

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Emergency Water Supply Interconnect Agreements "Bear Lake Water System and Mirror Lake Interconnect"

**DEPARTMENT:** Environmental Services

**DIVISION:** Water and Sewer

**AUTHORIZED BY:** John Cirello

**CONTACT:** Gary Rudolph

**EXT:** 2020

**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute the Emergency Water Supply Interconnect Bear Lake Water System and Emergency Water Supply Interconnect Mirror Lake Agreements.

District 3 Dick Van Der Weide

Gary Rudolph

**BACKGROUND:**

The Bear Lake Water System is a small system run by Utilities, Inc. of Florida that Seminole County has had a emergency interconnect with for years. The system is set up so that the Seminole County Lynwood Service Area can support automatically. The Interconnect Agreement sets forth the terms and conditions of service, price, term, temporary utilization requirements, billing, payment, plans, specifications, maintenance, operation, repair requirements, curtailment of service, assignment, right of inspection and severability.

The Mirror Lake interconnect allows for automatic back up emergency water supply between the Seminole County Lynwood Service Area and the Utilities Inc. of Florida system if needed. The Interconnect Agreement sets forth the terms and conditions of service, price, term, temporary utilization requirements, billing, payment, plans, specifications, maintenance, operation, repair requirements, curtailment of service, assignment, right of inspection and severability.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve and authorize the Chairman to execute the Bear Lake Water System and Mirror Lake Emergency Water Supply Interconnect Agreements.

**ATTACHMENTS:**

1. Mirror Lake Water Emergency Interconnect Agreement
2. Bear Lake Water System Emergency Interconnect Agreement

<p><b>Additionally Reviewed By:</b></p> <p><input checked="" type="checkbox"/> County Attorney Review ( Susan Dietrich )</p>
--

**EMERGENCY WATER SUPPLY INTERCONNECT AGREEMENT  
MIRROR LAKE**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **SANLANDO UTILITIES CORPORATION**, a Florida corporation, whose address is 200 Weathersfield Avenue, Altamonte Springs, Florida 32714, hereinafter referred to as "UTILITY".

**W I T N E S S E T H**

**WHEREAS**, COUNTY operates water treatment and distribution systems located in Seminole County; specifically the area known as Lynwood service area, and desires to utilize the UTILITY's water supply system for an emergency water supply source; and

**WHEREAS**, UTILITY operates water distribution systems and a water treatment system located in Seminole County, specifically the area known as the Sanlando Water System, and desires to utilize the COUNTY's water supply system for an emergency water supply source; and

**WHEREAS**, COUNTY and UTILITY have been encouraged by the State of Florida, Department of Environmental Protection to seek an alternate water source pursuant to their emergency water supply plan; and

**WHEREAS**, the parties desire to enter into an Emergency Water Supply Interconnect Agreement to provide emergency water service between COUNTY and UTILITY in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE,** in consideration of the premises hereof and in consideration of the mutual advantages arising hereunder and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

**1. SERVICE AND PRICE.** COUNTY agrees to supply emergency water service to UTILITY at a cost of \$1.13 per 1,000 gallons of water usage and UTILITY agrees to supply emergency water service to the COUNTY for a price of \$1.13 per 1,000 gallons of water usage. This price may be revised from time to time by agreement of both parties. A standard bill payable by UTILITY and/or COUNTY shall include the water usage charge for the corresponding time period.

**2. TERM.** This Agreement shall continue in effect for a period of twenty-five (25) years from the date of execution and will be automatically renewed for a period of ten (10) years thereafter unless either party elects to terminate the agreement. In the event of termination, the terminating party must give the other party a minimum of six (6) months' prior notice delivered by certified mail to the address noted above.

**3. TEMPORARY UTILIZATION OF INTERCONNECT.** The Emergency Water Supply Interconnection shall be utilized only as a result of equipment failure or other type of emergency condition resulting in a temporary cessation of water service and with the express approval of COUNTY and/or UTILITY when requested. The interconnection is not to be used to provide permanent or long term water supply to COUNTY and/or UTILITY or its customers.

**4. BILLING AND PAYMENT.** All charges provided for in Paragraph 1 shall be paid by COUNTY and/or UTILITY within thirty (30) days of receipt of the corresponding invoice. Prompt payment by the receiving party is of the essence of this Agreement. If any payment is not made in full when due, there shall be a delinquent fee added in the amount of five (5%) percent of the balance due, plus any legal and administrative costs resulting from the delay in payment or enforcement of same.

