



Interoffice Memorandum

February 5, 2018

TO: Mayor Teresa Jacobs
and Board of County Commissioners

FROM: Raymond E. Hanson, P. E., Director
Utilities Department

A handwritten signature in black ink, appearing to read "R. Hanson", is positioned to the right of the "FROM:" field.

**SUBJECT: BCC AGENDA ITEM - Consent Agenda
February 20, 2018 BCC Meeting
First Amendment to Agreement between City of Orlando and
Orange County for the Delivery and Use of Reclaimed Water for
the Horizon West Villages
Contact Person: J. Andres Salcedo, P. E., Assistant Director
Utilities Engineering Division
407-254-9719**

The First Amendment to Agreement between City of Orlando and Orange County for the Delivery and Use of Reclaimed Water for the Horizon West Villages is for the increased wholesale use of reclaimed water from Water Conserv II by the County. The original agreement was executed on July 17, 2007.

Due to growth from new development in the Horizon West area, more reclaimed water is needed for County customers. The original agreement allowed for the County to take up to 6.4 million of gallons per day (mgd) of reclaimed water from Water Conserv II to serve its new retail customers. This first amendment allows for the County to take up to 15 mgd of reclaimed water from Water Conserv II. The term of the agreement is amended to be 20 years from the date of execution.

The County Attorney's Office staff has reviewed the agreement and finds it acceptable as to form. Utilities Department staff recommends approval.

Action Requested: Approval and execution of First Amendment to Agreement between City of Orlando and Orange County for the Delivery and Use of Reclaimed Water for the Horizon West Villages.

District 1.

BCC Mtg. Date: February 20, 2018

**FIRST AMENDMENT TO AGREEMENT
BETWEEN CITY OF ORLANDO AND ORANGE
COUNTY FOR THE DELIVERY AND USE OF
RECLAIMED WATER FOR THE HORIZON WEST
VILLAGES**

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN CITY OF ORLANDO AND ORANGE COUNTY FOR THE DELIVERY AND USE OF RECLAIMED WATER (the "First Amendment") is made and entered into as of the date of last execution below, by and between the CITY OF ORLANDO (the "City"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801 and ORANGE COUNTY (the "County"), a charter county and political subdivision of the State of Florida, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801. The City and the County may also hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the City and the County entered into that certain Agreement for the Delivery and Use of Reclaimed Water for the Horizon West Villages (the "Wholesale Reclaimed Water Agreement") effective July 17, 2007, pursuant to which the County became a customer of the Water Conserv II Facilities for the purpose of providing wholesale

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excluding exhibits

City Council Meeting: 1-22-18
Item: I-2 Documentary: 180122F02

reclaimed water service to the Horizon West Villages; and

WHEREAS, the Wholesale Reclaimed Water Agreement provided, *inter alia*, for the County to use up to 2,333,000,000 gallons per year (6.39 MGD AADF) of reclaimed water; and

WHEREAS, substantial development in the Horizon West Villages necessitates an increase in the volume of reclaimed water needed by the County to serve the County's customers,

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the City and the County hereby agree as follows:

SECTION 1. RECITALS INCORPORATED. The recitals hereof are true and correct, are material provisions of this First Amendment, and are incorporated herein by reference and made a part of this First Amendment.

SECTION 2. TERM OF THE AGREEMENT. Section 2 of the Wholesale Reclaimed Water Agreement is amended and restated as follows:

This Agreement shall be effective on the date of execution by the last Party for an initial term of twenty (20) years (the "Initial Term"). Subsequent to the Initial Term, the term of this Agreement shall renew automatically for five (5) year renewal terms (each, a "Renewal Term"), unless terminated by City or County by giving the other Party written notice of the termination not less than three hundred sixty-five (365) days prior to the last day of any Renewal Term. The Initial Term and any Renewal Term(s) shall together be referred to as the "Term."

