

Record and Return to:

City of Newberry
City Clerk's Office
Newberry, Florida

City of Archer
City Clerk's Office
Archer, Florida

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF NEWBERRY AND THE CITY OF ARCHER
FOR THE PROVISION OF WASTEWATER TREATMENT & DISPOSAL SERVICES**

This interlocal agreement is entered into between the **CITY OF NEWBERRY, FLORIDA**, a Florida municipal corporation, with a mailing address of 25440 West Newberry Road, Newberry, Florida 32669 (hereafter referred to as "Newberry"), and **THE CITY OF ARCHER, FLORIDA**, a Florida municipal corporation, with a mailing address of 16870 SW 134th Avenue, Archer, Florida 32618 (hereafter referred to as "Archer"). Newberry and Archer together shall be referred to as the "Parties."

RECITALS

1. Chapter 163, Part I, Florida Statutes, provides for and directs the cooperation between local governments to engage in joint efforts that results in the welfare of their citizenry.
2. Newberry owns, operates, and maintains a state permitted and regulated wastewater collection, treatment, and disposal utility for the benefit of its utility service area customers both within and outside the incorporated Newberry city boundaries, or as amended from time to time in accordance with state law ("Newberry Service Area").
3. Newberry recently completed a Preliminary Engineering Report and a Clean Water Facilities Planning effort, which identified the need to construct additional wastewater treatment and disposal capacity and improve effluent water quality at their existing Wastewater Treatment Facility.
4. The Florida Department of Environmental Protection (hereafter "FDEP") Clean Water State Revolving Fund ("SRF") encourages and favors regional wastewater facilities and the elimination of existing onsite sewage treatment and disposal systems (hereafter "OSTDS").
5. Both Newberry and Archer acknowledge mutual benefit by entering an interlocal agreement for the treatment and disposal of Archer's wastewater via Newberry's new regional Advanced Waste Treatment wastewater treatment facility ("Newberry Wastewater Treatment Plant" or "WWTP").
6. The Fiscal Year 2026 planned expansion of Newberry's WWTP will provide ample capacity to treat and dispose of Archer's wastewater to an advanced standard.
7. Archer intends to own, operate and maintain a wastewater collection and transmission system for the benefit of its utility service area customers (regardless of land use) both within and outside the incorporated Archer City boundaries, or as amended from time to time in accordance with state law ("Archer Service Area").
8. Thus, Archer wishes to connect to the Newberry wastewater transmission system

and purchase wastewater service capacity on a wholesale basis from Newberry in order to serve within the Archer Service Area.

9. This Interlocal Agreement shall govern the provision of wastewater transmission, treatment, and disposal services to be provided by Newberry, on a wholesale basis, to Archer.

10. Newberry and Archer desire to enter into this interlocal agreement for the provision of wastewater transmission, treatment, and disposal services, and to memorialize their commitments as set forth in this Agreement.

ACCORDINGLY, in consideration of the above stated Recitals, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties to this Agreement, the parties agree as follows:

SECTION 1. RECITALS. The above Recitals are true and correct, and form a material part of this Agreement.

SECTION 2. AUTHORITY AND PURPOSE. This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Section 2 of the Article VIII of the Constitution of the State of Florida, Chapter 166 and Section 163.01 of Florida Statutes, and any applicable Special Acts. The purpose of this Interlocal Agreement is for Newberry to provide wastewater transmission, treatment, and disposal service to Archer.

