



Interoffice Memorandum

November 15, 2021

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

FROM: Ed Torres, M.S., P.E., LEED AP, Director
Utilities Department



**SUBJECT: BCC AGENDA ITEM – Consent Agenda
November 30, 2021 BCC Meeting
Emergency Potable Water Supply Interconnection Agreement
between Orange County Research and Development Authority
and Orange County
Contact Person: Lindy A. Wolfe, P.E., LEED AP, Manager
Utilities Engineering Division
407-254-9918**

The Orange County Research and Development Authority (Authority) requested, and Orange County (County) agreed, to implement an emergency interconnection with the County to supply potable water to the Central Florida Research Park when the Authority is unable to provide potable water services to its customers during a bona fide short-term emergency. This emergency interconnection agreement defines the terms and conditions of providing the emergency potable water services, including rates and billing, installation and maintenance of the interconnection, and an emergency operational plan.

The County Attorney's Office and Risk Management Division reviewed this agreement and find it acceptable as to form. Utilities Department staff recommends approval.

Action Requested: Approval and execution of Emergency Potable Water Supply Interconnection Agreement by and between the Orange County Research and Development Authority and Orange County to implement an emergency interconnection for Orange County to supply potable water to the Central Florida Research Park during a bona fide short-term emergency.

District 5.

EMERGENCY POTABLE WATER SUPPLY INTERCONNECTION AGREEMENT

THIS EMERGENCY POTABLE WATER SUPPLY AGREEMENT (the “Agreement”) is made as of the date of last execution below (the “Effective Date”) by and between the **ORANGE COUNTY RESEARCH AND DEVELOPMENT AUTHORITY** (the “Authority”), a research and development authority organized and existing under Part V of Chapter 159, Florida Statutes, whose address is 12424 Research Parkway, Suite 100, Orlando, Florida, 32826; 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 County and the Authority may also be referred to individually as a “Party” or collectively as the “Parties.”

WITNESSETH:

WHEREAS, the County is authorized by Florida Statutes to provide, and does provide, water service to customers within and throughout Orange County, Florida; and

WHEREAS, the Authority is a dependent special district of the County initially created by County Ordinance 80-13 for the purpose and with the power set forth in Part V of Chapter 159, Florida Statutes; and

WHEREAS, pursuant to its purpose and power, the Authority developed the Central Florida Research Park adjacent to the University of Central Florida in East Orange County, Florida (the “Research Park”); and

WHEREAS, the Authority operates the sewer collection and water distribution and transmission systems that serve the Research Park, and requests an emergency interconnection with the County to serve the Research Park; and

WHEREAS, the Authority desires to utilize the emergency interconnection with the County to supply potable water from the County to the Research Park in the event of a bona fide short-term emergency; and

WHEREAS, the Authority desires to utilize the emergency interconnection with the County to supply potable water from the County to the Research Park in the event of a bona fide short-term emergency condition whereby the Authority is unable to provide potable water services to its customers for a defined length of time and volume of water as approved by the County; and

WHEREAS, the County is willing to allow the Authority to utilize the requested emergency interconnection to supply County potable water to the Research Park under the terms and conditions set forth herein as long as the County has the capacity available in its St. Johns River Water Management District (“WMD”) Consumptive Use Permit (“CUP”) and service to County customers is not compromised.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants set forth herein, and for other good and valuable consideration that is acknowledged, the Parties agree as follows:

SECTION 1. RECITALS INCORPORATED. The recitals set forth above are true and correct and form a material part of this Agreement.

SECTION 2. EMERGENCY INTERCONNECTION. The emergency interconnection will consist of components to be owned by the County (the “County Owned

Components”) and components to be owned by the Authority (the “Authority Owned Components”). These components, which are depicted in **Exhibit “A,”** attached to and incorporated in this Agreement, and hereafter referred to as the “Assembly,” are summarized as follows:

County Owned Components

1. 24-inch by 16-inch wet tap connection.
2. 16-inch below ground piping located between the wet tap connection and the above ground interconnection components.
3. Portions of two, parallel 10-inch above ground piping segments. The portion of each above ground segment to be owned by the County will include 10-inch piping, a 2-inch air release valve, an insertion meter, and two, 10-inch isolation gates valves, hereafter referred to as the “First Isolation Gate Valve” and the “Second Isolation Gate Valve.”

