



## Interoffice Memorandum

August 8, 2022

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

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

A handwritten signature in black ink, appearing to be "Ed Torres", written over the printed name and title.

**SUBJECT: BCC AGENDA ITEM – Consent Agenda  
August 30, 2022 BCC Meeting  
Fifth Amendment to the Cypress Lake Alternative Water Supply  
Agreement  
Contact Person: Teresa Remudo, P. E., Deputy Director  
Utilities Department  
407-254-9803**

On August 30, 2011, the Board approved the Interlocal Agreement Amongst the Water Cooperative of Central Florida, Orange County and Reedy Creek Improvement District Relating to the Preliminary Design and Permitting of the Alternative Water Supply Project Known as the Cypress Lake Wellfield and Related Matters. The Agreement defined all parties' financial and implementation obligations for permitting, a water transmission study, and preliminary design of the Cypress Lake Wellfield project.

Since approval of the interlocal agreement, Orange County has become a member of the Water Cooperative of Central Florida and four amendments have been approved. The amendments addressed modifications to the project management tasks, modifications and additions to the scope to move the Cypress Lake Wellfield project forward, and changed the name of the Agreement to The Cypress Lake Alternative Water Supply Agreement.

This Fifth Amendment to the Agreement provides for the addition of a new phase (Phase III-Stage 6) for additional services related to property acquisition, the construction of three production wells, the retrofit of one production well, and addition of a second concentrate monitoring well. Phase III-Stage 6 also includes consulting services related to financing, construction, and governance of the project. The total estimated cost of Phase III-Stage 6 is \$20,800,000, of which 30% or \$6,240,000 is Orange County's share. This Fifth Amendment increases the total estimated cost of Phase III-Stage 6 of the project to \$34,630,000 of which Orange County's total share is \$10,389,000.

The County Attorney's Office staff finds the agreement acceptable. Utilities Department staff recommends approval.

**Action Requested:** Approval and execution of Fifth Amendment to The Cypress Lake Alternative Water Supply Agreement by and between The Water Cooperative of Central Florida and Reedy Creek Improvement District.

**All Districts.**

BCC Mtg. Date: August 30, 2022

This instrument prepared by  
and return to:  
Silvia M. Alderman, Esq.  
Akerman LLP  
201 East Park Avenue, Suite 300  
Tallahassee, Florida 32301

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**FIFTH AMENDMENT TO  
THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY AGREEMENT**

This Fifth Amendment to the Cypress Lake Alternative Water Supply Agreement ("FIFTH AMENDMENT") is made and entered into by and between THE WATER COOPERATIVE OF CENTRAL FLORIDA ("THE COOPERATIVE"), a unit of local government, whose address is c/o its agent, Tohopekaliga Water Authority ("TOHO"), 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 and REEDY CREEK IMPROVEMENT DISTRICT ("RCID"), an independent special district created pursuant to Chapter 67-764, Laws of Florida, whose address is P.O. Box 10170, Lake Buena Vista, Florida 32830, referred to by name or as "PARTY" or collectively referred to as the "PARTIES."

WITNESSETH:

**WHEREAS**, the PARTIES entered into an agreement on August 30, 2011, captioned "Interlocal Agreement amongst The Water Cooperative of Central Florida, Orange County and Reedy Creek Improvement District Relating to the Preliminary Design and Permitting of the Alternative Water Supply Project Known as the Cypress Lake Wellfield and Related Matters" ("AGREEMENT"); and

**WHEREAS**, subsequent to entering into the AGREEMENT, ORANGE COUNTY became a member of THE COOPERATIVE, with all rights, privileges and responsibilities attendant therefrom; and

**WHEREAS**, the PARTIES entered into an amendment to the AGREEMENT ("FIRST AMENDMENT"), effective as of June 26, 2014, to: 1) transfer certain PROJECT Management and Administration tasks to TOHO; 2) provide for reimbursement to TOHO for performance of the PROJECT Management and Administration Responsibilities as further described in the FIRST AMENDMENT; and 3) change the name of the AGREEMENT to: the "Interlocal Agreement Between the Water Cooperative of Central Florida and Reedy Creek Improvement District Relating to the Preliminary Design and Permitting of the Alternative Water Supply Project Known as the Cypress Lake Wellfield and Related Matters;" and

