

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

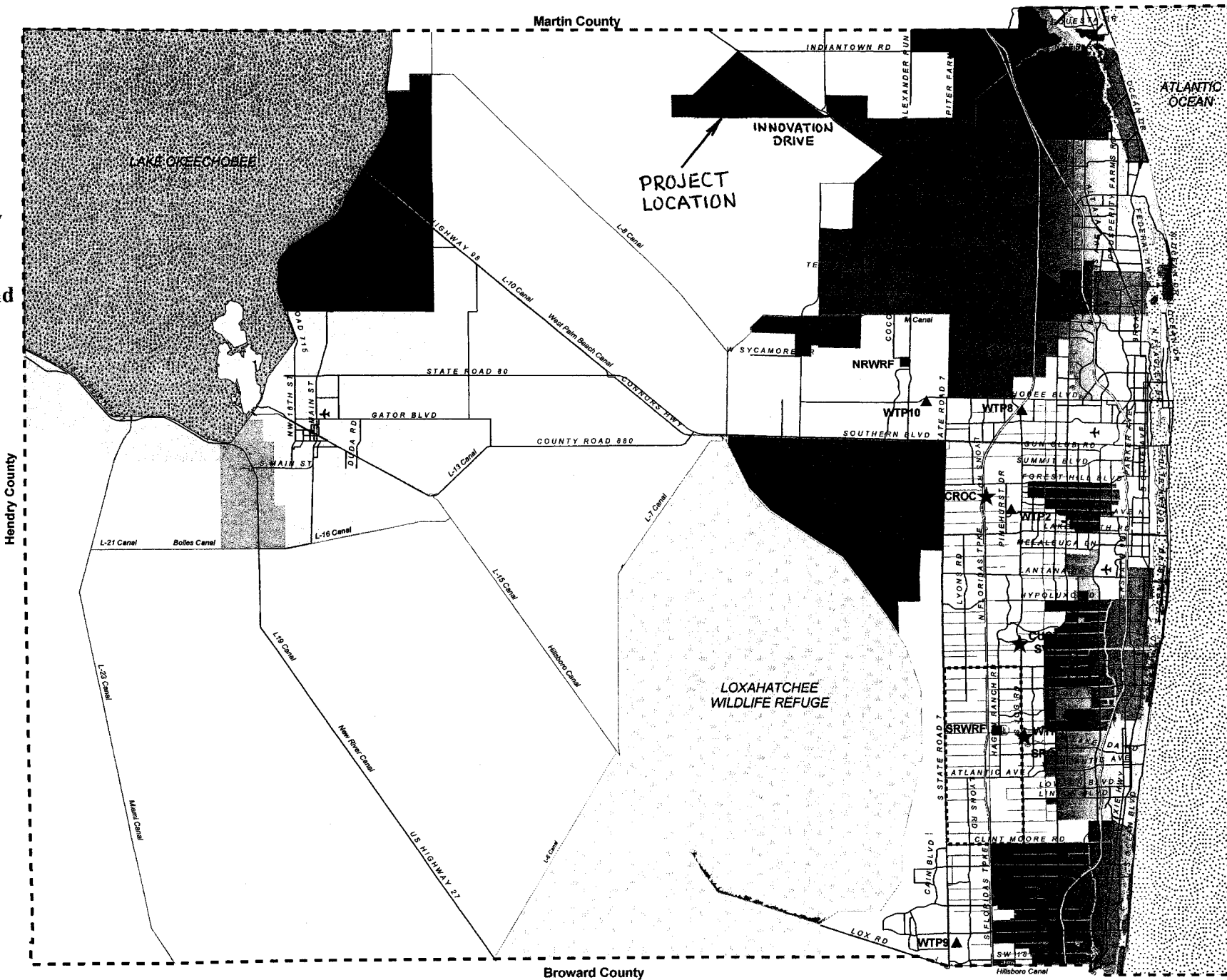
Attachment 1

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



INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2007, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereafter "COUNTY") and the **BEELINE COMMUNITY DEVELOPMENT DISTRICT**, a legal entity created under Chapter 190, Florida Statutes (hereafter "CDD").

