

**WATER SUPPLY CONTRACT**  
**between the**  
**WITHLACOOCHEE REGIONAL**  
**WATER SUPPLY AUTHORITY**  
**and**  
**CITRUS COUNTY, FLORIDA**



**WITHLACOOCHEE**  
**REGIONAL**  
**WATER**  
**SUPPLY**  
**AUTHORITY**

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**WATER SUPPLY CONTRACT**  
**BETWEEN**  
**WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**  
**AND**  
**CITRUS COUNTY, FLORIDA**

**THIS CONTRACT**, entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, by and between the **WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY**, a regional water supply authority created and existing pursuant to Sections 373.713 and 163.01, Florida Statutes, and other applicable law, acting by and through its Board of Directors, the governing board thereof (“Authority”); and **CITRUS COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, the governing board thereof (“the County”), collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the Authority was created for the purpose of developing, storing and supplying water for county and municipal purposes and exists pursuant to the Revised and Restated Interlocal Agreement Creating the Withlacoochee Regional Water Supply Authority executed January 14, 2014; and

**WHEREAS**, the Authority and the County entered into an Interlocal Agreement dated October 20, 1987, an Interlocal Agreement dated May 9, 1988, a Joint Use and Operation Agreement dated August 22, 1989, as amended by the First Amendment dated February 4, 1992, the Second Amendment dated January 24, 1995, the Third Amendment dated August 20, 1997 and the final Amendment dated August 19, 1998, all of which address the development, operation and maintenance of the Charles A. Black Water Supply Facilities (CAB Facilities) located in Citrus County, Florida; and

**WHEREAS**, the Authority and the County entered into a Contract for Water Supply dated August 22, 1989, as amended on February 4, 1992, addressing water supply from the CAB Facilities; and

**WHEREAS**, it is the intent of the Parties that this Contract govern the operation, maintenance, alteration, replacement and expansion of the Authority’s CAB Facilities and payments by Citrus County to the Authority; and

**WHEREAS**, expansions to the Authority's CAB Facilities including but not limited to the design, permitting and construction of new water supply sources may be financed for the County through the issuance of Authority revenue bonds, capital contributions from the County, capital contributions from Southwest Florida Water Management District (SWFWMD), or other governmental grants, or any combination thereof; and

**WHEREAS**, the County desires to purchase water from the Authority according to the terms and conditions of this Contract, and the Authority desires to provide the County water according to the terms and conditions of this Contract further governed by the SWFWMD Water Use Permit (WUP) associated with the CAB Facilities; and

**WHEREAS**, by this Contract the County is assuring to the Authority that it will purchase or cause payment to be made for a specified minimum quantity of potable water supplies to be delivered by the Authority to the County.

**NOW, THEREFORE**, in consideration of the foregoing recitations, and of the mutual covenants and agreements hereafter set forth, the Authority and the County intending to be legally bound hereby agree as follows:

1. **DEFINITIONS.** In the absence of a clear implication otherwise, capitalized terms used in this Contract and in the attached exhibits shall have the following meanings:

- 1.1 Annual Average Daily Quantity – The total water quantity provided by the Authority to the County in a Contract Year divided by 365.
- 1.2 Annual Entitlement – means the minimum amount of water to be made available to the County during a given Contract Year. Said annual entitlement shall be expressed as an average and peak month quantity as specified in the SWFWMD WUP.
- 1.3 Authority – The Withlacoochee Regional Water Supply Authority.
- 1.4 Authority Board – The Authority's governing body.
- 1.5 Base Rate Charge – Means the rate per thousand gallons of water produced from the CAB facilities established by this Contract that the County agrees to pay. The Base Rate Charge is applied to the monthly water production to determine monthly Base Rate Charge payments made by the County to the Authority.
- 1.6 Charles A. Black Water Supply Facilities (CAB Facilities) – Known as CAB 1 and CAB 2 and all associated real property, interest in real property, fixtures, personal property, wells,

buildings, treatment systems, pumps, pipes, storage facilities, reservoirs, water transmission mains, and appurtenant or associated facilities, any future expansion of said facilities and appurtenant or associated installations owned, leased or otherwise controlled by the Authority and used for the provision of potable water supply located in Citrus County and as further described in “Exhibit A.”

- 1.7 Contract Year – The period between execution of this Contract and September 30, 2016, and each fiscal year of the Authority (beginning on each October 1 and ending on the immediately following September 30) thereafter during the term of this Contract.
- 1.8 Co-Permittees – Citrus County and the Withlacoochee Regional Water Supply Authority; which share the power and ability to collectively apply for all regulatory permits or approvals and to respond to all issues that may arise therefrom.
- 1.9 Customers – Citrus County, Authority members and other utilities that enter into a separate contract with the Authority for water supply from the CAB Facilities.
- 1.10 Delivery Point(s) – The point(s) of connection between the CAB Facilities and the distribution system of the County or other Customer(s). The Delivery Points for the County are included in Exhibit “A.”
- 1.11 Fiscal Year – Means the Authority’s fiscal year starting October 1 and ending September 30 of each year.
- 1.12 Interlocal Agreement – Means the Revised and Restated Interlocal Agreement Creating the Withlacoochee Regional Water Supply Authority executed January 14, 2014 and any amendments thereto.
- 1.13 Member Governments – Members of the Authority. This term refers to Citrus, Hernando, Marion and Sumter counties and the municipalities within these counties which have become members of the Authority.
- 1.14 MGD – Million gallons per day.
- 1.15 Party or Parties – Party shall mean a signatory to this Contract. Parties shall mean Citrus County and the Authority.
- 1.16 Peak Month Quantity – The maximum water quantity to be provided by the Authority to the County in any given month. The Peak Month Quantity shall be that amount specified in the WUP Issued by the SWFWMD for the CAB facilities.

- 1.17 Permits – All licenses, permits, authorizations or other approvals from any government or governmental agency, whether federal, state, regional or local, necessary or convenient for the acquisition, construction, expansion and operation of the CAB Facilities, including but not limited to any WUP issued by the SWFWMD.
- 1.18 Renewal and Replacement Charges – The charges established by the Authority for the exclusive purpose of funding renewals and replacements of the CAB Facilities.
- 1.19 Renewal and Replacement Costs – The capital expenditures as may be identified by Citrus County and approved in advance by the Authority for the ordinary renewal, replacement, upgrade and betterment of the Authority CAB Facilities. Renewal and Replacement Costs include, but are not necessarily limited to such items as the refurbishment or replacement of well pump motors, generators, storage tanks and telemetry. Renewal and Replacement Costs do not include such items as normal maintenance (painting, cleaning, calibrations, etc.). Renewal and Replacement Costs do not include capital expenditures associated with the expansion or addition of water treatment, storage, pumping or transmission capacity.
- 1.20 Renewal and Replacement Fund – The fund established by the Authority for the exclusive purpose of funding renewals and replacements of the CAB Facilities. The balances on deposit in the Renewal and Replacement Fund will be expended for those Renewal and Replacement Costs specifically identified by the County and approved by the Authority.
- 1.21 Water Supply Emergency – A loss or reduction in System Capacity caused by drought or a sudden, unexpected, unavoidable interruption in water delivery as declared by resolution by the Authority Executive Director with subsequent ratification by the Authority Board, or by the Authority Board.