**WHEREAS**, the PARTIES entered into a second amendment to the AGREEMENT ("SECOND AMENDMENT") effective as of September 23, 2015, to carry forward a new Phase III, including: 1) authorizing the new Phase III work; 2) redirecting certain previously approved but as yet uncommitted funds from Phase II to Phase III with no new funding obligations and an overall reduction in budget; 3) ratifying the transfer to TOHO of certain PROJECT Management and Administration tasks and eliminating remuneration therefor, redirecting those management funds to other tasks as provided in the SECOND AMENDMENT; and 4) amending the Scope of Work and Total Estimated Cost to refine the descriptions to coincide more fully with services

already completed and those yet to be undertaken by amending Exhibits 1 and 3 and adding a new Exhibit 4; and

**WHEREAS**, the PARTIES entered into a third amendment to the AGREEMENT ("THIRD AMENDMENT"), effective as of February 15, 2018, having determined that further steps in Phase III, Stages 1, 2 and 3 and a new Stage 4 should be carried forward under the AGREEMENT, including the following: 1) design and construction of the first of three concentrate disposal wells following the issuance of a permit for concentrate disposal and a Water Quality Criteria Exemption ("WQCE") by the Florida Department of Environmental Protection ("FDEP"), said initial well to be for the purpose of verifying permit conditions and to determine the need to make modifications; 2) establishment of a projected schedule for the design of the well in FY 2017 and construction in FY 2018, beginning October 1, 2017; 3) provision for the local government guarantee required as a condition of issuance of the permit; and 4) acquisition of a concentrate disposal well easement for one of the three proposed disposal wells covering the zone of discharge of the wells and of an option to purchase the water treatment plant site; and

**WHEREAS**, the PARTIES entered into a fourth amendment to the AGREEMENT ("FOURTH AMENDMENT"), effective as of November 13, 2020, which: 1) changed the name of the interlocal agreement from "INTERLOCAL AGREEMENT BETWEEN THE WATER COOPERATIVE OF CENTRAL FLORIDA AND REEDY CREEK IMPROVEMENT DISTRICT RELATING TO THE PRELIMINARY DESIGN AND PERMITTING OF THE ALTERNATIVE WATER SUPPLY PROJECT KNOWN AS THE CYPRESS LAKE WELLFIELD AND RELATED MATTERS" to "THE CYPRESS LAKE ALTERNATIVE WATER SUPPLY AGREEMENT;" 2) as a new Phase III, Stage 5, set forth and authorized: a) the parameters, schedule and budget for the Cypress Lake Wellfield Raw Water Main and Water Treatment Plant final design, permitting, and bidding; b) the budget and services required to prepare and submit the initial ten-year report required by Limiting Condition 22 of SFWMD Permit No. 49-02051-W; c) the update to the hydraulic model and infrastructure cost estimate found in the document entitled "Cypress Lake Potable Water Transmission, Optimization and Interconnection Analysis and Conceptual Design Water Wheeling Plan" ("Water Wheeling Plan"); d) a permitting allowance; and e) the clarification that, having received a construction permit from FDEP for three Class V Group 4 concentrate disposal wells (to be known hereinafter as concentrate disposal wells, as further detailed below), the PARTIES will proceed with the construction of the first of three wells (which was previously approved as part of Phase III, Stage 4) concurrently with the process of securing the WQCE from FDEP; and 3) set forth certain options available to RCID that will afford it the opportunity to continue its participation in the AGREEMENT and receive all benefits as a full PARTY through entry of a bulk rate wholesale agreement with TOHO, without having to contribute any additional funds over and above those presently obligated by RCID as of the effective date of the FOURTH AMENDMENT, so long as it exercises the option to enter into the bulk rate wholesale agreement; and

