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Commissioner Scurlock asked if there then are three different professionals we will be dealing with, and Public Works Director Davis reported that all the proposals basically were joint ventures.

Commissioner Scurlock just wanted to note that last time we had a problem he believed staff had to finish up the project.

THE CHAIRMAN CALLED FOR THE QUESTION.

It was voted on and carried unanimously.

WATER & SEWER SERVICE AREA AGREEMENT W/CITY OF VERO BEACH

The Board reviewed memo from Utilities Director Pinto:

DATE: SEPTEMBER 6, 1989

TO: JAMES E. CHANDLER
COUNTY ADMINISTRATOR

FROM: TERRANCE G. PINTO
DIRECTOR OF UTILITY SERVICES

SUBJECT: WATER AND SEWER SERVICE AREA AGREEMENT
BETWEEN INDIAN RIVER COUNTY AND THE
CITY OF VERO BEACH

PREPARED AND STAFFED BY: WILLIAM F. MCCAIN
CAPITAL PROJECTS ENGINEER
DEPARTMENT OF UTILITY SERVICES

BACKGROUND

To more adequately service some areas of the community with water and sewer, modifications to the existing water and sewer service areas are being proposed by both the City of Vero Beach and Indian River County (see attached agreement and exhibit).

ANALYSIS

The changes to the service areas are as follows:

1. On the southwest corner of the City, 43rd Avenue will be the new boundary from 16th Street to 20th Street.
2. On the northeast corner, 37th Street will be the new boundary from the Indian River to U.S. Highway #1, excluding the hospital zone, as shown on exhibit A in the attached Agreement.

The City of Vero Beach has approved the attached Agreement.