SECTION 3. DELIVERY AND USE OF RECLAIMED WATER. Subsection 4(a) of the Wholesale Reclaimed Water Agreement is amended and restated as follows:

4(a) The anticipated annual Reclaimed Water use under this

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excluding exhibits

Agreement is estimated to be 5,475,000,000 gallons per year (15 MGD AADF), provided that any amount in excess of 2,333,000,000 per year does not interfere with any obligations to existing customers of the Water Conserv II Facilities, or required Rapid Infiltration Basin ("RIB") discharges. The volume of Reclaimed Water used by the County will be determined monthly by meter readings made by the Water Conserv II operator, at the point of connection(s) with the Water Conserv II Facilities. The number and location of connections may be changed, decreased or increased through separate letter agreements executed by the County Director of Utilities and the City Public Work Director. A map showing the point of connection(s) is attached hereto as Exhibit "B" and made a part hereof by reference.

SECTION 4. EXHIBIT "A" REVISED. Exhibit "A" referred to in the second recital of the Wholesale Reclaimed Water Agreement and attached thereto and incorporated therein is replaced and superseded by Exhibit "A" to this First Amendment, which is attached hereto and incorporated in this First Amendment and in the Wholesale Reclaimed Water Agreement by this reference.

SECTION 5. EXHIBIT "B" REVISED. Exhibit "B" referred to in subsection 4(a) of the Wholesale Reclaimed Water Agreement and attached thereto and incorporated therein is replaced and superseded by Exhibit "B" to this First Amendment, which is attached hereto and incorporated in this First Amendment and in the Wholesale Reclaimed Water Agreement by this reference.

SECTION 6. AGREEMENT IN FULL FORCE. Except as expressly modified herein, the Wholesale Reclaimed Water Agreement remains intact, unchanged, and in full force and effect.

**[Remainder of Page Intentionally Left Blank;
Signature Pages and Exhibit "B" to Follow]**

IN WITNESS WHEREOF, the City and the County have below caused this First Amendment to be executed in manner and form and by persons and/or officers thereunto duly authorized.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners



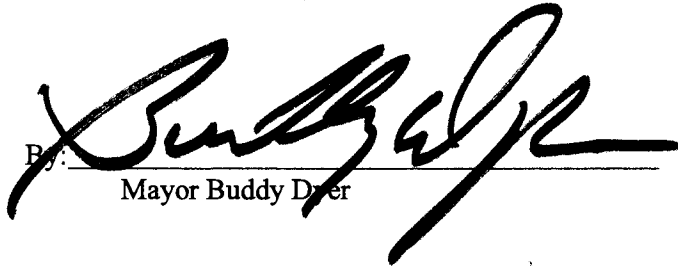
By: *Teresa Jacobs*
Teresa Jacobs
County Mayor

Date: 2.20.18

ATTEST: Phil Diamond, CPA, County Comptroller
as Clerk of the Board of County Commissioners

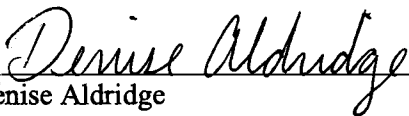
By: *Katell Sweet*
Deputy Clerk

CITY OF ORLANDO, FLORIDA

By: 
Mayor Buddy Dyer

Date: JANUARY 22, 2018

Attest:

