PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 15, 2018	[X] []	Consent Ordinance	[]	Regular Public Hearing
Department: Water Utilities Depa	rtment			
<u>l. E</u> .	XECUTI	VE BRIEF		
Motion and Title: Staff recomme (Agreement) with the North Springs Im of bulk potable water and to establish	nprovem	ent District (NS	SID) for t	Interlocal Agreement the purchase and sale
Summary: In order to ensure the most has encouraged the use of cooperated Agreement provides for the NSID to pure water from the County. NSID will pure a rate of \$3.84 per gallon. NSID will rate. Beginning on October 1, 2018, a based on an adjustment that will ensure pace as the County's retail customers fee for usage exceeding the capacity redaily flow basis.	ative agrunchase uchase the pay \$2.7 an annure that No. 23%	reements with up to 15,000 gase 15,000 gallor 72 per 1,000 gallor all rate adjustrosurcharge sha	other ullons pe allons for allons for nent will dity fee i	Itility providers. This r day (GPD) of potable able water capacity at or its initial commodity be applied each year ncreases at the same ded to the commodity
The Agreement also establishes an em When utilization is necessary, NSID restimated usage and time of use. The water delivered during the days and he provides water treatment, wastewater in the City of Coral Springs and the City 7 (MJ)	nust not County ours of the collection	ify the County may reasonal he provision of n and stormwa	detailing oly limit i potable oter man	g the emergency, the the amount of potable water to NSID. NSID
Background and Justification: The agreement and will benefit existing a ensuring the most efficient delivery of particular and the second seco	and tutu	re NSID and	r capac County	ity is available for this utility customers by
Attachments: 1. Location Map 2. Three (3) Original Agreements				
Recommended By: Department	nt Direc	tor		4-17-18 Date
Approved By: Deputy Co	ounty A	dministrator		4/30/15 Date

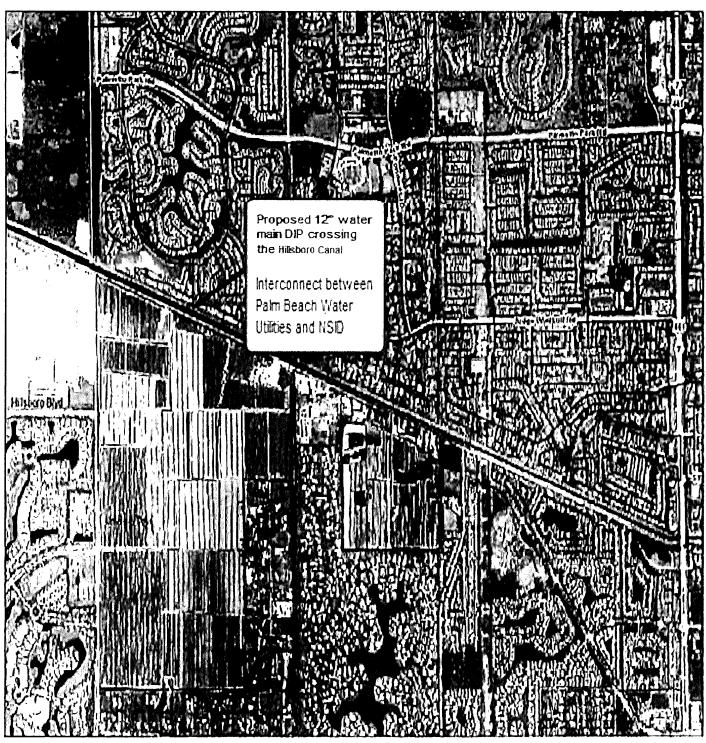
II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital					
Expenditures					
Operating					
Costs	\$9,471	\$9,755	\$10,048	\$10,349	\$10,660
External					+ 10,000
Revenues	(\$65,046)	(\$15,338)	(\$15,798)	(\$16,272)	(\$16,761)
Program				4 ,	4,
Income(County)	0	0	0	0	О
In-Kind					
Match(County	0	0	0	0	0
NET FISCAL					
IMPACT	\$55,575	\$5,583	\$5,750	\$5,923	\$6,101
#ADDITIONAL FTE				, , , , , , , , , , , , , , , , , , , ,	ψο,τοι
POSITIONS					
(CUMULATIVE)	0	0	0	0	0

POSITIONS (CUMULATIVE)	0	0	0	0	0	
Budget Account No: Fund $\frac{4000}{4000}$ Dept. $\frac{720}{720}$ Unit $\frac{4200}{2532}$ Rev Srce $\frac{4366}{5205}$ Is Item Included in Current Budget?						
Does this item include the use of federal funds? Yes NoX						
	Rep	orting Categor	y <u>N/A</u>			
B. Recommended	Sources of	Funds/Summa	ary of Fiscal I	mpact:		
NSID will pay the capacity fee during 2018. All other revenues will be from NSID's demand of potable water from the County.						
C. Departmental Fiscal Review:						
III. REVIEW COMMENTS:						
A. OFMB Fiscal and/or Contract Dev. and Control Comments:						
Assistant County Attorney						
C. Other Depar	tment Reviev	v				
Department D	Pirector	-				
This summary is not to be used as a basis for payment.						

