

AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of September, 1971, by and between MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "County"; and the TOWN OF LONGBOAT KEY, a municipal corporation of the State of Florida, hereinafter referred to as the "Town";

WHEREAS, the County plans to construct a pollution control facility, located between Cortez Road and Sarasota Bay and between 56th Street (extended) and the westerly section line of Sections 8, 17 and 20, Township 35 South, Range 17 East.

WHEREAS, the Town needs treatment and disposal facilities for sanitary sewage originating within the Town limits; and

WHEREAS, it is in the best interests and to the mutual benefit of the parties that the Town utilize the pollution control facilities of the County, subject to the terms and conditions of the Agreement; and

WHEREAS, the parties are authorized by law to enter into this Agreement:

WITNESSETH:

THAT for and in consideration of mutual promises herein, the County and the Town do hereby agree as follows:

1. The Town agrees to deliver its sanitary sewage to the sewage treatment plant of the County in a manner acceptable to the County.
2. The County further agrees to adequately treat and dispose of the sewage in a manner acceptable to the agencies having regulatory authority over pollution control.
3. The Town agrees to maintain and regulate the use of its sewage facilities to prevent excessive amounts of infiltration and harmful wastes from getting into its facilities which would unduly overload

or cause damage to the County facilities and interfere with the treatment process. The Town further agrees to require adequate treatment of strong or harmful industrial wastes at the source prior to permitting such wastes to be discharged into its system.

4. The Town agrees to pay fees to the County for the treatment and disposal of the Town's sewage. Said fees shall be a fair and equitable share of all expenses, including debt service and required debt service coverage, operation and maintenance costs incurred by the County for the service rendered. The fees shall be computed by the following criteria and shall never be more than the actual cost as determined by annual certified audit of accounts and approved by the Board of County Commissioners of Manatee County, Florida, and the Board of Town Commissioners of the Town of Longboat Key, Florida.

Debt Service:

- A. The proportionate share of the debt service and required debt service coverage on any proposed or future treatment facilities used for the treatment of the Town's sewage.
- B. The apportionment of debt service costs and required debt service coverage on the treatment plant and pretreatment facilities shall be based on sewage flow.

Operation and Maintenance:

- A. The proportionate share of the operation and maintenance expense of the treatment plant and any special pretreatment required for the Town's sewage.

- B. The apportionment of costs for the operation and maintenance of pretreatment facilities, treatment plant and disposal facilities shall be on the basis of sewage flows, as determined by meter readings. Said operation and maintenance costs shall include operation and maintenance costs, administrative costs (including audits) chargeable to the transmission (solely attributable to the Town) treatment and disposal facilities, renewal and replacement of capital assets and all other costs incurred in the operation, maintenance, facility equipment improvement, replacement and acquisition related to said sewage transmission, treatment and disposal.
5. In all cases, the administrative costs shall be limited to those administrative expenditures dealing solely with the physical operation of the actual facilities involved and shall specifically exclude administrative costs offered by the overall general County government, which are available to all operations of Manatee County.
6. The County agrees to establish a fee, based on annual budgetary estimates, covering the costs described above per million gallons. Monthly payments for service rendered shall be computed on this basis. The Town agrees to pay to the County monthly on or before the Tenth of each and every month for that amount of sewage delivered to the County facilities in the preceding month based on the agreed rate per million gallons.
7. The County agrees to re-evaluate the cost per million gallons once each year on a mutually agreeable date for the previous fiscal year, based on the general audit of Manatee County Utilities System pertaining to the operations of the waste treatment facilities. If the Town has paid costs in excess of this figure during the previous fiscal year, it shall be entitled to a credit against future monthly payments. In the event re-evaluated costs per million gallons shall exceed the Town's contribution, the Town shall pay the difference within thirty days of receipt of a bill from the County.

8. The County and the Town agree that representatives of each agency shall have the right to enter and inspect the facilities shared and to read each other's flow meters at any reasonable time to determine the quantity of sewage delivered and the accuracy of said flow meters. It shall be the responsibility of the Town to install, operate and maintain flow meters at each point of delivery to the County system as agreed by the parties and maintain an accuracy on all necessary devices to within five percent. In the event said meter or meters becomes inoperative, the flow shall be calculated on the basis of the previous thirty-day average flow.
9. The County agrees that the Town may use County street rights-of-way or sewer easements for the construction of sanitary sewerage facilities at mutually acceptable locations.
10. The County agrees that it will not make debt service charges for the portion of the project or projects funded by federal grants.
11. The County and the Town mutually agree that from the date of connection to June 1, 1974, or such other date that may be mutually agreeable, the fee for service shall be fixed at Three hundred dollars (\$300.00) per million gallons of actual flow. The County agrees to re-evaluate the cost per million gallons as of January 1, 1975 or such other date that may be mutually agreeable, following date of connection based on the audit of its accounts. If the Town has paid costs in excess of this established figure during the initial period, it shall be entitled to a credit against future monthly payments. In the event re-evaluated costs per million gallons shall exceed the Town's contribution, the Town shall pay the additional within thirty days of receipt of a bill from the County.
12. This Agreement shall be effective upon the date of its execution and shall continue for the full period of forty (40) years from said date. Said Agreement may be amended by mutual agreement of both parties.

13. This Agreement shall be subject to the construction of pollution control facilities by the County on or before the 31st day of December 1974, and if the County has not constructed a pollution control facility by that date, this Agreement shall terminate and be of no effect.

TOWN OF LONGBOAT KEY

By *Samuel Up Lipton*
Mayor

ATTEST:

William M. Hager

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

By *Samuel L. Lipton*
Chairman

ATTEST: M. T. McInnis, Clerk
of the Circuit Court

By *Bruce M. Coy*
Deputy Clerk