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VIA ELECTRONIC MAIL  
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November 17, 2022

The Honorable Phil Diamond  
Orange County Comptroller  
Official Records Department  
Post Office Box 38  
Orlando, FL 32802  
ATTENTION: KATIE SMITH, Orange Co. Comptroller Clerk's Office

**Re: AMENDMENT NO. 9 TO INTERLOCAL AGREEMENT CREATING  
THE FLORIDA MUNICIPAL POWER AGENCY – FOR FILING**

Dear Ms. Smith:

Please find attached for placement on your BCC Consent Agenda the Interlocal Agreement Creating the Florida Municipal Power Agency (FMPA) among the thirty-one municipal electric utility members comprising FMPA, as amended on November 17, 2022, by the FMPA Board of Directors. This submittal is made for informational purposes as FMPA's operations offices are located in Orlando, Florida.

The attached Interlocal Agreement replaces the existing Interlocal Agreement originally entered into in 1978 and last amended as of October 1, 2020.

If you would, once the Agreement has been placed on your BCC Consent Agenda, please return via e-mail a scanned copy of the top page "Received Clerk of BCC", and dated.

Section 163.01(11), Florida Statutes, provides:

"Prior to its effectiveness, an interlocal agreement and subsequent amendments thereto shall be filed with the clerk of the circuit court of each where a party to the agreement is located; however, if the parties to the [interlocal] agreement are located in multiple counties and the agreement, pursuant to subsection (7), provides for a separate legal entity or administrative entity to administer the

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agreement, the interlocal agreement and any amendments thereto may be filed with the clerk of the circuit court in the county where the legal or administrative entity maintains its principal place of business.”

FMPA is a separate legal entity created pursuant to Section 163.01 with members located in twenty counties across Florida. Pursuant to Article 1, Section 2 of the Interlocal Agreement, FMPA’s principal office is in Tallahassee, Florida. By this filing of the Interlocal Agreement, FMPA’s obligation under Section 163.01(11) has been met regarding the November 17, 2022, amendment to the Interlocal Agreement Creating the Florida Municipal Power Agency.

Thank you in advance for your anticipated assistance in this matter. If you have any questions regarding this matter, please call our office for assistance.

Sincerely yours,

JODY LAMAR FINKLEA  
General Counsel and Chief Legal Officer



Karen Culpepper, CP, FRP  
Office Manager/Paralegal

Attachment

**INTERLOCAL AGREEMENT CREATING THE  
FLORIDA MUNICIPAL POWER AGENCY**

**WHEREAS**, the United States as a whole and the State of Florida in particular face an energy shortage arising from an increasing demand for energy, particularly for oil and natural gas, and insufficient supplies of oil and natural gas to satisfy that demand; and

**WHEREAS**, this energy shortage has precipitated a national energy crisis of unparalleled proportions; and

**WHEREAS**, the electric utilities in the State of Florida will of necessity be faced with a challenge of great magnitude to assure the citizens of Florida that the demands for growth in electric power will be met with a reasonable balance between the need for new facilities and the environmental impact resulting from the construction and operation of these new facilities; and

**WHEREAS**, the undersigned parties operate municipal electric systems; and

**WHEREAS**, mutual advantage may be obtained from the coordinated planning, construction and operation of these systems, and joint purchases, sales and exchanges of electric power; and

**WHEREAS**, additional mutual advantage may be obtained from the coordinated planning, constructing and operating of certain joint electric power supply projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, for the joint generation or transmission of electrical energy, or both, including any fuel supply or source useful for such a project; and

**WHEREAS**, in addition and supplemental to their other powers, the undersigned parties, pursuant to Chapter 361, Part II, Florida Statutes, as amended, commonly known as the "Joint Power Act," are authorized and empowered to join with each other and any other electric utility or group of electric utilities for the purposes of jointly financing, acquiring, constructing, managing, operating, utilizing and owning any joint electric power supply project or projects; and

**WHEREAS**, in addition and supplemental to their other powers, the undersigned parties, pursuant to Chapter 163.01, Florida Statutes, as amended, commonly known as the "Florida Interlocal Cooperation Act of 1969," are authorized and empowered to join with each other and any other electric utility or group of electric utilities for the purposes of jointly financing, acquiring, constructing, managing, operating, utilizing and owning any joint electric power supply project or projects; and

**WHEREAS**, in the implementation of Chapter 361, Part II, Florida Statutes, as amended, the undersigned parties may create any

organization, association, or legal entity for the accomplishment of the purposes thereof; and

**WHEREAS**, in addition and supplemental to their other powers, the undersigned parties, pursuant to Chapter 163.01, Florida Statutes, as amended, commonly known as the "Florida Interlocal Cooperation Act of 1969," are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, mutual advantage can be obtained from the implementation of pooled financing or borrowing for electric projects and other needs of the Florida Municipal Power Agency and its members financing alternatives and flexibility that might not otherwise be available to them individually; and

**WHEREAS**, the development of the All-Requirements Power Supply Project established and created by the Florida Municipal Power Agency makes it advantageous to clarify certain provisions regarding governance contained in this Interlocal Agreement; and

**WHEREAS**, Section 163.01, Florida Statutes, has been amended to allow pooled financing or borrowing for purposes in addition to electric projects.

