

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT is made and entered into by and between MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida (“COUNTY”), and the CITY OF BRADENTON, FLORIDA, a municipal corporation of the State of Florida (“CITY”).

WITNESSETH:

WHEREAS, COUNTY and CITY entered into an Agreement, dated December 11, 2012, for the provision of potable water by either party to the other in specified locations, a copy of which is attached hereto as Exhibit A (hereinafter referred to as the “2012 Agreement”); and

WHEREAS, the parties wish to amend the 2012 Agreement to include an additional active meter pursuant to Section 17 of that agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained herein, the parties hereby mutually agree as follows:

Section 1. Except as otherwise provided herein, the terms, covenants and conditions of the 2012 Agreement are incorporated herein by reference, are hereby ratified, approved and confirmed, and are binding upon the parties hereto.

Section 2. Paragraph 15 of the 2012 Agreement is hereby amended as follows:

15. Effective upon execution of this Agreement, each party is connected to the other party’s potable water system by nine (9) active meters.

A. The COUNTY provides potable water to the CITY through seven (7) active meters at the following locations:

- (1) Six-inch (6") meter located at 206 2nd Street East;
- (2) Four-inch (4") meter located at 250 2nd Street East;
- (3) Six-inch (6") meter located at 3601 Hawk Island Drive;
- (4) Ten-inch (10") meter located in the median of Martinique Drive north of the intersection with Manatee Avenue West;
- (5) Eight-inch (8") meter located in the median of Perico Bay Boulevard south of the intersection with Manatee Avenue West;

- (6) Two-inch (2") meter located on the southwest corner of Manatee Avenue West and Palma Sola Boulevard; and
- (7) Eight-inch (8") meter located west of Martinique Drive north of the intersection with Manatee Avenue West.

B. The CITY provides potable water to real property located outside the municipal boundaries of the CITY in the area of unincorporated Manatee County designated as Tropical Shores through two (2) active meters at the following locations:

- (1) Six-inch (6") meter located at 3080 11th Avenue East; and
- (2) Six-inch (6") meter located at 1123 30th Street Court East.

Section 3. Exhibit A to the 2012 Agreement is hereby replaced in its entirety with Exhibit B to this First Amendment.

Section 4. This First Amendment shall become effective on the date of the last signature hereto.

IN WITNESS WHEREOF, the parties hereto have executed this FIRST AMENDMENT TO AGREEMENT by and through their duly authorized representatives, on the respective dates below.



MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: *Priscilla Lee*
Chairperson

Date: 4/24/18

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: *Uebi Jesuina*
Deputy Clerk

**CITY OF BRADENTON, a municipal corporation
of the State of Florida**

By: its City Council

By: _____
Mayor

Date: _____

ATTEST: CARL CALLAHAN
City Clerk of the City of Bradenton, Florida

By: _____
Clerk

4/24/18

April 24, 2018 - Regular Meeting
Agenda Item #40

Subject

City of Bradenton Addition of Active Meter to Potable Water Agreement

Briefings

None

Contact and/or Presenter Information

Mark Simpson, Water Manager
ext. 5258

Action Requested

Authorize the Chairwoman to execute Amendment 1 to City of Bradenton Potable Water Agreement.

Enabling/Regulating Authority

Section 125.01, Florida Statutes; Chapter 153, Florida Statutes; and Chapter 63-1598, Laws of Florida, as amended.

Background Discussion

- Manatee County has held a Potable Water Agreement with the City of Bradenton since April 29, 1975.
- The Agreement specifically determines and includes the location of eight (8) active meters by which each party is connected.
- Section 17 of the Agreement allows for additional active meters to be connected to the County's potable water system. Any additions shall require an amendment of the Agreement.
- The City of Bradenton has requested that an additional active meter be connected immediately west of Martinique Drive at the intersection of Manatee Avenue West.
- Staff has reviewed the request and recommends approval of the additional active meter and, therefore, recommends that Amendment 1 to the Potable Water Agreement be approved and executed.

County Attorney Review

Formal Written Review (Opinion memo must be attached)

Explanation of Other

Reviewing Attorney

Zamboni

Originals to Mark Simpson

Instructions to Board Records

Please return executed amendments to Mark Simpson.

4/25/18

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

Attachment: [Request to Add Active Meter.pdf](#)

Attachment: [Brdntn Ptbl W Agrmnt.pdf](#)

Attachment: [Exhibit B to 1st Amendment.pdf](#)

Attachment: [Exhibit A to 1st Amendment.pdf](#)

Attachment: [Manatee - COB 1st Amendment to Potable Water Agreement.pdf](#)



TELEPHONE.
941/932-9400

CITY OF BRADENTON
BRADENTON, FLORIDA

CALLER SERVICE 25015
BRADENTON, FL 34206-5015

Mr. Mike Gore, Director
Utilities Department
Manatee County
4410 66th Street West
Bradenton, FL 34210

Subject: Potable Water Agreement

Dear Mr. Gore:

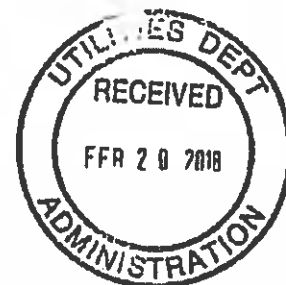
In accordance with Paragraph 17 of the December 11, 2012 Potable Water Agreement between the City and County, the City requests that an additional active meter be connected to the County's potable water system. This meter is currently expected to be a eight (8") meter and will be located immediately west of Martinique Drive at the intersection with Manatee Avenue West. The City agrees to all conditions of the existing agreement regarding this new meter installation.

As required by the referenced paragraph, we request that the existing agreement be amended to include this new meter location. If the County approves this request, please inform us how you wish to proceed with preparing the required amendment. Thank you for your consideration of this request.

Sincerely,

James McLellan, P.E.
Director, Public Works and Utilities

cc: County Administrator
Kim Clayback, PE



AGREEMENT

THIS AGREEMENT is made and entered into this 11TH day of DECEMBER, 2012, by and between MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and the CITY OF BRADENTON, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the COUNTY owns and operates a countywide potable water treatment and distribution system under the authority of Section 125.01, Florida Statutes, and Chapter 63-1598, Laws of Florida, as amended; and

WHEREAS, the CITY owns and operates a potable water distribution system which provides potable water to real property located within the municipal boundaries of the CITY as depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the CITY intends to continue said potable water distribution system within its municipal boundaries; and

WHEREAS, the CITY's potable water distribution system also provides potable water to certain real property located outside the municipal boundaries of the CITY in an area of unincorporated Manatee County depicted on Exhibit A under the Tropical Shores Water Supply Service Interlocal Agreement executed October 30, 1990, which expires on or about October 29, 2020; and

WHEREAS, the COUNTY provides potable water to the CITY under the following Agreements:

- a. Agreement dated February 12, 1975, and executed April 29, 1975, as amended by Amendment to Water Rate Agreement dated March 23, 1978, which expired on or about June 16, 1994; and
- b. Perico Island Water Supply and Wastewater Service Agreement executed May 18,

1983, which expires on or about May 17, 2013; and

WHEREAS, the COUNTY and the CITY desire to enter into a new written agreement for the provision of potable water by the COUNTY to the CITY and for the provision of potable water by the CITY to real property located outside the municipal boundaries of the CITY in an area of unincorporated Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Unless otherwise defined in this Agreement, the definitions of terms set forth in the Manatee County Code of Ordinances, and ordinances and resolutions relating to utility rates adopted from time to time by the Board of County Commissioners, shall apply to this Agreement.

2. The COUNTY agrees to sell potable water to the CITY as a wholesale customer and the CITY agrees to purchase potable water from the COUNTY which the CITY shall deliver through the active meters and the CITY's potable water distribution system and sell to the CITY's potable water customers within the area depicted on Exhibit A. The CITY agrees to provide potable water to the COUNTY through the active meters which the COUNTY shall deliver through the COUNTY's potable water system and sell to the COUNTY's potable water customers within the area designated as Tropical Shores and depicted on Exhibit A. The quantity of potable water consumption for billing purposes shall be determined in accordance with section 18 and section 21 of this Agreement.

