

AGREEMENT

This Agreement entered into this 23RD day of JUNE, 1987, by and between WAKULLA COUNTY (hereinafter referred to as "COUNTY"), a Political Subdivision in the State of Florida, by and through the Board of County Commissioners, Box 337, Crawfordville, Wakulla County, Florida 32327, and the PANACEA AREA WATER SYSTEMS, INC. (hereinafter referred to as "PAWS"), a non-profit Florida Corporation, P. O. Box 215, Panacea, Florida 32346;

WHEREAS, the COUNTY has by official action of the COUNTY obtained a grant from Farmer's Home Administration, and has been authorized to issue sewer revenue bonds for the construction of and operation of the Wakulla County Sewer System, and

WHEREAS, regulations of Farmer's Home Administration require a management agreement, covering procedures for servicing and collecting sewer charges, and

WHEREAS, PAWS, in official action taken in a Board of Directors meeting of May 8, 1986, voted to support and assist the COUNTY in establishing a procedure of monthly sewage billings through their computer billing systems, and

WHEREAS, the COUNTY desires to contract with PAWS to provide those services and to reimburse PAWS for all expenses and costs incurred, and to hold PAWS harmless from all liability for assisting the COUNTY,

NOW THEREFORE BE IT RESOLVED, that

1. PAWS agrees to use its computer billing system, modified as necessary, to bill and collect from its water customers sewer service charges and to deposit same in the county "revenue fund," all as provided for in that resolution adopted October 1, 1986, by the COUNTY.

2. PAWS shall be reimbursed ~~annually~~ ^{monthly} for all expenses and costs incurred in assisting the COUNTY by billing and collecting sewer service charges, including clerical time, postage, printing, and computer time.

3. The parties agree PAWS will submit to the COUNTY a verified statement of costs and expenses incurred; which the COUNTY expressly agrees to assume and pay.

4. Upon the failure of any user to pay for services rendered by the system within thirty (30) days after billing, the COUNTY upon notification from PAWS shall disconnect with qualified personnel the system of such user, and shall not furnish him or permit him to receive further service until all obligations on account of services rendered have been paid in full.

5. All water customers shall be provided prior written notification that the water and sewer bill must be paid; failure to pay total bill will result in termination of water and sewer service.

6. PAWS shall at least once a year cause the books, records, and accounts relating to the Panacea Area Water System to be audited by a recognized independent firm or certified public accountants. Such audit shall show a breakdown of revenues collected, collection service, charges, expenditures, and a breakdown between water billings and collections, costs, and those associated with a sewage system.

7. The Board of County Commissioners shall cause the books, records, and accounts relative to the operation, and management of the sewage collection and treatment system, to be audited as a part of its regular annual audit by a recognized independent firm or certified public accountants, which shall properly reflect all costs, expenses, and fees collected relating to the sewage system.

8. The COUNTY shall establish a "Utility Department" and appoint a "Director of Utilities" to supervise, coordinate, manage, operate, and maintain the waste water collection and treatment system, as its authorized agent to work with PAWS on implementing this agreement. The COUNTY shall employ a certified sewage plant operator, certified by the Florida Department of Environmental Regulations to provide daily monitoring, maintenance, operation, and effluent testing as required by DER.

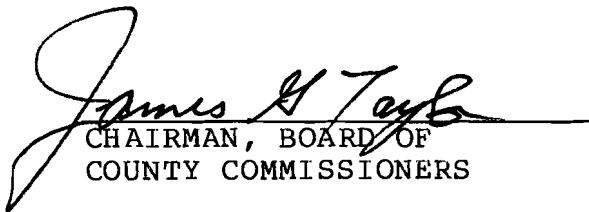
9. Upon being notified of the failure of a user to pay for services rendered and service being discontinued, the COUNTY shall take all necessary and lawful action to collect said unpaid fee.

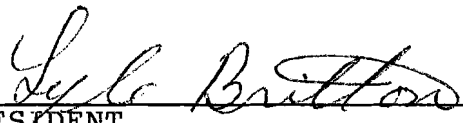
10. Neither the COUNTY nor PAWS shall provide any free sewage disposal service to any person, firm or corporation in the county, and each and every agency, department or entity thereof which uses the service shall pay therefor, at the rates fixed by the COUNTY.

11. This Agreement entered into the day and year first above written shall continue in effect until Farmer's Home Administration loan with the COUNTY is paid in full and all costs and expenses provided for herein are reimbursed by the COUNTY.

This Agreement may only be terminated by mutual agreement of the parties, with one hundred eighty (180) days notice.

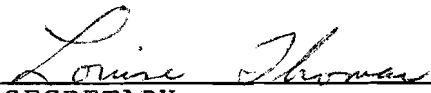
WAKULLA COUNTY


CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

BY: 
PRESIDENT

PANACEA AREA WATER SYSTEM, INC.


CLERK TO THE BOARD

BY: 
SECRETARY

Prepared by:

RONALD A. MOWREY
Wakulla County Attorney
Post Office Box 506
Crawfordville, Florida 32327

