

RESOLUTION 2017-03

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LAKE WALES THE COMBINED PROJECTS IMPLEMENTATION AGREEMENT, AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAKE WALES AND THE POLK REGIONAL WATER COOPERATIVE.

WHEREAS, the City of Lake Wales, Polk County is a member of the Polk Regional Water Cooperative (the "PRWC") a separate legal entity, public agency and unit of special purpose local government established to develop Alternative Water Supplies for its members; and


WHEREAS, the PRWC desires to move forward with the development of three possible Alternative Water Supply Projects for its members who desire to participate in one or more of these projects; and

WHEREAS, the City of Lake Wales desires to participate in one or more of these projects by entering into a Combined Projects Implementation Agreement with the PRWC.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of Lake Wales, that:

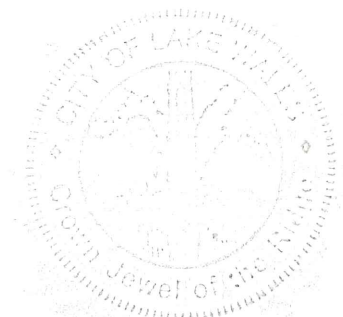
1. The City Commission approves entering into a Combined Projects Implementation Agreement with the Polk Regional Water Cooperative and other Municipalities within the county for the purpose of initiating Phase 1 of the proposed projects, and
2. The Mayor is hereby authorized to execute the above referenced Interlocal Agreement on behalf of the City of Lake Wales.

THIS RESOLUTION INTRODUCED AND PASSED by the City Commission of the City of Lake Wales, Polk County, Florida at its regular meeting on February 7, 2017.


Mayor/Commissioner, City of Lake Wales

ATTEST:


City Clerk Clara VanBlargan, MMC



COMBINED PROJECTS IMPLEMENTATION AGREEMENT

THIS COMBINED PROJECTS IMPLEMENTATION 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 and the 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 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, the 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.”

THE PURPOSE of this Agreement is to implement the Combined Projects, all of which are Approved Water Projects of the Cooperative, pursuant to the Interlocal Agreement Relating to the Establishment of the Polk Regional Water Cooperative (“Interlocal Agreement”) and Sections 163.01 and 373.713, Florida Statutes.

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 and the Parties hereby agree, stipulate and covenant as follows:

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

“Agreement” means this Combined Projects Implementation Agreement, as may be amended or restated from time to time.

“Alternative Water Supply” or **“AWS”** shall have the same meaning as in the Interlocal Agreement.

“Approved Water Project” shall have the same meaning as in the Interlocal Agreement.

“Base Rate Charge” means for any Fiscal Year, that component of the Water Charge computed according to Section 11.3.1.

“Board of Directors” shall have the same meaning as in the Interlocal Agreement.

“Capital Cost” means fixed, one-time expenses incurred for the acquisition of real property, tangible property and intangible property, the construction of tangible personal property and other expenditures required for the production of water and other goods or the rendering of services in connection with the Project.

“Capital Replacement and Renewal Cost” means all costs incurred by the Cooperative for the ordinary renewal, replacement, upgrade and improvement of the Project, which are not paid from the proceeds of any Obligation.

“Combined Projects” means the West Polk County Lower Floridan Aquifer Wellfield, Southeast Wellfield and Peace Creek Integrated Water Supply Project.

“Combined Projects Administrator” means the person and/or alternate designated by the appropriate Cooperative Project Board pursuant to Section 7.2 to manage the Cooperative’s responsibilities under this Agreement

“Combined Projects Participants” means all the Parties, other than the Cooperative, who have executed this Agreement for the purpose of implementing Phase 1 of the Agreement.

“Cooperative” shall have the same meaning as in the Interlocal Agreement.

“Debt Service Cost” means the principal, redemption premium, if any, and interest due on Obligations and any recurring costs and expenses relating to Obligations, including but not limited to paying agent, registrar and escrow agent fees, credit enhancement fees and other charges, but only to the extent such cost and expenses are not otherwise reflected in the Capital Replacement and Renewal Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost.

“Director” shall have the same meaning as in the Interlocal Agreement.

“District” means the Southwest Florida Water Management District.

“Effective Date” means the date the Agreement takes legal effect as specified in Section 6.1.

“Financing Documents” shall have the same meaning as in the Interlocal Agreement.

“Fiscal Year” means a twelve (12) month period which commences on October 1 of each year and ends on the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the Cooperative.

“Fixed Operation and Maintenance Cost” means all Operation and Maintenance Cost other than Variable Operation and Maintenance Cost.

“Force Majeure Event” means an event not the fault of, and beyond the reasonable control of, the Party claiming excuse which makes it impossible or extremely impracticable for such Party to perform the obligations imposed on it by this Agreement, by virtue of its effect on physical facilities and their operation or employees essential to such performance. Force Majeure Events include (a) an “act of God” such as an earthquake, flood earth movement, or similar catastrophic event; (b) an act of public enemy, terrorism, sabotage, civil disturbance or similar event; (c) a strike, work stoppage, picketing or similar concerted labor action; (d) delays in construction caused by unanticipated negligence or breach of contract by a third party or inability to obtain Project Permits or essential materials after diligent and timely efforts; or (e) an order or regulation issued by a federal, state, regional or local regulatory agency after the Effective Date or a judgment or order entered by a federal or state court after the Effective Date.

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

“Meters” mean those certain water meters and appurtenant recording and transmitting devices to be installed and owned by the Cooperative, as required by Section 10, which are used to measure and bill the quantity of water being delivered to each Project Participant.

“Obligation” shall have the same meaning as in the Interlocal Agreement.

“Operation and Maintenance Cost” means any and all costs incurred by the Cooperative in operating, maintaining and administering the Project, related operation, maintenance, management, security and development of the Project; labor and labor overhead cost; cost associated with tools, equipment, vehicles, supplies, materials, services and support for the operation, maintenance, management, security and development of the Project; any cost of litigation or legal judgment against the Cooperative relating to the Project; cost of purchasing any water related

to the Project; development expenses relating to expansion of the Project; all costs incurred in planning or applying for, obtaining, maintaining and defending Project Permits, which are not paid under Phase 1 of the Project, do not constitute a Capital Cost, Capital Replacement and Renewal Cost and are not payable from the proceeds of any Obligation; administrative, accounting, legal and engineering expenses related to the Project; ordinary and current rentals of equipment or other property related to the Project; refunds of moneys lawfully due to others, pension, retirement, health and hospitalization funds related to the Project; payments in lieu of taxes and impact fees, if applicable, and administrative costs incurred by the Cooperative for management of the Project.

“Parties” mean the Cooperative, the City of Auburndale, the City of Bartow, the City of Davenport, the Town of Dundee, the City of Eagle Lake, the City of Fort Meade, the City of Frostproof, the City of Haines City, the City of Lake Alfred, the Town of Lake Hamilton, the City of Lake Wales, the City of Lakeland, the City of Mulberry, the City of Polk City, the City of Winter Haven and Polk County.

“Peace Creek Integrated Water Supply Project” means an integrated water supply program and facilities to be implemented in the headwaters of the Peace River system.

“Phase 1 Requirements” means those items identified in Section 8.2.

“Points of Connection” means points where a Project connects to the water supply system of a Project Participant..

“Project” means one, two or all three of the Combined Projects, as determined when Phase 2 is implemented.

“Project Board(s)” shall have the same meaning as in the Interlocal Agreement. For Phase 1, the make-up of the Project Board will be based on the Combined Projects Participants.

For Phase 2, the make-up of the Project Board will be based on the Project Participants for the selected Project.

“Project Manager” means the person or alternate(s) designated by the Cooperative pursuant to Section 7.3 to manage the Cooperative’s responsibilities under this Agreement with respect to each of the three Projects. The Cooperative may appoint the Combined Project Administrator as one or more of the Project Managers.

“Project Participants” means those Parties, other than the Cooperative, who have executed this Agreement for the purpose of implementing Phase 2 of the Agreement, which includes development and operation of a Project and receipt of Project Water Service from the Cooperative.

