



CITY OF ST. PETERSBURG

CITY OF ST. PETERSBURG, FLORIDA

Office of the Mayor

RICK KRISEMAN, Mayor

November 19, 2015

Mayor Sam Henderson
City of Gulfport
2401 53rd St. S.
Gulfport, FL 33707

Mayor:

Enclosed please find an executed MOU regarding wet weather communication protocols. I believe this MOU accurately reflects what you and I had previously discussed. In reviewing same, you will notice changes from the draft previously sent to my office. After reviewing that draft, it appeared that the language of that draft went beyond that which we had previously discussed.

I am confident that this agreement, in its present form, will calm the fears of some in your community who are concerned about communications should an incident of this nature occur again. Aside from that, I believe the MOU provides us both with good, sound policy as we move forward together.

Should you find the agreement acceptable, please execute same and provide my office with a fully executed copy for our records.

Again, I appreciate your friendship and professionalism throughout these trying times.

Sincerely,

Mayor Rick Kriseman

**MEMORANDUM OF UNDERSTANDING FOR
WET WEATHER COMMUNICATION PROTOCOLS**

THIS MEMORANDUM OF UNDERSTANDING made and entered into this _____ day of _____, 2015 by and between the CITY OF ST. PETERSBURG, a Florida municipal corporation, herein referred to as "St. Petersburg", and the CITY OF GULFPORT, a Florida municipal corporation, herein referred to as "Gulfport". Both St. Petersburg and Gulfport collectively referred to as the "Parties", are located in Pinellas County.

WITNESSETH:

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

WHEREAS, St. Petersburg and Gulfport are parties to an existing agreement for wholesale wastewater service dated October 6, 1988 herein referred to as "Service Agreement"; and

WHEREAS, St. Petersburg and Gulfport's wastewater flows are treated at the Southwest Water Reclamation Facilities; and

WHEREAS, wet weather conditions may cause both St. Petersburg and Gulfport to contribute excess flows to the System; and

WHEREAS, wet weather or other emergency conditions within St. Petersburg and/or Gulfport may cause the unintentional discharge of flows into Clam Bayou; and

WHEREAS, this Agreement sets forth communication protocols during wet weather or other emergency conditions.

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

1. St. Petersburg has standard operating procedures (SOPs) for discharge reporting. These SOPs include contacting Gulfport in the event known discharges into Clam Bayou occur. In accordance with the SOPs, St. Petersburg shall contact the Gulfport Public Works Director and the Gulfport Utilities Supervisor at the phone numbers set forth in the Communication Contact List attached hereto and incorporated herein as Exhibit A. If the individual listed on Exhibit A does not answer the phone, the notifying Party may leave a message, and then notify the Gulfport City Manager at the number provided in Exhibit A.
2. If wet weather or other emergency conditions cause Gulfport's average daily flows to exceed its annual average daily flows by 100%, Gulfport shall contact St. Petersburg's Plant Maintenance Supervisor and the Water Reclamation Facility Manager at the phone numbers set forth in Exhibit A. If the individual listed on Exhibit A does not answer the phone, the notifying Party may leave a message.

3. The individuals listed in Exhibit A shall be updated by each Party if there are changes in the respective positions. Exhibit A shall be reviewed and updated as necessary by written notification of the Party wishing to make a change. Changes shall be conveyed to all individuals listed in Exhibit A.
4. St. Petersburg and Gulfport agrees that during severe wet weather events, they will evaluate various, alternative means of operating their respective collection systems in order to avoid the diversion of wastewater into the Clam Bayou storm drainage system. In the event that St. Petersburg or Gulfport determines there is no viable alternative to diverting wastewater into the Clam Bayou drainage system, taking into account both environmental protection and public health, safety and welfare, each party shall notify the other party of such determination prior to commencing such diversion. Notwithstanding the foregoing, in the event an emergency does not allow for such prior notice, such notification shall be made promptly, but in no event later than 24 hours subsequent to such diversion to the individuals listed in Exhibit A. In the event of such a diversion, the party diverting such wastewater will provide the other party a copy of all materials distributed to its residents and copies of any information warning placards placed or distributed in the area of Clam Bayou.
5. Should either St. Petersburg or Gulfport self-report an incident to the Florida Department of Environmental Protections (FDEP) related to Clam Bayou, it will provide a copy of the "notice of event" incident report submitted to FDEP to the other party.
6. This Agreement shall remain in effect for the term of the Service Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate by their proper officers, duly authorized, and have affixed their corporate seals on the day and year first above written.

CITY OF ST. PETERSBURG

By: _____

Rick Kruseman
Mayor

_____ Date

ATTEST:

By: _____

Chan Srinivasa
City Clerk

Approved as to content and form:

By: _____

City Attorney (designee)

CITY OF GULFPORT

ATTEST:

By: _____
James E. O'Reilly Date
City Manager

By: _____
Leslie DeMuth
City Clerk

Approved as to form:

By: _____
Andrew Salzman
City Attorney