

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$3,504,000	0	0	0	0
Operating Expenses	0	\$87,000.00	\$90,000.00	\$94,000.00	\$98,000.00
External Revenues	(\$888,000.00)	(\$397,000.00)	(\$400,000.00)	(\$403,000.00)	(\$407,000.00)
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	\$2,616,000	(\$310,000.00)	(\$310,000.00)	(\$309,000.00)	(\$309,000.00)
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4011 Fund 721 Unit W006 Object 6502

Is Item Included in Current Budget? Yes (*) No

(*) See attached Budget Transfer

Reporting Category N/A

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

The Agreement will be funded by water and sewer user fees. The special assessment will be repaid by benefitting property owners over twenty years with interest on the unpaid balance at 6.5% *(or as otherwise set by the Board of County Commissioners)*

C. Department Fiscal Review: _____

III. REVIEW COMMENTS

Payoff loan 2,166,710
 Pipe Purchase 1,337,744
 Special Assess 3,300,000
 other (454)
6,804,000

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

Total Project is estimated to cost \$6,804,000. A special assessment fee estimated to be \$3,300,000 will be brought to the board at a later date.

 OFMB
 11/30/2010
 11/29/10
 11/24/10
 11/30/10
 pm

 Contract Development and Control
 E. J. one 11/30/10
 12/11/10

B. Legal Sufficiency:

 Assistant County Attorney
 12/2/10

This item complies with current County policies.

C. Other Department Review:

 Department Director

Continues from Page 1:

The ITID Agreement authorized the County to provide potable water, reclaimed water and wastewater services within the territorial boundaries of ITID. Pursuant to the ITID Agreement, the County agreed to purchase all of the ITID utility service infrastructure and fulfill ITID obligations for leased facilities from the City. The County will purchase a 12-inch water main generally running 8 miles along the M-Canal. The County is also receiving a license from the City to access, install, operate, repair, replace, cross and connect to this pipeline. In addition, the County will be purchasing from the City a 16-inch water main running along the north side of Northlake Boulevard and a 10-inch wastewater force main located along the south side of Northlake Boulevard.

The Bayhill area which includes the development Bayhill Estates has requested that the County provide water service to the residents through an assessment program. In order to provide water service, the County will need to purchase bulk water from the City. The Bulk Agreement provides for the sale of bulk water to the County on a take-or-pay basis, with the provision that the County can supplement the delivery of water to the Bayhill should the water pressure in the system fall below 50 psi. In addition, the County will have the ability to serve the Preserve at Bayhill development in the future once the area is fully developed. Certain properties within the County are more easily served water and wastewater services by the City. The provisions of the First Amendment allows the City to serve water and/or wastewater to certain properties (Peggy Adams Animal League and Morse Geriatrics Center) which are in areas that cannot be cost effectively served by existing County facilities.

Budget monies are being transferred from construction of the Water Treatment Plant 8 ozone improvement project. The start of construction will be delayed from FY 2011 as originally planned.

Attachment # 1

RESOLUTION NO. 409-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A FIRST AMENDMENT TO THAT INTERLOCAL AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY REGARDING WATER AND WASTEWATER SERVICE AREA; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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 economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, on December 20, 2005, County and City entered into an Interlocal Agreement Regarding Water and Wastewater Service Area (hereinafter “Service Area Agreement”)(City Resolution No. 552-05)(County Resolution No. 2005-2445); and

WHEREAS, the County wishes to amend the Service Area Agreement to allow the City to supply water to the Peggy Adams Animal League and to the Morse Geriatric Center due to the proximity of current City water mains to these facilities; and

WHEREAS, County and City wish to amend the Service Area Agreement to reflect mutually agreed revisions regarding the provision of service to these specific areas and parcels and to prevent the duplication of delivery systems;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, that:

SECTION 1: The City Commission of the City of West Palm Beach, Florida, hereby approves and authorizes the Mayor to execute that First Amendment to Interlocal Agreement Between Palm Beach County and the City of West Palm Beach Regarding Water and Wastewater Service Area (the “First Amendment”), in form and substance similar to that attached hereto as Exhibit A.

SECTION 2: Upon execution of three (3) originals of the First Amendment by the Mayor, all originals shall be forwarded to the Deputy City Attorney for forwarding to Palm Beach County for approval and execution. The Deputy City Attorney shall ensure that a fully-executed original of the First Amendment is provided to and retained by the City Clerk as a public record of the City.

RESOLUTION NO. 409-10

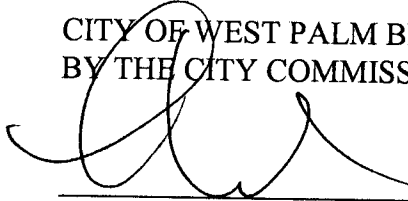
SECTION 3: This Resolution shall take effect as provided by law. The First Amendment shall be effective the date the First Amendment is approved by the Palm Beach County Board of County Commissioners and filed with the Clerk of the County Court pursuant to 163.01(11), Florida Statutes.

PASSED AND ADOPTED THIS 15th DAY OF November, 2010.

(CORPORATE SEAL)

ATTEST:

Deputy Lisa Hedge
CITY CLERK

CITY OF WEST PALM BEACH
BY THE CITY COMMISSION


PRESIDING OFFICER

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: MSL
Date: 11-15-10

2

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH REGARDING WATER AND WASTEWATER SERVICE AREA

WPB Contract No. 01658.002
City Res. No. 409-10

THIS FIRST AMENDMENT (hereinafter "Amendment"), 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 WEST PALM BEACH**, a Florida municipal corporation (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 economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, on December 20, 2005, County and City entered into an Interlocal Agreement Regarding Water and Wastewater Service Area (hereinafter "Service Area Agreement")(City Resolution No. 552-05)(County Resolution No. 2005-2445); and

WHEREAS, County and City wish to amend the Service Area Agreement to reflect mutually agreed revisions regarding the provision of service to specific areas and parcels and to prevent the duplication of delivery systems; and

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:

ARTICLE I – RECITALS

1. The foregoing statements are true and correct and are incorporated herein by specific reference.

ARTICLE 2 – SERVICE TO BAY HILL AREA

2.1. Bay Hill Area Water/Wastewater Service. As set forth in the Service Area Agreement, County will remain the retail provider of water and wastewater service to those developments commonly known as Bay Hill Estates and the Preserve at Bay Hill, the boundaries of both of which are specifically depicted in **Attachment 1**, which is attached hereto and incorporated

herein (collectively, the “Bay Hill Area”). County shall purchase bulk potable water from the City to be used to provide retail potable water to the Bay Hill Area. City and County shall enter into a separate agreement for bulk potable water to the Bay Hill Area (“Bulk Agreement”). A copy of the Bulk Agreement is attached hereto as **Attachment 6**. It is the intention of the parties that the effective date of this Amendment shall be the effective date of the Bulk Agreement, and, that the effectiveness of this Amendment is contingent upon the effectiveness of the Bulk Agreement, and that the effectiveness of the Bulk Agreement is contingent upon the effectiveness of this Amendment.

2.2 Preserve at Bay Hill. Within twenty (20) days of the effective date of this Amendment, City shall convey or assign to the County any water and wastewater facilities or easements within the Preserve at Bay Hill that have already been transferred, conveyed, or dedicated to the City. City shall convey the facilities and easements in a form acceptable to the County.

ARTICLE 3 – PEGGY ADAMS ANIMAL LEAGUE/MORSE GERIATRIC CENTER

3.1 Service Area Amendment. The parties wish to amend the Service Area Agreement in order to permit the City to provide retail water and/or wastewater service to two parcels currently within the County’s service area. Exhibit A-1 and Exhibit A-2 to the Service Area Agreement are hereby amended to permit City to provide retail wastewater service to the property described and depicted in **Attachment 2** (hereinafter “A.L. Property”), which is attached hereto and incorporated herein, and also to permit City to provide retail water and wastewater service to the property described and depicted in **Attachment 3** (hereinafter “Morse Property”), which is attached hereto and incorporated herein. **Attachments 4 and 4A**, attached hereto and incorporated herein, shall amend and replace Map A-12 of Exhibit A-1 to the Service Area Agreement, and **Attachment 5** shall replace Map A-11 of Exhibit A-1 to the Service Area Agreement. For the purpose of water and wastewater service to the A.L. Property and the Morse Property only, **Attachments 4 and 4A** and **Attachment 5** shall supersede the legal description set forth in Exhibit A-2 to the Service Area Agreement.

3.2 Water Interconnect. City and County agree to design and install, at equally shared cost, a Potable Water Service Emergency Interconnect in the area of the A.L. Property. The interconnect shall be constructed in accordance with the terms and conditions set forth in a separate agreement between the parties.

ARTICLE 4 – ITID BULK TERRITORY

4.1 Bulk Territory. Contemporaneous with this First Amendment, the County and City intend to enter into an Interlocal Agreement regarding the sale of utility facilities to the County, including the mains leased to Indian Trails Improvement District (ITID) by the City. The parties agree that the City shall retain the “City-ITID Bulk Territory” solely for the ability to sell to the County, at County’s sole discretion to purchase, bulk water to serve properties within the Indian Trails Improvement District. Such bulk water sales shall be formalized by separate written agreement between the County and City.

ARTICLE 5 – MISCELLANEOUS

5.1 Effective Date. This Amendment shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Palm Beach County.

5.2 Effect of Amendment. All other provisions of the Service Area Agreement dated December 20, 2005, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

5.3 Counterparts. The parties shall execute three (3) originals of this Amendment. This Amendment may be executed in counterpart with the same effect as if all the parties signed the same document.

5.4 Inspector General. Pursuant to County Ordinance No. 2009-049, as amended, Palm Beach County's Officer of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with Palm Beach County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

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

ATTEST:

Clerk

PALM BEACH COUNTY,
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
~~Burt Aaronson, Chair~~

(SEAL)

Karen T. Marcus, Chair

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

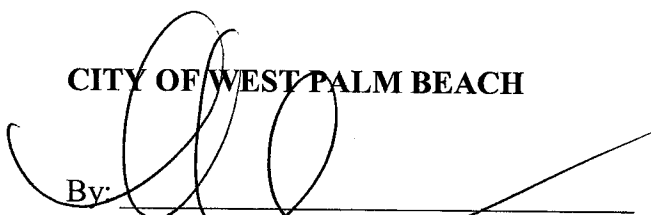
By:  _____
County Attorney

By: _____
Director of Water Utilities

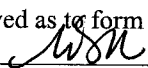
ATTEST:

CITY OF WEST PALM BEACH

 _____
Deputy City Clerk

By:  _____
Lois J. Frankel, Mayor

(SEAL)

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By:  _____
Date: 11-15-10

ATTACHMENTS

Attachment 1	Bay Hill Area
Attachment 2	A.L. Property
Attachment 3	Morse Geriatric Property
Attachment 4	Map A-12 – Potable Water Service Area Map
Attachment 4A	Map A-12 – Wastewater Service Area Map
Attachment 5	Map A-11 - Potable Water and Wastewater Service Area Map
Attachment 6	Copy of Bulk Agreement

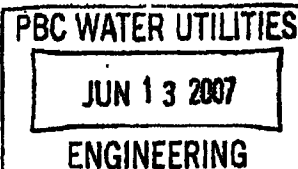
Attachment 1
Bayhill Estates and Preserve at Bayhill



ATTACHMENT #2

EXHIBIT "A"

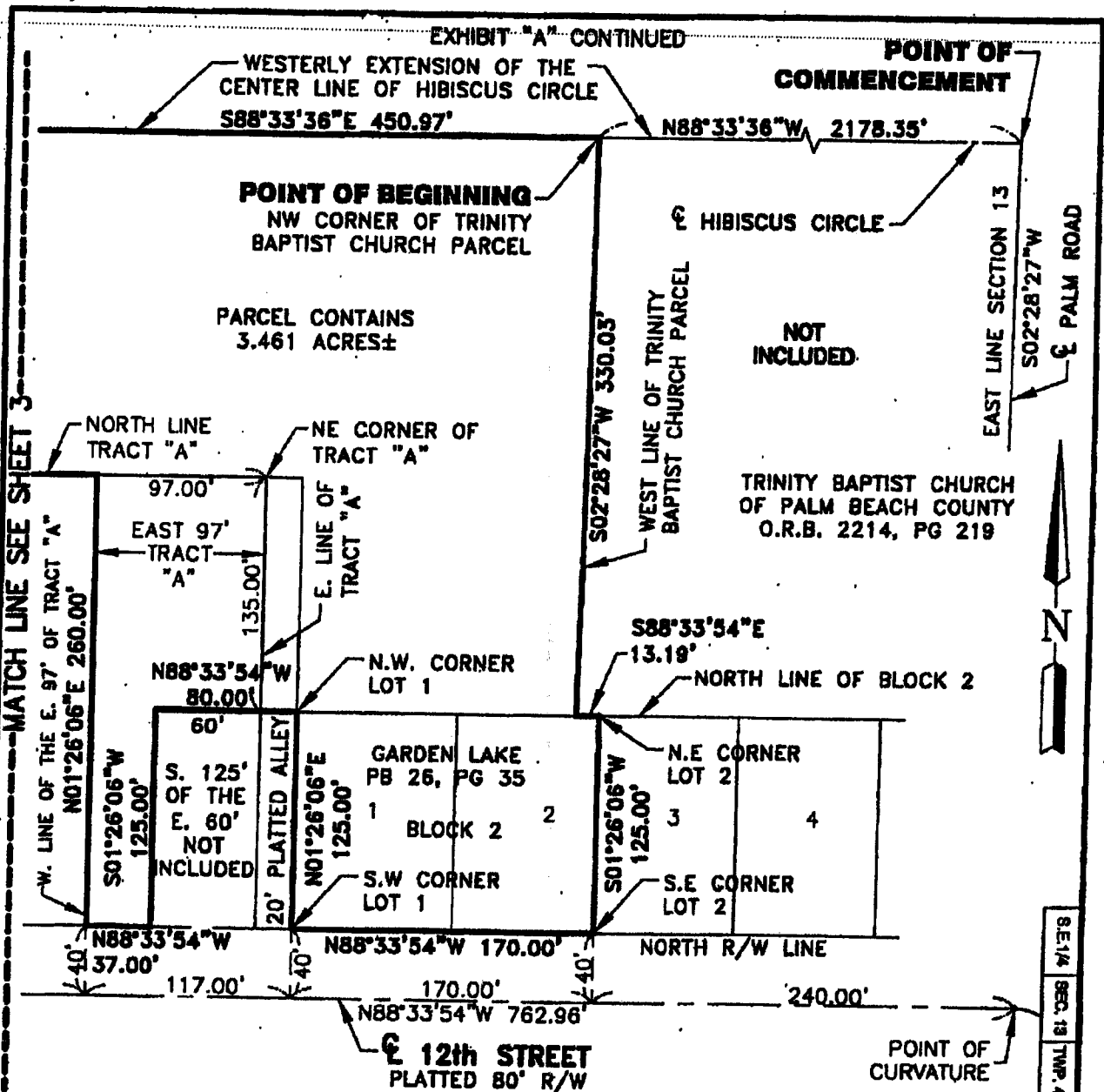
LEGAL DESCRIPTION



A parcel of land in Section 13, Township 43 South, Range ~~42 East~~, Palm Beach County, Florida, said parcel being more particularly described as follows:

