

**INTERLOCAL AGREEMENT
GRANTING TOHOPEKALIGA WATER AUTHORITY
AN IRREVOCABLE RIGHT TO PROVIDE
POTABLE WATER, WASTEWATER, AND RECLAIMED WATER SERVICES
WITHIN CERTAIN UNINCORPORATED AREAS OF POLK COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into as of the Effective Date defined in Section 12 below, by and between Polk County ("County"), a political subdivision of the State of Florida, and the Tohopekaliga Water Authority ("Toho"), an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature (each, a "Party;" together, the "Parties");

WHEREAS Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, as amended, authorizes certain public agencies to enter into Interlocal Agreements for their mutual benefit; and

WHEREAS, Section 125.01, Florida Statutes, authorizes County to provide water, wastewater, and reclaimed water services (collectively, the "Water Utility Services"); and

WHEREAS, County provides Water Utility Services to unincorporated areas within the east and northeast geographic regions of Polk County through regional utility service areas which it has established and maintains within those regions; and

WHEREAS Toho provides Water Utility Services to customers within the City of Kissimmee, unincorporated areas of Osceola County, certain unincorporated areas of Orange County, and certain unincorporated areas of eastern Polk County; and

WHEREAS, in 2025 the Florida Legislature passed House Bill (HB) 4057, confirming and expanding the boundaries of Toho's service area (the boundaries as thereby expanded are the "Toho Service Area"), which was signed by the Governor and enrolled as Chapter 2025-244, Laws of Florida ("Chapter 2025-244"), effective June 6, 2025; and

WHEREAS, Toho has requested and the County has agreed to grant Toho those rights, powers, authority, privileges, and abilities the County possesses to provide Water Utility Services within that portion (the "Polk Portion") of the Toho Service Area located within unincorporated Polk County; and

WHEREAS, as required by Chapter 2025-244, the County is concurrently adopting a Resolution authorizing Toho to provide Water Utility Services within the Polk Portion of the Toho Service Area; and

WHEREAS, because the Parties have identified a scrivener's error within the Chapter 2025-244 legal description of the Polk Portion, they have modified the Polk Portion legal description (as corrected, the "Modified Polk Portion") within this Agreement and within the Chapter 2025-244 required Resolution to correct that error;

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree, as follows:

1. **Recitals.** The recitals stated above are true, correct, form an integral part of the Agreement, and are incorporated herein.

2. **Water Utility Services.**

a. Subject to the following stated conditions, the County hereby irrevocably and perpetually grants Toho those rights, powers, authority, privileges, and abilities the County possesses to be the provider of Water Utility Services within the Modified Polk Portion of the Toho Service Area as described and depicted on Exhibit "A" attached hereto and made a part of this Agreement, commencing as of the Effective Date and continuing perpetually thereafter, subject to the rights, if any, a municipality may have pursuant to Florida Statutes, Chapter 180, and of the rights, if any, of private Water Utility Service providers operating therein. Notwithstanding the foregoing grant, if at any time the Florida Legislature changes the Toho Service Area to remove all or part of the Polk Portion, then the rights granted herein as to those parts shall terminate.

b. Toho shall construct, operate, and maintain the Water Utility Services facilities within the Modified Polk Portion in accordance with its policies, procedures, standards, and specifications and all Reference Manuals described therein as the same may be amended, updated and revised in the future. Additionally, Toho shall abide by any applicable Polk County building ordinances which may be applicable to the construction and installation of the Water Utility Services.

c. Toho shall be entitled to establish, collect, and receive all rates, fees, charges, assessments, revenues, and other amounts due for establishing and providing Water Utility Services within the Modified Polk Portion. Toho shall own all easements, facilities, structures, and improvements of any kind or nature whatsoever associated with providing the Water Utility Services which it may acquire, obtain, and construct within the Modified Polk Portion. County shall have no right or obligation to plan, review, inspect, construct, install, repair, maintain, or replace the Water Utility Services facilities within the Modified Polk Portion, or any part thereof, to pay any costs associated therewith, or to establish, collect or receive any rates, fees, charges, assessments, revenues, or other amounts due for establishing and providing those services.

3. **Boundaries of Toho Service Area; Scrivener's Error.** The following correction to the scrivener's error contained within the Polk Portion of the Toho Service Area stated in Chapter 2025-244 has been made within the Modified Polk Portion legal description attached as Exhibit "A."

a. Lines 104 through 106 of enrolled HB 4057 and the corresponding section of

Section 1 in Chapter 2025-244 should read as follows:

- “Range 28 East, North of Lake Marion and all of Section 30, Township 27 South, Range 28 East, North of Lake Marion, less the Southwest ¼ of the ~~Southwest Northwest~~ ¼”

4. **Notices.** Whenever either Party desires or is required to give notice to the other, it must be given by written notice delivered: (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the Party for whom it is intended at the place last specified by each Party. The place for giving notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 4. For the present, the Parties designate the following as their respective places for giving notice:

To County: Polk County
 Attn: Utilities Director
 1011 Jim Keene Boulevard
 Winter Haven, Florida 33880

With a copy to: Polk County Attorney's Office
 Attn.: County Attorney
 330 W. Church Street
 Bartow, Florida 33830

To Toho: Executive Director
 Tohopekaliga Water Authority
 951 Martin Luther King Blvd.
 Kissimmee, Florida 34741

With a copy to: General Counsel
 Tohopekaliga Water Authority
 951 Martin Luther King Blvd.
 Kissimmee, Florida 34741

All notices shall be effective upon receipt or upon refusal to accept receipt.

