

AGREEMENT

THIS AGREEMENT, dated this 27th day of Feb., 1985, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, 1840 25th Street, Vero Beach, Florida 32960-3394, hereinafter referred to as "COUNTY", and CITY OF VERO BEACH, a municipal corporation organized under the laws of the State of Florida, P. O. Box 1389, Vero Beach, Florida 32961-1389, hereinafter referred to as "CITY",

WITNESSETH:

WHEREAS, the CITY operates a wastewater treatment plant which provides service to the City of Vero Beach and certain surrounding unincorporated areas, which latter areas are serviced under agreements with the COUNTY, and

WHEREAS, Hutchinson Utilities, Inc. (H.U.I.) is a franchisee of the COUNTY and operates its own wastewater treatment plant on the South Beach, "South Beach" being defined as that unincorporated area south of the City limits on the barrier island to the St. Lucie County line, and

WHEREAS, the customers being served by H.U.I. have expressed a desire to buy the franchise, and in turn, be provided wastewater service by the CITY, and

WHEREAS, the CITY is agreeable to providing this service subject to certain conditions,

NOW THEREFORE, for and in consideration of the mutual covenants contained in this Agreement, the COUNTY and the CITY agree as follows:

1. In the event H.U.I. customers are successful in effecting a purchase of the H.U.I. system, then the CITY may provide wastewater service to the area covered by the Hutchinson Utilities, Inc. franchise and to any other area on the South Beach not covered by an exclusive COUNTY franchise, or if such an exclusive franchise exists, the CITY may provide this service with the franchise holder's consent. Any area served by the CITY under this Agreement shall become the permanent service territory of the CITY for wastewater service.

2. The COUNTY shall return to the CITY, at some time in the future, capacity now reserved for the COUNTY in the CITY wastewater treatment plant, in an amount sufficient to replace the capacity which will be used to serve the customers of H.U.I. and/or customers of such other previously existing south beach franchises as may in the future be agreed upon for service by the CITY and the franchise holder pursuant to paragraph 1 of this Agreement, such capacity to be available from a reduction in the capacity reserved for the COUNTY in the CITY'S wastewater treatment plant; provided that such capacity reimbursement shall not

be available to the CITY, unless the COUNTY shall have constructed a wastewater treatment plant in the south or north county only or unless the COUNTY shall have capacity rights in any plants constructed by others in the south or north county only, subsequent to the date of this Agreement; provided also that any such capacity reimbursement must be reasonable and feasible, both technically and economically. The COUNTY shall provide such capacity to the CITY after being given not less than 48 months notice of the CITY'S request for such capacity.

3. Should South Beach or any portion thereof be annexed into the CITY before the CITY requests capacity from the COUNTY, or should South Beach or any portion thereof be annexed into the CITY within 48 months after a request for capacity has been made, the COUNTY'S responsibility under this Agreement shall cease for the portion annexed. If annexation takes place more than 48 months after a request for capacity has been made, the rights of the parties under this Agreement shall not be affected by such annexation.

4. Customers within the franchise territory now authorized by the COUNTY for H.U.I., Angler's Cove, and Seminole Shores may be provided wastewater service by the CITY without the payment of a COUNTY wastewater impact charge. All future wastewater customers lying outside the above mentioned franchised areas will be required to pay the COUNTY wastewater impact charge if the CITY asks the COUNTY for replacement wastewater plant capacity to cover such additional customers.

5. Any right of the CITY to request capacity reimbursement under this Agreement shall expire after 10 years from the date of this Agreement.

6. The power and responsibility to determine rates, standards and quality of service, and any other aspects of wastewater service shall be the CITY'S.

ATTEST:

Freda Wright
Freda Wright
Clerk of the Board

Gary Brandenburg
Gary Brandenburg
County Attorney

BOARD OF COUNTY
COMMISSIONERS OF INDIAN RIVER
COUNTY, FLORIDA

Patrick Lyons
Patrick Lyons
Chairman

Michael Wright
Michael Wright
County Administrator

ATTEST:

Bellis A. F. ...
City Clerk

CITY OF VERO BEACH, FLORIDA
Mayor
Mayor

Approved as to form
and legal sufficiency:

City Attorney
City Attorney

Approved as to technical
Requirements:

City Manager
City Manager