COMMENCING at the intersection of the center line of Hibiscus Circle and the center line of Palm Road as shown on the plat of GARDEN LAKE recorded in Plat Book 26 at Page 35, Public Records of Palm Beach County, Florida; thence North $88^{\circ}33'36''$ West (state plane grid bearing datum) along said center line of Hibiscus Circle and the westerly extension thereof, 2178.35 feet to the POINT OF BEGINNING being the northwest corner of the Trinity Baptist Church of Palm Beach County, Inc. parcel as recorded in Official Record Book 2214, Page 219 Public Records of Palm Beach County, Florida; thence South $02^{\circ}28'27''$ West along the west line of said Trinity Baptist Church parcel, 330.03 feet to the north line of Block 2, GARDEN LAKE; thence South $88^{\circ}33'54''$ East along the north line of said Block 2, a distance of 13.19 feet to the northeast corner of Lot 2, Block 2, GARDEN LAKE; thence South $01^{\circ}26'06''$ West, perpendicular to the previous course along the east line of said Lot 2, a distance of 125.00 feet to the southeast corner of said Lot 2; thence North $88^{\circ}33'54''$ West perpendicular to the previous course along the south line of Lots 1 and 2, Block 2, a distance of 170.00 feet to the southwest corner of Lot 1, Block 2; thence North $01^{\circ}26'06''$ East perpendicular to the previous course along the west line of said Lot 1, a distance of 125.00 feet to the northwest corner of said Lot 1; thence North $88^{\circ}33'54''$ West perpendicular to the previous course along the westerly extension of the north line of Block 2, a distance of 80.00 feet to the northwest corner of the south 125 feet of the east 60 feet of Tract "A", GARDEN LAKE; thence South $01^{\circ}26'06''$ West perpendicular to the previous course along the west line of the south 125 feet of the east 60 feet of said Tract "A", a distance of 125.00 feet to the south line of Tract "A"; thence North $88^{\circ}33'54''$ West perpendicular to the previous course along the south line of said Tract "A", 37.00 feet to the west line of the east 97 feet of said Tract "A"; thence North $01^{\circ}26'06''$ East perpendicular to the previous course along the said west line, 260.00 feet to the north line of Tract "A"; thence North $88^{\circ}33'54''$ West perpendicular to the previous course along the north line of Tract "A", 173.06 feet to a point on the east right of way line of Military Trail, said point being 60 feet east of and parallel with the west line of the southeast quarter of Section 13; thence North $01^{\circ}59'20''$ East along said east right of way line, 195.03 feet to the westerly extension of the center line of said Hibiscus Circle; thence South $88^{\circ}33'36''$ East along said westerly extension, 450.97 feet to the POINT OF BEGINNING.

LS 6270A
SHEET 1 OF 3



S.E. 1/4
SEC. 13
TWP. 43
RNG. 42

P:\00072A-PEGGY ADAMS ANIMAL RESCUE LEAGUE\sketch.dwg, 08/23/07 3:45:32 PM, A & B ENGINEERING, INC.

THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY. THE BEARINGS, AS SHOWN HEREON, REFER TO THE STATE PLANE GRID DATUM; THE WEST LINE OF THE S.E. 1/4 OF SECTION 13 BEING NORTH 01°59'20" EAST (N.A.D. 1972, FREE ADJUSTMENT)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.029, FLORIDA STATUTES.
A & B ENGINEERING, INC. L.B. 604

BY: 
DENNIS PAINTER
REGISTERED LAND SURVEYOR, FLORIDA CERTIFICATE NO. 3542
A & B ENGINEERING, INC.
formerly known as Adair & Brady, Inc.
CONSULTING ENGINEERS - LAND SURVEYORS



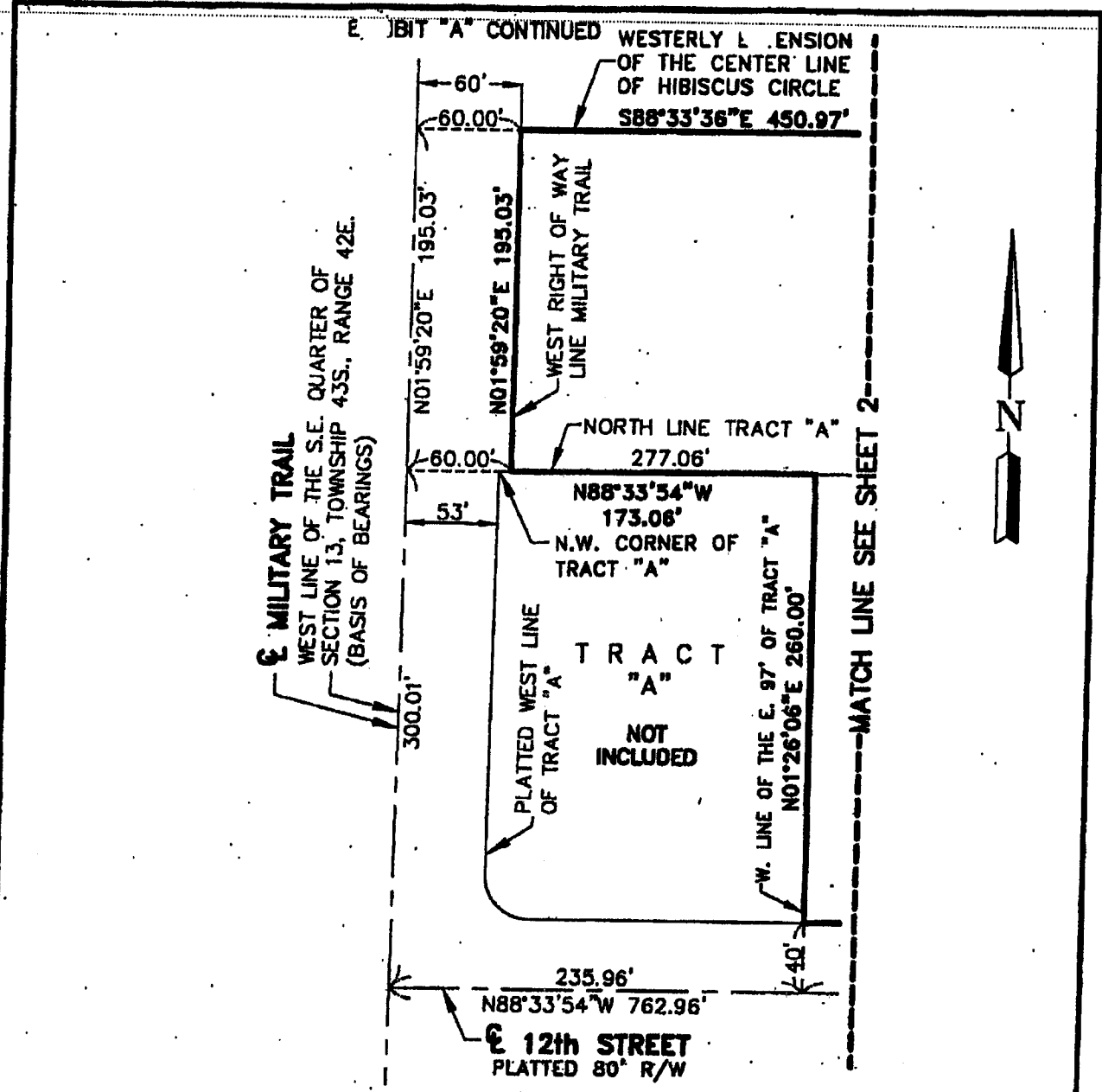
3461 FAIRLANE FARMS ROAD OFFICE: (561) 383-7480
WELLINGTON, FLORIDA 33414 FAX: (561) 383-7488

NOT VALID WITHOUT SURVEYORS SEAL AFFIXED.

REF: FP-1466B SHEET 2 OF 3

SKETCH AND LEGAL DESCRIPTION OF PEGGY ADAMS ANIMAL RESCUE LEAGUE PARCEL		
DRAWN:D.B.	DATE	PROJECT 00072B
FIELD:	06/05/07	LS 6270A
F.B.	SCALE	
PAGE:	1"=80'	

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THIS SKETCH DOES NOT REPRESENT A BOUNDARY SURVEY.

THE BEARINGS, AS SHOWN HEREON, REFER TO THE STATE PLANE GRID DATUM; THE WEST LINE OF THE S.E. ¼ OF SECTION 13 BEING NORTH 01°59'20" EAST (N.A.D. 1972, FREE ADJUSTMENT)

REF: FP-1466B SHEET 3 OF 3

SKETCH AND LEGAL DESCRIPTION OF PEGGY ADAMS ANIMAL RESCUE LEAGUE PARCEL		
DRAWN: D.B.	DATE	PROJECT 00072B
FIELD:	06/05/07	LS 6270A
F.B.	SCALE	
PAGE:	1" = 80'	



A & B ENGINEERING, INC.
 formerly known as Adair & Brady, Inc.
 CONSULTING ENGINEERS • LAND SURVEYORS
 3461 FAIRLANE FARMS ROAD OFFICE: (561) 383-7480
 WELLINGTON, FLORIDA 33414 FAX: (561) 383-7485

LEGAL DESCRIPTION

ATTACHMENT 3

A CERTAIN PARCEL OF LAND, SAID PARCEL LYING IN TRACTS "A", "B", AND "S-1", MORSE SENIORS CAMPUS, AS RECORDED IN PLAT BOOK 99, PAGES 24-26, SAID MORSE SENIORS CAMPUS ALSO BEING A REPLAT OF J. MORSE GERIATRIC CENTER, AS RECORDED IN PLAT BOOK 60, PAGES 51 AND 52, BOTH PLATS BEING ON FILE IN THE OFFICE OF THE CLERK OF THE COURT, IN AND FOR, PALM BEACH COUNTY, FLORIDA.

SAID PARCEL ALSO LYING IN SECTION 12, TOWNSHIP 43 SOUTH, RANGE 42 EAST.

SAID PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST (SW) CORNER OF THE AFORESAID PLATS OF J. MORSE GERIATRIC CENTER AND MORSE SENIORS CAMPUS; THENCE N 01°29'02" E, ALONG THE WEST LINE OF SAID PLATS, SAID LINE ALSO BEING THE EAST RIGHT OF WAY (R/W) LINE OF HAVERHILL ROAD, A DISTANCE OF 190.00' TO THE POINT OF BEGINNING;

THENCE CONTINUE N 01°29'02" E, ALONG THE AFORESAID PLAT AND R/W LINE, A DISTANCE OF 475.15' TO THE NORTHWEST (NW) CORNER OF THE AFORESAID PLAT OF J. MORSE GERIATRIC CENTER; THENCE S 88°11'46" E, ALONG THE NORTH LINE OF SAID J. MORSE GERIATRIC CENTER, A DISTANCE OF 390.00'; THENCE S 01°29'02" W, ALONG A LINE WHICH LIES 390' EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE AFORESAID WEST LINE OF J. MORSE GERIATRIC CENTER AND MORSE SENIORS CAMPUS, A DISTANCE OF 474.94' TO A POINT WHICH LIES ON THE NORTH LINE OF THAT 80' UTILITY EASEMENT AS PER THE AFORESAID PLAT OF MORSE SENIORS CAMPUS; THENCE N 88°13'41" W, ALONG SAID EASEMENT LINE, A DISTANCE OF 390.00' TO THE POINT OF BEGINNING.

CONTAINS 4.25 ACRES, MORE OR LESS.

LEGEND

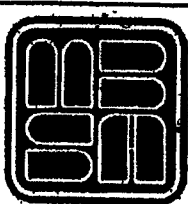
- P.C.P. - PERMANENT CONTROL POINT
- P.R.M. - PERMANENT REFERENCE MONUMENT
- IR & C. - IRON ROD & CAP
- IR - IRON ROD (NO HOLDER)
- IRP - IRON PIPE (NO HOLDER)
- CM - CONCRETE MONUMENT
- P.K. - PARKER-KALON SURVEY NAIL
- N & T.I. - NAIL & TIN TIN
- P.C. - POINT OF CURVATURE
- P.T. - POINT OF TANGENCY
- P.C.C. - POINT OF COMPOUND CURVATURE
- P.R.C. - POINT OF REVERSED CURVATURE
- PI - POINT OF INTERSECTION
- C - CALCULATED
- M - MEASURED
- P - PLAT
- FND - FOUND
- CONC. - CONCRETE
- R/W - RIGHT OF WAY
- C.L. - CENTERLINE
- P.L. - PROPERTY LINE
- P.F. - FINISHED FLOOR
- E - ELEVATION
- PROP. - PROPOSED
- U.T. - UNDER CONSTRUCTION
- U.E. - UTILITY EASEMENT
- D.E. - DRAINAGE EASEMENT
- E.P. - EDGE OF PAVING
- L.A.E. - LIMITED ACCESS EASEMENT
- T.O.B. - TOP OF BANK
- R - RADIUS
- L - ARC LENGTH
- Δ - CURVE DELTA
- M.C. - MANHOLE
- C.B. - CATCH BASIN
- P.H. - FIRE HYDRANT
- M.E. - MAINTENANCE EASEMENT
- S/W - SIDEWALK
- ASPH. - ASPHALT
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMBINGMENT
- N - NORTH
- S - SOUTH
- E - EAST
- W - WEST
- ST. - STREET
- RD. - ROAD
- AVL. - AVENUE
- BLVD. - BOULEVARD
- P.L. - PLAT BOOK
- O.R.B. - OFFICIAL RECORD BOOK
- D.B. - DEED BOOK
- P.G. - PAGE
- R.P.B. - ROAD PLAT BOOK
- P.B.C. - PALM BEACH COUNTY
- D. - DESCRIPTION
- R.E. - ROOF EASEMENT

SURVEY NOTES

- 1.) THIS IS NOT A BOUNDARY SURVEY
- 2.) BEARINGS HEREON BASED UPON THE NORTH LINE OF J. MORSE GERIATRIC CENTER, PB 60, PG. 51, PLATTED BEARING BEING S 88°11'46", ALL BEARINGS ARE RELATIVE THERETO.

