

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	May 6, 2008	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: an Interlocal Agreement with the City of Lake Worth for the purchase and sale of bulk potable water.

Summary: In order to ensure the most efficient delivery of potable water service, the County has encouraged the use of cooperative agreements with other utility systems. This Agreement provides for the City of Lake Worth (City) to purchase up to six (6) million gallons per day (GPD) of potable water from the County. The City will initially purchase two (2) MGD of capacity at the rate of \$2.99 per gallon (\$5,980,000) and will pay \$1.37 per 1,000 gallons for water delivered during off-peak hours. The commodity rate will be increased beginning October 1, 2010, based on 75% of the Consumer Price Index. Initial capacity fees are due within one year of the Agreement's effective date. The City may purchase additional capacity in 100,000 gallon increments at the initial rate for up to five years; thereafter, additional capacity may be reserved at the then current capacity fee. The City will also be responsible for paying the cost of Phase 1 of the pipeline (estimated to be \$2,200,000) along Lantana Road from Military Trail to Congress Avenue to provide for the initial flow. If additional water is needed, a Phase 2 pipeline will be constructed from Jog Road to Military Trail at an estimated cost of \$3,400,000 which will be reimbursed by the City except for \$2,500,000 which will be the responsibility of the County, and which will also be used to serve other County customers. The City is also agreeing to make its best efforts to assist the County in receiving a transfer of 1.6 MGD of non-renewed water withdrawal rights in the City's Consumptive Use Permit. The term of the Agreement is 40 years and may be renewed for successive terms of five years each. The City may cancel the agreement after ten years with five years' notice and will be entitled to a refund of capacity fees at the then current rate but only if the County has the ability to use the reserved capacity or to re-sell the capacity to another entity. After 15 years, the amount of the potential refund will be reduced annually by a carrying charge equal to \$0.13 per gallon increased annually by three-fourths of the CPI. District 3 (MJ)

Background and Justification: The City and County are currently parties to a 1990 Utility Service Area Agreement (R90-926) and a Joint Transmission Agreement (R74-258, as amended). The County has potable water capacity available, and this new Agreement will benefit existing and future City and County utility customers by ensuring the most efficient delivery of potable water service.

Attachments:

1. Location Map
2. Two (2) Original Agreements

Recommended By:  4/17/08
Department Director Date

Approved By:  4/28/08
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>2,200,000</u>		<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>(\$5,980,000)</u>	<u>0</u>	<u>0</u>	<u>0</u>
Capital Reimbursement	<u>(2,200,000)</u>		<u>0</u>	<u>0</u>	<u>0</u>
Operating Revenues	<u>0</u>	<u>0</u>	<u>(\$1,000,100)</u>	<u>(\$1,030,103)</u>	<u>(\$1,061,006)</u>
NET FISCAL IMPACT	<u>0</u>	<u>(\$5,980,000)</u>	<u>(\$1,000,100)</u>	<u>(\$1,030,103)</u>	<u>(\$1,061,006)</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 Dept 721 Unit W006 Object 6543

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

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

For the reservation of 2 million gallons per day of potable water, the County will receive an up-front payment from the City of Lake Worth in the amount of \$5,980,000. Additionally, the City will be required to reimburse the County for Phase I pipeline costs which are currently estimated at \$2,200,000. Commodity Fees of \$1.37 per thousand gallons will be billed monthly based on actual usage and are subject to annual CPI adjustments (3% assumed). Potential revenue to the County if the full 6 MGD is purchased in the first 5 years (and 6 MGD of commodity is actually purchased each year) is approximately \$228,000,000 over the 40 years of the term.