Authority Owned Components

1. Portions of two, parallel 10-inch above ground piping segments. The portion of each above ground segment to be owned by the Authority will include 10-inch piping (located downstream of the Second Isolation Gate Valve), a 10-inch pressure sustaining valve, a 10-inch Double Check Valve Assembly (the “DCVA”), and a 2-inch air release valve.
2. 16-inch below-ground piping located between the above-ground interconnection components and the Authority’s existing water distribution system.

The 24-inch by 16-inch wet tap connection will connect to the County’s existing 24-inch water main which crosses Libra Drive, approximately 550 feet north of the intersection with Research Parkway, as depicted in **Exhibit “B,”** attached to and incorporated in this Agreement. The County Owned Components will be located within a minimum 10-foot by 15-foot utility easement to be conveyed to the County by the owners of the easement areas identified in Exhibit A. The actual size of the utility easement will be as required to contain all County Owned Components and will be subject to the County’s approval. Each Authority owned pressure

sustaining valve will remain set to maintain a minimum upstream pressure of 25 pounds per square inch at all times, except as provided in this Agreement.

2.1 The work required to implement the emergency interconnection will be performed by the Authority. The Authority is responsible for all actual costs associated with the Assembly. The cost of the insertion meters and all costs required to connect to the County's water system shall be paid by the Authority or others, at no cost to the County. The Authority shall purchase and install the insertion meters. The type of insertion meters purchased and installed by the Authority shall be subject to prior approval by the County. The Authority shall require all contractors performing work within the County right-of-way or easement areas to procure and maintain workers' compensation, commercial general liability, business auto liability, and contractor's pollution liability coverage. Each party shall be listed as an additional insured on all general liability policies. The connection to the County water system shall meet the County's standards and will be subject to prior approval by the County. Upon acceptance of the installation of the Assembly, the Authority shall provide the County with a bill of sale in a form substantially similar to the draft Bill of Sale as depicted in **Exhibit "C,"** attached to and incorporated in this Agreement, for all County Owned Components. The Authority will be responsible for all pipe and appurtenances downstream of the Second Isolation Gate Valve.

2.2 Prior to construction, the Authority will prepare design drawings based upon the specifications noted in this section for the emergency interconnect and submit the design drawings to the County for review and approval.

2.3 All work on the County system will be performed under County inspection.

2.4 The Authority shall ensure that all connections within the area served by this emergency interconnection have appropriate backflow devices in place and are compliant at all times with the requirements of Florida Administrative Code Rule 62-555.360, as that rule may be amended from time to time, and generally summarized as follows:

2.4.1 The backflow preventers shall be appropriate for the degree of the hazard. A DCVA shall be installed on each of the two, 10-inch above ground piping segments.

2.4.2 Device testing is required annually.

2.4.3 The Authority shall provide annually to the County (by February 15th) test results for the installed DCVAs. The Authority shall provide additional data not specifically listed herein as requested by the County to complete the County's annual cross connection control reporting to the Florida Department of Environmental Protection.

2.5 All products used for the construction of the emergency interconnection must meet the list of approved products in the *Orange County Utilities Standards and Construction Specifications Manual*, from the Second Isolation Gate Valve to the point of connection to the County's system, as depicted in Exhibit A.

SECTION 3. TEMPORARY UTILIZATION OF EMERGENCY INTER-CONNECTION. The emergency potable water supply interconnection shall be utilized only to temporarily provide water service to the Authority in the event of a bona fide short-term emergency, which includes fire, equipment failure, flood, hurricane, or other unforeseen and unexpected mechanical problem, operational condition, or natural disaster, which interrupts the ability of the Authority to provide service. Unanticipated growth or failure to adequately plan capital infrastructure are examples of events that shall not be deemed bona fide short-term emergencies. The Authority will not knowingly allow any illegal, unauthorized, or non-permitted

use of the emergency potable water supply interconnection and will take immediate action to stop any such illegal, unauthorized, or non-permitted use as soon as it becomes aware of such activities. Failure by the Authority to stop any such continuing illegal, unauthorized, or non-permitted use may result in termination of this Agreement.

