

This instrument prepared by:
Silvia M. Alderman, Esq.
Akerman LLP
201 East Park Avenue, Suite 300
Tallahassee, Florida 32301
Return to:
Office of General Counsel
Toho Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

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

This Seventh Amendment to the Cypress Lake Alternative Water Supply Agreement, to be known as the "SEVENTH AMENDMENT," is made and entered into by and between THE WATER COOPERATIVE OF CENTRAL FLORIDA ("COOPERATIVE"), and, individually, its Member Governments, as defined herein below, the City of St. Cloud ("ST. CLOUD"), Tohopekaliga Water Authority ("TOHO"), Orange County ("ORANGE COUNTY"), and Polk County ("POLK COUNTY"), referred to by name or as "PARTY," or collectively referred to as the "PARTIES."

WITNESSETH:

WHEREAS, through the COOPERATIVE and individually, on August 30, 2011, ST. CLOUD, TOHO and POLK COUNTY entered into an agreement with ORANGE COUNTY and Reedy Creek Improvement District ("RCID") 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 ("PROJECT") 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, through the COOPERATIVE and individually, the PARTIES and RCID entered into an amendment to the AGREEMENT ("FIRST AMENDMENT"), effective as of June 26, 2014, that: 1) transferred certain PROJECT Management and Administration tasks to TOHO; 2) provided for reimbursement to TOHO for performance of the PROJECT Management and Administration tasks as further described in the FIRST AMENDMENT; and 3) changed 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, through the COOPERATIVE, and individually, the PARTIES and RCID entered into a second amendment ("SECOND AMENDMENT") to the AGREEMENT, as amended, effective as of September 23, 2015, to carry forward a new Phase III, including: 1)

authorizing the new Phase III Scope of 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 to the AGREEMENT, as amended; and

WHEREAS, through the COOPERATIVE and individually, the PARTIES and RCID entered into a third amendment ("THIRD AMENDMENT") to the AGREEMENT, as amended, 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, as amended, 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, through the COOPERATIVE and individually, the PARTIES and RCID entered into a fourth amendment ("FOURTH AMENDMENT") to the AGREEMENT, as amended, 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 South Florida Water Management District ("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 thereafter as concentrate disposal wells), 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 afforded it the opportunity to enter into a bulk rate wholesale agreement with TOHO, continue its participation in the AGREEMENT, as amended, as a full PARTY, or withdraw from the AGREEMENT, as amended; and

WHEREAS, through the COOPERATIVE and individually, the PARTIES and RCID entered into a fifth amendment ("FIFTH AMENDMENT") to the AGREEMENT, as amended, effective as of December 6, 2022, which: 1) changed all references in the AGREEMENT, as amended, from TWA to TOHO so as to be more consistent with the current terminology used to identify that PARTY; 2) changed all references in the AGREEMENT, as amended, 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; 3) approved a new Phase III, Stage 6 authorizing: a) engagement of the following: i) bond counsel; ii) financial advisor; iii) rate study consultant; iv) consultant services to provide coordination and support services for tasks related to governance, management, operations and financing/funding of the PROJECT; v) 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; vi) CMAR preconstruction services; vii) legal services for contract preparation; and viii) 3rd party operator preconstruction services; b) construction of three production wells and one production well retrofit; c) property acquisition; d) construction of a second monitoring well at the IW-2 concentrate disposal well site; and e) a contingency for unforeseen and additional services related to the PROJECT; and 4) set forth certain options available to RCID that afforded it the opportunity to enter into a bulk rate wholesale agreement with TOHO, continue its participation in the AGREEMENT, as amended, as a full PARTY, or withdraw from the AGREEMENT, as amended; and

WHEREAS, On February 10, 2022, ST. CLOUD and TOHO entered into an interlocal agreement (hereinafter the "St. Cloud/Toho Interlocal Agreement") whereby TOHO agreed to undertake management, operation, maintenance and improvement of the ST. CLOUD Utility System and City Utility Assets owned by ST. CLOUD in a coordinated and integrated manner, commencing on October 4, 2022. The St. Cloud/Toho Interlocal Agreement recognizes that *"St. Cloud and Toho are currently collaborating with other local government entities on the development of alternative water supply projects to meet future potable water demands of the participating local government participants."* The St. Cloud/Toho Interlocal Agreement further provides that *"Toho shall administer St. Cloud's participation in alternative water supply projects and supply arrangements. Toho may assume St. Cloud's allocation of project capacity and water supply volumes during the term of this Agreement in accordance with the terms and conditions set forth in any related participation and supply agreements. In the event of termination of this Agreement, St. Cloud's allocation of any regional water supply projects (including specifically, but not limited to, Cypress Lake) shall be considered an asset of St. Cloud subject to reimbursement in accordance with Section 2.9.3 [of the St. Cloud/Toho Interlocal Agreement];"* and

