

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ALTAMONTE SPRINGS
AND THE CITY OF MAITLAND
FOR WATER PLANT OPERATIONS**

THIS INTERLOCAL AGREEMENT (the “**Agreement**”) is made and entered into this _____ day of _____, 2018, by and between **THE CITY OF ALTAMONTE SPRINGS, FLORIDA**, a political subdivision of the State of Florida (hereinafter “**Altamonte Springs**”), and **THE CITY OF MAITLAND, FLORIDA**, a political subdivision of the State of Florida (hereinafter “**Maitland**”). Altamonte Springs and Maitland are hereinafter sometimes referred to as the “**Parties**” or individually referred to as a “**Party**”.

W I T N E S S E T H

WHEREAS, this Agreement is authorized by the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law, and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Altamonte Springs operates and maintains a Regional Water Reclamation Facility (RWRF) providing wastewater treatment for its residents and residents in Eatonville and in portions of Longwood, Maitland, Winter Park, and unincorporated Seminole County; and

WHEREAS, Altamonte Springs also operates and maintains several water treatment plants and water augmentation facilities providing drinking water for its residents and residents in portions of unincorporated Seminole County; and

WHEREAS, Altamonte Springs operates and maintains its RWRF and water treatment plants with multiple dual-licensed plant operators (i.e., licensed for both water and wastewater treatment plant operations) who are on duty twenty-four (24) hours per day, seven (7) days per week as required by the Florida Department of Environmental Protection (FDEP); and

WHEREAS, Maitland operates and maintains its water treatment plants providing drinking water for its residents with licensed water plant operators which are on duty a minimum of three (3) hours per day, five (5) days per week and during one (1) visit per day over the weekend as required by FDEP; and

WHEREAS, a large number of licensed water and wastewater treatment plant operators are retiring nationwide, creating a shortage of licensed operators which is exacerbated in smaller utilities; and

WHEREAS, Maitland is anticipating a shortage of licensed water plant operators in its workforce and has proactively worked with Altamonte Springs to provide backup water plant operations as needed; and

WHEREAS, Maitland desires to use Altamonte Springs' licensed water plant operators to operate its water plants on a long term basis; and

WHEREAS, Altamonte Springs and Maitland seek to create an Agreement that is cost effective for both cities as well as environmentally sound; and

WHEREAS, Altamonte Springs and Maitland have successfully collaborated in the best interest of their residents to find solutions to a number of regional issues; and

WHEREAS, Altamonte Springs and Maitland seek to set forth in this Agreement a framework for Altamonte Springs' provision of water treatment plant operations for Maitland's water treatment plants for the consideration, terms, and conditions hereafter set forth;

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, the Parties agree as follows:

Section 1.0 Recitals.

The above recitals are true and correct, and form a material part of this Agreement upon which the Parties have relied.

Section 2.0 Definitions.

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

2.1 **“Agreement”** means this Interlocal Agreement between Altamonte Springs and Maitland related to the operation of the Maitland Water Plant Facilities.

2.2 **“Days”** or **“days”** means the calendar days of the week, consisting of Sunday through Saturday.

2.3 **“Effective Date”** has the meaning set forth in Section 10.13 Effective Date.

2.4 **"Emergency"** means any situation which causes an immediate threat of injury or danger to the health of any person (whether material or otherwise) or of material damage or material economic loss to the Water Plant Facilities or to any other property.

2.5 **"Fiscal Year"** means the year commencing October 1st in any one year and ending on September 30th of the following year.

2.6 **"Operations Plan"** means the resources and capital project funding allocated to water production for the fiscal year as approved by Maitland each year as part of their capital project prioritization and budget process.

2.7 **"Water Plant Facilities"** means collectively Maitland's water production infrastructure listed in **Exhibit A**, generally consisting of water treatment equipment, storage tanks, raw water wells, generators, and ancillary pumps and equipment. Water Plant Facilities does not include the water distribution system and the associated pipe network.

Section 3.0 Water Plant Facilities Operation and Maintenance Checks.

