

# EXHIBIT 6

## **Interlocal Agreements Under the RCID**

The Old Act authorized the District to enter into agreements with municipalities within the District to work together to discharge common functions, powers and duties and in rendering services to residents and property owners within the cities and the District. For more information on these interlocal agreements, see Exhibit X, Interlocal Agreements Under the RCID. Further, the Old Act authorized the District to enter into cooperation agreements with the state, counties, municipalities and other political subdivisions.

The RCID entered into interlocal agreements with various governmental entities related to water use permits, water service areas, wastewater services, wastewater service areas, reclaimed water, and for the administrative, managerial, accounting, and other services. The current interlocal agreements entered into under the Old Act, are summarized as follows.

### **1. Water Use Permits**

The RCID entered interlocal agreements with the City of St. Cloud, Tohopekaliga Water Authority, Orange County, and Polk County, jointly referred to as STOPR, in order to share their common goals in the pursuit of water use permits in the SFWMD.<sup>1</sup> The District executed the Agreement on December 27, 2006 and modified the Agreement on March 29, 2007. The Agreement runs until the water permits expire. Among other activities these efforts include permit compliance monitoring, the preliminary design and permitting of an alternative water supply project, and joint participation in a regional cooperation for a central Florida impacts evaluation.<sup>2</sup>

### **2. Territorial Agreements**

The RCID entered into territorial agreements with Orange County and the City of Kissimmee to define the potable water service area of the RCID.<sup>3</sup> The RCID's agreement with Orange County was executed in October 2008 for a 40-year term, and its agreement with the Kissimmee Utility Authority/Toho Water Authority was executed on June 28, 1995 for an initial term of five years with automatic five-year renewals at the end of each term.<sup>4</sup>

### **3. Wastewater Service Agreements**

The RCID entered into two interlocal agreements with Orange County to provide wastewater service to Orange County at three locations:

- adjacent to the Flamingo Crossings area abutting the southwest portion of the District;
- the Northeast Resort Parcel/Golden Oak development; and
- the Horizon West area abutting the north boundary of the District.<sup>5</sup>

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<sup>1</sup> "Official Statement Reedy Creek Improvement District, Utility Revenue Bond Series 2018-1 and 2018-2." Pg. 33.

<sup>2</sup> Id.

<sup>3</sup> Id. at 33-34.

<sup>4</sup> Id.

<sup>5</sup> Id. at 35.

The Flamingo Agreement was entered into on September 30, 2018 and does not have a termination date. The Golden Oak Development Agreement was entered into on April 30, 2018 and does not have a termination date.

#### **4. Interlocal Agreements with Lake Buena Vista and the City of Bay Lake**

On July 18, 2022 the RCID entered into an Interlocal Agreement with the City of Lake Buena Vista and the City of Bay Lake, for administrative, managerial, account and other services. The agreement provides for the RCID to provide a broad range of services including all those duties and functions of the type customarily rendered by municipal employees and departments. This Interlocal Agreement required the District to supply a labor force and perform services to the City of Lake Buena Vista and the City of Bay Lake free of charge.

The agreement was for forty years but may be terminated upon 90 days written notice. Specially, the agreement required the RCID to provide specific City services related to contract administration; policy implementation; public records requests and public relations; storage of records and annual reports; lobbying, interlocals and other joint government activities; city website and information technology; financial services; risk management; water management and utilities; permitting requests and public assembly; law enforcement services; and fire services and EMS. The details of the foregoing services are appended as Attachment 1.