SECTION 4. AVAILABILITY OF SERVICE. Subject to Section 5 herein and other conditions of use in this Agreement, the County agrees to provide potable water service through the emergency interconnection to the Authority immediately upon execution of this Agreement subject to the ability of the County to provide such service within the limits and permitted capacity of the County's CUP and available flow and pressure. The Authority shall be responsible for any fines or penalties imposed by the WMD due to the Authority's use of the emergency interconnection resulting in exceedance of the CUP. For emergencies of a duration longer than 24 hours, the Authority also will cooperate with the County and assist with the enforcement of, and compliance with, regulatory requirements imposed upon the County for circumstances such as water shortage declarations or restrictions. Failure by the Authority to cooperate and assist with the enforcement and compliance of these regulatory requirements will result in the Authority being responsible for any fines or penalties imposed by the WMD for violation of said regulatory requirements. Additionally, the Authority's knowing misuse of the emergency interconnection and lack of good faith cooperation in enforcement and compliance of regulatory requirements by the Authority may result in termination of this Agreement.

SECTION 5. REQUEST AND ACTIVATION AND DEACTIVATION OF SERVICE.

5.1 Request Procedure:

5.1.1 Upon an assessment that potable water services through the emergency interconnect is required due to fire, the Authority must immediately verbally notify the County that the emergency interconnect has been activated and immediately deactivate the service after the fire emergency has ended.

5.1.2 For all other presumed bona fide short-term emergencies, the Authority must request by email that the County provide the service and inform the County of the nature of the presumed bona fide short-term emergency including the volume of water expected to be used and the duration thereof. Requests shall be made to the County as follows:

Working Hours (8:00 a.m.-5:00 p.m. Monday-Friday):

Manager, Water Division
Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825
407-254-9850

---AND---

During all hours:

407-254-9509 (SCADA)
SCADA.SCADA@ocfl.net

---AND---

Orange County Utilities Dispatcher (24 hours)
407-836-2777
DISPATCH.DISPATCH@ocfl.net

5.2 Activation procedure for all emergency requests other than fire:

5.2.1 As described in 5.1.2 above, an authorized representative of the Authority may assess the emergency need and request that the County provide emergency potable water service.

5.2.2 Following the request, activation of the emergency potable water supply interconnection requires authorization from the County. The Parties agree that a decision

on authorization should be made within one hour of the emailed request. If authorization is given, it shall be the responsibility of the County and the Authority to dispatch personnel to the point of service within one hour of the approval to ensure all valves are properly opened. County personnel shall conduct meter readings and observe flow rates at that time.

5.3 Deactivation procedure for all emergency requests other than fire:

5.3.1 The Authority will send the County an email stating the Authority is deactivating the service. The email will be in accordance with Section 5.1.2 above and shall be effective at the close of business on the day the deactivation email is sent, or on a date and time as set forth in said email not exceeding the approved duration.

5.3.2 After the Authority sends the email notification for deactivation of service, the Authority will immediately close the interconnection valves on their system or give County personnel access to close the valves. The County will then take a final meter reading and observe and document the flow rate.

5.3.3 If the Authority fails to notify the County for deactivation before the expiration of the duration identified in Section 5.1.2, the County will notify the Authority and deactivate the interconnect if the Authority fails to respond to the County within 48 hours of the County's notification. If the Authority sends an updated email request to the County within 48 hours of the County's notification detailing the emergency conditions that remain and warrant a continued supply interconnection, the County may approve additional time for the emergency interconnection, otherwise the County will deactivate the interconnect 48 hours after the County's notification described in this section.

SECTION 6. FORCE MAJEURE. It is agreed that any temporary cessation or diminishment of emergency potable water supply service by the County, resulting from

necessary maintenance work, breakdown or damage to machinery, pumps, pipe lines, acts of God, fire, strikes, casualty, insurrection, riot, civil disorder, or military authority shall not constitute breach of this Agreement on the part of either Party, and neither Party shall be liable to the other for damage resulting from such temporary cessation or diminishment of services; provided, however, that the Parties hereto shall notify the other Party in the event they reasonably anticipate a temporary cessation of diminishment of service to be provided under this Agreement.

