

**AGREEMENT FOR EMERGENCY GENERATOR PURCHASE, OPERATION, AND
MAINTENANCE BETWEEN PALM BEACH COUNTY
AND Indian Spring Master Association**

THIS AGREEMENT made and entered into this 30th day of May, 2007, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter "County"), whose address is c/o Palm Beach County Water Utilities Department, P.O. Box 16097, West Palm Beach, Florida, 33416-6097, and Indian Spring Master Association (hereinafter "Property Owner"), whose operating address is 5995 Bannock Terrace, Boynton Beach, Florida 33437.

WITNESSETH

WHEREAS, County is responsible for the health, safety and welfare of its residents during hurricanes and other civil emergencies;

WHEREAS, the County Water Utilities Department (PBCWUD) provides water and wastewater utility service to Property Owner's residents;

WHEREAS, PBCWUD owns and operates one or more wastewater pump stations within Property Owner's property;

WHEREAS, power outages that occur during hurricanes and other emergencies require that PBCWUD operate a system of emergency generators at wastewater pump stations in order that wastewater not back up into streets, swales and the homes of residents; and

WHEREAS, Property Owner has requested additional generators be placed at lift stations within Property Owner's property, and agrees to be responsible for the total costs of procuring such additional generators; and

WHEREAS, the County agrees that it will operate the generators purchased under this Agreement at lift stations within Property Owner's property during emergencies and in accordance with this Agreement.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and Property Owner hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners or their designee. This Agreement shall commence on the Effective Date and run for a period of ten years. This Agreement may be terminated by either party immediately upon written notice to the other party.
3. Prior to or on the Effective Date of this Agreement, Property Owner shall provide full payment to the County for all additional emergency generators Property Owner is requesting to be placed within their property. Following the receipt of said payment from Property Owner, County shall procure said emergency generator(s) for use at lift station(s) located within Property Owner's property (said lift station(s) hereinafter referred to as the "Facilities") under the conditions set forth in this Agreement. A listing of the Facilities is attached hereto and incorporated herein as Exhibit "A".
 - 3.1 The emergency generator shall be a portable emergency generator meeting the specifications for portable emergency generators incorporated in the latest revision of the Uniform Policies and Procedures Manual (UPAP).
 - 3.2 County shall locate the emergency generator at the Facilities prior to the start of hurricane season and retain it there during the hurricane season.

Attn: Department Director

and if to Property Owner, shall be mailed or delivered at:

Name Indian Spring Master Association
Address 5995 Bannock Terrace
Address Boynton Beach, Florida 33437
Attn: Edward R. O'Connell

11. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.

12. County and Property Owner agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

13. This Agreement is not assignable.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, County and Property Owner have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

As to County:

WITNESS

PALM BEACH COUNTY

Cynthia Beaudreau
Witness Name

By: [Signature]
Bevin A. Beudet, P.E.
Director of Water Utilities

Cynthia Beaudreau
Signature

Carolyn Shamblin
Witness Name

Carolyn Shamblin
Signature

As to Property Owner:

WITNESS

PROPERTY OWNER

[Signature]
Signature

By: [Signature]

Edward R. O'Connell
Print Name

Title: PSA

[Signature]
Signature

(Seal)


Steve Lytal
Print Name

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 31 day of May, 2007 by Edward Hersh and [Signature] who is/are personally known to me or who has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
 Victoria L. Martin
Commission # DD543690
Expires: JUNE 09, 2010
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]

Notary Signature
Victoria L. Martin

Typed, Printed or Stamped Name of Notary

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

WATER UTILITIES DEPARTMENT
APPROVAL

By: [Signature]
Director, Finance and Administration
PBC Water Utilities Department

PALM BEACH COUNTY
WATER UTILITIES DEPARTMENT

Agreement for Emergency Generator Purchase, Operation, and Maintenance

Homeowner's Association (HOA): Indian Spring Master HOA, Inc.

Mailing Address: 5995 Bannock Terrace
Boynton Beach, Fl 33437

Contact: Edward R. O'Connell
Phone Number: 561-734-8005

Lift Stations in HOA Community: 5

<u>LS#</u>	<u>LS Address</u>
511	Indian Springs #1
512	Indian Springs #2
513	Indian Springs #3
516	Indian Springs #4
524	Indian Springs #5