

**INTERLOCAL AGREEMENT
FOR EMERGENCY INTERCONNECTS
AND POTABLE WATER SERVICE**

This Interlocal Agreement (“Agreement”) is made and entered into this ____ day of _____, 2022 by and between **SARASOTA COUNTY**, a political subdivision of the State of Florida (the “COUNTY”), and the **CITY OF NORTH PORT, FLORIDA**, a municipal corporation of the State of Florida (the “CITY”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS, the COUNTY and CITY each own and operate public water supply, treatment, and distribution systems within their current water service areas, which provide potable water service to their respective customers; and

WHEREAS, the COUNTY and CITY agree that the interconnection of their public water distribution systems to provide for reciprocal Potable Water distribution during times of an Emergency Water Condition and such other situations as are mutually agreed upon by the parties to be in the best interest of their respective communities; and

WHEREAS, the COUNTY and CITY have caused certain improvements to be constructed to their water distribution systems and anticipate other improvements will be constructed to provide for the connection of their respective distribution systems to enable the transfer of water from one system to the other; and

WHEREAS, the COUNTY and CITY wish to establish a mechanism for the purchase and sale of Available Potable Water from one to the other in order to respond to an Emergency Water Condition; and

WHEREAS, the COUNTY and CITY entered into the Emergency Interconnect and Potable Water Service Agreement on May 14, 2007, (Contract 2007-322) attached hereto and incorporated herein as Exhibit A, which is intended to be novated upon adoption of this agreement and construction of the Proposed Interconnect; and

WHEREAS, the COUNTY and CITY agree to transfer the provision of water service for the State College of Florida and Sarasota County Fire Station 26, located at 8020 S. Tamiami Trail, from the COUNTY to the CITY; and

WHEREAS, the COUNTY will transfer approximately 4,120 feet of twelve-inch diameter potable water main along U.S. 41 within the city limits of North Port, as shown on Exhibit C, to the City of North Port for perpetual operation and maintenance; and

WHEREAS, the COUNTY will vacate and abandon in place approximately 7,920 feet of twelve-inch diameter potable water main along U.S. 41 within the city limits of North Port as shown on Exhibit C; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual

interest and advantage and provides for interlocal agreements between local governments on matters such as the provision of potable water and wastewater service.

NOW, THEREFORE, for and in consideration of the mutual covenants and premises contained herein, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **PURPOSE.** This is an Agreement for the reciprocal sale and purchase of Available Potable Water by and between the COUNTY and CITY during an Emergency Water Condition.
3. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:
 - a. Available Potable Water: a surplus of Potable Water not immediately needed by the Selling Party.
 - b. Emergency Water: all Available Potable Water provided by a Selling Party to a Requesting Party during an Emergency Water Condition.
 - c. Emergency Water Condition: a shortage of Potable Water that threatens the health and welfare of the Requesting Party's customers. A drought or the inability to add additional water supply and treatment capacity does not constitute an Emergency Water Condition. Temporary service disruptions resulting from planned construction or maintenance activities shall be deemed an Emergency Water Condition.
 - d. Existing Interconnect: the facilities that comprise the Point of Delivery between the COUNTY water system and the CITY water system as depicted on Exhibit B, attached hereto, and incorporated herein.
 - e. Metered Water Usage: the metered quantity of Potable Water delivered from the Supplying Party to the Requesting Party at the Point of Delivery.
 - f. Point of Delivery: the location of the interconnection between the individual Potable Water system of each Party, which includes metering and other measuring devices, valves, and other appurtenances for the delivery of Potable Water between the Parties for the specific use of each.
 - g. Potable Water: water meeting all state and federal drinking water standards including, but not limited to, Rule 62-550, Florida Administrative Code.
 - h. Proposed Interconnect: the facilities that comprise the Point of Delivery between the COUNTY water system and the CITY water system as depicted on Exhibit C attached hereto and incorporated herein.
 - i. Requesting Party: that party which desires to purchase Available Potable Water from the other.

- j. Selling Party: that party with Available Potable Water to sell to the Requesting Party.

4. EMERGENCY INTERCONNECTS.

- a. Existing Interconnects. The Parties currently operate and maintain an Interconnect between the respective potable water systems as described in Exhibit B, which is intended to be removed from operation upon constructing the Proposed Interconnect.
- b. Proposed Interconnect. The Parties desire to construct an Interconnect that would replace the Existing Interconnect, as depicted on Exhibit C, attached hereto and incorporated herein.
- c. Future Interconnects. The City Manager and County Administrator may mutually agree in writing to construct additional Emergency Interconnects pursuant to the provisions of this Agreement.
- d. Proposed Interconnect Costs. The design and construction of the Proposed Interconnect depicted in Exhibit C, including necessary power installation and easement acquisition, shall be paid for by an appropriation of lawfully available funds by the Board of County Commissioners and reimbursed with the COUNTY's Federal Appropriation. The COUNTY's performance and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The COUNTY shall promptly notify the CITY if the necessary appropriation is not made or is withdrawn.
 - i. The COUNTY and CITY shall equally share all costs related to the maintenance and repair of this Proposed Interconnect.
 - ii. The CITY shall be responsible for the acquisition of any necessary easements needed for the placement and construction of the Proposed Interconnect.
 - iii. The CITY shall be responsible for all electrical costs associated with the operation of the Proposed Interconnect.
- e. Future Interconnect Costs. The COUNTY and CITY shall equally share costs related to the design, construction, maintenance, and repair of any Future Interconnects.
- f. Coordination. Whenever either party plans to conduct maintenance, repair, or rehabilitation work at the existing Interconnect and any future Interconnects, that party shall notify the other party at least 60 days in advance unless emergency circumstances require shorter notice. The Parties will strive to coordinate their scheduled activities and consolidate their efforts where appropriate.