**5. PLANS AND SPECIFICIATIONS.** COUNTY and/or UTILITY shall provide for the engineering plans and specifications for the interconnection, which shall be acceptable to both parties and subject to the approval of the Florida Department of Environmental Protection. The determination of ownership of the Emergency Interconnection components shall be defined as described on Exhibit A attached hereto and made a part thereof. COUNTY and UTILITY shall be responsible for the respective installation, maintenance, and operation of a suitable water flow meter and pressure-regulating valve at the point(s) of interconnection. The respective meter(s) shall be calibrated annually at COUNTY's and UTILITY's cost with the results of such calibration provided to the respective party. Construction and interconnection shall be subject to the supervision, inspection and approval of COUNTY's Environmental Services Department and UTILITY'S Engineer.

**6. MAINTENANCE, OPERATION AND REPAIR.** The entire water system of COUNTY and UTILITY shall, at all times, be maintained and operated by the respective parties in accordance with all current rules and regulations of governmental agencies having jurisdiction thereof, including

the Florida Department of Environmental Protection. COUNTY and UTILITY shall maintain their respective water meter, associated valves and pressure-regulating valve.

**7. COLLECTION OF CHARGES.** COUNTY and UTILITY shall each be responsible for the collection of the service charges for each unit being served within their respective jurisdictions. The failure to collect such service charges or fees shall not relieve UTILITY and/or COUNTY from paying the charges as set forth in this Agreement.

**8. NON-PERMITTED USE.** COUNTY and UTILITY agree that they will not allow any illegal, unauthorized or non-permitted use of the Emergency Interconnection.

**9. AVAILABILITY OF SERVICE.** COUNTY and UTILITY agree to make service available upon completion of construction and receipt of agency approvals of the Emergency Interconnection between COUNTY and UTILITY systems in accordance with the approved plans and specifications.

**10. CURTAILMENT OF SERVICE.** COUNTY and UTILITY stipulate that emergency water supply may be curtailed or terminated in the event of a simultaneous emergency water need that would jeopardize water service to existing customers of COUNTY and/or UTILITY. In the event of such curtailment or cessation of emergency water service, COUNTY and/or UTILITY will use all reasonable effort to reestablish emergency water service as soon as practicable so as to minimize the length of time that COUNTY's and/or UTILITY's customers are without water service.

**11. TEMPORARY CESSATION OF SERVICES.** It is agreed that any cessation of water distribution services by COUNTY and/or UTILITY shall

not constitute a breach of this Agreement, and neither party shall be liable to the other for damages resulting from such cessation of service.

**12. SEPARATE AND DISTINCT AGREEMENT.** Both parties agree that this Agreement supercedes any existing agreement executed between COUNTY and UTILITY for the purchase or sale of water service and this Agreement is for the sole purpose of addressing this Emergency Water Supply Interconnect between COUNTY and UTILITY.

**13. ASSIGNMENT.** This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party without the express written approval of the parties herein.

**14. RIGHT OF INSPECTION.** UTILITY hereby guarantees COUNTY the right at all reasonable times and at any time during an emergency, by its duly authorized agents or employees, to inspect any and all equipment related to the subject matter hereof and for the purpose of repairing, maintaining or removing any property owned by COUNTY.

**15. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of, any third party not a formal party hereto.

**16. WAIVER OF RIGHTS.** Any waiver at any time by UTILITY or COUNTY of their rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter, similar or different, prior or subsequent.

**17. SEVERABILITY.** Any provision of this Agreement which is prohibited or unenforceable under any law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, provided the rights and obligations of the parties hereto are not materially prejudiced and the intentions of the parties can continue to be effected.

