

**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF
FLORIDA LEADERS ORGANIZED FOR WATER ("FLOW")**

Among

Alachua County, Florida
Bradford County, Florida
Clay County, Florida
Columbia County, Florida
Dixie County, Florida
Gilchrist County, Florida
Hamilton County, Florida
Lafayette County, Florida
Levy County, Florida
Suwannee County, Florida
Taylor County, Florida
Town of Branford, Florida
City of Keystone Heights, Florida
City of MacClenny, Florida
Town of White Springs, Florida
City of High Springs

Dated as of _____, 2012

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**INTERLOCAL AGREEMENT RELATING TO
ESTABLISHMENT OF THE
FLORIDA LEADERS ORGANIZED FOR WATER ("FLOW")**

THIS INTERLOCAL AGREEMENT, dated as of _____, 2012 (the "Interlocal Agreement"), entered into among a certain number of local governmental units executing this Interlocal Agreement, each one constituting either a county or municipal corporation within the jurisdictional area of the Suwannee River Water Management District and St. Johns Water Management District as they currently exist, and constituting a "public agency" under Part I of Chapter 163, Florida Statutes, which shall on the effective date hereof consist of the following members who are signators of this Interlocal Agreement: Alachua County, Bradford County, Clay County, Columbia County, Dixie County, Gilchrist County, Hamilton County, Lafayette County, Levy County, Suwannee County, Taylor County, Town of Branford, City of Keystone Heights, City of MacClenny, Town of White Springs and City of High Springs, (collectively, the "FLOW Members"), as evidenced by the signatures of their authorized representatives hereby sets forth their intention to coordinate participation in activities related to water, water use and other issues effecting the public health and environment within the respective political boundaries of the FLOW Members. Additional members may be admitted as herein provided.

WITNESSETH:

WHEREAS, each of the FLOW Members have the power to participate in activities related to the protection of the public health and welfare as well as the protection of the environment and the optimal development, use, preservation and conservation of water resources through, among other powers, long term growth planning pursuant to Florida Constitutional powers of local self-government, section 125.01, Florida Statutes (in the case of counties), or section 166.021, Florida Statutes (in the case of municipal corporations); and

WHEREAS, Part 1 of Chapter 163, Florida Statutes (the "Interlocal Act"), permits the FLOW Members, as public agencies under the Interlocal Act, to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which such FLOW Members share in common and which each might exercise separately, permitting the FLOW Members to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual benefit and thereby insure that services and facilities within their respective political boundaries are provided in a sustainable manner that will best serve geographic, economic, environmental, population and other factors influencing the needs and development of such FLOW Members; and

WHEREAS, all FLOW Members must meet the comprehensive planning requirements of Chapter 163, Florida Statutes, which mandate that Florida local governments, including the FLOW Members, coordinate their plans for future growth with available sources of funding and

the availability of infrastructure. The provision and operation of water and wastewater utilities is a major factor in such infrastructure coordination, preservation and resource sustainability; and

WHEREAS, section 163.01(7)(g), Florida Statutes, authorizes the FLOW Members pursuant to an interlocal agreement to create a separate legal entity to exercise the common power of the FLOW Members to participate in activities effecting the geographic, economic, environmental, population and other factors which influence the needs and development of such FLOW Members; and

WHEREAS, the establishment of such legal entity, in the form of the hereinafter described Authority, will ensure that Floridians living within the political boundaries of FLOW Members are provided the best, most cost effective service and assure that proper future expansion of water and wastewater facilities will occur to meet the demands of development of each affected local government as well as the proper use, treatment and sustainability of precious resources; and

WHEREAS, the FLOW Members have determined that it is in their best interests to create such a legal entity to serve the following purposes:

(1) To provide a means of exercising the rights, duties and powers set forth by Chapter 163 of the Florida Statutes, and other applicable Florida, Federal and Local law for the development, use, preservation and conservation of water resources in North Florida.