2. **TERM.** The term of this Contract shall begin on the date of its complete execution by the Parties. The term of this Contract is ten (10) years with the option for the County to renew for four (4) additional ten (10) year periods. The contract shall automatically renew on the anniversary date unless the County, in County's sole discretion, notifies the Authority that it does not wish to renew the Contract at least six (6) months before the renewal date. Additionally, the County, in its sole discretion, may cancel this Contract at any time upon twelve (12) month's written notice to the Authority. If during the Contract term, the Authority issues Obligations to construct additional System Capacity to provide additional or maintain existing supply to the County that is secured from



the payments made by the County for service from the Authority and which repayment period extends beyond the termination date of the Contract as set forth above, the Contract will automatically be extended to include the last payment date of such additional Obligations. Before the expiration of this Contract, the Authority and the County recognize that a new contract or extension of this Contract will need to be in place to provide ongoing water service from the CAB Facilities and both Parties agree to work together in good faith to extend this Contract or create a new contract prior to this Contract's expiration date to meet the overall intent of the Authority to provide regional drinking water.

3. **AUTHORITY CAPACITY.** The Authority shall not be prohibited from maintaining unallocated capacity of the CAB Facilities so long as the Authority meets all of the County's capacity needs first.

4. **REPRESENTATION OF THE PARTIES.** The Authority and Citrus County make the following representations:

4.1 Each Party is duly organized and existing in good standing under the laws of the State of Florida and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Contract.

4.2 Each Party has the power, authority and legal right to enter into and perform its obligations set forth in this Contract, and the execution, delivery and performance hereof by it a) has been duly authorized by its governing board; b) does not require any other approvals by any other governmental officer or body; c) does not require any consent or referendum of the voters for Authority financed projects; d) will not violate any judgment, order, law or regulation applicable to the Party; e) will not result in a default in any bond covenant; and f) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon the assets of the Party under any agreement or instrument to which it is a Party or by which the Party and its assets may be bound or affected except as provided herein under Section 12.4.

4.3 This Contract has been duly entered into and delivered by the respective County Commission and Authority Board, as of the date of its full execution by the Parties, constitutes a legal, valid and binding obligation of said Party, fully enforceable in accordance with its terms provided the enforceability thereof may be limited by any applicable bankruptcy, insolvency,

reorganization or other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

4.4 There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of the Party's knowledge, threatened against the Party which is not resolved by the execution of this Contract, wherein any unfavorable decision, ruling or finding would materially adversely affect the performance by the Party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other agreement or instrument entered into by the Party in connection with the transaction contemplated hereby.

5. **DELIVERY OF WATER.** During each Contract Year, the Authority shall deliver water to the County in accordance with the terms and conditions of this Contract. The County shall pay for and the Authority shall timely develop and deliver new water supply sources and facilities to meet the needs of the County as set forth herein.

5.1 Delivery Points. The Authority shall deliver water to the County only at the Delivery Points as identified in Exhibit "A". Additional Delivery Points may be added by mutual agreement of the Authority and the County.

6. **LIMITATION OF PRODUCTION.** In no event shall the Authority be required to provide water from the CAB Facilities to the County in excess of any existing applicable Florida Department of Environmental Protection (FDEP) or SWFWMD permits. The County shall provide to the Authority a written schedule of requested deliveries for the next Contract Year prior to July 1 proceeding that year. Such schedule shall only be necessary when the County anticipates those quantities needed in the coming Contract Year will exceed those quantities contained in the most recent schedule submitted by the County. However, this schedule shall not be binding on the Authority for any amount but is intended to give the Authority an indication of the consumption levels needed by the County for subsequent years. Should the County identify future water needs that exceed the FDEP or SWFWMD permitted quantities of the CAB Facilities, the County shall notify the Authority in writing of this need at least two (2) years prior to the need occurring to ensure adequate time to address potential engineering, permitting and testing requirements.

7. **RIGHT TO INCREASE ANNUAL ENTITLEMENT.** If the Authority is serving water utilities other than the County from the CAB Facilities and in the event the County herein wishes to increase its entitlement to all or a larger part of the CAB Facilities permitted quantities, subject to the limitations of the Paragraph above, the County shall notify the Authority of the amount of increase desired as soon as possible, but not less than one (1) year prior to the end of any contract year, so that the Authority may be able to coordinate the production of water to the County.

8. **SHORTAGE OF SUPPLY.** If applicable, the percentage reduction of water delivered made necessary by drought, emergency, failures or any other cause, will be the same to each Authority customer receiving water from the CAB facilities based upon each customer's annual entitlement or maximum delivery as the percentage of total necessary reduction. The Authority shall use its good faith efforts if such reduction in water delivery occurs to obtain funds necessary to provide additional construction of well fields or expansion of the facilities in order to provide for the needs of the County. In such events the Parties shall cooperate and coordinate their efforts to insure water production and to implement conservation policies to lessen the impact of such emergencies or drought. The Base Rate Charge shall not be abated or waived by such occurrence(s).

9. **PRIOR AGREEMENTS.** It is the intent of the Parties hereto that this Agreement shall replace and supersede all previous agreements between the parties except those documents that convey or require the conveyance of any interest in property, whether real or personal in nature.

10. **WATER RATE.** The County shall pay to the Authority the rates set forth herein. The amount of water production at CAB 1 and 2 shall be determined by the County and shall be measured and reported consistent with the SWFWMD WUP monthly meter reading and reporting requirements for the CAB Facilities. Only the cumulative total of the individual withdrawal point metered quantities shall be included in the County's calculation of monthly water produced.

10.1 **Base Rate Charge.** The initial Base Rate Charge shall be \$0.1335 per one thousand gallons withdrawn.

10.2 **Annual Cost of Living Adjustments to the Rate.** Beginning in the first full Contract Year, the Authority shall apply a cost of living adjustment to the rate set forth in section 10.1 on an annual basis. The Adjustment shall be equal to the annual adjustment that the County applies to its customer's rates not to exceed three percent (3%). The County's adjustment is set

annually and begins automatically in October upon the start of the County's budget year. The adjustment shall take effect on a fiscal year basis, starting on October 1<sup>st</sup> of each year.

- 10.3 Monthly Water Payments. The County shall pay its Base Rate Charge payment on a monthly basis following the calendar month in which the charges were incurred. The County shall submit payment to the Authority for the monthly charges within thirty (30) days of the end of the billing month. The Base Rate Charge established in section 10.1 will be applied to the monthly production by the County to determine the required monthly payment to the Authority. Payment shall be accompanied by a statement documenting the water production and payment calculation. Documentation of water production shall be in accordance with Section 12.4.1(5) of this Contract. Failure to pay monies shall create a debt. Should the County fail to pay within ninety (90) days after the billing month the County shall be in default pursuant to this Contract.
- 10.4 Minimum Production Charge. Should the County's total payments derived from Base Rate Charge payments for water production during a Contract Year, exclusive of the R&R fund payments, amount to less than \$224,000, the County agrees to pay the difference between actual total Base Rate Charge payments and the \$224,000 Contract Year minimum, regardless of the amount of water purchased. Said amount shall be paid no later than the third month of the following Contract Year. The parties acknowledge that at times equipment maintenance or failure, construction delays, failures to obtain permits, limitations on permits, transmission line ruptures or defects, or acts of God may prevent the Authority from performing its obligations of this Contract. If such temporary events prevent the Authority's performance for periods of thirty (30) days or less County's payment obligations shall not be adjusted. However, if such events prevent the Authority from performing for an amount of time in excess of thirty (30) days, the County will be excused from payment on a pro-rata basis for the period of the Authority's non-performance.
- 10.5 Source of Payments. The County's obligation to pay any monies due under this Contract does not constitute general indebtedness. Neither the Authority nor the holders of any obligations issued by the Authority in order to finance or refinance the expansion, alteration, improvement, replacement or operation of the Authority CAB Facilities shall have a right to require or compel the County to exercise its ad valorem taxing power to pay its obligations

and liabilities under this contract or to compel payment from any source other than as indicated in this Section. The County, however, shall and does hereby covenant to set water rates for its respective customers at a level sufficient to pay all monies due the Authority under this Contract. The County shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their water utility systems as shall be necessary to fund the timely payment of their respective obligations and liabilities under this Contract as well as all other obligations payable from the revenues of their water systems.