SECTION 3. PAYMENT OF INITIAL CAPITAL CONTRIBUTION BY ARCHER. Subject to the terms, conditions and limitations contained in this Agreement, Newberry shall accept a limited volume of wastewater from Archer for transmission, treatment and disposal at the WWTP. Archer will purchase 0.175 million gallons per day, average daily flow (“MGD”) of the wastewater treatment and disposal capacity created by the expansion of the WWTP by Newberry (hereafter the “Phase One Allocated Capacity”) at an initial price equal to the estimated per gallon construction costs that Newberry pays for the construction of the expansion of the WWTP (hereafter “estimated Initial Capital Contribution”). Archer shall pay the estimated Initial Capital Contribution to Newberry within thirty (30) days following receipt of written notice from Newberry that Newberry has entered into an agreement with FDEP to receive an SRF loan for construction of the corresponding additional treatment and disposal capacity at the WWTP. Upon receipt of the estimated Initial Capital Contribution, Newberry agrees to waive the application to any Archer retail utility customer or to Archer any applicable Newberry wastewater impact or connection fees or charges for the treatment and disposal capacity up to a volume of 0.175 MGD which is the Phase One Allocated Capacity. The estimated Initial Capital Contribution will be subject to a true up based upon the final actual construction costs of the expansion of the WWTP. Should the final actual construction costs of the expansion of the WWTP exceed or be less than the initial estimate, Newberry shall send notice of the difference to Archer in writing. If the final actual construction costs exceed the initial Capital Contribution, then Archer shall within thirty (30) days pay to Newberry the difference. Should the final actual construction costs of the expansion of the WWTP is less than the initial Capital Contribution, then Newberry shall refund the excess to Archer within thirty

(30) days of the date of the notice. The intention of this Section is that Newberry and Archer will pay the same per gallon construction costs for the cost of actually constructing the plant capacity in this expansion of the WWTP.

SECTION 4. CONSTRUCTION OF WWTP CAPACITY; ACCEPTANCE OF WASTEWATER. Newberry will proceed with construction of the expansion of the WWTP treatment and disposal capacity in accordance with the terms and conditions of the SRF loan from FDEP. Upon certification by FDEP that the treatment and disposal capacity created by the expansion of the WWTF has been completed by Newberry, Newberry will make available up to 0.175 MGD of wastewater treatment and disposal capacity to Archer for use within the Archer Service Area. Subject to Archer's continuing compliance with the terms and conditions of this Interlocal Agreement, this capacity will be fully committed and cannot be resold or reassigned by Newberry to other users. Acceptance by Newberry of wastewater in excess of the 0.175 gallons per day limitation shall not constitute an amendment to this Agreement, shall not obligate Newberry to continue accepting wastewater in excess of this limitation, and is not a waiver of Newberry's right to enforce this limitation at any time. Until the WWTP treatment and disposal capacity is certified complete by FDEP, Newberry cannot guarantee or reserve wastewater treatment and disposal capacity to Archer. Archer acknowledges that any proposed wastewater connections that would utilize wastewater treatment and disposal capacity prior to March 2026 will be reviewed on a case-by-case basis in order to prioritize and ensure available capacity. Subject to Archer's compliance with the terms and conditions of this Agreement, including construction and certification of the necessary collection and transmission facilities within the Archer Service Area, connection by Archer to Newberry's transmission facilities, approved construction plans, and payment of the estimated Initial Capital Contribution and other applicable rates, fees, and charges by Archer to Newberry, Archer may transmit sewage flows temporarily utilizing existing available treatment and disposal capacity (if any) in Newberry's existing WWTP until such time as the construction of the expansion of the WWTP is completed and certified by FDEP.

SECTION 5. CONNECTION TO NEWBERRY. Prior to Newberry's acceptance of wastewater from Archer, Archer shall at its sole expense construct or cause to be constructed a sanitary sewer force main pipeline with necessary pumping facilities of sufficient hydraulic capacity to transmit wastewater from Archer's collection and transmission system to Newberry's existing force main at the location shown as "Point A" on Exhibit "A" attached to and incorporated in this Interlocal Agreement (hereafter "Newberry Connection Point"). Archer shall, at its sole expense, construct or cause to be constructed by developers or other third parties, any other sanitary sewer force mains or collection pipelines to transmit wastewater from Archer's collection system to Newberry's point of connection, as well as the collection system(s) to collect and transmit wastewater from individual homes, businesses, and other retail customers of Archer to Archer's wastewater transmission mains which will in turn transmit the wastewater to Newberry's points of connection. It is anticipated that a portion of Archer's pipeline will be within Newberry's city boundaries. Subject to compliance with the terms and conditions of this Interlocal Agreement, Newberry hereby grants Archer a license for the term of this Agreement to operate and maintain this pipeline for the sole purpose of delivering its wastewater to the Newberry Connection Point under this Agreement.