5. **REQUESTS FOR AVAILABLE POTABLE WATER.**

- a. Notification by Requesting Party. Whenever either COUNTY or CITY is confronted by an Emergency Water Condition and desires to purchase Available Potable Water from the other, the Requesting Party's City Manager or County Administrator or their designee shall notify the Selling Party in writing of the Emergency Water Condition and request that up to 0.500 Million Gallons per Day (MGD) of Available Potable Water be transferred to the Requesting Party for a continuous period not to exceed sixty (60) days (the "Requested Period").
- b. Selling Party's Response. Within 24 hours of receiving the request, the Selling Party's City Manager or County Administrator or their designee shall respond by advising the Requested Party of the quantity of Available Potable Water. The transfer duration may be extended by mutual written agreement of the Parties. Interruptions of the Requested Period of less than five (5) days shall not toll the calculation of the maximum sixty (60) day period. The Parties agree that the 0.500 MGD of water to be delivered to the Requesting Party is a per day maximum.
- c. Rate of supply. The purchase and sale of Available Potable Water hereunder shall not exceed the rate of 500,000 gallons per any twenty-four (24) hour period. The rate of supply from the Selling Party shall be continuous and shall not exceed four hundred (400) gallons per minute on average over a 24-hour period. The Selling Party shall not be required to draw water in excess of its water use permits and/or water purchase agreements to meet the needs of the Requesting Party and shall not be liable to the Requesting Party or its customers for any interruptions of water service provided hereunder.
- d. Emergency Water Supply Charge. Potable Water supplied under Emergency Water Conditions by either Party per this Agreement and distributed through the Point(s) of Delivery shall be charged at the then current approved bulk rate of the COUNTY.
- e. Billing. The Selling Party shall bill on or around the thirtieth (30) day of the month, for any month there was a sale, for all Potable Water sold hereunder. Bills not paid within forty-five (45) days of receipt shall be deemed delinquent and shall be assessed a one and one-half percent (1-½%) per month late charge. The Requesting Party shall pay all costs, including a reasonable attorneys' fee, which may be incurred by the Selling Party in collecting any delinquent charges. The Selling Party, in addition to any other available remedies, may, after five (5) days advance notice, terminate water service in the event the Requesting Party fails to pay all or a portion of a bill for more than twenty (20) days after said bill becomes delinquent.
- f. Cross Connection Control. Each Party agrees to maintain a Florida Department of Environmental Protection approved cross-connection control program.

6. **METER(S)**. Standard dual meters, accessories, controls and monitoring equipment, and appurtenances of a type, design, and location previously approved by COUNTY and CITY shall be installed at the Point(s) of Delivery or at such other points as may be agreed upon by the Parties or their designees. CITY and COUNTY shall be responsible for the operation and maintenance of the meter(s). During odd years, the meters are to be maintained, calibrated, and read by COUNTY at its expense. During even years, the meters are to be maintained, calibrated, and read by CITY at its expense. Annually, or upon written notice by the CITY or COUNTY, COUNTY and CITY shall coordinate meter inspections and testing in the presence of a representative or representatives of both Parties. Copies of these inspections and tests shall be delivered to the CITY and COUNTY. No meter shall be allowed to remain in service with an error in excess of the latest published American Water Works Association (AWWA) standard (or by succeeding standards) at the testing time. All provisions in this section shall apply to additional meters at additional Points of Delivery.
7. **TERM**. This Agreement shall become effective upon the recording by the COUNTY of a certified copy thereof in the Official Records of Sarasota County and shall continue in effect for ten (10) years and shall be automatically renewed for four (4) additional ten (10) year terms unless otherwise terminated by either party upon one (1) year's written notice.
8. **INDEMNITY**. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its officers, employees, agents, and volunteers. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.
9. **OTHER CONTEMPORANEOUS AGREEMENTS**. Except as noted above regarding Contract 2007-322, the Parties do not intend for this Agreement to amend, modify, supersede, or terminate any other agreement related to the subject matter herein between the CITY and COUNTY in effect prior to the date of this Agreement.
10. **NOTICE TO PARTIES**. All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either Party may otherwise designate in writing.

If to the COUNTY: Sarasota County Public Utilities Director
1001 Sarasota Center Blvd.
Sarasota, Florida 34240

Copy to: County Attorney's Office
1660 Ringling Blvd.
Sarasota, Florida

If to the CITY: City of North Port, City Manager's Office
4970 City Hall Blvd.
North Port, Florida 34286

Copy to: City of North Port, City Attorney's Office
4970 City Hall Blvd.
North Port, Florida 34286

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

11. **DISCHARGE.** This Agreement is solely for the benefit of the CITY and the COUNTY, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation, or governmental entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.
12. **VALIDITY OF AGREEMENT.** The COUNTY and CITY each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right or defense based on a claim of illegality, invalidity, or unenforceability of any nature. The CITY hereby represents, warrants, and covenants to and with the COUNTY that this Agreement has been validly approved by the City Commission of the City of North Port, Florida, that it has been fully executed and delivered by the CITY, and that it constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers. The COUNTY hereby represents, warrants, and covenants to and with the CITY that this Agreement has been validly approved by the Sarasota County Board of County Commissioners at a public meeting of the Board, that it has been duly executed by and delivered by the COUNTY, that it constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.
13. **GENERAL PROVISIONS.**
 - a. **Potable Water supply.** The COUNTY and CITY agree that the Potable Water to be available hereunder will be available at all times except that temporary disruption of service at any time caused by an act of God, fire, strikes, casualties, war, terrorist act, hurricanes, tropical storms, natural disasters, accidents, necessary maintenance work, breakdowns of or injuries to machinery, pumps or pipelines, civil or military authority, insurrections, riot, acts or declarations of government or regulatory agencies other than COUNTY or CITY, or any other cause beyond the control of COUNTY or CITY, shall not constitute a breach of this Agreement and no party shall be liable to the other or its customers for any damage resulting from such unavoidable disruption of service.
 - b. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to Emergency Potable Water Interconnects and may not be changed or modified except by an instrument in writing executed by both the Parties

hereto. Any amendments changing CITY's financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager's authorized designee to approve and execute all Agreement amendments on behalf of CITY that do not change CITY's financial obligations under this Agreement.

- c. Legal prohibition. Neither the COUNTY nor the CITY shall be required to deliver Potable Water under the terms of this Agreement if prohibited by any applicable, federal, state, regional, or local statute, rule, ordinance (other than COUNTY), law, administrative order, or judicial decree or in violation of applicable permits.
- d. Default and remedy. The remedy for a breach of this Agreement shall be specific performance, injunctive relief, and any other appropriate equitable relief.
- e. Applicable law and venue. The laws of the State of Florida shall govern the validity, interpretation, construction, and performance of this Agreement, and the venue for any suit involving this Agreement shall be in Sarasota County, Florida.
- f. Binding effect. This Agreement is binding upon and shall inure to the benefit of the successors or assigns of the Parties to this Agreement.
- g. Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
- h. Non-Discrimination. The Parties do not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in the administration of its programs, activities, or services.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates indicated below.

<p>ATTEST:</p> <p>KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida</p> <p>By: _____ Deputy Clerk</p> <p>Approved as to form and correctness:</p> <p>By: _____ County Attorney</p> <p>ATTEST:</p> <p>HEATHER FAUST, MMC, City Clerk of the City of North Port</p> <p>By: _____</p> <p>Approved as to form and correctness</p> <p>By: _____ Amber L. Slayton, B.C.S., City Attorney</p>	<p>BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA</p> <p>By: _____ Chairman</p> <p>Date: _____</p> <p>CITY COMMISSION, CITY OF NORTH PORT, FLORIDA</p> <p>By: _____ Pete Emrich, Mayor</p> <p>Date: _____</p>
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EXHIBIT A

EMERGENCY INTERCONNECT AND POTABLE WATER SERVICE AGREEMENT

BOARD RECORDS
FILED FOR RECORD

2007 MAY 24 AM 8:48

**EMERGENCY INTERCONNECT
AND POTABLE WATER SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this 14th day of May 2007 by and between **SARASOTA COUNTY**, a political subdivision of the State of Florida (the "COUNTY") and the **CITY OF NORTH PORT**, a municipal corporation of the State of Florida (the "CITY") (sometimes referred to individually as the "Party" or, collectively, as the "Parties").