11. **RENEWAL AND REPLACEMENT RESERVE FUNDS.** The County shall be responsible for budgeting and maintaining a Renewal and Replacement (R&R) Reserve fund for purposes of replacing and renewing capital facilities at the CAB Facilities. These funds are held in trust by the County for the Authority and are funds of the Authority. These funds shall be available to the County for capital facility replacement, renewal and major repair purposes at the CAB Facilities. The County shall administer these funds for the sole purpose of having adequate funds for capital facility replacement, renewal and major repair at CAB 1 and 2. Interest earnings on the R&R fund shall be deposited into the R&R account. The renewal, replacement and major repair to the capital facilities listed in Exhibit B are eligible for reimbursement from the R&R Reserve Fund. The County shall request prior authorization from the Authority for utilization of these funds, documenting the capital facilities to be affected, the need for renewal, replacement or major repair, the associated costs and timeline for incurring said costs. The County shall make such requests in writing and shall afford reasonable time for the Authority to review and approve such requests. The County shall inform the Authority as soon as is practical when it has identified the need for utilization of funds from the R&R Reserve fund. It is recognized that unanticipated events may occur, including emergencies, where prior Authority approval to replace or repair capital equipment or facilities at the CAB Facilities is not practical. In the event of such circumstances, the County shall inform the Authority in a timely manner of the need to repair or replace such equipment and the anticipated request to subsequently be reimbursed by the Authority from the R&R Reserve fund. The County agrees to utilize the most cost effective and efficient means for renewal, replacement and repair of CAB facilities, including utilization of applicable County purchasing policies and

procedures. The Authority agrees that its approval for utilization of funds from this account shall not be unreasonably withheld.

- 11.1 Contributions to the R&R Fund – The County shall make contributions to the R&R fund in the amount of \$180,000 per year. The County shall make said payments in twelve monthly payments in the amount of \$15,000 per month.
- 11.2 Minimum Capital Expense Eligible Amount – Capital renewal, replacement and repair expenses of \$2,500 or less for any individual expense shall not be eligible for reimbursement from the R&R Reserve fund.
- 11.3 Maximum R&R Reserve Fund Balance – The R&R Reserve Fund shall have a maximum balance amount of \$3,000,000. Once the balance in the R&R Reserve Fund reaches this amount, the County shall no longer be required to place additional amounts in the fund. Interest earnings from the Fund shall continue to accumulate to the Fund even after the \$3,000,000 maximum has been reached.
- 11.4 Minimum R&R Reserve Fund Balance – The R&R Reserve Fund shall have a minimum balance amount of \$2,000,000. Once the balance in the R&R Reserve Fund reaches this amount, the County shall resume payments into the account consistent with section 11.1 above.
- 11.5 R&R Reserve Fund Reporting – The County shall provide to the Authority an annual report on contributions to and utilization of the R&R Reserve Fund, describing the date and amount of contributions to the Fund, interest earnings in the Fund; and the date, amount, and description of expenditures from the fund, including the purpose of the capital facility replacement, renewal or major repair. This annual report shall be for the prior Contract Year and shall be provided no later than January 31<sup>st</sup> in the following Contract Year.
- 11.6 Periodic Engineering Evaluation of the CAB Facilities and Associated R&R Fund Requirements – Pursuant to Section 12.4.2 below, the WRWSA is responsible for, at its expense, periodically inspecting the CAB facilities, determining the adequacy of the R&R fund and the County’s contributions to the R&R fund. If it is determined through this periodic evaluation that the provisions above governing the R&R fund need to be modified, the Parties agree to develop mutually acceptable revisions to the above. Expenses incurred by the Authority for the Engineering Evaluation may be reimbursed from the R&R fund.

12. **OPERATION AND MAINTENANCE.** The Authority and the County herein agree to the County operating and maintaining the CAB Facilities together with all transmission lines and appurtenances thereto upon the following terms and conditions:

- 12.1 Costs Incurred – All costs incurred by the County in managing, operating, maintaining and securing the Authority’s facilities, including but not limited to the general administrative costs of the County related to all services performed by the County under this Contract, capital expenditures for items such as tools, equipment and vehicles necessary or convenient for the operation, management, maintenance and security of the Authority’s facilities including any and all landscaping, irrigation and general area maintenance, all fees for consultants and other professionals needed and necessary for said maintenance and operations will be the responsibility of the County and not eligible for reimbursement from the R&R Reserve Funds.
- 12.2 Appointment – the Authority herein appoints and employs the County to supervise, direct and control the management and operations of the CAB Facilities on the terms and conditions hereinafter set forth. The County herein accepts such engagement and shall faithfully perform services to be provided by it under this contract during the contract year and or years as herein provided.
- 12.3 Relationship of the Parties – the County shall have the full power and authority to do all things necessary or reasonably proper to bring about the proper operation of the CAB Facilities and to meet the Authority’s production obligations to Citrus County pursuant to this Contract. The County shall have complete control and discretion in the management and operation of the CAB Facilities and in the performance of its services and responsibilities hereunder. In taking any action pursuant to this Contract, the County, an independent contractor, shall be acting only as the appointed representative of the Authority, and nothing in this Contract shall be construed as creating a tenancy, partnership, joint venture or any other relationship between the parties hereto. All employees of the County shall be considered as County employees and at no time shall same be considered as employees of the Authority. Any contracts undertaken by the County for purposes of fulfilling its duties and obligations under this Operation and Maintenance provision shall be solely the responsibility of the County and that the County shall save and hold harmless the Authority from any

liability or breach thereunder. Should the County intend to contract out the operation and/or maintenance of the CAB facilities to a third party, the County shall seek the Authority's concurrence prior to entering into any such contract.

12.4 Delineation of Duties – subject to all rights of control incident to the appointment as provided herein, the Authority and the County agree that the County shall have complete managerial control over the operation of the CAB Facilities during the term of this Contract. It is understood and contemplated by the parties that the Authority may assume operation and maintenance of the facilities at some mutually agreeable future date. That it is also understood by the parties that subject to the County's consent the Authority could consider the employment of the County employees who might be a part of the management and operation of the CAB Facilities in order to avoid displacement of employees and affording the Authority a positive operational transition with experienced staff personnel.

12.4.1 County's Responsibility – The County's responsibilities under this Contract shall include, but not be limited to the following:

- 1) Operation and maintenance of the CAB Facilities shall be the responsibility and the obligation of the County. The County shall be responsible to adopt an adequate budget to pay all of the Operating and Maintenance Costs of the CAB facilities, and to provide for renewal and replacement costs to keep the CAB Facilities in good operating order, consistent with Section 11. The County shall provide sufficient personnel, with the required licenses and appropriate experience to undertake all regulatory requirements, including, but not limited to, those imposed by the FDEP, SWFWMD, the State of Florida Department of Health and the United States Environmental Protection Agency. If new regulatory requirements necessitate capital improvements or budget amendments, the County shall take all necessary actions to accomplish the same. The County shall be responsible for all regulatory violations including compliance costs or penalties assessed for same, which arise out of or are solely created through: (1) material errors or omissions by its personnel and agents in the day-to-day operations of the CAB Facilities; or (2) the failure of the County to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or operating permit. The



County shall maintain adequate catastrophic insurance on the CAB Facilities on such terms and amounts as established by the County in coordination with the Authority and shall include the Authority as co-insured thereon as it relates to its assets.