“Project Permits” means all permits, licenses or other third party approvals necessary or convenient for the acquisition, construction, management or operation of the Combined Projects, except for those permits, licenses or other third party approvals requiring final design.

“Project Phasing and Funding Plan” means a written plan describing construction phasing and funding for each of the Combined Projects. The plan shall identify a Water Allocation for each Project Participant for each phase of the plan. This plan shall be developed in Phase 1 and approved in Phase 2, as specified in Section 8.

“Project Preliminary Design Report” means one or more written reports setting forth the general design and implementation of probable costs for each of the Combined Projects, including any amendments.

“Project Preliminary Rate Analysis” means one or more written reports setting forth an estimate of the Water Charge for each phase of each of the Combined Projects identified in the Project Phasing and Funding Plan.

“Project Representative” means the person or alternate designated by each Combined Projects Participant to work with a Project Manager regarding the management and implementation of a Project with regards to Phase 1 and the person or alternate designated by each Project Participant to work with the Project Manager regarding the management and implementation of a Project with regards to Phase 2.

“Project Water” means the finished water produced by the Project to meet the potable water demands of the Project Participants.

“Project Water Estimate” means the document submitted by each Project Participant to the Cooperative detailing the quantity of Project Water on an annual average daily flow basis, it wishes to receive during the upcoming Fiscal Year, as specified in Section 9.1.

“Project Water Service” means the delivery of Project Water by the Cooperative to the Points of Connection for use by the Project Participants.

“Project Yield” means the total quantity of Project Water that each of the Combined Projects can reasonably be expected to produce for Project Water Service to the Project Participants, which can be expressed in terms of maximum and average outputs.

“PSI” means pounds per square inch.

“Quorum” shall have the same meaning as in the Interlocal Agreement.

“Scope of Work” means the activities authorized under this Agreement, as specified in Section 8.2.

“Southeast Wellfield” means a new Lower Floridan aquifer public water supply well-field to be located in southeast Polk County.

“Total Estimated Cost” or **“TEC”** means the total estimated cost required to complete the Scope of Work.

“Variable Operation and Maintenance Cost” means all Operation and Maintenance Cost that change in direct proportion to changes in the volume of water produced by the Project, including, but not limited to, power, chemical and water purchases.

“Water Allocation” means the quantity of Project Water allotted for use by each Project Participant for each phase of the Project, as set forth in the then current Project Phasing and Funding Plan approved pursuant to Section 8.8.

“Water Charge” means for any Fiscal Year, the charge established by the Cooperative pursuant to Section 11 for providing Project Water Service to the Project Participants. This charge is comprised of the Base Rate Charge and the Water Use Charge.

“Water Use Charge” means for any Fiscal Year that component of the Water Charge computed according to Section 11.3.2.

“Weighted Vote Method” shall have the same meaning as in the Interlocal Agreement, except that during Phase 1, each Director shall be assigned a vote in proportion to its cost share percentage, as reflected in the Cost Share Table contained in Section 8.5.1.

“West Polk County Lower Floridan Aquifer Wellfield” means a new Lower Floridan aquifer public water supply wellfield to be located in west Polk County.

2. GENERAL BACKGROUND OF THE PROJECT.

2.1 Peace Creek Integrated Water Supply Project. This Project consists of an integrated water supply program and facilities that will focus on restoration of natural hydrology in the headwaters of the Peace River system to increase environmental benefits according the net benefit component of the Southern Water Use Caution Area rules and create a future AWS water supply. This program will employ green infrastructure design to store additional water so as to enhance and restore wetland areas, increase aquifer recharge and reduce existing and

potential impacts to water bodies with minimum flows and levels. As of the Effective Date, it is estimated this effort will create at least 10 MGD of water resource benefit, with an estimated construction cost for this Project is \$120,885,115 over a 35 year period.

2.2 Southeast Wellfield. This Project consist of a new Lower Floridan aquifer wellfield, a raw water transmission line, a new water treatment plant, concentrate disposal well(s) and finished water transmission lines to the Project Participants. A groundwater withdrawal of 37.5 MGD has already been permitted by the South Florida Water Management District under a 40-year permit. The Project is proposed to be built in three phases, with 10-, 20-, and 30-MGD finished water construction phases. As of the Effective Date, the estimated construction cost for this Project is \$352,385,000 over a 35 year period.

2.3 West Polk County Lower Floridan Aquifer Wellfield. This Project consists of a new Lower Floridan aquifer wellfield, a raw water transmission line, a new water treatment plant, concentrate disposal well(s) and finished water transmission lines to the Project Participants. As of the Effective Date, the estimated finished water yield for this Project is 15 MGD, with an estimated construction cost for this Project is \$166,754,000 over a 35-year period.

3. PURPOSE OF THE AGREEMENT.

3.1 Overall Agreement. This Agreement governs the overall development, implementation, funding and operation of the Combined Projects by the Parties.

3.2 Other Relevant Agreements. The Parties have entered into the Interlocal Agreement. In the event of a conflict between the Interlocal Agreement and this Agreement, the Interlocal Agreement shall control, except to the extent such conflict is waived by the Cooperative Board of Directors according to the terms of the Interlocal Agreement.

3.3 Other Agreements Not Affected by this Agreement. 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 between the District and any Party regarding the Project.

4. CONSTRUCTION. 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 applicability to the specific provision within 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 heading 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 consistently applied throughout the specified period and in the immediately comparable period.

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

5.1 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.

5.2 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.

5.3 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.

5.4 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.

6. TERM AND TERMINATION.

6.1 Effective Date. This Agreement shall take effect on the date this Agreement is duly authorized and executed by all the Parties, which date shall be memorialized by the Cooperative and distributed to the other Parties.

6.2 Term. The term of this Agreement shall begin on the Effective Date and remain in effect, unless terminated as specified in Section 6.3 below.

6.3 Termination. This Agreement may only terminate upon the occurrence of one of the following events. In the event of termination, the Agreement will terminate on the last day of the Fiscal Year following the Fiscal Year in which the termination event occurs.

6.3.1 Inability to obtain cooperative funding for the TEC for Phase 1.

6.3.2 Expiration of Phase 1 of the Project without satisfaction of the Phase 1 Requirements, unless the Project Board votes to proceed with one or more of the Combined Projects despite the failure to satisfy one or more of these requirements.

6.3.3 Failure of the Parties to decide to proceed with implementation of Phase 2 for at least one Project within ten (10) years of the satisfactory completion of the Phase 1 Requirements, unless the Project Board votes to extend this ten (10) year time period.

6.3.4 Failure of the Parties to agree to a substitute provision for a key provision of the Agreement, as specified in Section 25.

6.3.5 Termination by written agreement of all the Parties.

7. PROJECT ADMINISTRATION.

7.1 Project Administration. The Cooperative shall have overall responsibility for implementing the terms of this Agreement. All the powers, privileges and duties vested in or imposed on the Cooperative with regards to implementation of the Project shall be exercised through the Project Board created for the Combined Project in Phase 1 and by the applicable Project Board for individual Projects in Phase 2; provided, however, that the exercise of any and all executive, administrative and ministerial powers regarding the Project may be delegated by the Project Board. All decisions of the Project Board shall be as specified in the Interlocal Agreement.

7.2 Combined Projects Administrator. No later than thirty (30) days from the Effective Date, the appropriate Cooperative Project Board shall provide in writing to the other Parties, the name, address, phone number, fax number and email address of its Combined Projects Administrator. The Combined Projects Administrator may be changed at any time by the appropriate Project Board immediately upon written notice to the other Parties. The Combined Projects Administrator shall act as the Cooperative's representative with regards to implementation and management of the Combined Projects and will coordinate the Project Managers appointed to manage individual Projects. Whenever an individual agrees to serve as the Combined Project Administrator there shall be uniform cost accounting of its expenses for purposes of reimbursement.

7.3 Project Manager. No later than thirty (30) days after the appointment of the Combined Project Administrator, the appropriate Cooperative Project Board will provide in writing to the other Parties, the name, address, phone number, fax number and email address of the Project Manager for each of the Combined Projects. The Project Manager(s) may be changed at any time by the appropriate Project Board immediately upon written notice to the other Parties. The Project Manager(s) will act as the Cooperative's representative with regards to implementation and management of each Project. The appropriate Cooperative Project Board may appoint the Combined Projects Administrator to act as one or more of the Project Managers. Whenever an individual agrees to serve as a Project Manager there shall be uniform cost accounting of its expenses for purposes of reimbursement.

