

FIRST AMENDMENT TO INTERLOCAL AGREEMENT FOR RECLAIMED WATER SERVICE

THIS FIRST AMENDMENT TO THE OCTOBER 25, 2011, Interlocal Agreement is made this _____ day of _____, 2026, by and between the City of Stuart, a municipal corporation of the State of Florida, (“City”) and the Martin County Board of County Commissioners, a political subdivision of the State of Florida, (“County”).

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969 as amended provides that local government units may cooperate with each other on a basis of mutual advantage to provide services and facilities as set forth in the 1969 Act and to enter an Interlocal Agreement on the terms and conditions set forth in the 1969 Act; and

WHEREAS, the City owns and operates a wastewater treatment facility capable of producing reclaimed water that the term is defined by the Florida Department of Environmental Protection (FDEP) of irrigation quality water (“reclaimed water”) for use on grasses, woodlands, golf courses, residential and common landscaped areas, and other types of approved vegetation; and,

WHEREAS, City and County previously entered into an Interlocal Agreement allowing the County to purchase additional reclaimed water to meet the irrigation capacity needs of its utility service are for the benefit of the region; and,

WHEREAS, the Interlocal Agreement is for term of twenty (20) years ending in January 2032; and,

WHEREAS, the parties desire to amend the Interlocal Agreement to allow for termination for convenience.

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

1. Section 6.1 of the October 25, 2011 Interlocal Agreement is amended to read as follows:

Section 6.1 EFFECTIVE DATE AND TERM. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Martin County and shall uninterruptedly continue for a term of 20 years unless renewed by mutual agreement of the Parties, or terminated as provided hereunder. Either Party may terminate this Agreement for either 1) non-payment of services provided, or 2) failure to provide service for reasons other than Force Majeure or other circumstances not within the control of the Party Providing such service. Termination under these circumstances will only be effective if the failure to pay or provide service continues for one hundred twenty (120) days and the terminating party has delivered written notice of termination. Any termination shall be without prejudice to any other right or remedy. Additionally, either Party may terminate this agreement without cause

upon ninety (90) days written notice to the other party. If this Agreement is terminated, each party will be responsible for the decommission of their respective share (ownership component) of the Point of Delivery and Point of Connection.

2. Except as amended herein the remaining terms and conditions of the October 25, 2011 Interlocal Agreement shall remain in full force and effect.
3. This First Amendment shall be filed with the Martin County Clerk of the Circuit Court as required by Section 163.01, Florida Statutes.

IN WITNESS WHEREOF, the parties through their duly authorized representatives do hereby execute this First Amendment on the date first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER


SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

EYSSE ELDER, COUNTY ATTORNEY

ATTEST:

CITY COMMISSION OF THE
CITY OF STUART, FLORIDA



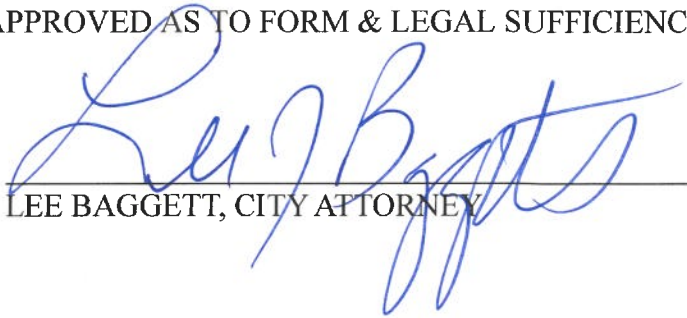
MARY KINDEL, CITY CLERK



CHRISTOPHER COLLINS, MAYOR



APPROVED AS TO FORM & LEGAL SUFFICIENCY:



LEE BAGGETT, CITY ATTORNEY