

**INTERLOCAL AGREEMENT BETWEEN THE
CEDAR KEY WATER & SEWER DISTRICT,
THE CEDAR KEY COMMUNITY REDEVELOPMENT AGENCY,
AND THE CITY OF CEDAR KEY**

RECLAIMED WATER FOR CITY PROPERTIES

THIS AGREEMENT, is made and entered into this _____ day of March, 2011, by the **CEDAR KEY WATER AND SEWER DISTRICT**, hereinafter called "District," the **CEDAR KEY COMMUNITY REDEVELOPMENT AGENCY**, hereinafter called "Agency", and the **CITY OF CEDAR KEY**, hereinafter called "City"; and referred to herein collectively as the "Parties."

WITNESSETH

WHEREAS, the District has the need to dispose of reclaimed water which is suitable for irrigation and toilet-flushing purposes; and

WHEREAS, the City needs water to irrigate the landscaping around, and flush the toilets within, the City Hall Complex and the City Park; and

WHEREAS, reclaimed water lines have been installed by the Agency to serve the City Park, and are being installed in the vicinity of the City Hall Complex; and

WHEREAS, the Parties desire to cooperate in the use of reclaimed water for irrigation and toilet-flushing purposes in and around the City Park and City Hall Complex in a manner that benefits the District and City, and will promote the accomplishment of the goals and responsibilities of each; and

WHEREAS, the Parties recognize the need to clearly delineate the responsibilities of each party in the provision of reclaimed water for the purposes set forth above; and

WHEREAS, Florida Statutes, Chapter 163, authorizes public agencies, including special districts, to enter into agreements to provide services and to exercise jointly the power, privilege, or authority they share in common and which each might exercise separately; and

WHEREAS, the Parties entered into a tri-party interlocal agreement on February 13, 2009, first establishing the cooperative effort among the Parties and have since that date implemented all obligations of the Agency; and

WHEREAS, there is no further need for the Agency to be a party to this interlocal agreement;

WHEREAS, the parties now intend to terminate the Agency's participation in this cooperative effort..

NOW, THEREFORE, in consideration of the mutual benefits contained herein and for other good and valuable consideration, the Parties agree as follows:

1. The "City Hall Complex" as referred to herein shall include the following buildings and surrounding landscaping all on First and Second Street in Cedar Key: City Hall, City Library, Creswell House, City Fire Station, and possible future bathroom at the Marina.
2. The "City Park" as referred to herein shall be the park located east of A Street and south of Second Street, and the marina area located west of A street and south of First Street.
3. With regard to the City Hall Complex, the District agrees to do the following:
 - a. Construct and maintain a reclaimed water pumping facility at the District's wastewater treatment plant, with a reclaimed water line from such facility to the west right-of-way line of C Street between Second and Third Streets.

- b. Provide reclaimed water for irrigation purposes at no charge to the City, not to exceed maximum amounts permissible under the District's wastewater permit from the Florida Department of Environmental Protection.
 - c. Provide reclaimed water for toilet-flushing purposes at no charge to the City, provided, however, that the District shall continue to impose sewer charges on the amount of water used for toilet flushing. For purposes of determining the sewer charge, the District shall install and maintain new meters to measure the amount of reclaimed water used for toilet-flushing purposes, but shall not impose a base charge on any new toilet-flushing account.
4. With regard to the City Hall Complex, the City agrees to do the following:
 - a. Furnish, ~~and~~ install, and maintain purple reclaimed water lines to all toilets and irrigation systems within and around the City Hall Complex.
 - b. Furnish, install, and maintain a reduced-pressure backflow assembly on its property between the existing potable water service line and the new reclaimed water line for use during emergencies when the reclaimed water system is not available.
5. With regard to the City Park, the District agrees to provide up to 15,000 gallons of reclaimed water per any single day, suitable for irrigation purposes, to be stored in the tanks on City property at the corner of Third and A Streets. The City agrees to maintain the tanks and other facilities located on such City property.
6. With regard to the City Park, the City agrees to maximize the use of the reclaimed water for irrigation purposes up to a maximum average annual use of 7,124 gallons per day per the Florida Department of Environmental Protection permit.
7. The District agrees to maintain any pipes placed in public right-of-way pursuant to this Agreement, and to provide technical assistance to the City and CRA, at no charge, relating to the installation and maintenance of the reclaimed water facilities established pursuant to this Agreement.

8. The Parties agree that in the event that the District is prohibited or unable to provide reclaimed water to the City pursuant to this Agreement:
 - a. The City shall convert the toilet-flushing system to potable water which shall be provided pursuant to the District's standard metering and rates for potable water.
 - b. The District shall provide untreated well water at the CR 347 well, free of charge, or potable water to the City for irrigation purposes at the lowest per gallon rate available to other District customers. In the event the City chooses to purchase potable water for irrigation purposes under this paragraph, it may do so for a period of 180 days during which the City and District shall negotiate a new agreement for provision of irrigation water by the District to the City. If no agreement is reached by the end of the 180-day period, the District may terminate this interlocal agreement.
9. This Agreement shall be governed and construed in accordance with Florida law. Any dispute between District and City arising out of this Agreement is subject to all provisions of the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes. The parties agree that in the event of any litigation arising out of any alleged breach or nonperformance of this Agreement, the venue for such litigation shall be in Levy County, Florida.
10. The Parties agree to be liable for their own negligence and to pay the costs of any litigation, including attorney fees, arising out this agreement or the carrying out of the Parties' responsibilities under this Agreement. Nothing in this Agreement shall be construed as a waiver by either Party of the benefits of Section 768.28, Florida Statutes,

or any similar provision of law.10. This Agreement supersedes the Interlocal Agreement among the District, the City, and the Agency dated February 13, 2009 and upon this Agreement taking effect, the Agency is released from further participation in this Agreement and shall thereafter have no further rights or responsibilities to the Parties and any amendment to this Agreement shall only require the participation and approval of the District and the City.

12. This Agreement shall take effect upon execution by the Parties and filing of a certified copy of the Agreement with the Clerk of the Circuit Court of Levy County, Florida..

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and their signatures to be affixed on the day and year first above written.

CEDAR KEY WATER & SEWER DISTRICT

Dottie Haldeman, Chair

ATTEST:

Ann Richburg, Secretary

CITY OF CEDAR KEY

Pat O’Neal, Mayor

ATTEST:

Cedar Key Community Redevelopment Agency

Francis Hodges, City Clerk

Pat O’Neal, Chairman