**WHEREAS**, the PARTIES continue to recognize the benefits of regional cooperation and have determined that entering into this FIFTH AMENDMENT is in their mutual interest in order to: A) change all references in the AGREEMENT from TWA to TOHO so as to be more consistent with the current terminology used to identify that Party and change all references in the AGREEMENT from "Class V, Group 4 concentrate disposal wells" to "concentrate disposal wells" to provide flexibility in the event the classification should change in the future; B) approve a new Phase III, Stage 6 authorizing: 1) engagement of the following: a) bond counsel; b) financial advisor; c) rate study consultant; d) consultant services to provide coordination and support services for tasks related to governance, management, operations and financing/funding of the PROJECT; e) consultant services for construction administration, and construction observation

for 3 production wells, 1 production well retrofit, and 1 monitoring well at the IW-2 concentrate disposal well site; f) CMAR preconstruction services; g) legal services for contract preparation; and h) 3rd party operator preconstruction services; 2) construction of 3 production wells and 1 production well retrofit; 3) property acquisition; 4) construction of a second monitoring well at the IW-2 concentrate disposal well site and 5) a contingency for unforeseen and additional services related to the PROJECT; and

**WHEREAS**, THE COOPERATIVE is empowered to enter into interlocal agreements and amendments under the authority of its charter and section 163.01, Florida Statutes (2018); and

**WHEREAS**, RCID is empowered to enter into interlocal agreements and amendments thereto pursuant to Chapter 67-764, Laws of Florida.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual covenants, terms and conditions contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the PARTIES agree as follows:

**SECTION 1. Recitals of this FIFTH AMENDMENT.** The above recitals are true and correct and form a material part of this FIFTH AMENDMENT.

**SECTION 2. Specific Amendments to the AGREEMENT.** The AGREEMENT is further amended as follows:

a) All references to TWA wherever they appear in the AGREEMENT are hereby changed to TOHO and all references to "Class V Group 4 concentrate disposal wells" are changed to "concentrate disposal wells."

b) The Ninth WHEREAS clause of the AGREEMENT is further amended by replacing the existing text *in toto* with the following:

WHEREAS, the PARTIES have determined that the design and permitting for the Cypress Lake Wellfield and its concentrate disposal wells involves substantial work (hereinafter collectively referred to as the "Work"), including: A) the preliminary design, water use permitting, environmental permitting, study relating to the transmission of water between the PARTIES and other work detailed in the SECOND AMENDMENT, as amended by the THIRD AMENDMENT, all of which are described in the Summary Scope of Work, as amended by the THIRD AMENDMENT in Exhibit 1 – Revised 2016, attached thereto and incorporated therein; B) the Scope of Services set forth in Exhibit 5 to the FOURTH AMENDMENT; C) an update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan as described in the FOURTH AMENDMENT; and D) a Phase III, Stage 6 authorizing: 1) engagement of the following: a) bond counsel; b) financial advisor; c) rate study consultant; d) consultant services to provide coordination and support services for tasks related to governance, management, operations and financing/funding of the PROJECT; e) consultant services for construction administration, and construction observation for 3 production wells and 1 production well retrofit; f) CMAR preconstruction services; g) legal services for contract preparation; and h) 3rd party operator preconstruction services; 2) construction of 3 production wells and 1 production well retrofit; 3) property acquisition; and 4) a contingency for unforeseen and additional services related to the PROJECT.

- c) Section I. of the AGREEMENT, **Recitals**, is further amended by replacing the existing text *in toto* with the following:

The purpose and recitals of the AGREEMENT are true and correct to the best of the knowledge of the PARTIES, and are incorporated by reference herein. The PURPOSE statement of the AGREEMENT, is further amended by replacing the existing text *in toto* with the following:

