

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF CLERMONT;
THE CITY OF GROVELAND; THE CITY OF MINNEOLA,
AND UTILITIES, INC OF FLORIDA
FOR REGIONAL WATER SUPPLY PLANNING AND STRATEGIES**

THIS AGREEMENT is made and entered into by the City of Clermont, the City of Groveland, the City of Minneola, all municipal corporations organized under the laws of Florida and Utilities Inc. of Florida, a Florida corporation (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties hereto, have determined that it is in the best interest to take a collaborative approach to resolving collective current and future water resource demands in South Lake County; and

WHEREAS, the Parties hereto wish to create a fact-finding committee for purposes of exploring and identifying cost effective and sustainable water resource systems for South Lake County through collaborative efforts and resource sharing among the parties, and through those efforts, to decrease the region's dependency on groundwater withdrawals and protect the Florida Aquifer.

NOW, THEREFORE, in consideration of the foregoing recitals, promises and mutual covenants contained herein, the parties hereto agree as follows:

- 1) **Recitals.** The foregoing recitals are true and correct and incorporated herein.
- 2) **Purpose.** The purpose of this Agreement is to create a committee for purposes of exploring, investigating and identifying projects that promote non-traditional/alternative water supplies and develop impact mitigation strategies to assist the parties in meeting their public water supply demands in South Lake County. The committee shall be known as the South Lake Regional Technical Advisory Committee (SLRTAC).
- 3) **Members.** Each party shall designate a staff member and an alternate to serve on the SLRTAC. Each party shall provide, in writing, the names, addresses, phone numbers, fax numbers, and e-mail addresses of its representatives to the other parties. Nothing herein or any action taken by this collaborative committee shall create or be deemed or interpreted to create any partnership, JV, or any other legal theory or claim that would render any party responsible for any actions taken or not taken or costs incurred or damages or liabilities arising from any action or omission by another party to this Agreement.
- 4) **Meetings.** SLRTAC shall hold regular scheduled meetings, no less than quarterly, at a time and place to be designated. At its first meeting and annually thereafter, SLRTAC shall elect from its members a Chairman and Vice Chairman for one-year terms. The Chairman position shall rotate annually and shall be held by each of the parties’ representative before any party’s representative can be elected to a second term.

- 5) **Advisory Fact Finding Committee.** Consistent with the established purpose of SLRTAC each party is encouraged to assign staff members to the committee who have an operational knowledge of and familiarity with their utility systems. The committee will have the limited authority to meet, identify, discuss, and review possible projects including, but not limited to, exploring, investigating, developing and planning, strategies for projects which advance and promote regional cooperative projects and other water resource initiatives. SLRTAC shall have no final decision making or binding authority with regard to the entities that are a party hereto. Each committee member will be responsible for reporting and presenting to his or her respective governing body or President on a regular and as needed basis, the activities and projects considered, explored, investigated and/or developed by SLRTAC. No action of SLRTAC shall be deemed final or binding in any manner on the parties until such time, if at all, the action is approved by the respective governing body or President of the respective party to which it would apply.
- 6) **Potential Projects.** The Parties agree that SLRTAC will work collectively to explore and develop regional water supply projects, alternative water supply, mitigation strategies and infrastructure interconnects and needs. Potential projects listed below are not meant to exclude additional or more cost effective options:
- a) South Lake County Lower Floridan Aquifer Water Facilities – Distributed Model.
 - b) Additional Reclaimed Water to address Minimum Flows and Levels – Project Renew, Conserv II, other.
 - c) Shifting existing Upper Floridan Aquifer Wells to Lower Floridan Aquifer Wells.
 - d) Mitigation strategies to address Apsawa minimum flows and levels. - RIBs, stormwater diversion, etc.
 - e) A shared regional monitoring plan.
 - f) Alternative water supply elements that will be coordinated between the Parties to preclude competition and duplication.
 - g) Development of coordinated and consistent water conservation goals, plans, and elements. This Agreement does not obligate any of the Parties to share the cost (or to incur the cost) of hiring counsel, experts, or consultants in response to any challenges or denials.
- 7) **Non-Assignability.** This Agreement may not be assigned or otherwise transferred without the express written consent of all parties, except that UIF, may assign its obligations under this agreement to any wholly owned subsidiary of Corix Regulated Utilities (US), Inc. (f/k/a Utilities, Inc.), an Illinois corporation, without consent of the other parties.
- 8) **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties pertaining to the formation of SLRTAC, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether oral or written, and there are no warranties, representations or other agreements among the Parties in connection with the subject matter hereof, except as specifically set forth herein. This Agreement does not supplant, supersede, modify or amend any existing agreements. This Agreement does not supplant, supersede, modify or amend any applicable requirements of statutes or rules.