JONATHAN T. GILBERT
FLORIDA P.S.M. #5604

NOT VALID WITHOUT THE RAISED SEAL AND SIGNATURE OF THE SURVEYOR HEREON.



MICHAEL B. SCHORAH AND ASSOCIATES
1850 FOREST HILL BOULEVARD, SUITE 201
WEST PALM BEACH, FL 33406
LB# 2438 PHONE : (561) 968-0080

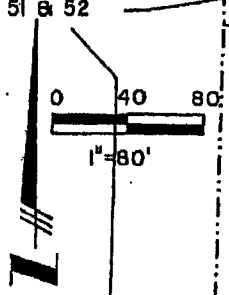
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PAGE: NA	CHECKED: JTG	_A.DWG

MORSE PROPERTY
ADDITIONAL CITY OF WEST PALM BEACH
WATER AND WASTEWATER UTILITY SERVICE AREA

JOB NO. 1405

SHEET NO. 1 OF 2

N.W. CORNER OF
J. MORSE GERIATRIC
CENTER P.B. 60,
PGS 51 & 52



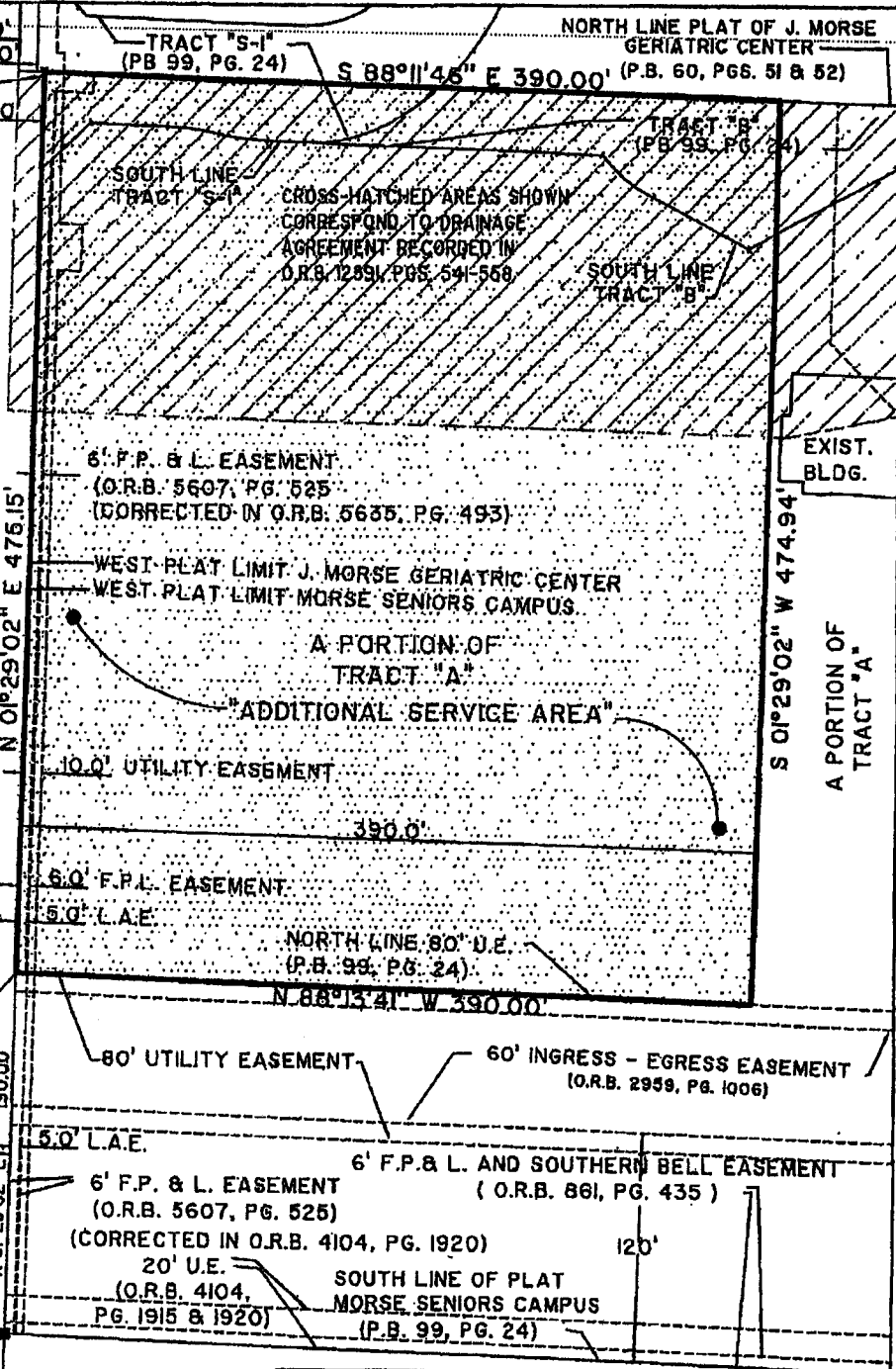
PLAT OF GALILEE
(PLAT BOOK 73, PAGE 13)

WEST R/W LINE HAVERHILL RD.

HAVERHILL ROAD (PUBLIC ROAD R/W)

P.O.C.
THE S.W. CORNER OF J. MORSE
GERIATRIC CENTER (P.B. 60, PG. 51)
AND THE S.W. CORNER OF MORSE
SENIORS CAMPUS (P.B. 99, PG 24)

WEST 1/4 CORNER
SECTION 12/43/42



MICHAEL B. SCHORAH AND ASSOCIATES
1850 FOREST HILL BOULEVARD, SUITE 201
WEST PALM BEACH, FL 33406
B# 2438 PHONE : (561) 968-0080

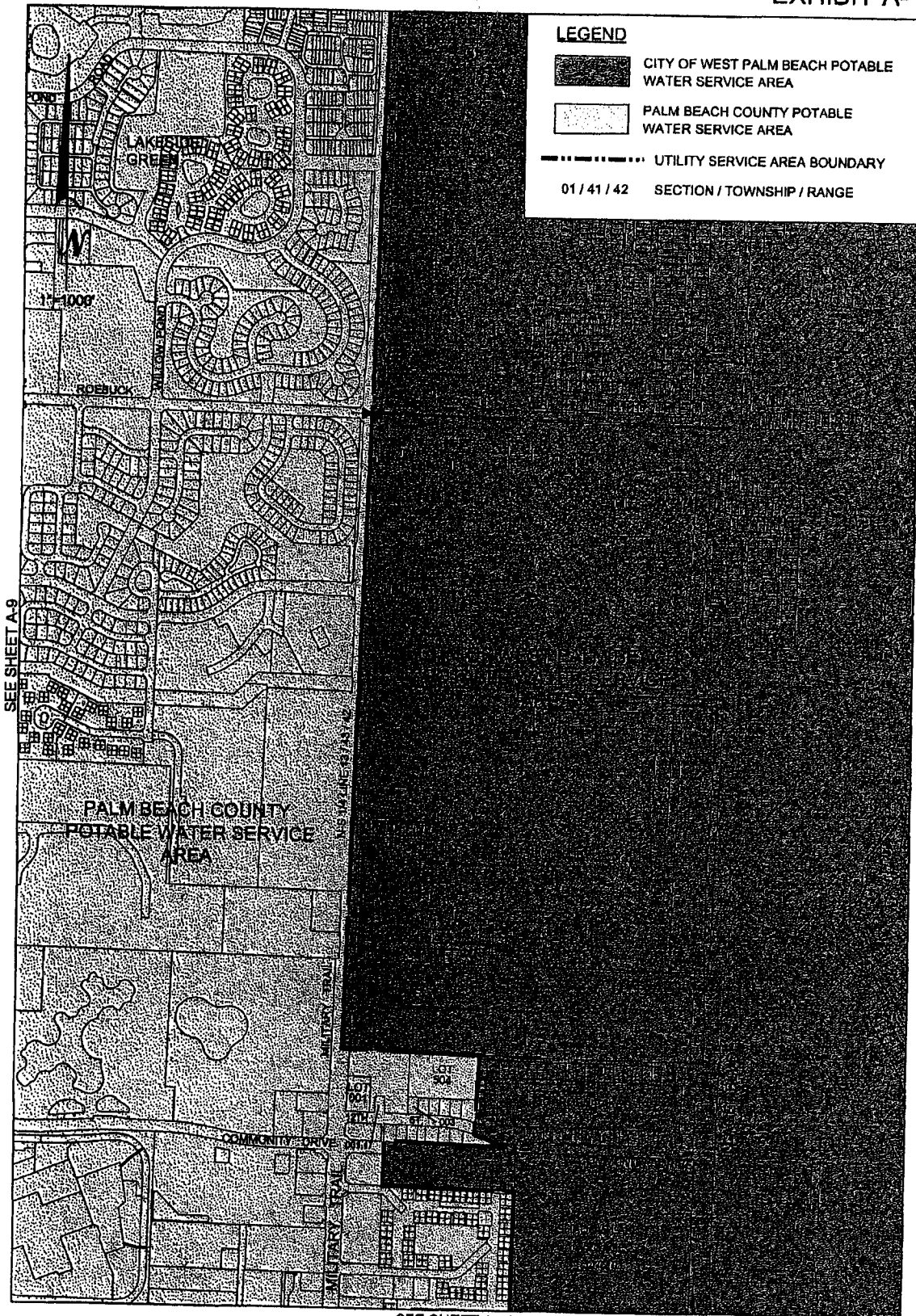
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PAGE: N.A.	CHECKED: JTG	JTG_ADWG