SECTION 6. CONNECTION PROCEDURES. Archer agrees that Newberry shall be notified and permitted to review and approve all Archer collection system permit applications to be processed by Archer. Archer agrees that Newberry will approve and sign only those domestic wastewater forms required by FDEP approving construction of lines that will connect to Newberry's wastewater utility via the Archer system and will only approve and accept the wastewater for those developments within the Archer Service Area that have received approved construction plans. All wastewater design plans and systems constructed by or under the direction of Archer which will fall under Newberry's operation and maintenance of treatment and disposal jurisdiction must meet all the standards and requirements of Newberry and other governmental agencies with jurisdiction and reviewed by Newberry before connection to Newberry's wastewater utility system. Archer must apprise and notify Newberry and submit copies of all development plans within Archer which involve connection to the Newberry-owned wastewater utility system via Archer's wastewater collection and transmission system for review and approval prior to approval by Archer.

SECTION 7. WASTEWATER IMPACT FEES FOR CONNECTIONS BEYOND THE PHASE ONE ALLOCATED CAPACITY. Wastewater Impact Fees will be waived by Newberry in exchange for payment of the estimated Initial Capital Contribution (as tried up in accordance with Section 3 hereof) to Newberry for treatment and disposal capacity of 0.175 MGD. wastewater from the Archer Service Area will be metered at the point of connection to Newberry. Average daily flow ("ADF") quantities will be determined on a monthly basis. Newberry shall notify Archer once the monthly ADF reaches 75% of Archer's Phase One Allocated Capacity, and again at 90% of Archer's Phase One Allocated Capacity. Archer shall not permit and shall restrict and prohibit any new connections once the Phase One Allocated Capacity is reached. Newberry may choose to allow Archer additional capacity beyond the limit of 0.175 MGD if such capacity exists. Any new retail wastewater customers Archer seeks to connect and serve above the Phase One Allocated Capacity shall be required to pay, and Archer covenants to collect and remit to Newberry as a condition precedent to being permitted to connect and serve, wastewater impact or connection fees as follows:

(1) For each additional equivalent residential connection or equivalent residential unit ("ERC") Archer seeks to connect or serve beyond those customers served by the Phase One Allocated Capacity, Archer must pay a wastewater impact or connection fee to Newberry in the amount of one hundred percent (100%) of a comparable Newberry customer at time of payment.

(2) Such impact or connection fees shall be collected by Archer and remitted to Newberry no later than the 30th day of the month when the impact or connection fees are collected. Archer may impose an additional administrative fee from payors of impact or connection fees and retain such fee prior to submittal of impact fees to Newberry.

(3) The amount of the impact or connection fees may be increased periodically by Newberry. Adjustments shall take effect ninety (90) days after formal notification to Archer from Newberry of the adjustment. Archer shall be responsible for providing to those in its jurisdiction any statutory notice required for adjustments in the amount of impact or connection fees. The amount, time of payment and other aspects of the impact fee shall be governed by Newberry's ordinances on that subject, or as they may be amended from time to time.

SECTION 8. OPERATION AND MAINTENANCE RESPONSIBILITY. Point A on Exhibit “A” hereof shall constitute a “Demarcation Point.” Archer shall be responsible, financially and otherwise, for operation and maintenance of the wastewater transmission and collection system on its side of the Demarcation Point. Newberry shall be responsible, financially and otherwise, for operation and maintenance of the wastewater system on its side of the Demarcation Point.

SECTION 9. CONSISTENCY OF WASTEWATER.

(1) Archer acknowledges and recognizes that in the operation and maintenance of the Newberry’s WWTP , Newberry has certain obligations to protect the health, safety and welfare of the public and to prevent undue burden to its customers resulting from extraordinary discharges attributable to Archer. Archer agrees that all wastewater collected by Archer and transmitted to Newberry shall conform to Newberry’s then published standards prior to introduction into Newberry’s WWTP. These standards are currently contained in Article VII, §§ 98-231 through 98-248, Code of Ordinances of the City of Newberry, Florida, or as may be amended from time to time.

(2) No substance other than Residential Wastewater Strength, including but not limited to hazardous, flammable, toxic, and/or industrial constituents, regardless of the concentrations of such constituents, will be placed into the WWTP and delivered to the WWTP. Non-domestic wastes from commercial establishments may be introduced into the WWTP only upon prior written approval from Newberry based on Newberry’s determination that such non-domestic waste will not harm the WWTP. Should any non-domestic wastes, grease or oils, including but not limited to, floor wax, paint, chlorides, or salt water be delivered through Archer’s collection and transmission facilities to the WWTP, Archer will be responsible for payment of the cost and expense required in correcting or repairing any resulting damage to the WWTP or property of third parties. Newberry shall have the right to sample Archer’s sewage to verify compliance with this Agreement.

