacinth capacity	10/04 to 3/06 10/04 to 3/06		vernents	Pilot test to improve capacity of clarifiers	COMPLETE		Improvements	Remove covers from 4 anaerobic digesters and install fixed aluminum cover on 1 digester.	10/04 to 9/05	10/04 to 9/05	Master Pump Station Junction Box Repair	Repair deteriorated influent junction box.	10/04 to 9/05 10/04 to 9/05		fall Repair	Repair deteriorating sheet piling along the outfall channel.	10/04 to 9/05		
to replace RBC a	Construction CM cost	TOTAL	Clarifter Improvements	Pilot test to impro	Construction	TOTAL	Digester Cover Improvements	Remove covers fr and install fixed a	Construction	CM cost TOTAL	Master Pump St	Repair deteriorate	Construction CM cost	TOTAL	Econ River Outfall Repair	Repair deteriorati	Construction	TOTAL	