MORSE PROPERTY
ADDITIONAL CITY OF WEST PALM BEACH
WATER AND WASTEWATER UTILITY SERVICE AREA

POTABLE WATER SERVICE AREA MAP A-12

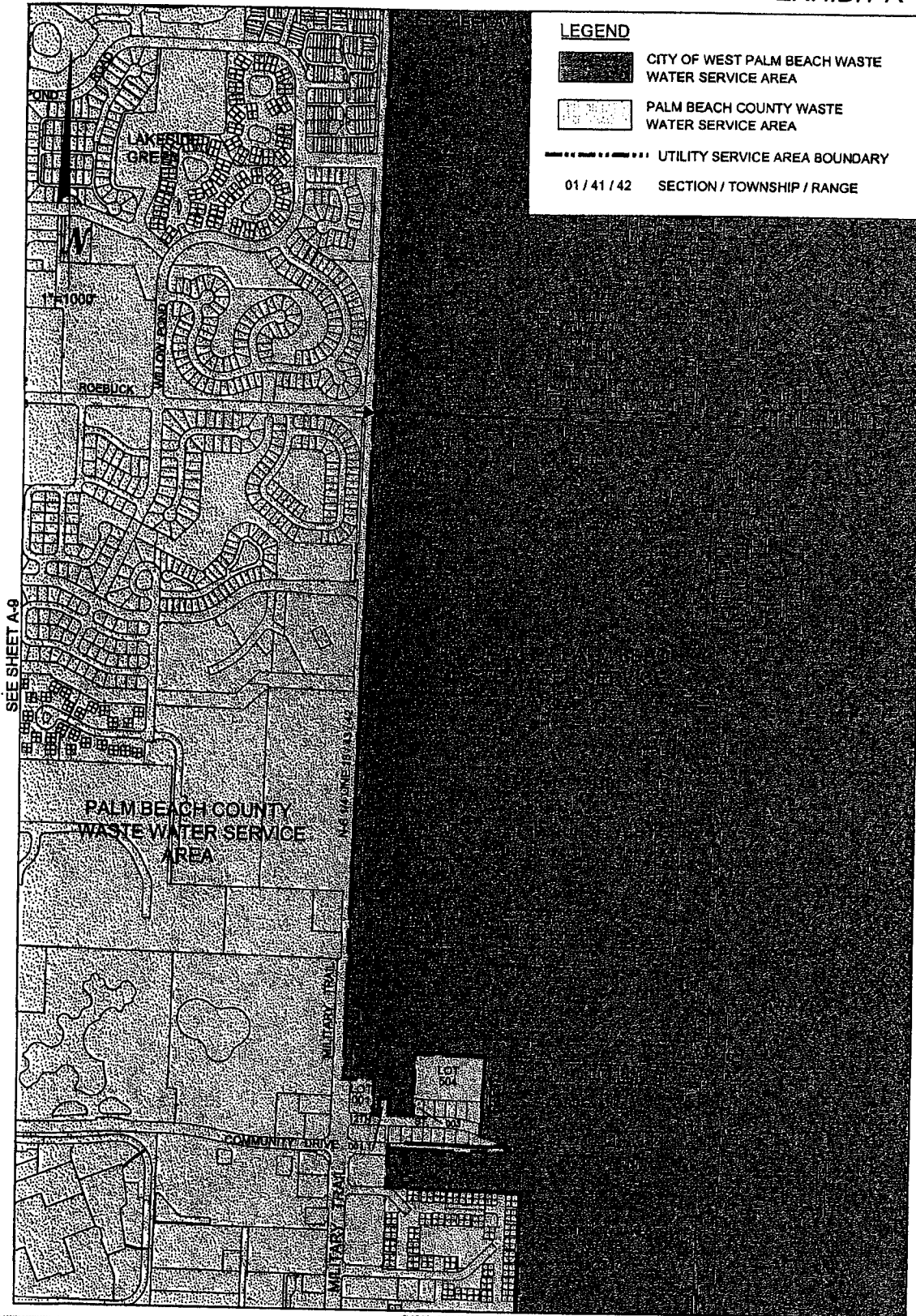
ATTACHMENT #4

EXHIBIT A-1



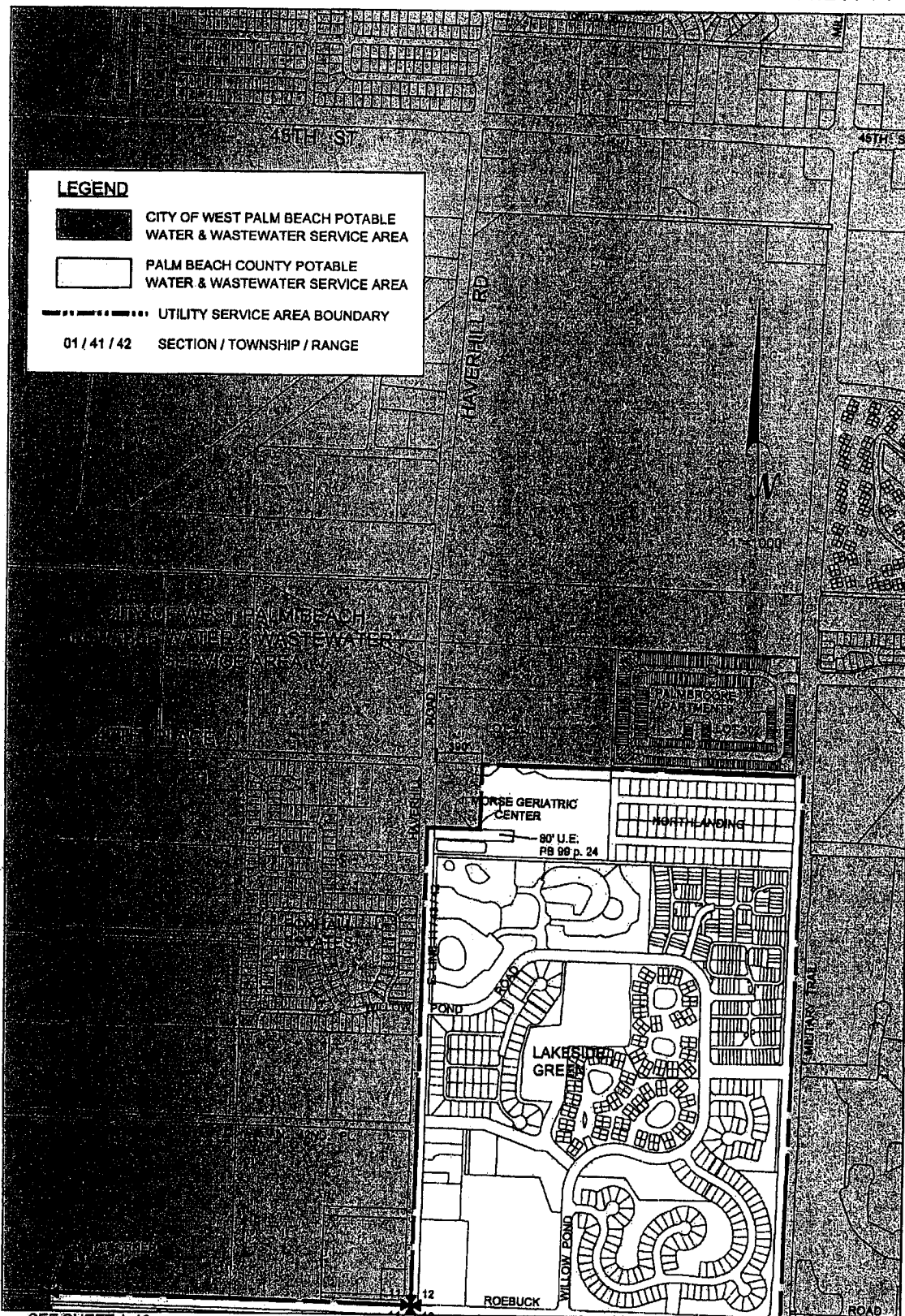
WASTE WATER SERVICE AREA MAP A-12

EXHIBIT A-1(a)



POTABLE WATER & WASTEWATER SERVICE AREA MAP A-11

EXHIBIT A-1



ATTACHMENT #6

**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY AND THE CITY OF WEST PALM BEACH
for WHOLESALE/BULK WATER PURCHASE**

WPB Contract No. 09209
City Res. No.

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2010, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County") whose address is 301 N. Olive Avenue, 12th Floor, West Palm Beach, Florida 33401, and the **CITY OF WEST PALM BEACH**, a Florida municipal corporation (hereinafter "City") whose address is 401 Clematis Street, West Palm Beach, Florida 33401.

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 economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the County desires to purchase bulk water from City to serve the Bay Hill Area (as identified in **Attachment 1**, attached hereto and incorporated herein) and City desires to provide such water supply over an extended period of time.

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, City and County agree as follows:

A. TERM

1. This Agreement shall be in effect until September 30, 2030 and will be automatically renewed for subsequent terms of five (5) years unless either party gives at least one-hundred eighty (180) days written notice prior to the expiration of current term.

B. WATER QUANTITY COMMITMENT

1. City will commit to make available, sell and deliver treated potable water from City's water system to County's Bay Hill Area, at delivery points established by the parties pursuant to this Agreement, in the following amounts, and the County agrees to purchase such treated potable water on a take or pay basis, pursuant to the terms of this Agreement, as determined on an average daily flow basis, calculated monthly:
 - Beginning December 1, 2010, 75,000 gallons per day.
 - Beginning October 1, 2011, 100,000 gallons per day.
 - Beginning October 1, 2012, 125,000 gallons per day.
 - Beginning October 1, 2013, 150,000 gallons per day.
2. Except as limited by other conditions of this Agreement, County shall purchase from City treated water in daily quantities up to the commitment provided by this Agreement. County may purchase quantities above the commitment for peak demands or emergency use only if City can provide the additional quantity without affecting City's commitment to its other customers regarding quantity, pressure, or quality, as determined in the sole discretion of City.
3. The capacity commitment of this Agreement is an essential condition of this Agreement. Notwithstanding any single allowance by City for additional supply under Section B.2 of this Agreement, City is never obligated to supply future water to County for any reason in excess of the capacity committed in Section B.1, as it may be amended by formal written amendment.
4. County may renegotiate the fixed volume amount upward with City anytime during the term of this Agreement upon thirty (30) days written notice to the West Palm Beach Public Utilities Director, who shall negotiate in good faith within 30 days of receiving the request for a new fixed volume monthly amount, provided the City can provide such additional quantity, as determined in the sole discretion of City.
5. If County requires a higher commitment of water supply for any purpose, or as a result of drought conditions, the City may commit such additional supply through a written amendment of this Agreement to increase the capacity committed under Section B.1 and a corresponding increase in the monthly fixed fee as stated in Section C.1.

If County fails to request an amendment to this Agreement but establishes a recurring pattern of water use beyond the commitment stated in Section B.1 (as may be amended), City may request that this Agreement be amended to increase the commitment accordingly. A recurring pattern of water use beyond the

commitment is when County exceeds the capacity commitment in B.1, five (5) times in a calendar year and not pursuant to Section B.2. If, in the City's sole discretion, the City can provide additional quantity to the County, the City shall send County written notice of the intent to renegotiate this Agreement. Upon County's receipt of said notice both parties shall have ninety (90) days to enter into good faith negotiations (the "Negotiation Period"). City shall have no obligation to provide water in any amounts above the commitment quantity during the Negotiation Period, or thereafter if an amendment is not negotiated.

6. County, in its sole discretion, may utilize the water purchased under this Agreement within or outside the boundaries of the Bay Hill Area.

C. COST OF SERVICE

1. County shall pay to City a fixed fee each month based on the meter size installed to serve the Bay Hill Area with bulk potable water, and shall also pay to City a water volume charge based on the actual metered water flow from City to County through Bay Hill Area bulk meter. City has established by Resolution both a monthly fixed fee and the water volume charge for wholesale/bulk customers, which rates are subject to change as approved by the City Commission. The rates in effect as of the Effective Date of this Agreement are attached in **Attachment 2**. Volume charges shall include a volumetric rate – operations and capacity fee component. The City's surcharge for service outside of the City's geographic boundaries shall not be applied to the rates charged to the County under this Agreement. Any increase to the rates charged under this Agreement shall be limited to increases approved by the City Commission that are applicable to other bulk service customers. Upon any increase to the rates, other than the annual escalation already approved by the City Commission by Resolution No. 245-10, County may request, and City shall provide the County with a cost of service study justifying such rates. Notwithstanding the foregoing, the County will not contest any rates supported by a cost of service study and approved by the City Commission.
2. City shall bill County monthly. Should County fail to pay its water bill on time as outlined in the City policies, and further fail to pay after fifteen (15) days written notice of delinquency, County shall be responsible for all fees and charges regarding delinquent accounts as set forth in City's Water Policies and/or Resolutions. If County fails to pay its water bill in ninety (90) days after receipt of the notice of delinquency, the City may terminate service and this Agreement. In the event of termination under this paragraph, County agrees to pay a sum equal to 36 months of service costs (based on the prior 3 months) as an Agreement buyout, and shall pay such sum within 30 days of the Agreement termination date.
3. In the event the County exceeds the commitment capacity in Section B.1 without a formal written amendment revising same, in addition to the fees and charges due

for such water, the County shall pay an additional fee equal to 20% of the water volume charge for that volume of water exceeding the commitment capacity.

D. DELIVERY POINTS

1. City recognizes County as a customer of City's and agrees to provide County with water at the following metered points, unless a change is otherwise agreed in writing by the parties: meter at Northlake Boulevard and meter at Ibis (hereinafter the "Points of Connection.")
 - A. The County shall design and construct, at its sole cost, interconnect facilities with the City's water transmission system at a location east of the intersection of Northlake Boulevard and Bay Hill Drive,
 - B. The County shall construct, at its sole cost, interconnect facilities with the City's water transmission system within Common Area 1 of the Ibis Golf and Country Club Plat No. 7, recorded in Palm Beach County Plat Book 67, Page 152, which is near the intersection of Sandhill Way West and Eagle Terrace. The County shall design and obtain appropriate permits for the Ibis interconnect. The Ibis interconnect shall conform with all requirements for a consecutive water system interconnect, as defined by applicable laws, rules, and regulations.
2. The Points of Connection shall be under the ownership and control of City. The City shall have the right to test the meter(s) at the Points of Connection for accuracy, calibrate, repair or replace meters or modify the metering assembly as established by AWWA Standards and Rule 25-30.262, Florida Administrative Code.
3. Should the County require a bench or field test of the meters, the County shall pay all costs related to the testing, including but not limited to, the cost of acquiring and installing a replacement meter on a temporary basis. However, if the meter is found to register outside the prescribed accuracy limits, pursuant to Rule 25-30.262, Florida Administrative Code, then all costs of the testing and replacement meter shall be borne by the City. Billings shall be adjusted accordingly as a result of incorrect meter readings. The City may utilize estimated corrected billings based on an average of six (6) preceding readings, exclusive of incorrect readings, if available.
4. The water supplied at the Points of Connection shall be at a reasonably consistent pressure not less than 50 psi under average flow conditions. County may supplement water supply to the Bay Hill Area with its own water should the pressure at the Points of Connection drop below 50 psi.

5. Water shall be considered the property and responsibility of the County once it has passed through the meters at the Points of Connection.

E. DUTIES OF THE CITY OF WEST PALM BEACH

1. City shall at all times operate and maintain its system in a good state of repair so that County may rely upon the delivery of a dependable source of water for redistribution to its customers, normal service interruptions excepted.
2. City may at any time propose improvements to the water system (such as a new booster pump or a pressure sustaining valve), which increases or decreases the consistent pressure provided subject to the minimum pressure specified above, and must give County the same notice as retail customers, in accordance with City Public Utilities Department Policies, before implementing such system improvements. Notwithstanding this paragraph, City shall still be required to meet the pressure requirements set forth in Section D.4.

F. DUTIES OF THE CUSTOMER – COUNTY OF PALM BEACH

1. County shall install and maintain, at its sole expense, all necessary backflow devices at the Points of Connection as required by City in its Water Policies, as amended. City reserves the right to inspect and to require County to test, repair and replace any backflow devices as required with such replacements and/or repairs being charged to and paid by County.
2. County shall be held liable for any detrimental backflow occurrence into City's water system and, to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes, County shall indemnify City for all costs associated with a backflow occurrence.

G. LIMITATIONS ON SERVICE

1. Limitations in the delivery of water to County shall include all limitations provided by City's current Water Policies.
2. At its sole discretion, City may temporarily reduce or terminate flow to County if City needs to perform repair work or it is necessary in the interest of public health and safety. In no event shall the City be held liable for reduction or suspension of service to County caused by repair work or to actions necessary to protect the public health and safety.
3. In the event of an emergency the City's commitment stated in B.1 of this Agreement shall not apply. Normal line breaks and failures may occur and natural disaster and other matters beyond the control of City may occur. In the event of the interruption of service caused by such events, the obligation of City shall be to

make such repairs as reasonably as possible so that the delivery of water to County will not be unnecessarily interrupted nor the failure to deliver water prolonged for an unreasonable period of time taking into consideration the nature and extent of the damage to City's lines and facilities and available resources. In the event a reduction in the supply of water is necessary, the City agrees that County shall not be treated differently from other similar wholesale/bulk customers nor shall its supply of water be denied or reduced except for good reason. In no event, however, shall the City be held liable for said reduction or suspension of service to County due to an emergency. In the case of a reduction of the provision of water in accordance with this paragraph, the County's take or pay provisions shall be reduced during the period of the emergency to the actual water volume provided by the City to the County.

4. In the event the South Florida Water Management District or other governmental unit with just cause and authority declares a drought/water shortage, then the City shall have the right to restrict service to the County by the same percentage, level and/or manner as the City restrict service to its retail customers, and may adjust rates in the same manner as rates may be adjusted for its retail customers, or as otherwise approved by the City Commission. The County shall enforce watering restrictions and watering days as established by the South Florida Water Management District and the City of West Palm Beach. In the case of a reduction of the provision of water in accordance with this paragraph, the County's take or pay provisions shall be reduced during the period of the drought/water shortage to the actual water volume provided by the City to the County.
5. City has the right to immediately suspend this Agreement for cause and terminate water service when public health or safety is endangered due to County's system not operating in accordance with the Florida Administrative Code regulations governing Public Water Systems.

H. EFFECTIVE DATE

1 This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Palm Beach County.

I. GENERAL PROVISIONS

1. City hereby acknowledges that County is purchasing bulk water under this Agreement for resale to its retail customers. City implies no warranty and shall have no responsibility for water quality or quantity beyond County's metered delivery point(s).
2. If requested by the County, the City will obtain a bacteriological water analysis on a sample of water taken from its water distribution system and shall submit the

result of said analysis to the County. The County shall be responsible for the cost of such water analysis if the results meet Florida Health Department standards.