**18. NOTICE.** Any notice to be given by UTILITY or COUNTY by the other shall be sent either by hand delivery, registered or certified mail to the respective addresses shown below. Either party may change its notice address by giving proper written notice to the other as provided herein:

**For UTILITY:**

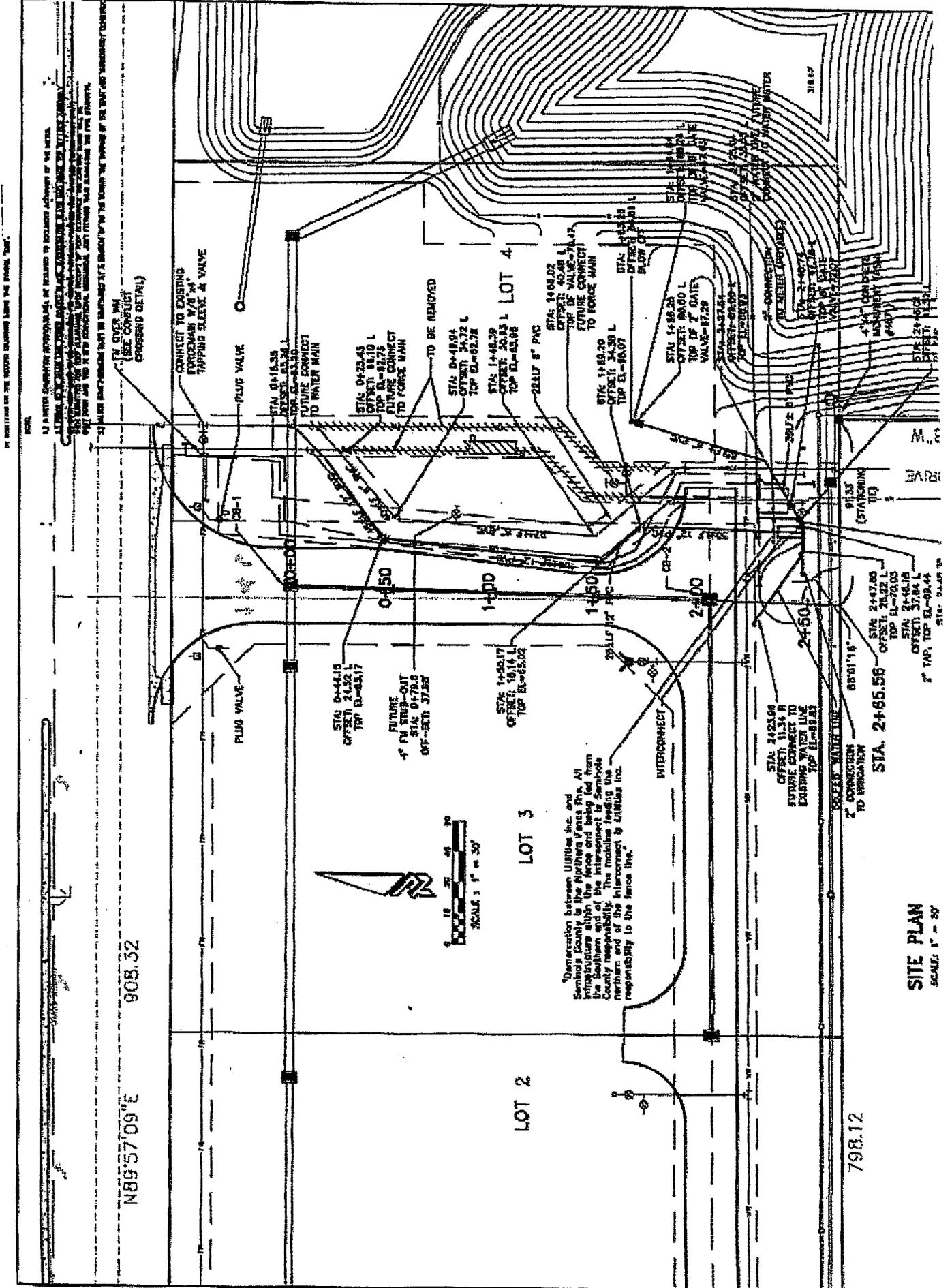
Sanlando Utilities Corporation  
200 Weathersfield Avenue  
Altamonte Springs, FL 32714

**For COUNTY:**

Seminole County  
Department of Environmental Services  
1101 E. First Street  
Sanford, FL 32771

**IN WITNESS WHEREOF**, the parties hereto have executed this instrument on the day, month, and year first above written in two (2) counterparts, each of which shall be deemed an original.





N89°57'09"E 908.32

LOT 2

LOT 3

LOT 4

798.12

**SITE PLAN**  
SCALE: 1" = 30'

Disconnection between URSBIM Inc. and Seminole County is the northern fence line. All infrastructure within the fence and being fed from the southern end of the interconnect is Seminole County responsibility. The machine feeding the northern end of the interconnect is URSBIM Inc. responsibility to the fence line.

