



**Interoffice Memorandum**

April 1, 2021

**TO:** Mayor Jerry L. Demings  
-AND-  
County Commissioners

**FROM:** Ed Torres, M.S., P.E., LEED AP, Director  
Utilities Department



**SUBJECT: BCC AGENDA ITEM – Consent Agenda  
April 13, 2021 BCC Meeting  
First Amendment to Interlocal Agreement between Reedy Creek  
Improvement District and Orange County for Delivery of  
Wholesale Water Services to the Flamingo Crossings  
Development  
Contact Person: Lindy A. Wolfe, P.E., LEED AP, Manager  
Utilities Engineering Division  
407-254-9918**

Orange County requested an amendment to the "Interlocal Agreement between Reedy Creek Improvement District and Orange County for Delivery of Wholesale Water Services to the Flamingo Crossings Development," dated November 14, 2018, for the following changes: 1) to allow the County to use the Water Services provided by Reedy Creek Improvement District (RCID) to serve any of the County's service area, rather than restricting the County's use to the portion of the County's service area known as Flamingo Crossings Ultimate, or the FC Ultimate, and 2) to revise the wastewater billing to be based on a wastewater flow meter. RCID is in agreement with this amendment.

The County Attorney's Office staff and Risk Management Division staff reviewed this agreement and find it acceptable. Utilities Department staff recommends approval.

**Action Requested: Approval and execution of First Amendment to Interlocal Agreement between Reedy Creek Improvement District and Orange County for delivery of wholesale water services to the Flamingo Crossings Development.**

**District 1.**

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN  
REEDY CREEK IMPROVEMENT DISTRICT  
AND  
ORANGE COUNTY  
FOR DELIVERY OF WHOLESALE WATER SERVICES  
TO THE  
FLAMINGO CROSSINGS DEVELOPMENT**

**THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT** (this “Amendment”) is made and entered into on the date of later execution below, by and between the REEDY CREEK IMPROVEMENT DISTRICT, a public corporation and public body corporate and politic of the State of Florida, whose address is P.O. Box 10170, Lake Buena Vista, Florida 32830 (“Supplier”), and ORANGE COUNTY, a charter county and political subdivision of the State of Florida (the “County”), whose address is 201 South Rosalind Avenue, Orlando, Florida 32801. Hereinafter, Supplier and the County may be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on November 14, 2018, the Parties entered into that certain Interlocal Agreement between Reedy Creek Improvement District and Orange County for Delivery of Wholesale Water Services to the Flamingo Crossings Development (the “Agreement”); and

**WHEREAS**, the County has requested and Supplier has agreed to provide wholesale Water Services to areas of the County’s service area that are located outside of FC Ultimate, provided that the quantity of wholesale Water Services supplied by Supplier to the County do not exceed the flows in the County Approved MUP; and

**WHEREAS**, a wastewater meter must be installed in order to correctly bill wastewater flows from the County; and

**WHEREAS**, the Parties wish to amend the Agreement to revise (i) the County service area to be served with Water Services to include areas outside of FC Ultimate, and (ii) the wastewater billing to be based on a wastewater flow meter to be installed at the Wastewater System Infrastructure Point of Connection as shown on Exhibit D-2 of the Agreement; and

**WHEREAS**, Supplier and the County hereby determine this Amendment to be in the public interest.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this Amendment, and for other good and valuable consideration, the receipt of which is acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. RECITALS INCORPORATED.** All of the recitals set forth above are true and correct, and are incorporated in and made a part of this Amendment by this reference.

**SECTION 2. DEFINITIONS.** Defined (capitalized) terms used in this Amendment, but not defined in this Amendment, have the meanings given to such terms by the Agreement.