3. Effective upon execution of this Agreement by both parties, the COUNTY agrees to allocate for the CITY five hundred thousand (500,000) gallons per day reserve capacity in the COUNTY's potable water system. This allocation of reserve capacity shall remain in effect during the period of this Agreement, unless the CITY increases the reserve capacity as provided in section 4 of this Agreement.

4. Effective October 1, 2013, the CITY may increase the reserve capacity in the

COUNTY's potable water system by increments of at least one thousand (1,000) gallons per day no more than one (1) time each fiscal year, subject to payment of Facility Investment Fees established by the COUNTY ordinance relating to Facility Investment Fees in effect at the time and in accordance with the following procedures:

- A. For each year effective in 2013 that the CITY increases the reserve capacity, the CITY shall submit an annual report to the COUNTY no later than August 1 of each year for the period of time from July 1 through June 30 of the previous year. The annual report shall itemize all new or increased connections to the CITY's potable water distribution system, the meter size of each connection, the reserve capacity equivalent of each connection, and the Facility Investment Fee for each connection established by the applicable COUNTY ordinance in effect at the time. The CITY shall maintain records relating to each connection itemized on the annual report. Such records shall be open for audit, inspection, examination and copying in compliance with Chapter 119, Florida Statutes.
- B. Subject to the COUNTY's receipt of water use permits from the Southwest Florida Water Management District (SWFWMD), the CITY may purchase additional reserve capacity in the COUNTY's potable water system by paying to the COUNTY the appropriate amount of all Facility Investment Fees established by the applicable COUNTY ordinance in effect for the period of time covered by the annual report described in paragraph 4.A above for all new and increased connections to the CITY's potable water distribution system. The Facility Investment Fees shall be paid to the COUNTY at the same time the CITY submits the annual report to the COUNTY described in paragraph 4.A above and no later than August 1 of each year that the CITY increases the reserve capacity.
- C. Effective October 1 of each year following receipt of the annual report and the

appropriate amount of Facility Investment Fees from the CITY, the COUNTY shall adjust the reserve capacity in its potable water system to accommodate the additional reserve capacity for the CITY. The increased reserve capacity shall also result in a corresponding increase in the monthly customer charge paid by the CITY effective October 1 of each year.

5. The COUNTY may purchase reserve capacity in the CITY's potable water system by paying to the CITY the appropriate amount of water impact fees established by the applicable CITY ordinance in effect at the time, provided that such fees are equivalent to the fees charged to other wholesale customers of the CITY's potable water system.

6. The CITY agrees to pay to the COUNTY on a monthly basis customer charges based on five hundred thousand (500,000) gallons per day reserve capacity, or such higher capacity increased in accordance with section 4 of this Agreement, at the rates established by the COUNTY utility rate resolution in effect at the time.

7. The CITY agrees to pay to the COUNTY on a monthly basis quantity rates and excess demand charges based on five hundred thousand (500,000) gallons per day reserve capacity, or such higher capacity increased in accordance with section 4 of this Agreement, at the rates established by the COUNTY utility rate resolution in effect at the time, provided that such rates are equivalent to the rates charged to other wholesale customers of the COUNTY.

8. Unless otherwise specifically provided in this Agreement, the CITY agrees to render full payment to the COUNTY in United States funds within thirty (30) calendar days of receipt of any bills, statements, invoices, costs, expenses, rates, fees and charges from the COUNTY.

9. The COUNTY shall provide notice of any proposed resolutions establishing or revising the COUNTY's utility rates in accordance with Chapter 63-1598, Laws of Florida, as amended.

10. Upon written request by the CITY, the COUNTY agrees to use its best efforts,

consistent with sound engineering principles and at no cost or expense to the COUNTY, to facilitate the CITY's use of COUNTY rights-of-way within the municipal boundaries of the CITY for construction of main lines so the CITY may operate its potable water distribution system within its municipal boundaries; provided, however, that any request by the CITY shall not prevent, hinder or interfere with the COUNTY's present or intended use of any COUNTY right-of-way or with the present use of any COUNTY right-of-way by other public or private utilities.

11. The CITY provides potable water to real property located outside the municipal boundaries of the CITY in the area of unincorporated Manatee County designated as Tropical Shores and depicted on Exhibit A. The COUNTY and the CITY agree that the area designated as Tropical Shores and depicted on Exhibit A constitutes the only area of unincorporated Manatee County located outside the municipal boundaries of the CITY served by the CITY's potable water distribution system. Except as otherwise provided in section 12 of this Agreement, the CITY agrees that it shall not provide potable water to real property located outside the municipal boundaries of the CITY in any other areas of unincorporated Manatee County without the prior written consent of the COUNTY and amendment of this Agreement as provided in section 33 of this Agreement.

12. Notwithstanding the provisions of section 11 of this Agreement, the CITY may provide potable water or fire service to an individual parcel of property located outside the municipal boundaries of the CITY in an unincorporated area of Manatee County if the COUNTY determines that installation or extension of lines and/or facilities required to provide such service to the property is not physically or economically feasible, the CITY has sufficient reserve capacity in the CITY's potable water system, and the CITY determines that installation or extension of lines and/or facilities required to provide such service to the property is physically and economically feasible. The COUNTY may provide potable water or fire service to an individual parcel of property located within the municipal boundaries of the CITY if the CITY determines that installation or extension

of lines and/or facilities required to provide such service to the property is not physically or economically feasible, the COUNTY has sufficient reserve capacity in the COUNTY's potable water system, and the COUNTY determines that installation or extension of lines and/or facilities required to provide such service to the property is physically and economically feasible. Either party may provide potable water or fire service to an individual parcel of property as specified in this section in accordance with the following procedures:

- A. The utilities director of the party responsible for providing potable water or fire service to the property notifies the utilities director of the other party in writing requesting that the other party provide such service;
- B. The utilities director of the party receiving the request notifies the utilities director of the requesting party in writing that said party consents to provide potable water or fire service to the property; and
- C. The owner of the parcel of property agrees in writing to pay all rates, fees, charges, costs and expenses, including but not limited to, Facility Investment Fees, impact fees, security deposits, connection fees, line fees, line extension fees and charges, fire service fees and charges, utility infrastructure fees and charges, miscellaneous fees and charges, customer base charges, quantity rates, surcharges, and any other rates, fees, charges, costs and expenses imposed, assessed, charged, billed or incurred by both parties in providing potable water or fire service to the property.

13. It is understood and agreed that the supply of potable water as set forth in this Agreement is subject to the rules, regulations, orders and permits of SWFWMD and that the COUNTY's ability to supply potable water under this Agreement is so governed. The COUNTY shall work with SWFWMD to assure its ability to supply potable water and shall comply with all applicable SWFWMD rules, regulations, orders and permits.

14. The COUNTY agrees that potable water service to be furnished under this

Agreement shall be continuous at all times; provided, however, that disruption or interruption of service at any time caused by an act of God (including drought conditions or any other natural condition resulting in insufficient ground or surface water to meet the needs of the users of the COUNTY's potable water system), fire, strike, casualty, war, terrorism, natural disaster, accident, federal, state, regional or local governmental action or order, necessary maintenance work, breakdown of or damage to machinery, pumps or pipelines, act or omission of any federal, state, regional or local governmental authority, civil or military authority, insurrection, riot, or any cause beyond the reasonable control of the COUNTY shall not constitute a breach of this Agreement by the COUNTY, and the COUNTY shall not be liable to the CITY or any of its customers for any claims, damages, injuries, liabilities, losses or expenses resulting from such unavoidable disruption or interruption of service. The COUNTY agrees to correct any and all disruptions or interruptions that may occur and restore service as soon as practicable, except for those disruptions or interruptions which are beyond the COUNTY's control.

15. Effective upon execution of this Agreement by both parties, each party is connected to the other party's potable water system by eight (8) active meters.