5. **Default.** Subject to the mediation requirements of Section 6 below, upon any default of this Agreement, the non-defaulting Party shall have the right to seek injunctive relief for specific performance from the defaulting Party. The Parties hereby stipulate a default of this Agreement shall cause irreparable harm to the non-defaulting Party. Consequently, if a Party defaults in its Agreement obligations and a reviewing court finds the default has caused irreparable harm to the non-defaulting Party, the defaulting Party hereby consents to the court's entry of a permanent injunction against the defaulting Party requiring it to immediately correct its default and specifically perform its Agreement obligations, and enjoining it from any further default hereunder.

6. **Mediation.** If a dispute arises between the Parties arising out of or related to this Agreement which they cannot resolve, then unless it shall be unreasonable to do so or an emergency situation or necessity dictates otherwise, prior to commencing any legal action or proceeding the Parties will refer their dispute to non-binding mediation. The mediation will be conducted by a mediator mutually agreeable to both Parties who has experience in mediating disputes of a similar nature. The Parties will use a mediation procedure agreeable to the Parties and the mediator. The Parties will mediate the dispute in good faith, be bound by any resulting mediation agreement, equally share the costs of mediation, and timely pay the same. Mediation will commence within thirty days after the date a Party requests mediation of a dispute, or if the agreed mediator is not available within that time period, then at the first opportunity the agreed mediator is available. A Party may not commence litigation of the dispute until (i) the mediator has declared the Parties are at an impasse, or (ii) one or both of the Parties have terminated the mediation. Among other matters the Parties intend this mediation process as an alternative to the conflict resolution procedure described in the Florida Governmental Conflict Resolution Act, Florida Statutes Chapter 164.

7. **Attorneys' Fees and Costs.** If there is any dispute between the Parties regarding or arising from this Agreement, or any action to interpret or enforce the Agreement or any part thereof, then each Party agrees to pay their own expense for any litigation, mediation, negotiation, or other form of alternative dispute resolution, which includes without limitation attorneys' fees, costs, and expenses associated with any such dispute or action to include all appellate proceedings.

8. **Applicable Law.** This Agreement and its provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

9. **Venue; Waiver of Jury Trial.** Venue of all actions or proceedings pertaining to this Agreement shall be the Circuit Court in and for Polk County, Florida. Each Party waives the right to a jury trial.

10. **Counterparts.** This Agreement may be executed in up to two (2) counterparts, each of which is an original and both of which shall constitute but one and the same instrument.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings, and agreements between the Parties relating to the subject matter of this Agreement.

12. **Effective Date.** The "Effective Date" of this Agreement will be the later date the fully executed instrument is filed with the Clerk of the Circuit Court of Polk County or the Clerk of the Circuit Court of Osceola County, either or both in accordance with Section 163.01, Florida Statutes. County agrees to file the fully executed Agreement with the Clerk of the Circuit Court of Polk County or the Clerk of the Circuit Court of Osceola County, in accordance with Section 163.01, Florida Statutes, and will be responsible for any costs related thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATTEST:
STACY M. BUTTERFIELD, Clerk

POLK COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk


By: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners

Reviewed as to form and legal sufficiency:


Date: _____, 2026

By: _____
County Attorney's Office

ATTEST:



Tom White, Secretary
Board of Supervisors

TOHOPEKALIGA WATER AUTHORITY
By: 

Henry Thacker, Chair
Board of Supervisors

Date: May 13, 2026

Legal Description of Poinciana Service Area located in Polk County, Florida.

In Township 26 South, Range 28 East

Section 29: The East ½.
Section 32: The East ½.

In Township 27 South, Range 28 East

Section 5: All.
Section 6: All.
Section 7: All.
Section 8: All.
Section 13: All.
Section 14: All.
Section 15: All.
Section 16: All.
Section 17: All.
Section 18: All.
Section 19: All.
Section 20: All.
Section 21: All.
Section 22: All.
Section 23: All.
Section 24: All.
Section 25: All.
Section 26: All.
Section 27: All.
Section 28: All.
Section 29: All, north of Lake Marion.
Section 30: All, north of Lake Marion, less the SW ¼ of the SW ¼.
Section 32: All, north and east of Lake Marion.
Section 33: All.
Section 34: All.
Section 35: All.
Section 36: All

In Township 28 South, Range 28 East

Section 1: All.
Section 2: All.
Section 3: All.