7.4 Project Representative. No later than thirty (30) days from the Effective Date, each other Party to this Agreement shall provide in writing to the Cooperative and the other Parties, the name, address phone number, fax number and email address of its Project Repre-

sentative. Any Party may change its Project Representative at any time immediately upon written notice to all other Parties. The Combined Projects Manager and the Project Manager(s) will coordinate with the Project Representatives with regards to implementation and management of the Combined Projects and individual Projects.

8. PROJECT IMPLEMENTATION.

8.1 Implementing Project in Phases. The Parties agree to implement the Combined Projects in at least two phases. Phase 1 shall be implemented as described in Sections 8.2 through 8.7 and Phase 2 shall be implemented as described in Section 8.8 through 8.10.

PHASE 1 – PROJECT ASSESSMENT, PRELIMINARY DESIGN REPORT, PERMITTING, YIELD, PRELIMINARY RATE ESTIMATE AND PROJECT PHASING AND FUNDING

8.2 Phase 1 Requirements. Implementation of Phase I shall begin on the Effective Date and shall generally consist of implementing the Scope of Work. At a minimum, the Scope of Work shall include the following requirements with regard to each of the Combined Projects:

8.2.1 Description of the Projects.

8.2.2 Completion of all Project assessment work to determine Project Yield and support Project Permits and the Project Preliminary Rate Analysis.

8.2.3 Completion of a Project Preliminary Design Report.

8.2.4 Issuance of all applicable Project Permits.

8.2.5 Determination of a Project Yield.

8.2.6 Determination of potential Project Participants for each Project.

8.2.7 Completion of a Project Preliminary Rate Analysis.

8.2.8 Completion of a Project Phasing and Funding Plan.

8.3 Phase 1 Duration. The Cooperative shall have five (5) years from the Effective Date to complete the Phase 1 Requirements. This deadline may be extended by vote of the Project Board.

8.4 Phase 1 Administration. The Project Board created for the purpose of administering Phase 1 shall have the following rights and responsibilities with regards to Phase 1, which may be exercised through the Combined Projects Administrator in conjunction with the Project Manager(s), in addition to the rights and responsibilities granted to a Project Board under the Interlocal Agreement:

8.4.1 No later than one hundred and twenty (120) days from the Effective Date, shall prepare a solicitation for a technical consultant(s), which shall be consistent with the Scope of Work and the statutes and rules governing the procurement of consultants by the Cooperative and shall be completed and approved by the Project Board. Once the solicitation documents are approved by the Project Board, the Combined Project Administrator shall implement the procurement process according to the statutes and rules governing procurement by the Cooperative. The technical consultant(s) shall be selected by the Project Board. The Combined Project Administrator shall administer the contract(s) with the technical consultant(s) in conjunction with the Project Managers.

8.4.2 Defend any challenge or protest filed with regards to the procurement decisions made by the Cooperative pursuant to this Agreement, including retention of legal counsel to defend the action.

8.4.3 Prepare and execute contract(s) with technical consultant(s) selected by the Cooperative pursuant to Section 8.4.1 and any other professional(s).

8.4.4 Manage the activities of the technical consultant(s) and other professional(s) to assure that the contract requirements are met.

8.4.5 Manage the review of interim and final deliverables.

8.4.6 Coordinate regularly with the Combined Project Participants and the Project Representatives.

8.4.7 Receive and account for any Obligations, funds received from the Combined Project Participants and any other funds specified in Section 8.5.4.

8.4.8 Process and pay invoices from consultants and other professionals.

8.4.9 Propose amendments to the Scope of Work or TEC for review and approval by the Project Board.

8.4.10 Complete all Project assessment work to determine Project Yield and support any Project Permits and the Preliminary Project Rate Analysis.

8.4.11 Complete a Project Preliminary Design Report.

8.4.12 Submit or modify applications for Project Permits. Respond to request for additional information or clarification from regulatory agencies and provide information as needed to finalize the Project Permit applications and obtain the Project Permits.

8.4.13 Acquire real property interests, as necessary to obtain any Project Permit.

8.4.14 Communicate with regulatory agencies and other interested persons and attend meetings as needed for implementation of the Scope of Work. The Combined Projects Administrator and/or the Project Manager(s) shall give the Project Representatives advance notice and the opportunity to attend any such meetings.

8.4.15 Negotiate the terms of any Project Permit or permit conditions with the regulatory agencies with input from the Project Representatives.

8.4.16 Defend any challenge or protest filed with regards to any Project Permit, including retention of legal counsel to defend the action.

8.4.17 Determine Project Yield, after issuance of the applicable Project Permits.

8.4.19 Complete a Preliminary Project Rate Analysis.

8.4.20 Complete a Project Phasing and Funding Plan, which includes Water Allocations for each Combined Project Participant from one or more Projects.

8.4.21 Undertake any other actions necessary or convenient for the implementation of Phase 1 of the Project.

8.5 Phase 1 Funding.

8.5.1 The TEC for the Scope of Work is Twenty-Three Million Dollars (\$23,000,000.00). Any Obligation issued by the Cooperative to fund the Scope of Work shall not exceed the TEC, unless the TEC is amended as set forth below. Each Combined Projects Participant shall pay the principal and interest and other costs associated with any Obligation(s) issued by the Cooperative, as limited by the TEC, as amended, to fund the Scope of Work, when they become due, according to its cost share as shown in the table set forth below. If the Cooperative does not issue any Obligation to fund the TEC, then each Combined Projects Participant shall pay its share of the cost of implementing the Scope of Work as limited by the TEC, as amended, as shown in the table set forth below, as those costs become due. While it is anticipated that there will be matching funds from SWFWMD for up to fifty percent (50%) of the eligible costs, this Cost Share Table reflects the cost share total dollars for Phase 1 and each Combined Project Par-

participants cost share percentage and amount of the TEC totaling Twenty-Three Million Dollars (\$23,000,000.00), as follows:

COST SHARE TABLE

Combined Projects Participants	Cost Share Percent of Total (%)	Cost Share Total Dollars
Auburndale	7.08	1,627,661.00
Bartow	6.93	1,593,031.00
Davenport	0.92	212,734.00
Dundee	2.24	514,519.00
Eagle Lake	1.33	306,733.00
Fort Meade	0.56	128,630.00
Frostproof	0.41	93,999.00
Haines City	5.14	1,182,405.00
Lake Alfred	1.70	390,837.00
Lake Hamilton	0.04	9,895.00
Lake Wales	4.07	935,040.00
Lakeland	25.02	5,753,710.00
Mulberry	0.77	178,103.00
Polk City	1.68	385,889.00
Polk County	32.58	7,495,159.86
Winter Haven	9.53	2,191,654.12
Total	100.00	\$23,000,000.00

8.5.2 The TEC may only be amended by the Project Board.

8.5.3 All funds provided by the Combined Projects Participants to the Cooperative shall be utilized exclusively for payment of any costs incurred by the Cooperative in implementing the Scope of Work, as limited by the TEC, as amended.

8.5.4 The Cooperative may seek funding for the Scope of Work from any commercial, institutional, regional, state or federal revenue source, including, but not limited

to cooperative funding from water management districts. Any funds obtained by the Cooperative may be used to pay for an expansion of the Scope of Work in excess of the then applicable TEC or to proportionally reduce each Combined Projects Participant's cost share amount of the TEC, as determined by the Project Board.

8.5.5 Each Combined Project participant shall have the option to pre-pay its cost share of the TEC. For those Combined Project Participants, that did not elect to pre-pay its cost share of the TEC, the Cooperative shall invoice the Combined Projects Participant for its share of costs incurred in implementing the Scope of Work. Each Combined Project Participant shall make payments to the Cooperative within forty-five (45) days of receipt of the invoice. Any invoice that remains unpaid twenty-five (25) days following the due date shall be charged with and pay to the Cooperative interest on the amount unpaid from its due date until paid at a rate of eight (8%) annum, unless the timing of these payments is modified by the Project Board based on the exact structure of the debt repayment.

