

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

=====

Meeting Date:	December 18, 2007	Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
		Public Hearing <input type="checkbox"/>	

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

=====

I. EXECUTIVE BRIEF

**Motion and title:** Staff recommends motion to approve: Joint Funding Agreement No. 46000001139, in the amount of \$1.5 million, with the South Florida Water Management District (SFWMD) for design, permitting, and construction of the Lake Region Water Treatment Plant (LRWTP).

**Summary:** Palm Beach County (PBC) was awarded \$1.5 million in FY 2008 under the State Community Budget Issue Request (CBIR) Program. Under the CBIR Program, the funds will be provided through the Florida Department of Environmental Protection (FDEP) and disbursed and administered by the SFWMD, subject to applicable State Statutes. As provided for in these Statutes, PBC is required to provide a 50-percent funding match of \$1.5 million. The County's match will be achieved through approved funding commitments to the project. No additional County funding will be committed under this Agreement.


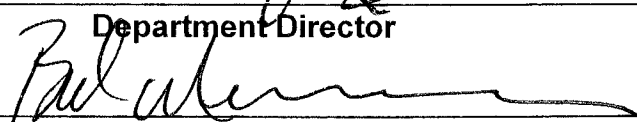
The total cost of the LRWTP is approximately \$58 million. The project is being managed and primarily funded by PBC Water Utilities Department (PBCWUD). The funds received under this Agreement will be used to reduce the net cost of the LRWTP to the Cities of Belle Glade, Pahokee and South Bay (Lake Region Communities). The table of Tasks and Deliverables of the Agreement in accordance with Exhibit "B" is attached hereto and made a part of this Agreement. (WUD Project No. 03-169) District 6 (MJ).

**Background and Justification:** The PBCWUD has designed and is currently constructing a new 10 million gallons per day (MGD) water treatment plant to provide potable water on a wholesale basis to the Lake Region Communities. The proposed LRWTP will utilize low pressure reverse osmosis technology to treat source water pumped from the Upper Floridan Aquifer.

With inclusion of the funds received under this Agreement, the following is a summary of the secured funding assistance/designations to date: Palm Beach County: \$12.5 million, SFWMD: \$11.2 million, State of Florida: \$8.2 million, and the Federal Government: \$800,000, for a total of \$32.7 million. The remaining \$25.3 million will be repaid by the Lake Region Communities under their individual Agreements with the PBC. There has been recent Federal Legislative action with the passing of the WRDA Bill that may provide additional funding. Under this Legislation, \$7.5 million has been designated for the Lake Region Water Treatment Plant. Since this money has not been appropriated, it has not been included in the above totals secured from the Federal Government. If secured, this funding will assist in reducing the repayments required by the Lake Region Communities.

**Attachments:**

- 1. Location Map
- 2. Two (2) original Agreement No. 4600001139

Recommended By:		12/17/07
	Department Director	Date
Approved By:		
	Assistant County Administrator	Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$ 1,500,000.00)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>(\$ 1,500,000.00)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Agency 721 Org. 4211 Rev Source 3139

Is Item Included in Current Budget? Yes X No 3703

Reporting Category N/A

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

The Water Utilities Department will receive \$1,500,000 in grant revenue from the SFWMD under Agreement 4600001139 to the cost-share agreement for Fiscal Year 2008.

C. Department Fiscal Review: Delta Inkst

## III. REVIEW COMMENTS

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

Edizalukh Doseh 12/11/07  
OFMB  
12/11/07  
12/11/07  
12/11/07

Jim J. Javal 12/12/07  
Contract and Development Control  
12/12/07

### B. Legal Sufficiency:

WLL 12/12/07  
Assistant County Attorney

This Contract complies with our  
contract review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