RECITALS

WHEREAS, COUNTY and CITY each own and operate public water supply, treatment, and distribution systems within their current water service areas which provide potable water service to their respective customers; and

WHEREAS, COUNTY and CITY are customers of the Peace River/Manasota Regional Water Supply Authority (PRMRWSA), the regional public water supplier and have entered into that certain PRMRWSA Water Supply Contract, dated October 5, 2005 (the "Water Supply Contract"), incorporated herein by reference; and

WHEREAS, COUNTY and CITY agree that the interconnection of their public water distribution systems to provide for reciprocal Potable Water distribution during times of water emergency and such other periods of use as are mutually agreed upon by the parties to be in the best interest of their respective communities; and

WHEREAS, the COUNTY and CITY further agree that, as customers of the PRMRWSA, it is in the best interests of the region that the PRMRWSA perform the necessary accounting and billing functions to reconcile the flow of Potable Water between the COUNTY and CITY; and

WHEREAS, COUNTY owns and operates a 12-inch water transmission main located in the southern right of way of US Highway 41 (the "County's 12-inch Transmission Main") which transmits Potable Water to a 12-inch distribution line located south of US-41 along the Sarasota Memorial Hospital property access road (the "County's 12-inch Distribution Line") that provides Potable Water service to the Office Complex located on property owned by Sarasota Memorial Hospital (the "Hospital") and to Manatee Community College, South Campus ("MCC"), as depicted on Exhibit A, attached hereto and, by this reference, incorporated herein; and

WHEREAS, the County's 12-inch Transmission Line terminates at the entrance to the MCC, requiring the COUNTY to flush the line to maintain Potable Water quality to the Hospital and MCC; and

WHEREAS, the CITY owns a 16-inch water transmission line (the "City's 16-inch Transmission Main") which runs parallel to a portion of the County's 12-inch Transmission Main, as depicted on Exhibit A; and

WHEREAS, the City's 16-inch Transmission Line terminates within the West Villages Improvement District ("WVID") where current development requires limited demand on the Potable Water system, requiring the CITY to flush the line to maintain Potable Water quality to existing City customers within the WVID; and

WHEREAS, the Hospital has filed a Pre-Annexation Agreement with the CITY whereby the Hospital's property will be annexed into the CITY; and

WHEREAS, the CITY and WVID are parties to that certain Amended and Restated Utility Agreement, dated February 27, 2007 (the "Utility Agreement"), pursuant to which WVID is responsible for the construction of an interconnect between the CITY and COUNTY Potable Water systems; and

WHEREAS, concurrent with the execution of this Agreement, the CITY, the COUNTY and the Hospital have entered into an Interlocal Agreement (the "Interlocal Agreement") which, *inter alia*, authorizes the Hospital to connect the Hospital property to the CITY's wastewater system prior to annexation into the CITY, and provides for the Hospital to become a wastewater customer of the CITY upon such connection; and

WHEREAS, in order to provide an emergency Potable Water interconnect between the COUNTY and CITY Potable Water systems, reduce the need to flush both the County's 12-inch Transmission Main and the City's 16-inch Transmission Main, and to assure continuous potable water service to the Hospital and MCC, the parties desire that the CITY transmit Potable Water from its booster station through the Interconnect to the County's 12-inch Transmission Main, the County's 12-inch Distribution Line be conveyed to the CITY at no cost to the CITY and connected to the City's 16-inch Transmission Main at no cost to the COUNTY, the CITY wheel Temporary Water on behalf of the COUNTY via the City's 16-inch Transmission Main through the Distribution Interconnect attached to the County's 12-inch Distribution Line to the Hospital until it is annexed into the CITY and to MCC until it is annexed into the CITY; and, at the option of the CITY, the CITY and COUNTY alternately wheel Transfer Water from one to the other at six-month intervals through the Interconnect in order to maintain water quality in the County's 12-inch Transmission Main and in the City's 16-inch Transmission Main.

NOW, THEREFORE, for and in consideration of the mutual covenants and premises contained herein, the parties agree as follows:

- 1 **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **PURPOSE.** This is an Agreement for the reciprocal supply of Potable Water by and between COUNTY and CITY during Emergency Water Conditions and such other periods of need as the parties mutually agree is in the best interests of their respective service areas.
3. **DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:
 - a. "Available Potable Water" shall mean the Supplying Party's water supply that is temporarily available for use by the Requesting Party. "Available Potable Water" includes "Available PRMRWSA Potable Water".

- b. "Available PRMRWSA Potable Water" shall mean that part of the Supplying Party's PRMRWSA Allocation that is available for delivery by the PRMRWSA to the Requesting Party.
- c. "Delivery Period" shall mean the requested continuous period of days during which the delivery of Available Potable Water is requested by the Requesting Party from the Supplying Party.
- d. "Emergency Water" shall mean all Available Potable Water provided by a Supplying Party to a Requesting Party during an Emergency Water Condition.
- e. "Emergency Water Condition" shall mean an unanticipated shortage of Potable Water due to conditions beyond the control of the Requesting Party that threaten the health and welfare of the Requesting Party's customers, including a loss or reduction of Potable Water caused by a sudden, unexpected, unavoidable interruption in delivery of Potable Water by the PRMRWSA or in production from the Requesting Party's own water treatment facilities. A drought or the inability to add additional water supply and treatment capacity do not constitute an Emergency Water Condition.
- f. "Interconnect" shall mean the facilities that comprise the Point of Delivery between the COUNTY water system and the CITY water system as contemplated in this Agreement.
- g. "Metered Water Usage" shall mean the metered quantity of Potable Water delivered from the Supplying Party to the Requesting Party at the Point of Delivery.
- h. "MGD" shall mean Million Gallons per Day.
- i. "Point of Delivery" shall mean the location of the interconnection between the individual Potable Water system of each Party, which includes metering and other measuring devices, valves, and other appurtenances for the delivery of Potable Water between the Parties for the specific use of each.
- j. "Potable Water" shall mean water meeting all state and federal drinking water standards including, but not limited to, Rule 62-550, Florida Administrative Code.
- k. "PRMRWSA Allocation" shall mean the Potable Water allocation as set forth in the Water Supply Contract, as amended from time to time.

