

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	November 6, 2007	Consent [X]	Regular []
		Public Hearing []	

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

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** an Interlocal Agreement with Palm Beach County and the City of Belle Glade for the reimbursement of design and construction costs related to potable water pipeline construction; and **B)** an Interlocal Agreement with Palm Beach County and the Health Care District of Palm Beach County for the reimbursement of design and construction costs related to potable water pipeline construction.

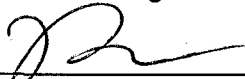

Summary: Palm Beach County Water Utilities is in the process of constructing the Lake Region Water Treatment Plant to provide bulk potable water service to the cities of Belle Glade, Pahokee, and South Bay. In order to serve current and future development, the City of Belle Glade ("Belle Glade") requires the extension of a potable water pipeline ("Pipeline") from the Lake Region Water Treatment Plant to a point of connection with existing Belle Glade potable water facilities. Construction of the Pipeline will provide Belle Glade with increased potable water capacity in order to better serve existing Belle Glade customers, and to serve future Belle Glade customers connecting to the Pipeline. Belle Glade will reimburse the County the amount of \$250,000 within thirty (30) days of the effective date of the Interlocal Agreement with Belle Glade. In addition, under the terms of the Interlocal Agreement with Belle Glade, Belle Glade will charge new customers connecting to the Pipeline their proportionate share of the Pipeline design and construction costs, and then remit said funds to the County. The Health Care District of Palm Beach County ("District") will also benefit from the extension of this pipeline, and has agreed to reimburse the County their proportionate costs of the design and construction of the Pipeline. Under the terms of the Interlocal Agreement with the District, the District shall reimburse the County their proportionate share of design and construction costs following design and construction of the Pipeline.

(WUD Project No. 07-084) District 6 (MJ)

Background and Justification: The cities of Belle Glade, Pahokee and South Bay, as well as the unincorporated areas of the Lake Region, are facing many challenges regarding public water supply. These challenges include out dated treatment plants, a rapidly changing regulatory environment, funding shortages and future land development. In order to help resolve this situation, the Board approved Bulk Water Service Agreements on February 3, 2004 with the cities of Belle Glade (R-2004-0245), Pahokee (R-2004-0246) and South Bay (R-2004-0247) for the construction of a new Lake Region Water Treatment Plant. The Interlocal Agreements with the City of Belle Glade and the Health Care District of Palm Beach County are necessary in order to allow for County reimbursement of pipeline project design and construction costs. This potable water pipeline project is necessary in order to convey water from the Lake Region Water Treatment Plant to the subject service area.

Attachments:

- 1. Location Map
- 2. Two (2) Original City of Belle Glade Agreement
- 3. Two (2) Original Health Care District Agreement

Recommended By:		10/24/07
	Department Director	Date
Approved By:		10/25/07
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	0	0	0	0	0
External Revenues	(\$264,227.23)	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
CCRT Funds	0				
NET FISCAL IMPACT	(\$264,227.23)	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4011 Dept 721 Unit 4211 Rev Source 6691

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

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

The County will receive an up-front payment of \$250,000 from the City of Belle Glade with the balance of their proportional share of the costs of design and construction of this pipeline to be reimbursed in conjunction with future connections. The Health Care District will reimburse their proportionate share of pipeline design \$14,227.23 directly to the County upon completion of that phase. Subsequent to the determination of final construction costs and upon their actual connection to the pipeline, their share of construction costs will be reimbursed.

C. Department Fiscal Review: Silvana M West

III. REVIEW COMMENTS

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

10-18-07
OFMB
10-16-07
10-18-07
10-19-07

10/19/07
Contract Development and Control
E. Jones 10/19/07

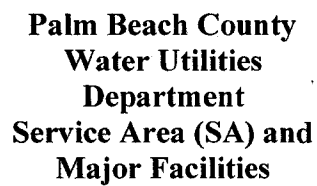
B. Legal Sufficiency:

10/23/07 *
Assistant County Attorney

* draft agreements attached
C. Other Department Review:

Department Director

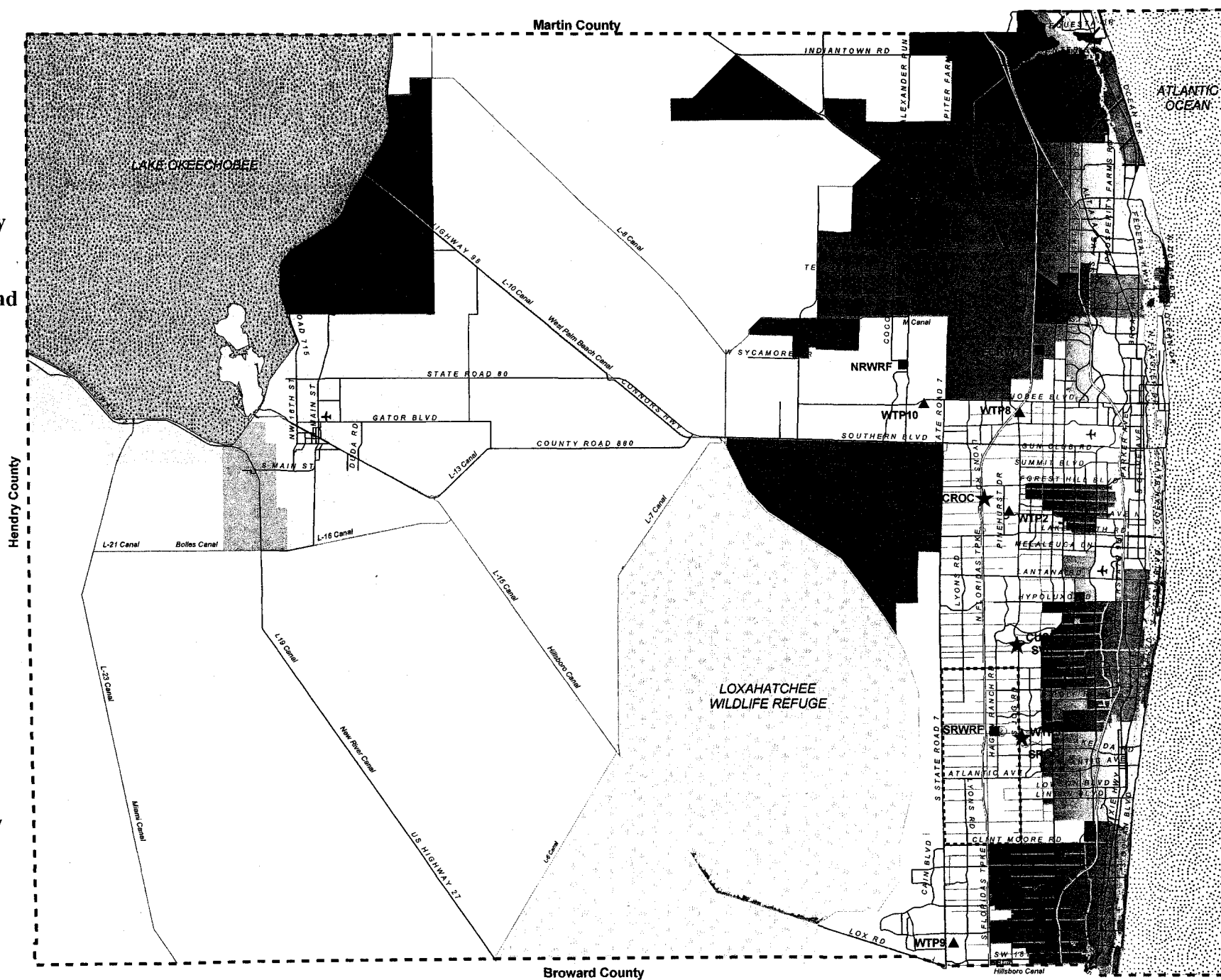
These contracts comply with our review requirements. At the time of our review, these contracts were not executed.



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



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 **CITY OF BELLE GLADE**, a municipality organized under the laws of the State of Florida, (hereafter "CITY").

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, in order to serve current and future development, the CITY requires the extension of a potable water pipeline from the Lake Region Water Treatment Plant to a certain termination point within the CITY limits (hereinafter "Pipeline")(said Pipeline is depicted in **EXHIBIT "A"**, a copy of which is attached hereto and incorporated herein); and

WHEREAS, the CITY shall be required to reimburse the COUNTY for the design and construction costs attributable to the CITY's hydraulic portion of the Pipeline as set forth in this Agreement; and

WHEREAS, the CITY shall reimburse the County \$250,000.00 prior to construction of the Pipeline to be applied to the CITY's share of the design and construction of the Pipeline; and

WHEREAS, the CITY shall reimburse the COUNTY the remaining CITY-attributable costs of the design and construction of the Pipeline by requiring new customers benefiting from the Pipeline to reimburse the CITY for the new customers' hydraulic portion of the construction costs of the Pipeline; and

WHEREAS, the CITY shall then remit said payments to the COUNTY, until all design and construction costs of the Pipeline have been reimbursed.

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 supervise the design and construction of the Pipeline.