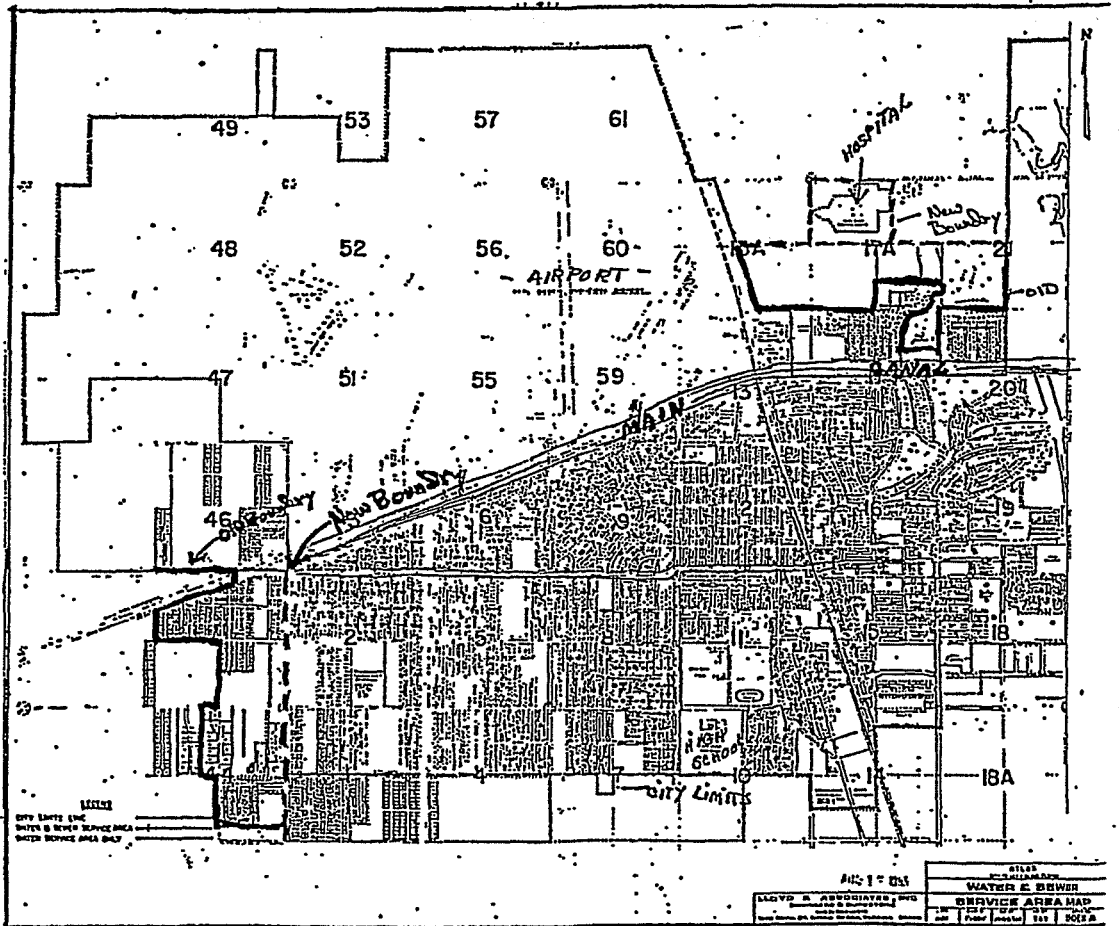
RECOMMENDATION

The Department of Utility Services recommends that the Board of County Commissioners approve the attached Service Area Agreement.

Commissioner Eggert commented that no map was provided with the backup material.

Commissioner Scurlock asked if we are picking up service area or deleting it, and Assistant Utilities Director Harry Asher advised that we are picking up more than we are deleting.

Engineer William McCain referred to maps, a small version of which is as follows:



Engineer McCain showed where we have picked up customer base on 43rd Avenue and explained the modifications to the Hospital boundary.

Commissioner Scurlock believed what is proposed makes a lot of sense and felt this is a great movement forward, but also felt we need to make sure we coordinate between our Utilities Division and the City when work is being done in order to get out better

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information in a timely fashion. When we are working in these areas where we are squared off and there is uncertainty by the residents as to who is doing what, we should make sure that we inform people correctly as to who actually is doing the project so we eliminate confusion.

MOTION WAS MADE by Commissioner Scurlock, SECONDED by Commissioner Eggert, to approve the Service Area Agreement with the City of Vero Beach as recommended by staff.

County Attorney Vitunac informed the Board that this is the map that was discussed at the joint City/County meeting about six months ago. There really have been no changes; it has just taken this long to get the wording.

THE CHAIRMAN CALLED FOR THE QUESTION.

It was voted on and carried unanimously.

A G R E E M E N T

BETWEEN
INDIAN RIVER COUNTY
AND
THE CITY OF VERO BEACH

SETTING SERVICE AREAS FOR WATER AND
SEWER SERVICE; MEMORIALIZING CERTAIN
WATER AND SEWER ALLOCATIONS; AND
REPEALING PRIOR AGREEMENTS.

THIS AGREEMENT, made this 18th day of August
1989, by and between INDIAN RIVER COUNTY, a political
subdivision of the State of Florida (County), and the CITY
OF VERO BEACH, a municipal corporation organized under the
laws of the State of Florida (City);

W I T N E S S E T H :

WHEREAS, the City has for many years been a
provider of water and sewer services for the municipality
and certain other areas adjoining the municipality; and

WHEREAS, in recent years the County has
established its own water and sewer department and is
presently undertaking a major development program for
providing water and sewer services to the urbanizing areas
of the unincorporated part of the county and to parts of
other municipalities in the county; and

WHEREAS, the development of the County system is
at the point at which it is necessary and desirable for the
County and City to establish permanent boundaries for their
respective service territories for both water and sewer
service; and

WHEREAS, these boundaries should be drawn so that
the service can be provided efficiently taking into account,
where appropriate, municipal boundaries, existing utility
facilities, available plant capacities, and expected
population growth; and

WHEREAS, many agreements exist between the City
and the County which are no longer useful and which should
be superseded;

NOW, THEREFORE, for and in consideration of the premises, the agreements contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the County and the City agree as follows:

1. This Agreement supersedes and cancels any and all prior agreements between the County and the City relating to water and sewer matters except for the water franchise agreement adopted by Indian River County Resolution No. 87-13, and except for the wastewater franchise agreement adopted by Indian River County Resolution No. 87-14, except that any prior agreements relating only to water allocation between the City and County shall remain in effect until changed by later agreement.