A. The COUNTY provides potable water to the CITY through six (6) active meters at the following locations:

- (1) Six-inch (6") meter located at 206 2nd Street East;
- (2) Four-inch (4") meter located at 250 2nd Street East;
- (3) Six-inch (6") meter located at 3601 Hawk Island Drive;
- (4) Ten-inch (10") meter located in the median of Martinique Drive at the intersection with Manatee Avenue West;
- (5) Eight-inch (8") meter located in the median of Perico Bay Boulevard at the intersection with Manatee Avenue West; and
- (6) Two-inch (2") meter located on the southeast corner of Manatee Avenue

West and Palma Sola Boulevard.

B. The CITY provides potable water to real property located outside the municipal boundaries of the CITY in the area of unincorporated Manatee County designated as Tropical Shores through two (2) active meters at the following locations:

- (1) Six-inch (6") meter located at 3080 11th Avenue East; and
- (2) Six-inch (6") meter located at 1123 30th Street Court East.

16. Backflow prevention devices are required on all existing active meters connected to either party's potable water system at the locations described in section 15 of this Agreement. Existing active meters listed in paragraph 15.A of this Agreement that do not comply with the COUNTY's current engineering standards shall be upgraded by the COUNTY at the cost and expense of the COUNTY. As part of the upgrades to the active meters, a backflow prevention device shall be purchased by the CITY and installed by the COUNTY in compliance with the COUNTY's engineering standards on each active meter listed in paragraph 15.A of this Agreement. Once installed, the backflow prevention devices on the active meters listed in paragraph 15.A of this Agreement shall be owned, operated, maintained, repaired, inspected and tested annually by the CITY. Upgrades to the active meters listed in paragraph 15.A of this Agreement shall be performed in accordance with a schedule mutually agreed upon by the utility staffs of both parties. All backflow prevention devices on existing active meters listed in paragraph 15.A of this Agreement shall be the property and responsibility of the CITY. The backflow prevention devices on the active meters listed in paragraph 15.B of this Agreement shall be owned, operated, maintained, repaired, inspected and tested annually by the COUNTY. All backflow prevention devices on existing active meters listed in paragraph 15.B of this Agreement shall be the property and responsibility of the COUNTY.

17. During the term of this Agreement, the CITY may submit written requests to the COUNTY for additional active meters to be connected to the COUNTY's potable water system.

The COUNTY shall have the right to review and approve or reject such proposed additional active meters. Any additional active meters approved by the COUNTY shall require amendment of this Agreement as provided in section 33 of this Agreement. All additional active meters approved by the COUNTY and backflow prevention devices shall be installed by the CITY in compliance with the COUNTY's engineering standards and shall be subject to inspection by the COUNTY. The CITY shall pay inspection fees to the COUNTY, but shall not be required to pay connection fees for new active meters. The CITY shall pay all costs and expenses, including but not limited to labor, equipment, materials and land, associated with installing any additional active meters approved by the COUNTY and backflow prevention devices. Once installed, the active meters shall be owned, operated, maintained, repaired and inspected by the COUNTY, and the backflow prevention devices shall be owned, operated, maintained, repaired, inspected and tested annually by the CITY. All potable water lines extending from the COUNTY's potable water treatment plant to and including the active meters shall be the property and responsibility of the COUNTY, and all potable water lines extending beyond the active meters, including backflow prevention devices, shall be the property and responsibility of the CITY.

18. Except as otherwise provided in section 21 of this Agreement, the quantity of potable water delivered to the CITY shall be determined based on monthly readings of the active meters by calculating the difference in quantity registered from the previous reading of each active meter, said readings to be made by the COUNTY. The quantity of potable water registered on the active meters listed in paragraph 15.B of this Agreement shall be deducted from the total quantity of potable water registered on the active meters listed in paragraph 15.A of this Agreement to calculate the monthly quantity of potable water billed to the CITY. In the event of malfunction of an active meter, the quantity of potable water consumption shall be based on all available information agreed to by the utility staffs of both parties. The COUNTY agrees to render monthly bills to the CITY for amounts then due and payable. Said monthly bills shall consist of two (2)

components computed in accordance with the COUNTY utility rate resolution in effect at the time: (1) a monthly customer charge; and (2) a quantity rate, which may consist of an excess demand charge for consumption in excess of the reserve capacity.

19. Except as otherwise provided in section 21 of this Agreement, all potable water furnished to the CITY under this Agreement shall be measured by metering equipment of standard manufacture located at the points of connection, said active meters to be maintained, calibrated and read by the COUNTY at its expense. No active meter shall be allowed to remain in service which has an error in excess of the normal test flow rates (less than 96% or greater than 102%) for accuracy limits established by the American Water Works Association (A.W.W.A.) guidelines, or succeeding guidelines, as of the time of testing. The COUNTY shall inspect and test all active meters at intervals recommended by the A.W.W.A., with each active meter tested at least once per year. The COUNTY shall forward copies of the results of such tests to the CITY within seven (7) calendar days of the COUNTY's receipt of the written test results. The COUNTY shall pay all inspection and testing costs, except as provided below. Upon written request by the CITY, the COUNTY shall inspect and test any active meter in the presence of a representative or representatives of the CITY. If the active meter conforms to the A.W.W.A. guidelines upon testing, the CITY shall pay all inspection and testing costs. In the event a faulty active meter is discovered, the COUNTY shall immediately take steps to restore the active meter to an accurate condition or to install a new active meter at the COUNTY's cost.

20. In addition to the active meters listed in section 15 of this Agreement, the CITY is connected to the COUNTY's potable water system by eleven (11) emergency interconnections at the following locations:

- A. Ten-inch (10") interconnection located on the south side of State Road 64 East and the west side of Morgan Johnson Road, west of the gas station;
- B. Ten-inch (10") interconnection located at 1119 13th Street East;

- C. Six-inch (6") interconnection located on the southeast corner of the school property at 1910 27th Street East;
- D. Eight-inch (8") interconnection located on the northeast corner of 9th Avenue West and 75th Street West;
- E. Eight-inch (8") interconnection located at 5102 17th Avenue West;
- F. Ten-inch (10") interconnection located at 4700 Cortez Road West on the west side of the main entrance to Ironwood Condominiums;
- G. Eight-inch (8") interconnection located on the northeast corner of 59th Street West and Cortez Road West;
- H. Six-inch (6") interconnection located on the southwest corner of 26th Street West and 23rd Avenue West;
- I. Six-inch (6") interconnection located at 6904 Cortez Road West;
- J. Six-inch (6") interconnection located on the northeast corner of 34th Street West and 15th Avenue West; and
- K. Six-inch (6") interconnection located on the east side of 39th Street East between State Road 64 East and Third Avenue East.

21. The emergency interconnections are designed to assist both parties with maintaining potable water service to their customers in the event of loss of service of either party's potable water system. The parties agree to pay equal amounts of all costs and expenses, including but not limited to labor, equipment and materials, incurred in converting any existing emergency interconnections into two (2)-way emergency interconnections. All emergency interconnections shall contain an assembly consisting of valves to isolate each potable water system during routine operation. The valves on either side of the emergency interconnection shall be locked in the closed position during routine operation of the potable water system. Either party may activate an emergency interconnection upon notifying the other party by telephone, by electronic mail, or in

writing. Any notice of activation given initially by telephone shall be promptly confirmed to the other party within twenty-four (24) hours by electronic mail or in writing. Except as otherwise provided in this section, the party receiving potable water agrees to pay all applicable rates, fees and charges established by the utility rate ordinance or resolution in effect at the time for the potable water furnished by the other party in the event any emergency interconnection is activated and utilized. No rates, fees or charges shall be assessed, billed or collected by either party for an amount of potable water transferred to the other party through all emergency interconnections that is equal to or less than 65,000 gallons per billing cycle. Since the emergency interconnections do not contain active meters, the rates, fees and charges for potable water transferred from one (1) party to the other shall be computed in accordance with the procedure set forth below. Each time an emergency interconnection is activated and utilized, an estimate of the volume of potable water transferred during the period of activation shall be calculated using available flow data from the utility systems of both parties. The estimate shall be based on the difference between the average flows during the thirty (30)-day period immediately prior to the activation date and the average flows during the activation period. For example, an emergency interconnection is activated and utilized for three (3) days. Flow records from the utility systems of both parties during the thirty (30) days prior to the activation date shall be used to calculate the average flow of each party. The difference in the average flow during the three (3)-day activation period shall be used to estimate the amount of potable water transferred from one (1) party to the other. If any emergency interconnection is activated and utilized for an extended period of time exceeding three (3) days, an active meter may be installed at the point of connection as provided in section 17 of this Agreement to measure the quantity of potable water in lieu of the procedure set forth above.