3. Within thirty (30) days of the effective date of this Agreement, and prior to the COUNTY beginning the construction of the Pipeline, the CITY shall pay the COUNTY \$250,000.00, to be applied towards the design and construction costs of the Pipeline. This initial payment shall first be credited to the CITY's portion of the design costs, and any additional money remaining shall then be credited to the CITY's proportionate share of the construction costs, as set forth in Section four (4) below. The estimated total design costs for the Pipeline are \$182,442.15. The CITY's proportionate share of the design costs of the Pipeline shall be determined by subtracting the proportionate share of the design costs paid by other initial users from the total design costs. The CITY

acknowledges that its share of the design costs may increase, as changed conditions may result in a change order increase in the estimated design costs.

4. The CITY shall be responsible for its proportionate share of the construction costs related to the Pipeline, to be paid in accordance with the Procedure set forth in this Agreement. The CITY agrees that the cost for the construction of the Pipeline cannot be determined until design is complete. Upon the determination of the cost of construction of the Pipeline, the COUNTY will create a document containing the CITY's proportionate share of the estimated costs of the construction of the Pipeline ("Estimated CITY Construction Costs"), and will provide the Estimated CITY Construction Costs to the Authorized Representative of the CITY. The Estimated CITY Construction Costs shall be incorporated into this Agreement as **EXHIBIT "B."**

The CITY acknowledges and agrees that changed conditions may result in a change order increase in the Estimated CITY Construction Costs for which the CITY shall be proportionately responsible. Following completion of construction of the Pipeline, if the City's proportionate share of the final construction costs are different than the Estimated CITY Construction Costs, the COUNTY shall provide the CITY with a document setting forth the CITY's proportionate share of the actual construction costs of the Pipeline ("Actual CITY Construction Costs"), said document to replace the Estimated CITY Construction Costs as **EXHIBIT "B"** to this Agreement. If the Estimated CITY Construction Costs are unchanged, the Estimated CITY Construction Costs shall become the Actual CITY Construction Costs of the Pipeline.

The CITY's proportionate share of the Actual CITY Construction Costs of the Pipeline shall be determined in accordance with the Pipeline Cost Model. A draft version of the Pipeline Cost Model is attached hereto and incorporated herein as **EXHIBIT "C."** Upon completion of construction, the Pipeline Cost Model shall be updated and provided to the authorized representative of CITY.

5. Following completion of the construction of the Pipeline, the COUNTY shall transfer ownership of the Pipeline to CITY by bill of sale or other document. Following such transfer, City shall be responsible for operation and maintenance of the Pipeline in perpetuity.

6. With the exception of the \$250,000.00 payment required within thirty (30) days after the effective date of this Agreement, the CITY shall not be required to reimburse the COUNTY its share of the Actual CITY Construction Costs until new customers located within the Reimbursement Area connect to the CITY's potable water system. A map depicting the geographic boundaries of the Reimbursement Area is attached hereto and incorporated herein as **EXHIBIT "A."** In addition to any fees normally charged by the CITY for connection to potable water service, CITY shall charge new customers located within the Reimbursement Area a fee for the reimbursement of the Actual CITY Construction Costs ("Pipeline Reimbursement Fee.") The Pipeline Reimbursement Fee shall be determined by utilizing the formula set forth in **EXHIBIT "C."**

Within thirty days of collection of the Pipeline Reimbursement Fee from new CITY customers, CITY shall remit the Pipeline Reimbursement Fee to the COUNTY to apply to the remaining Actual CITY Construction Costs of the

Pipeline. CITY shall not permit new customers located within the Reimbursement Area to connect to CITY water service without first collecting the appropriate Pipeline Reimbursement Fee from said customer. Pursuant to _____, the _____ shall not be subject to the Pipeline Reimbursement Fee, pursuant to the Agreement between the CITY and Palm Beach County, _____. CITY shall continue to collect the Pipeline Reimbursement Fee until all Actual CITY Construction Costs of the Pipeline have been reimbursed. CITY shall undertake any legally-required action required to impose the Pipeline Reimbursement Fee.

7. CITY shall collect the Pipeline Reimbursement Fee until the Actual CITY Construction Costs are paid off, up to a maximum period of twenty (20) years after the effective date of this Agreement. If, after twenty (20) years, the Actual CITY Construction Costs are not paid off, CITY shall be required to reimburse the COUNTY any remaining Actual CITY Construction Costs.

8. In accordance with the 2004 Agreement between Palm Beach County and the City of Belle Glade for the Provision of Bulk Potable Water Service, the County shall utilize the Pipeline only to provide Bulk Potable Water Service to CITY. COUNTY shall not utilize the Pipeline to provide retail potable water service.