C. Department Fiscal Review: Debra M Vest

III. REVIEW COMMENTS

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

atwillhite 4.23.08
OFMB
4/23/08 04/22 4/21/08 CN
4/24/08 Contract Development and Control

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature] 7/28/08
Assistant County Attorney

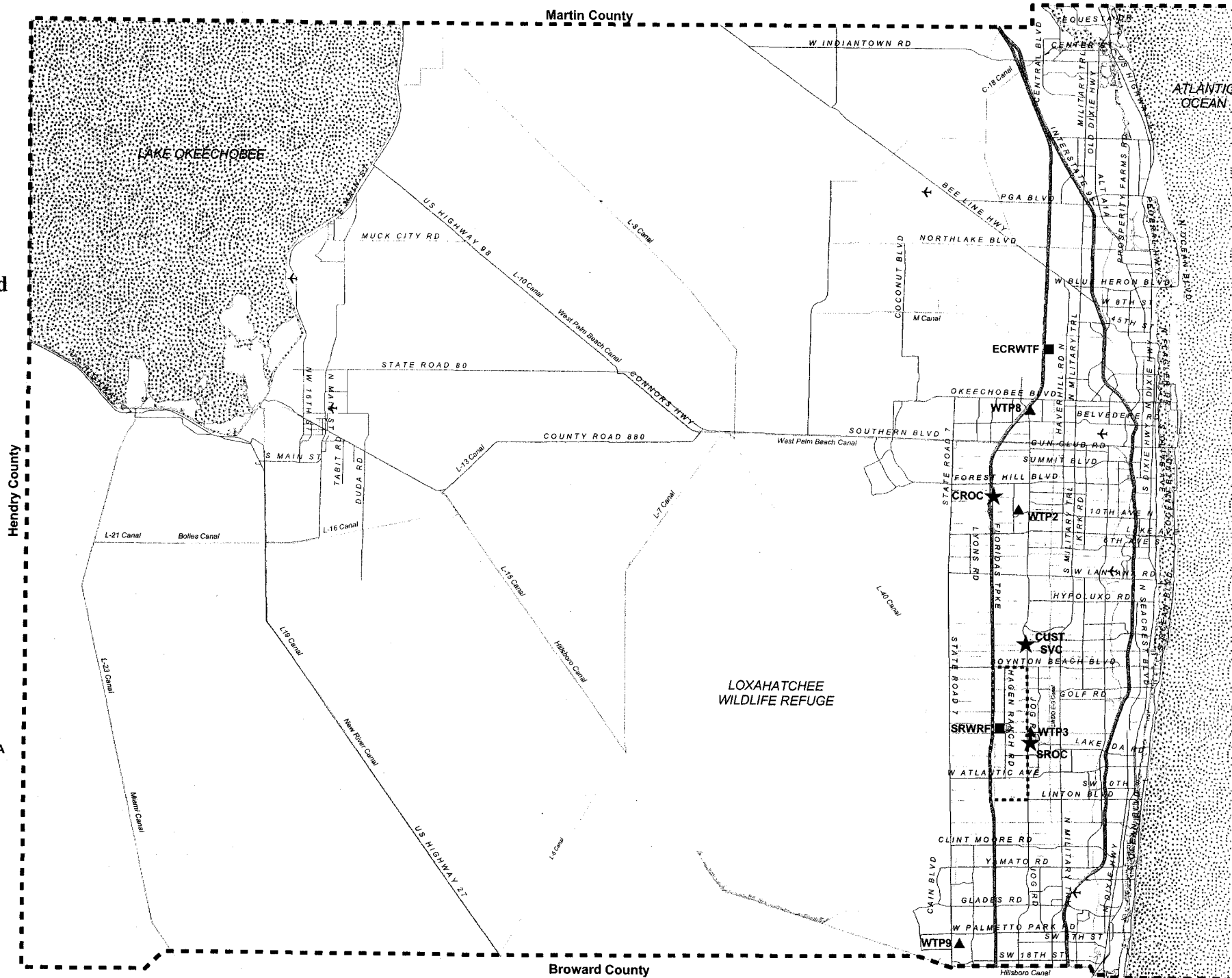
C. Other Department Review:

Department Director



**Palm Beach County
Water Utilities
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



NOT TO SCALE

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF LAKE WORTH FOR THE PURCHASE AND SALE OF BULK POTABLE WATER

THIS AGREEMENT made and entered into this _____ day of _____, 2008, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **CITY OF LAKE WORTH, FLORIDA**, a municipality organized under the laws of the State of Florida (hereinafter "City").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City wishes to purchase bulk Potable Water from the County for distribution and sale to its customers; and

WHEREAS, the County wishes to sell the City bulk Potable Water pursuant to the terms and conditions of this Agreement; and

WHEREAS, to encourage and facilitate conservation of water resources, the parties desire to enter into this Agreement.

