

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: March 7, 2022

RE: Peace River Project Interlocal Water Plant Consent Agreement

Attached for your consideration is a proposed Peace River Project Interlocal Water Plant Consent Agreement between the various member governments comprising the Polk Regional Water Cooperative (PRWC) and the City of Fort Meade. One of the alternative water supply projects being evaluated by the PRWC is the Peace River Land Use Transmission Project (the "Peace River Project"). The Peace River Project could potentially be located either within or in close proximity to the City of Fort Meade's exclusive Water Utility Service Area. Fort Meade is concerned that a permit issued for the Peace River Project by the Southwest Florida Water Management District (SWFWMD) could result in a reduction to its existing Consumptive Water Use Permit and is requesting that it be held harmless from such a possibility by any PRWC members that choose to participate in the Peace River Project.

The Charter Interlocal Agreement creating the PRWC established as one of its founding principles that the PRWC would not take any action that would adversely impact the existing water use permits of its member governments. As a result, the attached Agreement is consistent with the Charter Interlocal Agreement. Under the attached Agreement, the City of Fort Meade grants its consent for the PRWC to seek a permit for the Peace River Project in exchange for the agreement of the member governments to not take any action before SWFWMD that would result in the loss or reduction of Fort Meade's existing permitted water use allocation. In the event of such a loss or reduction, member governments choosing to participate in the Peace River Project would be obligated to replace Fort Meade's lost or reduced water allocation from one of the PRWC's alternative water supply projects in proportion to that member government's percentage allocation of water from the Peace River Project.

It is unlikely that the City of Lakeland will participate in the Peace River Project. However, the attached Agreement is consistent with the PRWC's Charter Interlocal Agreement and will facilitate the PRWC's continued evaluation of the Project. As a result, it is recommended that the City Commission approve the attached Peace River Project Interlocal Water Plant Consent Agreement and authorize the appropriate City officials to execute the Agreement.

Attachment

PEACE RIVER PROJECT INTERLOCAL WATER PLANT CONSENT AGREEMENT

THIS PEACE RIVER PROJECT INTERLOCAL WATER PLANT CONSENT AGREEMENT (the "Agreement") is made and entered into as of the Effective Date as hereinafter defined, by and among the Polk Regional Water Cooperative ("Cooperative"), whose address is 330 W. Church Street, Bartow, FL 33830, City of Auburndale whose address is P.O. Box 186, Auburndale, FL 33823, the City of Bartow whose address is P.O. Box 1069, Bartow, FL 33831, the City of Davenport whose address is P.O. Box 125, Davenport, FL 33836, the City of Eagle Lake whose address is P.O. Box 129, Eagle Lake, FL 33839, the City of Fort Meade, Florida, a Florida municipal corporation, whose address is P.O. Box 856, Fort Meade, FL 33841, the City of Frostproof whose address is P.O. Box 308, Frostproof, FL 33843, the City of Haines City whose address is 620 E. Main Street, Haines City, FL 33844, the City of Lake Alfred whose address is 120 E Pomelo Street, Lake Alfred, FL 33850, the City of Lakeland whose address is 228 S Massachusetts Ave., Lakeland, FL 33801, the City of Lake Wales whose address is P.O. Box 1320, Lake Wales, FL 33859, the City of Mulberry whose address is P.O. Box 707, Mulberry, FL 33860, Polk City, Florida, a Florida municipal corporation, (fka "City of Polk City") whose address is 123 Broadway Blvd SE, Polk City, FL 33868, the City of Winter Haven whose address is P.O. Box 2277, Winter Haven, FL 33883, the Town of Dundee whose address is P.O. Box 1000, Dundee, FL 33838, the Town of Lake Hamilton whose address is P.O. Box 126, Lake Hamilton, FL 33851 and Polk County ("Polk County"), a charter county and political subdivision of the State of Florida, whose address is P.O. Box 9005, Bartow, Florida 33831, individually also referred to as a "Party" and collectively referred to as the "Parties".

