

**INTERLOCAL AGREEMENT
FOR EMERGENCY WATER INTERCONNECT BETWEEN
CITY OF NORTH PORT, FLORIDA
AND
ENGLEWOOD WATER DISTRICT**

This Interlocal Agreement (“Agreement”) is made and entered into this ____ day of _____ 2026 by and between the **City of North Port**, a municipal corporation the State of Florida (the “CITY”) and the **Englewood Water District**, an independent special district, pursuant to Chapter 2004-439, the State of Florida (the “DISTRICT”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS, the CITY and DISTRICT each own and operate public water supply, treatment, and distribution systems within their current water service areas which provide potable water service to their respective customers; and

WHEREAS, the CITY and DISTRICT agree that the interconnection of their public water distribution systems to provide for reciprocal Potable Water distribution during times of an Emergency Water Condition and such other situations, as are mutually agreed upon by the parties, is in the best interests of their respective communities; and

WHEREAS, the CITY and DISTRICT have caused certain improvements to be constructed to their water distribution systems and anticipate other improvements will be constructed to provide for the connection of their respective distribution systems to enable the transfer of water from one system to the other; and

WHEREAS, the CITY and DISTRICT desire to establish a mechanism for the purchase and sale of Available Potable Water from one to the other in order to respond to an Emergency Water Condition; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, encourages and empowers local governments to cooperate with one another on matters of mutual interest and advantage and provides for interlocal agreements between local governments on matters such as the provision of potable water and wastewater service.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **RECITALS**. The foregoing recitals are true and correct and incorporated herein by reference.
2. **PURPOSE**. This is an Agreement for the reciprocal sale and purchase of Available Potable Water by and between the CITY and DISTRICT during an Emergency Water Condition.
3. **DEFINITIONS**. For purposes of this Agreement, the following definitions shall apply:
 - (a) **Available Potable Water**: a surplus of Potable Water not immediately needed by the Selling Party.

- (b) Emergency Water: all Available Potable Water provided by a Selling Party to a Requesting Party during an Emergency Water Condition.
- (c) Emergency Water Condition: a shortage of Potable Water that threatens the health and welfare of the Requesting Party's customers. A drought or the inability to add additional water supply and/or treatment capacity do not constitute an Emergency Water Condition. Temporary service disruptions resulting from planned construction or maintenance activities shall be deemed to be an Emergency Water Condition.
- (d) Interconnect: the facilities that comprise the Point of Delivery between the CITY water system and the DISTRICT water system as contemplated in this Agreement, depicted within Exhibit A, as may be modified from time to time.
- (e) Metered Water Usage: the metered quantity of Potable Water delivered from the Supplying Party to the Requesting Party at the Point of Delivery.
- (f) Point of Delivery: the location of the interconnection between the individual Potable Water system of each Party, which includes metering and other measuring devices, valves, and other appurtenances for the delivery of Potable Water between the Parties for the specific use of each.
- (g) Potable Water: the water meeting all state and federal drinking water standards including, but not limited to, Rule 62-550, Florida Administrative Code.
- (h) Requesting Party: the party who desires to purchase Potable Water from the other.
- (i) Selling Party: the party who has Available Potable Water and desires to sell it to the Requesting Party.
- (j) Special Need: a Party experiencing a short-term need for Available Potable Water. Examples include but are not limited to situations to support fire flow for new developments or need to supplement existing water supply during maintenance and/or construction projects. For the context of this Agreement, short-term is ninety (90) days or less, but may be extended as noted below.

4. EMERGENCY AND SPECIAL NEED INTERCONNECTS.

- (a) Future Interconnects. The Parties mutually agree to construct an Interconnect as shown on Exhibit A, which is attached and incorporated herein.
- (b) Costs.
 - (1) Maintenance. Upon completion of construction of the Interconnect, each Party shall pay all costs related to the maintenance and repair of their portion of the Potable Water Interconnects from their respective water system up to the Point of Delivery, as shown on the attached Exhibit A.
 - (2) Design, Construction, Permitting. All costs related to the design, construction, and permitting of the Interconnect shall be paid by the DISTRICT.

(3) Electrical. The CITY shall be responsible for all electrical costs associated with the operation of the Interconnect.

(4) Easements. The DISTRICT shall be responsible for acquisition of and any costs associated with the obtaining any easements required for the placement and construction of the Interconnect.