WHEREAS, on January 14, 2022, the PARTIES entered into an agreement captioned "Water Wheeling Infrastructure Master Cost-Sharing Agreement" ("Wheeling Agreement") in order to optimize their existing groundwater supplies by establishing a mechanism for Water Wheeling and sharing costs of Wheeling Infrastructure (both terms as defined in the Wheeling Agreement); and

WHEREAS, on February 28, 2023, RCID withdrew from the AGREEMENT, as amended; and

WHEREAS, on May 3, 2023, the PARTIES entered into a Governance Agreement, as defined herein below, for the purpose of setting forth the terms for the future implementation and management of the PROJECT, but presently desire to continue funding and managing the PROJECT pursuant to the AGREEMENT, as amended, until such time as the mechanisms of the Governance Agreement are implemented; and

WHEREAS, through the COOPERATIVE and individually, the PARTIES entered into a sixth amendment ("SIXTH AMENDMENT") to the AGREEMENT, as amended, effective as of October 10, 2023, which: 1) reallocated the rights and obligations previously held by RCID; and 2) authorized additional Work in the PROJECT and associated funding in a new Phase III, Stage

7, as follows: a) consultant services for construction administration, and construction observation for one injection well ("IW-1") and one monitoring well at the IW-1 concentrate disposal well site; b) consultant services for construction administration, and construction observation for a second monitoring well at the IW-1 concentrate disposal well site; c) consultant services for construction administration of the raw water main construction; d) construction of IW-1 and one monitoring well; e) construction of a second monitoring well at the IW-1 concentrate disposal well site; f) construction of the raw water main to connect production well sites CL-1, CL-2, CL-3, and CL-4 to the water treatment plant site; and g) a contingency for unforeseen and additional services related to the PROJECT; and

WHEREAS, the PARTIES desire to acknowledge the PROJECT as an Approved Water Project under the COOPERATIVE Charter and to authorize additional Work in the PROJECT and associated funding in a new Phase III, Stage 8, as follows: 1) construct two additional production wells ("CL-5" and "CL-6"); 2) construct the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 3) acquire property for CL-5 and CL-6 and easements for the raw water main routing; 4) complete an annual update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan; 5) engage consultant services for construction administration and construction observation for CL-5 and CL-6; 6) engage consultant services for construction administration for construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 7) engage consultant services for preparation of funding applications and reports (WIFIA, Bonds, etc.); and 8) provide a contingency for unforeseen and additional services related to the PROJECT.

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 to the SEVENTH AMENDMENT as follows:

SECTION 1 AMENDMENTS.

a) The Ninth WHEREAS CLAUSE of the AGREEMENT is 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 to the THIRD AMENDMENT 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;

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 three production wells and one production well retrofit; f) CMAR preconstruction services; g) legal services for contract preparation; and h) 3rd party operator preconstruction

services; 2) construction of three production wells and one production well retrofit; 3) property acquisition; and 4) a contingency for unforeseen and additional services related to the PROJECT;

E) a Phase III, Stage 7 authorizing: 1) engagement of consultant services for construction administration, and construction observation for one injection well ("IW-1") and one monitoring well at the IW-1 concentrate disposal well site; 2) engagement of consultant services for construction administration, and construction observation for a second monitoring well at the IW-1 concentrate disposal well site; 3) engagement of consultant services for construction administration of the raw water main construction; 4) construction of IW-1 and one monitoring well; 5) construction of a second monitoring well at the IW-1 concentrate disposal well site; 6) construction of a raw water main to connect production well sites CL-1, CL-2, CL-3, and CL-4 to the water treatment plant site; 7) provision of a contingency for unforeseen and additional services related to the PROJECT; and