(2) To serve as regional coordinator for local government water activities among FLOW Members.

(3) To exchange, interchange and review various programs of the individual FLOW Members which have a relationship to water issues and problems affecting FLOW Members.

(4) To promote communication between the FLOW Members for conservation, sustainability, water use permitting and other water issues identified by FLOW Members.

(5) To take all necessary actions needed to insure the sustainability and quality of freshwater to support healthy natural ecosystems for present and future.

(6) To cooperate with federal, state, local and non-governmental agencies to accomplish these objectives.

NOW, THEREFORE, in consideration of the foregoing and the covenants herein, it is mutually agreed and understood by and among the FLOW Members that now or may hereafter execute this Interlocal Agreement, that "Florida Leaders Organized for Water," a legal entity and public body and a unit of local government with all of the privileges, benefits, powers and terms

of the hereinafter defined Act and this Interlocal Agreement, is hereby created for the purposes described in the recitals above and as otherwise set forth herein.

ARTICLE I

DEFINITIONS

SECTION 1.01. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"Act" shall mean, collectively, section 125.01, Florida Statutes (in the case of counties), section 166.021, Florida Statutes (in the case of municipal corporations), the Interlocal Act, any Charters of FLOW Members, and other applicable provisions of law.

"Board" shall mean the governing board of FLOW, consisting of the Directors appointed hereunder.

"Director" shall mean an individual appointed in accordance with the provisions hereof to serve as part of the Board. "Director" shall also include an alternate who is appointed to fill such role.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

"FLOW Member" or "FLOW Members" shall mean the signatories to this Interlocal Agreement from time to time. The FLOW Members shall on the effective date hereof be Alachua County, Bradford County, Clay County, Columbia County, Dixie County, Gilchrist County, Hamilton County, Lafayette County, Levy County, Suwannee County, Taylor County, Town of Branford, City of Keystone Heights, City of MacClenny, Town of White Springs, and City of High Springs.

"Interlocal Act" shall mean Part I of Chapter 163, Florida Statutes.

"Interlocal Agreement" shall mean this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

"Public Agency" shall mean any "public agency" as defined in the Interlocal Act.

"State" shall mean the State of Florida.

Whenever any words are used in this Interlocal Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations

where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

ARTICLE II

FLOW

SECTION 2.01. CREATION. The signatories to this Interlocal Agreement hereby create and establish the "Florida Leaders Organized For Water" or ("FLOW"), a legal entity and public body and a unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act. Creation and organization of FLOW and the fulfillment of its objectives serves a public purpose, and is in all respects for the benefit of the people of this State, affected Public Agencies and their constituents, and the persons or entities served by FLOW Members.

SECTION 2.02. PURPOSES. The purpose of this Interlocal Agreement is for the establishment of FLOW in order to:

(A) Provide a means of exercising the rights, duties and powers set forth by Chapter 163 of the Florida Statutes, and other applicable Florida, Federal and Local law for the development, use, preservation and conservation of water resources in North Florida.

(B) Serve as regional coordinator for local government water activities among FLOW Members.

(C) Exchange, interchange and review various programs of the individual FLOW Members which have a relationship to water issues and problems affecting FLOW Members.

(D) Promote communication between the FLOW Members for conservation, sustainability, water use permitting and other water issues identified by FLOW Members.

(E) Take all necessary actions needed to insure the sustainability and quality of freshwater to support healthy natural ecosystems for present and future.

(F) Cooperate with federal, state, local and non-governmental agencies to accomplish these objectives.

SECTION 2.03. FLOW MEMBERS. The FLOW Members shall consist of those Public Agencies as provided in Article III hereof.

SECTION 2.04. DURATION OF FLOW.

(A) This Interlocal Agreement shall be effective for an initial term of (1) year from the effective date hereof, and shall continue thereafter, from year to year without the necessity of a formal renewal by any party hereto, unless terminate as hereinafter provided.