RECITALS

1. The parties entered into that Interlocal Agreement relating to the Establishment of the Polk Regional Water Cooperative effective June 1, 2016 (hereafter "Charter Interlocal Agreement.")
2. The purpose of the Charter Interlocal Agreement is to create and establish a separate legal entity, public agency and unit of special purpose local government, pursuant to §§ 163.01(7)(g) and 373.713, Florida Statutes, with all of the privileges, benefits, powers and terms provided in the Charter Interlocal Agreement and by law.
3. In its Preamble, the Charter Interlocal Agreement states that "The intent of the Cooperative is to support the right of the Member Governments to keep their existing permitted allocations and to advocate on behalf of the Member Governments with federal, state, regional or local authorities, including, but not limited to legislative bodies and executive agencies regarding matters within the scope of the responsibilities assigned to the Cooperative under this Interlocal Agreement."

4. Pursuant to § 1.04(K) of the Charter Interlocal Agreement, the Member Governments agreed that the Cooperative may not exercise any power granted under this Interlocal Agreement within the water service territory of a Member Government so as to interfere with said Member Government's existing water distribution and treatment facilities, existing consumptive use permits or existing water supplies, except with the consent of the Member Government.

5. Section 1.04(K) also provided that this provision is supplemental to and shall not be interpreted as limiting the restrictions placed on the Cooperative's exercise of power by Sections 1.04(J), 2.07(D), 2.11(E) and 2.11(F) of the Charter Interlocal Agreement.

6. The Preamble and §§ 1.04(J), 1.04(K), 2.01(B), 2.06(A)(35), and 2.06(D) contained in the Charter Interlocal Agreement provides that the Water Cooperative shall advocate and support on behalf of the Member Governments with federal, state, regional or local authorities, including, but not limited to legislative bodies and executive agencies regarding matters within the scope of the responsibilities assigned to the Cooperative under this Interlocal Agreement, including, but not limited to supporting the right of the Member Governments to keep their existing permitted allocations.

7. But for the obligation to refrain from entering the water service territories or interfere with existing water distribution and treatment facilities, existing water use permits, or existing water supplies, the City of Fort Meade would not have entered into the Charter Interlocal Agreement.

8. The Peace River/Land Use Transmission Project (hereafter "Peace River Project") is one of the Combined Projects identified in the Combined Projects Implementation Agreement.

9. Portions of the Peace River Project may be located in the City of Fort Meade's exclusive chapter 180 Utility Service Area for all water-related utilities created by Fort Meade Ordinance No. 00-26 ("Ordinance No. 00-26"), codified as §§ 24-3 and 24-4 of Article I, Chapter 24, City of Fort Meade City Code.

10. The City of Fort Meade has borrowed significant debt based upon the assumption and representation that its exclusive Utility Service Area shall remain free of other utilities.

11. As a condition of granting its consent to the permitting, construction and operation of the Peace River Project in its exclusive Utility Service Area, the Parties agree to the terms and conditions set forth in this Agreement.

12. The purpose of this Agreement is to protect the City of Fort Meade's rights with regards to the permitting, construction operation of the Peace River Project and to provide Fort Meade's consent to the permitting, construction and operation of the Peace River Project.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged, the Parties hereby agree, stipulate and covenant as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings, unless the context clearly requires otherwise:

1.1 “Agreement” means this Peace River Project Interlocal Water Plant Consent Agreement, as may be amended or restated from time to time.

1.2 “Charter Interlocal Agreement” means that Interlocal Agreement creating the Cooperative, with an effective date of June 1, 2016, including any amendments and supplements thereto.

1.3 “Combined Projects Implementation Agreement” means the Combined Projects Implementation Agreement with an effective date of May 1, 2017, including any amendments thereto.

1.4 “Cooperative” shall have the same meaning as in the Charter Interlocal Agreement. Pursuant to and in accordance with the Charter Interlocal Agreement, all powers, privileges, and duties vested in or imposed on the Cooperative with regards to the approval and implementation of the Project shall be exercised by the Project Board. Accordingly, references to the “Cooperative” within this Agreement pertaining to the exercise of such powers, privileges, and duties are understood as resulting from the Project Board’s exercise of such authority by and on behalf of the Polk Regional Water Cooperative. For purposes of this Agreement, the Cooperative acts through the Project Board for the Combined Projects Implementation Agreement.

1.5 “Director” shall have the same meaning as in the Charter Interlocal Agreement. For purposes of this Agreement, Directors shall be Directors and/or alternates appointed by the Combined Projects Implementation Agreement Project Participants.

1.6 “District” means the Southwest Florida Water Management District.

1.7 “Effective Date” means the date the Agreement takes legal effect as specified in Section 5.