SECTION 7. RATES, BILLING, AND COLLECTION OF CHARGES. The County's supply of emergency potable water service to the Authority shall be at the County's prevailing standard retail commercial potable water rate for commercial volume charges. Fixed monthly charges shall not be applied. The Authority's emergency usage shall be measured through the Assembly. Bills shall be based on meter readings taken by the County following use of the Assembly, and will be sent to:

Operations and Finance Manager
Central Florida Research Park
12424 Research Parkway, Suite 100
Orlando, Florida 32826-3257

Bills are due upon receipt. The County shall be responsible for collection of charges from the Authority. If there is a failure by the Authority to pay the amount due within 30 days after a delinquent notice is received by the Authority, then the County has the option to suspend the emergency potable water service. Resumption of service shall not occur until the amount due is paid in full. Continuing failure by the Authority to pay the amount due shall be grounds for the County to terminate this Agreement.

SECTION 8. DISPUTE RESOLUTION. All claims, disputes, and other matters in question between the Parties arising out of, or relating to, this Agreement or its performance or

breach (a “Dispute”) shall be resolved in the following order: (a) good-faith negotiation, (b) mediation, and then (c) judicial resolution. The process of “good-faith negotiation” requires each Party to set out in writing to the other its reason(s) for adopting a specific conclusion or for selecting a particular course of action, together with the sequence of material facts leading to the conclusion or course of action. The good-faith negotiations shall include at least one meeting of representatives of the Parties. The Party-representative shall have authority to resolve the Dispute.

SECTION 9. INDEMNIFICATION AND HOLD HARMLESS. To the extent permitted by Florida law and as limited by Section 768.28, Florida Statutes, each Party to this Agreement shall indemnify and hold harmless the other Party for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that Party and the officers, employees, and agents thereof acting within the scope of their employment. The Parties further agree that nothing contained herein shall be construed or interpreted as denying to the Parties any remedy or defense available to such Parties under the laws of the State of Florida, nor as a waiver of sovereign immunity by either Party beyond the waiver provided for in Section 768.28, Florida Statutes. The provisions of this section shall survive the expiration or early termination of this Agreement.

SECTION 10. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties to this Agreement and no right or cause of action may accrue upon or by reason of this Agreement, to or for the benefit of, any third party not a formal party to this Agreement.

SECTION 11. TERM, TERMINATION, ASSIGNMENT, AND MODIFICATION. This Agreement shall be for a term of 10 years from the date of last execution by the Parties

(“Initial Term”) with automatic renewal on an annual basis after the Initial Term (“Renewal Terms”) unless either Party gives six months written notice of the intent to not renew the Agreement. Either Party may terminate this Agreement during the Initial Term or any Renewal Term upon giving 90 days prior written notice to the other Party. Neither Party shall assign this Agreement or the rights and obligations hereunder to any third party without the written consent of the other Party to this Agreement. No modifications to this Agreement or waivers of any provisions contained herein may occur unless in writing, and signed and agreed to by both Parties.

SECTION 12. MAINTENANCE OF EMERGENCY INTERCONNECTIONS.

12.1 The Authority shall be responsible to ensure that its emergency interconnection backflow prevention devices and pressure sustaining valves are maintained in proper working order and, to the extent permitted by Florida law and as limited by Section 768.28, Florida Statutes, shall be responsible for regulatory violations, property damage, or the like resulting from failure to maintain the valves. The Authority agrees to allow County personnel access to the emergency interconnection, as requested, to inspect the backflow prevention devices and pressure sustaining valves to ensure they are in the correct position and not leaking.

12.2 The County will be responsible for maintenance, testing, and calibration of the insertion meters.

12.3 The Authority shall respond immediately to correct any potable water line break in the Authority’s water system served by this interconnection and report the break in accordance with Section 5.1.2 immediately upon discovery of any line break, cross-connection, or other reportable system malfunction.

12.4 Any landscaping, hardscaping, vegetation, trees, ground cover, planting, lighting, roadways, pavement, curb and gutter, sod, grading, signage, irrigation systems, and/or sidewalks (the “Area Modifications”) will not unreasonably interfere with the County’s operation and maintenance of the emergency interconnect, and may be removed or modified as deemed necessary by the County, at its sole discretion, in order to own and maintain any County facilities within any easement area. The County will be held harmless and will not be responsible for any damage to the Area Modifications caused by normal operation, maintenance, or malfunction of the County facilities within any easement area. The Area Modifications will be the responsibility of the Authority, or Authority’s designee, to include repairing any damage to any County facilities directly caused by the placement, use and/or maintenance of such Area Modifications. After modification or removal of the Area Modifications by the County, the Authority may replace the Area Modifications at the expense of the Authority, or Authority’s designee.