(B) In the event there is a termination of this Interlocal Agreement which would involve the disposition of FLOW property, such property shall be liquidated and each current FLOW Member at the time of termination shall be entitled to a share of the proceeds bearing the same ratio to the total proceeds as the contribution of the Member bore to total contributions made by all Members from the time of the creation of FLOW; provided, however, the preceding provisions notwithstanding, that in the event a Member withdraws and subsequently rejoins at a later date, said withdrawing Member shall be eligible to share in the proceeds of liquidation of FLOW property only to the extent of its proportionate share of contributions made since the date it lase became a FLOW Member.

(C) Contractual obligations of the withdrawing Member shall continue until such obligation has been satisfactorily terminated. All property, real or personal, of FLOW on the effective date of withdrawal shall remain the property of FLOW and the withdrawing Member shall have no right thereto.

(D) In case of a complete termination of this Interlocal Agreement, the non-federal matching contribution to any approved federal grant shall be firm. The project associated with such grant shall be completed and the required reports and accounting shall be completed.

(E) This Interlocal Agreement may be terminated at any time by resolution duly adopted by the governing body of each and every Member.

ARTICLE III

MEMBERSHIP AND REPRESENTATION

SECTION 3.01. MEMBERSHIP.

(A) Membership in FLOW shall consist of those Public Agencies selected pursuant to this Article III.

(B) The initial FLOW Members shall on the date hereof consist of: Alachua County, Bradford County, Clay County, Columbia County, Dixie County, Gilchrist County, Hamilton County, Lafayette County, Levy County, Suwannee County, Taylor County, Town of Branford, City of Keystone Heights, City of MacClenny, Town of White Springs, and City of High Springs.

(C) To the extent permitted by the Interlocal Act, the Authority may admit any Public Agency to membership upon application of such Public Agency and the affirmative vote of the majority plus one of all Directors at a duly called meeting of the Authority. This Interlocal Agreement need not be amended in order to admit any Public Agency as a FLOW Member. Approval of the governing bodies of the FLOW Members shall not be required to admit a new FLOW Member.

(D) As a precondition to membership in the Authority, each FLOW Member shall constitute a Florida municipality, county or such other Public Agency which is permitted by the Interlocal Act to be a member of the Authority. Such new FLOW Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement.

SECTION 3.02. REPRESENTATION.

(A) Each FLOW Member shall appoint one Director to act on its behalf on the Board. Each Director shall be an individual who shall be appointed specifically by name or by position. In addition, each FLOW Member may appoint an alternate Director to serve in the absence or unavailability of the Director.

(B) In the event the Director of a FLOW Member shall resign or be removed, such FLOW Member shall appoint a new Director within thirty (30) calendar days. In the event such FLOW Member does not appoint a new Director within thirty (30) calendar days of resignation or removal and such FLOW Member has appointed an alternate Director, such alternate Director shall serve in the capacity as Director. In the event such FLOW Member does not appoint a new Director within thirty (30) calendar days of resignation or removal and such FLOW Member has not appointed an alternate Director, the Board may appoint such Director who shall serve until

such time as such affected FLOW Member shall appoint a new Director; provided any new Director appointed by the Board shall be a resident of such FLOW Member. Any Director who is absent for three (3) consecutive meetings of the Board shall be deemed to have resigned.

(C) Each FLOW Member, in its sole discretion, may remove its Director at any time and may appoint a new Director to serve on the Board upon notice being given as provided by Section 3.06(A) hereof for resignation of a Director.

(D) Directors may be elected officials or employees of a FLOW Member.

(E) Upon the affirmative vote of at least two-thirds (2/3) of all Directors at a duly called meeting of FLOW, FLOW may request that the appointing FLOW member consider removing its appointed Director and replacing that Director with another qualified person. The grounds for such request shall include the Director's excessive absences from regular meetings or other good cause. The final decision whether to replace a Director shall be with the FLOW member.

SECTION 3.03. ACTION

(A) The affairs, actions and duties of FLOW shall be undertaken at a duly called meeting pursuant to Section 3.08 hereof.