- l. "PRMRWSA Metered Water Usage" shall mean the metered quantity of Potable Water associated with the PRMRWSA Allocation delivered to a party as supplied by PRMRWSA pursuant to the Water Supply Contract.
- m. "PRMRWSA Metered Water Usage Adjustment" shall mean the quantity of PRMRWSA Metered Water Usage that will be reported monthly to the PRMRWSA as the basis for an adjustment that will increase the Requesting Party's PRMRWSA Metered Water Usage and decrease the Supplying Party's PRMRWSA Metered Water Usage.
- n. "Regional Offset" shall mean the monthly Potable Water quantity which shall be offset from the PRMRWSA Allocation to each party.
- o. "Requesting Party" shall mean that party which desires to receive Available Potable Water from the other.
- p. "Supplying Party" shall mean that party which has Available Potable Water to supply to the Requesting Party.
- q. "Temporary Water" shall mean Potable Water which represents a portion of the COUNTY's PRMRWSA Allocation which is received by the CITY from the PRMRWSA and delivered to the Hospital and MCC.
- r. "Transfer Water" shall mean the reciprocal exchange of Potable Water between the CITY and COUNTY during a 12-month period from each Party's PRMRWSA Allocation.

4. EMERGENCY INTERCONNECT AND EMERGENCY POTABLE WATER SUPPLY

- a. Emergency Interconnect. Notwithstanding any provision to the contrary set forth in the Utility Agreement, pursuant to the construction schedule attached hereto as Exhibit B, and by this reference, incorporated herein (the "Construction Schedule"), within one (1) year following the Effective Date of this Agreement at no cost to the COUNTY, the CITY shall have WVID construct for the CITY the Interconnect between the County's 12-inch Transmission Main and the CITY's Potable Water system (located at the southeast corner of the intersection between US 41 and COUNTY's fire station access road located at 8020 S. Tamiami Trail, as shown on Exhibit A.) If WVID does not construct the Interconnect in a timely manner pursuant to Exhibit B, the parties may either extend the term for construction of the Interconnect or terminate this Agreement. Following conveyance of the extension of the COUNTY's 12-inch Transmission Line and the Interconnect assembly to the CITY, the CITY shall transfer ownership of that portion of the extension to the COUNTY's 12-inch

Transmission Line and the Interconnect assembly on the COUNTY's side of the Point of Delivery to the COUNTY at no cost to the COUNTY.

- b. Requesting party. Whenever either COUNTY or CITY is confronted by an Emergency Water Condition and desires to purchase Available Potable Water from the other, the Requesting Party shall notify the Selling Party in writing of the Emergency Water Condition and request that up to Five Hundred Thousand (500,000) gallons of Potable Water per day (GPD) of Available Potable Water be transferred to the Requesting Party for a Delivery Period not exceeding sixty (60) days. However, if the Emergency Water Condition continues for more than the initial Delivery Period of sixty (60) days, the Delivery Period may be extended by mutual agreement of the parties in additional increments of not more than thirty (30) days. Within 24 hours of receiving the request, the Supplying Party shall advise the Requesting Party of the quantity of Available Potable Water. If the Emergency Water Condition quantities supplied during the Delivery Period as determined by the Metered Water Usage is less than or equal to any remaining quantities of the Requesting Party's Available PRMRWSA Potable Water, then all the Emergency Water supplied shall be recognized as Regional Offset Potable Water. Assuming sufficient Available PRMRWSA Potable Water quantities are available to the Requesting Party, when Emergency Water is supplied subject to an Emergency Water Condition, the Requesting Party shall use its best efforts to reduce its Potable Water demands from the PRMRWSA at a rate equal to the supply received through the Interconnect.
- c. Rate of Emergency Water Condition supply. The supply of Emergency Water hereunder shall not exceed 500,000 gallons for any twenty-four (24) hour period. The rate of supply from the Supplying Party shall be continuous and shall not exceed four hundred (400) gallons per minute average over a twenty-four (24) hour period. The Supplying Party shall not be required to supply Emergency Water in such quantities that will cause the Supplying Party to exceed its Water Use permits, and the Supplying Party shall not be liable to the Requesting Party or its customers for any interruptions of Emergency Water service provided hereunder.
- d. Meter readings. The Metered Water Usage quantity of Emergency Water delivered to either party shall be determined from meter readings to be conducted by representatives of both the CITY and the COUNTY. In the event of a meter malfunction, consumption billing will be based on all available information as agreed to by the metering staffs of both CITY and COUNTY. Working with the PRMRWSA, the COUNTY and CITY agree to supply the Emergency Water Metered Water Usage and the meter readings from the Interconnect to the PRMRWSA on a monthly basis so the quantity of Emergency Water delivered via the Interconnect can be

included in the PRMRWSA Metered Water Usage Adjustment applicable to each Party.

- e. Billing. Assuming sufficient Available PRMRWSA Potable Water quantities are available to the Requesting Party, the Supplying Party shall submit the meter readings and the quantities of Emergency Water Metered Water Usage delivered via the Interconnect to the PRMRWSA. The quantities of Emergency Water Metered Water Usage delivered via the Interconnect shall be calculated as an addition to the monthly PRMRWSA Metered Water Usage of the Requesting Party and, alternatively, as a credit or reduction to the PRMRWSA Metered Water Usage of the Supplying Party. Assuming sufficient Available PRMRWSA Potable Water quantities are available to the Requesting Party pursuant to the Water Supply Contract, neither the CITY nor the COUNTY shall bill for Emergency Water transmitted via the Interconnect, rather the PRMRWSA will increase the PRMRWSA Metered Water Usage of the Requesting Party and reduce the PRMRWSA Metered Water Usage of the Selling Party and bill each party accordingly on a monthly basis. Billing shall follow the defined method established within the Water Supply Contract. In the event the Emergency Water Condition quantities supplied are greater than any remaining quantities of Available PRMRWSA Potable Water available to the Requesting Party from the PRMRWSA pursuant to Water Supply Contract, then the quantity of Emergency Water Metered Water Usage supplied pursuant to this Agreement in excess of Requesting Party's remaining quantities of Available PRMRWSA Potable Water shall be billed monthly at the Selling Party's emergency water rate or if none has been adopted, at the Selling Party's bulk water rate.