3. County shall provide City a minimum advance written notice of thirty (30) days prior to activating any new water supply source or new purchased water source.
4. To the extent allowed by law and subject to the limitations of Section 768.28, Florida Statutes, County shall indemnify and hold harmless City and its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of County, its employees, or agents in connection with this Agreement. To the extent allowed by law and subject to the limitations of Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, employees and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence or willful misconduct of the City, its employees or agents in connection with this Agreement. The City shall have no third party liability to any water customer of the County and, to the extent allowed by law and subject to the limitations of Section 768.28, Florida Statutes, the County shall hold the City harmless for any and all claims or damages asserted or made by any County customer or in any way related to this Agreement.
5. This Agreement shall not be construed as a purchase of capacity in the water treatment works owned and operated by the City nor shall this Agreement be deemed to be a dedication of capacity within such water system solely to or for the benefit of County nor shall County be expected to pay any portion of the operation and maintenance costs of the City's treatment works and/or distribution system other than the payment of the purchase price of the water supplied under this Agreement.
6. This Agreement is not to be construed as creating any third party beneficiaries and may only be enforced by the parties herein. This Agreement is between the City and County and shall not be construed as creating a contractual relationship between City and any particular customer of the County within the Bay Hill Area nor shall any customer of the County have any right or cause of action directly against the City by reason of this Agreement.
7. Both parties shall preserve for a period of at least three (3) years from the date of their respective origins, or longer if required by law, all books, records, test data, charts and other records pertaining to this Agreement. Each party shall have the right to inspect such records of the other party, at reasonable business hours, to the extent necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

8. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted because of any cause beyond the control of either party, including but not limited to an Act of God or of public enemy, terrorism, drought, war, national emergency, labor or materials, rationing, civil insurrection, riot, racial or civil rights disorder or demonstration, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, water plant failures and water main breaks, or other condition which is generally considered outside the control of the parties, said party shall not be liable for such non-performance.
9. This Agreement shall constitute an interlocal agreement pursuant to Section 163.01, Florida Statutes. A true and correct copy of this Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court in Palm Beach County.
10. All written notices and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by electronic transmission producing a written record, or hand delivered to the party at the following addresses, or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

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

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

City: Public Utilities Director
City of West Palm Beach
401 Clematis Street, 4th Floor
P.O. Box 3366 (33402)
West Palm Beach, FL 33401

with a copy to: City Attorney
City of West Palm Beach
401 Clematis Street, 5th Floor
P.O. Box 3366 (33402)
West Palm Beach, FL 33401.

11. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law. The City and County submit to the jurisdiction of Florida courts and agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

12. In the event that any term or provision hereunder (or the application thereof to any person or circumstances) shall to any extent be held invalid or unenforceable, it is agreed that 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 maximum extent permitted by law.

13. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

14. This Agreement shall not be assigned by either party.

15. This Agreement shall be subject to change or modification at any time, but only by an amendment to this Agreement duly approved and executed by both parties.

16. This Agreement contains the entire agreement between the parties; and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein.

17. This Agreement may be executed in counterparts with the same effect as if all the parties signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument.

18. Pursuant to County Ordinance No. 2009-049, as amended, Palm Beach County's Officer of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with Palm Beach County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE
FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement as of the day and year first above written.

ATTEST:

Clerk

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

By: _____
Deputy Clerk

By: _____, Chair

(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 WEST PALM BEACH

City Clerk

By: _____
Lois J. Frankel, Mayor

(SEAL)

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: _____
Date: _____

Attachment 1

Bayhill Estates and Preserve at Bayhill



CITY OF WEST PALM BEACH
BULK/WHOLESALE WATER AND SEWER RATES

Attachment 2

MONTHLY FIXED SERVICE CHARGE

<u>Meter Size</u>	<u>Amount</u>
5/8"	\$16.13
3/4"	\$24.21
1"	\$40.34
1 1/2"	\$80.74
2"	\$129.18
3"	\$242.23
4"	\$403.73
6"	\$807.44
8"	\$1,291.88
10"	\$1,857.09
12"	\$3,467.94

VOLUMETRIC/COMMODITY RATES PER 1,000 GALLONS

Water	\$3.53
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Attachment # 2

RESOLUTION NO. 413-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY REGARDING SALE OF UTILITY FACILITIES; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

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 economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City of West Palm Beach and the Indian Trail Improvement District (“ITID”) entered into that Interlocal Agreement for Bulk Water Service and System Interconnection, dated March 1, 2004, recorded at Official Record Book 16728, Page 1571 in the Public Records of Palm Beach County (the “WPB/ITID Agreement”) along with a Lease for certain interconnect facilities (the “Lease”) described in the WPB/ITID Agreement; and

WHEREAS, Palm Beach County and ITID entered into that Interlocal Agreement regarding potable water, reclaimed water and wastewater utilities, dated March 7, 2008 (R2008 0462)(the “PBC/ITID Agreement”), by which:

- i) Indian Trail Improvement District authorized the County to provide potable water, reclaimed water and wastewater services within the territorial boundaries of the District; and
- ii) the County agreed to purchase all of the District’s utility service infrastructure; and
- iii) ITID assigned its rights in the WPB/ITID Agreement and the Lease to County; and

WHEREAS, City and County wish to terminate the WPB/ITID Agreement and Lease; and

WHEREAS, the County desires to fulfill ITID’s obligations under the Lease and purchase the ITID facilities leased from the City; and

WHEREAS, the County also desires to purchase and the City desires to sell a portion of the water main and wastewater main located within the right-of-way of Northlake Boulevard, from approximately Bayhill Drive and running west, to serve communities within the County’s water and wastewater service area (Bay Hill area). This will enable developments to have access to potable water that are currently served by well systems; and

WHEREAS, the City shall also settle the reimbursement requirements for George T. Elmore and Coconut Northlake, LLC concerning the original installation and payments of the upsizing and extension of the water and wastewater lines on Northlake Boulevard; and

RESOLUTION NO. 413-10

WHEREAS, to the extent that the City is conveying system facilities under this Amendment, the City has met all requirements for the disposal of system facilities under Section 715 of the City's Resolution No 240-93, pursuant to that report from Public Resources Management Group, dated June 21, 2010, attached as Exhibit A; and

WHEREAS, County and City wish to enter into the Interlocal Agreement to convey the ITID water facilities and a portion of the Northlake water and wastewater facilities to the County;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, that:

SECTION 1: The City Commission of the City of West Palm Beach, Florida, hereby approves and authorizes the Mayor to execute that Interlocal Agreement Between Palm Beach County and the City of West Palm Beach Regarding Sale of Utility Facilities (the "Agreement"), in form and substance similar to that attached hereto as Exhibit B.

SECTION 2: Upon execution of three (3) originals of the Agreement by the Mayor, all originals shall be forwarded to the Deputy City Attorney for forwarding to Palm Beach County for approval and execution. The Deputy City Attorney shall ensure that a fully-executed original of the Agreement is provided to and retained by the City Clerk as a public record of the City.

SECTION 3: This Resolution shall take effect as provided by law. The Agreement shall be effective the date the Agreement is approved by the Palm Beach County Board of County Commissioners and filed with the Clerk of the County Court pursuant to 163.01(11), Florida Statutes.

PASSED AND ADOPTED THIS 15th DAY OF November, 2010.

(CORPORATE SEAL)

ATTEST:

Lisa Hedge
Deputy CITY CLERK

CITY OF WEST PALM BEACH
BY THE CITY COMMISSION



PRESIDING OFFICER

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: Wsu
Date: 11-15-10

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF WEST PALM BEACH REGARDING
SALE OF UTILITY FACILITIES**

WPB Contract No. 09896
City Res. No. 413-10

THIS INTERLOCAL AGREEMENT is made the _____ day of _____, 2010, by and between the **BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY**, a political subdivision of the State of Florida (herein referred to as the "County"), and the **CITY OF WEST PALM BEACH**, a municipality located in Palm Beach County, Florida (herein referred to as the "City"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01 of the Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental units 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 in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163 of Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the City and the Indian Trail Improvement District ("ITID") entered into that Interlocal Agreement for Bulk Water Service and System Interconnection, dated March 1, 2004, recorded at Official Record Book 16728, Page 1571 in the Public Records of Palm Beach County (the "WPB/ITID Agreement") along with a Lease for certain interconnect facilities (the "Lease") described in the WPB/ITID Agreement; and

WHEREAS, the County and ITID entered into that Interlocal Agreement regarding potable water, reclaimed water and wastewater utilities, dated March 7, 2008 (R2008 0462)(the "PBC/ITID Agreement"), by which:

- i) Indian Trail Improvement District authorized the County to provide potable water, reclaimed water and wastewater services within the territorial boundaries of the District; and
- ii) the County agreed to purchase all of the District's utility service infrastructure; and
- iii) ITID assigned its rights in the WPB/ITID Agreement and the Lease to County; and

WHEREAS, City and County wish to terminate the WPB/ITID Agreement and Lease;
and

WHEREAS, the County desires to fulfill ITID's obligations under the Lease and purchase the ITID facilities leased from the City; and

WHEREAS, the City desires to sell and the County desires to purchase a portion of the water main and wastewater main located within the right-of-way of Northlake Drive, from approximately Bayhill Drive and running west, as more specifically described in this Agreement; and

WHEREAS, to the extent that the City is conveying system facilities under this Agreement, the City has met all requirements for the disposal of system facilities under Section 715 of the City's Resolution No 240-93;

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:

ARTICLE 1 – RECITALS

1. The foregoing statements are true and correct and are incorporated herein by specific reference.

ARTICLE 2 – SALE OF ITID FACILITIES TO PALM BEACH COUNTY

2.1 **ITID Facilities.** Upon fulfillment of every condition set forth in Section 2.2, the City shall sell, convey and transfer to County all of City's rights, title and interest in and to those facilities for the distribution of wholesale bulk water service from the City to the Indian Trails Improvement District, constructed pursuant to the WPB/ITID Agreement and the Lease (hereinafter "ITID Facilities")(a depiction of the ITID Facilities are attached as Exhibit A to the Bill of Sale – ITID Facilities, which is attached hereto and incorporated herein as **Attachment 1**). The ITID Facilities are more particularly described as:

A 12" water main beginning at 110th Avenue North, which runs approximately seven miles generally westerly along 60th Street North and the M-Canal until 180th Avenue North, at which point it turns north along 180th Avenue North for a distance of approximately one mile, terminating at Orange Avenue, and any related valves, hydrants, structures and appurtenances; and

2.2 **Conditions to Sale.**

A. Within thirty (30) days of the effective date of this Agreement, the City is in receipt from the County of all outstanding principal and interest payments set forth in

Attachment 2, due and owing from under the Lease and WPB/ITID Agreement for purchase of the ITID Facilities.

B. Within thirty (30) days of the effective date of this Agreement, the City is in receipt of all outstanding Water System Capacity Charges due to City under the WPB/ITID Agreement in the amount of: Two Hundred Fifteen Thousand Eight Hundred Dollars (\$215,800).

2.3 Conveyance. Within ten (10) business days of receipt of all funds from the County and fulfillment of all conditions set forth in Section 4.2.2, City shall convey the ITID Facilities to the County by the Bill of Sale – ITID Facilities attached hereto as **Attachment 1**.

2.4 Interconnect. The County retains no water accounts with the City within the ITID service area. The parties agree that the water meter located between Hamlin Blvd. and Northlake on 140th Ave. shall be removed by the County and returned to the City. A depiction of this location is attached hereto and incorporated herein as **Attachment 3**.

2.5 License for Use of M-Canal Property.

A. The City hereby grants the County a license for use of a portion of the M-Canal property running parallel to the M-Canal on its north side, in which is located a portion of the ITID Facilities (“M-Canal License Area”). This M-Canal License Area shall run parallel with that portion of the ITID Facilities that are located within the M-Canal right-of-way, and shall extend a distance of 7.5 feet from each side of the ITID Facilities located within the M-Canal right-of-way. The County may use the M-Canal License Area to access, install, operate, repair, replace, and connect to the existing ITID Facilities located within the M-Canal License Area.

B. The City is the owner of the Water Catchment Area located in Palm Beach County, Florida (the “Water Catchment Area”) for public water supply purposes and for environmental, educational and conservation purposes, pursuant to the Special Laws of the Florida Legislature, Ch. 67-2169 (“The Special Act”), as amended. The Water Catchment Area serves as a natural surface water supply source for the City of West Palm Beach and has been designated as a Class I potable water supply protected by State and Federal laws. The M-Canal is part of the City’s Water Catchment Area. County acknowledges that the Special Act creating the Water Catchment Area provides that the City shall retain in perpetuity full ownership and control of the Water Catchment Area, and shall not lease or grant any license for any part of the Water Catchment Area inconsistent with its purposes. The County’s use of the M-Canal License Area shall in no way be inconsistent with the Special Act or any applicable laws or regulations governing Class I potable water supplies or conservation purposes, as determined in the sole opinion of the City. The County’s use of the M-Canal License Area as intended may not interfere with the City’s use, maintenance and/or expansion of the M-Canal or the property within the Water Catchment Area, including service roads. Nothing in the license or this Agreement shall be construed as granting the County or ITID the right to cross the M-Canal at any location for any purpose.

ARTICLE 3 – TERMINATION OF ITID AGREEMENT

3.1 Upon the delivery to the County of the Bill of Sale for the ITID Facilities, the WPB/ITID Agreement and the Lease, and all rights and obligations thereunder, shall be deemed to be terminated and of no further force or effect.

ARTICLE 4 – ITID WASTEWATER

4.1 Expired Wastewater Interconnection. The City and County hereby acknowledge that that Wastewater Interconnection Agreement between the Indian Trail Improvement District and the City of West Palm Beach, Florida, dated July 13, 1998, has expired, and Palm Beach County retains no wastewater accounts with the City within the ITID service area.

4.2 Wastewater Interconnect. The parties agree that the wastewater meter located approximately at the intersection of 130th Avenue and Hamlin Blvd shall be removed by the County and returned to the City. A depiction of this location is attached hereto and incorporated herein as **Attachment 4**.

ARTICLE 5 – SALE OF NORTH LAKE FACILITIES TO PALM BEACH COUNTY

5.1 Northlake Facilities. Upon fulfillment of every condition set forth in Section 2.2, the City shall sell, convey and transfer to County all of City's rights, title and interest in and to:

A. A water main more particularly described as follows: a 16" water main running along the north side of Northlake Boulevard from the East Plat boundary of the plat of Stonewall Estates P.U.D. as shown in the plat recorded in Palm Beach County Plat Book 47, Page 12, to the east side of Coconut Boulevard where it is reduced to 12" to 140th Avenue North, where it turns on to the west side of 140th Ave. as 12" and extends south to the 12" meter vault and bypass, just North of Hamlin Boulevard ("Northlake Water Main")(a depiction of the Northlake Water Main is attached as Exhibit A to the Bill of Sale – Northlake Facilities, which is attached hereto and incorporated herein as **Attachment 5**); and

B. A wastewater force main more particularly described as follows: a 10" wastewater force main running along the south side of Northlake Boulevard from the East Plat boundary of the plat of Stonewall Estates P.U.D. as shown in the plat recorded in Palm Beach County Plat Book 47, Page 12, to 130th Avenue North, where it tees as a 8-inch line to the meter vault just north of Hamlin Boulevard. From the west side of 130th Avenue North and south side of Northlake Boulevard the wastewater force main reduces to 6" and proceeds west along Northlake Boulevard to a point approximately 1,000-feet west of 140th Avenue North where it ties into the wastewater force main from Pierce Hammock Elementary School on Hamlin, west of 140th Avenue North ("Northlake Wastewater Force Main")(a depiction of the Northlake Wastewater Force

Main is attached as Exhibit B to the Bill of Sale – Northlake Facilities attached hereto as **Attachment 5**).

