

AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of August, 2023, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and the TOWN OF BELLEAIR FLORIDA, a municipal corporation within said Pinellas County, acting by and through its TOWN Commission, hereinafter referred to as "TOWN".

WITNESSETH:

WHEREAS, COUNTY and TOWN have previously contracted for the sale and purchase of potable water to serve customers in the TOWN's water service area; and,

WHEREAS, TOWN, to ensure an adequate supply of potable water for distribution to its citizens, desires to continue to purchase from COUNTY, a supply of potable water which COUNTY is able to furnish from and through its water supply transmission system; and,

NOW, THEREFORE, in consideration of the monies hereinafter agreed to be paid and the mutual covenants contained herein, the parties hereby mutually agree as follows:

1. COUNTY agrees to furnish TOWN up to 1.2 MGD yearly average of water for its use and for redistribution in its water service area, as shown on the attached map, marked as Exhibit A and incorporated herein by reference.
2. TOWN shall have the exclusive right to distribute and make available water service to the customers within its water service area, as described in Exhibit A, and may purchase from COUNTY potable water required to serve the customers within the designated area. At any point during the

term of this Agreement that the TOWN determines to provide water for themselves or otherwise obtain a portion of their potable water needs from sources other than the COUNTY, the TOWN will provide ninety (90) days' notice to the COUNTY in writing. Upon receipt of such notice, at the COUNTY's discretion the TOWN may be charged a standby fee, that will be determined at the time the TOWN obtains water from other sources.

3. The TOWN will utilize the connections located at: 716 Indian Rocks Rd., and 1075 Ponce De Leon Blvd. or other locations mutually agreed to by COUNTY and TOWN. All current and future points of connection must be equipped with appropriately sized backflow devices per the COUNTY's design standards.
4. The TOWN will maintain an aggressive cross connection control program in accord with State and Federal Safe Drinking Water Acts and patterned after Pinellas County Code Division 3; Cross Connection Control, Section 126-231 thru Sec. 126-244. Should any contamination or possibility of contamination occur in TOWN'S water system, the TOWN shall immediately correct any cause of contamination to its water system and take all necessary precautions to ensure the protection of the COUNTY'S water supply and water system. The TOWN shall, if possible, as soon as possible but in any event within thirty (30) minutes of the knowledge of contamination of the TOWN water system, notify the Office of the Director of Pinellas County Utilities or their Successor.
5. The quantity of water delivered to TOWN shall be quantified by measuring

devices of standard make and sufficient size, selected and maintained by COUNTY. The measuring devices shall be equipped with indicating and recording registers and transmitters for telemetering remote readouts. In the event future relocations are required by either party, such the party requiring the relocation shall pay for all relocation costs. The TOWN shall pay a monthly service charge for the maintenance and replacement of the flow measuring devices and backflow devices.

6. The ownership of the flow measuring and backflow devices will remain with the COUNTY. COUNTY will, at its expense, install and retain ownership of the telemetering line from the measuring device to the point of readout.
7. To assure accuracy, the flow-measuring devices shall be tested yearly with results delivered to TOWN'S Manager or designee within 30 days of the testing. At other intervals of time, should any question arise as to the accuracy of any flow measuring device, TOWN may require any or all of the flow measuring devices to be tested. Should the tests show the flow measuring device to be registering within an accuracy of two and one half (2-1/2) percent, TOWN shall bear all the expense incurred in the testing. If the tests show the flow measuring device not to be registering within two and one half (2-1/2) percent accuracy, COUNTY will pay all the expense incurred in the testing and will repair the flow measuring device before the next billing cycle. For any meter found inaccurate, COUNTY will adjust the TOWN'S bill or bills starting the month in which the request was made

through the billing period in which the repaired was conducted, to reflect the result of the test.

8. COUNTY agrees that the supply of water to be delivered hereunder shall be at all times continuous, except that temporary cessation of delivery of water at any time by an Act of God; fires, strikes; casualties; accidents; breakdowns of or injuries to machinery, pumps or pipelines; order of civil or military authority; insurrection; riot or any other cause beyond the control of COUNTY shall not constitute a breach of this Agreement on the part of COUNTY, and COUNTY shall not in such case be liable to TOWN or its inhabitants for any damage resulting from an unavoidable cessation of delivery related to one of the causes stated in this paragraph.
9. It is recognized by both parties hereto that COUNTY supplies water to other municipalities on a wholesale basis, and also to many thousands of retail users, and it is agreed that at any time when the total demand for water by all of the users, including TOWN, exceeds the capacity of COUNTY'S water supply and distribution system, both wholesale and retail customers will receive equal priority for the supply of water; and in such event, the inability of the COUNTY to supply either the wholesale or retail customers' full requirements and needs shall not constitute a breach of this Agreement on the part of COUNTY. TOWN agrees that should the Director of Pinellas County Utilities or their Successor determine that there is a deficiency in the supply quantity of water for COUNTY'S water system, the Director of Pinellas County Utilities or their Successor shall

have the right and complete authority to allocate or pro-rate water supply to TOWN based upon existing needs of the system, historic and present demands on the system by TOWN, and all other reasonable circumstances then existing at the time of the emergency.