5. DELIVERY OF TRANSFER WATER.

- a. Water Transfer. In order to avoid unnecessary flushing of their Potable Water systems so as to maintain water quality in the COUNTY's 12-inch Transmission Line and the CITY's 16-inch Transmission Line to avoid the loss of Potable Water associated with the flushing and the mutual recognition that some quantity of Potable Water must continue to flow through the COUNTY's 12-inch Transmission Line and the CITY's 16-inch Transmission Line, the CITY agrees to transfer through the Interconnect the quantities of Potable Water set forth below to the COUNTY, commencing on the effective date of this Agreement:

	PRMRWSA Allocation (MGD)
Average Annual Daily	0.120
Peak Monthly Average Day	0.145
Maximum Day	0.180

- b. Reciprocal Transfer. At the CITY's option, upon thirty (30) days notice to the COUNTY, the CITY and COUNTY may provide Transfer Water to each other on the following rotating six (6)-month basis: the COUNTY shall provide the above quantities of Transfer Water to the CITY from December 1 through May 31 annually throughout the term as set forth in Section 9 herein and the CITY shall provide the above quantities of Transfer Water to the COUNTY from June 1 through November 30 annually throughout the term as set forth in Section 9 herein. At the CITY's option, the initial term of reciprocal transfer may commence after December 1, but in no event shall the initial reciprocal transfer last longer than May 31.

- c. Transfer of PRMRWSA Allocation. The delivery of Transfer Water shall be treated as a transfer of PRMRWSA Allocation in accordance with the Water Supply Contract. Therefore, the delivery of Transfer Water will not affect the Supplying Party's PRMRWSA Allocation or increase the costs of receiving Potable Water from the PRMRWSA, the Supplying Party is simply a conduit for the delivery of the Requesting Party's PRMRWSA Water Allocation. In recognition of the mutual benefits provided by the interconnection of the CITY's and COUNTY's potable water systems to the health, safety and welfare of the citizens of both the CITY and the COUNTY, the parties recognize and acknowledge that the value of having the interconnect constitutes sufficient reciprocal consideration for the services provided by each party and neither party shall impose additional charges on the other party for any costs associated with wheeling Transfer Water as set for in this Agreement.

- d. Meter Readings. The quantity of Transfer Water delivered to either Party at the Point of Delivery shall be determined from monthly meter readings to be conducted by representatives of both the CITY and the COUNTY. In the event of a meter malfunction, consumption billing will be based on all available information as agreed to by the metering staffs of both CITY and COUNTY. Working with the PRMRWSA, the COUNTY and CITY agree to provide on a monthly basis the meter readings from the meter at the Point of Delivery of the Interconnect and the Transfer Water Metered Water Usage quantities to the PRMRWSA so the quantities of Transfer Water can be included in the PRMRWSA Metered Water Usage Adjustment of each Party.

6. TEMPORARY POTABLE WATER.

- a. Construction of Distribution Interconnect. Concurrent with the design and construction of the Interconnect, the CITY shall design and construct or have designed and constructed, at no cost to the COUNTY, a 12-inch distribution line which shall connect the City's 16-inch Transmission

Main to the County's 12-inch Distribution Line as indicated on Exhibit A (the "Distribution Interconnect"). The CITY, at no cost to the COUNTY, shall then disconnect the County's 12-inch Distribution Line from the County's 12-inch Transmission Main and connect the same to the City's 16-inch Transmission Main via the Distribution Interconnect. If the Distribution Interconnect is not constructed concurrent with the Interconnect pursuant to Exhibit B, the parties may either extend the term for construction of the Interconnect or terminate this Agreement.

- b. Conveyance of County's 12-inch Distribution Line to the CITY. Within sixty (60) days following completion of the Interconnect pursuant to subsection 4.a. herein, completion of the Distribution Interconnect pursuant to subsection 6.a. herein, and all testing associated therewith, the COUNTY shall convey to the CITY, at no cost to the CITY, the County's 12-inch Distribution Line along with meter assemblies, and associated appurtenances pursuant to the Bill of Sale attached hereto as Exhibit C. The CITY shall thereafter own, operate and maintain the County's 12-inch Distribution Line and related appurtenances attached to those lines. However, the COUNTY shall be responsible to maintain any meters that are used to provide Potable Water service to the Hospital as long as the Hospital remains a COUNTY customer and to MCC as long as MCC remains a COUNTY customer.
- c. Billing. Neither the CITY nor the COUNTY shall bill each other for the Temporary Water Metered Water Usage transmitted via the City's 16-inch Transmission Main through the Distribution Interconnect. Rather, as long as the Hospital and MCC are Customers of the COUNTY, the COUNTY agrees to provide on a monthly basis the meter readings from the Hospital and MCC meters (the Temporary Water Metered Water Usage quantities) to the PRMRWSA so the quantities of Temporary Water can be included in the PRMRWSA Metered Water Usage Adjustment of each Party. When the Temporary Water is supplied by the CITY to the COUNTY via the Distribution Interconnect, the COUNTY agrees to use its best efforts to reduce its Potable Water demands from the PRMRWSA at a rate equal to the supply received through the Distribution Interconnect.
- d. County Customers. Simultaneous with the COUNTY's conveyance of County's 12-inch Distribution Line to the CITY, the CITY shall commence wheeling Temporary Water on behalf of the COUNTY to the Hospital and to MCC through the Distribution Interconnect in an amount not to exceed thirty thousand (30,000) gallons per day. The Hospital shall remain a COUNTY customer and be billed by the COUNTY until completion of the Interconnect and the Distribution Interconnect or until annexed into the CITY, whichever occurs later, and MCC shall remain a

COUNTY customer and be billed by the COUNTY until annexed into the CITY.

- e. Consideration for wheeling Temporary Water. In recognition of the mutual benefits to the health, safety and welfare of the citizens of both the CITY and the COUNTY, the parties recognize and acknowledge that the value of the County's 12-inch Distribution Line conveyed to the CITY and the value of the COUNTY'S use of the CITY'S distribution system to provide potable Potable Water to the Hospital and MCC until annexed into the CITY constitute sufficient reciprocal consideration for the services provided by each party and neither party shall impose additional charges on the other party or its customers for either the cost of the Potable Water line transferred or any costs associated with wheeling Potable Water as set for in this Section.
- f. Meter readings. The quantity of Temporary Water delivered to the Hospital or MCC shall be determined from meter readings to be conducted by representatives of both the CITY and the COUNTY. In the event of a meter malfunction, consumption billing will be based on all available information as agreed to by the metering staffs of both CITY and COUNTY. Working with the PRMRWSA, the COUNTY and CITY agree to provide the meter readings from the meters measuring the quantity of Temporary Water being delivered to the Hospital and MCC on a monthly basis so they can be included in the PRMRWSA Metered Water Usage Adjustment of each Party

- 7. **POTABLE WATER SUPPLY.** The CITY and COUNTY shall work together to conduct Potable Water compatibility analysis of each other's Potable Water supply. The CITY expects to balance the Potable Water supplied by the COUNTY with the CITY's existing Potable Water by blending the Potable Waters in the CITY's water storage facility located within the Thomas Ranch boundaries. In order to blend the CITY's Potable Water with the COUNTY system, the CITY shall use its best efforts to supply Potable Water to the COUNTY with a chlorine residual between 1.0 to 3.5 mg/l and shall use its best efforts to balance said Potable Water to a pH level in the range of 7.6 to 7.9. In the event the CITY cannot meet the chlorine residuals or pH level parameters set forth above, the CITY shall notify the COUNTY by telephone immediately and the CITY and COUNTY shall work together cooperatively to achieve a result acceptable to all parties. At the CITY's Southwest Booster Station pump site, the COUNTY, at its sole cost, may construct and maintain a storage and pumping system for a corrosive inhibitor and a supply line from the Booster Station site to an injection point on the COUNTY's side of the Point of Delivery. The COUNTY's cost shall include all costs associated with the installation and maintenance of the corrosive inhibitor system and chemicals. The COUNTY shall have the right of ingress and egress and the right to store maintenance

supplies on CITY property in order to perform necessary operation and maintenance activities on the COUNTY's system. The CITY shall assist the COUNTY in securing the necessary easements.