Exhibit A

**EMERGENCY WATER SUPPLY INTERCONNECT AGREEMENT  
BEAR LAKE WATER SYSTEM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", and **UTILITIES, INC. OF FLORIDA**, a Florida corporation, whose address is 200 Weathersfield Avenue, Altamonte Springs, Florida 32714, hereinafter referred to as "UTILITY".

**W I T N E S S E T H**

**WHEREAS**, COUNTY operates water treatment and distribution systems located in Seminole County; specifically the area known as the Lynwood service area, and

**WHEREAS**, UTILITY operates water distribution systems and a water treatment system located in Seminole County, specifically the area known as the Bear Lake Water System, and desires to utilize COUNTY's water supply system for an emergency water supply source; and

**WHEREAS**, UTILITY has been encouraged by the State of Florida, Department of Environmental Protection (FDEP) to seek an alternate water source pursuant to their emergency water supply plan; and

**WHEREAS**, the parties desire to enter into an Emergency Water Supply Interconnect Agreement to provide emergency water service between COUNTY and UTILITY in accordance with the terms and conditions hereinafter set forth.

**NOW, THEREFORE,** in consideration of the premises hereof and in consideration of the mutual advantages arising hereunder and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

**1. SERVICE AND PRICE.** COUNTY agrees to supply emergency water service to UTILITY at a cost of \$1.13 per 1,000 gallons of water usage. This price may be revised from time to time by COUNTY as determined by the Seminole County Board of County Commissioners. A standard bill payable by UTILITY shall include the water usage charge for the corresponding time period.

**2. TERM.** This Agreement shall continue in effect for a period of twenty-five (25) years from the date of execution and will be automatically renewed for a period of ten (10) years thereafter unless either party elects to terminate the agreement. In the event of termination, the terminating party must give the other party a minimum of six (6) months' prior notice delivered by certified mail to the address noted below.

**3. TEMPORARY UTILIZATION OF INTERCONNECT.** The Emergency Water Supply Interconnection is depicted on the map attached hereto and incorporated herein as Exhibit "A" and shall be utilized only as a result of equipment failure or other type of emergency condition resulting in a temporary cessation of water service and with the express approval of COUNTY when requested by UTILITY. The interconnection is not to be used to provide permanent or long term water supply to UTILITY or its customers.

**4. BILLING AND PAYMENT.** All charges provided for in Paragraph 1 shall be paid by UTILITY within thirty (30) days of receipt of the

corresponding invoice. Prompt payment by the receiving party is of the essence of this Agreement. If any payment is not made in full when due, there shall be a delinquent fee added in the amount of five (5%) percent of the balance due, plus any legal and administrative costs resulting from the delay in payment or enforcement of same.

**5. PLANS AND SPECIFICIATIONS.** UTILITY shall provide for the engineering plans and specifications for the interconnection, which shall be acceptable to both parties and subject to approval by FDEP. The determination of ownership of the Emergency Water Supply Interconnect components shall be defined as described on Exhibit "A". UTILITY shall be responsible for the installation, maintenance, and operation of a suitable water flow meter, backflow preventer and pressure-regulating valve at the point of interconnection. All costs associated with installation, maintenance and operation of the water flow meter, backflow preventer and pressure-regulating valve at the point of connection and associated appurtenances shall be paid by UTILITY. The meter shall be calibrated annually at UTILITY'S expense by a competent water meter testing party with the results of such calibration provided to COUNTY. UTILITY shall pay all construction costs associated with the Emergency Water Supply Interconnection and said construction and interconnection shall be subject to the supervision, inspection and approval of COUNTY and UTILITY'S Representatives.

**6. MAINTENANCE, OPERATION AND REPAIR.** The entire water system of COUNTY and UTILITY shall, at all times, be maintained and operated by the respective parties in accordance with all current rules and regulations of governmental agencies having jurisdiction thereof, including

FDEP. The water meter and associated backflow preventer, valves and pressure-regulating valve shall be maintained by UTILITY. The backflow preventer shall be tested annually by UTILITY at its expense, or, on a more stringent basis if required by regulatory agencies, and the results provided to COUNTY. This testing program shall comply with COUNTY's backflow prevention requirements and regulations.