(B) At any meeting of FLOW at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of FLOW, except as otherwise provided herein.

(C) A certificate, resolution or instrument signed by the Chairman, Vice-Chairman or such other person of FLOW as may be hereafter designated and authorized by the Board shall be evidence of the action of the Authority and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

SECTION 3.04. ELECTION OF OFFICERS. Once a year, and at such other time as may be necessary to fill a vacancy, at a duly called meeting of the Board called for the purpose thereof, the Directors of FLOW shall elect a Chairman, a Vice Chairman, Secretary, and Treasurer to conduct meetings and to perform such other functions as herein provided. The Chairman, Vice-Chairman, Secretary and Treasurer shall serve one (1) year terms unless they resign or such officer is replaced by the Board. The offices of Secretary and Treasurer may be separate or combined and held by one person. The Secretary and Treasurer shall not be required to be a Director or member of FLOW.

SECTION 3.05. AUTHORITY OF OFFICERS.

(A) The Chairman and the Vice-Chairman shall take such actions, have all such powers and sign all documents on behalf of FLOW and in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution of the Board adopted at a duly called meeting.

(B) The Secretary, or their designee, shall keep minutes of all meetings, proceedings and acts of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of FLOW shall be sent by the Secretary or their designee to all Directors of FLOW. The Secretary may also attest to the execution of documents. The Secretary and Treasurer shall have such other powers as may be approved by resolution of the Board adopted at a duly called meeting.

SECTION 3.06. RESIGNATION. (A) Any Director may resign from all duties or responsibilities hereunder by giving at least thirty (30) calendar days prior written notice sent by registered mail to the Chair and Secretary-Treasurer. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date.

(B) Any resigning Director who is an officer of FLOW shall immediately turn over and deliver to the Secretary-Treasurer any and all records, books, documents or other property in his possession or under his control which belong to FLOW.

SECTION 3.07. POWERS AND DUTIES OF THE BOARD. The Board shall act as the governing board of FLOW and shall have, in addition to all other powers and duties described herein, the following powers and duties:

(A) To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

(B) To make and pass rules, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State, or to the provisions of the Interlocal Act or this Interlocal Agreement, necessary for the governance and management of the affairs of FLOW, for the execution of the powers, obligations and responsibilities vested in FLOW and for carrying into effect the provisions of this Interlocal Agreement.

(C) To fix the location of the principal place of business of FLOW.

(D) To create any and all necessary offices in addition to Chairman, Vice-Chairman, Secretary, and Treasurer; and to require and fix the amount of all official bonds as may be necessary for the protection of the funds and property of FLOW.

(E) To create such committees of the Board and designate such Members to serve on such committees for such terms and purposes as the Board shall deem prudent and reasonable to facilitate the accomplishment of the purposes of this Interlocal Agreement.

(F) To employ or hire such staff, attorneys and consultants as it deems appropriate to provide legal advice and other services to FLOW.

SECTION 3.08. MEETINGS.

(A) An organizational meeting shall be convened by the Chairman of the Board of County Commissioners of Columbia County, and notice of the time and place thereof shall be given to the chief elected official of the FLOW Members signatory hereto in writing by regular mail postmarked at least seven (7) days prior to the date set for said organizational meeting, or other reasonable notice, including internet email. FLOW Members shall elect officers and perform such other duties as set forth in this Interlocal Agreement at the organizational meeting.

(B) The Board shall convene at a meeting duly called by either a majority of the Directors or the Chairman. The Directors may establish regular meeting times and places. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Notice of a special meeting, unless otherwise waived, shall be furnished to each Director by the Secretary-Treasurer not less than seven (7) calendar days prior to the date of such meeting; provided the Chair or, in the Chair's absence or unavailability, the Vice-Chair, may call a meeting upon twenty-four (24) hours written notice if such officer determines an emergency exists. All meetings shall be noticed in accordance with applicable law.