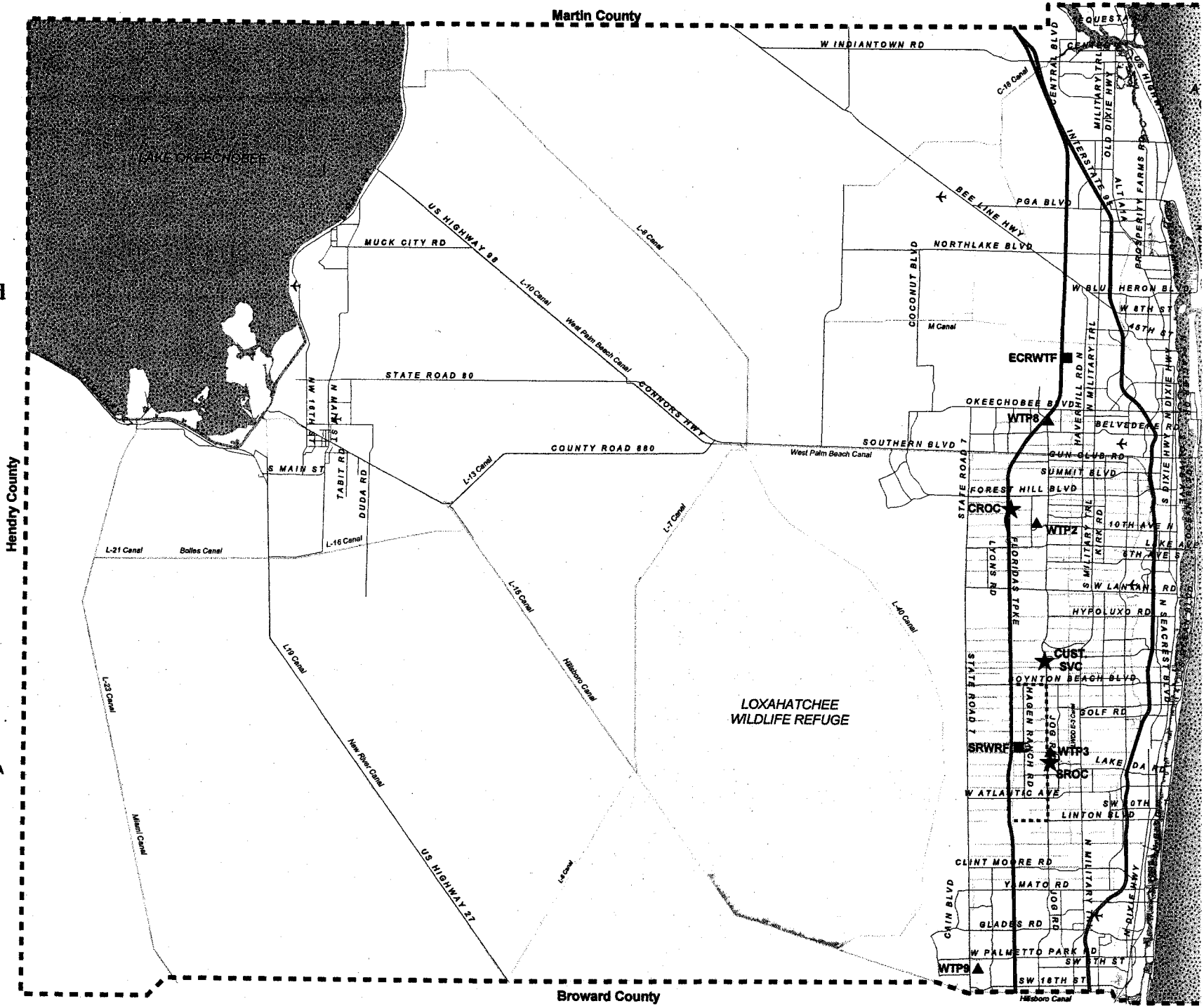
This summary is not to be used as a basis for payment.



