

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF PUNTA GORDA, FLORIDA AND CHARLOTTE COUNTY, FLORIDA
REGARDING COORDINATED WATER SUPPLY AND WASTEWATER PLANNING**

This Agreement is made and entered into this ____ day of _____, 2026, by and between the **City of Punta Gorda, Florida**, a Florida municipal corporation (“City”), and **Charlotte County, Florida**, a political subdivision of the State of Florida (“County”), collectively referred to as the “Parties,” pursuant to Section 163.01, Florida Statutes.

WITNESSETH:

WHEREAS, Chapter 163, Florida Statutes, requires local governments to plan for the provision of public facilities, including potable water and wastewater utilities, to ensure that adopted levels of service are maintained and that infrastructure planning is coordinated between local governments; and

WHEREAS, Chapter 373, Florida Statutes, governs water resource management in the State of Florida, including water use permitting, minimum flows and levels, and the development of regional and alternative water supplies; and

WHEREAS, the City owns and operates potable water and wastewater utility systems serving customers within and outside the City’s corporate limits; and

WHEREAS, the County plans for growth and infrastructure and coordinates with utility providers in the unincorporated area; and

WHEREAS, both Parties recognize the importance of long-term, reliable, and sustainable potable water and wastewater supplies to protect public health, safety, and welfare and to support economic development; and

WHEREAS, the Parties desire to formalize coordination regarding water supply planning, infrastructure development, and project review in a manner consistent with Chapters 163 and 373, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. PURPOSE AND STATUTORY FINDINGS

A. This Agreement is intended to implement and further the intergovernmental coordination objectives of Chapter 163, Florida Statutes, and the water resource management and regional water supply planning objectives of Chapter 373, Florida Statutes. This agreement is not an interlocal agreement pursuant to § 163.01, Fla. Stat.

B. The Parties find that coordinated planning and infrastructure development are necessary to ensure adequate potable water and wastewater utility services within their respective service areas and areas of future growth, as defined by the Parties.

C. The Parties understand and agree that the purpose of this agreement is to provide a framework for cooperation and planning. This agreement shall not be construed as granting any rights to any third party. Specifically, this agreement shall not require either Party to provide potable water service to a property, nor shall any planning document promulgated pursuant to this agreement's terms require either the City or County to expend funds or incur debt unless prior express approval of the City Council or Board of County Commissioners is granted.

2. JOINT CITY-COUNTY WATER SUPPLY PLAN

A. The Parties intend to jointly develop and adopt a Joint City-County Water Supply Plan (the "Plan") by July 1, 2028.

B. The Plan will:

1. Define the area to be addressed by the Plan.
2. Address no less than a twenty-year planning horizon.
3. Identify existing and projected potable water and wastewater demands for areas served or planned to be served by either Party.
4. Identify infrastructure improvements, water sources, and implementation strategies necessary to meet projected demands.
5. Be updated periodically as necessary based on changed conditions.
6. Include other provisions deemed necessary by the Parties.

The Plan shall be funded jointly by the City and the County under a methodology to be jointly agreed upon during the scoping of the Request for Proposal for the Plan.

3. COORDINATED REVIEW OF NEW CUSTOMERS AND PROJECTS

The Parties shall establish procedures for coordinated review of potential new utility customers or economic development projects that may be served by the City or County to ensure that adequate potable water and wastewater capacity exists or can be provided to allow for development approval of such projects, consistent with the Plan.

4. CITY COMMITMENTS – WATER SUPPLY INFRASTRUCTURE

The City commits to:

A. Construct new brackish water wells and expanded reverse osmosis treatment facilities necessary to meet anticipated potable water demands as soon as possible but no later than July 1, 2029.

B. Pursue amendments to its existing water use permit as soon as possible but no later than January 1, 2027 to increase withdrawals from Shell Creek in a manner consistent with meeting

peak demands while new brackish water supply and treatment facilities are permitted and constructed.

C. Provide to County information regarding existing potable water infrastructure as necessary to develop the Plan.

5. COUNTY COMMITMENTS – INFRASTRUCTURE FOR NON-CITY SERVICE AREAS

The County commits to plan for the provision of potable water and wastewater infrastructure, subject to the County's regular capital planning process, as needed to serve areas that are not served and not planned to be served by the City, as identified in Plan.

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6. MUTUAL SUPPORT AND FUNDING COORDINATION

The Parties agree to support one another in fulfilling respective obligations under this Agreement and, subject always to the prior approval of their respective boards, to jointly pursue federal, state, and water management district grants, loans, and legislative appropriations to fund infrastructure associated with potable water and wastewater services.

7. PROGRESS REPORTING

Within one year after execution of this Agreement, and approximately annually thereafter on a date agreed upon by the Parties, the Parties shall prepare a written joint progress report addressing the status of the Plan, infrastructure projects, permitting, and funding pursuits and deliver such report to their respective boards.

8. NO FINANCIAL OBLIGATION

Nothing in this Agreement obligates either Party to appropriate funds. All projects remain subject to budgetary approval by the respective governing bodies.

9. APPLICABLE LAW

This Agreement shall be governed and construed in accordance with Florida law. The parties agree that in the event of any litigation arising out of any alleged breach or non-performance of this Agreement, the venue for such litigation shall be in Charlotte County, Florida.

10. EFFECTIVE DATE

This Interlocal Agreement shall become effective upon the date of the last signature affixed hereto by the duly authorized representatives of the City and the County.

11. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and may be amended only by written agreement approved by both governing bodies.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officials.

Attest:

CITY OF PUNTA GORDA, a Florida
municipal corporation

Sara Welch, City Clerk

By _____
Dr. Deborah Lux, Mayor

Approved:

Steven Leskovich City Attorney

Attest:

Roger D. Eaton, Clerk of Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By _____
Deputy Clerk

By _____
Joseph Tiseo, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Thomas M. David, County Attorney
LR26-_____