**NOW, THEREFORE**, this Interlocal Agreement is entered into pursuant to Chapter 361, Part II, Florida Statutes, as amended, and/or Section 163.01, Florida Statutes, as amended, and such other statutes, ordinances and charters as may from time to time be applicable.

#### **ARTICLE I**

##### **Establishment of Agency, Location, Agency Seal and Fiscal Year**

**SECTION 1. Establishment of Agency.** An agency, constituting a separate governmental legal entity with the purposes and powers hereinafter set forth, is hereby created under the authority of Chapter 361, Part II, Florida Statutes, as amended, and Chapter 163.01, Florida Statutes, as amended, to exercise the powers granted by either provision and to be known as the Florida Municipal Power Agency (hereinafter referred to as the "Agency").

**SECTION 2. Location.** The principal office of the Agency in Florida shall be located in Tallahassee, Florida. The Board of Directors may change the location of the principal office in Florida and/or establish such other offices either within or without the State of Florida as it deems appropriate.

**SECTION 3. Seal.** The Board of Directors may adopt a seal of the Agency and shall have the authority to change or alter such seal.

**SECTION 4. Fiscal Year.** The fiscal year of the Agency shall end September 30.

**ARTICLE II**

**Purposes and Powers of the Agency; Designation of Projects;  
Termination of Projects**

**SECTION 1. Purpose of the Agency.** The Agency is formed to undertake the financing, acquiring, constructing, managing, operating, utilizing and owning, either with or without other electric utilities or groups of utilities, of any joint electric supply project or projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, for the joint generation or transmission of electrical energy, or both, including any fuel supply or source useful for such a project, either within or without the State of Florida.

In addition, the Agency is formed to act on behalf of the undersigned parties jointly exercising their powers as permitted by Section 163.01, Florida Statutes, as amended. It is expressly recognized and agreed that such exercise of powers by the Agency pursuant to Section 163.01, Florida Statutes, as amended, may be broader in scope than the powers granted pursuant to Chapter 361, Part II, Florida Statutes, as amended.

The Agency is also formed for the purpose of pooled financing or borrowing and the establishment of a pooled loan project to be utilized by the Agency and the undersigned parties and other governmental entities for all costs incurred or to be incurred by the Agency and the undersigned parties and other governmental entities, including any costs relating to any project designed or intended to decrease the costs of the utility system of the Agency, the undersigned parties or other governmental agencies or to increase the capacity or reliability of such utility system, including, without limitation, costs incurred in connection with the planning, engineering, designing, acquiring, leasing, constructing, installing, financing, operating, maintaining, retiring, decommissioning or disposing of (A) any part of the Agency's or the undersigned parties' or other governmental entities' electric, water, wastewater, waste or refuse disposal, telecommunications, resource recovery or gas systems or any other utility system of the Agency or the undersigned parties or other governmental entities permitted by law, (B) any part of an electric, water, wastewater, waste or refuse disposal, telecommunications, resources recovery or gas facility or of any other utility facility in which the Agency or the undersigned party or other governmental entity has a joint ownership interest, or (C) any project entered into by the Agency permitted by law. Such costs include, but are not limited to, planning, engineering, designing, acquiring, leasing, construction, installing, financing, operating, maintaining, retiring, decommissioning, obtaining of governmental approvals, certificates, permits and licenses, acquisition of real and personal property, acquisition of fuel or facilities for the production, transportation and storage of fuel, payments and prepayments for electricity and fuel,

payments under various derivative contracts, including, without limitation, financial and commodity hedges, working capital and reserves, all types of insurance including self-insurance, legal, engineering and financial fees, bank commitment and letter of credit fees, expenses of trustees, registrars and paying agents, any amounts required to be paid into any fund or account by any bond resolution of the Agency or the undersigned parties or other governmental entities, prepayment of interest, principal, premium or any obligation, bond or note of the Agency or the undersigned parties or other governmental entities, including the purchasing thereof of the open market or in response to a request for tender offers and any other lawful purposes as authorized by the Agency or the undersigned parties or other governmental entities from time to time. The costs for which borrowings may be made from the pooled loan project are intended to be construed as broadly as possible to the extent permitted by applicable law.

As used herein, "other governmental entities" means Florida governmental entities, whether or not such governmental entities are an undersigned party to this Interlocal Agreement.