9. Disputes under this Agreement may be resolved by the Authorized Representatives of the COUNTY and the CITY. If such Authorized Representatives are unable to reach a resolution and any party believes that the issue is of sufficient merit, the parties shall select a mediator acceptable to all parties to conduct a mediation of the issues involved and make a

recommendation to all 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.

10. 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.

11. 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.

12. 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 representations or agreements, whether oral or written.

13. 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.

14. 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

CITY : City of Belle Glade
110 Dr. Martin Luther King, Jr. Blvd. West
Belle Glade, FL 33430

With a copy to: William F. Underwood, II, City Manager
110 Dr. Martin Luther King, Jr. Blvd. West
Belle Glade, FL 33430

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.

15. The Authorized Representative for the COUNTY is **Bevin Beaudet and/or Brian Shields**. The Authorized Representative for the CITY is **Donald**

Garrett. Each party retains the right to substitute a new or additional Authorized Representative at any time and from time to time by written notice to the other parties.

16. Should either party to this Agreement determine that the other party is in default of any of the terms and conditions of this Agreement, written notice shall be given by the non-defaulting party to the other 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.

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

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

19. 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.

20. Notwithstanding any other provisions of this Agreement, COUNTY and CITY 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.

21. 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.

22. 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.

23. 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 Pipeline, as

authorized in Florida Statutes, Chapter 163. The governing bodies for the COUNTY and the CITY 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 agency 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.

24. The COUNTY and CITY 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:
SHARON R. BOCK, CLERK AND
COMPTROLLER

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

By: _____
Deputy Clerk

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

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 **CITY OF BELLE GLADE**, a municipality organized under the laws of the State of Florida, (hereafter "CITY").

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, in order to serve current and future development, the CITY requires the extension of a potable water pipeline from the Lake Region Water Treatment Plant to a certain termination point within the CITY limits (hereinafter "Pipeline")(said Pipeline is depicted in **EXHIBIT "A"**, a copy of which is attached hereto and incorporated herein); and

WHEREAS, the CITY shall be required to reimburse the COUNTY for the design and construction costs attributable to the CITY's hydraulic portion of the Pipeline as set forth in this Agreement; and

WHEREAS, the CITY shall reimburse the County \$250,000.00 prior to construction of the Pipeline to be applied to the CITY's share of the design and construction of the Pipeline; and

WHEREAS, the CITY shall reimburse the COUNTY the remaining CITY-attributable costs of the design and construction of the Pipeline by requiring new customers benefiting from the Pipeline to reimburse the CITY for the new customers' hydraulic portion of the construction costs of the Pipeline; and

WHEREAS, the CITY shall then remit said payments to the COUNTY, until all design and construction costs of the Pipeline have been reimbursed.

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 supervise the design and construction of the Pipeline.

3. Within thirty (30) days of the effective date of this Agreement, and prior to the COUNTY beginning the construction of the Pipeline, the CITY shall pay the COUNTY \$250,000.00, to be applied towards the design and construction costs of the Pipeline. This initial payment shall first be credited to the CITY's portion of the design costs, and any additional money remaining shall then be credited to the CITY's proportionate share of the construction costs, as set forth in Section four (4) below. The estimated total design costs for the Pipeline are \$182,442.15. The CITY's proportionate share of the design costs of the Pipeline shall be determined by subtracting the proportionate share of the design costs paid by other initial users from the total design costs. The CITY

acknowledges that its share of the design costs may increase, as changed conditions may result in a change order increase in the estimated design costs.

4. The CITY shall be responsible for its proportionate share of the construction costs related to the Pipeline, to be paid in accordance with the Procedure set forth in this Agreement. The CITY agrees that the cost for the construction of the Pipeline cannot be determined until design is complete. Upon the determination of the cost of construction of the Pipeline, the COUNTY will create a document containing the CITY's proportionate share of the estimated costs of the construction of the Pipeline ("Estimated CITY Construction Costs"), and will provide the Estimated CITY Construction Costs to the Authorized Representative of the CITY. The Estimated CITY Construction Costs shall be incorporated into this Agreement as **EXHIBIT "B."**

The CITY acknowledges and agrees that changed conditions may result in a change order increase in the Estimated CITY Construction Costs for which the CITY shall be proportionately responsible. Following completion of construction of the Pipeline, if the City's proportionate share of the final construction costs are different than the Estimated CITY Construction Costs, the COUNTY shall provide the CITY with a document setting forth the CITY's proportionate share of the actual construction costs of the Pipeline ("Actual CITY Construction Costs"), said document to replace the Estimated CITY Construction Costs as **EXHIBIT "B"** to this Agreement. If the Estimated CITY Construction Costs are unchanged, the Estimated CITY Construction Costs shall become the Actual CITY Construction Costs of the Pipeline.