F) a Phase III, Stage 8, authorizing: 1) construction of CL-5 and CL-6; 2) construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 3) acquisition of property for CL-5 and CL-6 and easements for the raw water main routing; 4) completion of an update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan; 5) engagement of consultant services for construction administration and construction observation for CL-5 and CL-6; 6) engagement of consultant services for construction administration for construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 7) engagement of consultant services for preparation of funding applications and reports (WIFIA, Bonds, etc.); and 8) provision of a contingency for unforeseen and additional services related to the PROJECT; and

b) Section I of the AGREEMENT, as amended, Recitals, is amended by renaming and replacing Section I in toto with the following:

SECTION I. RECITALS, PURPOSE AND INTENT.

A. The above recitals are true and correct and form a material part of the AGREEMENT, as amended.

B. The AGREEMENT and its FIRST, SECOND, THIRD, FOURTH, FIFTH and SIXTH AMENDMENTS are ratified except as modified by this SEVENTH AMENDMENT.

C. A general overview of the actions that have been taken and will be taken to implement the PROJECT is provided in Section 1.04 of the Governance Agreement.

D. The purpose of the AGREEMENT, as amended, is to set forth the understandings of the PARTIES and the terms and conditions relating to the development of the PROJECT, an Approved Water Project of the COOPERATIVE, from its inception to the present day and from the present day until the transition into full implementation of the PROJECT pursuant to the Governance Agreement.

E. It is anticipated that the PARTIES will continue to fund the PROJECT through the mechanisms of the AGREEMENT, as amended, until such funding is transitioned into the mechanisms in the Governance Agreement, as approved by the Board of Supervisors of the COOPERATIVE.

F. In order to provide a transition into construction, operation and maintenance of the PROJECT under the Governance Agreement, additional amendments to the AGREEMENT, as amended, will be necessary to set forth further terms and conditions relating and authorizing

further activities including but not limited to the following: 1) property acquisition, and comprehensive plan amendments, zoning and land use approvals necessary for the intended uses; 2) construction and contract administration services for raw water supply wells, raw water main, water treatment plant, the remaining concentrate disposal well(s), and other associated appurtenances; and 3) permit compliance actions.

c) Subsection VI B of the AGREEMENT, as amended, is amended by adding a new Phase III, Stage 8 after the narrative describing Phase III, Stage 7 as follows, with all other provisions remaining unchanged:

Stage 8 - Authorizing the following: 1) construction of CL-5 and CL-6; 2) construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 3) acquisition of property for CL-5 and CL-6 and easements for the raw water main routing; 4) completion of an update to the hydraulic model and infrastructure cost estimate found in the Water Wheeling Plan; 5) engagement of consultant services for construction administration and construction observation for CL-5 and CL-6; 6) engagement of consultant services for construction administration for construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site; 7) engagement of consultant services for preparation of funding applications and reports (WIFIA, Bonds, etc.); and 8) provision of a contingency for unforeseen and additional services related to the PROJECT.

d) Subsection IX B of the AGREEMENT, as amended, is amended by adding the following new text after the narrative describing the TEC for Phase III, Stage 7, with all other provisions remaining unchanged:

The TEC for Phase III Stage 8 is \$18,400,000.00, as more particularly described in Exhibit 9, attached hereto and incorporated herein by reference.

e) Subsection IX F of the AGREEMENT, as amended, is further amended by adding the following new text at the end of the subsection with all other provisions remaining unchanged:

Until the modified Water Use Permit is issued, each PARTY agrees to participate financially according to its estimated Cost-Share shown on the table set forth below. The amount of funding for each PARTY 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 for Phase III, Stage 8 will be as follows:

PHASE III, STAGE 8

PARTY	PERCENT	COST-SHARE AMOUNT
TOHO	40	\$ 7,360,000.00
ORANGE COUNTY	30	\$ 5,520,000.00
ST. CLOUD	16.67*	\$ 3,067,280.00*
POLK COUNTY	10	\$ 1,840,000.00
RCID	3.33**	\$ 612,720.00**
TOTAL	100	\$18,400,000.00

* ST. CLOUD's share is assumed, managed and financed by TOHO pursuant to the terms of the St. Cloud/Toho Interlocal Agreement.