- 2) Compliance with all FDEP, SWFWMD and other environmental permits.
- 3) Protecting the quantity and quality of water produced from the Authority's facilities.
- 4) Altering and modifying the Authority's facilities provided such activities are undertaken with the Authority's approval.
- 5) Measuring and reporting water production. The County shall use its reasonable efforts to measure all water delivered to the County. The Authority shall own and the County shall maintain the meters used for measuring water production. The County shall maintain complete and accurate records of its water measurements. Production quantities shall be measured and reported consistent with the SWFWMD WUP monthly meter reading and reporting requirements for the CAB Facilities. Monthly water flow measurements recorded by the County shall be the exclusive means of determining the quantity of water delivered under this Agreement. The metering equipment shall be of standard make and type, installed at a readily accessible location, and shall record flow with accuracy sufficient to meet all applicable reporting requirements. The County will check the accuracy of the meters pursuant to appropriate provisions of the WUP on an every-five-years basis and will provide a copy of the SWFWMD required flow meter accuracy report to the Authority concurrent with submittal to the SWFWMD. Upon request and at the expense of the Authority, the Authority may make arrangements for a meter test to be conducted by an independent testing facility that shall conform to the manufacture's standards and where appropriate conduct the test as a field test. The County may be present when the meters are checked for accuracy, and the test records shall be made available for inspection by the County upon reasonable request. If the accuracy of the meter is determined to be greater than five (5) percent beyond the limits prescribed by the manufacturer, the meter will be assumed to have been inaccurate from the mid-point of the time since the last inspection, or the last calibration, or the last

independently certified test, whichever is less. The following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the County for the metered flow for that period. For billing purposes, the total of all of the meter readings from the individual wells will be used. The County will read and record the meter readings for all of the wells on the same day and add the readings together to arrive at the total production for the CAB facilities. If for any reason, the well meters cannot be used, the influent flow meters at the plants will be used on a temporary basis while the issues with the well meters are being resolved. In the event that neither of the above procedures is possible, the methodology for monthly reporting of well withdrawals to the SWFWMD will be utilized.

- 6) Determining how much water should be produced on the Authority's facilities during drought or near drought conditions.
- 7) Environmental, hydrogeological and hydraulic monitoring of the Authority's facilities.
- 8) In coordination with the Authority as co-permittee, renew any existing permits or obtain new permits, and prepare and submit all data and reports required by such permits. During the term of this Contract, the County shall have the primary responsibility for the preparation of all necessary permit applications, however, the Authority shall be given the full opportunity to participate in preparing said applications and in reviewing same prior to submittal to the permitting agency. The Authority and the County shall be co-applicants on such permits.
- 9) Investigating any complaints relative to operation of the CAB Facilities and any adverse impacts resulting from the production of water from the Authority facilities. The County shall keep the Authority informed of any such complaints and resolution thereof.
- 10) Maintenance of the CAB Facilities including, but not limited to all repairs and replacements necessary and incident thereto with respect to equipment and facilities.
- 11) Keeping the Authority informed of all aspects of operations and maintenance. This shall include, at a minimum, an operations and maintenance annual report to be

provided to the Authority Board of Directors at a regularly scheduled meeting during the January – March timeframe.

- 12) Allowing the CAB Facilities to be inspected by Authority representatives.
- 13) Providing the Authority the County's current and any updates regarding the operation and maintenance procedures for the CAB Facilities.
- 14) Maintain liability and casualty insurance in a manner consistent with other County insurance coverage and shall include the Authority as co-insured thereon as it relates to its assets.
- 15) Copying the Authority on all important communications regarding the CAB facilities, including any compliance issues and providing a copy of the Public Supply Annual Report required by the SWFWMD.

12.4.2 Authority's Responsibility -- The Authority's responsibilities under this Contract shall include, but not be limited to the following:

- 1) General overview of the County's operation of the CAB Facilities,
- 2) Inspecting same through the Authority's engineering consultant with reference to repair, maintenance and operation thereof, including, at its expense, evaluation of the current condition of capital equipment, the projected useful life of capital facilities and development of recommended renewal/replacement schedules, and evaluation of the R&R fund for possible changes in the annual contributions necessary and other provisions as outlined in section 11. Said evaluation may be reimbursed from the R&R fund. Said evaluation shall occur every five years, commencing in 2020, unless circumstances warrant otherwise.
- 3) Coordinating with the County in the renewal of applicable permits, and
- 4) Coordinating with the County in the administration of the Renewal and Replacement Reserve Fund and timely response to County requests for utilization of said funds for purposes associated with the CAB Facilities.

12.5 Permitting, Administrative and Judicial Proceedings – the County and the Authority shall jointly participate in any administrative or judicial proceedings necessary for the issuance of any permits relating to the operation of the Authority facilities and the acquisition and construction of any new capital expenditures at the Authority's facilities. The Authority and

the County shall share the responsibility and obligations involved in any such proceedings. The Authority shall be co-permit holder on all permits in connection with the Authority facilities during the term of this contract. The County and the Authority shall use their best efforts to obtain all Permits necessary to obtain water in accordance with this Contract.

12.6. Additional Representations and Warranties of the County – the County hereby represents and warrants to the Authority as follows:

12.6.1 Cooperation with Authority – the County shall cooperate with the Authority to accomplish the efficient and proper operation of the Authority’s facilities.

12.6.2 County’s Indemnification – the County shall indemnify and save and hold the Authority harmless from and against all losses and all claims, demands, payments, suits, actions, recoveries, expenses, and judgments caused by or in any way resulting or rising out of any negligent or wrongful act or omission by the County or any of its employees or representatives in connection with the performance of the County’s duties under this Contract to the extent permitted by Florida Law. Further that the County shall be liable to the Authority to replace any asset due to casualty loss. Nothing herein shall be construed as a waiver of the County’s sovereign immunity.

12.7 Additional Representations and Warranties of the Authority – the Authority hereby represents and warrants to the County as follows:

12.7.1 Cooperation with County – the Authority shall cooperate with the County to accomplish the efficient and proper operation of the Authority’s facilities.

12.7.2 Permits – the Authority shall use its best efforts to assist the County in obtaining any and all permits required for the Authority facilities.

12.7.3 Authority’s Indemnification – the Authority shall indemnify and save and hold the County harmless from and against all losses and all claims, demands, payments, suits, actions, recoveries, expenses, and judgments caused by or in any way resulting or rising out of any negligent or wrongful act or omission by the Authority or any of its employees or representatives in connection with the Authority’s facilities to the extent permitted by Florida Law. Nothing herein shall be construed as a waiver of the Authority’s sovereign immunity.

13. **UTILIZATION OF CONTRACT REVENUES.** The Authority may utilize the revenues derived from this Contract for the purposes deemed necessary and appropriate in the sole discretion of the Authority Board, including but not limited to administration, water supply development projects, including water conservation projects, and for the purpose of securing any revenue bonds issued by the Authority to finance new water supply projects of the Authority. In recognition of the fact that these revenues originate from Citrus County, the Authority Board, in its sole discretion, may give priority consideration to projects which benefit Citrus County utilities.

14. **DEFAULT AND REMEDY.** Recognizing the County's paramount need for a safe and dependable source of water supply, the Parties agree this Contract may not be terminated except as specified in Section 2 and the remedy for a breach of the Contract shall be specific performance, injunctive relief and any other equitable relief, as well as monetary damages.

15. **APPLICABLE LAW AND VENUE.** The laws of the State of Florida govern the validity, interpretation, construction and performance of this Contract and venue for any suit involving this Contract shall be in Citrus County, Florida. The Court of jurisdiction shall be the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.