(3) In the event Newberry determines that property served or to be served by Archer poses a threat of introducing chlorides, salt water, or similar constituents into the WWTP at levels determined by Newberry, in accordance with current industry standards, to be harmful to the WWTP, including but not limited to, the WWTP’ ability to provide effluent meeting reuse standards, and its acceptability as an irrigation supply source for vegetation, Newberry has the right to decline or discontinue service, or charge a higher rate due to increased treatment costs if applicable, to such property or customer and to require such pretreatment or other measures as are necessary to protect the integrity of WWTP. In the event of such declination or discontinuance of service, Archer shall have the right to provide or obtain treatment of the effluent from such property through its own facilities or from a third party.

(4) Newberry’s wastewater ordinance includes an industrial pretreatment of wastewater program, a fats, oils and grease management program, and associated regulations. Newberry and Archer agree that these programs and associated regulations are imperative to protect the wastewater facilities. Therefore, no later than the day Archer begins to convey wastewater to Newberry, Archer shall adopt and implement ordinances applicable to Archer’s

customers which shall be no less stringent than Newberry's sewer ordinance including Newberry's industrial pretreatment of wastewater program, fats, oils and grease management program and associated regulations. Upon Archer's adoption or amendment of such ordinances, Archer shall notify Newberry within thirty (30) days of adoption or amendment. Archer shall cooperate with Newberry, including filing enforcement actions against any of Archer's retail customers to insure compliance with all standards and requirements imposed by Newberry regarding wastewater. Archer shall initiate enforcement action as specified by Newberry if any customer violates these requirements and standards. Archer shall initiate enforcement action no later than five (5) business days after written notice from Newberry of the existence or occurrence of the violation. Archer shall likewise comply with any FDEP permit requirement placed on Newberry with regards to Newberry's wastewater WWTP (including the WWTP facilities) and effluent disposal facilities. Any such FDEP requirement will be promptly adopted by Archer to ensure facility compliance as Newberry's wholesale wastewater treatment and disposal customer. Newberry is responsible to promptly notify Archer of any such rule imposed by FDEP.

SECTION 10. ODOR CONTROL AT THE POINT OF CONNECTION. Should wastewater odor become an issue within 1,000 feet of the demarcation point/point of connection, Archer will be responsible for implementing an effective form of odor control, physical or chemical (hydrogen peroxide, activated carbon, etc.) within nine (9) months after receipt of such notice from Newberry.

SECTION 11. PEAK FLOW / HYDRAULIC OVERLOADING. If Newberry determines that Archer's wastewater flows have or will soon compromise Newberry's wastewater collection system hydraulically, Archer must take corrective action (flow equalization, jockey pumps, variable speed pumps) to reduce peak hour flows within nine (9) months of such notice.

SECTION 12. MASTER METERS, INVOICING, AND PLANNING SERVICES.

(1) Newberry shall furnish, install, own, maintain, and replace a master meter which will be capable of measuring all wastewater flowing at the Demarcation Point to provide an accurate measurement of the wastewater flows. Newberry reserves the right to specify the type meter and to connect said meter to its AMI and / or SCADA system. Newberry shall test the meters for accuracy at regular intervals of not less frequently than once every twelve (12) months. Newberry shall provide Archer with the test results. Bills shall be adjusted for meter error in excess of two percent (2%) of full scale reading. In calculating such billing adjustment, it will be assumed that the meter inaccuracy existed for one-half of the entire time interval between meter accuracy checks by either party. The billing adjustment shall be made at the same rate established in accordance with Section 13 hereof, but the volume used in the billing calculations shall be adjusted as described herein. Either party may test the meter more frequently at its expense. If errors are found, adjustments will be made as specified above. Any back charges that result shall be resolved between the parties hereto.