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

1. The foregoing statements are true and correct.
2. Term. This Agreement shall commence on the Effective Date and continue for a term of forty (40) years. The Term of this Agreement may be extended for successive periods of five (5) years each, upon the same terms and conditions as herein provided, by written agreement of both of the parties to this Agreement prior to expiration of the initial term of this Agreement or any renewal thereof.
3. Effective Date. This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is approved by the Palm Beach County Board of County Commissioners.
4. Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "Average Daily Flow (ADF)" – the average daily flow rate of Potable Water collectively measured through all Points of Connection. The Average Daily Flow rate is calculated by dividing the total amount of Potable Water flowing through the Points of Connection in any one fiscal year by the number of days in that same fiscal year;

(b) "Capacity Fee" – A one-time fee to be paid by City to County based on the ADF of capacity reserved. This fee is assessed irrespective of the actual quantity of Potable Water flowing through the Point(s) of Connection;

(c) "City's Potable Water System" – the system owned and/or operated by the City for the production and distribution of Potable Water, said system being located on the City's side of the Point(s) of Connection;

(d) "Commodity Fee" - A fee to be paid by City to County on a monthly basis which is intended to recover County's variable cost of producing and supplying Potable Water to the City at the Point(s) of Connection. This fee is assessed per one thousand (1,000) gallons of Potable Water delivered by County to the Point(s) of Connection;

(e) "County's Potable Water System" – the system owned and/or operated by the County for the production and distribution of Potable Water to all retail, wholesale, and/or bulk customers of the County, said system being located on the County's side of the various Points of Connection and including all Potable Water meters and related appurtenances located at the Point(s) of Connection;

(f) "Off-Peak Hours" – The hours between 9:00 P.M. and 6:00 A.M. or during other off-peak periods mutually defined by both the County and the City;

(g) "Point(s) of Connection" – The location(s) where the County's Potable Water System is connected with the City's Potable Water System, as shown in **Exhibit "A"**, which is incorporated herein and attached hereto. The Potable Water System of County shall include the master water meters and related appurtenances located at the Point(s) of Connection, with said master water meters being utilized for the measurement and payment of bulk Potable Water obtained by City;

(h) "Potable Water" – Water for human consumption which meets all applicable Federal, state, and County standards;

(i) "Reserved Capacity" – the amount of Potable Water capacity in the County's Potable Water System that the City has reserved through payment of Capacity Fees;

(j) "Service Initiation Date" – the date County begins providing Potable Water to City at the Point(s) of 24-inch pipe Connection.

(k) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time.

5. Scope of Agreement. County agrees to furnish, and City agrees to purchase and accept, a supply of Potable Water in accordance with the terms and conditions of this Agreement. County shall furnish, and City shall accept, the Potable Water at the Point(s) of Connection shown in **Exhibit "A"**.

6. Water Pressure. The water pressure of Potable Water delivered by the County to any of the Points of Connection shall be a minimum of 60 psi at all times, with an expected water pressure of between 60

and 75 psi depending upon water demand conditions.

7. Reservation of Capacity. County shall provide City with Potable Water at the varying flow rates reserved by the City, not to exceed an ADF of six million (6,000,000) gallons per day at any time during this Agreement. City agrees to initially reserve two million (2,000,000) gallons per day. The City shall pay a Capacity Fee of \$2.99 per gallon of Reserved Capacity. The initial payment of Capacity Fees shall be received by the County within one (1) year of the Effective Date of this Agreement, and said payment shall be made prior to the Service Initiation Date.