(c) Coordination. Whenever a Party plans to conduct maintenance, repair, or rehabilitation work at a Potable Water Interconnect they will notify the other party at least 60 days in advance unless emergency water conditions require shorter notice, in which case the Party shall provide notice as soon as practicable. Both parties will strive to coordinate their scheduled activities and consolidate their efforts as appropriate.

5. **REQUESTS FOR AVAILABLE POTABLE WATER.**

(a) Temporary Supply. The Interconnect shall be placed into operation within a reasonable time following installation and successful testing of the meter and the Parties obtain all as-built plans, easement documents, and other closeout documents. Once the meter is placed into operation the CITY shall provide the DISTRICT with a temporary ninety (90) day supply of water until the permanent water supply is available from the DISTRICT. Should the permanent water supply not be available within the 90-day period, the DISTRICT shall notify the CITY as soon as practicable of a delay. The CITY is under no obligation to continue to provide the temporary supply beyond the 90-day period but will cooperate with the DISTRICT to continue to provide a reasonable amount of temporary supply of water until the permanent water supply is available for the DISTRICT.

(b) Notification by Requesting Party. Whenever a Party is confronted by an Emergency Water Condition or a Special Need for additional water service, and desires to purchase Available Potable Water from the other Party, the Requesting Party shall notify the Selling Party in writing to the CITY's Utilities Director or the Districts' Administrator, as applicable, of the Emergency Water Condition and request that up to 0.500 Million Gallons per Day (MGD) of Available Potable Water be transferred to the Requesting Party for a continuous period not to exceed sixty (60) days (the "Requested Period").

(c) Selling Party's Response. Within 24 hours of receiving a request, the Selling Party shall respond by advising the Requesting Party of the quantity of Available Potable Water. The duration of the transfer may be extended by mutual agreement of the parties in writing. Interruptions of the Requested Period of less than five (5) days shall not toll the calculation of the maximum sixty (60) day period. The parties agree that the 0.500 MGD of water to be delivered to the Requesting Party is a per day maximum.

(d) Rate of Supply. The purchase and sale of Available Potable Water hereunder shall not exceed the rate of 500,000 gallons per any twenty-four (24) hour period. The rate of supply from the Selling Party shall be continuous and shall not exceed four hundred (400) gallons per minute average over a twenty-four (24) hour period. The Selling Party is not required to draw water in excess of its water use permits to meet the needs of the Requesting Party and shall not be liable to the Requesting Party or its customers for any interruptions of

water service provided hereunder.

- (e) Emergency Water Supply Charge. Potable Water supplied under Emergency Water Conditions pursuant to this Agreement and distributed through the Point(s) of Delivery shall be billed in accordance with the rate for "Outside City Bulk Rate Schedule" as identified in the CITY's Rate Schedule in effect as of the date the water usage is billed when the CITY is the selling party. The billing rates shall be the rate calculated in accordance with, the 'Governmental Bulk Rate' as set forth in the DISTRICT's Customer Rules and Regulations in effect as of the date the water usage is billed when the DISTRICT is the selling party.
- (f) Billing. The Selling Party shall bill on or around the thirtieth (30th) day of the month, for any month in which there was a sale, for all Potable Water sold hereunder during that month. Bills shall be due and payable within forty-five (45) days of receipt in accordance with the Florida Local Government Prompt Payment Act (§218.70–218.80, Fla. Stat.). Any amounts not paid when due shall accrue interest at the rate established pursuant to §55.03, Fla. Stat., from the thirty-first (31st) day after such amounts become due, until paid in full. The Requesting Party shall pay all costs, including reasonable attorneys' fees, incurred by the Selling Party in collecting any delinquent charges. In addition to the foregoing, and subject to applicable law, if the Requesting Party fails to cure any delinquency within thirty (30) days after written notice thereof, the Selling Party may, at its option, suspend or terminate water service and/or this Agreement, without prejudice to any other rights or remedies available at law or in equity.
- (g) Cross Connection Control. Each Party agrees to maintain a Florida Department of Environmental Protection approved cross connection control program.