3.1 Operation and Maintenance.

a) Altamonte Springs shall perform routine operation and maintenance checks of the Water Plant Facilities to ensure water production at each water plant meets the applicable requirements established by the Florida Department of Environmental Protection (FDEP), the U.S. Environmental Protection Agency (USEPA), the Florida Department of Health (FDOH) and the St. John's River Water Management District (SJRWMD). Required state and federal reports will be prepared and submitted by Altamonte Springs in a timely manner as defined in Section 4.

b) Routine maintenance checks performed by Altamonte Springs shall be performed as prescribed per the manufacturers' published Operation and Maintenance manual(s) provided by Maitland at the effective date of this agreement. Preventative maintenance schedules shall be provided by Maitland and be made part of the Water Plant Facilities verification and documentation requirements to be performed by Altamonte Springs. Preventative maintenance by Altamonte Springs shall include facilities observation, data recording and making of necessary adjustments as a result of such data. Non-routine preventative maintenance checks shall include abnormal maintenance checks associated with any Water Plant Facilities components and shall include response to alarm or emergency situations. Water Plant Facilities preventative maintenance checks performed by Altamonte Springs shall include but not be limited to:

- Meter and instrument calibrations/readings
- Emergency generator readings, exercising and data logging
- SCADA system checks
- Chemical metering pumps operation

- Valve operation; manual and motorized
- Electric control panels status

- Chlorination facilities operation
- Water Plant Facilities Security
- Water Plant Facilities general housekeeping
- Annual FDEP mandated inspections of the Water Plant Facilities

c) Items of concern identified by Altamonte Springs through the routine and non-routine preventive maintenance checks will be communicated to Maitland as necessary to ensure the proper maintenance and/or repairs are performed by Maitland through in-house staff or contracted services.

d) Verification and documentation of Water Plant Facilities operations shall include sampling, data retrieval, data recording, data sample analysis, laboratory sample analysis, daily, monthly and any other operational reports as required to properly maintain complete operation of the Water Plant Facilities and meet compliance criteria set forth by the applicable regulatory agencies.

3.2 Operation and Maintenance Costs.

- a) Maitland shall be responsible for all operation and maintenance costs and contracted services related to the Water Plant Facilities. Altamonte Springs shall include proper verification, documentation and preventative maintenance checks meant to assess the continued performance of the Water Plant Facilities. Operations costs shall include, but not be limited to chemicals, laboratory analyses, electrical power, miscellaneous materials, among other operational costs necessary for the proper operation of the Water Plant Facilities. Maintenance costs shall include but not be limited to all required labor and materials required to provide corrective and preventive maintenance activities identified by Altamonte Springs for the Water Plant Facilities. Corrective maintenance activities which are not part of the approved Operations Plan for the current fiscal year or for which there are insufficient funds within Maitland's Utility Fund to pay for, shall first be approved by Maitland.
- b) Maitland shall promptly act on any such request from Altamonte Springs for equipment, chemicals, laboratory analyses or materials in support of routine or preventative maintenance checks of the Water Plant Facilities and shall not unreasonably withhold such approval.

3.3 Maintenance and Repair Costs. Altamonte Springs shall coordinate and report to Maitland identified and projected maintenance expenditures. Reports and/or communications by Altamonte Springs will provide information on the vendor, amount, and reason for the identified or projected expenditures.

3.4 Capital Improvements.

- a) Altamonte Springs will provide input to Maitland in selecting capital improvements that will offer the best infrastructure investment return. Altamonte Springs will assist Maitland in formulating plans and strategies to address the most pressing issues for implementing its capital improvement plan. Implementation of these recommendations by Maitland, however, is not a condition of Altamonte Springs' performance under this Agreement. Review and approval of these capital expenditures shall remain the authority of Maitland.
- b) Altamonte Springs will record information on the frequency of equipment breakdown and repair costs to determine replacement needs. Parts of the Water Plant Facilities requiring upgrading or improvement will be identified and brought to the attention of Maitland.
- c) Altamonte Springs shall be informed by Maitland and therefore knowledgeable about Maitland's capital expenditure program for the Water Plant Facilities. Altamonte Springs will annually submit its recommendations regarding additions to or deletions from Maitland's scheduled program. Altamonte Springs will submit rationale for any changes or additions.
- d) Maitland shall be responsible for all capital improvements and maintenance related to the Water Plant Facilities' physical appearance, structures, and appurtenances, including without limitation, landscaping, building, pumps and other such equipment of the Water Plant Facilities in a condition that is acceptable to Altamonte Springs to ensure the safety of Altamonte Springs' employees.

3.5 Maintenance Management. Maitland shall institute a preventive maintenance program for equipment and facilities assigned to Altamonte Springs through this Agreement. Altamonte Springs shall generate work orders for Maitland based on maintenance checks and will help identify the need for the purchase of spare parts to prevent unnecessary down time for foreseeable Water Plant Facility failures. Maitland shall make arrangements and be responsible for the purchase of spare parts to prevent unnecessary down time.