5.2 Conditions to Sale.

A. Within thirty (30) days of the effective date of this Agreement, the City is in receipt from the County of \$834,324.81, for the sale of the Northlake Water Main.

B. Within thirty (30) days of the effective date of this Agreement, the City is in receipt from the County of \$503,419.61, for the sale of the Northlake Wastewater Force Main.

C. Within ten (10) business days following the City's reimbursement of George T. Elmore and Coconut Northlake, LLC, as required under Section 5.4, the City shall deliver to County an executed copy of the Bill of Sale – Northlake Facilities attached hereto as **Attachment 5**.

5.3.1 Interconnects.

A. The County shall design and construct, at its sole cost, interconnect facilities with the City's water transmission system at a location east of the intersection of Northlake Boulevard and Bay Hill Drive, in accordance with the terms and conditions to be specified in a separate bulk water agreement negotiated between the parties. In addition, The County shall construct, at its sole cost, interconnect facilities with the City's water transmission system within Common Area 1 of the Ibis Golf and Country Club Plat No. 7, recorded in Palm Beach County Plat Book 67, Page 152, which is near the intersection of Sandhill Way West and Eagle Terrace, in accordance with the terms and conditions to be specified in a bulk water agreement. The County shall design and obtain appropriate permits for the Ibis interconnect. The Ibis interconnect shall conform with all requirements for a consecutive water system interconnect, as defined by applicable laws, rules, and regulations.

B. The County shall design and construct, at its sole cost, interconnect facilities with the City's wastewater system, including one or more master meter(s) and meter vaults at a location east of the intersection of Northlake Boulevard and Bay Hill Drive, in accordance with the terms and conditions to be specified in a separate bulk agreement negotiated between the parties.

5.4 Utility Cost Reimbursement. The parties acknowledge that the City has entered into a Utility Cost Reimbursement Agreement with George T. Elmore and Coconut Northlake, LLC, dated September 3, 2002, by which the City agreed to use commercially reasonable efforts to recover the developers' costs to oversize the City's water main and wastewater main located adjacent to Northlake Avenue from Section 13 to 130th Street ("Elmore Mains"). A portion of the Elmore Mains is being conveyed to the County pursuant to Section 5.2(A) and (B) above. The City shall, within ten (10) days of receipt by the City of the funds described in Section 5.2(A) and (B), reimburse George T. Elmore and Coconut Northlake, LLC, all sums due them under the Utility Cost Reimbursement Agreement and that agreement shall terminate and be of no further force and effect.

ARTICLE 6 – MISCELLANEOUS

6.1 Effective Date. This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Palm Beach County.

6.2 Counterparts. The parties shall execute three (3) originals of this Agreement. This Agreement may be executed in counterpart with the same effect as if all the parties signed the same document.

6.3 Inspector General. Pursuant to County Ordinance No. 2009-049, as amended, Palm Beach County's Officer of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with Palm Beach County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.**

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

ATTEST:

Clerk

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

By: _____
Deputy Clerk

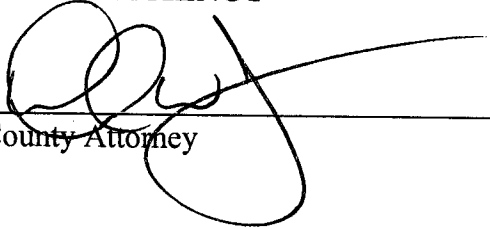
By: _____, Chair

(SEAL)

Karen T. Marcus, Chair

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

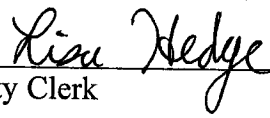
**APPROVED AS TO TERMS AND
CONDITIONS**

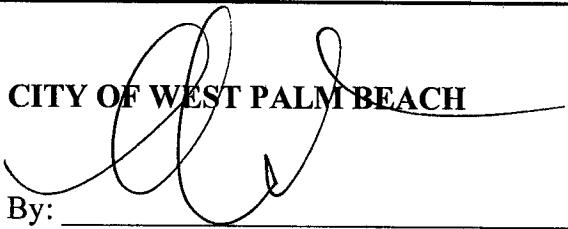
By: 
County Attorney

By: _____
Director of Water Utilities

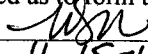
ATTEST:

CITY OF WEST PALM BEACH


Deputy City Clerk

By: 
Lois J. Frankel, Mayor

(SEAL)

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: 
Date: 11-15-10

ATTACHMENTS

- | | |
|--------------|---|
| Attachment 1 | Bill of Sale – ITID Facilities |
| Attachment 2 | County Payment Amounts - ITID Principal & Interest |
| Attachment 3 | Map of ITID Water Meter at 140 th Ave. |
| Attachment 4 | Map of Wastewater meter at 130 th & Hamlin |
| Attachment 5 | Bill of Sale – Northlake Facilities |

ATTACHMENT 1
BILL OF SALE ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of West Palm Beach, a Florida municipal corporation (hereafter referred to as "City"), for and in consideration of the sum of _____ Dollars (\$) in lawful money of the United States and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has conveyed, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto PALM BEACH COUNTY, a political subdivision of the State of Florida ("PB County"), its successors and assigns, as/is-where/is, the following:

A. a water main more particularly described as follows: A 12" water main beginning at 110th Avenue North, which runs approximately seven miles generally westerly along 60th Street North and the M-Canal until 180th Avenue North, at which point it turns north along 180th Avenue North for a distance of approximately one mile, terminating at Orange Avenue (as depicted on **Exhibit "A"** attached and incorporated herein), and any related valves, hydrants, structures and appurtenances;

TO HAVE AND TO HOLD the same unto PB County, its successors and assigns forever, and City does, for itself and its successors and assigns, covenant to and with PB County, its successors and assigns, that it is the lawful owner of the ITID Facilities; that they are free from all encumbrances; that it has good right to sell the same aforesaid; and that it will warrant and defend the sale of the ITID Facilities hereby made unto PB County against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the City has caused this Bill of Sale to be duly executed by its authorized officer.

CITY OF WEST PALM BEACH

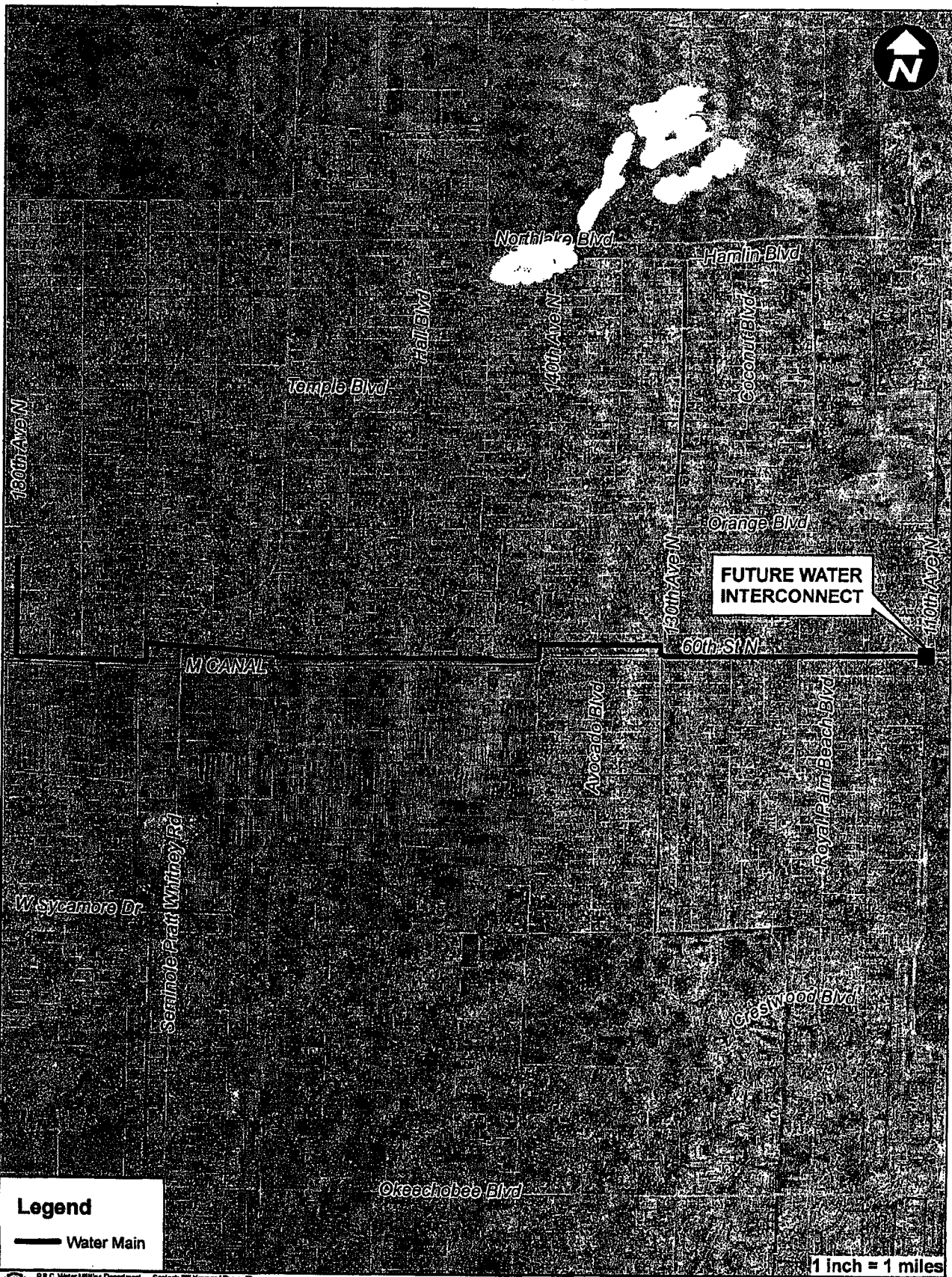
ATTEST:

By: _____
Lois Frankel, Mayor

Deputy City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: _____ Date: _____

Exhibit "A" to Attachment 1
I.T.I.D. Facilities



FUTURE WATER
INTERCONNECT

Legend
— Water Main

1 inch = 1 miles

Attachment 2 – County Payment Amounts - ITID Facilities

Payment 9/1/10-9/30/10: \$1,904,999.96 principal + 22,955.01 interest = \$1,927,954.97

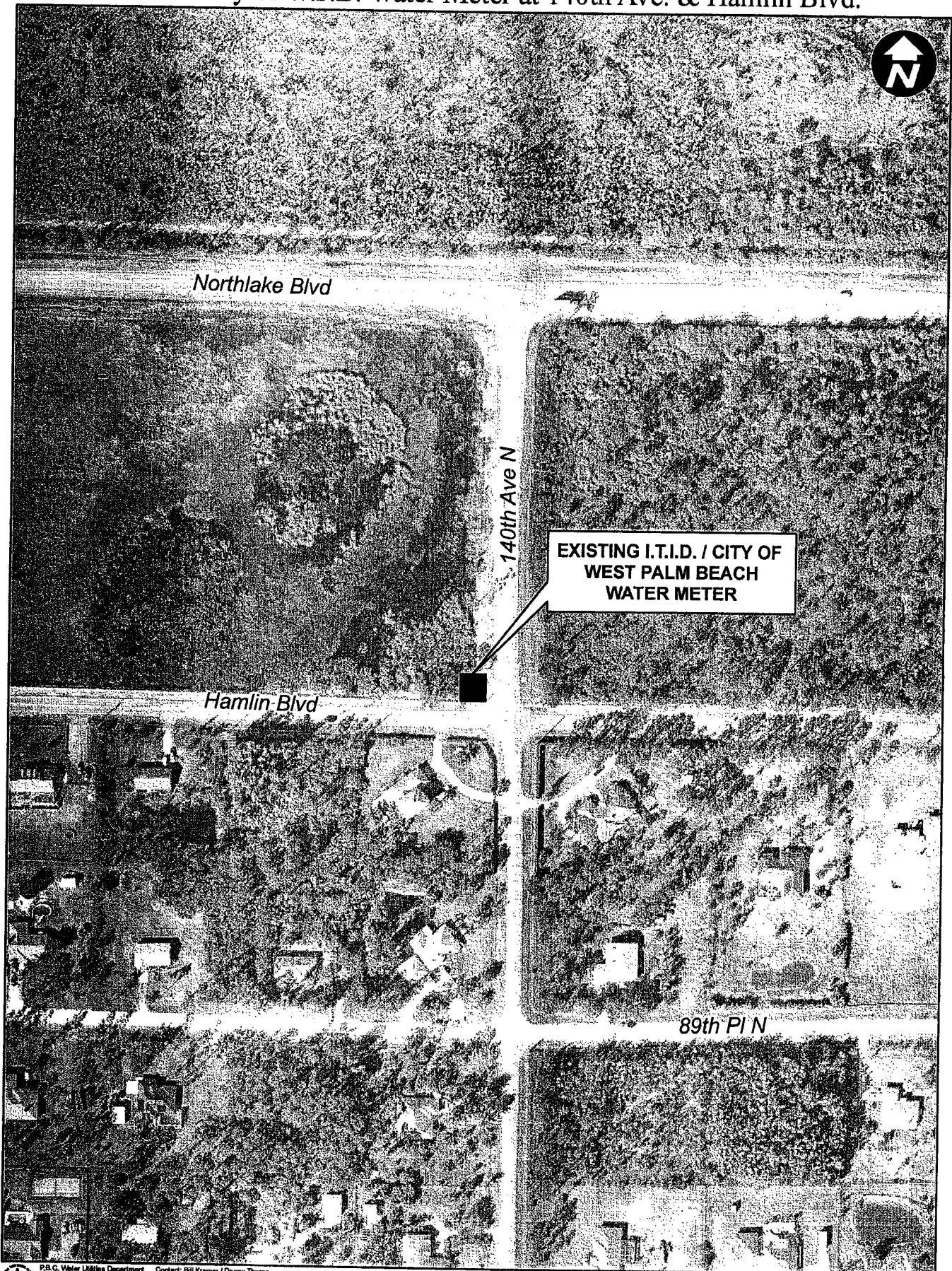
Payment 10/1/10-10/31/10: \$1,904,999.96 principal + 30,606.68 interest = \$1,935,606.64

Payment 11/1/10-11/30/10: \$1,904,999.96 principal + 38,258.35 interest = \$1,943,258.31

Payment 12/1/10-12/31/10: \$1,904,999.96 principal + 45,910.02 interest = \$1,950,909.98

