

SANITARY SEWER AGREEMENT

THIS AGREEMENT between the CITY OF BONIFAY, a municipal corporation existing under the laws of the State of Florida, hereinafter called the CITY, and the STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS, hereinafter called the DEPARTMENT, in consideration of the terms and conditions hereinafter set forth, agree each with the other as follows:

WHEREAS, the CITY is a municipal corporation organized and existing under the laws of the State of Florida and has among its purposes the ownership, maintenance and operation of local sewerage systems; and

WHEREAS, the DEPARTMENT is without a sewerage system; and

WHEREAS, the CITY desires to expand, construct and extend its sewerage system to the premises occupied by the DEPARTMENT, and

WHEREAS, such expansion of the sewerage system will be beneficial to both parties;

NOW THEREFORE, in consideration of the mutual covenants to be performed by the parties, it is agreed as follows:

1. The CITY agrees to furnish the DEPARTMENT a sanitary sewage pump station and transmission system up to and adjoining the DEPARTMENT's premises.
2. The DEPARTMENT, at its own cost and expense, shall provide, make and keep in repair all DEPARTMENT sewers up to the point of connection at a pump station immediately south of County Road #3. The CITY, at its own expense, shall provide, make and keep in repair all systems, connections and equipment serving or affecting service to the DEPARTMENT. Nothing contained herein shall be construed as to impose responsibility upon either party to this Agreement to maintain sewers, systems, equipment or connections owned by the other party of this Agreement.
3. The DEPARTMENT agrees to notify the CITY as promptly as possible of all emergency and other conditions which may directly or indirectly affect the sewer connections herein designated.
4. The DEPARTMENT shall allow duly authorized engineers and inspectors of the CITY to make inspections of the condition which is causing the emergency or affecting the sewer connection with the CITY. This inspection shall include requiring the DEPARTMENT to make appropriate tests.
5. No officer, official or agent of either party has the power to amend, modify or alter this Agreement or waive any of its conditions or to bind the CITY by making any promise or representation not contained herein, except as

III. Rights

6. The CITY reserves the right to inspect, test and require replacement or repair of the water meters as required. Such replacements or repairs shall be made by the DEPARTMENT.

7. The CITY reserves the right, either in law or equity, by suit, mandamus or other proceeding, to enforce or compel performance of any or all covenants herein contained.

8. Either party may terminate this Agreement without cause after giving the other party one (1) years' notice, in writing, of its intention to do so.

IV. Water Quality

9. The CITY shall supply the DEPARTMENT with water of a quality commensurate with that required by the state and federal water agencies.

10. The CITY shall supply, upon request, a comprehensive chemical analysis report of the water supplied to the DEPARTMENT.

11. The DEPARTMENT shall receive its supply of water from the CITY by means of a 12" main provided by the CITY to the DEPARTMENT's property immediately south of County Road #3.

12. The CITY bears no degree of responsibility for the water quality at any point beyond the meter. The DEPARTMENT bears the responsibility for maintaining the water quality at any point beyond the meter and within the DEPARTMENT's distribution system.

13. The DEPARTMENT shall immediately notify the CITY of any emergency or condition which may affect the quality of water in either party's system.

14. The CITY reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the DEPARTMENT and perform required tests.

V. Equipment and Operation

15. The DEPARTMENT shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the CITY's water system. The transmission shall be equipped with a valve located adjacent to the DEPARTMENT's boundary and said valve will mark the limit of the CITY's responsibility for maintenance of the piping system.

16. The DEPARTMENT shall provide and maintain any and all devices expressly requested by the CITY for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished. Requests

by the CITY shall be reasonable and within those considered normal to operation of municipal water systems.

17. The DEPARTMENT shall provide the meters, vaults and related devices, adhering to CITY standards, for measuring the quantity of water furnished. The DEPARTMENT shall place the meter(s) and related devices in a vault or other protective structure adjacent to the DEPARTMENT's property and keep the vault or protective structure accessible and safe to work in at all times.

18. The CITY's representative will regularly inspect the meters measuring the quantity of water furnished and will advise the DEPARTMENT of any need for repair, calibration or replacement of any meter or part of a meter which is suspected of being inaccurate. All such repairs or replacements shall be the responsibility of the DEPARTMENT.

19. When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the CITY for the purpose of billing the DEPARTMENT. The estimate shall be based upon the average of 12 preceding readings of the meter, exclusive of incorrect readings. When less than 12 correct readings are available, fewer readings, including some obtained after the period of incorrect registration may be used.

V. Specific Terms Pertaining to the Elevated Tank

20. The DEPARTMENT shall construct an elevated water storage tank to assure adequate flows and pressures of the water supply both for daily use and for fighting fires for the DEPARTMENT and a portion of the CITY.

21. The CITY users shall be allowed to draw water from this tank but not in excess to deprive the DEPARTMENT an uninterrupted flow from the tank to the premises of the DEPARTMENT.

22. In exchange for the benefits granted to the CITY, the CITY will provide full maintenance to the tank and its attached components. Full maintenance includes, but is not limited to, annual inspections with all corrective work to assure unrestricted operation and prevent deterioration, complete surface preparation and recoating every five years, and immediate replacement of any failed component. All interior coatings must meet requirements of regulatory agencies.

23. Failure on the part of the CITY to maintain this tank as outlined will be sufficient grounds for the DEPARTMENT to suspend payments to the CITY on all water and sewer rates and allow the DEPARTMENT unrestricted

access to the elevated tank premises for the purpose of performing necessary maintenance and operation of the tank system.

VI. Rates

24. The CITY and the DEPARTMENT have agreed upon a \$17,900.00 monthly rate which includes sewer. Said amount is a minimum amount.

25. The annual rate of \$17,900.00 per month may be modified by the CITY at any time the water flow exceeds 180,000 gallons per day or after this Agreement has been in effect more than twelve (12) months. The CITY reserves and retains the authority to adjust its water rates by ordinance which includes rates to be paid by the DEPARTMENT. However, rates to be charged to the DEPARTMENT shall be within those considered usual and customary for other CITY customers.

26. The parties herein acknowledge the location of the elevated tank and the CITY grants an easement to the DEPARTMENT for location on CITY property.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which, for all purposes, is to be taken as an original, each party acting through its undersigned official authorized to execute Agreements of this nature being upon such parties.

EXECUTED by the CITY on this 29th day of August, A.D., 1988.

ATTEST:

BY: [Signature]
ROGER BROOKS, CHAIRMAN
BY: [Signature]
OWEN N. POWELL, CITY ATTORNEY
BY: [Signature]
LYGZIA KEITH, CITY CLERK

EXECUTED by the DEPARTMENT on this _____ day of _____, A.D., 1988.

IN OUR PRESENCE:

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

WITNESS _____

BY: _____
BILL THURBER, ASSISTANT SECRETARY
OFFICE OF MANAGEMENT AND BUDGET

WITNESS _____

APPROVED AS TO FORM AND LEGALITY SUBJECT
TO EXECUTION BY THE PARTIES

BY: LOUIS VARGAS, GENERAL COUNSEL