THE overall PURPOSE of this AGREEMENT is to set forth the understandings of the PARTIES and the terms and conditions relating to: A) the funding, planning, and design, comprehensive plan amendments, zoning and land use approvals, water use permitting and construction of the raw water supply wells, raw water main, water treatment plant and concentrate disposal wells (collectively, the "Cypress Lake Wellfield" or the "PROJECT," or portion thereof as the usage of the word indicates); B) the study of the transmission of water between the PARTIES, development of cost and rate model/formulas for water wheeling and any necessary updates thereto; C) acquisition of property, permitting, development of data to support permitting of a water treatment reject concentrate disposal system, design and construction of the initial concentrate disposal well to verify the permit conditions and any need to modify the well design; D) the final design for the PROJECT; E) the services required to prepare and submit the initial ten-year report required by Limiting Condition 22 of SFWMD Permit No. 49-02051-W; and, F) engagement of the following: a) bond counsel; b) financial advisor; c) rate study consultant; d) consultant services to provide coordination and support services for tasks related to governance, management, operations and financing/funding of the PROJECT; e) consultant services for construction administration, and construction observation for 3 production wells and 1 production well retrofit; f) CMAR preconstruction services; g) legal services for contract preparation; and h) 3rd party operator preconstruction services; 2) construction of 3 production wells and 1 production well retrofit; and 3) additional property acquisition. Additional agreements or amendments will be necessary to set forth the terms and conditions relating to: 1) additional property acquisition, comprehensive plan amendments, zoning and land use approvals; 2) construction of and contract administration services for the raw water supply wells, raw water main, water treatment plant, the remaining concentrate disposal wells and other associated appurtenances set forth in Exhibit 5 to the FOURTH AMENDMENT; 3) operation and maintenance of the Cypress Lake Wellfield and Water Treatment Plant; and 4) additional permit compliance actions. Participation in this AGREEMENT will not bind any of the PARTIES to participation in any future agreement or amendment.

- d) Subsection VI. A. of the AGREEMENT is further amended by replacing the existing text *in toto* with the following:

A. The PARTIES agree that the activities authorized by this AGREEMENT shall be performed in accordance with the Work, including the Total Estimated

Cost ("TEC") for Phases I, II and III, as set forth in this AGREEMENT. The negotiated scope of work ("NSW") shall be implemented consistent with and in a manner not to exceed the TEC. For the purposes of this AGREEMENT, the term "NSW" means the Work for Phases II and III, to be negotiated between the Project Administrator and the consultant(s) selected to perform the activities contemplated under this AGREEMENT.

e) Subsection VI. B. of the AGREEMENT is further amended by replacing the existing text *in toto* with the following:

B. The Work shall consist of three phases: Phases I, II and III. Phase I has consisted of Work leading to the permitting of the Cypress Lake Wellfield, most of which has already been undertaken by TOHO, individually (i.e., not as the agent of THE COOPERATIVE). Phase II has consisted of Part A – Preliminary Design, and Part B – Study of the Transmission of Water between the PARTIES. Phase III has consisted of, or where not yet complete, shall consist of six stages:

Stage 1 - Development of a financial model for allocating costs among the PARTIES for the PROJECT, including the charges for the transmission of water among the PARTIES;

Stage 2 – Appraisals, surveys, legal services, purchase options and other miscellaneous work related to acquisition of the water plant site, well sites and pipeline easements;

Stage 3 - Permitting and data development to support permitting of a water treatment reject concentrate disposal system, including the WQCE permitting;

Stage 4 - Design of one concentrate disposal well, construction/testing of one concentrate disposal well, and construction observation including FDEP reporting, with design work to commence in FY 2017 and construction to commence on or after August 1, 2020, with said construction to occur concurrently with the processing of the WQCE exemption;

Stage 5 – Implementation of the Cypress Lake Wellfield, Raw Water Main and Water Treatment Plant Final Design, Permitting, Bidding, and preparation and submittal of the initial ten-year report required by Limiting Condition 22 of SFWMD Permit No. 49-02051-W, both as described in Exhibit 5 of the FOURTH AMENDMENT; preparation of an update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan;

Stage 6 – 1) Engagement of the following: a) bond counsel; b) financial advisor; c) rate study consultant; d) consultant services to provide coordination and support services for tasks related to governance, management, operations and financing/funding of the PROJECT; e) consultant services for construction administration, and construction observation for 3 production wells, 1 production well retrofit and 1 monitoring well at the IW-2 concentrate disposal well site; f) CMAR

preconstruction services; g) legal services for contract preparation; and h) 3rd party operator preconstruction services; 2) construction of 3 production wells and 1 production well retrofit; 3) property acquisition; 4) construction of a second monitoring well at the IW-2 concentrate disposal well site; and 5) a contingency for unforeseen and additional services related to the PROJECT.