**SECTION 2. Powers of the Agency.** In order to carry out the purposes of the Agency set forth herein, the Agency shall have the following powers:

- (a) to plan, finance, acquire, construct, purchase, operate, maintain, use, share cost of, own, lease, sell or dispose of any joint electric power supply project or projects and any and all facilities, including all equipment, structures, machinery, and tangible and intangible property, real and personal, for the joint generation or transmission of electrical energy, or both, including any fuel supply or source, within or without the State of Florida;
- (b) to investigate the desirability of and necessity for additional sources and supplies of electrical energy and fuel of any kind for such purposes and transmission facilities therefore, and make studies, surveys and estimates as may be necessary to determine the feasibility and cost thereof;
- (c) to cooperate with other persons or other entities, public or private, in the development of sources and supplies of electrical energy and fuel of any kind for such purposes and transmission facilities therefore, and give assistance financial or otherwise in any such development;
- (d) to apply to any person or other entity, public or private, for consents, permits, authorizations or approvals required for any project undertaken in

accordance with this Agreement and take all actions necessary to comply with the conditions thereof;

- (e) to acquire, hold, use, and dispose of income, revenues, funds and money;
- (f) to exercise all powers in connection with the authorization, issuance and sale of bonds and bond anticipation notes as are conferred by Section 163.01, Florida Statutes, as amended, and by such other applicable statutes as may hereafter be adopted;
- (g) to invest money of the Agency not required for immediate use, including proceeds from the sale of any bonds, in such obligations, securities, and other investments as authorized by applicable law and any applicable provisions of any bond resolution or other instruments governing the fund or funds in which such money is deposited;
- (h) to exercise the power to eminent domain;
- (i) to enter into, on its own behalf or as agent for any one or more of the parties hereto, any contract or agreement necessary, appropriate or incidental to the effectuation of its lawful purposes and the exercise of the power granted herein, including, without limitation, contracts or agreements for the purchase, sale, prepayment, exchange, interchange, wheeling, pooling, transmission, distribution or storage of electrical capacity or energy from any source, and fuel or any rights thereto of any kind for any such purposes, within and without the State of Florida, and any contracts or agreements constituting any form of financial or commodity hedge in such amounts as it shall determine to be necessary and appropriate to make the most effective use of its powers and to meet its responsibilities and with such persons or other entities, public or private, on such terms and for such period of time as its Board of Directors or Executive Committee, as appropriate, determines; provided, however, that the Agency shall not sell, transfer or distribute any electrical power except on a wholesale basis and the Agency shall not sell, transfer or distribute any electrical power in violation of the provisions of Section 361.14, Florida Statutes;
- (j) to procure insurance from such insurers as it deems desirable or to self-insure, or both, against any losses in connection with its property, operations, or assets;

- (k) to make and enter into contracts in its own name, to employ agents or employees, to acquire, construct, manage, maintain or operate buildings, works or improvements, to acquire, hold or dispose of property;
- (l) to incur debts, liabilities, or obligations which do not constitute debts, liabilities or obligations of the parties to this Interlocal Agreement;
- (m) to sue and be sued;
- (n) to exercise any power, privilege or authority which is necessary and proper to further the purposes of the Agency and which the parties to this Interlocal Agreement might exercise in their individual capacities;
- (o) to exercise any other power or powers conferred presently or in the future under the laws of Florida, as are in furtherance of the purposes of the Agency;
- (p) to establish, operate and manage a pooled loan project or projects for utilization by the Agency, the undersigned parties and other governmental entities;
- (q) to exercise all powers in connection with the authorization, issuance and sale of bonds and bond anticipation notes as are conferred by Section 163.01, Florida Statutes, and by such other applicable statutes as may be hereinafter adopted;
- (r) to procure insurance from such insurers as it deems desirable, to establish self-insurance, to otherwise establish a program or project to provide insurance for the Agency and/or the undersigned parties or any combination thereof to insure against any losses in connection with the activities, property, operations or assets of the Agency or the undersigned parties;
- (s) to enter into interlocal agreements with any one or more public agencies, including other separate legal entities created pursuant to Section 163.01, Florida Statutes, as amended pursuant; and
- (t) to do all other things and take all other actions deemed necessary or desirable by the Board of Directors or Executive Committee, as appropriate, to carry out any one or more of the foregoing powers.

