

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b> July 20, 2010	<b>Consent [ ]</b> <b>Regular [X]</b> <b>Public Hearing [ ]</b>
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<b>Submitted By:</b> Water Utilities Department <b>Submitted For:</b> Water Utilities Department	
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**I. EXECUTIVE BRIEF**

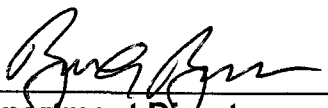

**Motion and Title:** Staff recommends motion to approve: **A)** a Settlement Agreement/Agreement for the Purchase and Sale of Bulk Potable Water with the City of Lake Worth (Settlement Agreement); and **B)** reimbursement to the City of Lake Worth for \$1,540.83 which covers one half of the costs of the conflict resolution process to arrive at the final settlement terms.

**Summary:** On May 6, 2008, Palm Beach County (County) and the City of Lake Worth (City) entered into an Agreement for the Purchase and Sale of Bulk Potable Water (Original Agreement). Pursuant to the Original Agreement, the City was to pay the County \$5,980,000 by May 6, 2009 in order to reserve permanent capacity in the County's potable water system. The City defaulted on this payment, and, shortly thereafter, initiated a conflict resolution process in accordance with Chapter 164, Florida Statutes. The conflict resolution process ultimately led to a meeting between the Board of County Commissioners and the Lake Worth City Commission on October 14, 2009. At that meeting, the governing bodies directed County and City staff to continue negotiations of a settlement. This Settlement Agreement is the result of those negotiations. Under the terms of the Settlement Agreement, the City shall pay the County \$1,144,728 for unpaid construction costs that the County expended in reliance on the Original Agreement. In addition, the City shall purchase up to 1,000,000 gallons/day of bulk potable water from the County, at a commodity rate starting at \$2.83/1,000 gallons, for a minimum of three years. The commodity rate shall be adjusted each year by an amount equal to 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. The City is required to pay for a minimum of 750,000 gallons/day, regardless of whether the City receives that amount of water. The City shall also pay the County \$220,000/year, for three (3) years, in order to temporarily reserve capacity in the County's potable water system. The City may extend the Settlement Agreement for up to an additional two (2) years, contingent upon the payment of \$220,000/year to temporarily reserve capacity. While the Settlement Agreement is intended to replace the Original Agreement, should the City default on its obligation to timely pay any of the required fees, and thereafter fail to cure said default in a timely manner, the County may terminate the Settlement Agreement, and seek enforcement of the Original Agreement by any available legal remedy. District 3 & 7 (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). On May 6, 2008 the Board approved an Interlocal Agreement (R2008-0770) with the City of Lake Worth for the purchase and sale of bulk potable water. The original Agreement provided for the City to purchase up to six (6) million gallons per day (GPD) of potable water from the County and initially purchase two (2) MGD of capacity \$5,980,000. The City was also responsible for paying a portion of the engineering and construction cost of water system improvements necessary to deliver bulk water to the points of connection. This Agreement settles a conflict between the County and City relating to this Interlocal Agreement. The County will recover engineering and construction cost and the City will purchase a reduced amount of bulk water from the County.

**Attachments:**

1. Two (2) Original Settlement Agreements

Recommended By: <u></u> <div style="text-align: center;">Department Director</div>	<u>7/8/2010</u> Date
Approved By: <u></u> <div style="text-align: center;">Assistant County Administrator</div>	<u>7/5/10</u> Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2010	2011	2012	2013	2014
Operating Expenditures	\$ 40,541.00	\$465,000.00	\$ 489,000.00	\$448,000.00	0
External Revenues	(\$1,429,728.00)	(\$995,000.00)	(\$1,033,000.00)	(\$746,000.00)	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	(\$1,389,187.00)	(\$530,000.00)	(\$544,000.00)	(\$298,000.00)	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4001 Dept 720 Unit 2535 Object various

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 1 million gallons per day of potable water, the County will receive \$220,000 per year for 3 years. Additionally, the City will be required to reimburse the County \$1,144,728 for unpaid construction costs that the County expended in reliance on the Original Agreement. Commodity Fees of \$2.83 per thousand gallons will be billed monthly based on actual usage and are subject to annual CPI adjustments (5% assumed). The City is required to pay for a minimum of 750,000 gallons/day, regardless of whether the City receives that amount of water.

C. Department Fiscal Review: Delma Morest

## III. REVIEW COMMENTS

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

*\$220,000 to be posted in 4000/720/4200/R6992*  
*\$1,209,728 to be posted in 4000/720/4200/R4366*

*[Signature]* 7/13/2010  
 OFMB

*[Signature]* 7/14/10  
 Contract Development and Control  
*E. Jones 7/14/10*

### B. Legal Sufficiency:

*[Signature]* 7/15/10  
 Assistant County Attorney

This Contract complies with our contract review requirements.

