

**THE FIRST AMENDMENT TO THE GATEWAY SERVICES COMMUNITY  
DEVELOPMENT DISTRICT INTERLOCAL AGREEMENT WHOLESALE  
WASTEWATER TREATMENT AND REUSE WATER SERVICE**

THIS FIRST AMENDMENT TO THE GATEWAY SERVICES COMMUNITY DEVELOPMENT DISTRICT INTERLOCAL AGREEMENT Wholesale Wastewater Treatment And Reuse Water Service ("First Amendment") is made this 7th day of November, 2023, by and between the Gateway Services Community Development District, a special purpose unit of local government established pursuant to Chapter 190, F.S. acting through and by its Board of Supervisors (hereinafter referred to as "District") and Lee County, a political subdivision of the State of Florida (hereinafter referred to as "County").

**WHEREAS**, on May 13, 2003, the District and the County entered into that certain Acquisition And Utility Service Provision Agreement (the "2003 Acquisition Agreement"); and

**WHEREAS**, thereafter the District and the County entered into that certain Gateway Services Community Development District Interlocal Agreement Wholesale Wastewater Treatment and Reuse Water Service, dated July 11, 2003 (the "Wholesale Wastewater Agreement") and that certain Gateway Services Community Development District Interlocal Agreement Wholesale Potable Water Service dated July 11, 2003 (the "Wholesale Potable Water Agreement"); and

**WHEREAS**, the District has been requested by the Florida Governmental Utility Authority ("FGUA"), to supply potable water to FGUA for two (2) calendar years from commencement of service, which may be extended upon the County and the District approving an extension by further amendment to the Wholesale Potable Water Agreement, in order for FGUA to be able to provide potable water service to the customers of FGUA; and

**WHEREAS**, in order for the District to supply potable water received by the District from County to FGUA on a bulk basis, on a temporary basis, it is necessary to amended the definitions, descriptions and depictions of District's Service Area, the District's Territory and the District's Customers in the Acquisition Agreement, the Wholesale Potable Water Agreement, along with amending various terms and provisions of the Wholesale Wastewater Agreement; and,

**WHEREAS**, the District and the County desire to amend the Wholesale Wastewater Agreement.

NOW THEREFORE, in consideration of the premises, the covenants, terms and conditions set forth herein, the District and the County agree as follows:

1. The above recitations are true and correct and are incorporated herein in full.

2. The Wholesale Wastewater Agreement is hereby amended as follows:  
A. Section 3.3(a) is amended by adding the following as Section 3.3(a):

The District shall not be charged for nor responsible for payment of wastewater treatment and disposal based on water flows at the District's potable wholesale water master meter(s), for the potable water supplied to FGUA. The District shall work with FGUA and supply the County monthly meter reads as to the potable water delivered by District to FGUA. The County shall credit the District's monthly Wholesale Wastewater bill according to the meter reads, crediting 100% of the flows sent to the FGUA service area. The County reserves the right to be present or take meter reads at any time. The County is not responsible for collection, treatment, or disposal of any potable water sent by District to FGUA through the interconnect with FGUA. The District shall not collect, treat, or dispose of any wastewater from the FGUA service area.

3. All other terms, provisions and conditions of the Gateway Services Community Development District Interlocal Agreement Wholesale Wastewater Treatment and Reuse Water Service not specifically amended hereby shall remain in full force and effect.
4. This First Amendment to the Gateway Services Community Development District Interlocal Agreement Wholesale Wastewater Treatment and Reuse Water Service shall become effective upon the execution by both parties.

IN WITNESS WHEREOF, the parties hereunto have executed this First Amendment to the Gateway Services Community Development District Interlocal Agreement Wholesale Wastewater Treatment and Reuse Water Service on the dates specified below.

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY FLORIDA

By: \_\_\_\_\_

Date: 11-09-23

ATTEST:

CLERK OF THE CIRCUIT COURT  
Kevin C. Karnes, Clerk

By: Melissa Butler

Date: 11-13-23

Approved as to Form for the Reliance of Lee  
County Only

By: [Signature]  
Office of the County Attorney