1.8 “Project Board” shall have the same meaning as in the Charter Interlocal Agreement. The Project Board for the Peace River Project will consist of

Directors and/or alternates appointed by the Project Participants to the Combined Projects Implementation Agreement.

1.9 “Project Permits” means all permits, licenses or other third-party approvals necessary or convenient for the acquisition, construction, management or operation of the Peace River Project.

SECTION 2. PURPOSE OF THE AGREEMENT; EFFECT UPON OTHER AGREEMENTS. This Agreement governs the terms and conditions applicable to the City of Fort Meade’s grant of consent to the permitting and construction of the Peace River Project in the City of Fort Meade’s exclusive Utility Service Area. While the Parties to this Agreement have not yet decided to implement the Peace River Project, the terms and conditions of this Agreement shall govern over conflicting terms and conditions of the Combined Project Implementation Agreement with regards to the Peace River Project. Any other agreement between some or all of the Parties not specifically referenced herein is not intended to be changed or affected by this Agreement. Additionally, nothing in this Agreement is intended to change any existing agreement, permit and/or other similar administrative matters between the District and any Party.

SECTION 3. CONSTRUCTION OF TERMS. Terms defined in a given number, tense or form shall have the corresponding meaning when used in this Agreement with initial capitals in another number, tense or form. References containing terms such as “hereof,” “herein,” “hereto,” “hereinafter” and other terms of like import are not limited in applicability to the specific provision within which such references are set forth, but instead refer to this Agreement taken as a whole. “Includes” or “including” shall not be deemed limited to the specific enumeration of items, but shall be deemed without limitation. The term “or” is not exclusive. The headings contained in this Agreement are solely for the convenience of the Parties. Accounting terms used but not defined herein have the meanings given to them under generally accepted accounting principles in the United States of America consistently applied throughout the specified period and in the immediately comparable period.

SECTION 4. REPRESENTATIONS OF THE PARTIES. As of the Effective Date, each Party makes the following representations (no representation is made by any Party for another Party):

4.1 Status of the Parties. The Parties are each duly organized, validly existing and in good standing under the laws of the State of Florida and are each duly qualified and authorized to satisfy their responsibilities pursuant to this Agreement.

4.2 Authority to Enter Agreement. The Parties each have the power, authority and legal right to enter into and perform the obligations set forth in this Agreement, and the execution and delivery and performance hereof by the Parties: (1) has been duly authorized by the governing authority of each of the Parties; (2) does not require any consent or referendum of the voters; and, (3) does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon,

the assets of the Parties under any agreement or instrument to which the Parties and their assets may be bound or affected, except as otherwise provided herein.

4.3 Validity of the Contract. This Agreement has been duly entered into and delivered by the Parties as of the Effective Date, constitutes a legal, valid and binding obligation of the Parties, fully enforceable in accordance with its terms, except to the extent that the enforceability of this Agreement may be limited by any applicable bankruptcy, moratorium, reorganization or other similar laws affecting creditor's rights generally, or by the exercise of judicial discretion in accordance with general principles of equity.

4.4 Pending Litigation. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending against any Party, wherein an unfavorable decision, ruling or finding would materially and adversely affect the performance by any Party of their obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of the Agreement.

SECTION 5. TERM AND TERMINATION. The term of this Agreement shall begin on the Effective Date and remain in effect, unless terminated by written agreement of all the Parties.

SECTION 6. CONSENT TO FILE PERMITS, DESIGN & CONSTRUCT PEACE RIVER PROJECT. In the event the Peace River Project is ultimately located within the City of Fort Meade's exclusive Utility Service Area, and an application for a consumptive/water use permit is filed with the District by the Cooperative and/or other Parties to pursue the Peace River Project, pursuant to § 180.06, Florida Statutes, the City of Fort Meade hereby grants its consent to the Cooperative acting through the Project Board to apply for and obtain all required Project Permits for the Peace River Project and, to design, construct, maintain and operate the Peace River Project (hereafter "City Consent") subject to the following terms and conditions, which shall become obligations of the Parties once the application for a consumptive/water use permit is filed:

6.1 The Parties hereby covenant and agree that they shall take no direct action in any regulatory or enforcement proceeding before the District that will result in the loss or reduction of the City of Fort Meade's permitted water use allocation of 759,500 gallons per day, annual average, 1,169,600 gallons per day, peak month and 759,500 gallons per day, drought annual average (hereinafter "Fort Meade Permitted Allocation") authorized by Water Use Permit No. 20 000645.008 dated April 10, 2014 (hereafter "Fort Meade Water Use Permit").