Section 4: All, east of Lake Marion.
Section 9: All, east of Lake Marion.
Section 10: All.

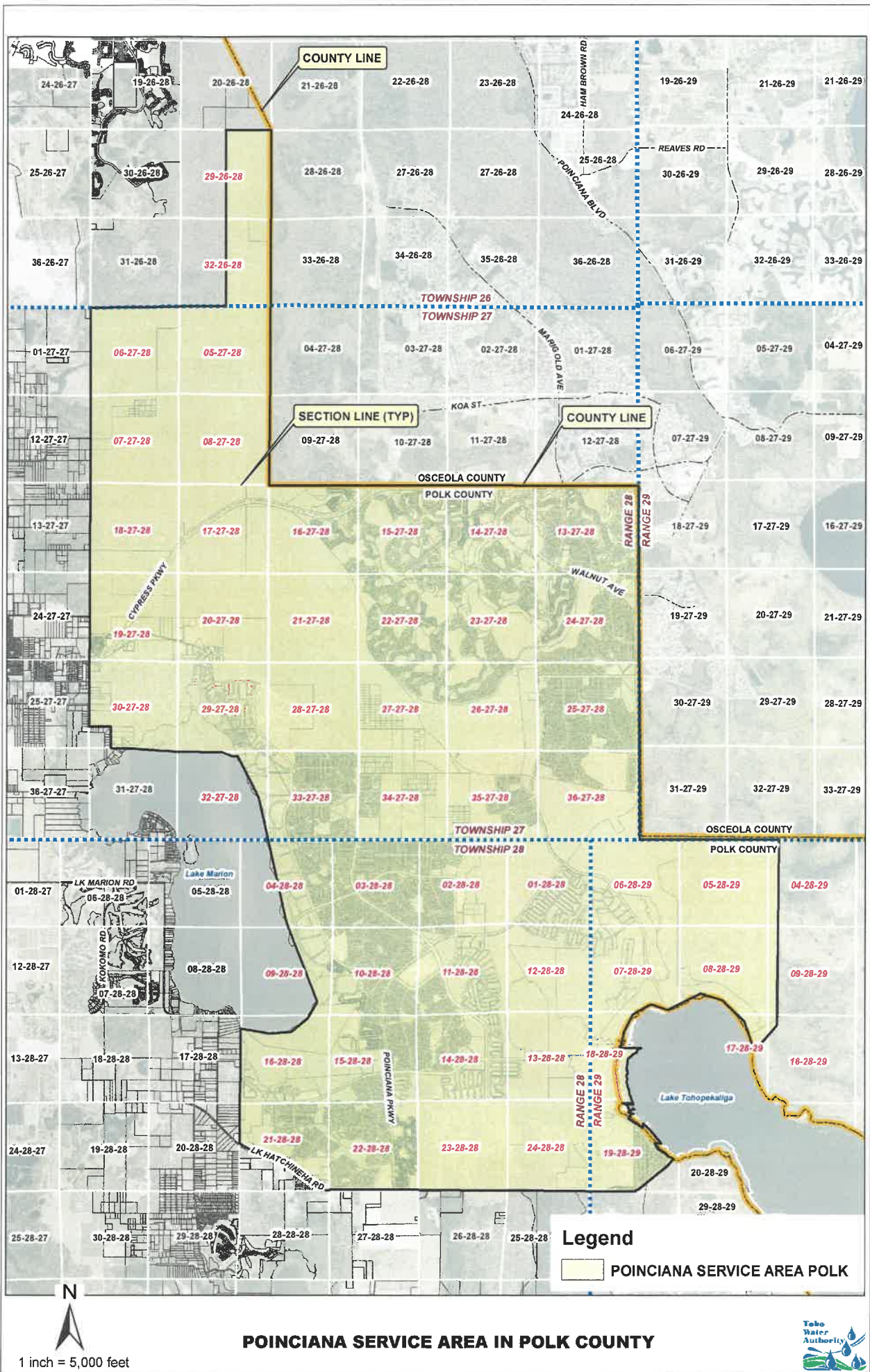
Section 11: All.
Section 12: All.
Section 13: All.
Section 14: All.
Section 15: All.
Section 16: All, south of Lake Marion.
Section 21: All, less portion of section 21 lying south of Lake Hatchineha Road (SR 542).
Section 22: All.
Section 23: All.
Section 24: All.

In Township 28 South, Range 29 East

Section 4: The west 660 feet.

Section 5: All.
Section 6: All.
Section 7: All.
Section 8: All.
Section 9: The west 660 feet.
Section 16: The NW $\frac{1}{4}$, of the NW $\frac{1}{4}$, of the NW $\frac{1}{4}$, lying northwest of the canal.
Section 17: The portion of section 17 lying northwest of the canal and east of Lake Hatchineha.

Section 18: All of section lying west of Lake Hatchineha.
Section 19: All of section lying north and west of the canal.



POINCIANA SERVICE AREA IN POLK COUNTY