The CITY's proportionate share of the Actual CITY Construction Costs of the Pipeline shall be determined in accordance with the Pipeline Cost Model. A draft version of the Pipeline Cost Model is attached hereto and incorporated herein as **EXHIBIT "C."** Upon completion of construction, the Pipeline Cost Model shall be updated and provided to the authorized representative of CITY.

5. Following completion of the construction of the Pipeline, the COUNTY shall transfer ownership of the Pipeline to CITY by bill of sale or other document. Following such transfer, City shall be responsible for operation and maintenance of the Pipeline in perpetuity.

6. With the exception of the \$250,000.00 payment required within thirty (30) days after the effective date of this Agreement, the CITY shall not be required to reimburse the COUNTY its share of the Actual CITY Construction Costs until new customers located within the Reimbursement Area connect to the CITY's potable water system. A map depicting the geographic boundaries of the Reimbursement Area is attached hereto and incorporated herein as **EXHIBIT "A."** In addition to any fees normally charged by the CITY for connection to potable water service, CITY shall charge new customers located within the Reimbursement Area a fee for the reimbursement of the Actual CITY Construction Costs ("Pipeline Reimbursement Fee.") The Pipeline Reimbursement Fee shall be determined by utilizing the formula set forth in **EXHIBIT "C."**

Within thirty days of collection of the Pipeline Reimbursement Fee from new CITY customers, CITY shall remit the Pipeline Reimbursement Fee to the COUNTY to apply to the remaining Actual CITY Construction Costs of the

Pipeline. CITY shall not permit new customers located within the Reimbursement Area to connect to CITY water service without first collecting the appropriate Pipeline Reimbursement Fee from said customer. Pursuant to _____, the _____ shall not be subject to the Pipeline Reimbursement Fee, pursuant to the Agreement between the CITY and Palm Beach County, _____. CITY shall continue to collect the Pipeline Reimbursement Fee until all Actual CITY Construction Costs of the Pipeline have been reimbursed. CITY shall undertake any legally-required action required to impose the Pipeline Reimbursement Fee.

7. CITY shall collect the Pipeline Reimbursement Fee until the Actual CITY Construction Costs are paid off, up to a maximum period of twenty (20) years after the effective date of this Agreement. If, after twenty (20) years, the Actual CITY Construction Costs are not paid off, CITY shall be required to reimburse the COUNTY any remaining Actual CITY Construction Costs.

8. In accordance with the 2004 Agreement between Palm Beach County and the City of Belle Glade for the Provision of Bulk Potable Water Service, the County shall utilize the Pipeline only to provide Bulk Potable Water Service to CITY. COUNTY shall not utilize the Pipeline to provide retail potable water service.

9. Disputes under this Agreement may be resolved by the Authorized Representatives of the COUNTY and the CITY. If such Authorized Representatives are unable to reach a resolution and any party believes that the issue is of sufficient merit, the parties shall select a mediator acceptable to all parties to conduct a mediation of the issues involved and make a