3.6 Information Systems. Maitland will install computer hardware and software proven to be effective in management of the Water Plant Facilities. Specifically, a SCADA system compatible to Altamonte Springs' system shall be installed by Maitland within ninety (90) days of the effective date of this agreement. Altamonte Springs shall have immediate and complete access to the SCADA system for the Water Plant Facilities, as well as operations and maintenance databases, via an on-line terminal connection.

3.7 Odor, Noise, and Taste Control / Representations to the Public. Altamonte Springs will manage the Water Plant Facilities to Maitland's established standards, as may be modified from time to time, to minimize the generation of odors and through an ongoing odor and noise control program based on the facilities and infrastructure owned by Maitland. Maitland shall communicate and handle calls or inquiries from any individuals or community groups concerned with odors or noise. Altamonte Springs' personnel shall not be responsible to any individuals or community groups regarding odors, noise or water taste complaints, but shall provide input to Maitland regarding related operational and capital improvements, if and when required and/or necessary.

3.8 Emergency Response Plan. Maitland and Altamonte will maintain and implement, if necessary, Maitland's emergency response plan for the Water Plant Facilities which will be in compliance with applicable regulations. Maitland shall be responsible for supplying local police and fire departments with a copy of the Emergency Response Plan and shall further be responsible for extending invitations to fire department personnel for periodic tours of Water Plant Facilities, as required. Altamonte Springs shall respond promptly upon notification of an emergency. In the event of life, health, and property threatening emergencies, Altamonte Springs will notify and coordinate efforts with proper authorities.

3.9 Water System Vulnerability Assessment. Altamonte shall review Maitland's *Water System Vulnerability Assessment* report (June, 2004) prepared in response to the requirements of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 and Section 1433 of the Safe Drinking Water Act. Altamonte will perform its routine operation of the Water Plant Facilities in general accordance with Maitland's vulnerability assessment report and will assist Maitland in reducing or mitigating potential threats related to the Water Plant Facilities as identified in said report.

3.10 Changes in Water Plant Facilities Operations. In the event either Party is made aware of changes in the scope of the operation of the Water Plant Facilities that may occur including, but not limited to, changes in governmental (any agency having jurisdiction) regulations or reporting requirements, water quality standards, monitoring requirements, level of treatment, personnel qualifications, staffing rules, or changes in scope of services in this Agreement, the knowledgeable Party shall promptly make said changes known to the other Party.

4.0 Regulatory Compliance, Reporting and Communications

4.1 Regulatory Compliance.

- a) Altamonte Springs and Maitland shall comply with applicable state and federal rules, regulations or requirements now in force or which may later be in force, relating to, or arising from the operation and maintenance of the Water Plant Facilities. Altamonte Springs will handle day-to-day regulatory requirements and

contacts with regulatory authorities with respect to operating issues concerning the Water Plant Facilities. Altamonte Springs will review any inspection reports prepared by regulatory authorities that are provided to Maitland. Altamonte Springs will make recommendations to Maitland to either correct deficiencies identified in such inspection reports or assist Maitland in negotiating changes with the regulatory authorities.

- b) Altamonte Springs shall manage the routine operation and maintenance of the Water Plant Facilities to ensure the water quality produced at each water plant meets the applicable requirements established by the FDEP and the USEPA. If Maitland receives a Notice of Violation (NOV) or an intent to issue a NOV from any such agency or requirement, it shall notify Altamonte Springs of such NOV within 24 hours. Altamonte Springs shall collect samples for analysis by Maitland's contracted lab and will conduct required field sampling and testing, file such reports, and take all actions necessary to be in compliance with applicable state and federal laws and regulations. Maitland shall ensure Altamonte Springs has full access to laboratory test results and shall furnish to Altamonte Springs and, at Altamonte's request, other information, pertaining to the operation and maintenance of the Water Plant Facilities.

4.2 Monitoring and Reporting. Altamonte Springs will perform the necessary monitoring and gather the necessary information with collaboration from Maitland in order to prepare and submit state and federal reports, including reports to the FDEP, FDOH and SJRWMD, in a timely manner in accordance with established guidelines and issued permits. **Exhibit B** contains a list of anticipated monitoring and reports required by regulatory agencies. Other parameters may be added from time to time by the Parties.