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
  - COUNTY LIMITS
  - Administration
  - Water Reclamation Plant
  - Water Treatment Plant
  - Wetlands





**ORIGINAL**

## **SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOCAL GOVERNMENTAL AGREEMENT**

**AGREEMENT NO. 4600001139**

**BETWEEN THE**

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

**AND**

**PALM BEACH COUNTY WATER UTILITIES**

**THIS AGREEMENT** is entered into as of \_\_\_\_\_ by and between the South Florida Water Management District (**DISTRICT**) and Palm Beach County Water Utilities (**ENTITY**).

**WHEREAS**, the **DISTRICT** is a public corporation of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes, to include entering into contracts with public agencies, private corporations or other persons; and

**WHEREAS**, the **DISTRICT** desires to provide financial assistance to the **ENTITY** for the construction of the Lake Region Water Treatment Plant; and

**WHEREAS**, the **ENTITY** warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms and conditions of this **AGREEMENT**; and

**WHEREAS**, the Governing Board of the **DISTRICT**, at its November 15, 2007 meeting, approved entering into this **AGREEMENT** with the **ENTITY**; and

**NOW, THEREFORE**, in consideration of the covenants and representations set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The **DISTRICT** agrees to contribute funds and the **ENTITY** agrees to perform the work set forth in Exhibit "A" attached hereto and made a part hereof, subject to availability of funds and in accordance with their respective authorities for the construction of the Lake Region Water Treatment Plant.
2. The period of performance of this **AGREEMENT** shall commence on the date of execution of this **AGREEMENT** and shall continue for a period of eight (8) months.
3. The total **DISTRICT** contribution shall not exceed the amount of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00). The **DISTRICT** will provide the full amount based on the Payment and Deliverable Schedule set forth in Exhibit "B", which is attached hereto and made a part of this **AGREEMENT**. The **DISTRICT's** contribution is subject to adequate documentation to support actual expenditures within the not-to-exceed **AGREEMENT** funding limitation of \$1,500,000.00. In no event shall the **DISTRICT** be liable for any contribution hereunder in excess of this amount. If the total consideration for this **AGREEMENT** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **AGREEMENT** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **AGREEMENT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **AGREEMENT** to the contrary. The **DISTRICT** will notify the **ENTITY** in writing after the adoption of

the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **AGREEMENT**.

4. The **ENTITY** shall submit quarterly financial reports to the **DISTRICT** providing a detailed accounting of all expenditures incurred hereunder throughout the term of this **AGREEMENT**. The **ENTITY** shall report and document the amount of funds expended per month during the quarterly reporting period and the **AGREEMENT** expenditures to date within the maximum not-to-exceed **AGREEMENT** funding limitation.
5. The **ENTITY** shall cost share in the total amount of One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) in conformity with the laws and regulations governing the **ENTITY**.
6. All work to be performed under this **AGREEMENT** is set forth in Exhibit "A", Statement of Work, which is attached hereto and made a part of this **AGREEMENT**. The **ENTITY** shall submit quarterly progress reports detailing the status of work to date for each task. The work specified in Exhibit "A" shall be under the direction of the **ENTITY** but shall be open to periodic review and inspection by either party. No work set forth in Exhibit "A" shall be performed beyond the expiration date unless authorized through execution of an amendment to cover succeeding periods.
7. The **ENTITY** is hereby authorized to contract with third parties (subcontracts) for services awarded through a competitive process required by Florida Statutes. The **ENTITY** shall not subcontract, assign or transfer any other work under this **AGREEMENT** without the prior written consent of the **DISTRICT's** Project Manager. The **ENTITY** agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the **ENTITY** that the **DISTRICT** shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract(s).
8. Both the **DISTRICT** and the **ENTITY** shall have joint ownership rights to all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the other party, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "A", Statement of Work. Both parties' rights to deliverables received under this **AGREEMENT** shall include the unrestricted and perpetual right to use, reproduce, modify and distribute such deliverables at no additional cost to the other party. Notwithstanding the foregoing, ownership of all equipment and hardware purchased by the **ENTITY** under this **AGREEMENT** shall be deemed to be the property of the **ENTITY** upon completion of this **AGREEMENT**. The **ENTITY** shall retain all ownership to tangible property.
9. The **ENTITY**, to the extent permitted by law, assumes any and all risks of personal injury, bodily injury and property damage attributable to negligent acts or omissions of the **ENTITY** and the officers, employees, servants and agents thereof. The **ENTITY** represents that it is self-funded for Worker's Compensation and liability insurance, covering bodily injury, personal injury and property damage, with such protection being applicable to the **ENTITY**, its officers and employees while acting within the scope of their employment during performance of under this **AGREEMENT**. In the event that the **ENTITY** subcontracts any part or all of the work hereunder to any third party, the **ENTITY** shall require each and every subcontractor to identify the **DISTRICT** as an additional insured on all insurance policies as required by the **ENTITY**. Any contract awarded by the **ENTITY** shall include a provision whereby the **ENTITY's** subcontractor agrees to indemnify, pay on behalf, and hold the **DISTRICT** harmless from all damages arising in connection with the **ENTITY's** subcontract.
10. The **ENTITY** and the **DISTRICT** further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
11. The parties to this **AGREEMENT** are independent entities and are not employees or agents of the other parties. Nothing in this **AGREEMENT** shall be interpreted to establish any relationship other than that of independent entities, between the **DISTRICT**, the **ENTITY**, their employees, agents, subcontractors or assigns, during or after the term of this **AGREEMENT**. The parties to this **AGREEMENT** shall not assign, delegate or otherwise transfer their rights and obligations as set forth in this **AGREEMENT**