8.5.6 Each Combined Projects Participant shall pay its respective share of cost incurred by the Cooperative in implementing the Scope of Work. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Cooperative is undertaking the implementation of Phase I on the representation, warranties and covenants of the Combined Projects Participants to pay their portion of the costs incurred in implementing the Scope of Work in a timely manner.

8.5.7 The source of funds for payment of costs incurred by the Cooperative in implementing the Scope of Work shall be the water utility enterprise fund established by each Combined Projects Participant. Each Combined Projects Participant shall maintain an operation and maintenance account as part of its water utility enterprise fund throughout the duration

of Phase 1 of the Project. At all times during the duration of Phase 1 of the Project, a Combined Project Participant shall pay any invoice submitted by the Cooperative for work incurred in implementing the Scope of Work from its water utility system operation and maintenance account.

8.5.8 The Combined Projects Participants shall fix, revise, maintain and collect such fees, rates, tariffs, rentals, or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of any invoice submitted by the Cooperative for work incurred in implementing the Scope of Work.

8.5.9 The obligation of the Combined Projects Participants to pay any invoice submitted by the Cooperative for work incurred in implementing the Scope of Work does not constitute the general indebtedness of any Combined Projects Participant within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of the indebtedness that may be incurred by the Combined Projects Participants. Neither the Cooperative, nor the holder of any Obligations issued by the Cooperative to fund the Scope of Work nor any regional, state or federal agency providing cooperative funding for the Scope of Work shall have the right to require a Combined Projects Participant to exercise its ad valorem taxing power, if any, to pay their obligations and liabilities with regards to the Scope of Work or to compel payment from any source, other than as indicated in Section 8.5.7.

8.6 Completion of Phase 1 Requirements. Completion of the Phase 1 Requirements shall be separately determined by the appropriate Project Board for each of the Combined Projects. The Combined Projects Administrator shall notify the Combined Project Participants when the Phase 1 Requirements are successfully completed for one of the Combined Projects. Once the Phase I Requirements are successfully completed for a Project, that Project

and its associated Project Participants are then eligible to proceed to Phase 2. Thus, it is possible that the Phase 2 start date may differ for each of the Combined Projects.

8.7 Inability to Successfully Complete the Phase I Requirements

Prior to the Expiration of Phase 1 of the Project. If the Cooperative is unable to successfully complete the Phase I Requirements for all the Combined Projects prior to the expiration of Phase 1, the Combined Projects Administrator shall notify the Combined Projects Participants in writing of such an event. Each Combined Project Participant shall respond in writing within ninety (90) days of receiving notice from the Cooperative stating whether or not it wishes to continue participating in Phase 1. Any Combined Projects Participant, who responds in writing to the Cooperative that it no longer wishes to participate in Phase 1 or any Combined Projects Participant, who fails to respond within this ninety (90) day period, shall be deemed to have withdrawn from the Agreement pursuant to Section 17. The remaining Combined Projects Participants shall convene a meeting with the Cooperative within one hundred and twenty (120) days of receiving notice from the Cooperative to determine whether it is still feasible to continue with Phase 1. Any decision to continue with the Combined Projects, as modified, shall be made by the Project Board. If no Combined Projects Participants remain after the initial ninety (90) day notice by the Cooperative or, if the Project Board is unable to decide to pursue the Combined Projects by unanimous written agreement within one hundred and eighty (180) days of receiving notice from the Cooperative, then the Agreement shall be deemed to terminate pursuant to Section 6.3.1.

PHASE 2 – PROJECT IMPLEMENTATION AND SALE OF PROJECT WATER TO PROJECT PARTICIPANTS

8.8 Decision to Implement Phase 2. Following the successful completion of the Phase 1 Requirements for a Project pursuant to Section 8.6 or a decision is made to proceed with a Project pursuant to Section 8.7, Phase 2 shall be implemented for that Project upon either

1) a written agreement by one or more Project Participants approved by their respective governing bodies to proceed with the Project; or 2) a written request by a Project Participant to the other Projects Participants associated with the specific Project to proceed with Phase 2 due to that Projects Participant's need for Project Water from that Project. If the Cooperative and the Projects Participants associated with the Project do not unanimously agree to implement Phase 2 in response to the request of one or more of the Projects Participants, then one or more other Projects Participants may offer to sell water from its water utility system to meet the needs, in whole or in part, of the requesting Project Participant. Any offer by one or more of the other Project Participants associated with the specific Project shall be made in writing and delivered to the requesting Projects Participant(s) not later than ninety (90) days after receiving the Project Participant's request. If an offer to sell water is acceptable to a requesting Projects Participant, then the sale and purchase of water shall be governed by a separate water supply contract between the offering and requesting Project Participants. If a separate water supply contract is entered into between the offering and requesting Projects Participants, then the requesting Project Participant's request to implement Phase 2 shall be deemed withdrawn, without prejudice to that Project Participant submitting a new request to implement Phase 2 with regards to the specific Project in the future. If at the conclusion of ninety (90) days, the requesting Project Participant does not enter into a water supply contract with the offering Project Participant, the approval to implement Phase 2 shall be deemed to have occurred and Phase 2 shall be implemented with respect to that specific Project upon approval of a written agreement by one or more Project Participants. This implementation process may occur until Phase 2 is implemented for all three Combined Projects If a decision is not made to implement Phase 2 for any of the Combined Projects within ten (10) years of the successful completion of Phase I Requirements for all three Projects, unless extend-

ed by vote of the Project Board, then this Agreement shall be deemed terminated pursuant to Section 6.3.3. If a decision is made to implement Phase 2 for one or two, but not all of the Combined Projects within ten (10) years of the successful completion of Phase I Requirements for all three Projects, then Phase 2 cannot be implemented for the remaining Projects under this Agreement.

8.9 Implementation of Phase 2. Once the decision is made to implement Phase 2 with regards to a specific Project, the Project Board composed of the Project Participants associated with that specific Project shall within one hundred eighty (180) days of that decision either approve the Project Phasing and Funding Plan prepared during Phase I for that specific Project or approve a modification of the Plan for that specific Project. The Project Phasing and Funding Plan approved by the Project Board for that specific Project shall include a Water Allocation for each Project Participant for each phase of the specific Project. The Cooperative shall be responsible for constructing the specific Project according to the approved Project Phasing and Funding Plan and supplying water to each Project Participant according to its specified Water Allocation, including, but not limited to issuing Obligations and/or seeking cooperative funding to pay for construction of each Project phase. The Project Board may modify and update the Project Phasing and Funding Plan from time to time, as necessary. Sections 9-13 shall separately take effect for each Project upon implementation of Phase 2 for that specific Project. These provisions will not take effect for any other of the Combined Projects nor impact Project Participants associated with those other Combined Projects, unless and until Phase 2 is implemented for the other Combined Projects.

8.10 Funding Construction of Phase 2. For each phase identified in the approved Project Phasing and Funding Plan, each Project Participant will be assigned a portion of

the Capital Cost necessary for construction of the Project associated with this phase according to the Water Allocation assigned to that Project Participant for that phase. Each Project Participant shall have the option to pay its portion of the Capital Cost or have the Cooperative issue an Obligation to pay for the Capital Cost. The entire payment of a Project Participant's portion of the Capital Cost shall be made to the Cooperative either at the time the Cooperative receives proceeds from any Obligation issued to pay the Capital Cost associated with the phase or upon reasonable notice by the Cooperative, no later than thirty (30) days prior to the first payment of the Capital Cost for construction of this phase, whichever comes first. In the event, one or more Project Participants elects not to pay its portion of the Capital Cost, the Cooperative may issue an Obligation to finance that Capital Cost.