The Capacity Fee for future City additions to Reserved Capacity shall be held constant for five years from the Service Initiation Date. Thereafter, additional Reserved Capacity may be purchased at the then current Capacity Fee. For future City additions to reservations of capacity, the Capacity Fee shall be payable in 0.1 million gallons per day increments as the City phases in its use of County water. Notice of intent to increase the Reserved Capacity by the City (hereinafter "Notice of Intent") shall be made in writing to the County 90 days in advance of the commencement of the increased level of service, and said notice shall include payment of the Capacity Fee required for the increased level of service. However, if, in the County's determination, future reservations of Reserved Capacity by the City trigger the requirement for Phase Two Pipeline construction as set forth in Section 9 below, the County shall have one (1) year from the Notice of Intent to provide the increased level of service. Payment of additional construction costs for Phase Two Pipeline construction shall be in accordance with Section 9 below.

8. Monthly Billed Usage. The City shall be billed Commodity Fees on a monthly basis for actual metered water service delivered by the County in accordance with the following conditions:

- a. Accounted for on a monthly basis, if two-thirds of the metered flow is delivered during off-peak times, then the usage charge shall be \$1.37 per thousand gallons for all flow delivered during that month. This charge has been established for fiscal years 2008 and 2009 and is subject to indexing in future years, as set forth in Section 8.c.
- b. It is the intent of the parties that the City will purchase Reserved Capacity in an amount equal to the flow rates delivered to the City, determined on an ADF basis. A 25% surcharge shall be added to the Commodity Fee for usage exceeding 105% of the Reserved Capacity in any fiscal year. However, the County is under no obligation to provide Potable Water in any quantity for which capacity has not been reserved.
- c. Usage Charges shall be indexed on October 1 of each year beginning on October 1, 2010, based on 75 percent of the prior year's (measured July to July) Consumer Price Index, All Urban Consumers-Water and Sewerage Maintenance, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

9. Additional Responsibilities of County. County shall provide for the design, construction, operation and maintenance of the County's Potable Water System, up to and including the Point(s) of Connection, including the design and construction of any Potable Water meters and related appurtenances. In order to meet the initial capacity reservation of this Agreement, a 24" pipeline along Lantana Road, from approximately Military Trail to approximately Congress Avenue, will need to be constructed (said pipeline hereinafter referred to as "Phase One Pipeline.") The estimated cost of the Phase One Pipeline is \$2,200,000.00, for which the City shall be responsible. The City

shall be billed the costs of the Phase One Pipeline upon receipt of the invoices for the Phase One Pipeline. City shall reimburse the County for said invoices within thirty (30) days of receipt of said invoices. In addition, County shall also be responsible for design, construction, operation and maintenance of approximately 2,000 feet of water mains on Lake Worth Road between Military Trail and Kirk Road, at no cost to the City.

In order to meet future increased capacity needs of City, a 24" pipeline from along Lantana Road, from approximately Jog Road to approximately Military Trail, may need to be constructed (hereinafter "Phase Two Pipeline.") The estimated cost of the Phase Two Pipeline is currently \$3,400,000. The City shall be responsible for the actual costs of the Phase Two Pipeline, except for \$2,500,000, which will be the responsibility of the County. Costs of the Phase Two Pipeline shall be paid for by County, until the \$2,500,000 pledged by the County is exhausted. Thereafter, the City shall be billed the costs of the Phase Two Pipeline upon receipt of the invoices for the Phase Two Pipeline. City shall reimburse the County for said invoices within thirty (30) days of receipt of said invoices.

City may request that the County provide additional services related to the design and construction phase services of pipeline extensions on the City's side of the Point of Connection. County and City shall agree to the rate for said design charges prior to the County performing the design work. City agrees to reimburse the County the full amount of said design charges within thirty (30) days of receipt of an invoice from County.

County shall be responsible for the securing of any permits or other approvals necessary to provide Potable Water to City at the various Points of Connection. The County may acquire the City's Floridan wells where the County determines that said wells will provide an operational benefit to the County, and where the County determines that acquisition of the wells is in the County's best financial interests. Further, the County shall not construct similar, competing Floridan wells within a six (6) mile radius of the City's Floridan wells. The location of the City's Floridan wells is shown at "**Exhibit B**", which is attached hereto and incorporated herein.

10. Additional Responsibilities of City. The City agrees to develop and maintain adequate storage facilities to enable the delivery of potable water to the City during Off-Peak Hours. City shall comply with all applicable local, State and Federal laws and regulations for the use and sale of Potable Water. City shall be responsible for the securing of any permits or other approvals necessary to provide Potable Water to any customers within the City's service area.

