



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

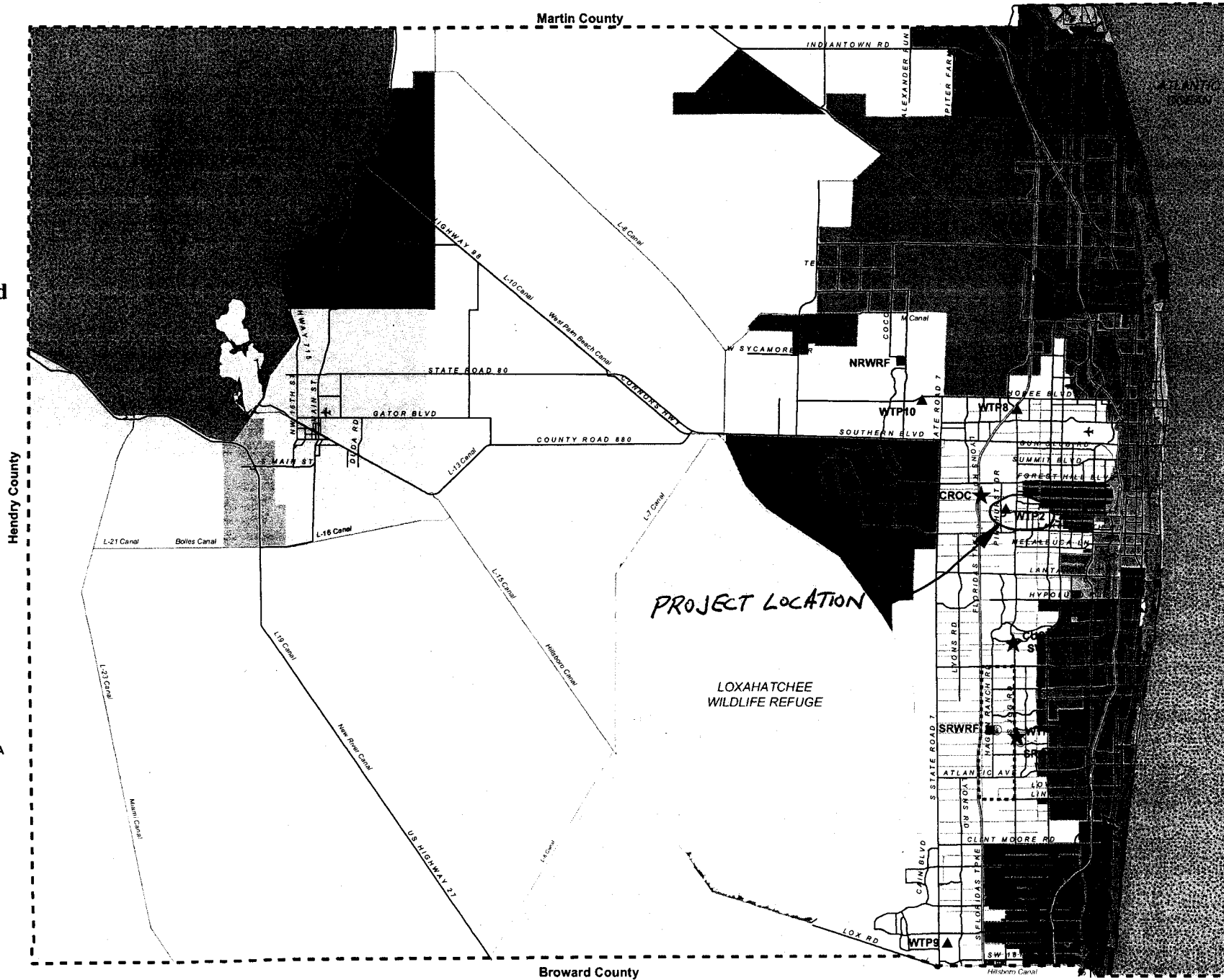
Attachment 1

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



PROJECT LOCATION

LOXAHATCHEE WILDLIFE REFUGE

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (AGREEMENT) executed this ___ day of _____, 2007 by and between Lake Worth Drainage District, a Special Taxing District in the State of Florida, hereinafter referred to as "DISTRICT", whose mailing address is 13081 Military Trail, Delray Beach, Florida 33484, and 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.

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 Riverbridge and Okeehetee Park South area; and

WHEREAS, the interest of the DISTRICT and COUNTY, as well as that of other water users in the region, coincide in ensuring 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 South Florida Water Management District 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 the Pines State Park Canal, as described in Exhibit A attached and incorporated herein, in order to divert and impound an estimated 3.23 million gallons per day of water for the recharge of the COUNTY wellfield system in the Riverbridge and Okeehetee Park South area.
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 Pines State Park 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 and COUNTY 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 and COUNTY.

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: _____
James W. Alderman, President

Attest: _____
Ronald L. Crone , 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 JAMES M. ALDERMAN and RONALD L. CRONE, 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 _____, 2007.

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: 05/22/07

By: *Lisha L. Pica*
Bevin Beaudet, Director

Source(s): 2004 Aerials - FDEP, 2006