## ATTACHMENT 1

- I. Contract Administration:
  - a. Assist in selecting vendors and prepare and process requisitions.
  - b. Assist in negotiating City contracts, including, without limitation, those for:
    - i. Fire Services/EMS
    - ii. Law Enforcement Services
    - iii. Financial Services
    - iv. Workforce Housing Services
    - v. Solid Waste Services
    - vi. Stormwater Services
    - vii. Geographic Information Systems
    - viii. Other services to be provided by municipalities
  - c. Advise the appropriate City staff and/or the City Council, as applicable, on the status of the contract negotiations.
  - d. Make recommendations to the appropriate City staff and/or the City Council, as applicable, on contract approval, rejection, amendment, renewal, and termination.
  - e. Provide contract administration and supervision of all current and proposed contracts.
  - f. Assist in the implementation of procurement policies and procedures.
- II. Policy Implementation:
  - a. Prepare administrative and financial analysis of current and/or proposed City policies and the impact and/or potential impact to the City.
  - b. Prepare plans and procedures to ensure implementation of the City's policies and/or proposed City policies.
  - c. Prepare status reports to advise the appropriate City staff and/or the City Council, as applicable, of the progress and results of implementation of City policies, as requested by the appropriate City staff and/or the City Council.
- III. Public Records Requests and Public Relations; Storage of Records; Annual Reports:
  - a. Respond to all inquiries for public records in a timely fashion.

- b. Provide overall administrative support for City records, which includes, among other things, the preparation of annual reports based on the public records requests received by the City, if requested by the City staff and/or the City Council, as applicable.
- c. Retain and protect the integrity of all public records and make them available for inspection by the public, in accordance with Florida law.
- d. Implement and maintain a document management system to facilitate the retention of all City records and communications in accordance with Florida law.
- e. Promote City policy, programs, and achievements, and, if requested, serve as a liaison, for City events for future use in City-developed publications.
- f. Prepare City-developed publications, as requested by the appropriate City staff and/or the City Council, as applicable.
- g. Act as liaison and media representative for the Cities.

IV. Lobbying; Interlocals and other Joint Government Activities:

- a. Communicate and correspond with, and provide direction to, third-parties on behalf of the Cities with respect to proposed legislation.
- b. Enter into agreements on behalf of Cities with other local governments which shall include among other things, communications and correspondence with said agencies.

V. City Website; Information Technology:

- a. Design, host maintain and support any website of the City.
- b. Update any website of the City, as requested by the appropriate City staff and/or the City Council.

VI. Financial Services:

- a. Revenue Collection:
  - i. Prepare documentation regarding levying of property taxes in accordance with Florida law, and coordinate with Orange County regarding the collection and disbursement of taxes, assessments, fees, charges and other impositions to the City.
  - ii. Distribute and manage the tax revenues received by the City pertaining to the property taxes and any other amounts collected by the City, including, but not limited to, utilities.
  - iii. Recommend enforcement actions to the City to induce payment of any other revenues not collected pursuant to tax bill, if requested by the City staff and/or the City Council, as applicable.

- iv. Prepare financial reports, in accordance with Florida Statutes, Generally Accepted Accounting Principles, Governmental Accounting Standards Board and Government Finance Officers Association guidelines showing fiscal year revenues and expenses to date in comparison with budget projections.
- b. Investment Services; Finance Forecasting and Reports:
- i. Recommend investment policies and procedures in accordance with Florida law.
  - ii. Invest City funds as approved by the appropriate City staff and/or the City Council, as applicable, in accordance with applicable investment policies and procedures of the City adopted in accordance Section 218.415, Florida Statute, or if no such policy exists, in accordance with Section 218.415, Florida Statutes.
  - iii. Maintain City investments, and, if requested by the City staff and/or the City Council, as applicable, produce timely reports on said City investments.
  - iv. Prepare detailed financial forecasts and analysis, identify trends and analyze their impact upon City's finances, operations and capital, and develop policy and action recommendations, if requested by the City staff and/or the City Council, as applicable.
- c. Fund Accounting:
- i. Establish one or more City bank accounts in accordance with accounting standards prescribed by Department of Banking and Finance for Government Accounting and the Rules of the Auditor General, if requested by the City staff and/or the City Council, as applicable.
  - ii. Prepare all necessary financial reports as required by applicable law and accounting standards, if requested by the City staff and/or the City Council, as applicable.
- d. Accounts payable/receivable:
- i. Maintain all City expenses and process all purchase orders and make timely payment of all invoices.
  - ii. Deposit all funds received in a timely manner.
- e. General fixed asset accounting; Budgeting and Audits:
- i. Account for assets constructed by or donated to the City for maintenance.
  - ii. Inventory City property in accordance with the Rules of the Auditor General.
  - iii. Maintain all financial records in accordance with all applicable laws and guidelines for municipal accounting, Generally Accepted Accounting

