

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====

Meeting Date:	January 9, 2007	Consent [X]	Regular [ ]
		Public Hearing [ ]	

Submitted By: Water Utilities Department  
Submitted For: Water Utilities Department

=====

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a Memorandum of Agreement with Lake Worth Drainage District and the South Florida Water Management District addressing diversion and impoundment of water in the southwestern Boca Raton area.

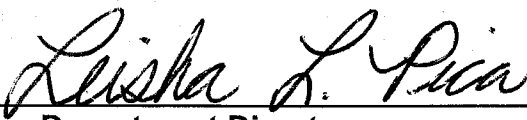
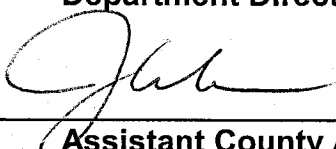
**Summary:** This Memorandum of Agreement authorizes the Department to divert excess surface water from canals into lakes in southwest Boca. Existing lakes located within several communities bordering the Department's System 9 wellfield have experienced severely low lake levels over the past few years. Working with the South Florida Water Management District and Lake Worth Drainage District, the Department developed a strategy to address the lake levels. Water will be diverted from the Hillsboro Canal via the E-1W South Canal and then stored within the existing lakes. All parties agree the Department's use of this water is consistent with LWDD's Diversion and Impoundment Permit No. 50-00793-W issued by SFWMD.

(WUD Project No. 04-218)      District 5      (MJ)

**Background and Justification:** Residents of Boca Heights (Tudor Woods), Boca Springs, Boca Country Estates and Meadow Lakes contacted the South Florida Water Management District (SFWMD) regarding extremely low lake levels. SFWMD then contacted the Palm Beach County Water Utilities Department to request assistance investigating the lake situation. Studies performed by the SFWMD, Department, and the Department's Engineering Consultants were inconclusive with identifying the definitive cause(s) of the low lake levels. All parties cooperated with the Lake Worth Drainage District to develop a strategy to address the lake levels and minimize impact on the Department's wellfield operations. The Department will construct a hydraulic connection to the LWDD canal system in order to divert and impound less than one million gallons of water per day for aquifer recharge in the area. All parties agree the Department's use of this water is consistent with LWDD's Diversion and Impoundment Permit No. 50-00793-W issued by SFWMD. This approach is expected to provide a good balance between the lake levels and wellfield needs.

**Attachments:**

- 1. Location Map
- 2. Two (2) Original Memorandum of Agreement

Recommended By:		12/15/06
	Department Director	Date
Approved By:		1/3/07
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
CCRT Funds	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund                      Dept                      Unit                      Object

Is Item Included in Current Budget?                      Yes \_\_\_\_\_ No \_\_\_\_\_

Reporting Category N/A

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

This item has no fiscal impact.

C. Department Fiscal Review: Shirley M. West

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

The cost to construct a hydraulic connection is undetermined at this time. The fiscal impact will be shown when the contract for construction is issued.

John D. L. 12-20-06  
OFMB  
John D. L. 12-20-06  
12-20-06

John D. L. 12-20-06  
Contract Development and Control

### B. Legal Sufficiency:

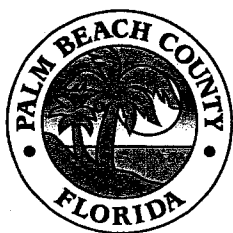
W. L. W. 1/2/07  
Assistant County Attorney

At the time of CDC's review, the Memorandum of Agreement was not executed.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

This summary is not to be used as a basis for payment.



Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities

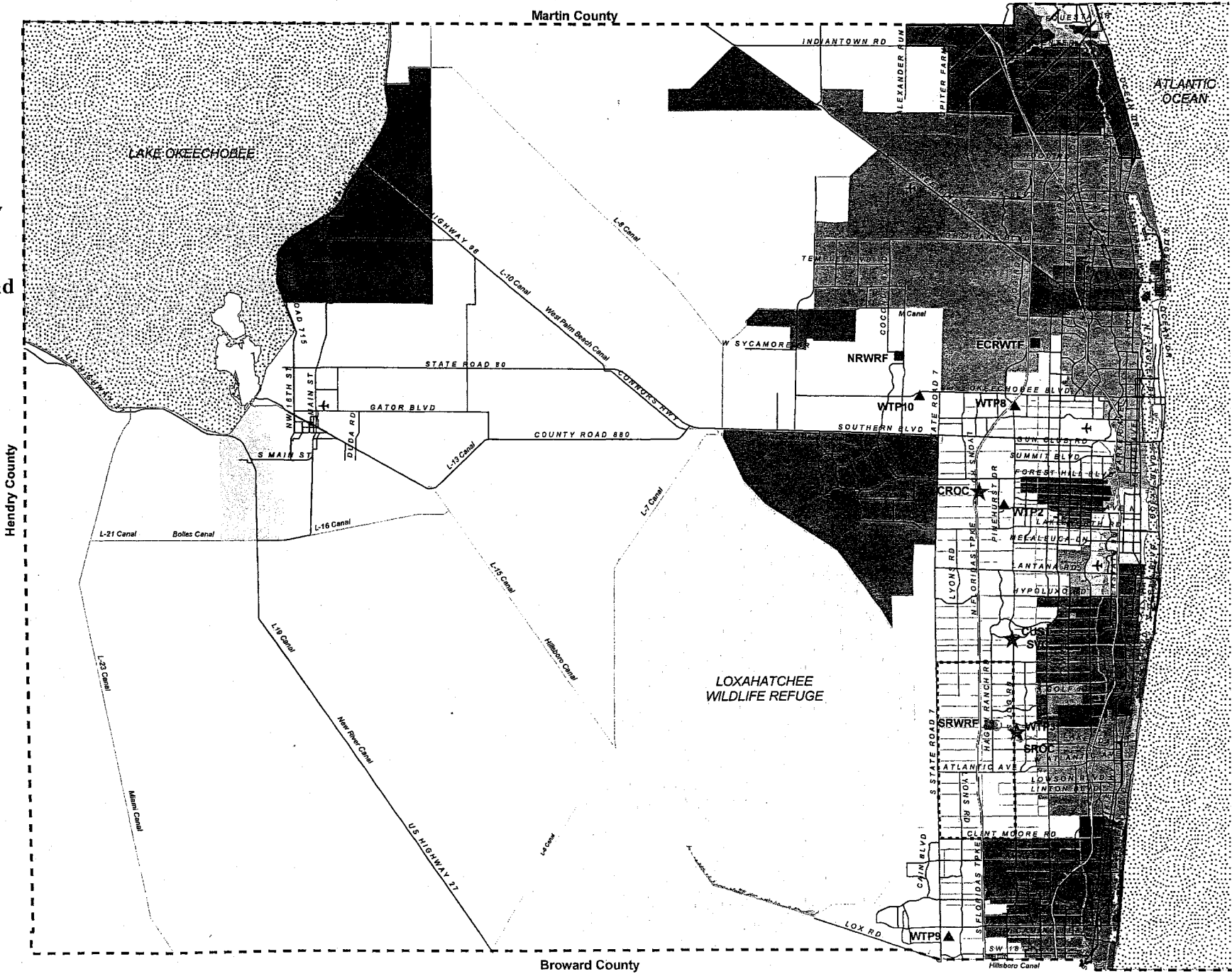
Attachment 1

Legend

- P.B.C.W.U.D. SA
- Mandatory Reclaimed SA
- Palm Beach County Limits
- Administration
- Water Reclamation Facility
- Water Treatment Facility
- Wetlands



NOT TO SCALE



## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT (AGREEMENT)** executed this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between Lake Worth Drainage District, a Special Taxing District in the State of Florida, whose mailing address is 13081 Military Trail, Delray Beach, Florida 33484, hereinafter referred to as "DISTRICT", PALM BEACH COUNTY, a Political Subdivision of the State of Florida, hereinafter referred to as "COUNTY", whose mailing address is P.O. Box 21229, West Palm Beach, Florida 33416 and SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose mailing address is P O Box 24680, West Palm Beach, FL 33416-4680, hereinafter referred to as "SFWMD".