11. Consumptive Use Permits. Both parties recognize that the County wishes to receive a transfer of water withdrawal rights from the City for the Potable Water provided to the City under this Agreement. Specifically, the City is entering into this Agreement, in part, to replace 1.6 MGD of water withdrawal rights which were not renewed in the City's Consumptive Use Permit No.50-00234-W, and dated 2/8/06 (hereafter "Non-Renewed Water Withdrawal Rights.") The City shall make its best efforts to assist the County in receiving a transfer of the Non-Renewed Water Withdrawal Rights that the City does not require for its own use.

12. Water Quality. The physical, chemical, and biological quality of the Potable Water delivered by County to City at the Points of Connection shall meet all federal, state, and local laws, regulations, and requirements for Potable Water, as may be amended from time to time. City shall

be responsible for the water quality of the Potable Water once it enters the City's Potable Water System. City shall be required to perform all testing of the Potable Water as is required by any and all federal, state, and local laws, regulations, and requirements for Potable Water, as may be amended from time to time.

13. Service Areas. This agreement does not alter the City or County's existing service area and customers. This agreement does not prohibit the City of Lake Worth from supplying bulk Potable Water to the Town of Palm Beach and the Town of Lantana.

14. Water Interconnect Agreement. The City and County are currently parties to a 1999 Water Interconnect Agreement (County Resolution No. R99-1281D) establishing provisions for the emergency purchase and sale of Potable Water between the County and the City. Said Water Interconnect Agreement, as may be amended from time to time, is incorporated herein by reference, except that the rates set forth in Section 6 of the Water Interconnect Agreement are amended as follows: The commodity rate paid by either party in the case of an emergency shall be the same commodity rate that the City is required to pay the County as set forth in this Agreement. The parties agree that the intention of the Water Interconnect Agreement is to supply short-term potable water in the event of emergencies, as defined in the Water Interconnect Agreement, and that this Bulk Potable Water Agreement shall control the sale of potable water by the County to the City in non-emergency situations.

15. Water Shortages. In the event the South Florida Water Management District or other government unit with just cause and authority declares a water shortage, then County shall have the right to restrict service to the City by the same percentage, level and/or manner as the County restricts service to customers located within the County limits.

16. Payment of Bills. The County will bill the City Commodity Fees on a monthly basis. The City agrees to pay for all Potable Water received from the County and make payments to the County within thirty (30) days from the date the bill is rendered by County. A past due notice will be mailed by County to the City after thirty (30) days. If payment has not been received after sixty (60) days from the date of the original bill, service may be disconnected and a one percent (1%) per month interest charge will be assessed on the outstanding balance.

17. Master Meters. County agrees to have an annual inspection and report prepared regarding the condition and accuracy of the master water meters. A copy of the annual report on meter inspection shall be furnished to the City. The City shall have the right to make its own meter inspection, or to have an independent company inspect the metering equipment at any time; provided, however, no such inspection shall be made unless the City shall first give County written notice of the date and time of its intent to have the inspection made, nor shall any such inspection be made prior to twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by County. All costs and expenses of the City's interim inspection shall be borne by the City. If the meter is found not to be in good working order, the County shall reimburse the City the cost incurred as a result of the interim inspection. Normal maintenance of the meter shall be performed by County as an expense of water distribution. In addition, City may install a master meter (hereinafter "City-Installed Meter") at each Point of Connection, as a corroborating measure of the County's master meter. Any City-Installed Meter shall be paid for and maintained by the City. City-Installed Meters shall not be used for billing purposes, however, in the case of a documented inaccuracy of a master meter, a City-Installed Meter, if

deemed accurate to American Water Works Association (AWWA) standards, may be utilized to negotiate the time period of the inaccuracy and the difference between actual consumption and the consumption recorded by the master meters. City shall coordinate the installation of any City-Installed Meter with the County.

