

Prepared by and Return to:

Orange County Utilities Department
9150 Curry Ford Road
Orlando, Florida 32825
Attn: Melissa Oliver

**FIRST AMENDMENT TO ORANGE COUNTY/SEMINOLE COUNTY
WHOLESALE WATER SERVICE AGREEMENT**

THIS FIRST AMENDMENT TO WHOLESALE WATER SERVICE AGREEMENT (the “Amendment”) is made and entered into as of the date of latest execution below (the “Effective Date”), by and between ORANGE COUNTY, a political subdivision of the State of Florida (“Orange”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801, and SEMINOLE COUNTY, a political subdivision of the State of Florida (“Seminole”), whose address is 1101 East 1st Street, Sanford, Florida 32771. In this Amendment, Orange and Seminole may be referred to individually as a “Party” or collectively as the “Parties”.

RECITALS

WHEREAS, Orange and Seminole entered into that certain Orange County/Seminole County Wholesale Water Service Agreement on March 25, 2025 (the “Original Agreement”) pursuant to which Orange agreed to provide wholesale potable water service to Seminole; and

WHEREAS, Orange and Seminole desire to amend the Original Agreement to provide that Orange may assess a monitoring fee in accordance with Orange’s Resolutions, regulations, policies, and procedures, as may be amended from time to time.

NOW, THEREFORE, in consideration of the recitals, mutual covenants, and agreements contained in this Amendment, and for other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS INCORPORATED. The foregoing recitals are true and correct, and are incorporated in and made a part of this Amendment by this reference.

SECTION 2. AMENDMENT TO PAYMENT. Section 3(ii) of the Original Agreement is hereby amended and restated to read as follows:

(ii) Wholesale Water User Charges. Orange shall provide potable water for use by Seminole in accordance with this Agreement for a volume charge of \$2.00 per 1,000 gallons and a fixed monthly customer charge of \$15.60 based upon a 1-inch meter. A monthly monitoring fee of \$27.04 will be assessed and billed to Seminole by Orange. Orange has the right to adjust the charge(s) from time to time. Upon the effective date of such change, Seminole shall pay the charge(s) as adjusted. Orange shall bill Seminole monthly based upon the number of gallons of

potable water that pass through the meter each month and for the monitoring fee, and will send monthly invoices to the following:

Seminole County Utilities Department
Attn: Business Office Manager
500 West Lake Mary Boulevard
Sanford, Florida 32773

Seminole shall pay for all potable water received from the transmission facilities at the above-mentioned rates and make payments to Orange within 30 days from the date of Orange's bill.

SECTION 3. RECORDATION. The Parties hereto agree that an executed copy of this Amendment will be recorded in the Official Records of Orange County at the expense of Orange and in the Official Records of Seminole County at the expense of Seminole.

SECTION 4. AGREEMENT IN FULL FORCE. Except as expressly modified herein, the Original Agreement remains intact, unchanged, and in full force and effect.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of execution below by their duly authorized representatives.

(SEAL)

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____

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

By: _____

Deputy Clerk

Print Name: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Jay Zembower, Chairman

Date: _____

For the use and reliance
Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution by the Board of
County Commissioners at its _____,
2025, regular meeting.

County Attorney