22. The COUNTY agrees to deliver potable water to the CITY at a minimum static pressure of sixty (60) pounds per square inch. If the CITY requires increased or reduced pressure at any point of connection, the CITY shall pay for the necessary pressure regulation equipment

together with all costs and expenses for installation, operation, maintenance and repair of such equipment.

23. The quality of potable water furnished by either party to the other party under this Agreement shall meet all applicable standards for drinking water established by the United States Environmental Protection Agency and the Florida Department of Environmental Protection, or succeeding regulatory agencies. The CITY shall comply with all such regulations and standards beyond the meters in providing potable water received from the COUNTY within the municipal boundaries of the CITY and to the area of unincorporated Manatee County served by the CITY's potable water distribution system. The COUNTY shall comply with all such regulations and standards beyond the meters in providing potable water received from the CITY in the area located outside the municipal boundaries of the CITY served by the COUNTY's potable water system. Each party agrees to provide to the other party written potable water quality information necessary for the other party to satisfy reporting requirements to that party's customers.

24. It is understood that this is not an Agreement between either party and the potable water customers of the other party. Nothing in this Agreement shall be construed to convey to either party any ownership interest in any portion of the assets of the other party's potable water system, including treatment and distribution facilities.

25. This Agreement shall commence upon execution by both parties and shall expire on September 30, 2032. Subject to mutual written agreement by both parties, this Agreement may be renewed for one (1) additional period of ten (10) years, commencing on October 1, 2032, and expiring on September 30, 2042. The City Council shall provide written notice of the CITY's intent to renew this Agreement to the COUNTY at least two (2) years prior to the expiration date of this Agreement. In the event the COUNTY does not intend to renew this Agreement, the COUNTY shall provide written notice of such intent to the CITY no later than six (6) months following the date of receipt of the CITY's written notice of intent to renew. Upon approval of the CITY's written

renewal notice by the Board of County Commissioners, this Agreement shall be renewed for the additional ten (10) year period.

26. This Agreement or any renewal of this Agreement may be canceled or terminated by mutual written consent of the parties or as described below:

- A. If canceled or terminated by the COUNTY, at least five (5) years advance written notice to the CITY is required; or
- B. If canceled or terminated by the CITY, at least two (2) years advance written notice to the COUNTY is required.

27. Except as specifically provided in section 21 of this Agreement, all requests and notices required to be given by either party under this Agreement shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

A. COUNTY: Director
Utilities Department
Manatee County
4410 66th Street West
Bradenton, Florida 34210

WITH COPY TO: County Administrator
Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205

B. CITY: Mayor
City of Bradenton
Bradenton City Hall
101 Old Main Street West
Bradenton, Florida 34205-7865

WITH COPY TO: Director
Public Works and Utilities Department
City of Bradenton
1411 Ninth Street West
Bradenton, Florida 34205

Either party may, by written notice to the other party as provided above, change the address for

subsequent notice. Except as specifically provided in section 21 of this Agreement, any request or notice may be given by electronic mail in addition to but not in lieu of the written notice delivered in accordance with the requirements set forth above in this section.

28. Neither party shall assign this Agreement or any rights or duties under this Agreement to any other person.

29. The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or relinquishment of such covenant, agreement, option, right, power or remedy for the future. No payment by either party or receipt of payment by the other party of a lesser amount than the amount that party claims to be due shall be deemed to be other than on account of the earliest payment due, nor shall any endorsement or statement on any check or any letter accompanying any check for any payment due either party be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to that party's right to recover the balance of any payment then due or to pursue any other remedy provided by law.

30. The parties agree that they have each participated in the drafting of this Agreement, and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement.

31. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

32. Should any term, provision, covenant, condition, section, paragraph, sentence or portion of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms, provisions, covenants, conditions, sections, paragraphs, sentences and portions shall, nevertheless, remain in full force and effect.

33. This Agreement sets forth all covenants, promises, agreements and understandings

between the parties concerning the subject matter of this Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as herein set forth. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the parties unless reduced to writing and approved and executed by the CITY and the COUNTY with the same formality as this Agreement.

34. This Agreement shall supersede and replace the following Agreements or parts and paragraphs of Agreements between the parties:

- A. Agreement dated February 12, 1975, and executed April 29, 1975, as amended by Amendment to Water Rate Agreement dated March 23, 1978, which expired on or about June 16, 1994;
- B. Part A and paragraph 17 of Part D of Perico Island Water Supply and Wastewater Service Agreement executed May 18, 1983, which expires on or about May 17, 2013; and
- C. Tropical Shores Water Supply Service Interlocal Agreement executed October 30, 1990, which expires on or about October 29, 2020.

Upon the commencement date as provided in section 25 of this Agreement, the above-referenced Agreements or parts and paragraphs of Agreements between the parties shall be rescinded in their entirety and shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized representatives, on the respective dates below.

COUNTY

Manatee County, Florida, a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, hereby approves this Agreement on the 11TH day of DECEMBER, 2012.

ATTEST: R. B. Shore
Clerk of the Circuit Court

MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida


By: 
Deputy Clerk

By: 
Chairman
Board of County Commissioners

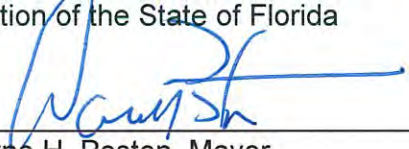


Date: 12/11/12

The City of Bradenton, Florida, a municipal corporation of the State of Florida, acting by and through the City Council, with a quorum present and voting, hereby approves this Agreement on the 14th day of November, 2012.