**7. COLLECTION OF CHARGES.** COUNTY and UTILITY shall each be responsible for the collection of the service charges for each unit being served within their respective jurisdictions. The failure to collect such service charges shall not relieve UTILITY from paying to COUNTY the charges as set forth in this Agreement.

**8. NON-PERMITTED USE.** COUNTY and UTILITY agree that neither party will allow any illegal, unauthorized or non-permitted use of the Emergency Water Supply Interconnection.

**9. AVAILABILITY OF SERVICE.** COUNTY agrees to make service available to UTILITY for the purposes described in Paragraph 3 herein upon completion of construction of the emergency interconnection between COUNTY and UTILITY systems in accordance with the approved plans and specifications.

**10. CURTAILMENT OF SERVICE.** COUNTY and UTILITY stipulate that emergency water service may be curtailed or terminated by COUNTY in the event of a simultaneous emergency water need that would jeopardize water service to existing COUNTY customers. In the event of such curtailment or cessation of emergency water service, COUNTY will use all reasonable effort to reestablish emergency water service as soon as

practicable so as to minimize the length of time that UTILITY'S customers are without water service.

**11. TEMPORARY CESSATION OF SERVICES.** It is agreed that any cessation of water distribution services by COUNTY shall not constitute a breach of this Agreement, and neither party shall be liable to the other for damages resulting from such cessation of service or for failure to supply water.

**12. SEPARATE AND DISTINCT AGREEMENT.** The parties agree that this Agreement supercedes any existing agreement executed between COUNTY and UTILITY relating to the subject matter hereof and that this Agreement is for the sole purpose of addressing this Emergency Water Supply Interconnect between COUNTY and UTILITY.

**13. ASSIGNMENT.** This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligations to any other party without the express written approval of the other party hereto.

**14. RIGHT OF INSPECTION.** UTILITY hereby guarantees COUNTY the right at all reasonable times and at any time during an emergency, by its duly authorized agents or employees, to inspect any and all equipment related to the subject matter hereof and for the purpose of repairing, maintaining or removing any property owned by COUNTY.

**15. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of, any third party not a formal party hereto.

**16. WAIVER OF RIGHTS.** Any waiver at any time by UTILITY or COUNTY of their rights with respect to a default or any other matter arising in connection with this Agreement shall not be deemed to be a waiver with respect to any other default or matter, similar or different, prior or subsequent.

**17. SEVERABILITY.** Any provision of this Agreement which is prohibited or unenforceable under any law shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof, provided the rights and obligations of the parties hereto are not materially prejudiced and the intentions of the parties can continue to be effected.

**18. NOTICE.** Any notice to be given by UTILITY or COUNTY by the other shall be sent either by hand delivery, registered or certified mail to the respective addresses shown below. Either party may change its notice address by giving proper written notice to the other as provided herein:

**For UTILITY:**

Utilities, Inc. of Florida  
200 Weathersfield Avenue  
Altamonte Springs, FL 32714

**For COUNTY:**

Seminole County  
Department of Environmental Services  
1101 E. First Street  
Sanford, FL 32771

**IN WITNESS WHEREOF,** the parties hereto have executed this instrument on the day, month, and year first above written in two (2) counterparts, each of which shall be deemed an original.

ATTEST:

UTILITIES, INC. OF FLORIDA

\_\_\_\_\_

By:   
LISA CROSSETT, C.O.O.

Date: 2-27-08

ATTEST

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

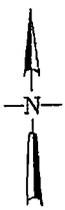
\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of  
County Commissioners of  
Seminole County, Florida