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat. (2002), known as the Florida Interlocal Corporation Act of 1969, provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, the CDD and the COUNTY have entered into the Palm Beach County/Beeline Community Development District Water and Wastewater Utility Acquisition, Service and Service Area Agreement, dated February 15, 2005, between the CDD and Palm Beach County, as amended by the First Amendment to the Palm Beach County/Beeline Community Development District Water and Wastewater Utility Acquisition, Service and Service Area Agreement (the "Acquisition Agreement");

WHEREAS, pursuant to the Acquisition Agreement, the CDD is required to replace an existing CDD water main, which is in disrepair, prior to closing on the Acquisition Agreement, and the CDD wishes the County to replace the existing water main for the CDD in accordance with plans and specifications prepared by LBFH, Inc., more specifically described as, "Construction Plans and

Specifications for Beeline Community Development District Water Main Relocation, Signed and Sealed July 24, 2007, Stamped Approved by Palm Beach County, July 25, 2007" (the "CDD Plans"), a copy of which CDD Plans are incorporated into this Agreement by reference (the "CDD Project"); and

WHEREAS, the COUNTY has the ability to construct the CDD Project in accordance with the CDD Plans; and

WHEREAS, CDD agrees to reimburse the County for the construction of the CDD Project; and

WHEREAS, the COUNTY and CDD desire to cooperate in the implementation of the CDD Project in furtherance of the Acquisition Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

1. The above Recitals are true and correct, and form a material part of this Agreement upon which the parties have relied.
2. The County shall construct the CDD Project in accordance with the CDD plans.
3. The CDD hereby agrees that the CDD Project Cost, which is attached hereto and incorporated herein as Exhibit "B", is \$425,000.00; however, field conditions may result in a change order increase in the estimated cost for which CDD shall be solely responsible.

4. Following execution of this Interlocal Agreement and commencement of the CDD Project, the CDD acknowledges and agrees that it will promptly reimburse the COUNTY for all costs associated with the CDD Project in accordance with the following procedure:

A. The COUNTY shall promptly forward any and all proper invoices in connection with the above-described CDD Project to the CDD project manager designated in Paragraph 12 below. The CDD shall remit to COUNTY within thirty (30) calendar days after receipt of the invoice, funds in an amount equal to such invoice.

B. If the CDD does not agree with the COUNTY's invoice, the CDD agrees to notify the COUNTY in writing of its disagreement with such invoice within nine (9) calendar days. In the event of a disagreement, the parties agree to comply with the dispute resolution procedure outlined in Paragraph 5 below. Pending completion of the dispute resolution, the CDD agrees to submit funds for such disputed invoice to the COUNTY in accordance with Paragraph 4A above. Upon resolution of the invoice dispute, the CDD shall be reimbursed for any funds paid to the COUNTY in excess of the final decision in such dispute.

C. Any change orders requested by the COUNTY to the CDD Project shall be made in writing to the CDD by the COUNTY. CDD shall review all such requests to determine if they are reasonable and appropriate, and if so, the CDD shall approve the change order. In the event of disputes between the CDD and the COUNTY as to the CDD Project, CDD and the County shall cooperate to resolve the disputes .

5. Disputes under this Agreement may be resolved by the COUNTY's Authorized Representative and CDD's Authorized Representative. If such Authorized Representatives are unable to reach a resolution and either party believes that the issue is of sufficient merit, the parties shall select a mediator mutually acceptable to both parties to conduct a mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that each party shall pay the mediator's fees and costs in equal amounts.