ATTEST: 
Carl Callahan, City Clerk

CITY OF BRADENTON, FLORIDA, a municipal corporation of the State of Florida

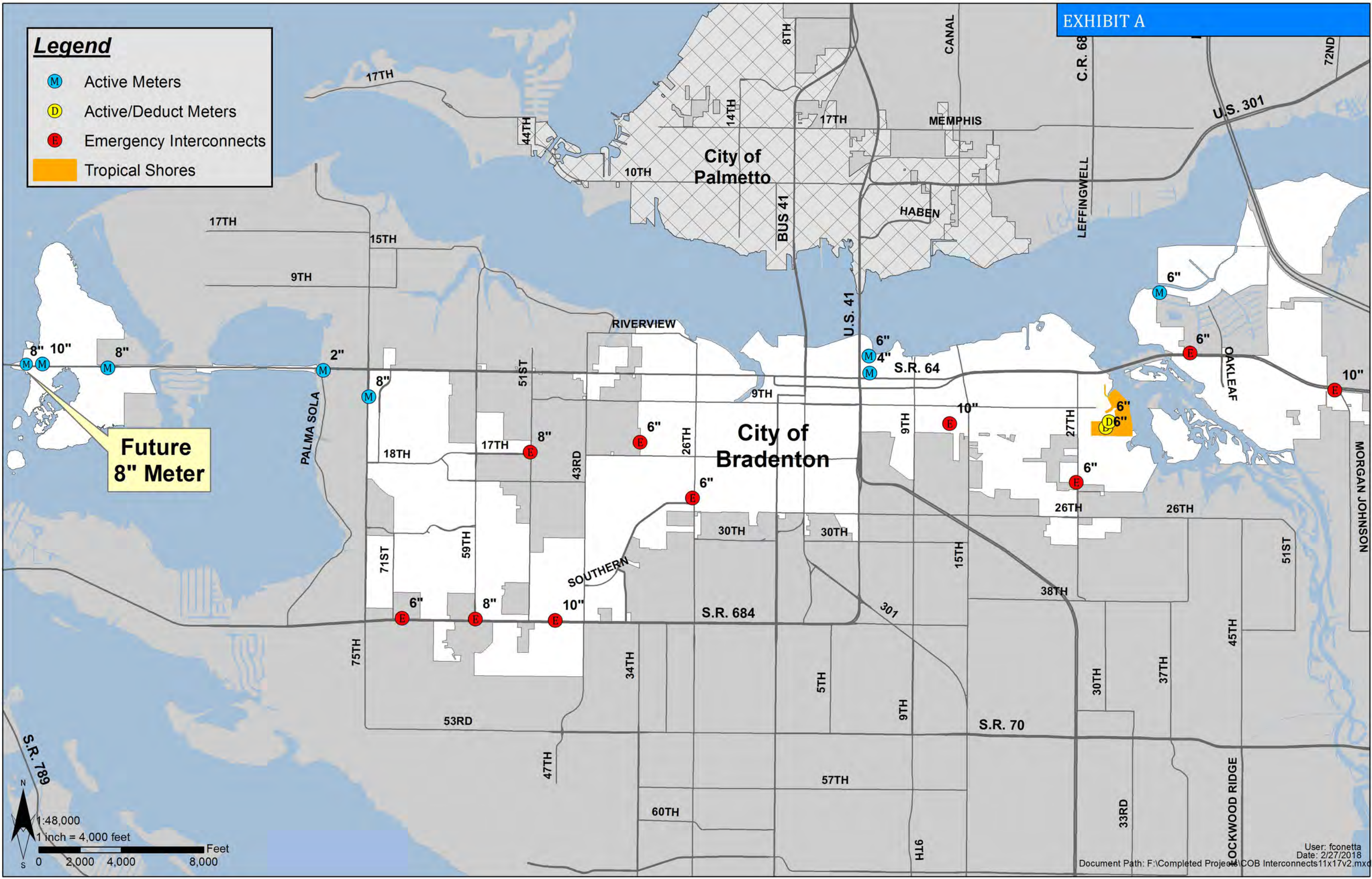
By: 
Wayne H. Poston, Mayor

Date: NOV 14 2012



Legend

- (M) Active Meters
- (D) Active/Deduct Meters
- (E) Emergency Interconnects
- Tropical Shores



**Future
8" Meter**

S.R. 786

1:48,000
1 inch = 4,000 feet

0 2,000 4,000 8,000 Feet

EXHIBIT A TO FIRST AMENDMENT

AGREEMENT

THIS AGREEMENT is made and entered into this 11TH day of DECEMBER, 2012, by and between MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY," and the CITY OF BRADENTON, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the COUNTY owns and operates a countywide potable water treatment and distribution system under the authority of Section 125.01, Florida Statutes, and Chapter 63-1598, Laws of Florida, as amended; and

WHEREAS, the CITY owns and operates a potable water distribution system which provides potable water to real property located within the municipal boundaries of the CITY as depicted on Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the CITY intends to continue said potable water distribution system within its municipal boundaries; and

WHEREAS, the CITY's potable water distribution system also provides potable water to certain real property located outside the municipal boundaries of the CITY in an area of unincorporated Manatee County depicted on Exhibit A under the Tropical Shores Water Supply Service Interlocal Agreement executed October 30, 1990, which expires on or about October 29, 2020; and

WHEREAS, the COUNTY provides potable water to the CITY under the following Agreements:

- a. Agreement dated February 12, 1975, and executed April 29, 1975, as amended by Amendment to Water Rate Agreement dated March 23, 1978, which expired on or about June 16, 1994; and
- b. Perico Island Water Supply and Wastewater Service Agreement executed May 18,

1983, which expires on or about May 17, 2013; and

WHEREAS, the COUNTY and the CITY desire to enter into a new written agreement for the provision of potable water by the COUNTY to the CITY and for the provision of potable water by the CITY to real property located outside the municipal boundaries of the CITY in an area of unincorporated Manatee County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

1. Unless otherwise defined in this Agreement, the definitions of terms set forth in the Manatee County Code of Ordinances, and ordinances and resolutions relating to utility rates adopted from time to time by the Board of County Commissioners, shall apply to this Agreement.

2. The COUNTY agrees to sell potable water to the CITY as a wholesale customer and the CITY agrees to purchase potable water from the COUNTY which the CITY shall deliver through the active meters and the CITY's potable water distribution system and sell to the CITY's potable water customers within the area depicted on Exhibit A. The CITY agrees to provide potable water to the COUNTY through the active meters which the COUNTY shall deliver through the COUNTY's potable water system and sell to the COUNTY's potable water customers within the area designated as Tropical Shores and depicted on Exhibit A. The quantity of potable water consumption for billing purposes shall be determined in accordance with section 18 and section 21 of this Agreement.

3. Effective upon execution of this Agreement by both parties, the COUNTY agrees to allocate for the CITY five hundred thousand (500,000) gallons per day reserve capacity in the COUNTY's potable water system. This allocation of reserve capacity shall remain in effect during the period of this Agreement, unless the CITY increases the reserve capacity as provided in section 4 of this Agreement.

4. Effective October 1, 2013, the CITY may increase the reserve capacity in the

COUNTY's potable water system by increments of at least one thousand (1,000) gallons per day no more than one (1) time each fiscal year, subject to payment of Facility Investment Fees established by the COUNTY ordinance relating to Facility Investment Fees in effect at the time and in accordance with the following procedures:

- A. For each year effective in 2013 that the CITY increases the reserve capacity, the CITY shall submit an annual report to the COUNTY no later than August 1 of each year for the period of time from July 1 through June 30 of the previous year. The annual report shall itemize all new or increased connections to the CITY's potable water distribution system, the meter size of each connection, the reserve capacity equivalent of each connection, and the Facility Investment Fee for each connection established by the applicable COUNTY ordinance in effect at the time. The CITY shall maintain records relating to each connection itemized on the annual report. Such records shall be open for audit, inspection, examination and copying in compliance with Chapter 119, Florida Statutes.
- B. Subject to the COUNTY's receipt of water use permits from the Southwest Florida Water Management District (SWFWMD), the CITY may purchase additional reserve capacity in the COUNTY's potable water system by paying to the COUNTY the appropriate amount of all Facility Investment Fees established by the applicable COUNTY ordinance in effect for the period of time covered by the annual report described in paragraph 4.A above for all new and increased connections to the CITY's potable water distribution system. The Facility Investment Fees shall be paid to the COUNTY at the same time the CITY submits the annual report to the COUNTY described in paragraph 4.A above and no later than August 1 of each year that the CITY increases the reserve capacity.
- C. Effective October 1 of each year following receipt of the annual report and the

appropriate amount of Facility Investment Fees from the CITY, the COUNTY shall adjust the reserve capacity in its potable water system to accommodate the additional reserve capacity for the CITY. The increased reserve capacity shall also result in a corresponding increase in the monthly customer charge paid by the CITY effective October 1 of each year.

5. The COUNTY may purchase reserve capacity in the CITY's potable water system by paying to the CITY the appropriate amount of water impact fees established by the applicable CITY ordinance in effect at the time, provided that such fees are equivalent to the fees charged to other wholesale customers of the CITY's potable water system.

6. The CITY agrees to pay to the COUNTY on a monthly basis customer charges based on five hundred thousand (500,000) gallons per day reserve capacity, or such higher capacity increased in accordance with section 4 of this Agreement, at the rates established by the COUNTY utility rate resolution in effect at the time.

