

7/27/89 UPL (CS JARI.UM):c.

SEA OAKS

A G R E E M E N T

BETWEEN

INDIAN RIVER COUNTY, FLORIDA  
AND  
SEA OAKS PROPERTY OWNERS ASSOCIATION

IRRIGATION AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by and between INDIAN RIVER COUNTY, A political subdivision of the State of Florida, hereinafter referred to as COUNTY and SEA OAKS PROPERTY OWNERS ASSOCIATION, a Florida corporation, hereinafter referred to as S.O.P.O.

W I T N E S S E T H

✓ WHEREAS, the FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER) permit regulations are rigorous in controlling effluent quality for application to residential areas when limited human contact may occur; and

WHEREAS, COUNTY is the owner of a wastewater treatment system with full authority to charge for treatment and operation services; and

WHEREAS, specific needs as to irrigation effluent placement and volume are better handled by the S.O.P.O.,

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the undersigned, it is hereby agreed as follows:

1. DEFINITIONS.

Responsibility - Hiring and paying person(s) with ability to perform the activities, purchasing supplies and materials, and satisfying all requirements of this Agreement.

Effluent - Treated sewage with the proper pH, turbidity, and chlorine content pumped at a pressure to operate the irrigation system.

Potable Water - Water purchased from COUNTY's water treatment plant with connection having a suitable "air-gap" or backflow preventer that will prevent backflow contamination.

8.7

Off-site Irrigation System - Distribution mains, zone flow controllers, timers, laterals, spray heads, and all associated fittings.

"Jockey" Pump - Small pump dedicated to purpose of testing and adjustment of sprinkler heads. This is required to avoid damage to irrigation pumps during these operations needing low flows.

2. COUNTY'S RESPONSIBILITIES. COUNTY, or its successors or assigns, shall comply with FDER regulations per Permit #0031-117587 and all other applicable federal, state, and local rules and regulations to assure the safe physical composition and quality of effluent for spray irrigation in a residential area as planned and approved by all regulating agencies.

COUNTY shall employ the plant operators, certified to comply with FDER regulations, to operate and maintain the treatment plant to provide effluent that meets permitted specifications for PH, turbidity, and chlorine content.

COUNTY shall allow ingress/egress easement to allow S.O.P.O. to operate and maintain the irrigation system. This easement allows access to irrigation controls and motor controls center also mounted at the plant site. S.O.P.O. shall install a separate service and meter to meter power consumption used by the irrigation system.

3. COORDINATED JOINT COUNTY AND S.O.P.O. RESPONSIBILITIES.

S.O.P.O. guarantees the COUNTY that S.O.P.O. will accept up to 500,000 gallons per day of effluent, ~~if available, for re-use.~~ During times when effluent quantities are not sufficient to supply 500,000 gallons during scheduled irrigation, water shall be added to the effluent by COUNTY as needed by S.O.P.O. up to ~~500,000 gallons per day.~~ COUNTY has the option to supply blended water for irrigation re-use directly from wells, water plant processed water, or RO reject water. Quality of effluent will not exceed five hundred parts total dissolved solids (TDS). All water so delivered to S.O.P.O. for re-use shall be metered and billed to S.O.P.O. at the COUNTY rate in effect at the time of the billing. COUNTY shall install and maintain the meter. Any ~~potable water used for makeup shall be metered and billed to~~ S.O.P.O. at the COUNTY rate in effect at the time of the billing. County shall use its best efforts to use potable water only as final backup and supply.

A. During times when there is a surplus of effluent, COUNTY shall request that S.O.P.O. adjust the irrigation controls to distribute a designated volume of water to safe zones that can accept that volume.

4. S.O.P.O. RESPONSIBILITIES. S.O.P.O. shall be responsible for setting the irrigation control timers, and maintenance of the controls, pump equipment, and irrigation system. It shall employ and pay the personnel who have knowledge of the system, experience, and expertise to operate and maintain the distribution system.

Maintenance of the irrigation system shall be coordinated by S.O.P.O. with COUNTY as necessary to prevent problems with those respective systems.

5. COMPENSATION. Except as described above, neither party shall pay additional compensation to the other for its services rendered hereunder.

6. TERM. This Agreement shall become effective simultaneously with the execution of this Agreement by all of the parties and shall continue in full force and effect for ten (10) years from said execution. The provisions of the Original Agreement shall become void with execution of this Agreement.

7. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties. The same may not be amended or modified orally. All understandings and agreements heretofore between the parties with respect to the management of the system are merged into this Agreement, which alone fully and completely expresses their understanding.

8. SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. FURTHER ASSURANCES. The parties hereto agree to execute any and all further instruments and documents, including the granting of easements and like instruments, and to take all such action as may be reasonably required by either party to effectuate the terms and provisions of this Agreement and the transactions contemplated herein. Further, S.O.P.O. and its shareholders shall give full faith and support and will not adversely impede COUNTY Billing Agent in the discharge of his duties as provided herein.

10. GOVERNING LAW. This Agreement shall be governed in its enforcement and construction and interpretation by the laws of the State of Florida.

11. NOTICES. When either party is required to give notice to the other or make any demand upon the other, such notice shall be in writing and delivered by telegram or certified mail, return receipt requested, addressed to the party to whom it is intended as follows:

Sea Oaks Property Owners Association

Sea Oaks Utilities, Inc.  
8765 North A-1-A  
Vero Beach, Florida 32963

BOARD OF COUNTY COMMISSIONERS  
INDIAN RIVER COUNTY, FLORIDA

ATTEST:

*Jeffrey K. Barton*  
Jeffrey K. Barton  
Clerk to the Board  
*by V. Hargreaves, D.C.*

By: *Gary C. Wheeler*  
Gary C. Wheeler, Chairman  
(SEAL)

SEA OAKS PROPERTY OWNERS ASSOCIATION

Witness \_\_\_\_\_

Witness \_\_\_\_\_

By: *A. Stephen Gato*  
By: \_\_\_\_\_  
(SEAL)

Item No. Ct.	Approved	Date
Admin		
Legal	<i>CR</i>	7-29
Budget		
Dept	<i>P</i>	7-11-89
Risk Mgr		