10. In the event that COUNTY is unable to furnish the amount of water TOWN needs to supply its service area, TOWN shall be entitled to purchase water from other sources for such supply until such time as COUNTY can again furnish TOWN'S water needs.
11. All water delivered under this Agreement shall conform to applicable State and Federal laws and regulations and the standards of the State of Florida Department of Health and the Florida Department of Environmental Protection.
12. COUNTY will bill TOWN for water used on a monthly billing cycle. Each month the COUNTY will read and record the reading on the register of each of the flow measuring devices and compute the volume of water that has been quantified by the measuring device during the billing cycle, and will send a bill to TOWN for the applicable amounts due according to the reading and any other provision of this Agreement. TOWN will, within thirty (30) days from the receipt of the bill, make payment to COUNTY of the amount shown on the bill. Failure of TOWN to pay when due any amounts billed under the terms of this Agreement shall constitute breach of this Agreement. If payment is not made thirty (30) days from the receipt of the bill, the TOWN will pay to the COUNTY interest at the rate established by [Section 55.03, Florida Statutes](#).

13. TOWN will be billed for the water recorded by the flow measuring device at the wholesale rate established by the Board of County Commissioners. The wholesale rate will be based on a pro-rata share of revenue requirements of the COUNTY'S water system for reasonable production and transmission costs required for the supply of water to COUNTY water users. The rate and fees will become effective October 1 of the same fiscal year as the budget, and may then be revised at any time by the Board as necessary to meet the revenue requirements of the COUNTY'S water system. However, revisions after October 1 which result in increased rates will not be effective until at least sixty (60) days after adoption by the County Commission. Adequate notice, of not less than thirty (30) days, will be given to TOWN before any proposed rate increase is adopted. On or before March 1 each year during the term of this Agreement, TOWN will notify COUNTY on a form provided by COUNTY of TOWN'S projected requirement by the month for forthcoming year, together with a five (5) year projection of usage. This completed form shall be submitted to the Director of Pinellas County Utilities or their successor.
14. On, or before, March 1 of each year, the COUNTY and the TOWN agree to meet to discuss performance related to the terms and conditions of this Agreement.
15. TOWN will accept the potable water at the pressure in COUNTY'S transmission mains. Notwithstanding paragraph 8 above, COUNTY will make every effort to maintain a minimum of 35 psi static pressure or greater

at all points of delivery to TOWN.

16. TOWN will operate its system in such a manner so as to prevent peaking of flow rates that would place an unequal burden on COUNTY'S facilities and be out of proportion to other customers of COUNTY'S water system. Storage to accommodate peak flow demands will be included by TOWN in the design and installation of the distribution system in TOWN'S water service area. "Peaking" is recognized to be the rate of flow which computed daily exceeds a rate one and fifty-five hundredths (1.55) times the average gallons per day on a moving annual yearly average.
17. The parties agree that the area described in Exhibit A herein will be the farthest extension of retail water service by TOWN into COUNTY'S water service area, regardless of future annexation by TOWN. Any encroachment by TOWN beyond this service area boundary into COUNTY'S water service area, without written agreement from COUNTY, shall constitute breach of this Agreement and COUNTY'S obligation to furnish water beyond the established COUNTY service area boundary shall be void. It is the intent of both parties by adopting and observing this service area to avoid duplication of capital investment and maintenance costs and to render water service to the public as efficiently as possible. TOWN recognizes the right of the Pinellas County Board of County Commissioners to designate water service areas for all municipalities in Pinellas County, and accordingly, TOWN agrees not to extend any water line into COUNTY'S water service area without approval of the Pinellas County Board of County

Commissioners. In the event TOWN shall wish to extend its water service area, TOWN shall make appropriate application to the Pinellas County Board of County Commissioners for the passage of a resolution extending TOWN'S service area as requested. TOWN agrees to strictly abide by all decisions of the Board of County Commissioners regarding applications or requests for extensions of the TOWN water service area.

18. Nothing contained herein shall prevent the TOWN from obtaining some or all of the water necessary to serve to its customers from any other source.
19. This Agreement shall be for a period of ten (10) years commencing on the date of execution by both parties and may, by mutual written amendment, be extended. This Agreement may be terminated by either party upon written notice, no less than one year prior to the date of requested termination.
20. Both parties represent that the execution of this Agreement has been approved by the governing bodies of both parties in accordance with law and that both parties have the legal authority to execute this Agreement.
21. This Agreement replaces and supersedes all previous Agreements between COUNTY and TOWN regarding water service.
22. This Agreement may be amended upon the mutual agreement of both parties, in writing.

IN WITNESS WHEREOF, the parties herein to have caused this Agreement to be executed by their respective authorized officers and it shall be effective on the day and year first above written.

ATTEST:
KEN BURKE, Clerk

By: *Deborah Leiro*

Deputy Clerk



PINELLAS COUNTY, FLORIDA
by and through its Board of County
Commissioners

By: *Janet C. Long*

Janet C. Long, Chair

Attorney

APPROVED AS TO FORM

By: *Miles Belknap*

Office of the County Attorney

ATTEST:

By: *Chris Burke*

Town Clerk

Date

7-11-23

TOWN OF BELLEAIR, FLORIDA

By: *M. J. Williams*

Mayor

Date

7-11-23

By: *Sally Lancaster*

Town Manager

Date

7/11/23

APPROVED AS TO FORM AND
CORRECTNESS:

By: *Thom Fink*

Town Attorney

Date

7/11/2023