18. Time Period Limitation In Case of Master Meter Inaccuracy. Both parties agree that, should a master meter be found and documented to be inaccurate beyond AWWA standards, the meter will be assumed to have been inaccurate since the time of the documented event failure or since the last meter inspection or for a period of three months, whichever time should be less, and that the following month's billing will be adjusted to show a credit or additional charge to the City for that period, based upon the method established in Section 19 herein.

19. Presumed Consumption and Required Payment In Case of Master Meter Inaccuracy. Both parties agree, that if at any time a master meter shall be inaccurate with respect to the quantity of consumption by the City as provided in Section 18 above, the City will pay to the County a daily amount equal to the average consumption of the ninety (90) day period prior to the date the meter became inaccurate multiplied by the rate in effect.

20. Security. The parties shall be responsible jointly and severally for security of the combined Points of Connection, including provision of access locking features so that each party can have keyed access to the vault. The combined Points of Connection will be controlled by valves which can be operated by authorized representatives of either the County or the City. Only authorized employees of either County or City will operate the valves controlling the combined Points of Connection. The County and the City shall provide prior notice to each other prior to operating the valves at the Combined Points of Connection.

21. Termination For Cause. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.

22. Termination Without Cause. The City may terminate this Agreement without cause at any time after ten (10) years beyond the Service Initiation Date at the discretion of the City Commission. To receive a refund of Capacity Fees, the City shall provide the County with five (5) years advance written notice (hereinafter "Notice Date") prior to the date on which the City desires that this Agreement be terminated (hereinafter "Service Termination Date".) The City will be entitled to a refund of Capacity Fees paid to the County when the County has the ability to use the City's Reserved Capacity after the Service Termination Date, and agrees to buy back the City's Reserved Capacity. In addition, the City will also be entitled to a refund of Capacity Fees paid to the County when the County has the ability to re-sell the City's Reserved Capacity to other entities purchasing bulk Potable Water from the County after the Service Termination Date. Said refund shall be based on the amount of the City's Reserved Capacity that the County is able to re-sell, and shall be calculated based on the Reserved Capacity rates the County is charging as of the Service Termination Date, less an annual carrying charge, if applicable (described below). If the Service

Termination Date is more than fifteen (15) years after the Service Initiation Date, the amount of the refund the County shall be required to provide to the City shall be reduced by an annual carrying charge. The amount of the annual carrying charge will be calculated on the anniversary of the Service Initiation Date following the 15th year of service, with no adjustments made for partial years. The annual carrying charge for each year following the 15th year of service shall be \$0.13 per gallon of reserved capacity per year and shall be increased each subsequent year by three-fourths of the prior year's (measured July to July) Consumer Price Index, All Urban Consumers-Water and Sewerage Maintenance, as published by the U.S. Department of Labor, Bureau of Labor Statistics. The annual carrying charge, so adjusted, shall be calculated to the nearest one-thousandth of one cent.

23. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for County and 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 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.

24. Indemnification. County and City acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. County and City agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

25. Force Majeure. 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, neither party shall be liable for such non-performance.

26. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

27. Successors and Assigns. County and City each binds itself and its partners, successors, executors,

administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor City shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.

28. Waiver. 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.

29. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons 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.

30. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to City, shall be mailed or delivered to City at:

City of Lake Worth
7 N. Dixie Highway
Lake Worth, Florida 33460
Attn: City Manager

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097.
Attn: Department Director

31. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

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

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

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:
SHARON R. BOCK, CLERK AND
COMPTROLLER

PALM BEACH COUNTY, BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: _____
Director of Water Utilities

ATTEST:

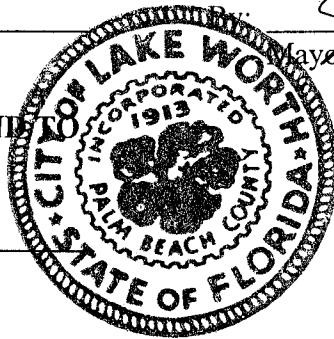
CITY OF LAKE WORTH, FLORIDA
BY ITS CITY COMMISSION