8. METER(S).

- a. County Meters. Standard water metering equipment, accessories and appurtenances of a type, design, and location previously approved by COUNTY ("County Meter") shall be installed by the CITY at the Point of Delivery of the Interconnect shown on Exhibit A or at such other points as may be agreed upon by the parties. The cost of the County Meter, and its installation, shall be borne by the CITY. Upon completion of installation, the County Meter shall become the property of COUNTY and COUNTY shall be responsible for its operation and maintenance. The County Meter is to be maintained, calibrated and read by COUNTY at its expense. Annually, or upon written notice by the CITY, COUNTY shall inspect and test the County Meter in the presence of a representative or representatives of the CITY. Copies of these inspections and tests shall be delivered to the CITY. No meter shall be allowed to remain in service, which has an error in excess of the latest published American Waterworks Association (AWWA) standard (or by succeeding standards) at the time of the testing. If the CITY requests a meter inspection in addition to COUNTY's annual inspection, and the meter conforms to the AWWA standard upon testing, the CITY shall pay all inspection and testing costs. In the event that a faulty meter is discovered, the CITY shall not be liable for any inspection and testing costs, and COUNTY shall immediately take steps to restore the meter to an accurate condition, install a new meter at the cost of COUNTY, and credit the CITY for over payment as referenced below. All provisions in this Section shall apply to additional meters at additional Points of Connection.

- b. City Meter(s). In addition to the County Meter, the CITY may also install one or more meters at the Point of Delivery of the Interconnect or at such other points as may be agreed upon by the parties ("City Meters"). The CITY shall be responsible for the City Meters, accessories, and appurtenances, and the installation of same. City Meters are to be maintained, calibrated, and read by the CITY at its expense. The CITY will provide meter readings and calibration test results to the COUNTY. The terms and conditions set forth in subsection 8.a. with regard to COUNTY meter accuracy and testing, and in subsections 4.d., 5.c. and 6.f. with regard to meter reading, shall likewise apply to the City Meters, with the rights and duties of the CITY and COUNTY reversed. For example, the CITY shall be required to undertake an annual inspection of the CITY Meters, following written notice to the COUNTY, and the COUNTY may be present for such testing.

9. **TERM.**

- a. Interconnect and Transfer Water. Sections 4 and 5 of this Agreement shall commence upon the Effective Date as set forth in Section 13 and shall continue in effect for ten (10) years and shall be automatically renewed for four (4) additional five (5) year terms unless otherwise terminated by either party upon one (1) year's written notice.
- b. Temporary Water. Section 6 of this Agreement shall commence upon the Effective Date as set forth in Section 13 and shall remain in effect until both the Hospital and MCC have been annexed into the CITY, or until completion of the Interconnect, whichever is later, but in no event longer than the term set forth in subsection 9.a. herein.
- c. Notice of Cancellation and Opportunity to Cure. Following ten (10) days' written notice and a sixty (60) day opportunity to cure, either Party may cancel this Agreement for non-payment for Potable Water services provided or failure to perform by the other Party. If this Agreement is canceled by mutual agreement of the Parties, each Party will be equally responsible for the cost of decommissioning the metering and associated facilities at the Point of Delivery. However, if one Party cancels this Agreement, the canceling party shall have the sole responsibility for the decommissioning of all of the metering and associated facilities at the Point of Delivery.

10. **INDEMNITY.** CITY hereby agrees to save and hold COUNTY harmless from and against any claims made by third parties for money damages related to the distribution of Potable Water on the CITY side of the Point of Delivery. COUNTY hereby agrees to use its best efforts to deliver Potable Water meeting all State and Federal standards at the Point of Delivery. COUNTY hereby agrees to save and hold CITY harmless from and against any claims made by third parties for money damages related to the distribution of Potable Water on the COUNTY side of the Point of Delivery. CITY hereby agrees to use its best efforts to deliver Potable Water meeting all State and Federal standards at the Point of Delivery. Each party agrees, at its own expense, to maintain general liability insurance coverage, or self-insure during the term of this Agreement.

11. **PRMRWSA ACCOUNTING AGREEMENT.** The parties hereto shall negotiate an Accounting Agreement with the PRMRWSA or such other document as necessary to establish the accounting procedures related to the PRMRWSA Metered Water Usage Adjustment applicable to each Party as set forth herein. The document shall detail the manner in which the metered quantities of Emergency Water, Transfer Water and Temporary Water being delivered pursuant

to this Agreement via the Interconnect or the Distribution Interconnect will be included in the PRMRWSA Metered Water Usage Adjustment applicable to each Party and it will establish the payment for any administrative fees payable by each Party to the PRMRWSA for its accounting functions.

12. GENERAL PROVISIONS

- a. Force Majeure. COUNTY and CITY agree that the Potable Water to be supplied hereunder will be continuous at all times except that temporary disruption of service at any time caused by an act of God, fire, strikes, casualties, war, terrorist act, hurricanes, tropical storms, natural disasters, accidents, necessary maintenance work, breakdowns of or injuries to machinery, pumps or pipelines, civil or military authority, insurrections, riot, acts or declarations of government or regulatory agencies other than COUNTY or CITY, or any other cause beyond the control of COUNTY or CITY, shall not constitute a breach of this Agreement and no party shall be liable to the other or to its customers for any damage resulting from such unavoidable disruption of service.
- b. Entire Agreement. This Agreement together with the PRMRWSA Accounting Agreement or such other document required by PRMRWSA constitute the entire agreement of the parties with respect to the Emergency Interconnect. This Agreement may not be changed or modified except by instrument in writing executed by both Parties.
- c. Legal prohibition. Neither the CITY nor the COUNTY shall be required to deliver Potable Water under the terms of this Agreement if prohibited by any applicable, federal, state, regional or local statute, rule, ordinance (other than COUNTY), law, administrative order or judicial decree or in violation of applicable permits.
- d. Default and remedy. The exclusive remedies for a breach of this Agreement shall be specific performance, injunctive relief and any other appropriate equitable relief.
- e. Applicable law and venue. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement, and exclusive venue for any suit involving this Agreement shall be in Sarasota County, Florida.
- f. Notice. Except as provided herein with respect to an Emergency WaterCondition , all notices or requests shall be in writing and shall be given by hand delivery or certified mail, return receipt requested, postage prepaid, or express delivery addressed as follows:

