

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GROVELAND; THE CITY OF MINNEOLA; THE CITY OF
CLERMONT; THE CITY OF MASCOTTE
AND SUNSHINE WATER SERVICES COMPANY (f/k/a UTILITIES, INC. OF
FLORIDA)
FOR RETENTION OF OVERSIGHT CONSULTANT**

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

RECITALS

WHEREAS, the St. Johns River Water Management District, the South Florida Water Management District and the Southwest Water Management District are studying whether the Florida Aquifer system is reaching its sustainable limits of use and exploring the need to develop alternative and supplemental sources of water through a collaborative effort called the Central Florida Water Initiative (CFWI); and

WHEREAS, the Cities of Groveland, Minneola, Mascotte, and Clermont as well as Sunshine Water Services Company (SWSC) have been participating in the South Lake Regional Technical Advisory Committee (SLRTAC) which fosters a cooperative approach to resolving south Lake County’s collective current and future water resource demands; and

WHEREAS, the Parties hereto, have determined that it is in the best interest to take a collaborative approach 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 for the Parties to pool resources in order to procure the services of a consultant (the “Oversight Consultant”) to oversee the meetings and efforts of the South Lake Regional Technical Advisory Committee (SLRTAC) including 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 and to perform the Scope of Services set forth in Exhibit “A”, attached hereto and incorporated herein.
- 3) **Retention and Funding of an Oversight Consultant**. The Parties hereby appoint the City of Groveland to procure and retain the services of an Oversight Consultant to fulfill the Scope of Services contained in Exhibit “A” attached hereto and incorporated herein. The selection of the Oversight Consultant shall be subject to approval by the party representatives listed in the Notice section of this Agreement.

- a) **Cost of Services and Funding.** The cost of services for the Oversight Consultant is estimated at approximately thirty thousand dollars (\$30,000) per year. Each party shall pay its equal share, estimated to be six thousand dollars (\$6,000), annually toward the cost of the Oversight Consultant. Each party agrees to pay its applicable share as provided in this Agreement.
- b) **Retention of Oversight Consultant.**
 - i) The City of Groveland shall negotiate an agreement with the selected Oversight Consultant to perform the tasks and services included in the Scope of Services described in Exhibit "A". The agreement shall include provisions that the Oversight Consultant shall submit invoices for payment no more frequently than once every thirty (30) days during the term of the agreement. Upon approval of an agreement between the City of Groveland and the Oversight Consultant, the City of Groveland shall provide written notice of the same to the Parties. Within thirty (30) days of the receipt of notice from the City of Groveland, each party shall make a one-time, lump sum payment to the City of Groveland in their allotted amount of the estimated cost set forth above, for the City of Groveland to draw upon after contributing its allotted amount, in compensating the Oversight Consultant for service.
 - ii) If the City of Groveland wishes to terminate its contract with the Oversight Consultant, prior to such action, the City of Groveland shall obtain approval of the proposed termination from a majority of the Parties to this agreement. Except for termination for cause, the Parties agree that the Oversight Consultant shall be paid for work completed and accepted by the City of Groveland prior to termination.
 - iii) In the event the term of this Agreement is extended as provided in paragraph 4 of this Agreement, for each annual extension period, and within thirty (30) days of the receipt of notice from the City of Groveland, each party shall make a one-time, lump sum payment to the City of Groveland in their allotted amount of the estimated cost for the then impending year which shall be used by the City of Groveland to draw upon after contributing its allotted amount in compensating the Oversight Consultant for service.
- 4) **Term of Agreement.** This Agreement shall become effective upon execution of all Parties and shall continue for a period of twelve (12) months, unless terminated as provided in Section 5. The term may be extended annually by mutual written consent of the Parties for up to 5 years.
- 5) **Termination.**
 - a) Any party to this Agreement may terminate its participation in the Agreement without cause by providing written notice to the other Parties no less than sixty (60) days prior to termination. A party who terminates shall not be entitled to a refund of any funds paid. The Agreement shall remain in place for the remaining Parties.
 - b) Additionally, upon the mutual agreement of all Parties, the Parties shall have the right to terminate this Agreement, for any reason. The effective date of the termination shall be on

the date the written termination is last signed by a party. Upon such termination the City of Groveland shall immediately notify the Oversight Consultant. In the event of termination which is not due to a default by Oversight Consultant, the Parties agree the Oversight Consultant shall be paid for work completed prior to termination.

6) **Non-Assignability.** This Agreement may not be assigned 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.

7) **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties pertaining to the retention of an Oversight Consultant for the 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.

8) **Effective Date.** This Agreement shall become effective on the last date of formal execution by the Parties.

9) **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

**SUNSHINE WATER SERVICES
COMPANY**
President
200 Weathersfield Avenue
Altamonte Springs, FL 32714

CITY OF MASCOTTE
Mascotte City Manager
100 E Myers Blvd
Mascotte, FL 34753

10) **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.


11) **Modification**. No modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed by all Parties with the same formality and of equal dignity herewith.

12) **Public Records**. Each party understands and acknowledges Florida's public records law and shall comply as required by the provisions of Section 119.0701, Florida Statutes.


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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, Mayor
This 21st day of June, 2022

Attest:


Virginia Wright, City Clerk

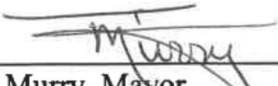
Approved as to form and legality:


Anita Geraci Carver, City Attorney


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CITY OF CLERMONT

Attest:

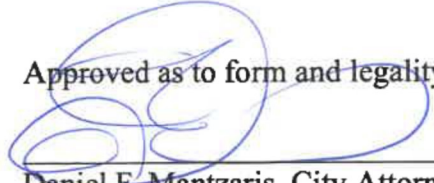


Tim Murry, Mayor
This 14 day of June, 2022



Tracy Ackroyd, City Clerk

Approved as to form and legality:



Daniel F. Mantzaris, City Attorney

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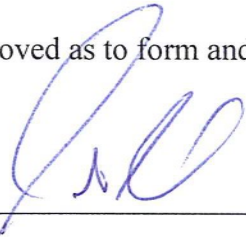
CITY OF MINNEOLA



Pat Kelley, Mayor

This 17 day of may, 2022

Approved as to form and legality:



Scott Gerken, City Attorney

Attest:



Kristine Thompson, City Clerk



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SUNSHINE WATER SERVICES COMPANY

Gary Rudkin

Gary Rudkin, President

This 13 day of May, 2022

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CITY OF MASCOTTE

Steven Sheffield

Steven Sheffield, Mayor

This 7 day of June, 2022

Attest:

Stephanie Abrams

Stephanie Abrams, City Clerk

Approved as to form and legality:

Andrew J. Hand

Andrew J. Hand, City Attorney



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