- 9) **Effective Date.** This Agreement shall become effective on the last date of formal execution by the Parties.
- 10) **Written Notice of Termination.** Any party of the Agreement may terminate their participation in this Agreement without cause by providing written notice to the other parties sixty (60) days prior to termination. The agreement shall remain in place for the remaining parties.
- 11) **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

CITY OF CLERMONT

Clermont City Manager
685 W. Montrose St., 3rd Floor
Clermont, FL 34711

CITY OF MINNEOLA

Minneola City Manager
800 N. U.S. Hwy. 27
Minneola, FL 34715

CITY OF GROVELAND

Groveland City Manager
156 South Lake Ave.
Groveland, FL 34736

UTILITIES, INC OF FLORIDA

President
200 Weathersfield Avenue
Altamonte Springs, FL 32714

- 12) **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.
- 13) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions so long as the Parties' material objectives can be implanted with the remaining provisions.
- 14) **Modification.** No modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS HERETO, the Parties to this Agreement, by their signatures, have caused this Agreement and all its parts to be fully executed as of the dates set forth below.

~~IN WITNESS HERETO, the Parties to this Agreement, by their signatures, have caused this Agreement and all its parts to be fully executed as of the dates set forth below.~~

~~CITY OF GROVELAND~~

~~Evelyn Wilson
Evelyn Wilson, Mayor
This 3rd day of February, 2019~~

~~Attest:~~

~~Virginia Wright
Virginia Wright, City Clerk~~

~~Approved as to form and legality:~~

~~Anita Geraci-Carver
Anita Geraci-Carver, City Attorney~~

CITY OF CLERMONT

Gail Ash
Gail Ash, Mayor
This 25 day of February, 2020

Attest:

Tracy Ackroyd
Tracy Ackroyd, City Clerk

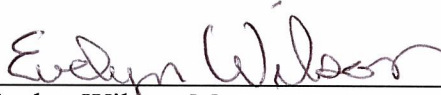
Approved as to form and legality:

Daniel F. Mantzaris
Daniel F. Mantzaris, City Attorney

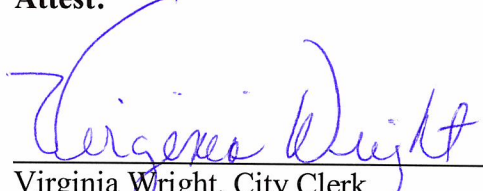
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CITY OF GROVELAND

Attest:



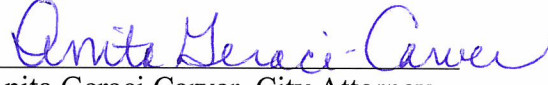
Evelyn Wilson, Mayor



Virginia Wright, City Clerk

This 18th day of February, 2020

Approved as to form and legality:



Anita Geraci Carver, City Attorney

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CITY OF MINNEOLA

Attest:



Pat Kelley, Mayor

Barbara Hollerand, City Clerk

This 18th day of February, 2020

Approved as to form and legality:

Scott Gerken, City Attorney

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UTILITIES INC. OF FLORIDA

Witness:

Gary Rudkin
Gary Rudkin, President

Bryan K. Gongre
Witness Signature

Bryan K. Gongre
Witness Printed Name

This 28th day of February, 2020

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