Exhibit - A

CITY OF BELLE GLADE
WATER MAIN ASSESSMENT BOUNDARY

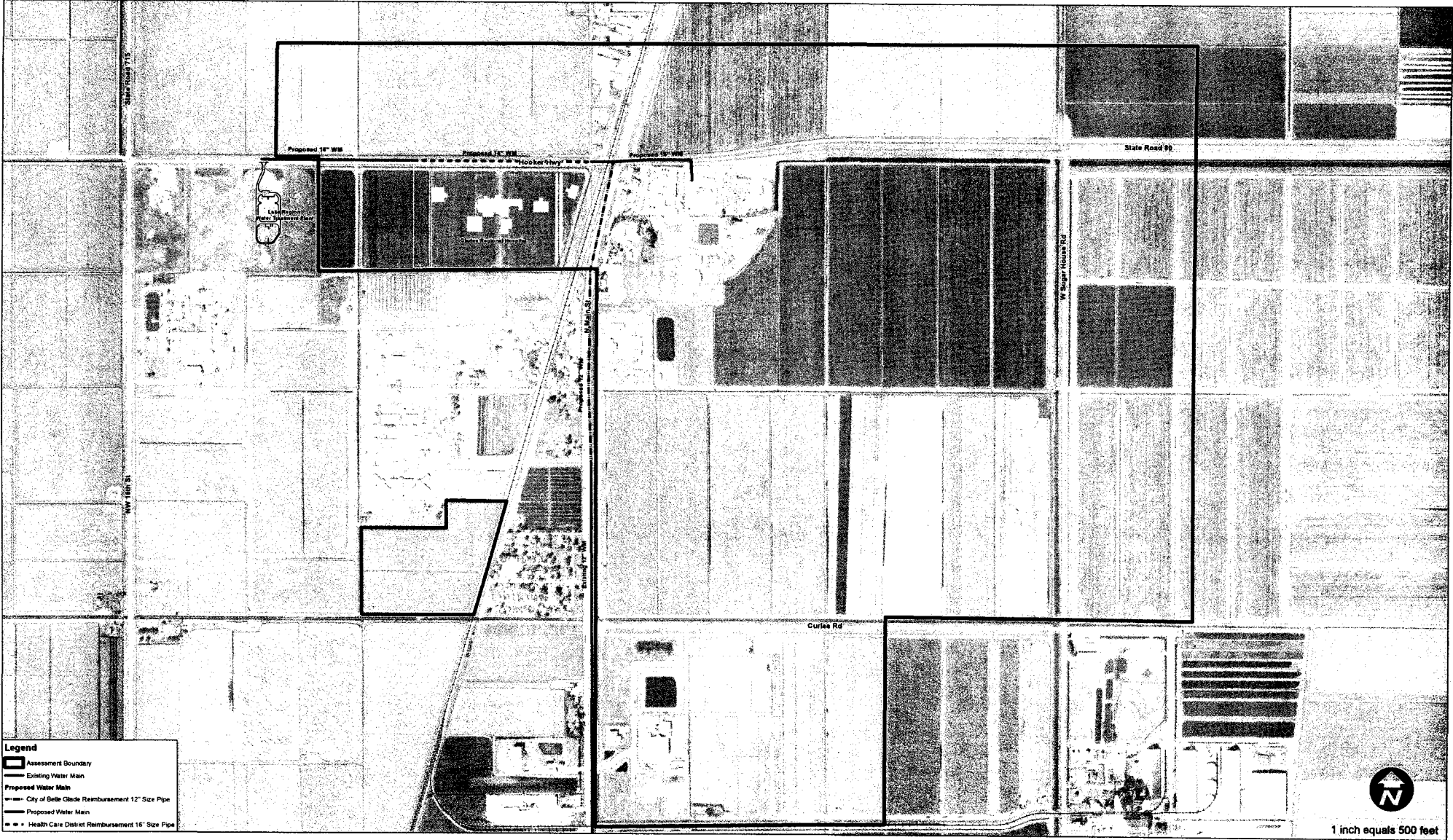


EXHIBIT C – PIPELINE COST MODEL

ACTUAL CITY CONSTRUCTION COSTS = _____
(Calculated by subtracting all other initial contributions to Pipeline construction and the remainder of the CITY's upfront \$250,000 contribution after design costs are paid from the total Pipeline construction costs.)

TOTAL CITY PIPELINE CAPACITY = _____
(Calculated by subtracting capacity used from other initial contributors from the total Pipeline capacity.)

CUSTOMER CAPACITY (calculated by determining the hydraulic needs of new customers.)

PIPELINE REIMBURSEMENT FEE =

CUSTOMER CAPACITY

TOTAL CITY PIPELINE CAPACITY

x

ACTUAL
CITY
CONSTRUCTION
COSTS

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 **HEALTH CARE DISTRICT OF PALM BEACH COUNTY**, an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (2003 Fla. Laws. 326-2003) and other laws of the State of Florida and the United States of America now or hereafter enacted, as the same may be modified or amended from time to time (hereafter "DISTRICT").

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 DISTRICT is in the process of developing a certain parcel of land within Palm Beach County (hereinafter "Project") (said parcel is depicted in **EXHIBIT "A"**, a copy of which is attached hereto and incorporated herein); and

WHEREAS, The DISTRICT requires the extension of an eight inch (8") potable water pipeline in order for the Project to receive potable water service from the proposed Lake Region Water Treatment Plant; and

WHEREAS, the COUNTY's Water Utilities Department Uniform Policies and Procedures require the extension of the 8" potable water pipeline along the full frontage of the Project; and

WHEREAS, in order to meet the potable water demands of the Project and other present and future water users, the COUNTY is planning to extend a 16" potable water pipeline along the frontage of the Project (hereinafter "Pipeline") (a depiction of which is attached hereto and incorporated herein as **EXHIBIT "B"**); and

WHEREAS, the DISTRICT wishes to reimburse the COUNTY for the DISTRICT's proportionate share of the design and construction of the Pipeline.

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 supervise the design and construction of the Pipeline.
3. The cost for the design of the Pipeline has an estimate of \$182,443.15. The DISTRICT shall be responsible for its proportionate share of the design costs related to the Pipeline, to be paid in accordance with the procedure set forth in Section 5 below. The DISTRICT's proportionate share of the design costs is \$14,227.23. The DISTRICT acknowledges that its share of the design costs may increase, as changed conditions beyond the reasonable

control of the DISTRICT, COUNTY and COUNTY's contractor, if applicable, may result in a change order increase in the estimated design costs.