9. PROJECT WATER SERVICE.

9.1 Delivery of Project Water Service. During each Fiscal Year, the Cooperative shall provide Project Water Service to the Project Participants, as follows:

9.1.1 Delivery of Project Water Estimates. Each Project Participant shall deliver to the Cooperative its Project Water Estimate for the upcoming Fiscal Year on or before June 1. The Project Water Estimate shall identify the quantity of Project Water, at an annual average daily rate, the Project Participant wishes the Cooperative to deliver to its Point of Connection during the upcoming Fiscal Year. A Project Water Estimate shall not require the Cooperative to provide Project Water Service in excess of the Project Participant's Water Allocation for the upcoming Fiscal Year, unless the Project Participant has received all or a portion of another Project Participant's Water Allocation for the upcoming Fiscal Year. Any transfer of Water Allocations shall be in writing and executed by both Project Participants and shall be included along with the Project Water Estimate submitted to the Cooperative by both Project Par-

ticipants. The Cooperative shall send a written reminder to the Project Participants on or before May 1, if a Project Water Estimate has not been received from that Project Participant. If a Project Participant fails to deliver a Project Water Estimate to the Cooperative by June 1, then the Project Participant shall be deemed to not need any Project Water during the upcoming Fiscal Year and the Cooperative will not be under any obligation to provide Project Water Service to that Project Participant. Failure to submit a Project Water Estimate to the Cooperative by June 1 will not excuse the Project Participant from paying the Base Rate Charge portion of the Project Water Charge, unless the Project Participant has voluntarily transferred all of its Water Allocation to another Project Participant for the upcoming Fiscal Year under this Section 9.1.1 or the Project Participant has had all of its Water Allocation involuntarily transferred to another Project Participant under Section 9.1.2.

9.1.2 Involuntary Transfer of Unused Water Allocations and Modification of Delivery Schedules. In the event one or more Project Participant fails to request delivery of its complete Water Allocation in the Project Water Estimate provided to the Cooperative or does not voluntarily transfer all of its Water Allocation to another Project Participant under Section 9.1.1, then its unused Water Allocation will be available for involuntary transfer to the other Project Participants for use during the upcoming Fiscal Year. In that event, the total unused Water Allocation may be claimed by other Project Participants in order to increase their Project Water Estimate for the upcoming Fiscal Year. In the event two or more Project Participants wish to utilize a Project Participant's unused Water Allocation, the unused Water Allocation will be divided among those Project Participants in proportion to their respective Water Allocations for the upcoming Fiscal Year. The involuntary use of another Project Participant's Water Allocation shall be reflected by submission of a modified Project Water Estimate to the Co-

operative no later than July 1 by any Project Participants receiving the involuntary transfer of a Project Participant's unused Water Allocation.

9.2 System Operation. The Cooperative shall at all times maintain the Project in accordance with prudent utility practices. The Cooperative shall adopt an adequate budget to pay for all Operation and Maintenance Costs for the Project as required to provide Project Water Service, as set forth in this Agreement. The Cooperative shall provide sufficient personnel, with appropriate experience and credentials to undertake all regulatory requirements imposed with regards to the Project. If new regulatory requirements necessitate capital improvements, the Cooperative shall take all necessary actions to accomplish the same. The Cooperative shall be responsible for all regulatory violations, including compliance costs or penalties assessed for same, which arise out of or are solely created through 1) material errors or omissions by its personnel or agents in the day-to-day operations of the Project; or, 2) the failure of the Cooperative to timely proceed administratively to undertake or complete a requirement imposed by any regulatory agency in any consent order or Project Permit. The Cooperative shall maintain adequate catastrophic insurance on the Project on such terms and amounts as established by the Cooperative.

9.3 Water Quality. The Cooperative shall deliver Project Water to each Project Participant's Point of Connection: (1) that is stabilized and of good and uniform quality; (2) meets all applicable federal and state drinking water standards and regulations, including, but not limited to the standards set forth in Chapter 62-550, Florida Administrative Code, as may be amended or superseded from time to time; and (3) meets whatever disinfection and treatment techniques are developed during Phase 1.

9.4 Water Pressure. The Cooperative shall deliver Project Water to each Project Participant's Point of Connection at a pressure to be determined at a Point of Connection as developed during Phase 1.

9.5 Project Permits. The Cooperative shall obtain, renew, maintain and modify, if necessary, all Project Permits required for the operation and maintenance of the Project and to ensure that Project Water Service will be provided to the Project Participants under the terms of this Agreement.

9.6 Acquisition of Real Property. The Cooperative shall use its best efforts to acquire all interest in real and personal property (if any) necessary for expansion, construction, management and operation of the Project.

9.7 Compliance with the Law. The Cooperative shall comply with all laws, rules and regulations applicable to this Agreement and its obligations thereunder.

10. POINTS OF CONNECTIONS AND METERING FACILITIES.

10.1 Points of Connection. The Points of Connection and the location of the Meters used for the delivery of Project Water to the Project Participants will be identified when Phase 2 is implemented for that specific Project. The Cooperative and a Project Participant may, by mutual written agreement, more specifically identify or modify the Point of Connection or the location of the corresponding Meter. Any change in the Points of Connection or the location of the Meters shall be reflected in a map prepared by the Cooperative.

10.2 Installation and Maintenance of Meters. The quantity of Project Water delivered by the Cooperative to each Point of Connection shall be exclusively measured by a Meter. The Cooperative shall own, install, maintain and read each Meter. The type of Meter shall

be selected at the discretion of the Cooperative, subject to compliance with industry standards for similar Meters.

10.3 Inspection of Meters. Each Meter shall be inspected semi-annually and an inspection report shall be prepared at the conclusion of each inspection detailing the condition and accuracy of each Meter. Each inspection shall be performed by a representative of the manufacturer or other certified, competent entity agreeable to the Cooperative and the Project Participants and a copy of each inspection report shall be furnished to all Project Participants. Upon request of a Project Participant, the Cooperative shall make arrangements for a test of the Meter installed at the Project Participant's Point of Connection by an independent testing entity. The Cooperative shall be responsible for selecting and engaging the independent testing entity. All costs and expenses shall be borne by the Project Participant requesting the test, unless the Meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case, the cost and expense of the test shall be borne by the Cooperative and such cost may not be passed along to the Project Participant requesting the test, as part of the Water Charge.

10.4 Meter Inaccuracy. Should the Meter be determined to be inaccurate beyond the manufacturer's guaranteed range of accuracy, the Cooperative shall repair or replace the malfunctioning Meter at its earliest convenience, recognizing that time is of the essence. Additionally, the Meter shall be assumed to have been inaccurate since the last inspection or test and the following month's billing will be adjusted taking into account the nature of the inaccuracy to show a credit or additional charge to the Project Participant for the metered flow for that period.

11. WATER CHARGE. For each Fiscal Year, the Project Participants shall pay the Cooperative the applicable Water Charge as follows:

11.1 General. The Water Charge shall be sufficient to pay the Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs as required to provide Project Water Service to the Project Participants for the upcoming Fiscal Year. The Water Charge shall consist of a Base Rate Charge and a Water Use Charge. With the exception of the Debt Service Component of the Base Rate Charge, the Water Charge shall be uniform for all Project Participants. The Water Charge shall be computed in the manner specified in Section 11.3 prior to the upcoming Fiscal Year and the Project Participants shall be notified of the Water Charge for the upcoming Fiscal Year in the manner provided in Section 11.2. The Water Charge shall be just, reasonable and equitable to all Project Participants and the Cooperative may not discriminate against any Project Participant, when establishing the Water Charge. Establishment of the Water Charge shall be made by the applicable Project Board and the Project Board's decision shall not be subject to supervision or regulation by any commission, board, bureau, agency, municipality, county or political subdivision of the State of Florida, provided however, the Water Charge must be established in strict compliance with this Agreement and the Cooperative's failure to properly establish the Water Charge may lead to the appointment of a receiver, as specified in Section 16.4.

11.2 Notification of Water Charge. On or before August 15 prior to the Fiscal Year in which the Project Water Service is scheduled to commence and every August 15 thereafter, the Cooperative shall provide the Project Participants the Water Charge for the upcoming Fiscal Year. The Water Charge shall be accompanied by a report detailing the manner in which the Water Charge was computed for the upcoming Fiscal Year. In lieu of a report, the ba-

sis for the Water Charge may be detailed in the annual budget adopted by the Cooperative for this Project for the upcoming Fiscal Year.