**SECTION 3. Designation of Projects.** Prior to undertaking any project, including any Study Project, the Board of Directors shall adopt



a resolution supplementing this Interlocal Agreement and authorizing said project, and designating it as a project hereunder. In addition, such resolution may state that this Interlocal Agreement as supplemented by said resolution shall constitute "an agreement to implement a project," a "joint power agreement" and a "project agreement" for such project, as those terms are used in Chapter 361, Part II, Florida Statutes, as amended, or a joint exercise of powers, privileges, and authorities pursuant to Section 163.01, Florida Statutes, as amended, and shall specify (in case of any project other than a Study Project) the interest or method of determining such interest, if any, of each member in such project. Any such resolution shall be maintained by the Secretary of the Agency among the permanent records of the Agency and shall be subject to modification or amendment from time to time by further resolution of the Board of Directors. As used in this Section 3, the term "Study Project" shall include the investigation of the desirability of and necessity for (1) one or more additional sources or supplies of electric capacity or energy or both; (2) transmission facilities; (3) acquisition, extraction, conversion, transportation, storage or reprocessing of fuel of any kind; and (4) joint action projects associated with electric utility operations; and the study to determine the feasibility and costs of one or more proposed projects. "Study Project" shall also include, in connection with the foregoing, the causing to be performed engineering, legal, financial and other services as may be necessary or advisable to determine the legality and the financial and engineering feasibility thereof.

In implementing any pooled loan project, the Board of Directors shall adopt a Resolution supplementing this Interlocal Agreement and authorizing said project, designating it as a project hereunder, stating that this Interlocal Agreement as supplemented by said Resolution shall constitute an "agreement to implement a project."

**SECTION 4. Termination of Projects.** Upon the termination of any project of the Agency (other than a Study Project) and after

- (a) all bonds, notes or other evidences of indebtedness of the Agency with respect to such project, and the interest thereon, shall have been paid or adequate provision for such payment made in accordance with the provisions of such bonds, notes or other evidences of indebtedness and
- (b) all contractual obligations undertaken by the Agency with respect to such project and all liens, charges and encumbrances to which the property constituting a part of such project is subject shall have been satisfied, released or adequately provided for,

then all property, real, personal, tangible and intangible of the Agency constituting a part of such project shall promptly be divided among and distributed to the parties participating in such project in the proportion that each party's participation in such project bears to the

participation of all parties participating in such project or in such other manner as such parties shall agree.

**ARTICLE III**  
**Structure of the Agency**

**SECTION 1. Board of Directors.** Except as to matters relating to the All-Requirements Power Supply Project as provided in Section 4 of this Article III, the Agency shall be governed by a Board of Directors. The Board of Directors shall be composed of one Director designated in writing by each party to this Interlocal Agreement, who shall serve at the pleasure of the party designating him. Parties may appoint in writing such alternate directors as they deem necessary. Any such alternate shall be entitled to vote in the absence of the Director for whom he is an alternate at meetings of the Board of Directors, but shall not be entitled to assume or perform the duties of any office of the Agency held by the Director for whom he is an alternate.

**SECTION 2. Meetings.** The Board of Directors shall meet annually within the State of Florida at a time and place as determined by the Board of Directors. Special meetings of the Board of Directors may be held within or without the State of Florida. The By-laws (hereinafter all references to the by-laws are references to the Agency by-laws adopted by the Board of Directors unless otherwise expressly stated) may provide for regular meetings of the Board of Directors to be held within the State of Florida at times and places selected by the Board of Directors. Special meetings of the Board of Directors may be called by the Chair or any two or more Directors in accordance with the By-laws.

**SECTION 3. Quorum and Voting.**

- (a) Each Director shall have at least one vote to cast on each matter submitted to a vote of the Board of Directors. Furthermore, (i) each Director representing a member system that participates in a power supply project of the Agency, but not participating in the All-Requirements Power Supply Project, shall have 1.5 votes; and (ii) each Director representing a member system that participates in the All-Requirements Power Supply Project shall have 2 votes.
- (b) The number of votes held by each Director as of the time of adoption of the seventh amendment to the Interlocal Agreement (approved by the Board of Directors on March 26, 2009) is reflected on Schedule "A" attached hereto.
- (c) Schedule "A" shall be modified by the Secretary (or at the Secretary's direction by any Assistant Secretary), as necessary, to reflect all changes in member systems' participation in the Agency's projects. All

State of Florida

County of Leon

I, Gwen Marshall, Clerk of Circuit Court & Comptroller for Leon County, Florida, do hereby Certify that I have received and filed in this office on this 17<sup>th</sup> Day of November, 2022, an Interlocal Agreement.

Said Interlocal Agreement between Florida Municipal  
Power Agency (FMPA) <sup>(Thirty-one)</sup> and 31 Municipal  
electric utility Members, dated November 17, 2022  
Comprising FMPA

In witness whereof, I hereunto set my hand and official seal this

17<sup>th</sup> day of November, 2022.

Gwen Marshall, Clerk of the Circuit Court &  
Comptroller for Leon County, Florida

By: Kristy C. Mickler  
Kristy C. Mickler Deputy Clerk