(2) Newberry will invoice Archer on a monthly basis for the amount due for treatment and disposal of Archer's wastewater. The amount to be billed shall be based on the

master meter readings. Payment will be due to Newberry no later than the twentieth (20th) day of each month, regardless of whether Archer has collected the amounts due for wastewater service from each of its customers. Payment will be considered delinquent, and Archer will be considered in default under this Agreement, if payment is not received by Newberry by the twentieth (20th) day of each month. Newberry shall be paid first from amounts collected by Archer for wastewater service from its customers before such revenues are utilized for any other purpose whatsoever.

(3) Newberry and Archer shall meet semi-annually to discuss and disclose all planning activities which affect wastewater treatment. The meetings shall be held each September and March, and shall include public works and planning staff from each party. All development related activity shall be disclosed, including approved, or pending development applications, as well as preliminary plat and development agreement requests. In addition to the semi-annual meetings, Archer shall provide quarterly updates for all development related activities to support Newberry's planning efforts and anticipated wastewater treatment activities. If further master planning is needed to address overall growth and associated capital needs for wastewater treatment, a proportioned cost will be equitably determined between Archer and Newberry to address the planning services.

SECTION 13. USER RATES, FEES, & CHARGES. Newberry agrees to provide transmission, treatment, and disposal of Archer's wastewater from the demarcation point subject to payment of applicable rates, fees, and charges as further explained below.

(1) Archer's initial wastewater monthly charge will be determined using the volume of wastewater measured monthly by the master meter in kilogallons ("kgal") multiplied by the product of seventy percent (70%) of the current Newberry residential wastewater rate in dollars per kgal (\$/1,000 gallons). The parties hereto acknowledge and agree that Newberry will perform an annual rate review of the Newberry utility rate structure. The Newberry rate includes collection, treatment, and disposal per customer. Under the terms of this agreement, Archer will only contribute to treatment and disposal as a wholesale customer of Newberry (estimated to be 70% of the total rate). Archer is responsible for all collection system operations and maintenance within the Archer Service Area.

(2) This initial rate is subject to change pursuant to the Newberry rate structure ordinance review and future adoption. The monthly wastewater rate may increase on October 1 of each year during the term of this Agreement commencing October 1, 2027, by such annual rate review as established by the Newberry City Commission for its wastewater utility customers and applicable to its wastewater utility customers. Written notice of any rate change by either party shall be provided to the other party 120 days prior to the effective date of any rate adjustment. Furthermore, the assent by Newberry to accept wastewater from Archer shall not be construed to obligate Newberry to accept, or consider accepting, wastewater from sources beyond the Archer Service Area, or to provide any wastewater operational or maintenance services other than specified in this Interlocal Agreement. To ensure FDEP regulatory compliance of the WWTP, Archer shall be responsible for the application, collection, and enforcement of Newberry's wastewater ordinances to its customers, as applicable.

(3) Notwithstanding anything to the contrary, the rates to be set by Newberry and paid by Archer will be set to recover Archer's allocable share of the debt service costs, variable use cost, and fixed operating and maintenance costs of the WWTP. After completion of the WWTP but prior to wastewater flow being received by Newberry, Archer may be subject to a capacity maintenance/readiness to serve charge based on the cost of maintaining Archer's wastewater treatment and disposal capacity so that Newberry is ready to serve Archer when Archer connects and utilizes its to the WWTP.

(4) If Newberry's capital, operational, or maintenance costs for wastewater treatment or disposal increase as a result of new environmental regulations or laws, a prorate portion of those costs (14.6 percent) will be assessed and passed through to Archer as part of the charges for treatment and disposal.

SECTION 14. WATER RECHARGE CREDITS. Newberry and the Archer agree that by accepting wastewater from Archer for treatment and disposal, Newberry is entitled to all effluent disposal recharge credits determined by the water management district as it relates to water use permitting.

SECTION 15. INTERRUPTION OF SERVICE. It may be necessary to interrupt service intermittently on a periodic basis due to factors such as equipment failures, routing and emergency maintenance, or other events. Newberry and Archer will coordinate under these circumstances and in no event shall a routing or avoidable interruption create a threat to public health within Archer. Under emergency circumstances, both parties will coordinate and strive to minimize any potential threats to public health and the environment.