By: Camela Lopez
Clerk

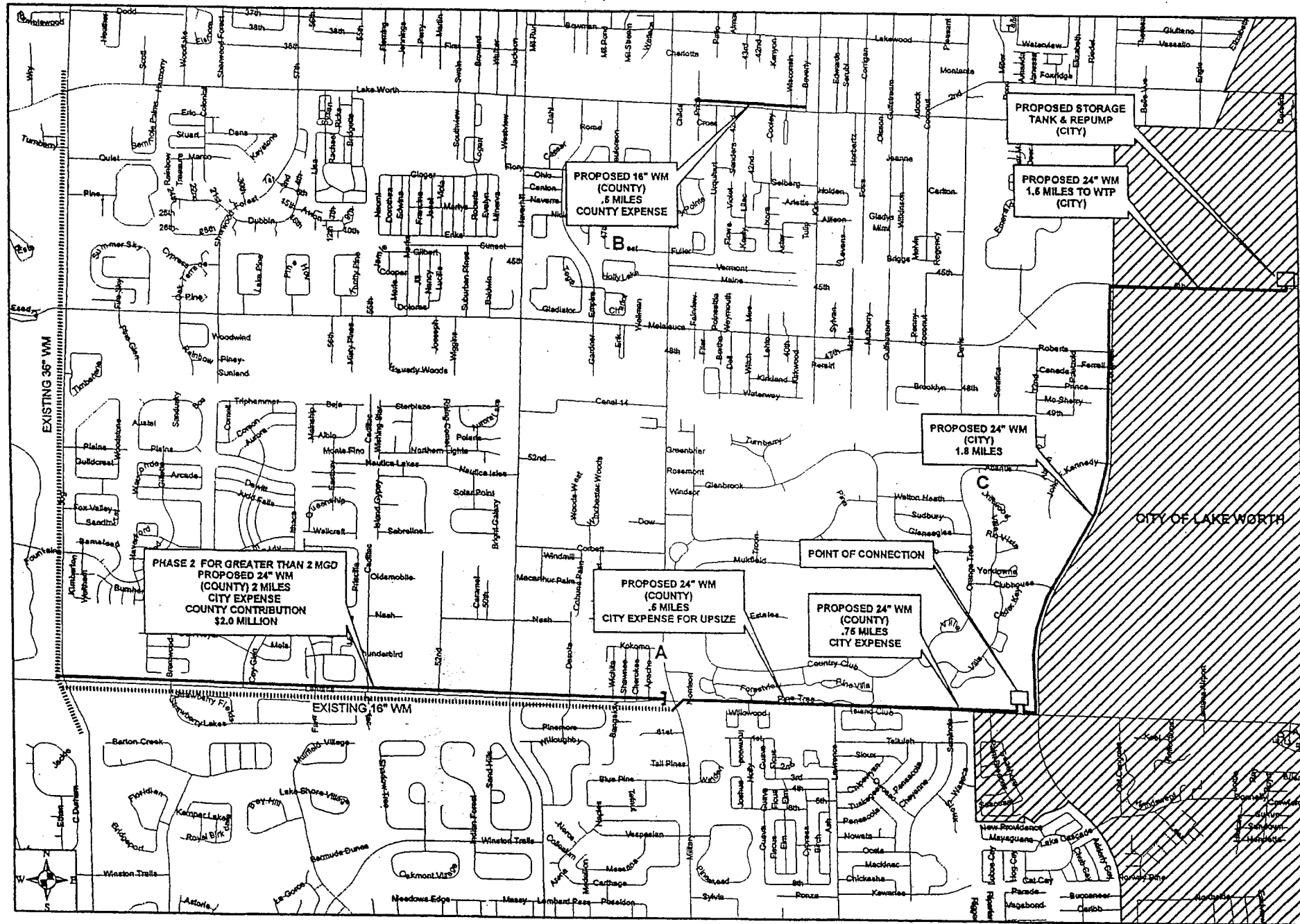
By: Jeff Clemens
Mayor Jeff Clemens

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: Larry Kaim
City Attorney



CITY OF LAKE WORTH/PALM BEACH COUNTY WUD BULK SERVICE EXHIBIT A



"EXHIBIT B"