16. **NO ASSIGNMENT.** The rights, obligations and interests of the County and Authority under this Contract may not be wholly or partially sold, assigned, transferred, pledged or hypothecated unless approved in writing by all Parties.

17. **NOTICE.** All notices, demands, requests and other communications shall be deemed sufficient and properly given, if in writing and delivered in person to the following addresses, sent by certified mail, or by overnight delivery, postage prepaid with return receipt requested, at such addresses; provided, if such notices, demands, requests or other communications are sent by mail or overnight delivery, they shall be deemed as given on the third day following such mailing which is not a Saturday, Sunday or a day on which United States mail is not delivered:

As to Authority:  
The Authority's Executive Director's Office  
3600 W Sovereign Path, Suite 228  
Lecanto, Florida 34461

As to County:  
Citrus County Administrator's Office  
110 N. Apopka Ave.  
Inverness, FL 34450

With copy to:  
County Attorney's office  
110 N. Apopka Ave.  
Inverness, 34450

The Parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent.

18. **RELATIONSHIP OF THE PARTIES.** Nothing herein shall be deemed to constitute any Party a partner or joint venturer, or to create any fiduciary relationship among the Parties.

19. **THIRD PARTY BENEFICIARIES.** No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a Party in this Contract, except for any holders of Obligations and/or credit enhancers relating to Obligations who shall be third party beneficiaries of this Contract.

20. **WAIVER.** Unless otherwise specifically provided by the terms of this Contract, no delay or failure to exercise a right resulting from any breach of this Contract shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Contract is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach under this Contract.

21. **AUTHORIZED REPRESENTATIVES.** For purposes of this Contract, the Parties authorized representatives are as follows: the Authority Executive Director and the Citrus County Administrator. Any Party may change its authorized representative at any time by written notice to all other Parties.

22. **SECTION CAPTIONS AND REFERENCES.** The section headings and captions contained herein are included for convenience only and shall not be considered part of this Contract or affect in any manner its construction or interpretation. Except as otherwise indicated, all references herein to sections are to sections of this Contract.

23. **SEVERABILITY.** In the event any provision of this Contract shall, for any reason, be determined invalid, illegal or unenforceable by a Court of law, the Parties agree the remainder of said Contract shall continue to be in full force and effect.

24. **AMENDMENT.** This Contract may only be amended by a writing duly executed by the Authority and the County.

25. **ENTIRE AGREEMENT.** This Contract shall constitute the entire agreement of the Authority and the County with respect to the Authority's provision of water supply.

26. **FURTHER ASSURANCES.** The Authority and the County each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Contract and not involving the assumption of obligations or liabilities different from, in excess of or in addition to those expressly provided for in this Contract to carry out the intent of this Contract.

27. **CONSENTS.** To the extent that the consent of any Party to this Contract is required as a condition to the action of other Parties, such consent shall not be unreasonably withheld and shall be in writing.

28. **SUCCESSORS AND ASSIGNS.** This Contract shall be binding upon and inure to the benefit of the respective successors, permitted assigns, administrators and trustees of the Authority and the County.

29. **EXECUTION OF DOCUMENTS.** This Contract shall be executed in two (2) duplicate originals, either of which shall be regarded for all purposes as an original and both of which shall constitute one and the same instrument.

30. **INTERLOCAL AGREEMENT.** This Contract shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Contract and any subsequent amendments shall be recorded by the Authority with the clerk of the circuit court in Citrus County.

31. **AMBIGUITY.** The Parties agree that each one has played an equal part in the negotiation and drafting of this Contract, and in the event any ambiguity should be asserted or realized in the interpretation or construction of this Contract, the result of such ambiguity shall be equally assumed and realized by each Party.

**32. SOVEREIGN IMMUNITY.**

32.1 County – The County intends to avail itself to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore the County is not jointly liable for the torts of the officers or employees of the Authority, or any other tort attributable to the Authority, and that only the Authority shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The County intends the Authority to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

32.2 Authority – The Authority intends to avail itself to the benefits of Sections 768.28 and 163.01(9)(c), Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. In accordance with Section 163.01(5)(o), Florida Statutes, therefore the Authority is not jointly liable for the torts of the officers or employees of the County, or any other tort attributable to the County, and that only the County shall be liable for torts attributable to it or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability specified in Section 768.28, Florida Statutes. The Authority intends the County to have all the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State of Florida. Nothing in this Contract is intended to inure to the benefit of any third-party for the purposes of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**33. CONFLICT WITH INTERLOCAL AGREEMENT.** To the extent any provision herein shall conflict with a provision in the Interlocal Agreement, the provision in the Interlocal Agreement shall be controlling.



34. **GOOD FAITH.** The Parties agree to exercise good faith and fair dealing in respect to all matters relating to this Contract.

35. **DISSOLUTION OF THE AUTHORITY.** If for any reason the Authority is dissolved, all assets of the Authority located within Citrus County shall automatically transfer to the County subject to any remaining obligations thereon to Southwest Florida Water Management District. This reverter clause also includes any funds accumulated in the Renewal and Replacement Reserve account established pursuant to this Contract. Any funds in such account shall automatically transfer to the County upon the Authority's dissolution.

**IN WITNESS WHEREOF,** the Authority and the County have executed this Contract on the day, month and year first above written.

CITRUS COUNTY

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for Citrus County

WITHLACOOCHEE REGIONAL WATER  
SUPPLY AUTHORITY

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Attorney for WRWSA

STATE OF FLORIDA  
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of the Citrus County, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF CITRUS  
WITHLACOOCHEE REGIONAL WATER SUPPLY AUTHORITY