6.2. The Parties shall not interfere with Fort Meade's Water Use Permit or Fort Meade's lawful use of its existing water, wastewater, or reclaimed water facilities, except as may otherwise be consented to in writing by Fort Meade under this Agreement or some other contract.

6.3 The Parties shall not include, list, or seek, either verbally or in writing, any portion of the City of Fort Meade's exclusive Utility Service Area as being a part of the need or to be served in any retail capacity by the Peace Project in any application for a Project Permit, including but not limited to the water use permit/allocation applicable to the Peace River Project, nor shall they serve or offer to provide any retail water service within the City of Fort Meade's exclusive Utility Service Area.

6.4 In seeking to obtain any consumptive/water use permit for the Peace River Project, the Cooperative and permit applicants shall have an affirmative duty to seek to include a condition that specifies that the said permitted water use is not and does not and will not be used as a substitute for the Fort Meade Permitted Allocation by requesting the same in correspondence with the District.

6.5 The Parties shall cooperate with each other and no Party to this Agreement shall interfere with the ability of the Cooperative acting through the Project Board to obtain, maintain and comply with any Project Permits so long as that Project Permit does not interfere with the Fort Meade Water Use Permit.

6.6 No Party to this Agreement shall purposefully submit information to a regulatory agency that conflicts with information submitted by the Cooperative acting through the Project Board in support of any application for a Project Permit for the Peace River Project, unless the Project Permit directly threatens an existing legal right of a Peace River Project Participant to use the water resources of the state, in existence prior to the date of the Project Permit.

6.7 No Party to this Agreement shall legally challenge or support any legal challenge against any proposed or final agency action or any legal instrument with regard to the Peace River Project Permit sought by the Cooperative acting through the Project Board, unless the proposed Project Permit directly threatens an existing legal right of a Peace River Project Participant to use the water resources of the state, in existence prior to the date of the application for the Project Permit.

6.8 A Member Government of the Cooperative that is not a Party to this Agreement, or that is a Party but is not a Peace River Project Participant, is not responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for compliance with the terms and conditions of any Project Permits nor shall it be liable or responsible, either directly or indirectly, for any fines, penalties or damages associated with any Project Permits.

6.9 Should the District reduce or terminate the Fort Meade Permitted Allocation as the direct result of the permitting, construction or operation of the Peace River Project, after the conclusion of all legal proceedings, including but not limited to exhaustion of all reasonable and ethically justifiable appeals, then only those Parties that are Peace River Project Participants shall be responsible for the costs of replacing any such reduced or terminated Fort Meade Permitted Allocation from one of the Alternative

Water Supply Projects implemented by the Cooperative, which shall be in proportion to the capacity each such Party purchases or obtains the right to use. However, should the District reduce or terminate the Fort Meade Permitted Allocation as a result of environmental harm, or as a result of an enforcement action unrelated to the permitting, construction or operation of the Peace River Project, then the Parties shall not be responsible for the costs of replacing any such reduced or terminated Fort Meade Permitted Allocation.

SECTION 7. DISPUTE RESOLUTION. If there is a dispute between two or more Parties arising out of or related to this Agreement which cannot be resolved, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, before proceeding to the default and remedy provisions of this Agreement in Section 8, the affected Parties (“Mediating Parties”) shall attempt to resolve the dispute by non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to all Mediating Parties who has experience in mediating disputes of a similar nature. The Mediating Parties will use a procedure agreeable to those Parties and the mediator. The Mediating Parties will mediate in good faith, and will be bound by any resulting mediation agreement that is approved by the governing body for each Party, equally share the costs of mediation and timely pay same. Mediation will commence within thirty (30) days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute pursuant to Section 8 until (a) the mediator has declared the Mediating Parties are at an impasse, or (b) one or all Mediating Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

SECTION 8. DEFAULT AND REMEDY. If any Party fails to observe, comply with, perform or maintain in any material way any term, covenant, condition, duty, obligation, representation or warranty contained or arising under this Agreement, such action shall constitute a default and the other Parties may seek remedies set forth herein, if that default is not timely cured within thirty (30) days, unless such default is capable of being cured within thirty (30) day, in which case the Party must cure the default as soon as practicable. Recognizing the Project Participants’ paramount need for a safe and dependable water supply, the Parties agree that the exclusive remedy for default under this Agreement shall be for the non-defaulting Parties to individually or jointly seek specific performance arising from such default.

