### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

### **AGENDA ITEM SUMMARY**

Meeting Date:	June 5, 2007	Consent [X] Public Hearing[]	Regular [ ]				
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 addressing diversion and impoundment of water for Riverbridge and Okeeheelee Park South.

**Summary:** This Memorandum of Agreement authorizes the Department to divert excess surface water from the canal system into the Riverbridge and Okeeheelee Park South lakes bordering the Department's System 2 wellfield which have experienced low lake levels over the past few years. Working with the South Florida Water Management District (SFWMD) and Lake Worth Drainage District (LWDD), the Department developed a strategy to address the lake levels. Water will be diverted from the SFWMD C51 Canal via the LWDD E-2W Canal and the Pines State Park 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. 05-072)

Districts 2 and 6

(MJ)

**Background and Justification:** Residents of Riverbridge contacted the South Florida Water Management District (SFWMD) regarding low lake levels. SFWMD then contacted the Palm Beach County Water Utilities Department to request assistance investigating the lake situation. The Riverbridge lakes were constructed in close proximity to the Department's pre-existing System 2 wellfield. Studies performed by the Department's Engineering Consultants identified that the Department's Water Treatment Plant No. 2 raw water supply wells are a contributing factor for lake levels. The diversion of water would also aid the Okeeheelee Park South lake littoral zone vegetation. 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 hydraulic connections to the LWDD canal system in order to divert and impound 1.89 million gallons of water per day for Riverbridge and 1.34 million gallons of water per day for Okeeheelee Park South which inturn will recharge the aquifer\_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. Three (3) Original Memorandum of Agreement

Recommended By: **Department Director** Date Approved By: Assistant Covinty Adr ainistrator Date

### II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
		<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Capital Expenditures External Revenues Program Income (County) In-Kind Match County	<u>\$45,000.00</u> <u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0	<u>0</u> 0 0
CCRT Funds NET FISCAL IMPACT	<u>0</u> <u>0</u> <b>\$45,000.00</b>	<u>0</u> <u>0</u>	<u>0</u>	<u>0</u>	<u>o</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.: FL	und 4011 Dept	721	Unit W006	Object	6543

Is Item Included in Current Budget?

Yes X No \_

Reporting Category N/A

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

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Connections will be constructed via a work authorization for Continuing Construction Contract at a cost of approximately \$45,000.00

C. Department Fiscal Review:

## III. REVIEW COMMENTS

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

Legal Sufficiency

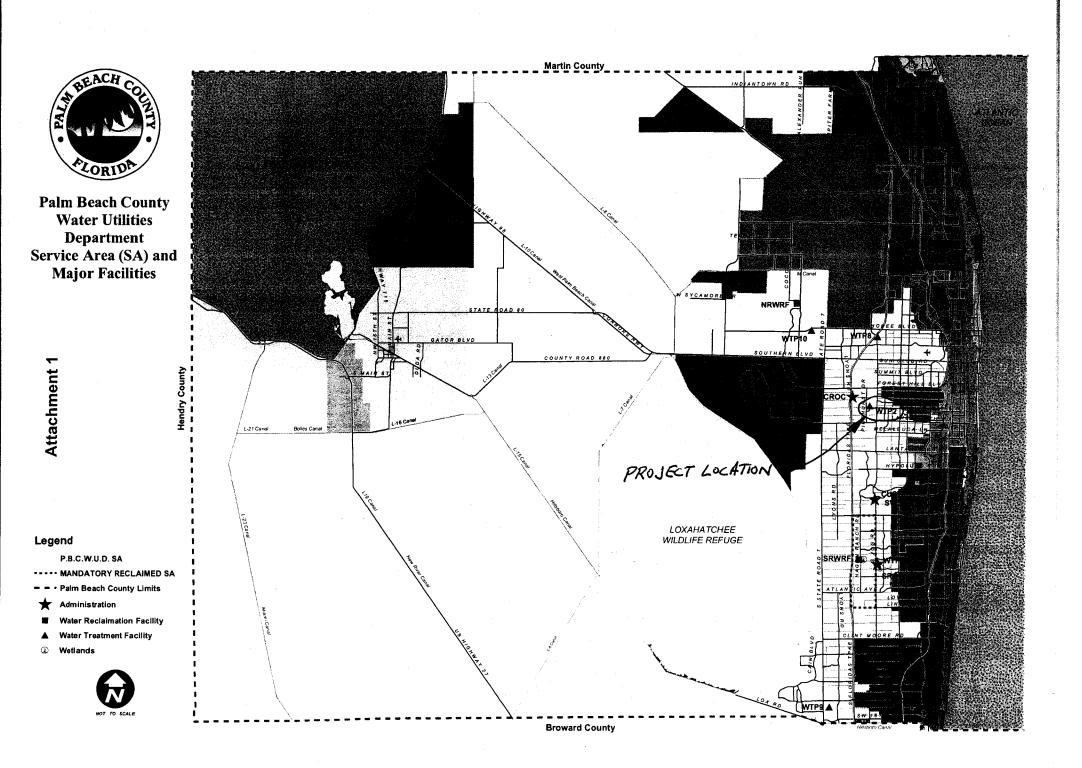
07 Assistant County Attorney

C. Other Department Review:

**Department Director** 

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

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#### 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 Okeeheelee 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 Okeeheelee 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

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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

James W. Alderman, President

Attest:

By:

Ronald L. Crone, Secretary

13081 Military Trail Delray Beach, FL 33484-1105

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### 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:

Bevin Beaudet, Director

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