** RCID's share is assumed, managed and financed by TOHO pursuant to the terms of the FOURTH AMENDMENT, as amended, until the modified Water Use Permit is issued.

After the modified Water Use Permit is issued, the Cost-Share Amount and Percentage shall be governed by Section III. A through C, as set forth in the SIXTH AMENDMENT.

SECTION 2. EFFECTIVE DATE. The SEVENTH AMENDMENT shall become effective on the last date that the PARTIES hereto have executed same and the SEVENTH AMENDMENT is recorded in the public records of Orange, Osceola, and Polk Counties.

SECTION 3. ENTIRE AGREEMENT. The AGREEMENT, as amended by the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH and SEVENTH AMENDMENTS, including exhibits, constitutes the entire agreement 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.

SECTION 4. RECORDING. Pursuant to section 163.01(11), Florida Statutes (2023), the SEVENTH AMENDMENT shall be filed with the clerks of the circuit court of Orange, Osceola and Polk counties.

SECTION 5. GENERAL AMENDMENTS AND RATIFICATIONS TO THE AGREEMENT. Wherever the term "AGREEMENT" appears in the AGREEMENT, FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT, SIXTH AMENDMENT, or SEVENTH AMENDMENT, said reference is amended and understood to mean the AGREEMENT as amended by the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT, SIXTH AMENDMENT and SEVENTH AMENDMENT. Wherever the term "PROJECT" appears in the AGREEMENT or in the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, FOURTH AMENDMENT, FIFTH AMENDMENT, SIXTH AMENDMENT, or SEVENTH 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, FIFTH AMENDMENT, SIXTH AMENDMENT and SEVENTH AMENDMENT are hereby ratified and remain in full effect.

[Signature pages to follow.]

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

THE WATER COOPERATIVE OF CENTRAL FLORIDA
By: its Board of Supervisors

Hector Lizasuain, Chair

Attest: Nicole Wilson, Secretary

Date: _____

IN WITNESS WHEREOF, the undersigned has executed the SEVENTH 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: TOHOPEKALIGA WATER AUTHORITY, as Agent for
CITY OF ST. CLOUD, FLORIDA, pursuant to the
St. Cloud/Toho Interlocal Agreement

By: _____
Todd P. Swingle, P.E.
Executive Director

Date: _____

IN WITNESS WHEREOF, the undersigned has executed the SEVENTH 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: _____
Henry Thacker, Chair

Attest: _____
Tom White, Secretary

Date: _____

Approved by: _____
Attorney

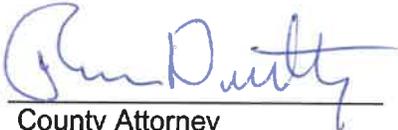
IN WITNESS WHEREOF, the undersigned has executed the SEVENTH AMENDMENT below in its capacity as a Member Government of WATER THE COOPERATIVE OF CENTRAL FLORIDA and, in its individual capacity, to ratify and accept on to itself the obligations of POLK COUNTY and the respective obligations of the individual 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: _____
T.R. Wilson, Chair

Attest: _____
Stacy M. Butterfield, Clerk

Date: _____

Approved by:  _____
Deputy County Attorney

IN WITNESS WHEREOF, the undersigned has executed the SEVENTH 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, Orange County Mayor

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

By: _____
Deputy Clerk

Date: _____

EXHIBIT 9

Phase III, Stage 8 Costs

Construction of two production wells (CL-5 and CL-6)	\$ 6,500,000.00
Construction of raw water main to connect CL-5 and CL-6 to the water treatment plant site	\$ 8,500,000.00
Property acquisition for two production wells (CL-5 and CL-6) and easements for the raw water main routing	\$ 500,000.00
Update to the hydraulic model and infrastructure cost estimate found in Water Wheeling Plan	\$ 250,000.00
Consultant services for construction administration and construction observation for two production wells (CL-5 and CL-6)	\$ 1,000,000.00
Consultant services for construction administration for construction of the raw water main to connect CL-5 and CL-6 to the water treatment plant site	\$ 500,000.00
Consultant services for preparation of funding applications and reports (WIFIA, Bonds, etc.)	\$ 150,000.00
Contingency for unforeseen and additional services related to the PROJECT	\$ 1,000,000.00
Total	\$18,400,000.00