SECTION 13. NOTICE. Any notice required or allowed to be delivered hereunder must be in writing and be deemed to be delivered when (a) hand-delivered to the official designated in this Section 13, or (b) received when such notice is sent by the United States mail, postage prepaid, certified mail, return receipt requested, all to be addressed to a Party at the address set forth opposite the Party’s name below, or such other address as the Party shall have specified by written notice to the other Party delivered in accordance therewith.

If to the County:	Orange County Utilities Department 9150 Curry Ford Road Orlando, Florida 32825-7600 Attention: Director
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With Copy to: Orange County Administrator's Office
Orange County Administration Building
201 S. Rosalind Avenue, 5th Floor
Orlando, Florida 32801-3527
Attention: County Administrator

If to the Authority: Orange County Research and Development Authority
12424 Research Parkway, Suite 100
Orlando, Florida, 32826-3257
Attention: Executive Director

SECTION 14. GOVERNING LAW. The Parties agree this Agreement was entered into in the state of Florida. This Agreement and its provisions are to be construed, controlled, and interpreted according to the laws of the state of Florida, without giving effect to any choice of law or rules thereof, which may direct the application of laws of another jurisdiction.

SECTION 15. JURISDICTION. Any legal proceeding of any nature brought by either Party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, must be exclusively submitted for trial before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The Parties consent and submit to the exclusive jurisdiction of such court and expressly waive all rights to trial by jury for any matters arising under this Agreement.

SECTION 16. ATTORNEY'S FEES AND COSTS. If either Party files suit or brings a judicial action or proceeding against the other to recover any sum due hereunder or for default or breach of any of the covenants, terms, or conditions contained in this Agreement, each Party will be responsible for its costs, fees, and expenses incurred (including the fees and

expenses of attorneys and paraprofessionals) in connection with such suit, action, or proceeding (whether or not such costs, fees, and expenses are taxable to the other Party as such by any law) through any and all final appeals arising out of such suit, action, or proceeding.

SECTION 17. HEADINGS. The headings or captions of sections and descriptive headings in this Agreement are inserted for convenience only, and will not affect the construction or interpretation hereof.

SECTION 18. SEVERABILITY. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability will not affect the other parts of this Agreement if the rights and obligations of the Parties and if the intention of the Parties can continue to be effective. To that end, this Agreement is declared severable.

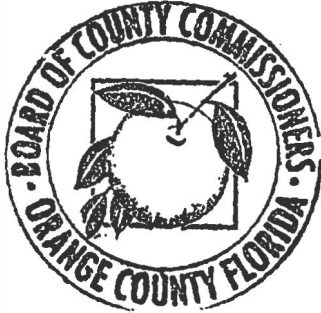
SECTION 19. ENTIRE AGREEMENT. This instrument constitutes the entire Agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

SECTION 20. AMENDMENT. This Agreement may not be amended unless the amendment is in writing and approved by the County and the Authority.

SECTION 21. NON-WAIVER. The failure of either Party to insist on the other Party's compliance with its obligations under this Agreement in any one or more instances will not operate to release the other Party from its duties to comply with its obligations in all other instances.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the dates indicated below by their duly authorized representatives.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Ramona B. Brown*
for Jerry L. Demings
Orange County Mayor

Date: November 30, 2021

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

By: *Katie Smith*
Deputy Clerk

Print: Katie Smith

**ORANGE COUNTY RESEARCH AND
DEVELOPMENT AUTHORITY,**
A research and development authority

By: Joe Wallace
Joe Wallace
Executive Director
Orange County Research and
Development Authority

Date: OCTOBER 14, 2021

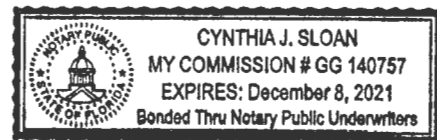
STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of
OCTOBER, 2021, by JOE WALLACE as EXECUTIVE DIRECTOR of the Orange
County Research and Development Authority, who appeared before me by means of ☐ online
notarization, or ☒ physical presence, and ☒ is personally known to me or ☐ has
produced _____ as identification.