11.3 Establishment of Water Charge. The Water Charge shall be established by the Cooperative as follows:

11.3.1 The Base Rate Charge shall be computed as follows:

11.3.1.1 The Cooperative shall estimate the Debt Service Cost, the Capital Renewal and Replacement Cost, Fixed Operation and Maintenance Cost and Variable Operation and Maintenance Cost required to meet the cash needs of the Project for the upcoming Fiscal Year.

11.3.1.2 The Base Rate Charge shall consist of the total of the Capital Renewal and Replacement Cost and Fixed Operation and Maintenance Cost determined pursuant to Section 11.3.1.1. The Base Rate Charge for each Project Participant shall be computed based upon each Project Participant's Water Allocation, as modified pursuant to Sections 9.1.1 and 9.1.2 for the upcoming Fiscal Year. For example, if a Project Participant's Water Allocation was thirty (30%) percent, then that Project Participant would be responsible for paying thirty (30%) percent of the Base Rate Charge. Also, for example, if the Water Allocation for two Project Participants was thirty (30%) percent, each, but the first Project Participant transfers ten (10%) percent of its Water Allocation to the second Project Participant pursuant to Section 9.1.1, then the first Project Participant would be responsible for paying twenty (20%) percent of the Base Rate Charge for that Fiscal Year and the second Project Participant would be responsible for paying forty (40%) percent of the Base Rate Charge for that Fiscal Year. If a Project Participant did not submit a Project Water Estimate or submitted a Project Water Estimate indicating zero Project Water for the upcoming Fiscal Year, it would still be responsible for paying the

Base Rate Charge, unless all or some of its Water Allocation was transferred to other Project Participants pursuant to either Section 9.1.1 or Section 9.1.2.

11.3.1.3 In addition to the Capital Renewal and Replacement Cost and Fixed Operation and Maintenance Cost, if a Project Participant elected to have the Cooperative issue an Obligation to finance its portion of the Capital Cost associated with the construction or expansion of the Project, the Base Rate Charge for that Project Participant shall include its portion of the Debt Service Cost determined pursuant to Section 11.3.1.1.

11.3.1.4 The Base Rate Charge computed for each Project Participant pursuant to Sections 11.3.1.2 and 11.3.1.3 shall be increased by any underpayment or decreased by any overpayment determined pursuant to Section 11.5.

11.3.2 Water Use Charge. The Water Use Charge shall be computed as the Variable Operation and Maintenance Cost determined pursuant to Section 11.3.1.1 divided by the total Project Water Estimate submitted by the Project Participants for the upcoming Fiscal Year and expressed as a cost per thousand (1,000) gallons of water.

11.4 Payment of the Water Charge. For each Fiscal Year, the Project Participants shall pay the Water Charge as follows:

11.4.1 The Project Participants shall pay their individual Base Rate Charge as specified in Section 11.3.1 in twelve (12) equal monthly payments on or before the 1st day of each calendar month starting on October 1 and ending on the following September 1 without the need for any invoicing or billing by the Cooperative.

11.4.2 The Project Participants shall pay their Water Use Charge on a monthly basis. Each Project Participant's monthly payment shall be determined by multiplying the actual amount of Project Water delivered by the Cooperative to the Project Participant's

Point of Connection during the prior calendar month by the Water Use Charge identified in Section 11.3.2.

11.5 Accounting, Audits and Adjustments for Actual Expenses and Water Use. The Cooperative shall maintain accounts and records of actual water use by the Project Participants, all revenue received from all sources to meet the cash needs of the Project and the actual Debt Service Costs, Capital Renewal and Replacement Costs, Fixed Operation and Maintenance Costs and Variable Operation and Maintenance Costs incurred with respect to the Project. On or before each January 31, beginning on the January 31 immediately following the Fiscal Year in which Phase 2 was initiated, the Cooperative shall complete an audit of the aforesaid records and accounts and determine what should have been the Water Charge for each Project Participant based on actual water use and actual costs during the preceding Fiscal Year. Said audit shall be conducted by a nationally recognized certified public accounting firm. In the event the audit determines an underpayment was made by a Project Participant, then said underpayment shall be added to that Project Participant's Base Rate Charge for the upcoming Fiscal Year and paid in the manner specified in Section 11.4.1. If the audit determines that an overpayment was made to a Project Participant, then said overpayment shall be deducted from that Project Participant's Base Rate Charge for the upcoming Fiscal Year in the manner specified in Section 11.4.1.

11.6 Prohibition Against Surcharges, Transfers to General Fund and Certain Payments. The Water Charge shall not include any surcharge, tax, payment in lieu of taxes, payment in lieu of franchise fees, transfers to the Cooperative's general administrative expenses or any charge or payment not directly related to the cost of providing Project Water Service.

12. BILLING, PAYMENT, SOURCE OF FUNDS AND RELATED MATTERS.

12.1 Billing and Payment. The Cooperative shall invoice each Project Participant for their Water Use Charge on regular monthly intervals. The Meters shall be read and recorded on or about the last normal work day of the calendar month during which the Project Water Service was provided. Billing to each Project Participant shall be made on the 10th day of the following calendar month and payment to the Cooperative shall be due by the 30th day of the month in which the statement was received. Payment of the Base Rate Water Charge shall be as specified in Section 11.4.1. If the Base Rate Water Charge, the Water Use Charge or any portion thereof remains unpaid twenty-five (25) days following its due date, the Project Participants shall be charged with and pay to the Cooperative interest on the amount unpaid from its due date until paid at the rate of eight (8%) per annum.

12.2 Irrevocable Commitment to Pay. The Project Participants shall pay their respective Water Charge for every Fiscal Year throughout the term of the Agreement in the manner provided in Section 12.1. Said payments shall be made without notice or demand and without set-off, counterclaim, abatement, suspension or deduction. The Cooperative is undertaking the acquisition, construction, operation and replacement and expansion of the Project on the representation, warranties and covenants of the Project Participants to pay the Water Charge in a timely manner.

12.3 Source of Payment. The source of funds for payment of the Water Charge shall be the utility enterprise fund established by each Project Participant. Each Project Participant shall maintain an operation and maintenance account as part of its water utility enterprise fund throughout the term of this Agreement. At all times during the terms of this Agree-

ment, a Project Participant shall pay the Water Charge from its water utility system operation and maintenance account.

12.4 Water Utility System Charges. Each Project Participant shall fix, revise, maintain and collect such fees, rates, tariffs, rentals or other charges for the use of products, services and facilities of their respective water utility systems to the extent necessary to fund the timely payment of the Water Charge.

12.5 Prohibition Against Indebtedness and Ad Valorem Taxation. The obligation of the Project Participants to pay the Water Charge pursuant to this Agreement does not constitute general indebtedness of the Project Participants or any other municipality or county within the meaning of any constitutional, statutory or charter provision limiting the amount and nature of indebtedness that may be incurred by the Project Participants. Neither the Cooperative nor the holder of any Obligations issued by the Cooperative to finance the construction, alteration, improvement, replacement, expansion or operation of the Project nor any regional, state or federal agency providing cooperative funding to fund the construction, alteration, improvement, replacement, expansion or operation of the Project shall have the right to require the Project Participants to exercise their ad valorem taxing power, if any, to pay their obligations and liabilities under this Agreement or to compel payment from any source, other than as indicated in Section 12.3.

13. PLEDGE OF CONTRACT REVENUES. The Cooperative is authorized to pledge all payments due, owing or received from the Project Participants, including any interest derived from monies received under this Agreement for the purpose of securing Obligations issued by the Cooperative to construct or expand the Projects.

14. FORCE MAJEURE.

14.1 Excuse from Performance. No Party shall be liable to any other Party for delay in performance of, or failure to perform, its obligations under this Agreement, if such delay or failure is caused by a Force Majeure Event.

14.2 Notice. The Party claiming excuse shall deliver to the other Parties a written notice of intent to claim excuse from performance under this Agreement by reason of a Force Majeure Event. Notice required by this section shall be given promptly in light of circumstances, and, in the case of events described in (c), (d) or (e) of the definition of Force Majeure Event only, not later than ten (10) days after the occurrence of the Force Majeure Event. Such notice shall describe the Force Majeure Event, the services impacted by the claimed event, the length of time that the Party expects to be prevented from performing and the steps which the Party intends to take to restore its ability to perform.

