

AGREEMENT

THIS AGREEMENT, made and entered into as of the __ day of _____ 2025, 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 CITY OF PINELLAS PARK, FLORIDA, a municipal corporation within said Pinellas County, acting by and through its City Council, hereinafter referred to as "CITY".

WITNESSETH

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

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

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 CITY a minimum of 5.7 million gallons per day (MGD) yearly average of reclaimed water for its use and for redistribution in its reclaimed water service area, as shown on the attached map and marked as Exhibit A and incorporated herein by reference.

2. CITY shall have the exclusive right to distribute and make available reclaimed water service to the customers within its reclaimed water service area, as described and depicted in Exhibit A, and may purchase from COUNTY reclaimed water required to serve the customers within the designated area, except as otherwise stated herein.

3. CITY will utilize the connections located at: 7100 78th Avenue North and 5801 62nd Street North, or other locations mutually agreed to by COUNTY and CITY.

4. CITY will maintain an aggressive cross connection control program in accordance with State and Federal Safe Drinking Water Acts and patterned after Pinellas County Code Division 3; Cross Connection Control, Section 126-231 through Sec. 126-244. In all premises, lots, parcels or properties where a reclaimed water service line, tap or valve is provided, CITY shall require that the public potable water supply be protected by an approved

backflow prevention device installed within the potable water service to the lot, parcel or property.

5. The quantity of reclaimed water delivered to CITY shall be quantified by a measuring device of standard make and sufficient size, selected and maintained by COUNTY. The measuring device shall be equipped with an indicating and recording register and a transmitter for telemetering remote readout. In the event future relocation is required, CITY shall pay for all relocation costs. CITY shall pay a monthly service charge for the cost of maintenance and replacement of the flow measuring device and backflow device. COUNTY agrees to maintain all measuring devices in proper condition to accurately measure the reclaimed water supplied to the CITY. CITY shall have the right to inspect same at any time upon reasonable notice to the COUNTY.

6. The ownership of the flow measuring and backflow devices will remain with COUNTY. CITY will not change, alter, add to, or take away any part of any flow measuring or backflow device without prior approval of COUNTY.

7. To assure accuracy, the flow-measuring devices shall be tested yearly with results delivered to CITY'S Public Works Administrator within thirty (30) days of test. At other intervals of time, should any question arise as to the accuracy of any flow measuring device, CITY 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, CITY 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 previous month's or months' bills, as appropriate, 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 reclaimed 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 CITY 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 reclaimed 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 reclaimed water by all of the users, including CITY, exceeds the capacity of COUNTY's reclaimed water supply and distribution system, both wholesale and retail customers will receive equal priority for the supply of reclaimed 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.

10. CITY agrees that should the Director of Pinellas County Utilities declare a temporary abnormal operating condition to exist in the supply of reclaimed water, the Director shall have the right and authority to allocate or prorate the reclaimed water supply to CITY based upon the existing needs of the system, past and present demands on the system by CITY, and all other reasonable circumstances then existing at the time of the temporary abnormal operating condition.

11. All reclaimed water delivered under this Agreement shall conform to applicable State laws and regulations and the standards of the Florida Department of Environmental Protection. Should COUNTY determine that the reclaimed water being furnished to CITY may not comply with State regulations for the use of reclaimed water, COUNTY shall, within two hours of making such determination, notify the City Manager or CITY's Public Works Administrator, in writing, that such condition may exist. COUNTY shall immediately use its best efforts to correct the cause of such non-compliance, and shall immediately take all necessary precautions and measures to correct the non-compliant condition.

12. COUNTY will bill CITY for reclaimed water used on a monthly billing cycle. Each month, COUNTY will read and record the reading on the register of each of the flow measuring devices and compute the volume of reclaimed water that has been quantified by the measuring device during the billing cycle. CITY will, within thirty (30) days from the receipt of the bill, make payment to COUNTY of the amount shown on the bill. Failure of CITY to pay when due any amounts billed under the terms of this Agreement shall constitute breach of this Agreement. If payment is not made within the time provided in Section 218.335, Florida Statutes, CITY will pay to the COUNTY interest at the rate established by Section 55.03, Florida Statutes.

13. CITY will be billed for the reclaimed water recorded by the flow measuring device at the wholesale rate established by the Board of County Commissioners. 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 COUNTY's reclaimed 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 CITY before any proposed rate increase is adopted.

14. On, or before, March 1 of each year, COUNTY and CITY agree to meet to discuss performance related to the terms and conditions of this Agreement.

15. CITY will accept the reclaimed water at the pressure in COUNTY's transmission mains. Notwithstanding paragraph 8 herein, COUNTY will make every effort to maintain a minimum of seventy (70) pounds per square inch measured at the connection points described in paragraph 3 herein.

16. COUNTY agrees to provide reclaimed water at peak hourly flows of not less than 7,900 gallons per minute (hereinafter "GPM") at 58th Avenue North and 62nd Street North and not less than 6,200 GPM at Belcher Road and 78th Avenue North. CITY will use its best efforts to operate its system in such a manner so as to prevent peaking of flow rates, which would place an unequal burden on COUNTY's facilities and be out of proportion to other customers of COUNTY's reclaimed water system. CITY's flow requirements are described in paragraph 1 herein.

17. Both parties agree that the area described in Exhibit A herein will be the farthest extension of retail reclaimed water service of CITY, regardless of future annexation by CITY. Any encroachment by CITY beyond this service area boundary into COUNTY's reclaimed water service area, without written agreement from COUNTY, shall constitute breach of this Agreement and COUNTY's obligation to furnish reclaimed 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 reclaimed water service to the public as efficiently as possible. CITY recognizes the right of the Pinellas County Board of County Commissioners to designate reclaimed water service areas for all municipalities in Pinellas County, and accordingly, CITY agrees not to extend any reclaimed water line into COUNTY's reclaimed water service area without approval of the Pinellas County Board of County Commissioners. In the event CITY shall wish to extend its reclaimed water service area, CITY shall make appropriate application to the Pinellas County Board of County Commissioners for the passage of a resolution extending CITY's service area as requested. CITY agrees to strictly abide by all decisions of the Board of County Commissioners in regard to applications or requests for extensions of CITY's reclaimed water service area.

18. This Agreement shall be binding upon the parties, their successors, assigns and legal representatives. Neither party shall assign or otherwise transfer any of its rights or duties under this Agreement without the express prior written consent of the other party.

19. If any part or portion of this Agreement is for any reason held or declared invalid, such invalidity shall not be construed to affect the provisions hereof not held to be invalid or to affect the application of this Agreement.

20. This Agreement shall be for a period of ten (10) years commencing on the date of execution by both parties and may, by mutual consent, 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.

21. 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.

22. This Agreement replaces and supersedes all previous Agreements between COUNTY and CITY regarding reclaimed water service.

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

PINELLAS COUNTY, FLORIDA

by and through its Board of County Commissioners

: By: _____
Deputy Clerk Date

(SEAL)

By: _____
Chairman Date

APPROVED AS TO FORM
OFFICE OF COUNTY ATTORNEY

By: _____
Attorney Date

ATTEST:

CITY OF PINELLAS PARK, FLORIDA

By: _____
City Clerk Date

By: _____
Mayor Date

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
City Manager Date

By: _____
City Attorney Date