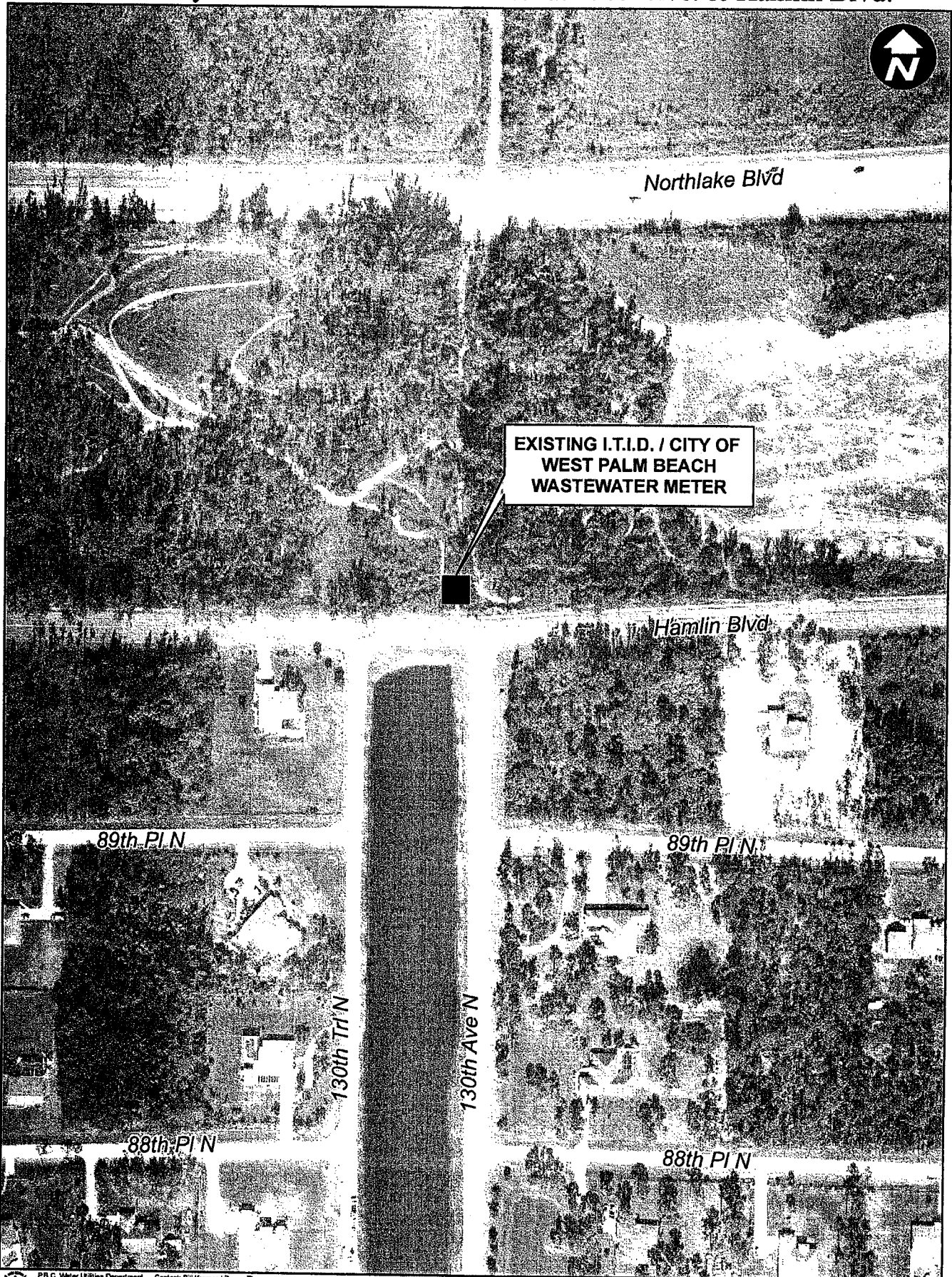
Attachment 3

I.T.I.D./City of W.P.B. Water Meter at 140th Ave. & Hamlin Blvd.



Attachment 4

I.T.I.D./City of W.P.B. Wastewater Meter at 130th Ave. & Hamlin Blvd.



ATTACHMENT 5

BILL OF SALE ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of West Palm Beach, a Florida municipal corporation (hereafter referred to as "City"), for and in consideration of the sum of _____ Dollars (\$) in lawful money of the United States and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has conveyed, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto PALM BEACH COUNTY, a political subdivision of the State of Florida ("PB County"), its successors and assigns, as/is-where/is, the Northlake Water Main and the Northlake Wastewater Force Main, described as:

A. A water main more particularly described as follows: a 16" water main running along the north side of Northlake Boulevard from the East Plat boundary of the plat of [] as shown in the plat recorded in Plat Book [], Pages [], to the east side of Coconut Boulevard where it is reduced to 12" to 140th Avenue North, where it turns on to the west side of 140th Ave. as 12" and extends south to the 12" meter vault and bypass, just North of Hamlin Boulevard, and any related valves, hydrants, structures and appurtenances ("Northlake Water Main")(a depiction of the Northlake Water Main is attached hereto and incorporated herein as **Exhibit "A"**); and

B. A wastewater force main more particularly described as follows: a 10" wastewater force main running along the south side of Northlake Boulevard from the East Plat boundary of the plat of [] as shown in the plat recorded in Plat Book [], Pages [] to 130th Avenue North, where it tees as a 8-inch line to the meter vault just north of Hamlin Boulevard. From the west side of 130th Avenue North and south side of Northlake Boulevard the wastewater force main reduces to 6" and proceeds west to a point approximately 1,000-feet west of 140th Avenue North where it ties into the wastewater force main from Pierce Hammock Elementary School on Hamlin, west of 140th Avenue North, and any related valves, hydrants, structures and appurtenances ("Northlake Wastewater Force Main")(a depiction of the Northlake Wastewater Force Main is attached hereto and incorporated herein as **Exhibit "B"**).

TO HAVE AND TO HOLD the same unto PB County, its successors and assigns forever, and City does, for itself and its successors and assigns, covenant to and with PB County, its successors and assigns, that it is the lawful owner of the Northlake Water Main and the Northlake Wastewater Force Main; that they are free from all encumbrances; that it has good right to sell the same aforesaid; and that it will warrant and defend the sale of the Northlake Water Main and the Northlake Wastewater Force Main hereby made unto PB County against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the City has caused this Bill of Sale to be duly executed by its authorized officer.

ATTEST:

CITY OF WEST PALM BEACH

By: _____
Lois Frankel, Mayor

Deputy City Clerk

OFFICE OF THE CITY ATTORNEY
Approved as to form and legal sufficiency
By: _____ Date: _____

Exhibit A to Attachment 5
Watermain

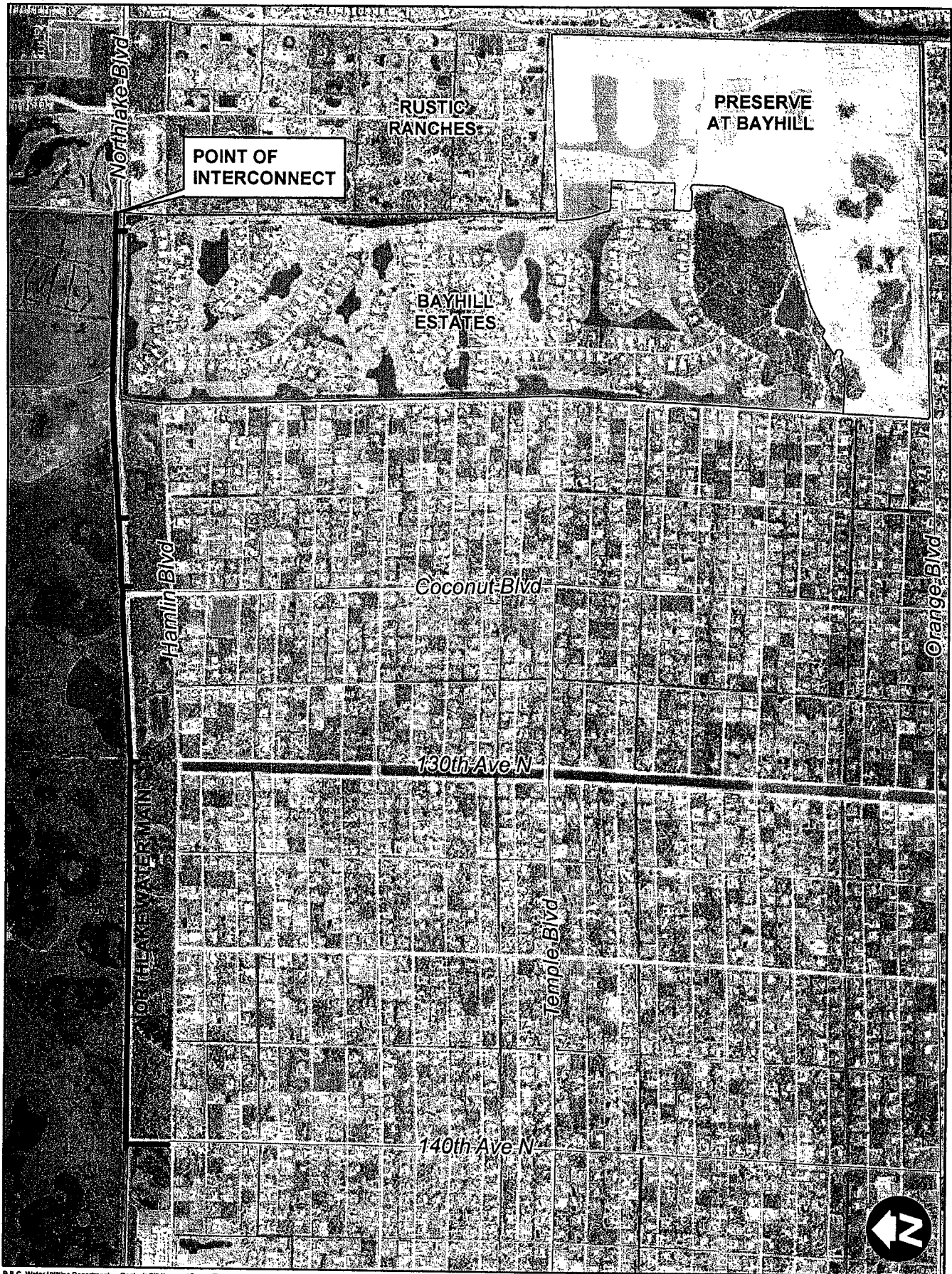
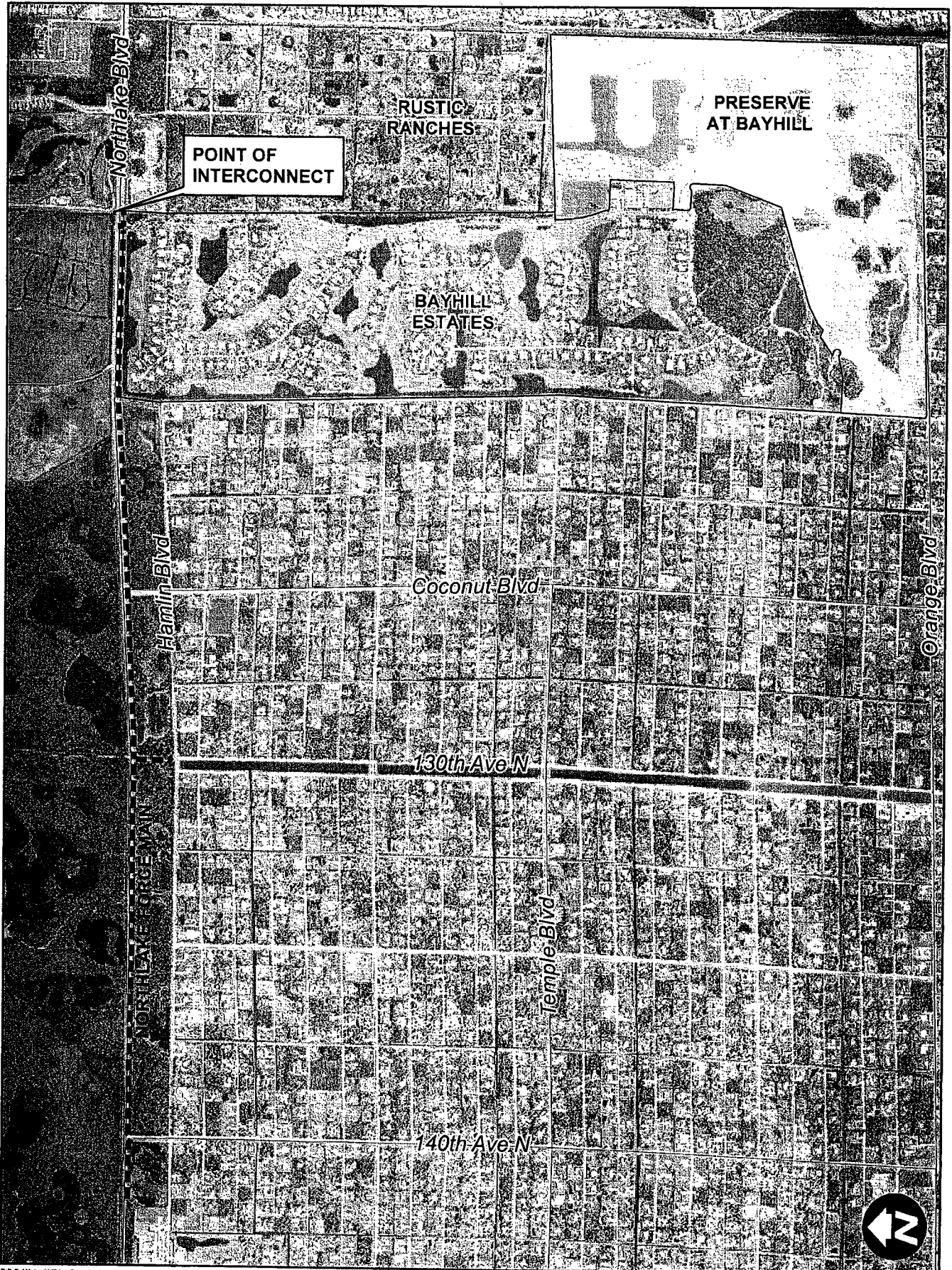


Exhibit B to Attachment 5
Forcemain



Attachment # 3

RESOLUTION NO. 414-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY AND PALM BEACH COUNTY REGARDING M-CANAL CROSSINGS FOR WATER PIPELINES AT 110TH STREET, 120TH STREET AND 130TH STREET; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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 economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City is the owner of the Water Catchment Area located in Palm Beach County, Florida (the "Water Catchment Area") which is used for public water supply purposes and for environmental, educational and conservation purposes, pursuant to the Special Laws of the Florida Legislature, Ch. 67-2169 ("the Special Act"), as amended. The Water Catchment Area serves as a natural surface water supply source for the City of West Palm Beach and has been designated as a Class I potable water supply protected by State and Federal laws. The M-Canal is part of the City's Water Catchment Area; and

WHEREAS, Palm Beach County desires to provide water utility services to certain areas within its Service Area, but must cross the M-Canal with water utility lines as the most efficient way to reach these areas. The County desires three (3) water main crossings of the M-Canal at 110th Street, 120th Street and 130th Street; and

WHEREAS, the City will agree to grant Palm Beach County certain licenses to cross the M-Canal with water utility pipelines, provided the County conforms to City standards for crossing the M-Canal and shall not interfere with the City use, maintenance and/or expansion of the M-Canal and subject to the terms and conditions of the licenses;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, that:

SECTION 1: The City Commission of the City of West Palm Beach, Florida, hereby approves and authorizes the Mayor to execute that Interlocal Agreement Between Palm Beach County and the City of West Palm Beach Regarding M-Canal Crossings for Water Pipelines at 110th Street, 120th Street and 130th Street (the "Agreement"), in form and substance similar to that attached hereto as Exhibit A.