SECTION 9. SOVEREIGN IMMUNITY AND INDEMNIFICATION. The Parties intend to avail themselves of the benefits of Section 768.28, Florida Statutes, and any other statute and common law governing sovereign immunity to the fullest extent possible and nothing herein shall be construed as a waiver of sovereign immunity by these Parties. Additionally, Parties other than the Cooperative are not jointly or severally liable for any torts attributable to the Cooperative and only the Cooperative shall be liable for torts attributable to it or for the torts of its officers, agents, attorneys or employees under this

Agreement, and then only to the extent of the waiver of sovereign immunity or limitation specified in Section 768.28, Florida Statutes, regardless of whether such claims are grounded in contract, statute, tort, negligence, product liability, strict liability, or otherwise. Finally, the Cooperative agrees to indemnify and hold the other Parties harmless from any injury that the Cooperative, the Project Board or its officers, agents, attorneys, employees or invitees sustain while carrying out the Cooperative's obligations under this Agreement.

SECTION 10. APPLICABLE LAW, VENUE AND WAIVER OF JURY TRIAL.

This Agreement and the rights and obligations of the Parties are to be governed by, construed and interpreted in accordance with the laws of the State of Florida. In the event of any legal proceeding arising under this Agreement, the exclusive venue for such proceeding shall be either in a State court of competent jurisdiction located in Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division. In any such legal proceeding, the Parties hereby consent to trial by the court and waive the right to a jury trial as to any issues that are triable before a jury.

SECTION 11. NOTICES.

11.1 All notices provided for in this Agreement must be in writing and shall be sufficient and deemed to be given when sent by certified mail or registered mail, return receipt requested. A copy shall also be sent to the Party by email. All notices shall be delivered or sent to the Parties at their respective addresses shown in the Combined Projects Implementation Agreement.

11.2 All notices shall also be sent to the Project Board.

11.3 Any Party, may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or facsimile transmission) or three (3) days after the date mailed.

SECTION 12. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue to or for the benefit of anyone that is not a Party hereto. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give any person or entity, other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties.

SECTION 13. AMENDMENT. The Agreement may only be amended in writing executed by all the Parties.

SECTION 14. WAIVER. No failure by a Party to exercise any right, power or privilege under this Agreement is a waiver of that or any other right, power or privilege under this Agreement, except as otherwise expressly set forth in the Agreement.

SECTION 15. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted, and shall not invalidate the remaining provisions. However, if the deleted language is considered a key provision of the Agreement, the Parties must agree to a substitute provision that will accomplish the intent of the Parties. If the Parties cannot agree to a substitute provision within ninety (90) days of the determination by the court, then the Agreement shall be deemed terminated.

SECTION 16. ENTIRE AGREEMENT. This Agreement, including Exhibits, constitutes the entire contract among the Parties pertaining to the subject matter hereof, and there are no warranties, representations or other agreements in connection with the subject matter hereof, except as specifically set forth herein.

SECTION 17. EXECUTION OF DOCUMENTS. This Agreement shall be executed in multiple duplicate copies, any of which shall be regarded for all purposes as an original and all of which shall constitute one and the same instrument.

SECTION 18. AMBIGUITY. The Parties agree that each has played an equal part in negotiation and drafting of this Agreement, and in the event ambiguity should be asserted or realized in the interpretation or construction of this Agreement, the result of such ambiguity shall be equally assumed and realized by each Party.

SECTION 19. RELATIONSHIP OF THE PARTIES. Nothing herein shall make any Party a partner or joint venturer or create any fiduciary relationship among the Parties.

SECTION 20. GOOD FAITH. The Parties hereto agree to exercise good faith and fair dealings in respect to all matters relating to this Agreement.

SECTION 21. FURTHER ASSURANCES. The Parties shall use all reasonable efforts to provide such information, execute such further instruments and documents and take actions as may be reasonably requested by another Party and not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement to carry out the intent of this Agreement.