Principles, Governmental Accounting Standards Board and Government Finance Officers Association standards, and produce and deliver to the City staff and/or the City Council, as applicable, any and all financial information and reports requested by the City staff and/or the City Council.

- iv. Prepare and submit to the City an annual budget in accordance with all applicable laws and guidelines for municipal accounting.
- v. Provide material for and attend all City budget meetings.
- vi. Coordinate with the City auditors regarding submitting all required documentation to the Department of Revenue and providing all necessary reports for public advertisements and public hearings, if requested by the City staff and/or the City Council, as applicable.
- vii. Prepare the Annual Financial Report, in accordance with all applicable laws and guidelines for municipal accounting.
- viii. Distribute Annual Financial Report to applicable government agencies, after review by the appropriate City staff and/or the City Council, as applicable, if requested by the City staff of the City and/or the City Council, as applicable.

VII. Risk Management:

- a. Recommend and advise the appropriate City staff and/or the City Council, as applicable, of the appropriate amounts and types of insurance and be responsible for procuring all necessary insurance.
- b. Review insurance policies and coverage amounts of City vendors.
- c. Process and assist in the investigation of insurance claims, in coordination with the City attorney.
- d. Develop and maintain a risk management procedure, in coordination with the City staff and/or the City Council, as applicable.

VIII. Other Services:

- a. Water Management and Utilities
  - i. Provide field staff for the daily maintenance of the water and sewer distribution system and coordinate with the City to meet all drinking water quality standards.
  - ii. Administer programs, monitoring and reports on drinking water, as required by the Environmental Protection Agency or other government agencies.
  - iii. Coordinate with the appropriate City staff and/or the City Council, as applicable, for any major repairs during a water and sewer distribution or

collection system emergency or failure and make the necessary repairs, or cause the repairs to be made.

- iv. Coordinate with regional, state and federal agencies to administer the EPA's National Pollutant Discharge Elimination System (NPDES) program.
- v. Coordinate with regional state and federal water management districts to administer water management standards and maintenance practices to provide for a quality stormwater, conservation and drainage system.
- vi. Provide staff and maintain an aquatic weed control program to ensure maximum flow of water in the drainage system.
- vii. Provide staff and maintain a mosquito control program to ensure the population control of mosquitos.
- viii. Provide staff and services for the removal and processing of City solid waste in accordance with Florida law.

b. Permitting Requests; Public Assembly:

- i. Process all requests for permits (including, without limitation, those for public assembly in accordance with City Ordinances, and federal, state and local laws.)
- ii. Provide contract administration for mitigation maintenance and monitoring to meet local, state, and federal permit compliance requirements.

c. Law Enforcement Services:

- i. Coordinate with the appropriate City staff and/or the City Council, as applicable, and the Orange County Sheriff's Office for any emergency within the City, and approve any response plans to same, if requested by the City staff and/or the City Council, as applicable.
- ii. Coordinate with the appropriate City staff and/or the City Council, as applicable, and the Orange County Sheriff's Office for any event within the City which requires law enforcement presence (including, but not limited to, marathons and public assemblies), and, if requested by the City staff and/or the City Council, as applicable, approve any response plans to same.

d. Fire Services; EMS:

- i. Respond to requests from residents, property owners and public for assistance within each City requiring Fire Services and/or EMS.

Coordinate with local Fire Services and/or EMS departments from neighboring governmental entities, as applicable, for any event within the Cities which requires joint governmental responses.