Notary Public Cynthia J. Sloan
Printed Name: CYNTHIA J. SLOAN

Seal:





- NOTES:

- ① 12" D.I. RISER PIPE, FLG. X P.E.
- ② 12" X 10" REDUCING 90° BEND, FLG.
- ③ 10" GATE VALVE, OS&Y, FLG.
- ④ 10" RESTRAINED FLANGE ADAPTER
- ⑤ 2" SS SERVICE SADDLE, NPT.
- ⑥ 2" SS AIR RELEASE VALVE ASSEMBLY, NPT
- ⑦ 10" 90° BEND, FLG.
- ⑧ 10" D.I.P., FLG., LENGTH =18"
- ⑨ 10" PRESSURE SUSTAINING VALVE, FLG.
- ⑩ 10" DOUBLE CHECK VALVE ASSEMBLY (DCVA), FLG.
- ⑪ SADDLE PIPE SUPPORT
- ⑫ FLANGED PIPE SUPPORT
- ⑬ 10" D.I.P., FLG. X P.E., LENGTH AS REQ'D

SCALE: $\frac{1}{8}" = 1'-0"$

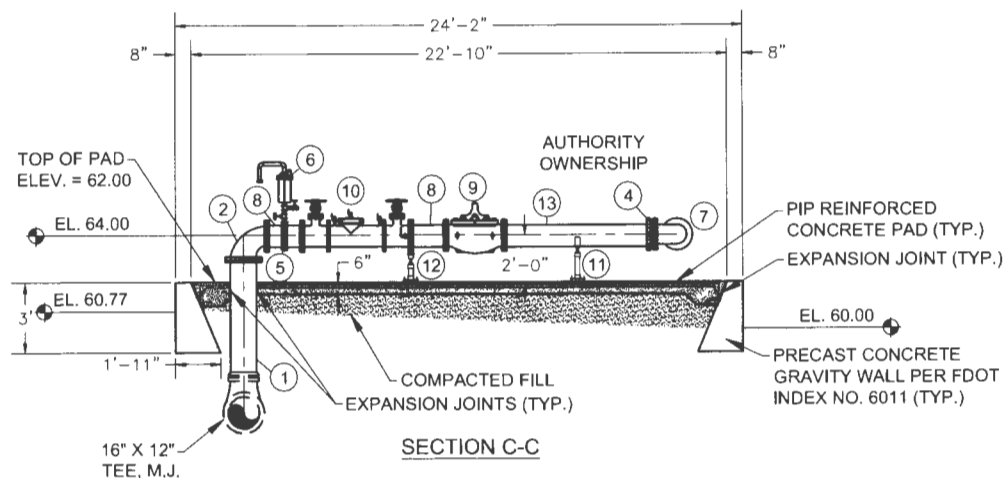


EXHIBIT A
SHEET 4 OF 4
EASEMENT & DEMOLITION PLAN

PLUG END OF 16" PIPE
W/ SALVAGED 16" CAP-



EXHIBIT "C"
DRAFT BILL OF SALE

Bill of Sale (Water Meter Assembly)

NOTE: *This form to be reproduced on Seller's official letterhead prior to submittal.

_____, a Florida corporation,
located at _____, State of Florida, Seller, for
and in consideration of the sum of one (\$1.00) dollar and other valuable consideration paid to
Seller by Orange County, a charter county and political subdivision of the State of Florida,
Buyer, receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to
Buyer all equipment and other goods which comprise the water meter assembly installed by
Seller and located on the County easements or rights-of-way as shown on the record drawings,
more specifically described as follows:

PROJECT: _____

Exhibit "A" Legal
Description Attached

Buyer shall have all rights and title to the goods in itself and its assigns.

Seller warrants that it is the lawful owner of the goods and the goods are free from all liens and
encumbrances. Seller has good right to sell the goods and will warrant and defend the right
against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, Seller has executed this Agreement at _____,
Florida on _____, 20__.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF:

By: _____

Seller Signature

Notary Signature

Print Seller Name and Date

Print Notary Name and Date

Print Company Title

***NOTE: Must be an Officer of Company authorized to sign on
Company's behalf.***