4. The DISTRICT shall be responsible for its proportionate share of the construction costs related to the Pipeline, to be paid in accordance with the procedure set forth in Section 5 below. The DISTRICT agrees that the estimated cost for the construction of the Pipeline cannot be determined until design is complete. Upon the determination of the estimated cost of construction of the Pipeline, the COUNTY will create a document containing the DISTRICT's estimated costs of the construction of the Pipeline ("Estimated DISTRICT Construction Costs"), and will provide the Estimated DISTRICT Construction Costs to the Authorized Representative of the DISTRICT. The Estimated DISTRICT Construction Costs shall become **EXHIBIT "C"** to this Agreement. The Estimated DISTRICT Construction Costs shall be determined utilizing the same procedure set forth below for the Actual DISTRICT Construction Costs and said procedure shall only assess the DISTRICT its proportionate share of such construction costs. The DISTRICT acknowledges and agrees that changed conditions beyond the reasonable control of the DISTRICT, the COUNTY and the COUNTY's contractor, if applicable, may result in a change order increase in the construction costs for which the DISTRICT shall be proportionately responsible. Following completion of construction of the Pipeline, if the DISTRICT's proportionate share of the final construction costs are different than the Estimated DISTRICT Construction Costs, the COUNTY shall provide the DISTRICT with a document setting forth the DISTRICT's proportionate share of the actual construction costs of the Pipeline ("Actual DISTRICT Construction

Costs”), said document to replace the Estimated DISTRICT Construction Costs as **EXHIBIT “C”** to this Agreement. If the Estimated DISTRICT Construction Costs are unchanged, the Estimated DISTRICT Construction Costs shall become the Actual DISTRICT Construction Costs of the Pipeline.

The Actual DISTRICT Construction Costs shall be calculated by subtracting the oversizing credit/reimbursement set forth in the COUNTY’s Water Utilities Department Uniform Policies and Procedures for 891 feet of 8” potable water pipeline oversizing (\$24,920) from the County’s construction cost of 891 linear feet of 16” pipeline along the Project’s frontage, expressed formulaically as:

Actual DISTRICT Construction Costs = County’s construction cost
of 891 linear feet of 16” pipeline along Project frontage – \$24,920.

5. Following execution of this Interlocal Agreement and commencement of the design and construction of the Pipeline, the DISTRICT acknowledges and agrees that it shall promptly reimburse the COUNTY according to the following procedure:

- A. COUNTY shall invoice the DISTRICT for its proportionate share of the design costs (\$14,227.23) following completion of design of the Pipeline. COUNTY shall invoice DISTRICT for the Actual DISTRICT Construction Costs of the Pipeline. Said invoices shall

be submitted to the Authorized Representative of DISTRICT designated in Paragraph 12 below. The DISTRICT shall remit the invoice amount to COUNTY within thirty (30) calendar days after receipt of the invoice.

- B. If the DISTRICT does not agree with the invoice, the DISTRICT shall notify the COUNTY in writing of its disagreement with such invoice within seven (7) calendar days from receipt of the invoice. In the event of a disagreement, the parties agree to comply with the dispute resolution procedure outlined in Paragraph 6 herein. Pending completion of the dispute resolution, the DISTRICT shall submit funds for such disputed invoice to the COUNTY in accordance with this Paragraph 5.A above. Upon resolution of the invoice dispute, the DISTRICT shall be reimbursed for any funds paid to the COUNTY in excess of the final decision in such dispute.

6. Disputes under this Agreement may be resolved by the Authorized Representatives of the COUNTY and the DISTRICT. If such Authorized Representatives are unable to reach a resolution and any party believes that the issue is of sufficient merit, the parties shall select a mediator acceptable to all parties to conduct a mediation of the issues involved and make a recommendation to all 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.

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

DISTRICT: Palm Beach County Healthcare District
324 Datura Street
West Palm Beach, FL 33401

With a copy to: Michael Gates, Sr. Development Executive
324 Datura Street; Suite 401
West Palm Beach, FL 33401

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.

12. The Authorized Representative for the COUNTY is **Bevin Beaudet and/or Brian Shields**. The Project Manager/Authorized Representative for the DISTRICT is **Michael Gates**. Each party retains the right to substitute a new or additional Authorized Representative at any time and from time to time by written notice to the other parties.