By: 
Denise Aldridge
City Clerk

APPROVED AS TO FORM AND LEGALITY:
For the use and reliance of Orlando, Florida

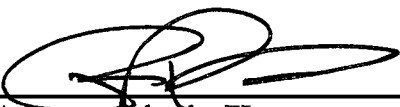
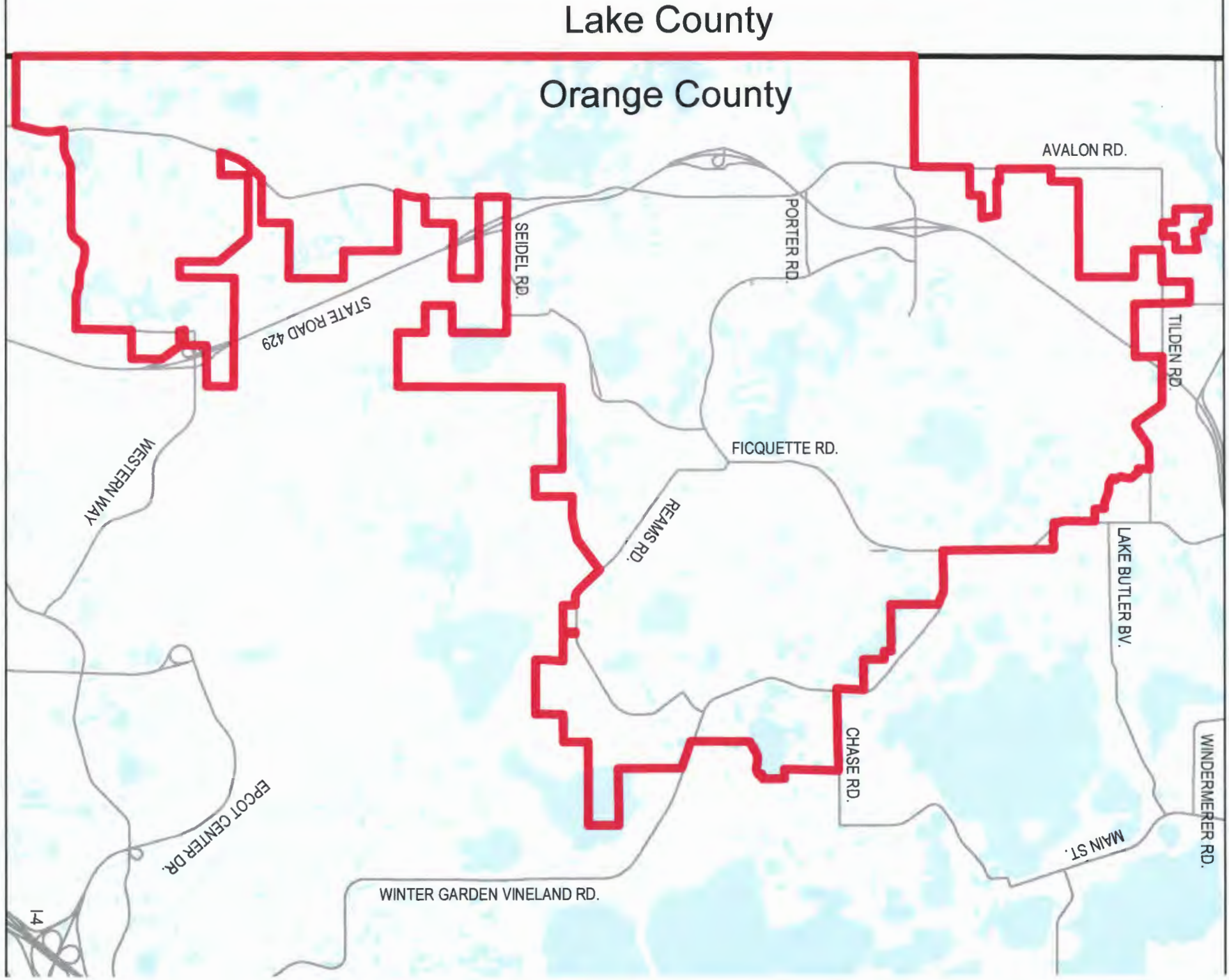

City Attorney, Orlando, FL
Ray Payne 1/24/18

Exhibit A CONSERV II SERVICE AREA BOUNDARY MAP

 Conserv II Service Area Boundary Map
 Hydrology
 Major Roads



Lake County

Orange County

Exhibit B General Turnout Location Map



Legend

- Conserv II Reclaimed Water Main
- Orange County Reclaimed Water Main
- Connections in Original Agreement
- Connections in Amendment 1