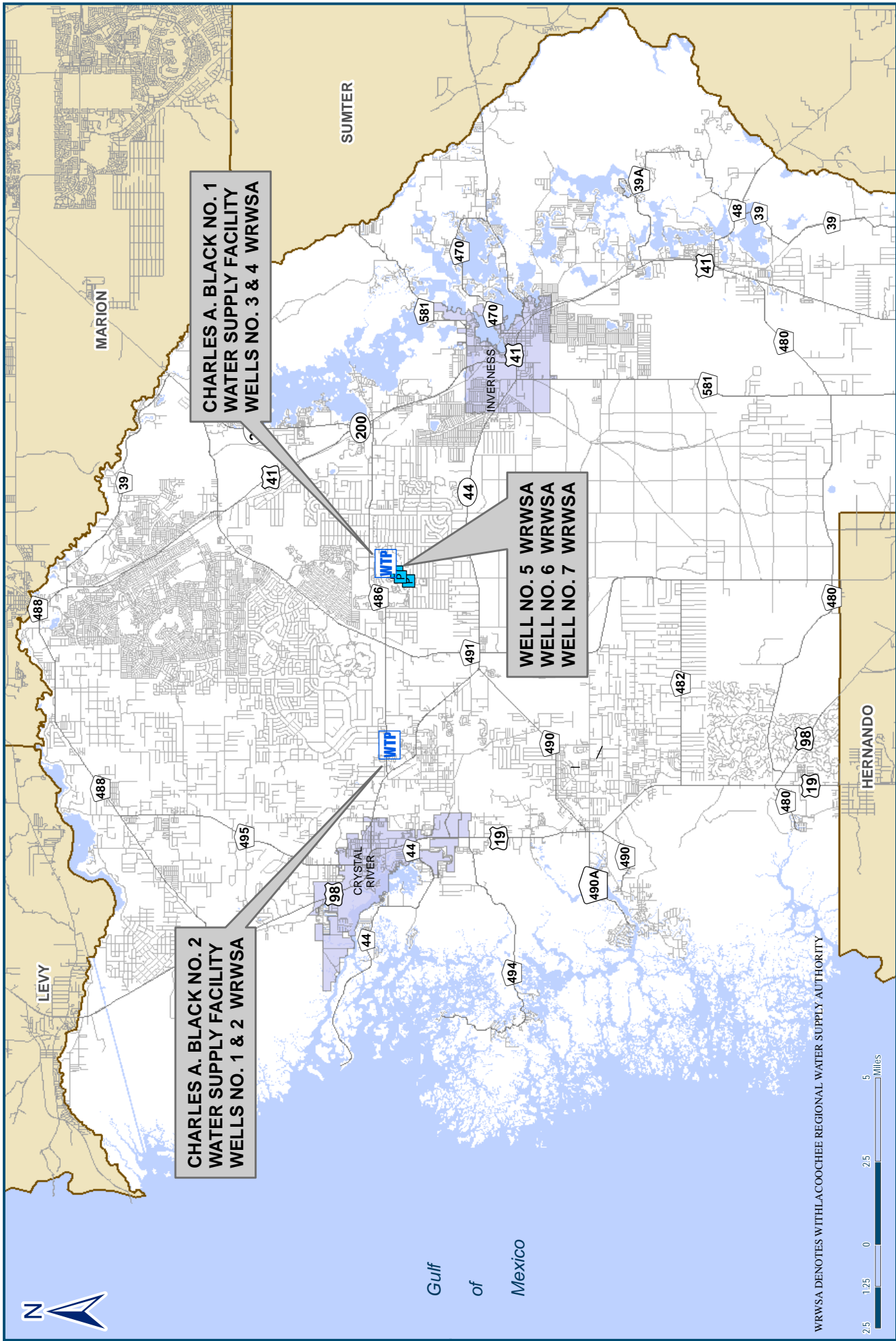
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, \_\_\_\_\_, to me known to be the person described in and who executed the foregoing instrument on behalf of the Withlacoochee Regional Water Supply Authority, and \_\_\_\_\_, acknowledged before me that \_\_\_\_\_, executed same as a free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## **Contract Exhibits**

- A. Charles A. Black (CAB) Water Supply Facilities
  - A – 1 General Location of the Charles A. Black Wellfield Facilities
  - A – 2.1 CAB 1 Facilities General Location Map Details
  - A – 2.2 CAB 1 Water Plant
  - A – 3 CAB 2 Water Plant
- B. Renewal and Replacement Fund Eligible Capital Facilities

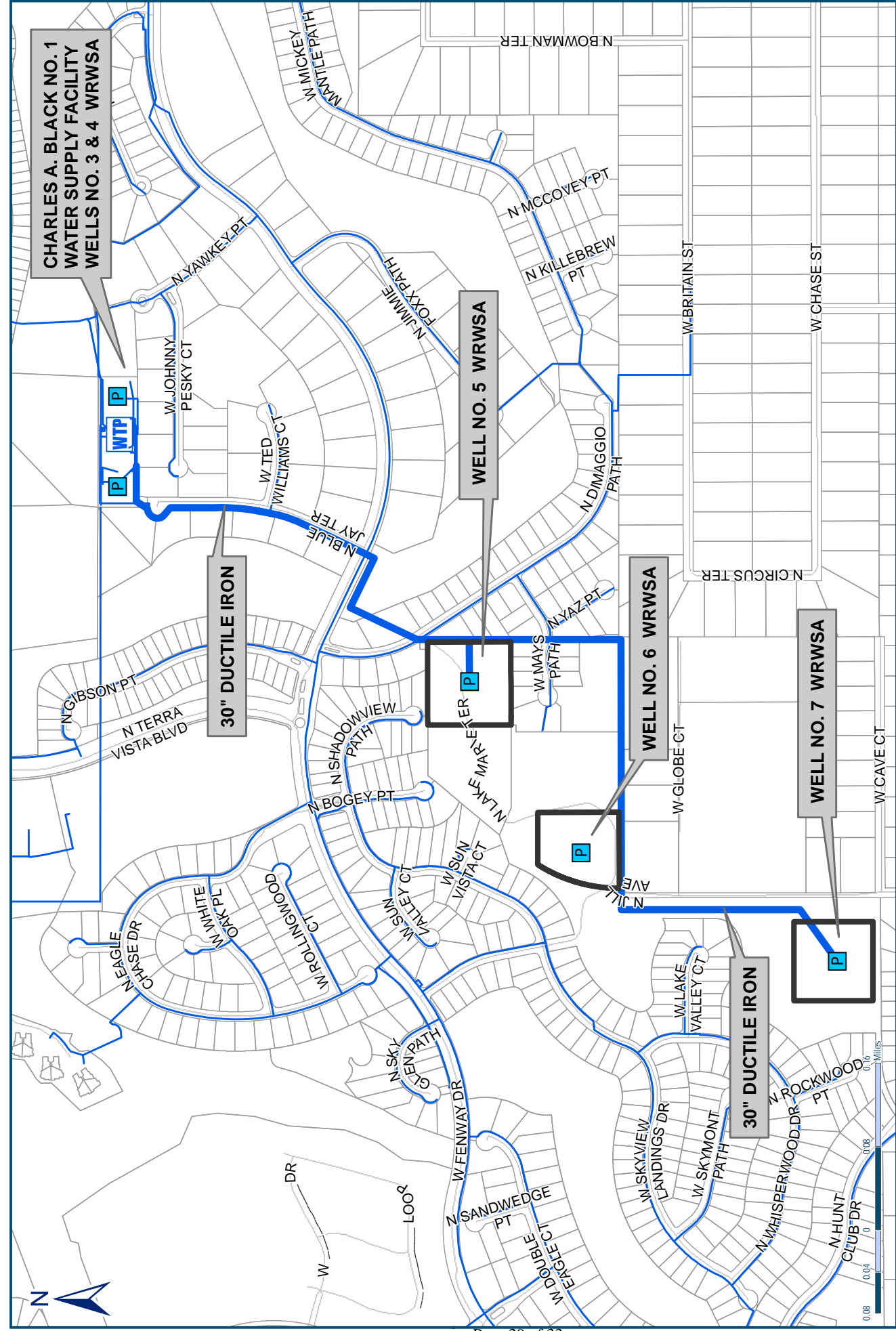


**CHARLES A. BLACK NO. 1  
WATER SUPPLY FACILITY  
WELLS NO. 3 & 4 WRWSA**

**WELL NO. 5 WRWSA  
WELL NO. 6 WRWSA  
WELL NO. 7 WRWSA**

**CHARLES A. BLACK NO. 2  
WATER SUPPLY FACILITY  
WELLS NO. 1 & 2 WRWSA**

|  |                                    |                     |                    |
|--|------------------------------------|---------------------|--------------------|
| <p>Legend</p> <p> CAB WATER PLANTS</p> <p> WATER WELLS</p> | <p>Charles A. Black Facilities</p> | <p>LOCATION MAP</p> | <p>Exhibit A-1</p> |
|--|------------------------------------|---------------------|--------------------|