### C. Other Department Review:

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

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

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, 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**, County and City entered into an Agreement for the Purchase and Sale of Bulk Potable Water on May 6, 2008 ("Initial Agreement")(County Resolution No. R2008-0770); and

**WHEREAS**, after entering into the Initial Agreement, a dispute arose between the parties in relation to the Initial Agreement; and

**WHEREAS**, the parties have negotiated the dispute pursuant to Chapter 164, Florida Statutes, and have reached a settlement; and

**WHEREAS**, pursuant to the settlement, the parties wish to replace the Initial Agreement with this Agreement and to herein set forth the terms of the provision of bulk Potable Water service by the County to the City; and

**WHEREAS**, the parties wish to incorporate certain other terms of the settlement 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. Effective Date. This Agreement shall become effective upon approval and execution by both parties. The Effective Date of this Agreement shall be the date the Agreement is approved and executed by the Palm Beach County Board of County Commissioners.
3. Term. This Agreement shall commence on the Effective Date and continue for a term of three (3) years ("Initial Term"). This Agreement may be extended for two (2) additional one (1) year terms upon mutual agreement of the parties (each hereinafter referred to as a "Renewal Term").

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)" means 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) "City-Installed Meter" has the meaning set forth in Section 17.
- (c) "City's Potable Water System" means 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 Points of Connection.
- (d) "Commodity Fee" means the 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 Points of Connection. This fee is assessed per one thousand (1,000) gallons of Potable Water delivered by County to the Points of Connection.
- (e) "County's Potable Water System" means 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 Points of Connection.
- (f) "Effective Date" has the meaning set forth in Section 2.
- (g) "Initial Agreement" has the meaning set forth in the Whereas clauses.
- (h) "Initial Term" has the meaning set forth in Section 3.
- (i) "Leased Capacity" means temporary Potable Water capacity in the County's Potable Water System reserved through payment of a Leased Capacity Fee.
- (j) "Leased Capacity Fee" means the fee to be paid by City to County in order to purchased Leased Capacity.
- (k) "Permanent Capacity" means permanent Potable Water capacity in the County's Potable Water System reserved through payment of a Permanent Capacity Fee.
- (l) "Permanent Capacity Fee" means the fee to be paid by City to County in order to purchase Permanent Capacity.
- (m) "Points of Connection" means the locations 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 Points of Connection, with said master water meters being utilized for the measurement and payment of bulk Potable Water obtained by City.

- (n) "Potable Water" means water for human consumption which meets all applicable Federal, state, and County standards.
- (o) "Renewal Term" has the meaning set forth in Section 3.
- (p) "Settlement Fees" has the meaning set forth in Section 5.
- (q) "Unpaid Capital Costs" has the meaning set forth in Section 11.
- (r) "UPAP" means 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.

A. It is the intent of the parties that this Agreement shall settle all disputes between the parties related to the Chapter 164, Florida Statutes proceeding initiated by the City on May 13, 2009 (City Resolution 29-2009). It is further intended by the parties that this Agreement shall replace the Initial Agreement in its entirety. The County's agreement to the settlement is expressly contingent on the timely payment of the following fees by the City to the County: (1) the first year of the Leased Capacity Fee set forth in Section 7, which shall be payable within ten (10) days of the Effective Date of this Agreement; (2) the second and third year of the Leased Capacity Fee set forth in Section 7, which shall be payable within ten (10) days of the first and second anniversary dates of the Effective Date of this Agreement, respectively; (3) the Unpaid Capital Costs set forth in Section 11, payable within ten (10) days of the Effective Date of this Agreement; and (4) three years of the minimum Commodity Fee set forth in Section 9, payable on a monthly basis ("1", "2", "3" and "4" hereinafter collectively referred to as the "Settlement Fees"). The continued effectiveness of this Agreement is expressly contingent upon the timely payment of the Settlement Fees by the City. To the extent that the City defaults in the payment of the Settlement Fees, and fails to cure said default in a timely manner in accordance with Section 21 herein, the County may terminate this Agreement and seek enforcement of the terms of the Initial Agreement by any available legal remedy. The City hereby waives any right that it may have to challenge any such proceeding based on the theory that the Initial Agreement was terminated, superseded, replaced or expired.

B. Contingent upon the other party's continued compliance with this 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 Points 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. Leased Capacity. City agrees to initially lease 1,000,000 gallons per day (1 MGD), calculated on an Average Daily Flow basis, of Leased Capacity. The Leased Capacity Fee shall be \$220,000 for each

year of the Initial Term of this Agreement, for a total of \$660,000. City shall pay the annual Leased Capacity Fee (\$220,000) to the County within ten (10) days of the Effective Date or the respective annual anniversary of the Effective Date of this Agreement, as described in Section 5 above. The Leased Capacity Fee for each Renewal Option shall be \$220,000 per year.