SECTION 22. PUBLIC RECORDS. Should any Party assert any exemption to, or inapplicability of, the requirements of Chapter 119 and related statutes, the burden and cost of establishing such an assertion, by way of injunctive or other relief as provided by law, shall be upon that Party. The Parties shall allow public access to all Project documents and materials that are subject to the requirements of Chapter 119, Florida Statutes or claim that a document does not constitute a public record, the burden of establishing such an exemption or excluding a document as a public record, by way of

injunctive or other relief as provided by law, shall be upon the Party asserting the exemption or the claim that a document does not constitute a public record. Additionally, nothing in this Agreement shall be construed nor is intended to, expand the scope of Chapter 119, Florida Statutes or make into a public record a document that is not a public record under the applicable law.

SECTION 23. NON-PARTICIPATING MEMBER GOVERNMENTS. This Agreement is not binding upon and cannot negatively affect a Member Government, who is not a Party to the Agreement nor shall a Member Government, who is not a Party to the Agreement, incur any liability under this Agreement solely by virtue of being a Member Government of the Cooperative.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into as of the Effective Date:

CITY COMMISSION OF THE
CITY OF AUBURNDALE, FLORIDA

By: _____
Timothy J. Pospichal, Mayor

Date: _____

ATTEST:

By: _____
Shirley Lowrance, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fredrick J. Murphy, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF BARTOW, FLORIDA

By: _____
Scott Sjoblom Coler, Mayor

Date: _____

ATTEST:

By: _____
Jacqueline Poole, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Sean Parker, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF DAVENPORT, FLORIDA

By: _____
H. B. Robinson, III, Mayor

Date: _____

ATTEST:

By: _____
Rachel Castillo, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Thomas A. Cloud, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

By: _____
Cory Coler, Mayor

Date: _____

ATTEST:

By: _____
Dawn Wright, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Jeffrey Dawson, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF FORT MEADE, FLORIDA

By: _____
Samuel Berrien, Mayor

Date: _____

ATTEST:

By: _____
Melissa Cannon, Deputy City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Thomas A. Cloud, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF FROSTPROOF, FLORIDA

By: _____
Jon Albert, Mayor

Date: _____

ATTEST:

By: _____
Audrey Figel, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Albert C. Galloway, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF HAINES CITY, FLORIDA

By: _____
Morris L. West, Mayor

Date: _____

ATTEST:

By: _____
Erica Anderson, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Reilly, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____
Nancy Z. Daley, Mayor

Date: _____

ATTEST:

By: _____
Linda Bourgeois, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKE WALES, FLORIDA

By: _____
Eugene L. Fultz, Mayor

Date: _____

ATTEST:

By: _____
Jennifer Nanek, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Albert C. Galloway, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF LAKELAND, FLORIDA

By: _____
H. William Mutz, Mayor

Date: _____

ATTEST:

By: _____
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Palmer Davis, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF MULBERRY, FLORIDA

By: _____
George H. Hatch, Mayor

Date: _____

ATTEST:

By: _____
Sharon Lauther, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

POLK CITY, FLORIDA, a Florida Municipal Corporation

By: _____
Joseph LaCascia, Mayor

Date: _____

ATTEST:

By: _____
Patricia R. Jackson, City Clerk

APPROVED AS TO FORM & LEGALITY:

Thomas A. Cloud, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____
Bradley T. Dantzler, Mayor

Date: _____

ATTEST:

By: _____
Vanessa Castillo, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

By: _____
Samuel Pennant, Mayor

Date: _____

ATTEST:

By: _____
Jenn Garcia, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. Murphy, Town Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

TOWN COMMISSION OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By: _____
Michael Kehoe, Mayor

Date: _____

ATTEST:

By: _____
Brittney Sandovalsoto, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Jeffrey Dawson, Town Attorney

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

ATTEST:
of

POLK COUNTY, a political subdivision
The State of Florida
as a Project Participant.

Stacy M. Butterfield
Clerk to the Board of County Commissioners

By:

By: _____
Deputy Clerk

W.C. Braswell, Chair
Board of County Commissioners

Dated and signed by the Chairman: _____

Reviewed as to form and legal sufficiency:

County Attorney's Office

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and entered into as of the Effective Date.

POLK REGIONAL WATER COOPERATIVE

By: _____
George Lindsey, Vice-Chair

Date: _____

ATTEST:

By: _____
H. William Mutz, Secretary/Treasurer

APPROVED AS TO FORM AND CORRECTNESS:

Edward P. de la Parte, Jr., Legal Counsel