If to the COUNTY, notice shall be delivered at:

Sarasota County
1660 Ringling Blvd.
Sarasota, Florida 34236
Attention: County Administrator

With a copy to:

Office of the County Attorney
1660 Ringling Blvd., 2nd Floor
Sarasota, Florida 34236
Attention: County Attorney

Sarasota County
1660 Ringling Blvd.,
Sarasota, Florida 34236
Attn: Chair, Board of County Commissioners

Sarasota County
2817 Cattlemen Road
Sarasota, Florida 34232
Attn: General Manager, Utilities

Or such persons and places as COUNTY may specify by notice. The date of the notice or request shall be the date of receipt, if delivered by hand, or the postmarked date thereof.

If to the CITY, notice shall be delivered at:

City of North Port
4970 City Hall Boulevard
North Port, Florida 34286-4100
Attention: City Manager

With a copy to:

Nelson Hesse, LLP
2070 Ringling Blvd.
Sarasota, Florida 34237
Attention: North Port City Attorney

City of North Port
4970 City Hall Boulevard
North Port, Florida 34286-4100
Attn: Chair, City Commission

City of North Port
6644 W. Price Blvd.
North Port, Florida 34286-4106
Attn: Utilities Director

Or such persons and places as CITY may specify by notice. The date of the notice or request shall be the date of receipt, if delivered by hand, or the postmarked date thereof.

f. Binding effect. This Agreement is binding upon and shall inure to the benefit of the successors or assigns of the parties to this Agreement.

13. **EFFECTIVE DATE.** This Emergency Interconnect and Potable Water Service Agreement will become effective on the later date of the full execution of this Agreement and the document referenced in Section 11.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

<p>ATTEST:</p> <p>KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida</p> <p>By: <u>Paula J. Clinton</u> Deputy Clerk</p> <p>Approved as to form and correctness:</p> <p>By: <u>Steph...</u> County Attorney</p>	<p>BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA</p> <p>By: <u>Nora Patterson</u> Chair</p> <p>Date: <u>5/8/2007</u></p>
<p>ATTEST:</p> <p>By: <u>Hel A. Ramirez</u> Clerk of Court, City of North Port</p> <p>Approved as to form and correctness:</p> <p>By: <u>Robert K. Robin</u> City Attorney</p>	<p>CITY OF NORTH PORT, FLORIDA</p> <p>By: <u>Barbara F. Lyon</u> Commission Chair</p> <p>Date: <u>May 14, 2007</u></p>



NOT TO SCALE

US 41

EXIST. CITY'S 16-inch
TRANSMISSION MAIN

TRANSFER/CONNECT TO
CITY'S 16-inch TRANS. MAIN
(DISTRIBUTION INTERCONNECT)