CHARLES A. BLACK NO. 1  
 WATER SUPPLY FACILITY  
 WELLS NO. 3 & 4 WRWSA

30" DUCTILE IRON

WELL NO. 5 WRWSA

WELL NO. 6 WRWSA

WELL NO. 7 WRWSA

30" DUCTILE IRON

WTP

CAB WATER PLANTS

P

WATER WELLS

— WATER MAINS NEAR PLANTS

Charles A. Black Facilities

LOCATION MAP DETAIL

Exhibit A-2.1

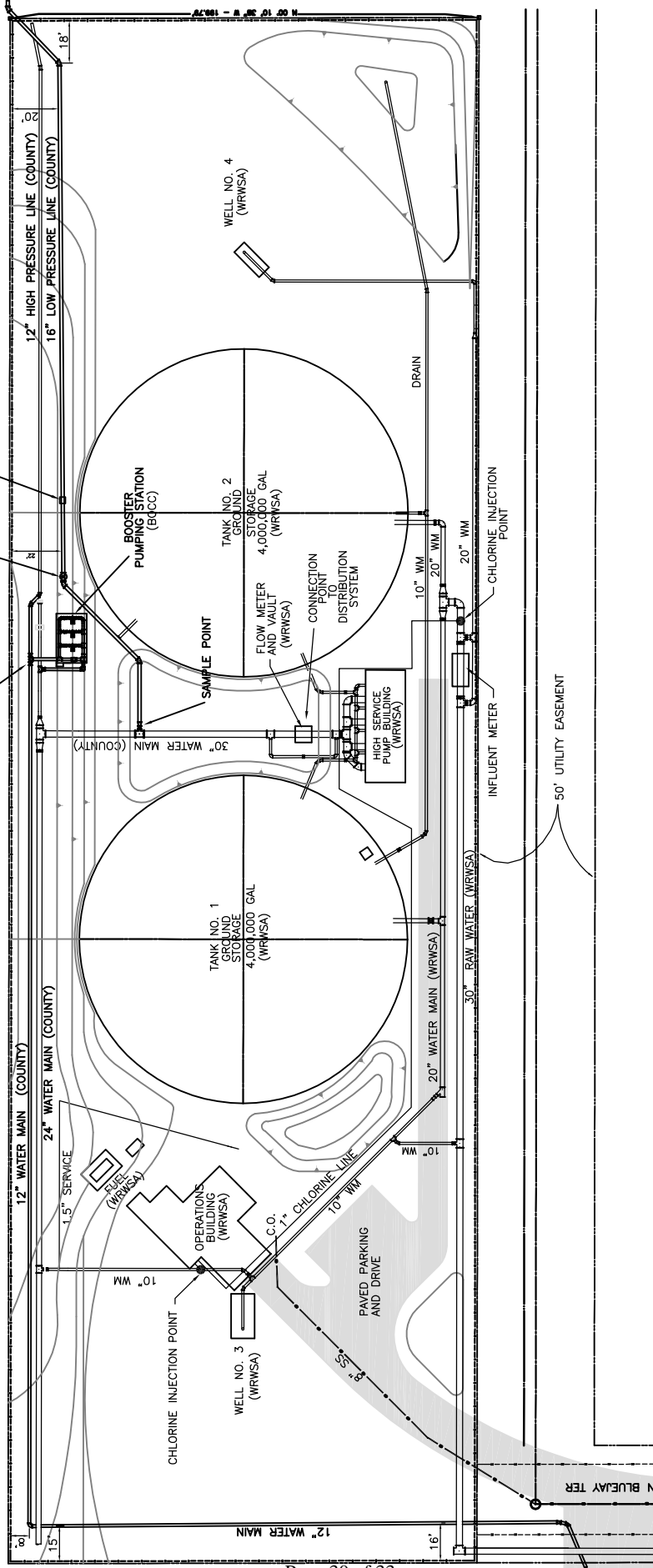


NOT TO SCALE

MANUAL AIR RELEASE ASSEMBLY

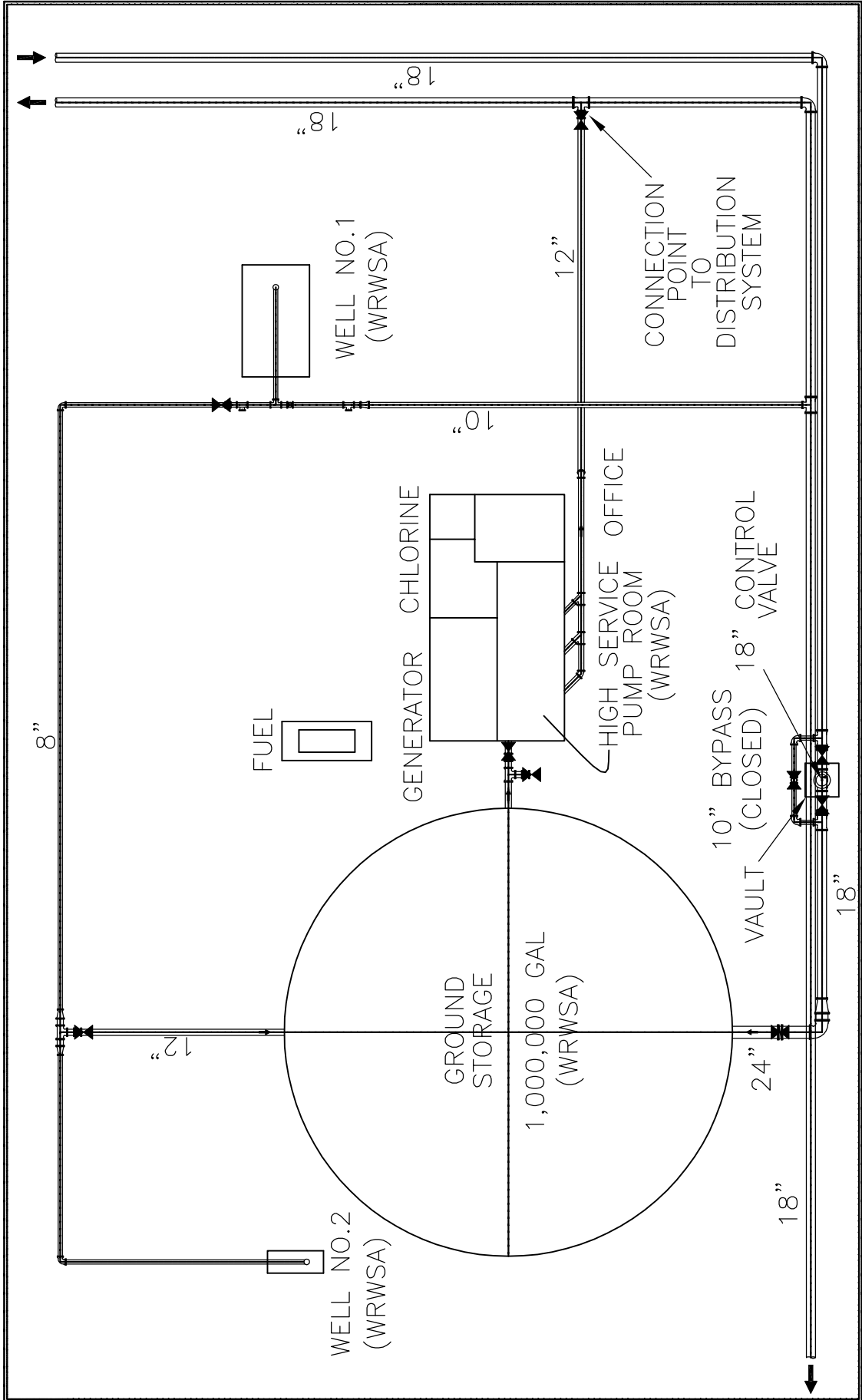
16" SLEEVE W/ MECHANICAL JOINTS ON BOTH ENDS FOR CONNECTION OF PIPING

SAMPLE POINT



# CHARLES A. BLACK - NO. 1 WATER PLANT

NOT TO SCALE



## Exhibit B. Renewal and Replacement Fund Eligible Capital Facilities

| Plant / Well  | Description                                   | Equipment ID# | Owner |
|---------------|---|---------------|-------|
| CAB 1         | Control Building                              | FAC # B33-A   | WRWSA |
| CAB 1         | High Service Pump Building                    | FAC # B33-B   | WRWSA |
| CAB 1         | 4 MG Crom Storage Tank #1                     | CAB1-2500     | WRWSA |
| CAB 1         | 4 MG Crom Storage Tank #2                     | CAB1-2501     | WRWSA |
| CAB 1         | High Service Pump Motor #1                    | CAB1-1100     | WRWSA |
| CAB 1         | High Service Pump Motor #2                    | CAB1-1101     | WRWSA |
| CAB 1         | High Service Pump Motor #3                    | CAB1-1102     | WRWSA |
| CAB 1         | High Service Pump Motor #4                    | CAB1-1103     | WRWSA |
| CAB 1/ Well 3 | Well #3 Pump Motor                            | CAB1-1106     | WRWSA |
| CAB 1/ Well 4 | Well #4 Pump Motor                            | CAB1-1107     | WRWSA |
| CAB 1/ Well 5 | Well #5 Pump Motor                            | CAB1-1108     | WRWSA |
| CAB 1/ Well 6 | Well #6 Pump Motor                            | CAB1-1109     | WRWSA |
| CAB 1/ Well 7 | Well #7 Pump Motor                            | CAB1-1110     | WRWSA |
| CAB 1         | Compressor Motor                              | CAB1-1111     | WRWSA |
| CAB 1         | High Service Pump #1                          | CAB1-1300     | WRWSA |
| CAB 1         | High Service Pump #2                          | CAB1-1301     | WRWSA |
| CAB 1         | High Service Pump #3                          | CAB1-1302     | WRWSA |
| CAB 1         | High Service Pump #4                          | CAB1-1303     | WRWSA |
| CAB 1         | Chlorine Booster pump #1                      | CAB1-1306     | WRWSA |
| CAB 1         | Chlorine Booster pump #2                      | CAB1-1307     | WRWSA |
| CAB 1         | Chlorine Booster pump #3                      | CAB1-1308     | WRWSA |
| CAB 1         | Chlorine Booster pump #4                      | CAB1-1309     | WRWSA |
| CAB 1         | Vacuum Pump                                   | CAB1-1310     | WRWSA |
| CAB 1         | Well Pump #3                                  | CAB1-1311     | WRWSA |
| CAB 1         | Well Pump #4                                  | CAB1-1312     | WRWSA |
| CAB 1         | Well Pump #5                                  | CAB1-1313     | WRWSA |
| CAB 1         | Well Pump #6                                  | CAB1-1314     | WRWSA |
| CAB 1         | Well Pump #7                                  | CAB1-1315     | WRWSA |
| CAB 1         | Compressor                                    | CAB1-1400     | WRWSA |
| CAB 1         | 350 KW Generator                              | CAB1-1700     | WRWSA |
| CAB 1         | High Service Pump Control Panel #1            | CAB1-2100     | WRWSA |
| CAB 1         | High Service Pump Control Panel #2            | CAB1-2101     | WRWSA |
| CAB 1         | High Service Pump Control Panel #3            | CAB1-2102     | WRWSA |
| CAB 1         | High Service Pump Control Panel #4            | CAB1-2103     | WRWSA |
| CAB 1         | Cummins Diesel Engine for 350 KW Generator    | CAB1-2200     | WRWSA |
| CAB 1         | High Service Pump Building Overhead Crane     | CAB1-2300     | WRWSA |
| CAB 1         | Chlorine Building Overhead Crane              | CAB1-2301     | WRWSA |
