

Turner, John

From: bruce.may@hklaw.com
Sent: Tuesday, June 22, 2021 3:34 PM
To: Dylan Reingold
Cc: jharpring@irshores.com; kevin.cox@hklaw.com
Subject: Town of Indian River Shores
Attachments: Analysis to Town of IRS 4.14.21 3(83698979).pdf

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Good afternoon Dylan.

Our law firm is assisting the Town of Indian River Shores (the "Town") as it explores its options to obtain essential water, wastewater and reuse water services ("Essential Services") for its residents after the Town's franchise agreement with the City of Vero Beach (the "City") ends. One of those options is for the Town to obtain the Essential Services from the County. As you are aware, the City's Manager recently wrote to the County Administrator suggesting that the Town's ability to obtain the Essential Services from the County may be restricted by an agreement among the City and County dated August 18, 1989 (the "Market Allocation Agreement"). However, based upon the legal opinions rendered by the County's outside counsel and by your predecessor, and based upon our own attached analysis, we believe that Market Allocation Agreement would not prevent the County from providing water, wastewater and reuse water services to the Town after the Town's franchise agreement with the City concludes.

We understand the City and the County will be meeting in the near future to discuss this and other potential disputes under Florida's Governmental Conflict Resolution Act. While the City has elected to exclude the Town from those discussions, it is our hope that the County will not enter any agreement that could be interpreted as precluding it from providing Essential Services to the Town in the future, or otherwise disenfranchising County residents located outside the City by binding those non-City residents to City rates over which they have no vote or control. Therefore, if the County reaches an accord with the City as part of the upcoming conflict resolution process, then the Town would respectfully ask that any resulting agreement include the following clarification:

Nothing herein shall be interpreted as precluding the County from providing water, wastewater and reuse water services to the Town after the Town's franchise agreement with the City ends or if the Market Allocation Agreement is determined to be invalid. Furthermore, nothing herein shall be interpreted as an agreement by the County that County residents located outside of the City should be forced to pay rates for essential water, wastewater and reuse water services that are above the rates charged by the County for comparable services.

I'm happy to discuss at your convenience. Thank you for your consideration.

D. Bruce May, Jr. | Holland & Knight

Partner

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