**SECTION 3. MODIFICATIONS TO SECTION 3 OF THE AGREEMENT.** Section 3(b) of the Agreement is hereby amended with deletions shown in strikethrough and additions shown in underline as follows:

**SECTION 3. PROVISION OF WHOLESALE WATER SERVICE**

(b) Supplier shall provide wholesale water service to the County, based on up to the total quantity of flow in the County Approved MUP attached in **Exhibit "B,"** for ~~its~~the County's retail customers within the County's service area ~~within the FC Ultimate~~ on a temporary basis (1) until the date of construction substantial completion and the placing into service of the MRWSF and the WSRF, County infrastructure is available at the intersection of CR 545 and Western Way (the "County System Point of Connection"), and the FC Ultimate water service is connected, at no cost to the County, to the County system as shown on **Exhibit "C;"** or (2) until the date of construction substantial completion of the MRWSF and WSRF, and the FC Ultimate water service is connected to the County system beyond the County System Point of Connection, at no cost to the County, at the intersection of CR 545 and Western Way, whichever of (1) and (2) is earlier.

**SECTION 4. MODIFICATIONS TO SECTION 4 OF THE AGREEMENT.** Section 4(b) of the Agreement is hereby amended with deletions shown in strikethrough and additions shown in underline as follows:

**SECTION 4. PROVISION OF WHOLESALE WASTEWATER SERVICE**

(b) Supplier shall provide wholesale wastewater service to the County, based on up to the total quantity of flow in the County Approved MUP attached in **Exhibit "B,"** for ~~its~~the County's retail customers within the County's service area ~~in the FC Ultimate~~ on a temporary basis (1) until the date of construction substantial completion and the placing into service of the SWWRF and the MPS, County infrastructure is available at the intersection of CR 545 and Western Way, and the FC Ultimate wastewater service is connected, at no cost to the County, to

the County system as shown on **Exhibit "C,"** or (2) until the SWWRF and the MPS are placed into service, and the FC Ultimate wastewater services are connected to the County system beyond the County System Point of Connection, at no cost to the County, at the intersection of CR 545 and Western Way, whichever of (1) and (2) is earlier.

**SECTION 5. MODIFICATIONS TO SECTION 5 OF THE AGREEMENT.**

Section 5(b) of the Agreement is hereby amended with deletions shown in strikethrough and additions shown in underline as follows:

**SECTION 5. PROVISION OF WHOLESALE RECLAIMED WATER SERVICE**

(b) Supplier shall provide wholesale reclaimed water service to the County, ~~based on up to the total quantity of flow in~~ the County Approved MUP attached in **Exhibit "B,"** for ~~its~~the County's retail customers within the County's service area ~~in the FC Ultimate~~ on a temporary basis (1) until the date of construction substantial completion and the placing into service of the RWSRF, County infrastructure that is connected to the RWSRF, as shown in **Exhibit "C,"** is available at the intersection of CR 545 and Western Way, and the FC Ultimate reclaimed water service is connected to the County system at no cost to the County; or (2) until the RWSRF is placed into service, and at no cost to the County, the FC Ultimate reclaimed water service is connected to the County system beyond the intersection of CR 545 and Western Way, including a connection to the RWSRF, whichever of (1) and (2) is earlier.

**SECTION 6. MODIFICATIONS TO SECTION 6 OF THE AGREEMENT.**

Section 6(d) and Section 6(e) of the Agreement are hereby amended with deletions shown in strikethrough and additions shown in underline as follows:

**SECTION 6. RATE, PAYMENT, AND BILLING**

(d) Bills for water, wastewater, and reclaimed water service shall be calculated based on the respective monthly meter readings at the Wholesale Points of Connection as described in Section 8.

(e) Intentionally Omitted. ~~(e) The wastewater bill shall be based on the monthly water volume use as measured by the water meter at the Wholesale Point of Connection, multiplied by a factor of 0.818 (225 gpd per ERU divided by 275 gpd per ERC), where an Equivalent Residential Unit (ERU) for wastewater is equal to 225 gpd and an Equivalent Residential Connection (ERC) for water is equal to 275 gallons per day (gpd). Water used during construction of the new development within FC Ultimate may be subtracted from the wastewater bill upon request by the County provided that the water use is metered.~~

**SECTION 7. MODIFICATIONS TO SECTION 7 OF THE AGREEMENT.**

Section 7 of the Agreement is hereby amended with deletions shown in strikethrough and additions shown in underline as follows:

**SECTION 7. WATER USES**

Notwithstanding anything contained in this Agreement to the contrary, the County's use of the Water Services may serve customers within the FC Ultimate area as well as customers within portions of the County's service area that are outside of FC Ultimate, and outside the areas defined in the County Approved MUP, provided that the total quantities of flows do not exceed those stated in the County Approved MUP. shall be limited to service only to those customers located within the FC Ultimate area as described in Exhibit "A."