without the prior written consent of the other parties. Any attempted assignment in violation of this provision shall be void.

12. The parties to this **AGREEMENT** assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this **AGREEMENT**.
13. The **ENTITY**, its employees, subcontractors or assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this **AGREEMENT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **ENTITY**, upon request, as to any such laws of which it has present knowledge.
14. Either party may terminate this **AGREEMENT** at any time for convenience upon thirty (30) calendar days prior written notice to the other party. In the event of termination, all funds not expended by the **ENTITY** for authorized work performed through the termination date shall be returned to the **DISTRICT** within sixty (60) days of termination.
15. The **ENTITY** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **ENTITY** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **ENTITY**.
16. The **ENTITY** shall maintain records and the **DISTRICT** shall have inspection and audit rights below. The **ENTITY** shall similarly require each subcontractor to maintain and allow access to such records for audit purposes:
  - A. Maintenance of Records: The **ENTITY** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **AGREEMENT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration date of this **AGREEMENT**.
  - B. Examination of Records: The **DISTRICT** or designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this **AGREEMENT**. Such examination may be made only within five (5) years from the expiration date of this **AGREEMENT**.
  - C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **AGREEMENT**, the **ENTITY** shall extend the period of maintenance for all records relating to the **AGREEMENT** until the final disposition of the legal dispute. All such records shall be made readily available to the **DISTRICT**.
17. Whenever the **DISTRICT's** contribution includes state or federal appropriated funds, the **ENTITY** shall, in addition to the inspection and audit rights set forth in paragraph #16 above, maintain records and similarly require each subcontractor to maintain and allow access to such records in compliance with the requirements of the Florida State Single Audit Act and the Federal Single Audit Act, as follows:
  - A. Maintenance of Records: The **DISTRICT** shall provide the necessary information to the **ENTITY** as set forth in Exhibit "C". The **ENTITY** shall maintain all financial/non-financial records through:
    - (1) Identification of the state or federal awarding agency, as applicable
    - (2) Project identification information included in the Catalog of State Financial Assistance (CSFA) or the Catalog of Federal Financial Assistance (CFDA), as applicable
    - (3) Audit and accountability requirements for state projects as stated in the Single Audit Act and applicable rules of the Executive Office of Governor, rules of the Chief Financial Officer and rules of the Auditor General and the State Projects Compliance Supplement
    - (4) Audit/accountability requirements for federal projects as imposed by federal laws and regulations
    - (5) Submission of the applicable single audit report to the **DISTRICT**, as completed per fiscal year
  - B. Examination of Records: The **DISTRICT** or designated agent, the state awarding agency, the state's