6. COUNTY and the CDD agree to hold periodic construction meetings. Day to day inspection of the CDD Project shall be undertaken by CDD representatives based upon the timing established at the periodic construction meetings. Joint final inspections will be completed with COUNTY and CDD Representatives. Upon completion of the CDD Project, the COUNTY shall transfer ownership of such project facilities to the CDD, including contractor and supplier warranties and guarantees, as applicable.

7. This agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party at least forty-five (45) days prior to the proposed effective date of the amendment.

8. This Agreement is entered into by the parties pursuant to Section 163.01, Florida Statutes, and shall take effect on the date this Agreement is filed with the Clerk of the Circuit Court for Palm Beach County.

9. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements,

and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.

10. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the Application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this agreement shall be deemed valid and enforceable to the extent permitted by law.

11. Any notice, request, demand, consent approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by one of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are:

COUNTY: Palm Beach County Water Utilities
Department Director
8100 Forest Hill Boulevard
West Palm Beach, FL 33416

With a copy to: Palm Beach County Attorney
301 N. Olive Ave., Ste. 601
West Palm Beach, FL 33401

CDD:

Beeline Community Development District
Attn: District Manager
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 334104325

Notice given in accordance with the provision of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not delivered if mailed.

12. The Project Manager/Authorized Representative for the CDD is the CDD District Manager. The Project Manager/Authorized Representative for the COUNTY is the Palm Beach County Water Utilities Department Deputy Director. Each party retains the right to substitute a new or additional Project Manager/Authorized Representative at any time and from time to time by written notice to the other.

13. Should either party to this Agreement determine that the other is in default of any of the terms and conditions of this Agreement, written notice shall be given by the non-defaulting party allowing the defaulting party thirty (30) days from the date of receipt of such written notice to cure the defaults. Prior to the initiation of any legal proceedings between the parties, the parties shall comply with any state laws related to resolving disputes between local governments. In the event of default by either party to this Agreement, both parties shall have all remedies available under the laws of the State of Florida including but not limited to injunction to prevent default or specific performance to enforce this

Agreement, subject to state law. The rights of the parties shall be considered cumulative and shall not be waived now or in the future by the exercise of any rights and remedies provided under the terms of this Agreement and authorized by law.

14. This Agreement shall be effective when executed by both parties hereto and shall continue in full force and effect for a period of five (5) years from the effective date of this Agreement.

15. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

16. When the required time for performance of an action under this Agreement falls on a weekend day or holiday, the time for performance shall be extended to the next calendar day not falling on a weekend or holiday.

17. Notwithstanding any other provisions of this Agreement, CDD and COUNTY expressly acknowledge that they have no pledge of or lien upon any real property, personal property, or any existing or future revenue source of the other as security for any amounts of money payable by the other under this Agreement.

18. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm,

hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, neither party shall be liable for such non-performance.

19. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.


20. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the parties' respective rights relating to the CDD Project, as authorized in Florida Statutes, Chapter 163. The governing bodies for the COUNTY and the CDD shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

21. The COUNTY and the CDD shall each maintain adequate records pursuant to this Agreement for at least the minimum period required by Chapter 119, Florida Statutes, or four (4) years, or final resolution of matters resulting from any litigation or claim, whichever period is longer. Both parties to this Agreement reserve the right, upon reasonable request and during normal business hours, to have access to such books, records, and documents as required in this section for the purpose of inspection.

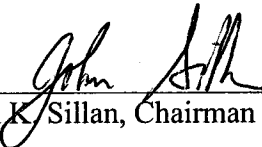
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

[Signature page follows]

ATTEST:


Peter L. Pimentel Secretary

**BEELINE COMMUNITY
DEVELOPMENT DISTRICT**

By: 
John K. Sillan, Chairman

Dated: 8/15, 2007

ATTEST:
SHARON R. BOCK, CLERK AND
COMPTROLLER

By: _____
Deputy Clerk

**PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY
COMMISSIONERS**

BY: _____
Addie L. Greene, Chairperson

Date: _____, 2007

SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: 
Department Director