References to "Phase" herein shall mean Phase I, Phase II or Phase III, as the usage of the word indicates and references to "Part" shall mean Phase II, Part A or Phase II, Part B, as the usage of the word indicates. References to "Stage" herein shall mean Phase III, Stage I; Phase III, Stage 2; Phase III, Stage 3; Phase III, Stage 4, Phase III, Stage 5, or Phase III, Stage 6 as the usage of the word indicates.

f) Subsection IX. B. of the AGREEMENT is further amended by replacing the existing text *in toto* with the following:

The TEC for Phase II is two million five hundred ninety two thousand sixty dollars and forty cents (\$2,592,060.40), as more particularly described in Exhibit 3 – Revised, attached thereto and incorporated therein by the THIRD AMENDMENT.

The TEC for Phase III, Stages 1-4 is five million nine hundred seventy thousand dollars (\$5,970,000.00), as more particularly described in Exhibit 4 - Revised 2016. All consultant and legal fees and costs for land acquisition (excluding cost of real property), are included in the TEC for Phase II, Part A and Phase III and are identified in Exhibits 3 – Revised and 4 - Revised 2016.

Exhibit 3 of the AGREEMENT, which was amended by the SECOND AMENDMENT by replacing the then existing text *in toto* with the new Exhibit 3 – Revised, remains unchanged, as amended by the SECOND AMENDMENT. Exhibit 4, which was added by the SECOND AMENDMENT and replaced *in toto* by Exhibit 4 – Revised 2016 by the THIRD AMENDMENT, remains unchanged.

The TEC for Phase III, Stage 5 is seven million eight hundred sixty thousand dollars (\$7,860,000.00), constituting: 1) the consultant's fee for the final design, permitting and bidding for the raw water supply wells, raw water main, water treatment plant and concentrate disposal wells, and for preparation and submittal of the initial ten-year report required by Limiting Condition 22 of SFWMD Permit No. 49-02051-W, as more particularly described in Exhibit 5 to the FOURTH AMENDMENT, incorporated by reference herein of six million seven hundred thirty-six thousand two hundred thirty-three dollars (\$6,736,233.00), together with a contingency to cover unforeseen circumstances and out of scope design changes of 10%, rounded to a total of seven million four hundred ten thousand (\$7,410,000.00); 2) a permitting allowance of one hundred thousand dollars (\$100,000.00); and 3) a budget of three hundred fifty thousand dollars (\$350,000.00) for preparation of an update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan. A summary of the budget for Phase III, Stage 5, is attached hereto and incorporated herein as Exhibit 6 to the FOURTH AMENDMENT.

The TEC for Phase III, Stage 6 is \$20,800,000.00. A summary of the budget for Phase III, Stage 6 is attached hereto and incorporated herein as Exhibit 7.

- g) Subsection IX. F. of the AGREEMENT is further amended by replacing the existing text *in toto* with the following:

For Phase II, Part A, each PARTY, or member government in the case of THE COOPERATIVE, agrees to participate financially according to its estimated Cost-Share shown on the table set forth in this Subsection. The rights and obligations of THE COOPERATIVE are set forth below next to the names of its member governments who are participating in this AGREEMENT in the proportions set out below. The amount of funding for each PARTY, or member government in the case of the COOPERATIVE, represents the amount of public supply water (annual average) expected from the PROJECT based on the estimated available yield. The share of the estimated PROJECT cost of the PARTIES, or member government in the case of THE COOPERATIVE, for Phase II, Part A will be as follows:

**PHASE II, PART A**

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
TOHO	40%	\$758,233.20
ORANGE COUNTY	30%	\$568,674.90
POLK COUNTY	10%	\$189,558.30
ST. CLOUD	16.7%	\$316,562.36
RCID	3.3%	\$62,554.24
<b>TOTAL</b>	<b>100%</b>	<b>\$1,895,583.00</b>

For Phase III, Stages 1-4, each PARTY, or member government in the case of THE COOPERATIVE, agrees to participate financially according to its estimated Cost-Share shown on the table set forth below in this Subsection. The rights and obligations of THE COOPERATIVE are set forth below next to the names of its member governments who are participating in this AGREEMENT in the proportions set out below. The amount of funding for each PARTY, or member government in the case of the COOPERATIVE, represents the amount of public supply water (annual average) expected from the PROJECT based on the estimated available yield. The share of the estimated PROJECT cost of the PARTIES, or member government in the case of THE COOPERATIVE, for Phase III, Stages 1-4 will be as follows:

**PHASE III, STAGES 1-4**

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
TOHO	40%	\$2,388,000.00
ORANGE COUNTY	30%	\$1,791,000.00
POLK COUNTY	10%	\$597,000.00
ST. CLOUD	16.7%	\$995,000.00
RCID	3.3%	\$199,000.00

<b>TOTAL</b>	<b>100%</b>	<b>\$5,970,000.00</b>
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For Phase III, Stage 5, each PARTY, or member government in the case of THE COOPERATIVE, agrees to participate financially according to its estimated Cost-Share shown on the table set forth below in this Subsection as further detailed in Exhibit 6 to the FOURTH AMENDMENT. The rights and obligations of THE COOPERATIVE are set forth below next to the names of its member governments who are participating in this AGREEMENT in the proportions set out below. The amount of funding for each PARTY, or member government in the case of the COOPERATIVE, represents the amount of public supply water (annual average) expected from the PROJECT based on the estimated available yield. The share of the estimated PROJECT cost of the PARTIES, or member government in the case of THE COOPERATIVE, for Phase III, Stage 5 will be as follows:

**PHASE III, STAGE 5**

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
TOHO	40%	\$3,144,000.00
ORANGE COUNTY	30%	\$2,358,000.00
POLK COUNTY	10%	\$ 786,000.00
ST. CLOUD	16.7%	\$1,310,000.00
RCID*	3.3%	\$ 262,000.00
<b>TOTAL</b>	<b>100%</b>	<b>\$7,860,000.00</b>

**\* RCID's share to be paid by TOHO pursuant to other provisions of this AGREEMENT and/or other agreements.**

For Phase III, Stage 6, each PARTY, or member government in the case of THE COOPERATIVE, agrees to participate financially according to its estimated Cost-Share shown on the table set forth below in this Subsection as further detailed in Exhibit 7. The rights and obligations of THE COOPERATIVE are set forth below next to the names of its member governments who are participating in this AGREEMENT in the proportions set out below. The amount of funding for each PARTY, or member government in the case of the COOPERATIVE, represents the amount of public supply water (annual average) expected from the PROJECT based on the estimated available yield. The share of the estimated PROJECT cost of the PARTIES, or member government in the case of THE COOPERATIVE, for Phase III, Stage 6 will be as follows:

**PHASE III, STAGE 6**

<b>PARTY</b>	<b>PERCENT</b>	<b>COST-SHARE AMOUNT</b>
TOHO	40%	\$ 8,320,000.00
ORANGE COUNTY	30%	\$ 6,240,000.00
POLK COUNTY	10%	\$ 2,080,000.00
ST. CLOUD	16.7%	\$ 3,466,666.67
RCID *	3.3%	\$ 693,333.33

<b>TOTAL</b>	<b>100%</b>	<b>\$20,800,000.00</b>
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**\* RCID's share to be paid by Toho pursuant to other provisions of this AGREEMENT and/or other agreements.**

h) Section XIX. Subsection I of the AGREEMENT is further amended by replacing the existing text *in toto* with the following:

I. RCID Special Conditions. The following special conditions shall be applicable to RCID's participation in the AGREEMENT:

(1) At the time of execution of the FOURTH AMENDMENT, RCID anticipates that it will withdraw its participation in this AGREEMENT within two years of the effective date of the FOURTH AMENDMENT as follows: (a) TOHO and RCID will execute a mutually acceptable bulk rate wholesale agreement for TOHO to deliver to RCID a volume of water equivalent to RCID's allocation of water per this AGREEMENT; and (b) TOHO will manage RCID's allocation of water under this AGREEMENT to enable TOHO to fulfill the obligations, at TOHO's sole cost and expense, of the contemplated bulk rate wholesale agreement. From and after the effective date of the FOURTH AMENDMENT, TOHO shall cover RCID's portion of the cost of Phase III, Stage 5 and Phase III, Stage 6 contracted after the effective date of the FOURTH AMENDMENT, but in all other respects, RCID shall continue to participate in the obligations and receive all rights and benefits as a PARTY in the AGREEMENT until it withdraws from this AGREEMENT. Notwithstanding anything to the contrary contained herein, to the extent so provided in the bulk rate wholesale agreement between TOHO and RCID, RCID's allocation of alternative water rights/water credits under this AGREEMENT will remain with RCID by virtue of executing the bulk rate wholesale agreement with TOHO. After RCID executes the bulk rate wholesale agreement and withdraws, the PARTIES shall not amend this AGREEMENT to provide otherwise or to decrease RCID's allocation of water per this AGREEMENT or allocation of alternative water rights/water credits under this AGREEMENT so long as the bulk rate wholesale agreement between TOHO and RCID remains in effect.