7. The CITY agrees to pay to the COUNTY on a monthly basis quantity rates and excess demand charges based on five hundred thousand (500,000) gallons per day reserve capacity, or such higher capacity increased in accordance with section 4 of this Agreement, at the rates established by the COUNTY utility rate resolution in effect at the time, provided that such rates are equivalent to the rates charged to other wholesale customers of the COUNTY.

8. Unless otherwise specifically provided in this Agreement, the CITY agrees to render full payment to the COUNTY in United States funds within thirty (30) calendar days of receipt of any bills, statements, invoices, costs, expenses, rates, fees and charges from the COUNTY.

9. The COUNTY shall provide notice of any proposed resolutions establishing or revising the COUNTY's utility rates in accordance with Chapter 63-1598, Laws of Florida, as amended.

10. Upon written request by the CITY, the COUNTY agrees to use its best efforts,

consistent with sound engineering principles and at no cost or expense to the COUNTY, to facilitate the CITY's use of COUNTY rights-of-way within the municipal boundaries of the CITY for construction of main lines so the CITY may operate its potable water distribution system within its municipal boundaries; provided, however, that any request by the CITY shall not prevent, hinder or interfere with the COUNTY's present or intended use of any COUNTY right-of-way or with the present use of any COUNTY right-of-way by other public or private utilities.

11. The CITY provides potable water to real property located outside the municipal boundaries of the CITY in the area of unincorporated Manatee County designated as Tropical Shores and depicted on Exhibit A. The COUNTY and the CITY agree that the area designated as Tropical Shores and depicted on Exhibit A constitutes the only area of unincorporated Manatee County located outside the municipal boundaries of the CITY served by the CITY's potable water distribution system. Except as otherwise provided in section 12 of this Agreement, the CITY agrees that it shall not provide potable water to real property located outside the municipal boundaries of the CITY in any other areas of unincorporated Manatee County without the prior written consent of the COUNTY and amendment of this Agreement as provided in section 33 of this Agreement.

12. Notwithstanding the provisions of section 11 of this Agreement, the CITY may provide potable water or fire service to an individual parcel of property located outside the municipal boundaries of the CITY in an unincorporated area of Manatee County if the COUNTY determines that installation or extension of lines and/or facilities required to provide such service to the property is not physically or economically feasible, the CITY has sufficient reserve capacity in the CITY's potable water system, and the CITY determines that installation or extension of lines and/or facilities required to provide such service to the property is physically and economically feasible. The COUNTY may provide potable water or fire service to an individual parcel of property located within the municipal boundaries of the CITY if the CITY determines that installation or extension

of lines and/or facilities required to provide such service to the property is not physically or economically feasible, the COUNTY has sufficient reserve capacity in the COUNTY's potable water system, and the COUNTY determines that installation or extension of lines and/or facilities required to provide such service to the property is physically and economically feasible. Either party may provide potable water or fire service to an individual parcel of property as specified in this section in accordance with the following procedures:

- A. The utilities director of the party responsible for providing potable water or fire service to the property notifies the utilities director of the other party in writing requesting that the other party provide such service;
- B. The utilities director of the party receiving the request notifies the utilities director of the requesting party in writing that said party consents to provide potable water or fire service to the property; and
- C. The owner of the parcel of property agrees in writing to pay all rates, fees, charges, costs and expenses, including but not limited to, Facility Investment Fees, impact fees, security deposits, connection fees, line fees, line extension fees and charges, fire service fees and charges, utility infrastructure fees and charges, miscellaneous fees and charges, customer base charges, quantity rates, surcharges, and any other rates, fees, charges, costs and expenses imposed, assessed, charged, billed or incurred by both parties in providing potable water or fire service to the property.

13. It is understood and agreed that the supply of potable water as set forth in this Agreement is subject to the rules, regulations, orders and permits of SWFWMD and that the COUNTY's ability to supply potable water under this Agreement is so governed. The COUNTY shall work with SWFWMD to assure its ability to supply potable water and shall comply with all applicable SWFWMD rules, regulations, orders and permits.

14. The COUNTY agrees that potable water service to be furnished under this

Agreement shall be continuous at all times; provided, however, that disruption or interruption of service at any time caused by an act of God (including drought conditions or any other natural condition resulting in insufficient ground or surface water to meet the needs of the users of the COUNTY's potable water system), fire, strike, casualty, war, terrorism, natural disaster, accident, federal, state, regional or local governmental action or order, necessary maintenance work, breakdown of or damage to machinery, pumps or pipelines, act or omission of any federal, state, regional or local governmental authority, civil or military authority, insurrection, riot, or any cause beyond the reasonable control of the COUNTY shall not constitute a breach of this Agreement by the COUNTY, and the COUNTY shall not be liable to the CITY or any of its customers for any claims, damages, injuries, liabilities, losses or expenses resulting from such unavoidable disruption or interruption of service. The COUNTY agrees to correct any and all disruptions or interruptions that may occur and restore service as soon as practicable, except for those disruptions or interruptions which are beyond the COUNTY's control.

15. Effective upon execution of this Agreement by both parties, each party is connected to the other party's potable water system by eight (8) active meters.

A. The COUNTY provides potable water to the CITY through six (6) active meters at the following locations:

- (1) Six-inch (6") meter located at 206 2nd Street East;
- (2) Four-inch (4") meter located at 250 2nd Street East;
- (3) Six-inch (6") meter located at 3601 Hawk Island Drive;
- (4) Ten-inch (10") meter located in the median of Martinique Drive at the intersection with Manatee Avenue West;
- (5) Eight-inch (8") meter located in the median of Perico Bay Boulevard at the intersection with Manatee Avenue West; and
- (6) Two-inch (2") meter located on the southeast corner of Manatee Avenue

West and Palma Sola Boulevard.

B. The CITY provides potable water to real property located outside the municipal boundaries of the CITY in the area of unincorporated Manatee County designated as Tropical Shores through two (2) active meters at the following locations:

- (1) Six-inch (6") meter located at 3080 11th Avenue East; and
- (2) Six-inch (6") meter located at 1123 30th Street Court East.

16. Backflow prevention devices are required on all existing active meters connected to either party's potable water system at the locations described in section 15 of this Agreement. Existing active meters listed in paragraph 15.A of this Agreement that do not comply with the COUNTY's current engineering standards shall be upgraded by the COUNTY at the cost and expense of the COUNTY. As part of the upgrades to the active meters, a backflow prevention device shall be purchased by the CITY and installed by the COUNTY in compliance with the COUNTY's engineering standards on each active meter listed in paragraph 15.A of this Agreement. Once installed, the backflow prevention devices on the active meters listed in paragraph 15.A of this Agreement shall be owned, operated, maintained, repaired, inspected and tested annually by the CITY. Upgrades to the active meters listed in paragraph 15.A of this Agreement shall be performed in accordance with a schedule mutually agreed upon by the utility staffs of both parties. All backflow prevention devices on existing active meters listed in paragraph 15.A of this Agreement shall be the property and responsibility of the CITY. The backflow prevention devices on the active meters listed in paragraph 15.B of this Agreement shall be owned, operated, maintained, repaired, inspected and tested annually by the COUNTY. All backflow prevention devices on existing active meters listed in paragraph 15.B of this Agreement shall be the property and responsibility of the COUNTY.

17. During the term of this Agreement, the CITY may submit written requests to the COUNTY for additional active meters to be connected to the COUNTY's potable water system.

The COUNTY shall have the right to review and approve or reject such proposed additional active meters. Any additional active meters approved by the COUNTY shall require amendment of this Agreement as provided in section 33 of this Agreement. All additional active meters approved by the COUNTY and backflow prevention devices shall be installed by the CITY in compliance with the COUNTY's engineering standards and shall be subject to inspection by the COUNTY. The CITY shall pay inspection fees to the COUNTY, but shall not be required to pay connection fees for new active meters. The CITY shall pay all costs and expenses, including but not limited to labor, equipment, materials and land, associated with installing any additional active meters approved by the COUNTY and backflow prevention devices. Once installed, the active meters shall be owned, operated, maintained, repaired and inspected by the COUNTY, and the backflow prevention devices shall be owned, operated, maintained, repaired, inspected and tested annually by the CITY. All potable water lines extending from the COUNTY's potable water treatment plant to and including the active meters shall be the property and responsibility of the COUNTY, and all potable water lines extending beyond the active meters, including backflow prevention devices, shall be the property and responsibility of the CITY.