(C) Within thirty (30) calendar days of the creation of FLOW, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

(D) All regular and special meetings, workshops, or hearings of FLOW shall be open to the general public, and conducted in compliance with Section 286.011, Florida Statutes, Florida's Government-in-the-Sunshine Law.

(E) FLOW shall comply with Chapter 119, Florida Statutes, Florida Public Records Act.

SECTION 3.09. WITHDRAWAL OR DISMISSAL OF FLOW MEMBERS.

(A) Any FLOW Member may withdraw at any time after providing sixty (60) days written notice of withdrawal to Director and Secretary-Treasurer.

(B) Any FLOW Member may be dismissed from FLOW by two-thirds (2/3) vote of all Directors.

SECTION 3.10. EXPENSES. The Authority may establish, from time to time, procedures for reimbursement for reasonable expenses incurred by FLOW Members and Directors.

SECTION 3.11. LIABILITY. No Director, agent, officer or official of FLOW shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act of omission or commission by any other Director, agent, officer or official.

ARTICLE IV

POWERS AND DUTIES

SECTION 4.01. POWERS.

(A) FLOW shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act:

(1) To employ and compensate staff members as deemed necessary and desirable for the performance of FLOW's duties and exercise of its rights and powers. Compensation to staff members shall be consistent with that which is provided in pay plans adopted by Public Agencies having similar positions.

(2) To utilize staff members employed by FLOW Members as agreed by the Members to be desirable in furtherance of the purpose of this Interlocal Agreement.

(3) To hold public hearings and sponsor public forums whenever deemed necessary or useful in the execution of FLOW's functions.

(4) To contract for the service of engineers, accountants, attorneys and other experts or consultants, and such other agents as the Board may require or deem appropriate from time to time.

(5) To conduct studies of financial disclosures, etc.

(6) To participate with other governmental agencies, educational institutions, and private organizations in the coordination or conduct of its activities.

(7) To enter into contracts to provide, at cost, such services related to its responsibilities as may be requested by local governments within the region and which are feasible to perform.

(8) To enter into other interlocal agreements or join with any other special purpose or general purpose local governments, public agencies or authorities in the exercise of common powers.

(9) To enter into contracts with the government of the United States or any agency or instrumentality thereof, the State, or with any municipality, county, district, authority,

political subdivision, private corporation, partnership, association or individual providing for or relating to necessary to effect the purposes of this Interlocal Agreement.

(10) To apply for, receive and accept from any federal or State agency, grants or loans for or in aid of the purposes of this Interlocal Agreement and to receive and accept aid or contributions or loans from private and community sources or any other source of either money, labor or other things of value, to be held, used and applied only for the purpose for which such grants, contributions or loans may be made.

(11) To appoint advisory boards and committees to assist the Board in the exercise and performance of the powers and duties provided in this Interlocal Agreement.

(12) To sue and be sued in the name of FLOW.

(13) To adopt and use a seal and authorize the use of a facsimile thereof.

(14) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

(15) To maintain an office or offices at such place or places as the Board may designate from time to time.

(16) To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the Constitution and laws of the State.

(17) To invest its moneys in such investments as directed by the Board in accordance with State law.

(18) To purchase such insurance as it deems appropriate.

(19) To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

(B) In exercising the powers conferred by this Interlocal Agreement the Board shall act by resolution or motion made and adopted at duly noticed and publicly held meetings in conformance with applicable law.

(C) It is expressly understood that the terms and conditions of this Agreement shall be effective between and among all FLOW Members which execute this Interlocal Agreement; and

that the validity, force, and effect of the Agreement shall not be effected by one of more of the parties therein before named not approving this Agreement.

(D) The provisions of Chapter 120, Florida Statutes, shall not apply to FLOW.

SECTION 4.02. ANNUAL BUDGET.

(A) Prior to October 1 of each year the Board will adopt an annual budget. Such budget shall be prepared within the time periods required for the adoption of a tentative and final budget for county governments under general law. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of FLOW.