By: \_\_\_\_\_  
BRENDA CAREY, Chairman

Date: \_\_\_\_\_

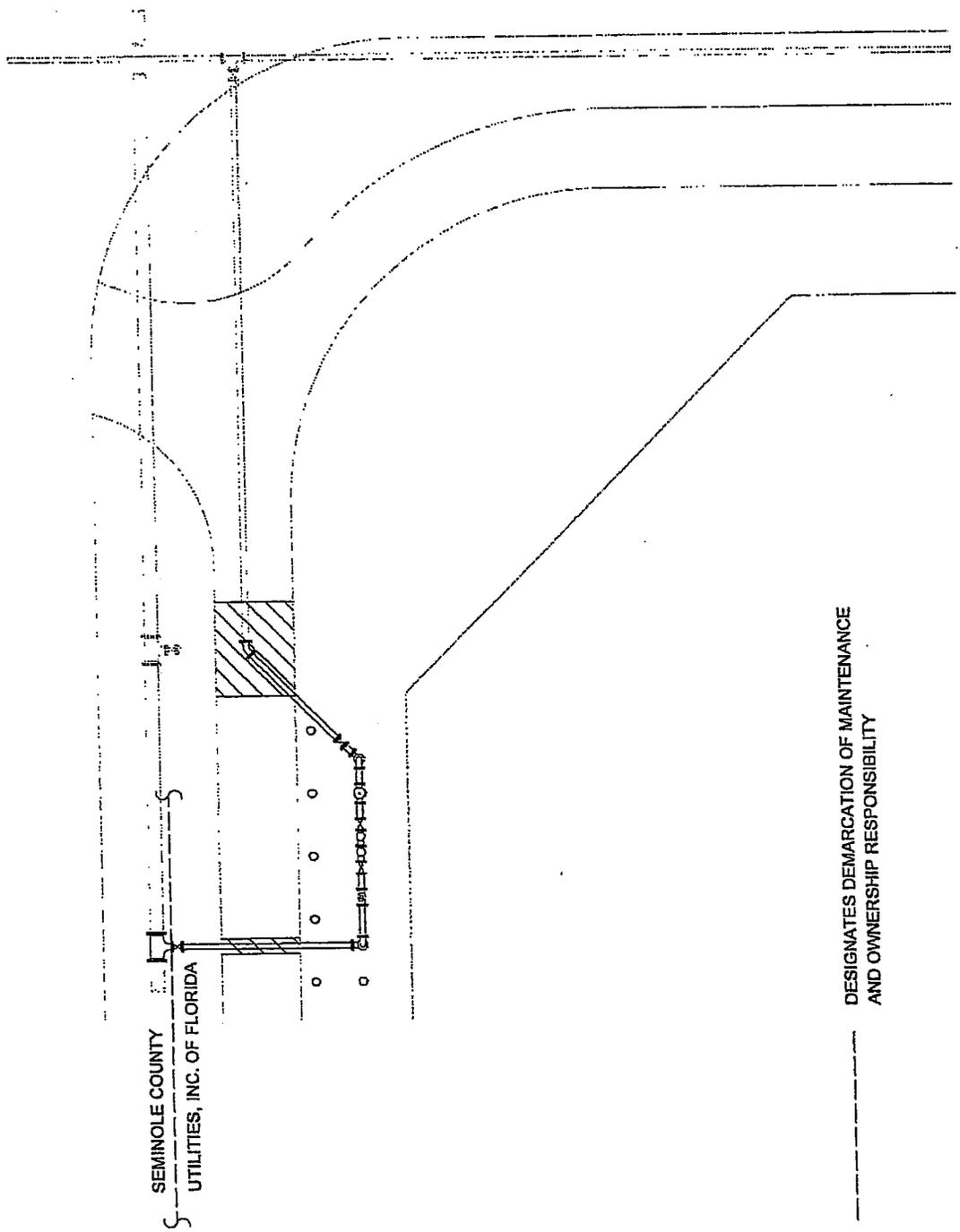
As authorized for execution  
by the Board of County Commissioners  
at their \_\_\_\_\_, 2008  
regular meeting.

Attachment:  
Exhibit "A" - Map



BEAR LAKE ROAD RIGHT-OF-WAY

BONNIE DRIVE RIGHT-OF-WAY



SEMINOLE COUNTY  
UTILITIES, INC. OF FLORIDA

DESIGNATES DEMARCATION OF MAINTENANCE  
AND OWNERSHIP RESPONSIBILITY

INTERCONNECT PIPING PLAN

**cph** Engineers  
Planners  
Landscape Architects  
Surveyors  
Construction Management  
www.cphengineers.com  
1117 East Robinson Street, Orlando, FL 32801  
Phone: 407.425.0452 Fax: 407.649.1636

Scale: 1" = 10'-0"
Date: 1-23-2004
Job No.: U0706.06
Certificate of Authorization No. 3215

INTERCONNECT PIPING PLAN
BEAR LAKE MANOR WATER SYSTEM WATER MAIN INTERCONNECT

© 2004  
FIGURE  
2