4.3 Communication Procedures. Altamonte Springs and Maitland shall develop reporting and communications procedures satisfactory to the Parties. Altamonte Springs operations staff will be available to attend monthly meetings with representatives of Maitland as necessary and, upon request, have other Altamonte Springs representatives at such meetings. In addition, Altamonte Springs will submit reports to Maitland and regulatory agencies (as outlined in **Exhibit B**), in accordance with mutually established communications procedures. Altamonte Springs shall also report to Maitland on projection of capital needs as defined in Section 3.4. Altamonte Springs will be available to assist and/or represent Maitland with the relevant regulatory agencies and Maitland will be informed of all meetings, hearings and relevant information and will be entitled to participate in any of the above as they pertain to Water Plant Facilities operations.

4.4 Corrective Action. In the event the water production quality is not in compliance with regulatory requirements, Altamonte Springs will submit a report to Maitland outlining the proposed corrective action and a schedule for correction. Should a corrective action require a capital improvement, Maitland, upon its review and approval, shall be responsible for the capital improvements cost and its implementation.

4.5 Safety. Maitland shall administer a site-specific safety program to include training, record keeping, and safety meetings, all in conformance with the Maitland’s safety program for Water Plant Facilities, OSHA regulations, and any requirements of the State of Florida. Altamonte Springs shall provide recommendations to Maitland, and shall be included in all such meetings, as required to maintain compliance with regulatory requirements.

4.6 Fines. Maitland shall be responsible and liable for civil penalties or fines which may be imposed by the USEPA, EPA or any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized permit, court order, administrative order, law, statute, ordinance, etc. and shall hold Altamonte Springs harmless therefrom notwithstanding any act or omission by Altamonte Springs.

4.7 Records of Operation. Altamonte Springs shall maintain necessary and sufficient records of operation and maintenance activities to meet local, state, and federal requirements. Records maintenance will comply in all-material respects with applicable law and regulations. These records, capable of providing historical data and trends, will be the property of Maitland. Altamonte Springs will maintain these records at the Water Plant Facilities or electronically, available for use by authorized Maitland personnel.

5.0 Water Plant Facilities Management and Operation and Maintenance Staffing.

5.1 Operations Staffing by Altamonte Springs. Altamonte Springs staffing in support of its obligations for operation and maintenance shall include:

- a) Providing experienced and licensed water plant operators meeting the staffing requirements as mandated and/or modified from time to time by FDEP for the Water Plant Facilities.
- b) Managing all human resources functions for the recruitment, termination, and employee relations for the hiring of licensed operators. Altamonte Springs shall complete annual employee reviews on the Altamonte Springs’ workforce. Feedback from Maitland will be incorporated as appropriate.
- c) Altamonte Springs shall provide ongoing classroom and hands-on training for all water plant operators and personnel performing duties under this Agreement. Training will include, but not be limited to safety, Water Plant Facilities operations and maintenance, laboratory testing and chain of custody procedures, and reporting requirements.
- d) Altamonte Springs shall insure the Altamonte Springs’ workforce is available to provide emergency service 24 hours per day, 7 days per week.

5.2 Management Staffing by Maitland. Maitland staffing in support of its obligations for operation and maintenance shall include:

- a) Providing an experienced Utilities Superintendent, qualified in management, administrative, and technical areas of water plant operations, water treatment, process

control, water laboratory analysis, and maintenance procedures for water plant and equipment.

- b) The Utilities Superintendent will be Altamonte Spring's primary contact with Maitland for coordinating operations and maintenance activities.

6.0 Laboratory Management.

6.1 Laboratory Services. Maitland will maintain the services of a local laboratory facility for day-to-day testing. Altamonte Springs shall rely upon Maitland's contracted laboratory quality assurance program to establish the validity of test results. Altamonte Springs will be given full access to laboratory test results.

6.2 Chain of Custody and Sampling. Sample kits and chain of custody forms will be provided to Altamonte Springs by Maitland's contracted laboratory. Altamonte Springs will perform sample collection and return samples in accordance with the chain of custody to the contracted laboratory for analytical testing.

7.0 Water Plant Facilities Operation and Staffing Charges

- a) **Water Plant Facilities Operation Charges.** Charges for the Water Plant Facilities operation and staffing services performed by Altamonte Springs in support of its obligations as described within this Agreement shall be \$179,000 per year, paid in equal monthly installments.
- b) **Inflation Adjustment.** The Water Plant Operation Charges described in Section 7 a) above will be adjusted for inflation each year after the effective date of this Agreement based upon the prior twelve (12) month average Municipal Cost Index as published by the American City and County Magazine.
- c) **Payment.** Payment to Altamonte Springs for the Water Plant Facilities operation and staffing services shall be submitted and paid by Maitland on or before the first day of each month, in advance of the services being provided for the fiscal year. If any monthly payment remains unpaid on and after twenty-eight (28) days from the date such payment is due, a penalty of ten percent (10%) of the total amount due shall be imposed and be added to the amount due. If the payment due remains unpaid for a period of thirty-five (35) days from the date of the payment due date, Altamonte shall have the ability to seek remedies under Sections 10.6 Remedies and 10.8 Dispute Resolution.