6. METER(S).

- (a) City Meters. Standard water metering equipment, accessories and appurtenances of a type, design, and location previously approved by the CITY ("City Meter") shall be installed at the Point of Delivery. The cost of the City Meter, and its installation, shall be borne by the DISTRICT. Upon completion of installation, the City Meter shall become the property of the CITY and the CITY shall be responsible for its operation and maintenance. The City Meter is to be maintained, calibrated, and read by the CITY at its expense. No less than annually, or upon written notice by the DISTRICT, the CITY shall inspect and test the City Meter in the presence of a representative or representatives of the DISTRICT. Copies of these inspections and tests shall be delivered to the DISTRICT. No meter shall be allowed to remain in service, which has an error in excess of the latest published American Waterworks Association (AWWA) standard (or by succeeding standards) at the time of the testing. If the DISTRICT requests a meter inspection in addition to the CITY's annual inspection, and the meter conforms to the AWWA standard upon testing, the DISTRICT shall pay all inspection and testing costs. In the event that a faulty meter is discovered, the DISTRICT shall not be liable for any inspection and testing costs, and the CITY shall immediately take steps to restore the meter to an accurate condition, install a new meter at the cost of the CITY, and credit the DISTRICT for any difference in actual consumption charges as referenced above.

(b) **DISTRICT** **Meter(s)**. Standard water metering equipment, accessories and appurtenances of a type, design, and location previously approved by the DISTRICT ("District Meter") shall be installed at the Point of Delivery. The cost of the District Meter, and its installation, shall be borne by the DISTRICT. Upon completion of installation, the District Meter shall become the property of the DISTRICT and the DISTRICT shall be responsible for its operation and maintenance. The District Meter is to be maintained, calibrated, and read by the DISTRICT at its expense. No less than annually, or upon written notice by the CITY, the DISTRICT shall inspect and test the District Meter in the presence of a representative or representatives of the CITY. Copies of these inspections and tests shall be delivered to the CITY. No meter shall be allowed to remain in service, which has an error in excess of the latest published American Waterworks Association (AWWA) standard (or by succeeding standards) at the time of the testing. If the CITY requests a meter inspection in addition to the DISTRICT's annual inspection, and the meter conforms to the AWWA standard upon testing, the CITY shall pay all inspection and testing costs. In the event that a faulty meter is discovered, the CITY shall not be liable for any inspection and testing costs, and the DISTRICT shall immediately take steps to restore the meter to an accurate condition, install a new meter at the cost of the DISTRICT, and credit the CITY for any difference in actual consumption charges as referenced below.

7. **TERM**. This Agreement shall become effective upon the recording of a certified copy of this Agreement in the Official Records of Sarasota County and shall continue in effect for ten (10) years and shall be automatically renewed for four (4) additional ten (10) year terms unless otherwise terminated by either Party upon one (1) year's written notice. The DISTRICT shall record this Agreement within thirty (30) days of it being fully executed by the Parties.

8. **INDEMNITY**

THE DISTRICT AND CITY AGREE TO INDEMNIFY AND SAVE HARMLESS THE OTHER PARTY, ITS AGENTS, OFFICIALS AND EMPLOYEES AGAINST ALL INJURIES, DEATHS, LOSSES, DAMAGE CLAIMS, SUITS, LIABILITIES, JUDGMENTS, COSTS, ATTORNEY FEES, AND EXPENSES WHICH MAY ACCRUE AGAINST THE OTHER PARTY AS A CONSEQUENCE OF THE INTENTIONAL OR NEGLIGENT ACTS OF THE INDEMNIFYING PARTY'S EMPLOYEES, AGENTS, OR LICENSEES ARISING OUT OF THE PERFORMANCE OF EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT UP TO THE MAXIMUM LIMITS PROVIDED BY SECTION 768.28, FLORIDA STATUTES. NOTHING CONTAINED IN THIS SECTION SHALL CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR OF THE LIMITATIONS ON LIABILITY PROVIDED TO EITHER PARTY UNDER THE FLORIDA CONSTITUTION OR GENERAL LAW. IN THE EVENT OF ANY THREATENED OR IMPENDING ACTION THAT MAY GIVE RISE TO A CLAIM UNDER THE TERMS OF THIS SECTION, THE PARTY SEEKING INDEMNIFICATION FOR SUCH CLAIM MUST PROMPTLY GIVE NOTICE TO THE OTHER PARTY IN WRITING BY CERTIFIED MAIL. THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY SETTLEMENT AGREEMENT ENTERED INTO BY ONE PARTY WITHOUT THE CONSENT OF THE INDEMNIFYING PARTY. THE TERMS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

9. NOTICE TO PARTIES. All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement will be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices will be delivered or mailed to the addresses set forth below or as either Party may otherwise designate in writing.