SECTION 16. NEWBERRY AMENDMENT OF PERMIT OR CODE. If Newberry proposes to amend a permit or code or adopt any resolutions or ordinance affecting wastewater treatment that will impact Archer and/or its wastewater users, Newberry shall provide written notice to Archer no less than thirty (30) days in advance of adoption of the proposed ordinance or resolution. Archer agrees to implement such requirements contained therein in a timely manner.

SECTION 17. NOTICE TO WASTEWATER CUSTOMERS. Archer shall be responsible for notifying its wastewater customers of any rate changes as required by general law. Archer's obligation to notify its wastewater customers also includes any wastewater system improvements, changes in connection and impact fees, and other related items. Archer agrees to work with Newberry in establishing a system whereby messages and notifications may be delivered to Archer's wastewater customers.

SECTION 18. CONNECTION MANDATORY. Newberry and Archer agree, covenant, and commit to comply with the FDEP-SRF loan agreement requirement for mandatory connections where service is available. The language reads as follows: "MANDATORY CONNECTIONS. The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System".

SECTION 19. FINANCING STRATEGIES FOR WASTEWATER FACILITIES.

FDEP supports regional wastewater utilities, and the State of Florida makes grant funding and low interest loans available for design and construction of wastewater facilities and appurtenances thereto. Newberry and Archer commit to working cooperatively with the other in applying for grant funding, as well as low interest loans, to garner funds for expansion of Newberry's wastewater utilities benefitting both parties as well as funds for expansion of Archer's wastewater collection system. The parties agree that an additional financing strategy includes, if the owner/developer consents, development agreements providing for the prepayment of wastewater impact fees in exchange for a reservation of wastewater treatment and disposal capacity provided by Newberry. Archer agrees to allow Newberry to participate in conversations with developer/owners relating to reservation fees with coordination and participation by Archer.

SECTION 20. DEFENSE OF NEWBERRY IMPACT FEES. Should the collection of impact fees, where applicable on behalf of Newberry result in any demand, claim, or enforcement action against Archer, whether such action results in formal or informal mediation, arbitration, or commencement of litigation, Newberry shall defend and hold harmless the City of Archer including payment of any costs, expenses, and attorney fees. However, Newberry shall not hold Archer harmless for the collection of any administrative fees associated with impact fees which are imposed by Archer or for the failure to provide any statutory notice required for adjustments in the amount of impact fees imposed.

SECTION 21. DEFAULT. If Archer defaults in any payment due to Newberry pursuant to this Agreement, Newberry may exercise any one or more of the following remedies:

- (1) Submit an invoice to Archer for interest at the rate of 10% of the delinquent amount from the date of default;
- (2) Terminate further acceptance of wastewater from Archer until all sums owed to Newberry have been paid in full, with interest at the rate of 10% per year from the date of default through the date of payment;
- (3) Subject to Section 20 of this Interlocal Agreement, file suit against Archer in a court of competent jurisdiction in Alachua County, Florida, to collect the past due amount with interest as stated above, together with all court costs and reasonable attorneys' fees incurred in the collection process, both before and after suit is filed;
- (4) Commence billing Archer's customers directly for wastewater services in months subsequent to the default, and retain all such revenues until the entire amount due Newberry, with interest, has been paid in full, and thereafter retaining all such revenues up to the amount due Newberry each month, remitting any excess to Archer once Newberry is paid in full;
- (5) Require Archer to post a surety bond, cash deposit or letter of credit in favor of Newberry, equal to the average of the amounts billed to Archer by Newberry over the six (6) month period preceding the default (or if the default occurs before there have been six (6)

months of bills rendered, an average of all bills through the date of default). If Newberry elects to require a bond, deposit or letter of credit, such surety shall remain in effect for a period of not less than twelve months after Archer has paid all past due amounts to Newberry in full.

SECTION 22. NON-DISCRIMINATION. Both parties to this Agreement agree not to discriminate against any person based on race, religion, national origin, age, sex, disability, or marital status in the use of facilities pursuant to this Interlocal Agreement.

SECTION 23. TERM. This Agreement shall be effective upon final adoption of an ordinance or resolution (as each may require) by both parties, and the Effective Date shall be the date of final adoption by the last party. The term of this Agreement shall be for the expected life cycle (30 years) of the wastewater treatment and disposal facility (“Initial Term”) from the Effective Date. Upon the expiration of the Initial Term, this Agreement shall automatically be extended upon the same terms and conditions set forth herein for an extension term of five (5) years, and for five-year extension terms thereafter (each an “Extension Term”), unless both parties agree to terminate this Agreement effective at the end of the Initial Term or any Extension Term.