(B) The adopted budget shall be the operating and fiscal guide for the ensuing Fiscal Year. The Board may from time to time amend the budget at any duly called regular or special meeting.

(C) FLOW shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

(D) The Board shall cause to be made at least once a year, within one hundred eighty (180) days of the end of the Fiscal Year, a report including all matters relating to FLOW's activities. Copies of such report shall be filed with the Secretary-Treasurer and shall be open to public inspection. The report shall be known as the "Annual Report." The Annual Report may be included as a part of any other report or reports required by law or may be issued separately. The Secretary-Treasurer shall provide each FLOW Member with a copy of the Annual Report.

(E) Each FLOW Member may, but shall not be required, to include in its annual budget an amount sufficient to fund the proportionate share (its percent of total membership) or a greater share of the FLOW budget.

SECTION 4.03. AD VALOREM TAXATION NOT AUTHORIZED. FLOW shall not have the power to levy and assess an ad valorem tax on any property within the Service Areas for any reason.

ARTICLE V

MISCELLANEOUS

SECTION 5.01. DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the delegation of any of the Constitutional or statutory duties of the State or the FLOW Members or any officers thereof.

SECTION 5.02. FILING. A copy of this Interlocal Agreement shall be filed for record with the Clerk of the Circuit Court in each county wherein a FLOW Member is located.

SECTION 5.03. IMMUNITY.

(A) All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers and agents of FLOW Members shall apply to the officials, officers and agents of FLOW when performing their respective functions and duties under the provisions of this Interlocal Agreement.

(B) The FLOW Members intend to utilize sections 768.28 and 163.01(9)(c), Florida Statutes, other Florida Statutes and the common law governing sovereign immunity to the fullest extent possible. Pursuant to section 163.01(5)(o), Florida Statutes, FLOW Members may not be held jointly liable for the torts of the officers or employees of FLOW, or any other tort attributable to FLOW, and that FLOW alone shall be liable for any torts attributable to it or for torts of its officials, officers or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in section 768.28, Florida Statutes. The FLOW Members intend that FLOW shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 5.04. LIMITED LIABILITY. No FLOW Member shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of FLOW, the Directors or any other agents, officers or officials of FLOW, except to the extent otherwise mutually agreed upon, and neither FLOW, the Directors or any other agents, officers or officials of FLOW have any authority or power to otherwise obligate any individual FLOW Member in any manner.

SECTION 5.05. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of two-thirds of all FLOW members. However, this Interlocal Agreement may not be amended so as to (A) permit any moneys or other assets

secured by FLOW to inure to the benefit of any private person for any purpose other than those specified herein, or (B) permit the diversion or application of any of the moneys or other assets of FLOW for any purpose other than those specified herein.

SECTION 5.06. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 5.07. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed by Florida law.

SECTION 5.08. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of (A) the dated date hereof or (B) the date the last initial FLOW Member executes this Interlocal Agreement and the filing requirements stated herein are satisfied.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

ALACHUA COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

BRADFORD COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

CLAY COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

COLUMBIA COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

DIXIE COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

GILCHRIST COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

HAMILTON COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

LAFAYETTE COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

LEVY COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

SUWANEE COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

TAYLOR COUNTY, FLORIDA

By: _____
Chairman

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

TOWN OF BRANFORD, FLORIDA

By: _____
Mayor

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

CITY OF KEYSTONE HEIGHTS, FLORIDA

By: _____
Mayor

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

CITY OF MACCLENNY, FLORIDA

By: _____
Mayor

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

TOWN OF WHITE SPRINGS, FLORIDA

By: _____
Mayor

ATTEST:

Clerk

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the FLOW Members by their authorized officers or officials on this _____ day of _____, 2012.

CITY OF HIGH SPRINGS, FLORIDA

By: _____
Mayor

ATTEST:

Clerk