8. Option to Purchase Permanent Capacity. At any time during the term of this Agreement, and upon a determination by the County that the County has available Permanent Capacity, the City may purchase 1 MGD of Permanent Capacity by the payment of a Permanent Capacity Fee of \$3,720,000 to the County.

9. Commodity Fee. The Commodity Fee on the Effective Date of this Agreement shall be \$2.83 per one thousand (1,000) gallons of Potable Water flowing through the Points of Connection. The Commodity Fee for the Renewal Term shall be \$2.03 per one thousand (1,000) gallons of Potable Water flowing through the Points of Connection. The Commodity Fee shall be adjusted on each yearly anniversary date of the Effective Date by an amount equal to 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. Said index will not be applied to the Commodity Fee for the Renewal Term until the one-year anniversary date of the Renewal Term. During the Initial Term and the Renewal Term, City shall be obligated to pay a minimum Commodity Fee based on 750,000 gallons per day (.75 MGD) Average Daily Flow, regardless of whether the City receives that amount of Potable Water. In the event the County either requests an interconnection be closed or, due to conditions on the County side of the connections the County is unable to provide 750,000 GPD of potable water for any reason, including a force-majeure event, then the mandatory purchase requirement of 0.75 MGD shall be waived for those days that said conditions exist.

10. Provision of Potable Water in Excess of the Leased Capacity. The parties acknowledge that the City may wish to purchase Potable Water in excess of the Leased Capacity. The parties further acknowledge that the physical limitations of the County's Potable Water System and the City's Potable Water System may limit the ability to provide Potable Water in excess of the Leased Capacity through the Point of Connection. Subject to the foregoing physical limitations, and subject to the availability of additional Potable Water in the County's Potable Water System, County may provide Potable Water in excess of the Leased Capacity to the City. The Commodity Fee for any additional Potable Water shall be the same as set forth in Section 9 above. The County is under no obligation to provide Potable Water in excess of the Leased Capacity, nor is the County under any obligation to construct any changes to the County's Potable Water System in order to provide Potable Water in excess of the City's Leased Capacity.

11. Payment of Capital Costs. The parties acknowledge that, pursuant to the County's obligations under the Initial Agreement, the County undertook certain capital projects in order to provide Potable Water service to the City, and incurred certain costs as a result of those projects. As a result of the Chapter 164 negotiations between the parties, the parties have agreed that the City's share of these capital projects is \$1,540,754.00, of which the City has previously paid to the County the amount of \$396,026.00. Therefore, the remaining payment due from the City to the County for these capital projects is \$1,144,728.00 ("Unpaid Capital Costs"). A cost breakdown of the Unpaid Capital Costs is attached hereto and incorporated herein as **Exhibit "B"**. City shall pay the Unpaid Capital Costs to the County within ten (10) days of the Effective Date of this Agreement.

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. 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.
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 other public entities.
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 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 for cause 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. 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, and to settle a dispute between the City and County, as authorized in Florida Statutes, Chapter 164. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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

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

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

32. 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: \_\_\_\_\_ Burt Aaronson, Chair

(SEAL)

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY  
By: \_\_\_\_\_ County Attorney  
APPROVED AS TO TERMS AND CONDITIONS  
By: \_\_\_\_\_ Director of Water Utilities

ATTEST:  
CITY OF LAKE WORTH, FLORIDA BY ITS CITY COMMISSION  
By: \_\_\_\_\_ Pamela J. Lopez, City Clerk  
By: \_\_\_\_\_ René A. Varela, Mayor

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY  
By: \_\_\_\_\_ Elaine A. Humphreys, City Attorney

LAKE WORTH/PALM BEACH COUNTY WUD  
POINTS OF CONNECTION EXHIBIT A



# EXHIBIT B

## Capital Costs:

16" WM Extension LW Road (Price to Kirk)	\$ 461,745.00
Build Water Service Interconnect	\$ 84,233.00
Lantana Library Oversizing	\$ 431,701.00
24" WM Lantana Rd (Military to Congress)	\$ 99,024.00
24" WM Lantana Rd (Jog to Military)	\$ 0.00
24" WM Congress/John Prince Park	\$ 197,240.00
Lake Worth WTP Upgrades	<u>\$ 266,811.00</u>
Subtotal	\$1,540,754.00
Reimbursement by LW to date	<u>(\$ 396,026.00)</u>
Total due to County	\$1,144,728.00