14.3 Obligation to Restore Ability to Perform. Any suspension of performance by a Party pursuant to this Section shall be only to the extent, and for a period of no longer duration than, required by the nature of the Force Majeure Event, and the Party claiming excuse shall use its best efforts to remedy its inability to perform as quickly as possible.

15. DISPUTE RESOLUTION. Before proceeding to the default and remedy provisions of this Agreement in Section 16, the Parties shall attempt to resolve the dispute according to the procedures set forth in Chapter 164, Florida Statutes.

16. DEFAULT AND REMEDY.

16.1 Default. If any Party fails to observe, comply with, perform or maintain 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.

16.2 Participant Payment Dispute. A Project Participant that disputes a payment under Section 8.5 or a payment of the Water Charge under Section 12 shall be obligated to continue paying the disputed charge until the disagreement is resolved. If the dispute is decided in the favor of the Project Participant, the Cooperative shall be required to either pay the disputed charge either as a credit against any payment due under Section 8.5 or as a credit against the Water Charge for the next Fiscal year or through a direct one-time payment to the Project Participant.

16.3 Suspension of Project Water Service in the Event of Non-Payment of the Water Charge. A Project Participant that fails to pay its Water Charge or any portion thereof within ninety (90) days following its due date shall be in default of this Agreement and upon

thirty (30) days written notice, the Cooperative may suspend Project Water Service to the Project Participant. Suspension of Project Water Service to a Project Participant because of its failure to pay the Water Charge or any portion thereof shall not excuse the Project Participant from paying the Cooperative the Base Rate Charge, when it becomes due nor prohibit the Cooperative from continuing to charge interest on the amount unpaid. Upon payment of all outstanding Water Charges, including any interest, the Cooperative shall immediately resume Project Water Service to the Project Participant. The Cooperative's decision to suspend Project Water Service to a Project Participant under this section shall not be subject to the dispute resolution process in Section 15 and shall not be considered a default under Section 16. However, the Cooperative's failure to resume Project Water Service upon payment of all outstanding Water Charges, including any interest, may constitute a default under Section 16 and shall be subject to the dispute resolution process specified in Section 15.

17. WITHDRAWAL OF A PROJECT PARTICIPANT FROM THIS AGREEMENT.

17.1 Withdrawal Prior to the Decision to Implement Phase 2. Prior to the decision to implement Phase 2 pursuant to Section 8.8, any Combined Projects Participant may, at its option and upon thirty (30) days written notice to all other Parties, withdraw from participation in this Agreement. A Combined Projects Participant that withdraws from this Agreement prior to a decision to implement Phase 2 shall forfeit or surrender its right to participate in any of the Combined Projects and shall no longer be considered a voting member of the Project Board. Upon notice by the Cooperative, a withdrawing Combined Projects Participant shall apply to withdraw from any Project Permit issued in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal. A withdrawing Combined Projects

Participant shall remain liable for payment of its share of the Phase I funding under Section 8.5. The provisions of this Section 17.1 shall survive the termination of this Agreement.

17.2 Withdrawal After the Decision to Implement Phase 2. After the decision to implement Phase 2 pursuant to Section 8.8 for a specific Project, any Project Participant associated with that specific Project may, at its option and upon thirty (30) days written notice to all other Parties, withdraw from participation in this Agreement. A Project Participant associated with a specific Project that withdraws from the Agreement shall surrender its Water Allocation and immediately forfeit its right to receive Project Water Service from the Cooperative from that specific Project. All or part of its Water Allocation for the existing phase of the Project and all future phases of the Project shall be subject to redistribution among those remaining Project Participants associated with that specific Project. Each remaining Project Participant shall be entitled to a pro-rated amount of the withdrawing Project Participant's Water Allocation for that specific Project. Redistribution of the withdrawing Project Participant's Water Allocation to the remaining Project Participants associated with that specific Project shall take place any time during the term of the Agreement upon written notice by a Project Participant to the Cooperative of its intent to take some or all of the withdrawing Project Participant's Water Allocation. Until such time as the remaining Project Participants associated with a specific Project take all of a withdrawing Project Participant's Water Allocation, the withdrawing Project Participant shall remain liable for payment of its share of the Base Rate Charge based on its remaining Water Allocation. This liability shall continue for the term of the Agreement until such time as the withdrawing Project Participant's Water Allocation is completely redistributed to the remaining Project Participants associated with that specific Project. A withdrawing Project Participant shall no longer be considered a voting member of the Project Board with regards to that specific Project. Upon

notice by the Cooperative, a withdrawing Project Participant shall apply to withdraw from any Project Permits issued in its name and shall not oppose or challenge any modification to a Project Permit necessitated by its withdrawal. The provisions of this Section 17.2 shall survive the termination of this Agreement.

18. SUBSTITUTION AND ADDITION OF PROJECT PARTICIPANTS AND ASSIGNMENT OF THIS AGREEMENT.

18.1 Substitution. As a matter of right, a new Combined Project Participant and/or Project Participant may be substituted for an existing Combined Project Participant and/or Project Participant, if the new Combined Project Participant or Project Participant agrees to enter this Agreement and fully perform all the obligations of the existing Combined Project Participant and/or Project Participant. Substitution prior to the decision to implement Phase 2 shall mean the new Combined Project Participant shall at a minimum agree to fulfill all of the old Combined Project Participant's Phase 1 funding obligations under Section 8.5. Substitution after the decision to implement Phase 2 shall mean the new Project Participant shall at a minimum succeed to the old Project Participant's entire Water Allocation and shall agree to the Water Charge that the old Project Participant was otherwise obligated to pay. Upon substitution, the old Project Participant shall withdraw from any further participation in this Agreement and shall no longer be considered a voting member of the Project Board. Additionally, the old Project Participant shall cooperate with the Cooperative in any modifications to the Project Permits necessary to effectuate this substitution.

18.2 Addition. No new Combined Project Participant and/or Project Participant may be added to this Agreement unless such addition is approved by the unanimous written consent of all the Parties. At a minimum, the addition of a new Combined Project Participant

prior to the decision to implement Phase 2 shall require a recalculation of the cost share table specified in Section 8.5.1 to reflect the addition of the new Combined Project Participant. At a minimum, the addition of a new Project Participant after the decision to implement Phase 2 shall require a recalculation of the Water Allocations assigned to all the Project Participants to reflect the addition of the new Project Participant.

18.3 Assignment. This Agreement may not be assigned, in whole or in part, unless such assignment is approved by the unanimous written consent of all the Parties.

19. 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, neither the Combined Project Participants nor the Project Participants are 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. Finally, the Cooperative agrees to indemnify and hold the Combined Project Participants and Project Participants harmless from any injury that the Cooperative or its officers, agents, attorneys, employees or invitees sustain while carrying out the Cooperative's obligations under this Agreement.

20. 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 in a State court of

competent jurisdiction located in Polk County, Florida. 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.

21. NOTICES.

21.1 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 below or such other addresses as a Party may designate by prior notice given in accordance with this provision to the other Parties:

City of Auburndale
City Manager
P.O. Box 186
Auburndale, Florida 33823
863-965-5530

City of Bartow
City Manager
P.O. Box 1069
Bartow, Florida 33831
863-534-0100

City of Davenport
City Manager
P.O. Box 125
Davenport, Florida 33836
863-419-3300

City of Eagle Lake
City Manager
P.O. Box 129
Eagle Lake, Florida 33839
863-293-4141

City of Fort Meade
City Manager
P. O. 856

Fort Meade, Florida 33841
863-285-1100

City of Frostproof
City Manager
P.O. Box 308
Frostproof, Florida 33843
863-635-7855

City of Haines City
City Manager
620 E Main Street
Haines City, Florida 33844
863-421-3600

City of Lake Alfred
City Manager
155 E Pomelo Street
Lake Alfred, Florida 33850
863-291-5270

City of Lakeland
City Manager
228 S Massachusetts Ave
Lakeland, Florida 33801
863-834-6000

City of Lake Wales
City Manager
P. O. Box 1320
Lake Wales, Florida 33859
863-678-4196

City of Mulberry
City Manager
P.O. Box 707
Mulberry, Florida 33860
863-425-1125

City of Polk City
City Manager
123 Broadway SE
Polk City, Florida 33868
863-984-1375

City of Winter Haven
City Manager
P. O. Box 2277
Winter Haven, Florida 33883
863-291-5600

Town of Dundee
Town Manager
P.O. Box 1000
Dundee, Florida 33838
863-438-8330

Town of Lake Hamilton
Town Manager
P.O. Box 126
Lake Hamilton, Florida 33851
863-439-1910

Polk County
County Manager
Drawer CA01/P.O. Box 9005
Bartow, Florida 33831
Phone: 863-534-6444

21.2 All notices shall also be sent to the Cooperative, to the attention of its executive director, with a separate copy to its general counsel.