**WHEREAS**, it is the intent of the COUNTY to divert and impound water from the DISTRICT for the recharge of the COUNTY wellfield system in the southwestern Boca Raton area; and

**WHEREAS**, South Florida Water Management District has required that the DISTRICT and COUNTY reach agreement regarding the diversion and impoundment of water from the DISTRICT'S canal system prior to the SFWMD'S issuance of an Independent Secondary User Diversion and Impoundment Water Use Permit (Application # \_\_\_\_\_) to COUNTY; and

**WHEREAS**, the COUNTY acknowledges that it must reach an agreement with the DISTRICT to ensure adequate recharge of its wellfield and hydraulic connection to the DISTRICT canal system pursuant to the South Florida Water Management District use Permit requirements; and

**WHEREAS**, the interest of the DISTRICT and COUNTY, as well as that of other water users in the region, coincide in insuring the proper conservation of water resources, together with ensuring the equitable distribution and allocation of these water resources; and

**WHEREAS**, Florida Statutes 163.01 allows governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, the execution of this Agreement is in the best interests of the governmental units by promoting efficient drainage and water conservation within the boundaries of the governmental agencies; and

**WHEREAS**, the DISTRICT has a Diversion and Impoundment Permit #50-00793-W.

**NOW, THEREFORE,** in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the DISTRICT and COUNTY agree as follows:

1. The above recitals are true and correct.
2. The COUNTY is hereby permitted a hydraulic connection to the DISTRICT'S canal system along Hillsboro Canal via the E-1W South canal, as described in Exhibit A attached and incorporated herein, in order to divert and impound less than 1 million gallons per day of water for recharge of its wellfield system in the area, as set forth in the South Florida Water Management District permit issued pursuant to the South Florida Water Management District Application # \_\_\_\_\_.
3. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall indemnify, defend and hold harmless DISTRICT against any actions, claims, or damages arising out of COUNTY'S negligence in connection with this agreement, and DISTRICT shall indemnify, defend and hold harmless COUNTY against any actions, claims, or damages arising out of DISTRICT'S negligence in connection with this agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond or alter the limits set forth in Florida Statutes 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's, or any third party's negligent, willful or intentional acts or omissions.
4. COUNTY shall release the DISTRICT for any and all damages that may be caused by the DISTRICT to the permitted facilities for the hydraulic connection to the E-1W South canal, in the proper exercise of its responsibilities and obligations of maintenance of its drainage system. This release shall not apply to the grossly negligent, willful, or intentional acts or omissions of the DISTRICT.
5. Except as modified herein, this Agreement shall be subject to all applicable provisions of law. A copy of this Agreement shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida.
6. The DISTRICT, COUNTY, and SFWMD agree that the COUNTY'S use is consistent with the DISTRICT'S Diversion and Impoundment permit.
7. This Agreement may only be amended upon mutual written consent of the DISTRICT and COUNTY.
8. This Agreement shall become effective upon adoption by the respective governing bodies of the DISTRICT, COUNTY, and SFWMD.

9. This Agreement may be terminated by either party by providing ninety (90) days written notice.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first above written.

Approved as to Form and  
Legal Sufficiency

LAKE WORTH DRAINAGE DISTRICT

\_\_\_\_\_  
Mark A. Perry  
General Counsel

By: \_\_\_\_\_  
C. Stanley Weaver, President

Attest: \_\_\_\_\_  
William G. Winters, Secretary

13081 Military Trail  
Delray Beach, FL 33484-1105

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

I HEREBY CERTIFY that on this day, before, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ and WILLIAM G. WINTERS, the President and Secretary, respectively, of the LAKE WORTH DRAINAGE DISTRICT, both of whom are known to me, and who did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this the \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Stamp or Seal

Approved as to Form and  
Legal Sufficiency

PALM BEACH COUNTY, FLORIDA a Political  
Subdivision of the State of Florida, BY  
ITS BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

Attest: Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

Approved as to Terms and Conditions:

PALM BEACH COUNTY WATER  
UTILITIES DEPARTMENT

Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Bevin Beaudet, Director

Approved as to Form and  
Legal Sufficiency

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD

\_\_\_\_\_  
Legal Counsel to  
SFWMD

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

Attest: \_\_\_\_\_  
Secretary