SECTION 24. TERMINATION; CURE. The Agreement may not be terminated by either party prior to expiration of the Initial Term, unless an amendment to the Agreement is approved by both Newberry and Archer in writing, or if one party is in breach of any of the terms and conditions of this agreement and fails to correct the breach within sixty (60) days after receipt of written notice unless it requires more than sixty (60) days to make such corrections, and in such case the breach shall be cured within a reasonable time.

SECTION 25. DISPUTE RESOLUTION. In the event of any dispute related to this Agreement, the parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in Chapter 164, a party may file an action in circuit court.

SECTION 26. Notices. All notices, consents, approvals, waivers, and elections that either party requests or gives under this Agreement must be in writing and shall be given only by hand delivery, or by certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any party may otherwise designate in writing.

Newberry: City Manager
City of Newberry
25440 West Newberry Road
Newberry, Florida 32643

Archer: City Manager
City of Archer
16870 SW 134th Avenue
Archer, Florida 32618

SECTION 27. NO THIRD-PARTY BENEFICIARY. This Agreement is solely for the benefit of the parties hereto, 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 the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the parties, and their respective representatives, successors and assigns. In particular, and without limiting the generality of the foregoing, individual customers of Archer are not intended as third-party beneficiaries of this Agreement and shall have no standing to enforce this Agreement or to assert any claim against Newberry which arises out of or is related any way to this Agreement, or the services provided by Newberry under this Agreement.

SECTION 28. REPRESENTATIONS. Each represents and warrants for the benefit and reliance of the other its respective authority to enter into this Agreement and acknowledges the validity and enforceability of this Agreement. The parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.

SECTION 29. ENTIRE AGREEMENT. This Agreement sets forth the entire understanding of the parties regarding its subject matter. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or based on, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

SECTION 30. PUBLIC RECORDS. The parties understand and agree that all documents of any kind provided from one party to another in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

SECTION 31. AMENDMENTS. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto and their lawful successors.

SECTION 32. GOVERNING LAW; VENUE. This Agreement shall be construed in accordance with the laws of Florida and the venue for any action or proceeding arising out of this Agreement shall be Alachua County, Florida.

SECTION 33. BINDING EFFECT. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns.

SECTION 34. SEVERABILITY. If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were

enacted without including the portion found to be invalid or unenforceable.

SECTION 35. RECORDATION & FILING OF AGREEMENT. As required by Section 163.01(11), Florida Statutes, the Newberry City Clerk is hereby authorized and directed, after approval of this Agreement by Archer and Newberry, and execution thereof by the duly qualified and authorized representatives of each of the parties hereto, to file this Agreement with the Clerk of the Circuit Court of Alachua, Florida, for recording in the public records of Alachua County, Florida.

SECTION 36. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement and the performance of all obligations hereunder.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized representatives to set their hands to this Agreement on the dates indicated below.

CITY OF NEWBERRY, FLORIDA

BY:

Jordan H. Marlowe, Mayor

ATTEST:

Judy Rice, City Clerk

APPROVED AS TO FORM AND CONTENT:

Thomas A. Cloud, Special Counsel

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 20____, by Jordan H. Marlowe, Mayor of the City of Newberry, Florida, a Florida municipal corporation on behalf of the corporation, and who is personally known to me or produced as

identification.

Notary
CITY OF ARCHER, FLORIDA

BY:

Iris Bailey, Mayor

ATTEST:

Deanna Alltop, City Clerk

APPROVED AS TO FORM AND CONTENT:

S. Scott Walker, City Attorney

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 20____, by Iris Bailey, Mayor of the City of Archer, Florida, a Florida municipal corporation on behalf of the corporation, and who is personally known to me or produced as identification.

Notary

**EXHIBITS TO THE
INTERLOCAL AGREEMENT BETWEEN
THE CITY OF NEWBERRY AND
THE CITY OF ARCHER FOR
PROVISION OF WASTEWATER SERVICES**

Exhibit A