EXIST. 16-inch CITY MAIN

EXISTING COUNTY'S
12-inch DISTRIBUTION
LINE

EXIST. COUNTY'S 12-inch
TRANSMISSION MAIN

MCC

EXISTING BULK
METER

SMH

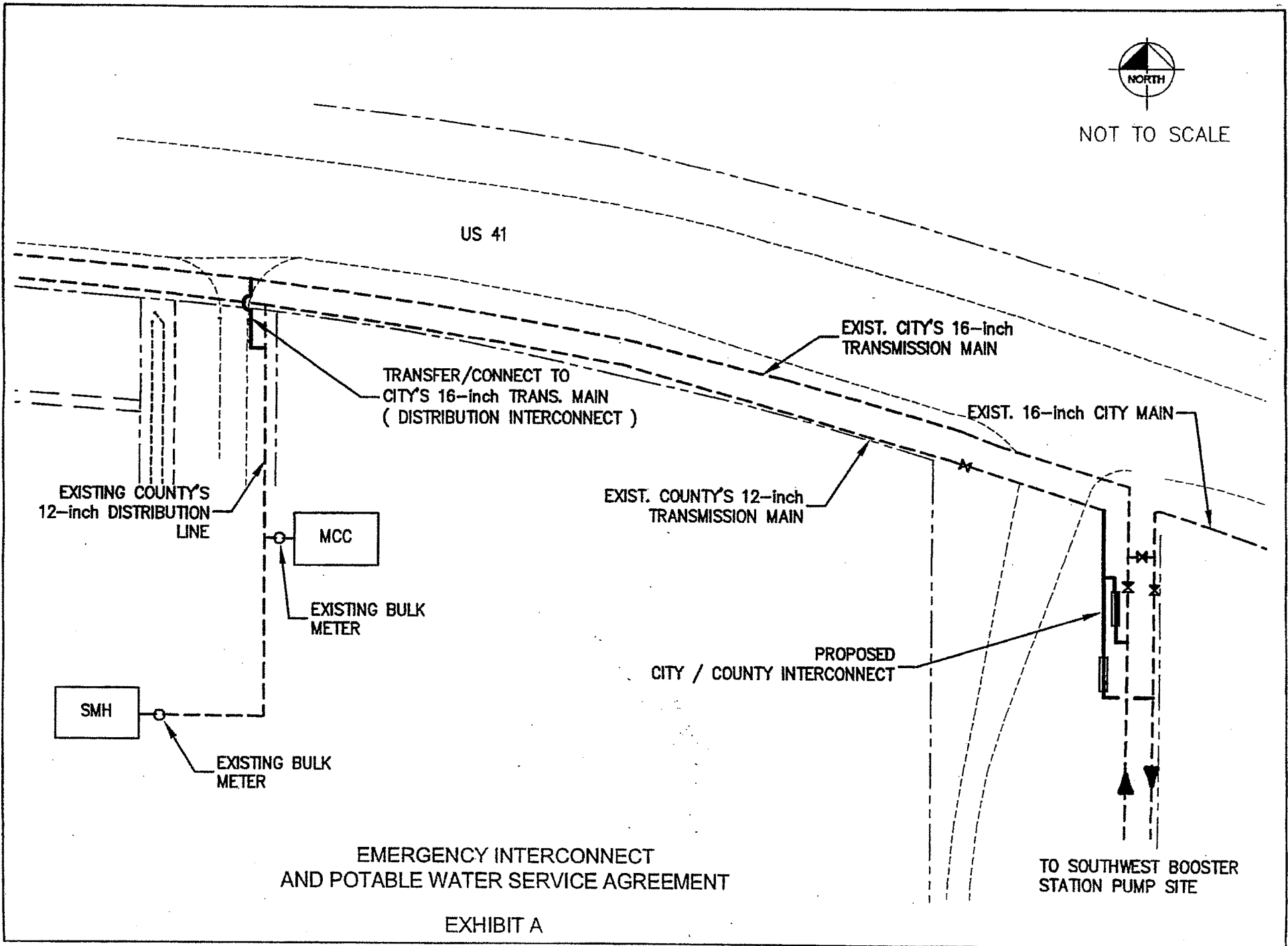
EXISTING BULK
METER

PROPOSED
CITY / COUNTY INTERCONNECT

EMERGENCY INTERCONNECT
AND POTABLE WATER SERVICE AGREEMENT

TO SOUTHWEST BOOSTER
STATION PUMP SITE

EXHIBIT A



**EMERGENCY INTERCONNECT AND POTABLE
WATER SERVICE AGREEMENT
Exhibit B**

Anticipated Construction Schedule for City/County Interconnect	
Task	Months
District Authorization	1
Preliminary Design	1
City/County Review	1
Final Plans	1
Permitting	2
Bidding	1
Construction	4
Certification	1
TOTAL	12

EXHIBIT C

BILL OF SALE WITH WARRANTY OF TITLE

THIS BILL OF SALE evidences the conveyance of a Potable Water Distribution Line, along with meter assemblies and associated appurtenances, (the "Property") as described in that certain "Emergency Interconnect and Potable Water Service Agreement", dated _____, 2007, from Sarasota County, Florida, a political subdivision of the State of Florida (the "County"), to the City of North Port, a municipal corporation (the "City").

The County, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, transfers and delivers to the City the Property more particularly described below:

All pipelines, pipes, tees, ells, connections, cut-offs, valves, permanent bacterial sample stations, and all other appurtenances used or useful for and/or in connection with the 12-inch distribution water main, commencing at a point 10 feet south of the existing 12-inch gate valve that connects said 12-inch distribution water main to the County's transmission main and continues south to the Sarasota Memorial Hospital property, as described on sheets 30 through 37 of the record drawings prepared by Sarasota County, Titled "Manatee Community College Project," and dated July 1995 and on the record drawings prepared by Boyle Engineering Corporation, titled "Sarasota Memorial Hospital," and dated October 21, 1998.

TO HAVE AND TO HOLD the Property to the City, its successors and assigns to their use forever.

THE COUNTY, its successors and assigns, hereby covenants with the City and its successors and assigns, that the County is the lawful owner of the Property; that the Property is free from all liens and encumbrances; that the County has good marketable title to the Property and lawful authority to sell and convey the Property to the City; and that the County will warrant and defend the sale of the Property hereby made to the City against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the County has executed this Bill of Sale this _____ day of _____, 2007.

ATTEST:
KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

EXHIBIT B

POINT OF DELIVERY-EXISTING INTERCONNECT

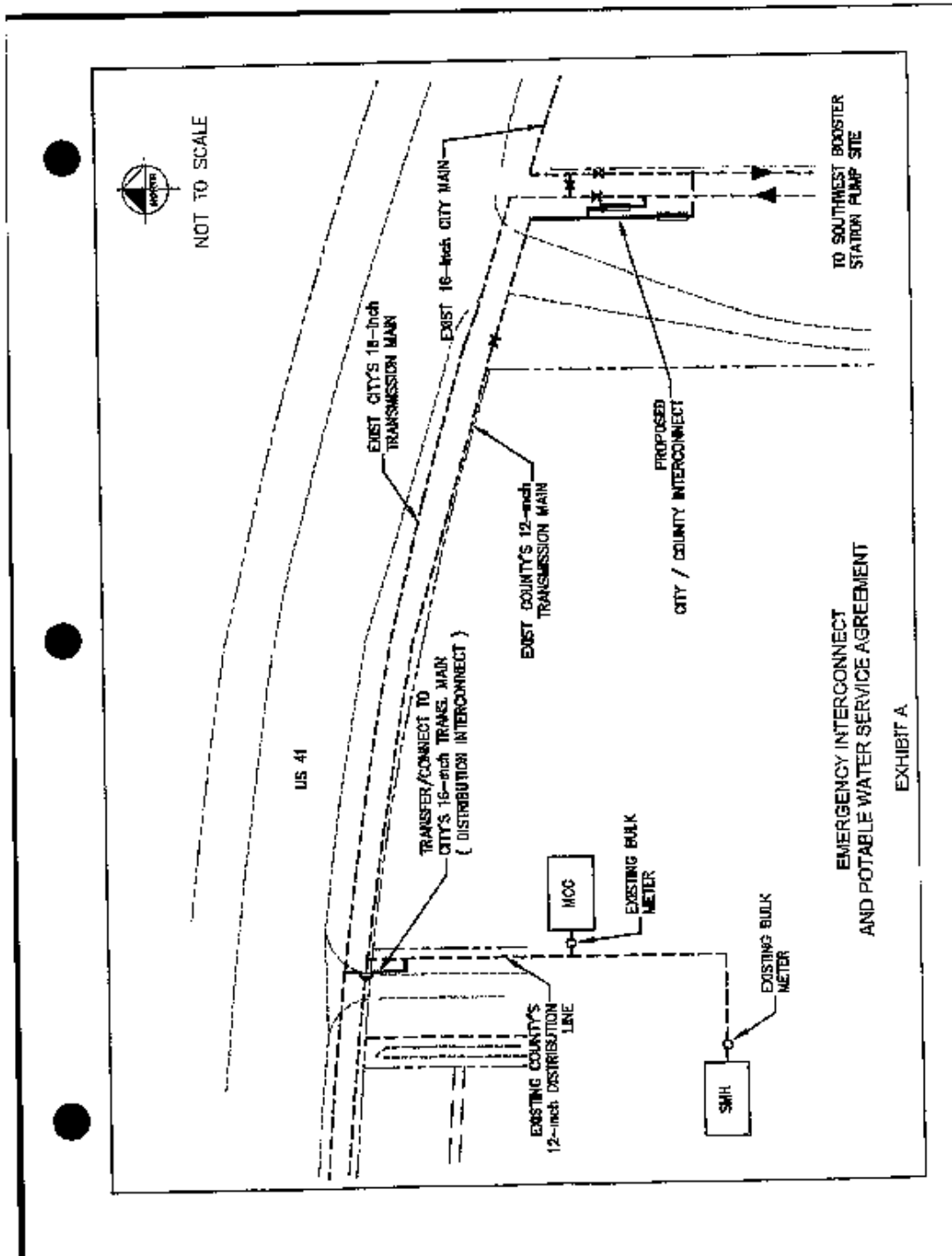


EXHIBIT C

POINT OF DELIVERY-PROPOSED INTERCONNECT