2. As between the City and the County, the City shall be responsible for providing water and sewer service to the area shown as "City service area" on the map attached as Exhibit "A." Exhibit "A" of this Agreement shall replace the map attached as an exhibit to the two franchises mentioned in paragraph 1 of this Agreement. The City shall not provide water or sewer service outside of this area without written approval of the County.

3. As between the City and the County, the County shall be responsible for providing water and sewer service to all areas within the county and outside of the City service area. The County shall not provide water or sewer service within the City service area without written approval of the City.

4. It is expressly understood by the parties that the County by executing this agreement is not relinquishing in any manner any rights that it may have to serve the area known as Baytree, located in the Town of Indian River Shores.

5. In full settlement of all claims by County for capacity allocation in the Vero Beach Wastewater Treatment

Plant (plant), City and County agree that the County shall have the permanent right to 400,000 gallons-per-day treatment capacity (the "Permanent County Allocation") at the plant. The County shall be a wholesale customer of the City and the County reserves the right to charge and collect, for County's own benefit, impact fees, base facility charges, commodity charges, and other utility costs, fees, and charges to any of its customers which reserve or use any plant capacity. The City shall treat the County in a nondiscriminatory and fair manner in all matters concerning this Agreement, including wholesale rate setting.

6. In addition, and for efficiency, the City authorizes the County to treat wastewater from the "Hospital Service Territory" (HST), as shown on attached Exhibit "A," at a County treatment facility in return for which the City plant will accept the higher of 200,000 gallons per day or such gallonage from the HST as is actually treated by the County ("Increased County Allocation"). This Increased County Allocation shall be in addition to the Permanent County Allocation. As long as the County, at County's sole option, provides treatment for the HST, the City shall not reduce the Increased County Allocation. On not less than 30 days' notice by the County, the County may cease the treatment of all or part of the HST wastewater; and the City may reduce its treatment of wastewater from the County area to the plant proportionately, but in no event to less than the Permanent County Allocation. The City shall retain ownership of its lift station in the HST.

7. The City is contractually obligated to provide Indian River Shores and the South Beach County area with sewer service in addition to serving the HST and the City itself. The City is willing, by future separate agreements, to let County use on a temporary basis any excess capacity existing between present and build-out needs. The City and County agree that commitment to the County for more capacity

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than the Permanent County Allocation is based only on the City's best estimate of progress towards build-out and should this estimate be incorrect and a demand for service be made to the City by a person in the City's service territory, the City may be unable to provide the service. Accordingly, the County, in recognition of this possibility and in order to obtain such temporary excess capacity of the City plant over the Permanent County Allocation and over the Increased County Allocation, hereby agrees to indemnify, defend, save, and hold the City harmless from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, because of, or due to the City providing the County with wastewater treatment service under the terms of this Agreement, and to take whatever steps are necessary and timely to provide County's own treatment plant capacity for County needs higher than the Permanent County Allocation. It is specifically understood and agreed that this indemnification agreement does not cover or indemnify the City for its own negligence.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates set forth next to their signatures.

Dated: 9-19-89

INDIAN RIVER COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

Attest:

Jeffrey K. Barton
Jeffrey K. Barton, Clerk
by D. C.

Gary C. Wheeler
Gary C. Wheeler, Chairman

(SEAL)

Dated: August 16, 1989

CITY OF VERO BEACH, FLORIDA

Attest:

Phyllis A. DeBuge
City Clerk

Kenneth Macht
Mayor

Attachment: Exhibit "A"

AGREEMENT WITH EXHIBIT "A" ON FILE IN THE OFFICE OF CLERK TO THE
BOARD.