(2) If RCID elects to not withdraw nor enter into a bulk rate wholesale agreement with TOHO within the time specified in Subsection XIX. I. (1), RCID must notify TOHO and shall participate fully as a PARTY in this AGREEMENT (subject to its right to withdraw under Subsection IX. I. of this AGREEMENT as modified by Subsection XIX. J. of this AGREEMENT). No later than forty-five (45) days after the second anniversary of the effective date of the FOURTH AMENDMENT, RCID must reimburse TOHO for any portion of the costs and expenses advanced by TOHO on behalf of RCID, up to the date of the notice, with 3% interest, and assume responsibility for RCID's prorated share of any remaining contractual obligations associated with the FOURTH AMENDMENT. Nothing herein shall preclude RCID from notifying TOHO that it elects to not enter into a bulk rate wholesale agreement any time before the completion of the two-year period, and RCID shall only be required to reimburse TOHO for costs and expenses advanced with 3% interest through the date of notification. Nothing herein releases RCID from any obligation that existed before the effective date of the FOURTH AMENDMENT.

(3) If, within the time specified in Subsection XIX. I. (1), RCID does not elect to proceed as provided in Subsections XIX. I. (1) or (2), then it shall withdraw its participation in this AGREEMENT in accordance with the terms of Subsection IX. I., except as modified by Subsection XIX. J.

**SECTION 3. General Amendments and Ratifications to the AGREEMENT.** Wherever the term "AGREEMENT" appears in the AGREEMENT, the FIRST AMENDMENT, the SECOND AMENDMENT, the THIRD AMENDMENT, the FOURTH AMENDMENT, or this FIFTH AMENDMENT, said reference is amended and understood to mean the AGREEMENT as amended by the FIRST AMENDMENT the SECOND AMENDMENT, the THIRD AMENDMENT the FOURTH AMENDMENT and this FIFTH AMENDMENT. Wherever the term "PROJECT" appears in the AGREEMENT or in the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, or this FIFTH AMENDMENT said reference is amended and understood to mean the totality of the PROJECT, or a portion thereof as the usage of the word indicates. All other provisions of the AGREEMENT, as amended by the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT and this FIFTH AMENDMENT are hereby ratified and remain in full effect.

**SECTION 4. Filing.** Pursuant to section 163.01(11), Florida Statutes (2016), this FIFTH AMENDMENT shall be filed with the clerks of the circuit court of Orange, Osceola and Polk counties.

**SECTION 5. Effective Date.** This FIFTH AMENDMENT shall become effective on the last date that: 1) the PARTIES hereto and the member governments of THE COOPERATIVE have executed same; and 2) this FIFTH AMENDMENT is recorded in the public records of Orange, Osceola and Polk counties.

***[Signature pages to follow.]***

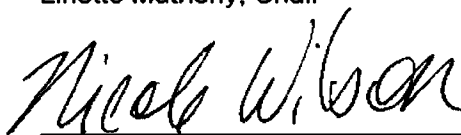
IN WITNESS WHEREOF, the undersigned has caused this FIFTH AMENDMENT to be duly executed.

THE WATER COOPERATIVE OF CENTRAL FLORIDA

By: its Board of Supervisors



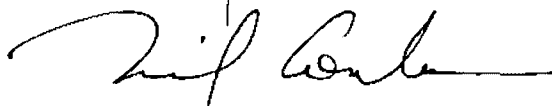
Linette Matheny, Chair



Nicole Wilson, Vice Chair



Hector Lizasua, Secretary



Neil Combee

Date: November 9, 2022


IN WITNESS WHEREOF, the undersigned has caused this FIFTH AMENDMENT to be duly executed.