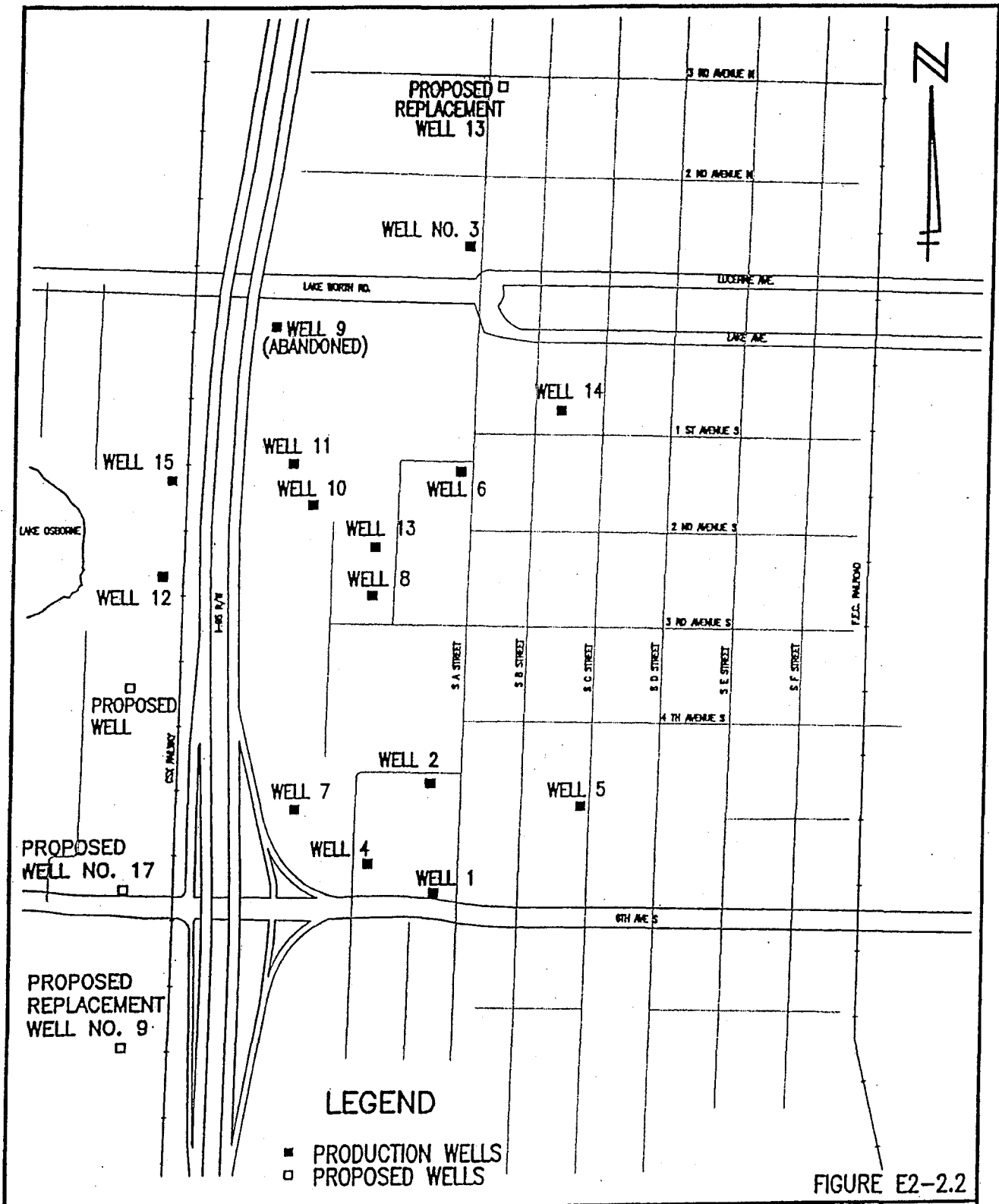


FIGURE E2-2.2

REV: _____	 <p>5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248</p>	<p>SURFICIAL AQUIFER PRODUCTION WELL LOCATIONS FOR CITY OF LAKE WORTH</p>	SCALE: NTS
FIELD: _____			DATE: APRIL 2005
DRAWN: PHF			P.A.NO. A0063.10
APPR: JRL			DR. NO. A-4254