Chief Financial Officer and the state's Auditor General and/or federal awarding agency shall have the right to examine the **ENTITY's** financial and non-financial records to the extent necessary to monitor the **ENTITY's** use of state or federal financial assistance and to determine whether timely and appropriate corrective actions have been taken with respect to audit findings and recommendations which may include onsite visits and limited scope audits.

18. All notices or other communication regarding this **AGREEMENT** shall be in writing and forwarded to the attention of the following individuals:

**South Florida Water Management District**

Attn: Ashie Akpoji, Project Manager  
Telephone No.: (561) 682-2571

Attn: Betty Thayer, Contract Specialist  
Telephone No.: (561) 682-6011

Address:  
P.O. Box 24680  
3301 Gun Club Road  
West Palm Beach, FL 33416-4680

**Palm Beach County Water Utilities**

Attn: Tom Miller, Project Manager  
Telephone No.: (561) 493-6004

Address:  
8100 Forest Hill Blvd.  
West Palm Beach, FL 33416

19. **ENTITY** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **AGREEMENT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
20. This **AGREEMENT** may be amended, extended or renewed only with the written approval of the parties. The **DISTRICT** shall be responsible for initiating any amendments to this **AGREEMENT**, if required.
21. This **AGREEMENT**, and any work performed hereunder, is subject to the Laws of the State of Florida. Nothing in this **AGREEMENT** will bind any of the parties to perform beyond their respective authority, nor does this **AGREEMENT** alter the legal rights and remedies which the respective parties would otherwise have, under law or at equity.
22. Should any term or provision of this **AGREEMENT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **AGREEMENT**, to the extent that the **AGREEMENT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.
23. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **AGREEMENT** by the parties shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **AGREEMENT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this **AGREEMENT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.
24. Any dispute arising under this **AGREEMENT** which cannot be readily resolved shall be submitted jointly to the signatories of this **AGREEMENT** with each party agreeing to seek in good faith to resolve the issue through negotiation or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. A joint decision of the signatories, or their designees, shall be the disposition of such dispute.
25. This **AGREEMENT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this **AGREEMENT**.
26. Any inconsistency in this **AGREEMENT** shall be resolved by giving precedence in the following order:  
(a) Terms and Conditions outlined in preceding paragraphs 1 – 24

- (b) Exhibit "A" Statement of Work
- (c) all other exhibits, attachments and documents specifically incorporated herein by reference

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
BY ITS GOVERNING BOARD**

By: \_\_\_\_\_

Frank Hayden, Director of Procurement

**SFWMD PROCUREMENT APPROVED**

By: Patty Thayer  
Date: 10/29/07 mm

**PALM BEACH COUNTY BOCC**

By: \_\_\_\_\_

ADDIE L. GREENE

Title: CHAIRPERSON

Approved as to Terms  
And conditions:

By: \_\_\_\_\_  
Department Director

Approved as to form and  
Legal Sufficiency:

By: \_\_\_\_\_  
County Attorney

BAS 12/7/07



**EXHIBIT "A"**  
**STATEMENT OF WORK**

**Continued Final Construction of the Lake Region Water Treatment Plant**

**INTRODUCTION:**

The Palm Beach County Water Utilities Department (PBCWUD) has designed and is currently constructing a new 10 million gallons per day (MGD) water treatment plant to provide potable water on a wholesale basis to communities located on the south and southeastern shore areas of Lake Okeechobee, hereafter referenced as the Lake Region area. The proposed Lake Region Water Treatment Plant will utilize low pressure reverse osmosis technology to treat source water pumped from the Upper Floridan Aquifer (UFA).