SECTION 2: Upon execution of three (3) originals of the Agreement by the Mayor, all

RESOLUTION NO. 414-10

originals shall be forwarded to the Deputy City Attorney for forwarding to Palm Beach County for approval and execution. The Deputy City Attorney shall ensure that a fully-executed original of the Agreement is provided to and retained by the City Clerk as a public record of the City.

SECTION 3: This Resolution shall take effect as provided by law. The Agreement shall be effective the date the Agreement is approved by the Palm Beach County Board of County Commissioners and filed with the Clerk of the County Court pursuant to 163.01(11), Florida Statutes.

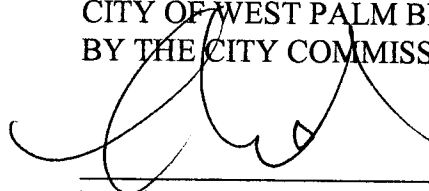
PASSED AND ADOPTED THIS 15th DAY OF November, 2010.

(CORPORATE SEAL)

ATTEST:

Liane Hedge
Deputy CITY CLERK

CITY OF WEST PALM BEACH
BY THE CITY COMMISSION



PRESIDING OFFICER

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: *WSH*
Date: 11-15-10

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF WEST PALM BEACH REGARDING M-CANAL CROSSINGS FOR
WATER PIPELINES AT 110TH STREET, 120TH STREET AND 130TH STREET**

WPB Contract No. 09838
City Res. No. **414-10**

THIS AGREEMENT (hereinafter "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 WEST PALM BEACH**, a Florida municipal corporation (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 economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the City is the owner of the Water Catchment Area located in Palm Beach County, Florida (the "Water Catchment Area") which is used for public water supply purposes and for environmental, educational and conservation purposes, pursuant to the Special Laws of the Florida Legislature, Ch. 67-2169 ("the Special Act"), as amended. The Water Catchment Area serves as a natural surface water supply source for the City of West Palm Beach and has been designated as a Class I potable water supply protected by State and Federal laws. The M-Canal is part of the City's Water Catchment Area; and

WHEREAS, County desires to provide water utility services to certain areas within its Service Area, but must cross the M-Canal with water utility lines as the most efficient way to reach these areas; and

WHEREAS, City will agree to grant County certain license to cross the M-Canal with water utility pipelines, subject to certain terms and conditions;

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. **Recitals.** The foregoing statements are true and correct and are incorporated herein by specific reference.
2. **Locations.** City shall issue to County three (3) 10-foot wide license(s) to cross the M-Canal with a water main at three locations: 110th Avenue, 120th Avenue and 130th Avenue, subject to the terms and conditions contained in this Agreement. The specific location of each crossing is subject to City's technical review of a final survey location sketch and legal

description to be submitted by County to City for approval (“Licensed Area”), and final pipeline design drawings. The location of each pipe as constructed shall be the centerline of each Licensed Area. The agreed sketch and legal descriptions shall be exhibits to the granted Licenses.

3. **Temporary Construction Easements.** Subject only to the City’s technical review of the final locations and design drawings, the City hereby grants to the County, its employees, contractors, subcontractors and agents, 30-foot wide, non-exclusive, temporary construction licenses (the “Temporary License Areas”) over and across the M-Canal in order to construct water main crossings at three locations: 110th Avenue, 120th Avenue and 130th Avenue. The County will diligently pursue all construction within the Temporary License area to completion. City’s fee interest in the M-Canal and Temporary License Areas and License Areas shall not be subject to liens arising from County’s or any other person’s use of the Temporary License Area or License Area. County shall promptly cause any lien imposed against the License Area or Temporary License Area to be discharged or bonded off at County’s sole cost. Upon completion of the water main crossings, County shall repair any damage to the Temporary License Area and License Area arising out of County’s construction activities at County’s sole cost, and shall restore the License Area to its condition existing at the time of the grant of the Licenses.

4. **Design.** County shall be responsible for all engineering and design of the water main crossings. The final design of each crossing is subject to City’s technical review and approval. County shall obtain all necessary permits for construction of the water mains, including any required City permits. County shall provide a set of final as-built drawings to City upon completion of construction of each crossing.

5. **Uses.**

5.1 The Licenses shall allow County to enter upon the Licensed Area at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, improve, expand, tie into, and inspect potable water pipelines and appurtenant facilities and equipment. County shall maintain the pipelines, appurtenant facilities and equipment in good order and repair, at no expense to the City.

5.2 The County’s use of the M-Canal License Area shall in no way be inconsistent with the Special Act or any applicable laws or regulations governing Class I potable water supplies or conservation purposes, as determined in the sole opinion of the City. The County’s use of the M-Canal License Area as intended may not interfere with the City’s use, maintenance and/or expansion of the M-Canal or the property within the Water Catchment Area, including service roads.

6. **Issuance.** License(s) will be issued to County after the City’s approval of final locations and engineering designs. The form of the Licenses is set forth in **Exhibit A** to this Agreement.

7. **Fees.** City may impose a reasonable license fee for the License(s) in accordance with a uniform fee structure as may be adopted by resolution of the City Commission from time to time.

8. **City's Ownership and Control.** County acknowledges that the Special Act creating the Water Catchment Area provides that the City shall retain in perpetuity full ownership and control of the Water Catchment Area, and shall not lease or grant any license for any part of the Water Catchment Area inconsistent with its purposes. City reserves all rights of ownership in and to the License Areas, including, without limitation, the right to grant further licenses on, over or across the License Areas; provided, however, that no further license hereinafter granted by City shall permit a use which materially interferes with the County's licenses provided for in this Agreement.
9. **Revocation of License.** The Licenses granted under this Agreement shall not be revoked unless the County's use of the Licensed Area is inconsistent with or violates this Agreement or the Special Act, or any applicable laws or regulations governing Class I potable water supplies or the Water Catchment Area, presently in effect or as may be amended; or interferes with the City's use, maintenance and/or expansion of the M-Canal. The City shall provide the County with written notice of any inconsistent use or interference and allow one hundred eighty (180) days time for the County to cure any such inconsistency or interference. However, in the event of an emergency affecting water quality in the Water Catchment Area, upon notice from the City, the County shall be required to take immediate action to cure any such emergency.
10. **Indemnification.** Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend, and hold harmless City against any actions, claims or damages arising out of the County's activities in or on the License Areas or under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28.
11. **No Assignment.** County shall not assign or sub-license any License granted under this Agreement.
12. **No Other Crossing Rights.** Nothing in this Agreement or the License(s) issued under this Agreement shall be construed as granting the County any right to cross the M-Canal at any other locations for any other purposes.
13. **Effective Date.** This Agreement shall become effective upon execution by both parties and filing with the Clerk of the Circuit Court for Palm Beach County.
14. **Counterparts.** The parties shall execute three (3) originals of this Agreement. This Agreement may be executed in counterpart with the same effect as if all the parties signed the same document.
15. **Inspector General.** Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County's Officer of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with Palm Beach County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud.

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

ATTEST:

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

By: _____
Deputy Clerk

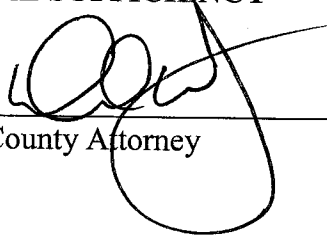
By: _____, Chair

(SEAL)

Karen T. Marcus, Chair

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**


**APPROVED AS TO TERMS AND
CONDITIONS**

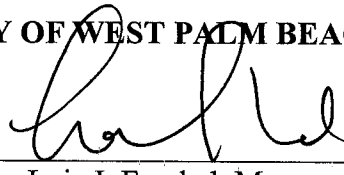
By: 
County Attorney

By: _____
Director of Water Utilities

ATTEST:

CITY OF WEST PALM BEACH


Deputy City Clerk

By: 
Lois J. Frankel, Mayor

(SEAL)

Date: 11/15, 2010

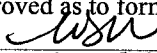
CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: 
Date: 11-15-10

Exhibit A

Record & Return to:

Michael W. Jones, Asst. County Attorney
Palm Beach County
301 N. Olive Ave., Suite 601
West Palm Beach, FL 33401

City of West Palm Beach

09838.00__

**PERMIT AND LICENSE FOR
WATER PIPELINE M-CANAL CROSSING**

PERMITTEE: PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County");

LOCATION OF CROSSINGS: Property owned by the City of West Palm Beach bordering and crossing the M-Canal at _____, as shown on the maps and legal descriptions showing the location of said pipeline crossings which are attached hereto and incorporated herein as **Exhibits _____**, respectively, prepared by the County (the "Licensed Area").

WHEREAS, the City of West Palm Beach is the owner of the Water Catchment Area located in Palm Beach County, Florida (the "Water Catchment Area") for public water supply purposes and for environmental, educational and conservation purposes, pursuant to the Special Laws of the Florida Legislature, Ch. 67-2169 ("the Special Act"), as amended; and the Water Catchment Area serves as a natural surface water supply source for the City of West Palm Beach and has been designated as a Class I potable water supply protected by State and Federal laws; and the M-Canal is part of the City's Water Catchment Area; and

WHEREAS, this Permit and License is granted in accordance with the Interlocal Agreement Between Palm Beach County and the City of West Palm Beach Regarding M-Canal Crossings for Water Pipelines at 110th Street, 120th Street and 130th Street, dated _____ (the "Interlocal Agreement");

NOW, THEREFORE, LICENSE AND PERMISSION IS HEREBY GRANTED to: PALM BEACH COUNTY, its successors, assigns, and employees, to use the Licensed Area described above to locate potable water pipelines, and appurtenant facilities and equipment across the M-Canal subject to the following terms and conditions:

1. Included within this permit and license shall be the right of the County to enter upon the Licensed Property at any time to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, improve, expand, tie into, and inspect potable water pipelines and appurtenant facilities and equipment. County shall maintain the pipelines, appurtenant facilities and equipment in good order and repair, at no expense to the City.
2. The City shall have access to the Licensed Property at all times.
3. County's use of the Licensed Property as intended will not interfere with the City's use, maintenance and/or expansion of the M-Canal or the property within the Water Catchment Area, including adjacent service roads.

4. County's use of the Licensed Property shall not be inconsistent with or violate the Special Act, or any applicable laws or regulations governing Class I potable water supplies or the Water Catchment Area.

5. Upon completion of installation of the pipelines and appurtenant facilities and equipment, County shall provide to the City's Public Utilities Director, as-built surveys or drawings of the pipeline crossings and appurtenances.

6. The County shall be responsible for recording this instrument in the public records of Palm Beach County, Florida.

7. This Permit and License shall not be revoked unless the County's use of the Licensed Property is inconsistent with or violates the Interlocal Agreement, the Special Act, or any applicable laws or regulations governing Class I potable water supplies or the Water Catchment Area, presently in effect or as may be amended; or interferes with the City's use, maintenance and/or expansion of the M-Canal. The City shall provide the County with written notice of any inconsistent use or interference and allow one hundred eighty (180) days time for the County to cure any such inconsistency or interference. However, in the event of an emergency affecting water quality in the Water Catchment Area, upon notice from the City, the County shall be required to take immediate action to cure any such emergency. The City acknowledges that this Permit and License is granted for the particular purpose of locating water pipelines across the M-Canal at the locations shown on the attached **Exhibits**, that the County will expend substantial amounts of money carrying out that particular purpose, and that said expenditures will be specifically made in reliance on the granting of this Permit and License.

8. Without waiving sovereign immunity except to an extent consistent with all applicable Florida law, including, but not limited to, Chapter 768, Florida Statutes, the County shall indemnify and hold the City harmless from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney fees, costs and/or expense of whatsoever kind or nature due to personal injury, property damage and/or environmental damage arising in any manner directly or indirectly related to County's use of the Licensed Property under this Permit and License.

9. County agrees that its use of the Licensed Area is non-exclusive and subject to all covenants, agreements, easements and other matters affecting the Licensed Property.

10. Nothing contained in this instrument shall be deemed to grant to County any additional rights with respect to the Licensed Area. Nothing in this instrument shall be deemed to grant to County any additional rights to cross the M-Canal at any other location or for any other purpose.

11. Notices: All notices require hereunder shall be in writing and shall be addressed to the following representatives of the parties:

As to the City:

City Administrator
City of West Palm Beach
401 Clematis Street
(P.O. Box 3366 / 33402)


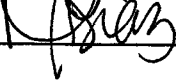
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET: TRANSFER

FUND 4011: Water Utilities Department Capital Improvement Fund

Use this form for items not anticipated in the budget

Account		Original Budget	Current Budget	Increase	Decrease	Adjusted Budget	Encumbered As of 11/08/02010	Remaining Balance
Number	Name							
<u>Capital Improvement Fund (BGEX 720 110810*343)</u>								
<u>Expenditures and Reserves</u>								
4011721W001-6541	Water Treatment Plant	5,500,000	5,500,000		3,505,000	1,995,000	0	1,995,000
4011721W006-6502	Improvements other than buildings	3,100,000	3,100,000	3,505,000		6,605,000	873,519	5,731,481
Total expenditures and reserves					<u>3,505,000</u>	<u>3,505,000</u>		

Water Utilities Department
Initiating Department/Division
Administration/Budget Department Approval
OFMB and Budget Department - Posted

Signatures	Date
	11/22/10
	11/30/2010

11/29/10

By Board of County Commissioners
At Meeting of _____

Deputy Clerk to the
Board of County Commissioners