**SECTION 8. MODIFICATIONS TO SECTION 8 OF THE AGREEMENT.**

Section 8(c) and Section 8(d) of the Agreement are hereby amended with deletions shown in strikethrough and additions shown in underline as follows:

**SECTION 8. WHOLESALE POINTS OF CONNECTION**

(c) Meter assemblies are to be installed at the water, wastewater, and reclaimed water Wholesale Points of Connection. Water and reclaimed water wholesale meter assemblies shall be as shown in Exhibit "E." The division of ownership shall be as shown in **Exhibit "D."** **Exhibit "E"** is attached hereto and incorporated herein by reference.

(d) At no cost to the County, Supplier shall operate, maintain, and modify as necessary, its distribution, collection, and transmission systems on Supplier's side of the Wholesale Points of Connection to the County's utility system to the extent necessary to ensure delivery of wholesale water and reclaimed water service to the FC Ultimate serve the quantities of flows to the County, and wholesale wastewater service to serve the quantity of flow from the County, as stated in the County Approved MUP attached in Exhibit "B."

**SECTION 9. MODIFICATIONS TO SECTION 10 OF THE AGREEMENT.**

Section 10 of the Agreement is hereby amended with deletions shown in strikethrough and additions shown in underline as follows:

**SECTION 10. METERING**

Supplier shall install and properly calibrate metering equipment at all water, wastewater, and reclaimed water Wholesale Points of Connection. Such equipment shall remain the property of Supplier, who shall be responsible for its operation, maintenance, calibration and replacement throughout the term of this Agreement. Supplier shall read the meters for billing purposes. The metering

equipment shall be of standard make and type and shall meet the standards of the American Water Works Association ("AWWA") for accuracy. With the County present, Supplier shall test the metering equipment for accuracy without charge to the County once during any twelve month period. Supplier shall perform such additional testing as may be requested by the County, with the County present, at a charge to the County not to exceed Supplier's actual cost for such tests. Supplier shall provide the County with copies of the test results within thirty days of each test. Notwithstanding the foregoing, Supplier will not charge the County for tests that discover an inaccurate meter, as defined by AWWA. If an inaccurate meter is discovered, Supplier shall make bill adjustments for up to twelve months preceding the test. Bill adjustments will be accounted for in the next billing cycle and a separate bill will not be generated.

**SECTION 10. RECORDING.** The Parties agree that this Amendment shall be recorded by Supplier at Supplier's expense in the Public Records of Orange County, Florida.

**SECTION 11. RATIFICATION; CONFLICT.** Except as specifically modified and amended by this Amendment, the Agreement remains in full force and effect and is ratified and confirmed by the Parties. In the event of a conflict between the terms of the Agreement and this Amendment, the terms and provisions of this Amendment shall control and be given effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the dates indicated below by their duly authorized representatives.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

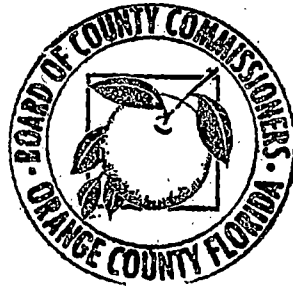
By: *Jerry L. Demings*  
for Jerry L. Demings  
Orange County Mayor

Date: 04/13/21

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Print Name: Katie Smith

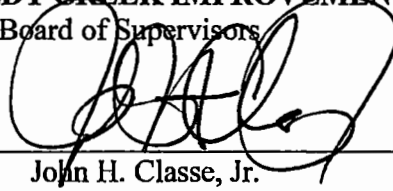


[SIGNATURES CONTINUED ON FOLLOWING PAGE]

**REEDY CREEK IMPROVEMENT DISTRICT**

By: Board of Supervisors

By:



John H. Classe, Jr.  
District Administrator

Date:

2/24/21

WITNESS:



Printed Name: Wanda Lisker