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| CITY: | City of North Port Attn: City Manager 4970 City Hall Blvd. North Port, Florida 34286 | Copy to: | City Attorney's Office Attn: City Attorney 4970 City Hall Blvd. North Port, Florida 34286 |
| DISTRICT: | Englewood Water District Attn: Administrator 201 Selma Ave. Englewood, FL 34223 | Copy to: | DISTRICT Attorney Attn: Robert Berntsson, Esq 3195 S. Access Rd Englewood, FL 34224 |

Notices, consents, approvals, waivers, and elections will be deemed given when received by the Party for whom intended.

10. DISCHARGE. This Agreement is solely for the benefit of the CITY and the DISTRICT, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation, or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors and assigns.

11. VALIDITY OF AGREEMENT. The CITY and the DISTRICT each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right or defense based on a claim of illegality, invalidity, or unenforceability of any nature. The CITY hereby represents, warrants, and covenants to and with the DISTRICT that this Agreement has been validly approved by the City Commission of the City of North Port, Florida, that it has been fully executed and delivered by the CITY, that it constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers. The DISTRICT hereby represents, warrants, and covenants to and with the CITY that this Agreement has been validly approved by the Englewood Water District Board of Supervisors at a public meeting of the Board, that it has been duly executed by and delivered by the DISTRICT, that it constitutes a legal, valid, and binding contract enforceable by the Parties in accordance with its terms, and that the enforceability hereof is not subject to any impairment by the applicability of any public policy or police powers.

12. GENERAL PROVISIONS.

- (a) Potable Water Supply. The Parties agree that the Potable Water to be supplied hereunder will be continuous at all times within the written Emergency Water Condition timeframe; except that temporary disruption of service at any time caused by an act of God, fire, strikes, casualties, war, terrorist act, hurricanes, tropical storms, natural disasters, accidents, necessary maintenance work, breakdowns of or injuries to machinery, pumps or pipelines, civil or military authority, insurrections, riot, acts or declarations of government or regulatory agencies other than the DISTRICT or the CITY, or any other cause beyond the control of the DISTRICT or the CITY, shall not constitute a breach of this Agreement and no party shall be liable to the other or to its customers for any damage resulting from such unavoidable disruption of service.
- (b) Dispute Resolution. In the event of a dispute between the CITY and the DISTRICT under this Agreement, the City Manager and the District Administrator or their respective designee(s) shall review the dispute and negotiate a mutually acceptable resolution. Any dispute not resolved by the designee(s) shall be referred to the City Manager and the District Administrator to come to a mutually acceptable resolution. In the event the City Manager and the District Administrator are unable to agree, the matter shall be referred to the respective Commissions, who must hold a joint meeting to resolve the matter. If the matter is not resolved at the joint meeting of the Commissions, the Parties may avail themselves of any other available legal rights or remedies available. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes
- (c) Entire Agreement. This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the Parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter. This Agreement constitutes the entire agreement of the parties with respect to Emergency Potable Water Interconnects and may not be changed or modified except by instrument in writing executed by the Parties.
- (d) Legal Prohibition. Neither Party shall be required to deliver Potable Water under the terms of this Agreement if prohibited by any applicable, federal, state, regional or local statute, rule, ordinance, law, administrative order, or judicial decree or in violation of applicable permits.
- (e) Default and Remedy. The remedy for a breach of this Agreement shall be specific performance, injunctive relief, and any other appropriate equitable relief.
- (f) Applicable law and venue. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement, and venue for any suit involving this Agreement shall be in Sarasota County, Florida.
- (g) Binding effect. This Agreement is binding upon and shall inure to the benefit of the successors or assigns of the parties to this Agreement.

- (h) Severability. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties.
- (i) Assignment. No Party shall assign this Agreement or any right or responsibility herein without the written consent of the other party.
- (j) Non-Discrimination. The Parties do not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in the administration of its programs, activities, or services.

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Approved by the City Commission of the City of North Port, Florida on January 13, 2026.

CITY OF NORTH PORT, FLORIDA

PETE EMERICH
MAYOR

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL FUINO, B.C.S.
CITY ATTORNEY

Approved by the Englewood Water District on _____, 2026.

ENGLEWOOD WATER DISTRICT

TAYLOR MEALS
CHAIR

ATTEST

KEITH R. LEDFORD, JR.
ADMINISTRATOR

APPROVED AS TO FORM AND
CORRECTNESS

ROBERT BERNTSSON, ESQ.
DISTRICT ATTORNEY

Exhibit A