REEDY CREEK IMPROVEMENT DISTRICT

By:

  
John Class, District Administrator

Attest:

  
Clerk, Board of Supervisors

Date:

8-24-20

IN WITNESS WHEREOF, the undersigned has executed this FIFTH AMENDMENT below in its capacity as a member government of THE WATER COOPERATIVE OF CENTRAL FLORIDA and, in its individual capacity, to ratify and accept on to itself the obligations of the CITY OF ST. CLOUD and the respective obligations of the individual member governments as they apply to the CITY OF ST. CLOUD, in accordance with the terms of the AGREEMENT as amended.

CITY OF ST. CLOUD, FLORIDA

By: Nathan Blackwell  
Nathan Blackwell, Mayor

Attest: Ivy De La Cruz  
Ivy De La Cruz, City Clerk

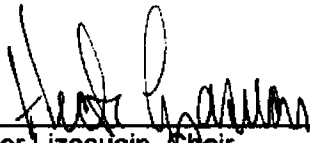
Date: 9/8/22

Approved by: [Signature]  
City Attorney

IN WITNESS WHEREOF, the undersigned has executed this FIFTH AMENDMENT below in its capacity as a member government of THE WATER COOPERATIVE OF CENTRAL FLORIDA and, in its individual capacity, to ratify and accept on to itself the obligations of the TOHOPEKALIGA WATER AUTHORITY and the respective obligations of the individual member governments as they apply to the TOHOPEKALIGA WATER AUTHORITY, in accordance with the terms of the AGREEMENT, as amended.



TOHOPEKALIGA WATER AUTHORITY  
By: Board of Supervisors

By:   
Hector Lizasuain, Chair

Attest:  Henry Thacker for  
William "Bill" Land, Secretary

Date: August 17, 2022

Approved by:   
Attorney

IN WITNESS WHEREOF, the undersigned has executed this FIFTH AMENDMENT below in its capacity as a member government of WATER THE COOPERATIVE OF CENTRAL FLORIDA and, in its individual capacity, to ratify and accept on to itself the obligations of POLK COUNTY and the respective obligations of the individual member governments as they apply to POLK COUNTY, in accordance with the terms of the AGREEMENT, as amended.

POLK COUNTY, FLORIDA

By: Board of County Commissioners

By:

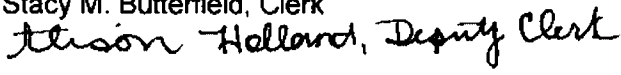
  
Martha Santiago, Chair



Stacy M. Butterfield, Clerk

Attest:

Stacy M. Butterfield, Clerk

  
Alison Holland, Deputy Clerk

Date:

9/6/22

Approved by:

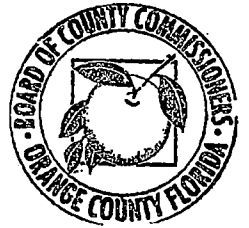


County Attorney

IN WITNESS WHEREOF, the undersigned has executed this FIFTH AMENDMENT below in its capacity as a member government of THE WATER COOPERATIVE OF CENTRAL FLORIDA, and, in its individual capacity, to ratify and accept on to itself the obligations of ORANGE COUNTY and the respective obligations of the individual member governments as they apply to ORANGE COUNTY, in accordance with the terms of the AGREEMENT, as amended.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

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



Attest: Phil Diamond, C.P.A., County Comptroller  
As Clerk to the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Date: August 30, 2022

Exhibit 7  
Phase III, Stage 6 Costs

Bond counsel	\$75,000.00
Financial advisor	\$75,000.00
Rate study consultant	\$250,000.00
Consultant services to provide coordination and support services for tasks related to governance, management, operations and financing/funding of the PROJECT	\$250,000.00
Consultant services for construction administration, and construction observation for 3 production wells, 1 production well retrofit, and 1 monitoring well at the IW-2 concentrate disposal well site	\$1,900,000.00
CMAR preconstruction services	\$750,000.00
Legal services for contract preparation	\$250,000.00
3rd party operator preconstruction services	\$250,000.00
Construction of 3 production wells and 1 production well retrofit	\$10,000,000.00
Property acquisition	\$4,000,000.00
Construction of a Second Monitoring Well at IW-2 concentrate disposal well site	\$1,500,000.00
Contingency for unforeseen and additional services related to the PROJECT	\$1,500,000.00
<b>Total</b>	<b>\$20,800,000.00</b>