18. Except as otherwise provided in section 21 of this Agreement, the quantity of potable water delivered to the CITY shall be determined based on monthly readings of the active meters by calculating the difference in quantity registered from the previous reading of each active meter, said readings to be made by the COUNTY. The quantity of potable water registered on the active meters listed in paragraph 15.B of this Agreement shall be deducted from the total quantity of potable water registered on the active meters listed in paragraph 15.A of this Agreement to calculate the monthly quantity of potable water billed to the CITY. In the event of malfunction of an active meter, the quantity of potable water consumption shall be based on all available information agreed to by the utility staffs of both parties. The COUNTY agrees to render monthly bills to the CITY for amounts then due and payable. Said monthly bills shall consist of two (2)

components computed in accordance with the COUNTY utility rate resolution in effect at the time: (1) a monthly customer charge; and (2) a quantity rate, which may consist of an excess demand charge for consumption in excess of the reserve capacity.

19. Except as otherwise provided in section 21 of this Agreement, all potable water furnished to the CITY under this Agreement shall be measured by metering equipment of standard manufacture located at the points of connection, said active meters to be maintained, calibrated and read by the COUNTY at its expense. No active meter shall be allowed to remain in service which has an error in excess of the normal test flow rates (less than 96% or greater than 102%) for accuracy limits established by the American Water Works Association (A.W.W.A.) guidelines, or succeeding guidelines, as of the time of testing. The COUNTY shall inspect and test all active meters at intervals recommended by the A.W.W.A., with each active meter tested at least once per year. The COUNTY shall forward copies of the results of such tests to the CITY within seven (7) calendar days of the COUNTY's receipt of the written test results. The COUNTY shall pay all inspection and testing costs, except as provided below. Upon written request by the CITY, the COUNTY shall inspect and test any active meter in the presence of a representative or representatives of the CITY. If the active meter conforms to the A.W.W.A. guidelines upon testing, the CITY shall pay all inspection and testing costs. In the event a faulty active meter is discovered, the COUNTY shall immediately take steps to restore the active meter to an accurate condition or to install a new active meter at the COUNTY's cost.

20. In addition to the active meters listed in section 15 of this Agreement, the CITY is connected to the COUNTY's potable water system by eleven (11) emergency interconnections at the following locations:

- A. Ten-inch (10") interconnection located on the south side of State Road 64 East and the west side of Morgan Johnson Road, west of the gas station;
- B. Ten-inch (10") interconnection located at 1119 13th Street East;

- C. Six-inch (6") interconnection located on the southeast corner of the school property at 1910 27th Street East;
- D. Eight-inch (8") interconnection located on the northeast corner of 9th Avenue West and 75th Street West;
- E. Eight-inch (8") interconnection located at 5102 17th Avenue West;
- F. Ten-inch (10") interconnection located at 4700 Cortez Road West on the west side of the main entrance to Ironwood Condominiums;
- G. Eight-inch (8") interconnection located on the northeast corner of 59th Street West and Cortez Road West;
- H. Six-inch (6") interconnection located on the southwest corner of 26th Street West and 23rd Avenue West;
- I. Six-inch (6") interconnection located at 6904 Cortez Road West;
- J. Six-inch (6") interconnection located on the northeast corner of 34th Street West and 15th Avenue West; and
- K. Six-inch (6") interconnection located on the east side of 39th Street East between State Road 64 East and Third Avenue East.

21. The emergency interconnections are designed to assist both parties with maintaining potable water service to their customers in the event of loss of service of either party's potable water system. The parties agree to pay equal amounts of all costs and expenses, including but not limited to labor, equipment and materials, incurred in converting any existing emergency interconnections into two (2)-way emergency interconnections. All emergency interconnections shall contain an assembly consisting of valves to isolate each potable water system during routine operation. The valves on either side of the emergency interconnection shall be locked in the closed position during routine operation of the potable water system. Either party may activate an emergency interconnection upon notifying the other party by telephone, by electronic mail, or in

writing. Any notice of activation given initially by telephone shall be promptly confirmed to the other party within twenty-four (24) hours by electronic mail or in writing. Except as otherwise provided in this section, the party receiving potable water agrees to pay all applicable rates, fees and charges established by the utility rate ordinance or resolution in effect at the time for the potable water furnished by the other party in the event any emergency interconnection is activated and utilized. No rates, fees or charges shall be assessed, billed or collected by either party for an amount of potable water transferred to the other party through all emergency interconnections that is equal to or less than 65,000 gallons per billing cycle. Since the emergency interconnections do not contain active meters, the rates, fees and charges for potable water transferred from one (1) party to the other shall be computed in accordance with the procedure set forth below. Each time an emergency interconnection is activated and utilized, an estimate of the volume of potable water transferred during the period of activation shall be calculated using available flow data from the utility systems of both parties. The estimate shall be based on the difference between the average flows during the thirty (30)-day period immediately prior to the activation date and the average flows during the activation period. For example, an emergency interconnection is activated and utilized for three (3) days. Flow records from the utility systems of both parties during the thirty (30) days prior to the activation date shall be used to calculate the average flow of each party. The difference in the average flow during the three (3)-day activation period shall be used to estimate the amount of potable water transferred from one (1) party to the other. If any emergency interconnection is activated and utilized for an extended period of time exceeding three (3) days, an active meter may be installed at the point of connection as provided in section 17 of this Agreement to measure the quantity of potable water in lieu of the procedure set forth above.

22. The COUNTY agrees to deliver potable water to the CITY at a minimum static pressure of sixty (60) pounds per square inch. If the CITY requires increased or reduced pressure at any point of connection, the CITY shall pay for the necessary pressure regulation equipment

together with all costs and expenses for installation, operation, maintenance and repair of such equipment.

23. The quality of potable water furnished by either party to the other party under this Agreement shall meet all applicable standards for drinking water established by the United States Environmental Protection Agency and the Florida Department of Environmental Protection, or succeeding regulatory agencies. The CITY shall comply with all such regulations and standards beyond the meters in providing potable water received from the COUNTY within the municipal boundaries of the CITY and to the area of unincorporated Manatee County served by the CITY's potable water distribution system. The COUNTY shall comply with all such regulations and standards beyond the meters in providing potable water received from the CITY in the area located outside the municipal boundaries of the CITY served by the COUNTY's potable water system. Each party agrees to provide to the other party written potable water quality information necessary for the other party to satisfy reporting requirements to that party's customers.

24. It is understood that this is not an Agreement between either party and the potable water customers of the other party. Nothing in this Agreement shall be construed to convey to either party any ownership interest in any portion of the assets of the other party's potable water system, including treatment and distribution facilities.

25. This Agreement shall commence upon execution by both parties and shall expire on September 30, 2032. Subject to mutual written agreement by both parties, this Agreement may be renewed for one (1) additional period of ten (10) years, commencing on October 1, 2032, and expiring on September 30, 2042. The City Council shall provide written notice of the CITY's intent to renew this Agreement to the COUNTY at least two (2) years prior to the expiration date of this Agreement. In the event the COUNTY does not intend to renew this Agreement, the COUNTY shall provide written notice of such intent to the CITY no later than six (6) months following the date of receipt of the CITY's written notice of intent to renew. Upon approval of the CITY's written

renewal notice by the Board of County Commissioners, this Agreement shall be renewed for the additional ten (10) year period.

26. This Agreement or any renewal of this Agreement may be canceled or terminated by mutual written consent of the parties or as described below:

- A. If canceled or terminated by the COUNTY, at least five (5) years advance written notice to the CITY is required; or
- B. If canceled or terminated by the CITY, at least two (2) years advance written notice to the COUNTY is required.