The total cost of the project is approximately \$58 million. The project is being managed and primarily funded by Palm Beach County. To provide for additional funding, the South Florida Water Management District (DISTRICT) applied for and was awarded \$1.5 million in FY 2008 under the State Community Budget Issue Request (CBIR). This State funding will be provided through Florida Department of Environmental Protection (FDEP) to be disbursed and managed by the District, subject to the requirements of Section 215.97, Florida Statutes and Section 216 181 (16) (b), Florida Statutes. As provided for in these statutes, Palm Beach County will provide a 50-percent funding match of \$1.5 million. Subject to the Governing Board approval of the cooperative agreement with Palm Beach County, the funds will be disbursed to PBCWUD through several PBCWUD issued invoices to the DISTRICT in fiscal year 2008. Under no circumstances, however, shall payment by the DISTRICT for either total or partial completion of the deliverables identified in Exhibit "B" be made without a demonstrated equal or greater County matching expenditure.

**BACKGROUND:**

Palm Beach County is undertaking, and the DISTRICT is fully supporting, the construction of a new Lake Region Water Treatment Plant to replace the aging plants currently serving the cities of Belle Glade, Pahokee and South Bay. The three current water treatment plants pump their raw water from Lake Okeechobee. In order to meet existing and future water quality standards the new Lake Region Plant will draw water from the brackish Upper Floridan Aquifer, a deep (900-ft to 1200-ft) groundwater source, and treat the water using reverse-osmosis technology. The new facility, managed by Palm Beach County, will wholesale water to each of the three cities. Each city will, therefore, retain its own distribution and retail responsibilities. The new plant will be centrally located on a 21-acre property near the City of Belle Glade. Centralization of the plant will provide economies of scale, resulting in reduced cost to the residents of the tri-city community of 25,000 people. The design of the plant was completed in autumn of 2005 and the startup of the operations is anticipated in spring of 2008.

The cities of Belle Glade, Pahokee, South Bay and the unincorporated areas of the Lake Region are facing many challenges regarding current and future public water supply. The challenges include outmoded plants; poor water quality; low water levels in Lake Okeechobee during drought periods and funding problems. The Tri-Cities have all periodically been under consent order by the Palm Beach County Health Department for various types of violations, but primarily related to drinking water quality. All three cities face problems related to water color, odor and taste. Future changes in drinking-water regulations will likely make all three treatment plants obsolete.

The Lake Region Water Treatment Plant will help the communities of Belle Glade, Pahokee and South Bay switch from dependence on Lake Okeechobee as the source of public water supply. The Floridan Aquifer will offer a drought-proof source of public water supply and the use of groundwater from the Floridan Aquifer will improve water quality. This project will help the cities' efforts to either replace water treatment plants to bring them up to current industry standards. This project supports the DISTRICT's efforts to maintain minimum flows and levels in Lake Okeechobee by reducing demands on Lake Okeechobee during drought periods. The project also provides more water for restoration of the Everglades by reducing withdrawals from the Lake during normal and below-average rainfall years. Finally, the project will contribute to the socio-economic development of the Lake Region.

The Lake Region Water Treatment Plant construction contract was awarded by Palm Beach County to Poole & Kent Company on September 27, 2005. The storage tank construction was awarded to the Crom Corporation on August 15, 2006. The pipeline construction was awarded to Globetec Construction LLC on September 12, 2006. The Wellfield Improvements construction (which includes construction at the bulk water meters and modification of the existing storage tanks at the cities to operate as remote pumping facilities) was awarded to Poole & Kent Company on October 17, 2006. Materials and equipment for the Lake Region Water Treatment Plant were procured on October 18, 2005.

### **SCOPE OF WORK:**

This statement of work represents a continuation of the PBCWUD construction project that was started with the design in FY-2004. This agreement defines the scope of work for FY-2008, which consists of plant construction and construction related services.