8.0 Insurance Requirement.

Maitland shall add Altamonte Springs as an additional insured under its policy of liability insurance in an amount not less than five million dollars (\$5,000,000).

9.0 Term, Amendment, and Termination.

9.1 Term. The Term of this Agreement shall commence on the Effective Date and shall continue in full force until terminated or expiration. The initial term of this Agreement shall be ten (10) years. Thereafter, this Agreement shall be subject to renewal for successive ten (10) year renewal terms upon request of Maitland and approval of Altamonte Springs. Such request by Maitland shall be made not less than one (1) year prior to the then-current term.

9.2 Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the Parties hereto.

9.3 Termination. Should Maitland fail to implement recommendations as provided in Sections 3.0 and 4.0 herein and such recommendations shall make for the safe and proper operation of the Water Plant Facilities, then Altamonte Springs shall have the right to terminate this agreement and the services provided pursuant thereto upon a one (1) year notice to Maitland.

10.0 Miscellaneous

10.1 Existing Laws. Parties shall comply with applicable local, state, and federal laws and regulations as they pertain to the Water Plant Facilities.

10.2 No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for Altamonte Springs and Maitland shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

10.3 Liabilities Not Assumed. Each party to this Agreement hereby mutually covenants it shall not seek, from any other party to this Agreement, any indirect, incidental, consequential, special, punitive or exemplary damage or loss of any type, kind, or amount, related to any acts or omissions of the other party related to or arising out of this Agreement, except to the extent a party is covered by insurance that insured against such loss or damage. Each party reserves the right to seek direct damages for any breach of this Agreement by the other party.

10.4 Indemnification. Maitland shall indemnify and hold harmless Altamonte Springs from and against all claims, demands, disputes, damages, cost, expenses (to include attorney's fees), incurred by Altamonte Springs as a result, directly or indirectly, of Altamonte Springs' operation and maintenance of the Water Plant Facilities, except those claims or liabilities caused by or arising from the gross negligence of Altamonte Springs, or its employees or agents.

10.5 Force Majeure. In the event the performance of this Agreement by either Party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either Party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and sewer main breaks, neither party shall be liable for such non-performance.

10.6 Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in the county of the defendant to the action. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

10.7 Successors and Assigns. Altamonte Springs and Maitland each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither Altamonte Springs nor Maitland shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.

10.8 Dispute Resolution. The Parties shall utilize the following dispute resolution process to resolve billing or other disputes. All disputes shall be resolved first by negotiation between the Directors of the Altamonte Springs' Public Works and Utilities Department and Maitland's Public Works Department or their designees, then by non-binding mediation with a mutually agreed upon mediator with each Party responsible for their own costs and sharing the costs of the mediator. The Parties agree that, as to disputes related to billing only, this dispute resolution process meets the requirements of an alternative dispute resolution procedure set forth in Section 164.1041, Florida Statutes, and that, following completion of this dispute resolution process, either Party may resort to any available legal remedies it may have without completing the conflict resolution process set forth in Chapter 164, Florida Statutes.

10.9 Waiver. The failure of either Party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

10.10 Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

10.11 Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Altamonte Springs, shall be mailed or delivered at:

CITY OF ALTAMONTE SPRINGS
Attention: Director of Public Works and Utilities
225 Newburyport Avenue
Altamonte Springs, FL 32701

with a copy not to constitute notice to:

CITY OF ALTAMONTE SPRINGS
Attention: City Manager
225 Newburyport Avenue
Altamonte Springs, FL 32701

and, if to the City of Maitland, shall be mailed or delivered at:

CITY OF MAITLAND
Attention: Director of Public Works
1776 Independence Lane
Maitland, FL 32751

with a copy not to constitute notice to:

CITY OF MAITLAND
City Manager
1776 Independence Lane
Maitland, FL 32751

10.12 Entirety of Agreement. Altamonte Springs and Maitland agree this Agreement and any Exhibits hereto set forth the entire agreement between the Parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties.

10.13 Effective Date. This Agreement shall become effective upon approval by both Parties. The Effective Date of this Agreement shall be the date the later of the Board of City Commissioners of Altamonte Springs or Maitland approves the Agreement.

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