27. Except as specifically provided in section 21 of this Agreement, all requests and notices required to be given by either party under this Agreement shall be in writing, addressed to the other party as follows, and delivered by certified mail, return receipt requested, or by hand delivery:

A. COUNTY: Director
Utilities Department
Manatee County
4410 66th Street West
Bradenton, Florida 34210

WITH COPY TO: County Administrator
Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205

B. CITY: Mayor
City of Bradenton
Bradenton City Hall
101 Old Main Street West
Bradenton, Florida 34205-7865

WITH COPY TO: Director
Public Works and Utilities Department
City of Bradenton
1411 Ninth Street West
Bradenton, Florida 34205

Either party may, by written notice to the other party as provided above, change the address for

subsequent notice. Except as specifically provided in section 21 of this Agreement, any request or notice may be given by electronic mail in addition to but not in lieu of the written notice delivered in accordance with the requirements set forth above in this section.

28. Neither party shall assign this Agreement or any rights or duties under this Agreement to any other person.

29. The failure of either party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power or remedy contained in this Agreement shall not be construed as a waiver or relinquishment of such covenant, agreement, option, right, power or remedy for the future. No payment by either party or receipt of payment by the other party of a lesser amount than the amount that party claims to be due shall be deemed to be other than on account of the earliest payment due, nor shall any endorsement or statement on any check or any letter accompanying any check for any payment due either party be deemed an accord and satisfaction, and either party may accept such check or payment without prejudice to that party's right to recover the balance of any payment then due or to pursue any other remedy provided by law.

30. The parties agree that they have each participated in the drafting of this Agreement, and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement.

31. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

32. Should any term, provision, covenant, condition, section, paragraph, sentence or portion of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, the remaining terms, provisions, covenants, conditions, sections, paragraphs, sentences and portions shall, nevertheless, remain in full force and effect.

33. This Agreement sets forth all covenants, promises, agreements and understandings

between the parties concerning the subject matter of this Agreement, and there are no covenants, promises, agreements or understandings, either oral or written, between the parties except as herein set forth. No subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon the parties unless reduced to writing and approved and executed by the CITY and the COUNTY with the same formality as this Agreement.

34. This Agreement shall supersede and replace the following Agreements or parts and paragraphs of Agreements between the parties:

- A. Agreement dated February 12, 1975, and executed April 29, 1975, as amended by Amendment to Water Rate Agreement dated March 23, 1978, which expired on or about June 16, 1994;
- B. Part A and paragraph 17 of Part D of Perico Island Water Supply and Wastewater Service Agreement executed May 18, 1983, which expires on or about May 17, 2013; and
- C. Tropical Shores Water Supply Service Interlocal Agreement executed October 30, 1990, which expires on or about October 29, 2020.

Upon the commencement date as provided in section 25 of this Agreement, the above-referenced Agreements or parts and paragraphs of Agreements between the parties shall be rescinded in their entirety and shall have no further force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized representatives, on the respective dates below.

COUNTY

Manatee County, Florida, a political subdivision of the State of Florida, acting by and through the Board of County Commissioners, with a quorum present and voting, hereby approves this Agreement on the 11TH day of DECEMBER, 2012.

ATTEST: R. B. Shore
Clerk of the Circuit Court

MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida

By: *Wabi Jessner*
Deputy Clerk

By: *[Signature]*
Chairman
Board of County Commissioners



Date: 12/11/12

The City of Bradenton, Florida, a municipal corporation of the State of Florida, acting by and through the City Council, with a quorum present and voting, hereby approves this Agreement on the 14th day of November, 2012.

ATTEST: *Carl Callahan*
Carl Callahan, City Clerk

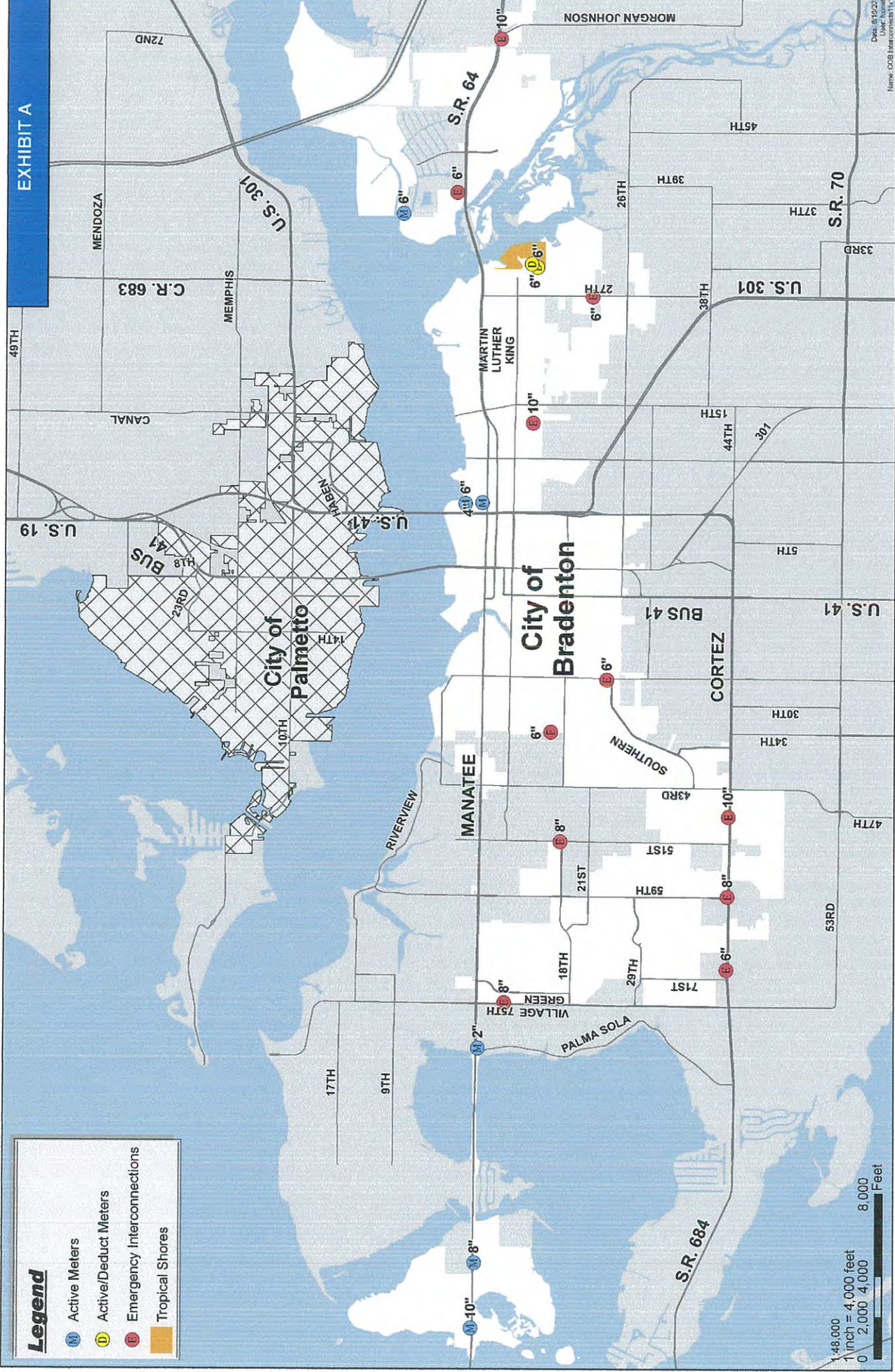
CITY OF BRADENTON, FLORIDA, a municipal corporation of the State of Florida

By: *Wayne H. Poston*
Wayne H. Poston, Mayor

Date: NOV 14 2012



EXHIBIT A



Legend

- Active Meters (M)
- Active/Deduct Meters (D)
- Emergency Interconnections (E)
- Tropical Shores (Yellow shaded area)



Date: 8/12/21
User: bradent
Name: COB (interconnections)