

CS-22-048

CM1984-A1

**FIRST AMENDMENT TO THE
NASSAU COUNTY/JEA WATER AND WASTEWATER
INTERLOCAL AGREEMENT**

This First Amendment (First Amendment) to the Water and Wastewater Interlocal Agreement (Amendment) is made and entered into as of this 10th day of October, 2022 (Effective Date), by and between Nassau County (County) and JEA.

RECITATIONS:

WHEREAS, County and JEA entered into an original Water and Wastewater Interlocal Agreement (Agreement) on December 17, 2001 and recorded in Nassau County Public Records at Book 1031, Pages 333-376 on January 15, 2002 and have acted in concert therewith to date; and

WHEREAS, County and JEA desire to amend Section 9 of said Agreement in order to provide that going forward, JEA will pay to the County on an annual basis five percent (5%) of its revenue derived from the sale of water and wastewater within the County during the previous year; and

WHEREAS, the parties hereto agree that no other amendments to the said Agreement are envisioned herein.

NOW, THEREFORE, for and in consideration of the mutual undertakings and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency thereof are hereby acknowledged, received from each party from the other, the parties hereto agree as follows:

1. The foregoing recitations are true, correct, and incorporated herein by specific reference.
2. Section 9 of the Agreement is hereby deleted and replaced in its entirety as follows:

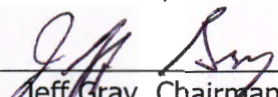
SECTION 9. ANNUAL CONTRIBUTIONS TO THE COUNTY BY JEA. As of the Effective Date of this First Amendment, JEA shall pay to the County five percent (5%) of all actual gross billings derived from the JEA service and sale of water and wastewater (excluding reclaimed water) for providing services to the Service Territory and Additional Territory within the County during the previous calendar year, or since the time utilized for computation of the previous payment, whichever is longer. Such payment shall be made within sixty (60) days of the end of each calendar year for the duration of the Agreement. If JEA pays a contribution to the City of Jacksonville on the sale of reclaimed water in the future, JEA will include the sale of

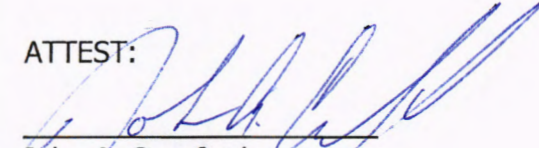
reclaimed water from within the County in the determination of the actual gross billings described above and subsequent contribution to the County. These payments shall be used by the County for governmental purposes.

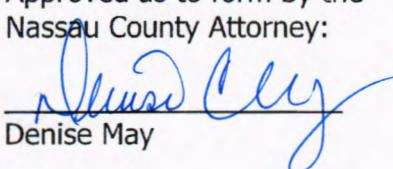
3. In all other respects, said Agreement remains unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year set forth below.


BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA

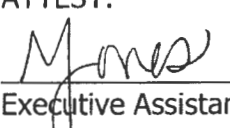
By: 
Jeff Gray, Chairman

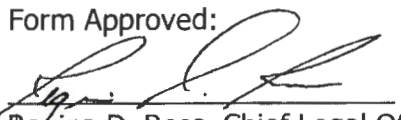
ATTEST:

John A. Crawford
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:

Denise May

JEA

By: 
Jay C. Stowe, Managing Director and
Chief Executive Officer
10/27/2022

ATTEST:

Executive Assistant
10/27/2022

Form Approved:

Regina D. Ross, Chief Legal Officer
Office of General Counsel