| CAB 1         | 1000 Gallon Above Ground Fuel Tank            | CAB1-2700     | WRWSA |
| CAB I         | 1,500 gallon Sodium Hypochlorite Storage Tank | CAB1-2701     | WRWSA |
| CAB I         | 1,500 gallon Sodium Hypochlorite Storage Tank | CAB1-2702     | WRWSA |
| CAB 1/ Well 3 | 10" Well Meter                                | 853013        | WRWSA |
| CAB 1/ Well 4 | 10" Well Meter                                | 872804        | WRWSA |
| CAB 1/ Well 5 | 10" Well Meter                                | 920001        | WRWSA |



|                     |  |                      |       |
|---------------------|--|----------------------|-------|
| CAB 1/ Well 6       | 14" Well Meter                                 | 920008               | WRWSA |
| CAB 1/ Well 7       | 14" Well Meter                                 | 920009               | WRWSA |
| CAB 1               | 18" Treated Water Effluent Flow Meter          | 920005               | WRWSA |
| CAB 1               | 20" Raw Water Influent Flow Meter              | 910005               | WRWSA |
| CAB 1 Well 7        | 400 KW Generator                               | CABW7-1700           | WRWSA |
| CAB 1 Well 7        | Caterpillar Diesel Engine for 400 KW Generator | CABW7-2200           | WRWSA |
| CAB 1 Well 7        | 1000 Gallon Above Ground Fuel Tank             | CABW7-2700           | WRWSA |
|                     |  |                      | WRWSA |
| <b>Plant / Well</b> | <b>Description</b>                             | <b>Equipment ID#</b> |       |
| CAB 2               | Control Building                               | B15-B                | WRWSA |
| CAB 2               | Well #1 Building                               | B15-A                | WRWSA |
| CAB 2               | 1 MG Crom Storage Tank                         | CAB2-2500            | WRWSA |
| CAB 2               | High Service Pump Motor #1                     | CAB2-1100            | WRWSA |
| CAB 2               | High Service Pump Motor #2                     | CAB2-1101            | WRWSA |
| CAB 2               | High Service Pump Motor #3                     | CAB2-1102            | WRWSA |
| CAB 2               | Well #1 Pump Motor                             | CAB2-1103            | WRWSA |
| CAB 2               | Well #2 Pump Motor                             | CAB2-1104            | WRWSA |
| CAB 2               | Chlorine Booster Pump Motor #1                 | CAB2-1105            | WRWSA |
| CAB 2               | Chlorine Booster Pump Motor #2                 | CAB2-1106            | WRWSA |
| CAB 2               | High Service Pump #1                           | CAB2-1300            | WRWSA |
| CAB 2               | High Service Pump #2                           | CAB2-1301            | WRWSA |
| CAB 2               | High Service Pump #3                           | CAB2-1302            | WRWSA |
| CAB 2               | Well #1 Pump                                   | CAB2-1303            | WRWSA |
| CAB 2               | Well #2 Pump                                   | CAB2-1304            | WRWSA |
| CAB 2               | Chlorine Booster Pump #1                       | CAB2-1305            | WRWSA |
| CAB 2               | Chlorine Booster Pump #2                       | CAB2-1306            | WRWSA |
| CAB 2               | 300 KW Generator                               | CAB2-1700            | WRWSA |
| CAB 2               | Rolls Royce Diesel Engine for 300 KW Generator | CAB2-2200            | WRWSA |
| CAB 2               | 1000 Gallon Above Ground Fuel Tank             | CAB2-2700            | WRWSA |
| CAB 2               | 150 gallon Sodium Hypochlorite Storage Tank    | CAB2-2701            | WRWSA |
| CAB 2               | 150 gallon Sodium Hypochlorite Storage Tank    | CAB2-2702            | WRWSA |
| CAB 2               | 6" Well #1 Flow Meter                          | 841282               | WRWSA |
| CAB 2               | 6" Well #2 Flow Meter                          | 872589               | WRWSA |
| CAB 2               | 12" Treated Water Effluent Flow Meter          |                      | WRWSA |