13. Should either party to this Agreement determine that the other party is in default of any of the terms and conditions of this Agreement, written notice shall be given by the non-defaulting party to the other 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 all 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, COUNTY and DISTRICT 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 Pipeline Project, as authorized in Florida Statutes, Chapter 163. The governing bodies for the COUNTY and the DISTRICT 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 DISTRICT 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.

22. 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 the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

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

[Signature page follows]

ATTEST:
SHARON R. BOCK, CLERK AND
COMPTROLLER

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

By: _____
Deputy Clerk

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

**HEALTH CARE DISTRICT OF PALM
BEACH COUNTY**

BY: _____
DWIGHT D. CHENETTE,
Chief Executive Officer

EXHIBIT - A
PBC HEALTH CARE DISTRICT PARCEL

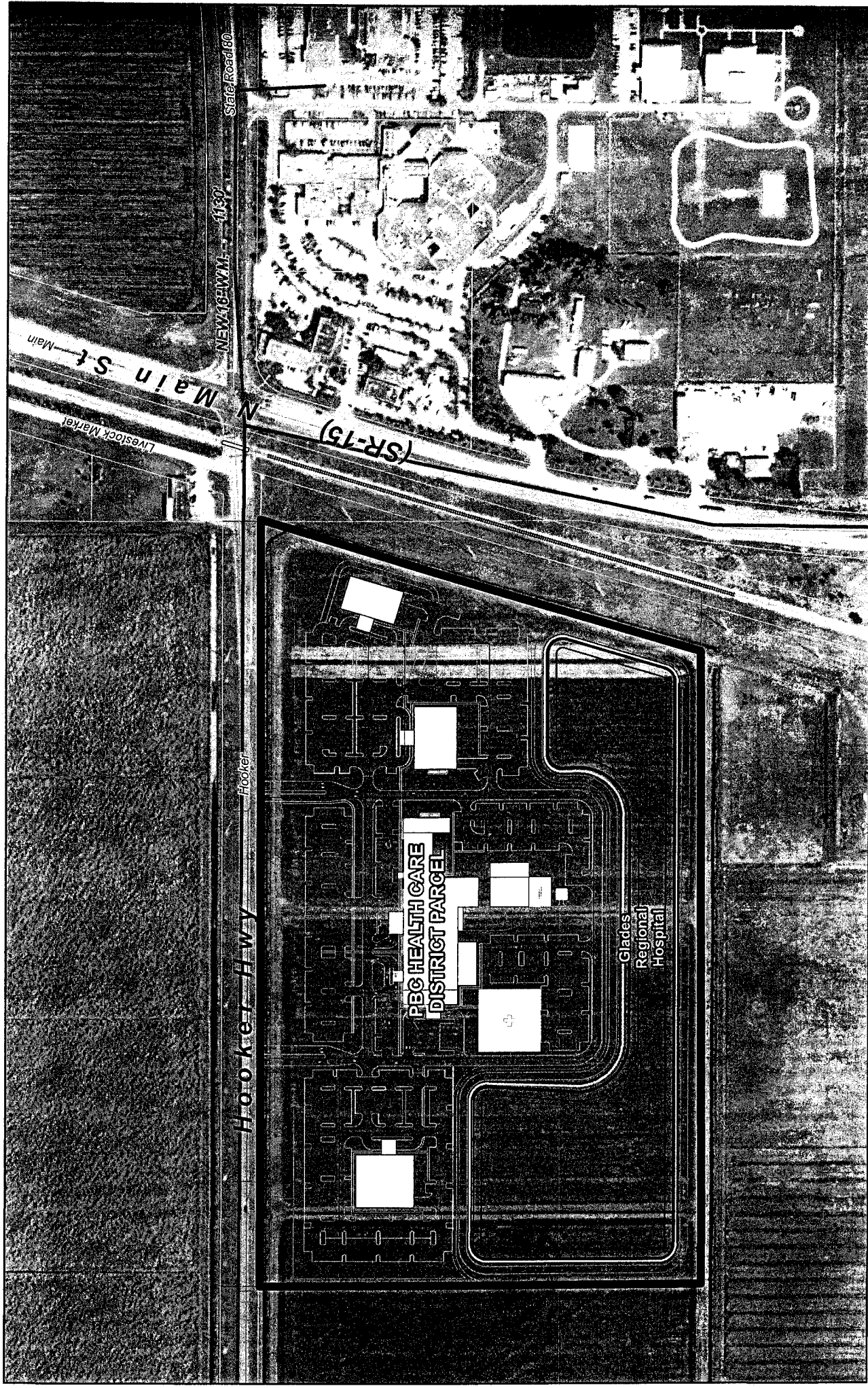


Exhibit - B

CITY OF BELLE GLADE WATER MAIN ASSESSMENT BOUNDARY