21.3 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.

22. 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.

23. AMENDMENT. In Phase 1, this Agreement may only be amended in writing signed by all the Parties. In Phase 2, Section 8.8, 8.9, 8.10, 9, 10, 11, 12 and 13 may be amended in writing signed by all the Project Participants for their specific Project, but the other provisions may only be amended in writing signed by all the Parties.

24. 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.

25. 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 original 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.

26. ATTORNEY'S FEES AND COSTS.

26.1 Dispute Resolution or Litigation Under the Agreement. Each Party shall bear its own costs, including attorney's fees, incurred in any litigation arising under this Agreement. The award of attorney's fees with regards to dispute resolution will be addressed pursuant to Chapter 164, Florida Statutes. Notwithstanding the foregoing, any costs, including attorney's fees incurred by the Cooperative in any dispute resolution or litigation arising under this Agreement may be included in computation of the Water Charge upon approval by the Project Board.

26.2 Litigation Outside the Agreement Concerning the Project. Any damages or costs, including attorney's fees incurred by the Cooperative in any litigation concerning the Project, excluding litigation described in Section 26.1, shall be included in computation of the Water Charge. Any damages or costs, including attorney's fees awarded to the Cooperative in any litigation concerning the Project, excluding litigation described in Section 26.1, shall be deemed a credit to be considered in computation of the Water Charge.

27. 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.

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

29. 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.

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

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

32. DUTY TO COOPERATE. The Parties shall work together in good faith to implement the terms of this Agreement. As part of this cooperation, the Parties will at a minimum do the following:

32.1 Acquisition of Real Property. The Project Participants shall cooperate and assist and not interfere with the Cooperative's ability to acquire all interests in real property necessary to construct, manage and operate the Project, as needed to provide Project Water Service to the Project Participants.

32.2 Project Permits. The Project Participants shall cooperate and assist and not interfere with the Cooperative's ability to obtain, maintain and comply with all Project Permits necessary to construct, manage and operate the Project, as needed to provide Project Water Service to the Project Participants.

32.3 Construction, Management and Operation of Project. The Project Participants shall cooperate and not interfere with the Cooperative's ability to manage and operate the Project, as needed to provide Project Water Service to the Project Participants.

32.4 Obligations. The Parties shall cooperate with each other in the issuance of any Obligations necessary to allow the Cooperative to provide Project Water Service, including, but not limited, Obligations needed to fund the Capital Cost incurred by the Cooperative in constructing the Project. In such event, the Parties shall comply with the reasonable request of any Party and will, upon request, do as follows: (1) make available general and financial information about itself; (2) consent to publication and distribution of its financial information; (3) certify that its general and financial information is accurate, does not contain any untrue statements of a material fact and does not omit to state a material fact necessary to make the statements in the information, in light of circumstances under which they are made, not misleading;

(5) provide reasonable certifications to be used in a transcript of closing documents; and, (6) provide and pay for reasonable requested opinions of counsel as to the validity of actions taken in respect to and the binding effect of this Agreement, the Interlocal Agreement, title to the Project, as applicable, and pending litigation which could materially affect its performance hereunder. In addition, each Party agrees to take no action which shall adversely affect the exclusion from gross income of interest on the Obligations for purposes of federal income taxation.

32.5 Grants. The Parties shall cooperate with each other in applying for federal, state, regional or local grants or other forms of cooperative funding to construct or expand the Project, including, but not limited to, providing any necessary information required by any federal, state, regional or local agency in order to apply for and process the grant or cooperative funding application and, if the grant or cooperative funding is obtained, in order to maintain and utilize the grant or cooperative funding, including any post-grant or cooperative funding audit.

33. 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.

34. 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.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and entered into by the Parties

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation 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:

V. Patton Kee, City Attorney

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

CITY COMMISSION OF THE
CITY OF BARTOW, FLORIDA

By: _____
Trish Pfeiffer, Mayor

Date: _____

ATTEST:

By: _____
Jacqueline Poole, City Clerk

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

CITY COMMISSION OF THE
CITY OF DAVENPORT, FLORIDA

By: _____
Darlene Bradley, Mayor

Date: _____

ATTEST:

By: _____
Rachel Castillo, City Clerk

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

CITY COMMISSION OF THE
CITY OF EAGLE LAKE, FLORIDA

By: _____
J.R. Sullivan, Mayor

Date: _____

ATTEST:

By: _____
Dawn Wright, City Clerk

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

CITY COMMISSION OF THE
CITY OF FT. MEADE, FLORIDA

By: _____
James Watts, Mayor

Date: _____

ATTEST:

By: _____
Melissa Newman, Deputy City Clerk

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

CITY COUNCIL OF THE
CITY OF FROSTPROOF, FLORIDA

By: _____
Rodney Cannon, Mayor

Date: _____

ATTEST:

By: _____
Nicole McDowell, City Clerk

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

CITY COMMISSION OF THE
CITY OF HAINES CITY, FLORIDA

By: _____
Horace West, Mayor

Date: _____

ATTEST:

By: _____
Linda Bourgeois, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Fred Reilly, City Attorney

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

CITY COMMISSION OF THE
CITY OF LAKE ALFRED, FLORIDA

By: _____
Charles Lake, Mayor

Date: _____

ATTEST:

By: _____
Amea Bailey, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

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

CITY COMMISSION OF THE
CITY OF LAKELAND, FLORIDA

By: _____
R. Howard Wiggs, Mayor

Date: _____

ATTEST:

By: _____
Kelly Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Timothy J. McCausland, City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation 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
Eugene Fultz, Mayor

Date: 02/10/2017

ATTEST:

By: Clara VanBlargan
Clara VanBlargan, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Albert C. Galloway, Jr.
Albert C. Galloway, Jr., City Attorney

IN WITNESS WHEREOF, the undersigned has caused this Combined Projects Implementation 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

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

CITY COMMISSION OF THE
CITY OF POLK CITY, FLORIDA

By: _____
Joe LaCascia, Mayor

Date: _____

ATTEST:

By: _____
Patricia Jackson, City Clerk

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

CITY COMMISSION OF THE
CITY OF WINTER HAVEN, FLORIDA

By: _____
Brad Dantzler, Mayor

Date: _____

ATTEST:

By: _____
Joy Townsend, Deputy City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

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

TOWN COMMISSION OF THE
TOWN OF DUNDEE, FLORIDA

By: _____
Sam Pennant, Mayor

Date: _____

ATTEST:

By: _____
Deena Ware, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Frederick J. ("John") Murphy, Jr., City Attorney

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

TOWN COUNCIL OF THE
TOWN OF LAKE HAMILTON, FLORIDA

By: _____
Marlene M. Wagner, Mayor

Date: _____

ATTEST:

By: _____
Sara Irvine, Town Clerk

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

ATTEST:

POLK COUNTY, a political subdivision of
The State of Florida

Stacy M. Butterfield
Clerk to the Board

By: _____
Deputy Clerk

By: _____
Melony M. Bell, Chairman

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 Combined Projects Implementation Agreement to be duly executed and entered into as of the Effective Date.

POLK REGIONAL WATER COOPERATIVE,
a public agency and unit of special purpose government

By: _____
George Lindsey, Chair

Date: _____

Approved as to form:

Edward P. de la Parte, Legal Counsel