The scope of services for work funded in FY-2008 is described in the following work breakdown structure.

### **WORK BREAKDOWN STRUCTURE:**

Palm Beach County awarded the Lake Region Water Treatment Plant and wellfield improvement construction contracts to the Poole and Kent Company, the water storage tank to the Crom Corporation and the pipelines to Globetec Construction LLC. PBCWUD will be responsible for the construction activities covered under this agreement and will consist of, but not be limited to, construction services, materials and equipment directly related to the operation of the Lake Region Water Treatment Plant, treatment plant related appurtenances, the storage tank, the raw and potable water pipelines and contracted engineering services.

#### **Tasks:**

1. Installation of treatment plant appurtenances;
2. Completion of 3 MG Water storage tank and a Carbon Dioxide (CO<sub>2</sub>) Storage Tank;
3. Completion of installation of hypochlorite generator;
4. Procurement of wellfield portable generator(s); and
5. Installation of raw water main and potable water transmission pipelines.

Palm Beach County Water Utilities Department (PBCWUD) has a full-time construction inspector and a full-time professional engineer assigned to the construction of the Lake Region Water Treatment Plant.

The PBCWUD shall submit to the DISTRICT all deliverables in accordance with Exhibit "B" which is attached hereto as a part of the Statement of Work.

**EXHIBIT "B"**  
**SUMMARY SCHEDULE OF TASKS AND DELIVERABLES**

- A summary deliverable and payment schedule associated with this project is set forth below, including specific deliverables associated with each task and due dates for all deliverables.
- All deliverables submitted hereunder are subject to review and acceptance by the **DISTRICT**. Acceptability of all work will be based on the judgment of the **DISTRICT** that the work is technically complete and accurate.
- Payment shall be made following receipt and acceptance by the **DISTRICT** of project invoices in accordance with the schedule set forth below. All invoices shall be accompanied by adequate documentation to demonstrate completion of each task in accordance with Statement of Work, Exhibit "A", requirements.
- Total payment by the **DISTRICT** for all work completed herein shall not exceed the amount of \$1,500,000.00. If the total consideration for this **Agreement** is subject to multi-year funding allocations, funding for each applicable fiscal year of this **Agreement** will be subject to Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **Agreement** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **Agreement** to the contrary.
- Cost of deliverables may vary and adjustment of the table will be allowed to match actual expenditures but under no circumstances will the **DISTRICT** reimburse the PBCWUD more than \$1,500.00.00.

Task No.	Deliverables	Due Date	Payment By District FY 2008	Payment By County FY 2008
1	Poole & Kent WTP Construction Contract – Treatment Plant Appurtenances	7/15/08	\$1,079,000	\$0.00
2	Completion of 3 MG Water storage tank & CO <sub>2</sub> Storage Tank	7/15/08	\$144,260	\$0.00
3	Completion of installation of hypochlorite generator	7/15/08	\$6,000	\$0.00
4	Procurement of wellfield portable generators	7/15/08	\$266,915	\$0.00
5	Installation of raw water main and potable water transmission pipelines	7/15/08	\$3,825	\$1,500,000
	<b>Totals:</b>		<b>\$1,500,000</b>	<b>\$1,500,000</b>
	<b>TOTAL DISTRICT PAYMENT</b>		<b>\$1,500,000</b>	

All deliverables detailed in this agreement depicted in "Exhibit A" will be completed on or before July 15, 2008.

# EXHIBIT C

FUNDS AWARDED TO THE ENTITY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
Federal Program Number	Federal Agency	State Fiscal Year	Number	CSFA Title Or Funding Source Description	Funding Amount	State Appropriation Category
		2008	37.066	Water Protection & Sustainability Program	\$1,500,000.00	several

Total Award					\$1,500,000.00
-------------	--	--	--	--	----------------

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<http://state.fl.us/fsaa/catalog>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.