Attachment 1 POINT OF CONNECTION



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INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE NORTH SPRINGS IMPROVEMENT DISTRICT RELATED TO THE PURCHASE AND SALE OF BULK POTABLE WATER

THIS AGREEMENT made and entered into this ______ day of _______, 2018, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter "County"), and the NORTH SPRINGS IMPROVEMENT DISTRICT, an independent special district and public corporation organized under the laws of the State of Florida (hereinafter "District").

WITNESSETH

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

WHEREAS, the District wishes to purchase bulk Potable Water from the County for distribution and sale to customers solely within the District's Potable Water Service Area; and

WHEREAS, the District has a need for Emergency Potable Water Service on a short-term basis; and

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

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

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

- 1. The foregoing statements are true and correct and are incorporated herein by reference.
- 2. <u>Term/Effective Date</u>. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners and the District, whichever is last to occur. This Agreement shall commence on the Effective Date and continue for a term of thirty (30) years. The Term of this Agreement may be extended for successive periods of five (5) years each, upon the same terms and conditions as herein provided, by written agreement of both of the parties to this Agreement prior to expiration of the initial term of this Agreement or any renewal thereof.
- 3. <u>Definitions</u>. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

- (a) "Annual Average Daily Flow" the annual average daily flow rate of Potable Water collectively measured through the Points of Connection. The Annual Average Daily Flow rate is calculated by dividing the total amount of Potable Water flowing through the Points of Connection in any one-year period by the number of days in that same one-year period.
- (b) "Annual Rate Adjustment" the fixed percentage by which the Commodity Fee shall be adjusted on an annual basis, derived by calculating the effective commodity rate for a County single family residential customer using 6,000 gallons per month of potable water and multiplying the result by a fixed percentage defined in this Agreement. The Annual Rate Adjustment percentage for Potable Water is derived as follows:

Potable Water: $($14.09/mo + 4 * $1.42/000 + 2 * $3.14/000) \div 6 = $4.34/000.$

 $2.72/000 \div 4.34/000 = \underline{62.6\%}$

Where \$2.72 per thousand gallons is the initial Commodity Fee and the rate components for a single family residential customer are as defined in UPAP as of the effective date of this Agreement. The Potable Water Commodity Fee shall be maintained at 62.6% of the then current single family residential UPAP rate for a 6,000 gallons per month customer.

- "Capacity Fee" A one-time fee to be paid by District to County to reserve permanent capacity in the County's Potable Water System. The Capacity Fee assessed to the District shall be based upon the Potable Water flow that the District desires to reserve in the County's Potable Water System. This fee is assessed irrespective of the actual quantity of Potable Water flowing through the Points of Connection.
- (d) "Commodity Fee" A fee to be paid by District to County on a monthly basis which is intended to recover County's variable cost of producing and supplying Potable Water to the District at the Points of Connection. This fee is assessed per one thousand (1,000) gallons of Potable Water delivered by County to the Points of Connection.
- (e) "County's Potable Water System"—the system owned and/or operated by the County for the production and distribution of Potable Water to all retail, wholesale, and/or bulk customers of the County, said system being located on the County's side of the Points of Connection and including all Potable Water meters and related appurtenances located at the Points of Connection.
- (f) "District's Potable Water Service Area" that geographic area in which the District is permitted to provide Potable Water service.

- (g) "District's Potable Water System" the system owned and/or operated by the District for the production and distribution of Potable Water within the District's Potable Water Service Area, said system being located on the District's side of the Points of Connection.
- (h) "Emergency Potable Water Commodity Fee" means the fee for the Emergency Potable Water Service to be paid to the County by the District per 1,000 gallons of Potable Water passing through the Meter. The Emergency Commodity Fee is currently \$1.65 per 1,000 gallons and will be charged at the lowest tier for non-residential customers.
- (i) "Points of Connection" The locations where the County's Potable Water System is connected with the District's Potable Water System, as shown in **Exhibit "A"**, which is incorporated herein and attached hereto. The Potable Water System of County shall include the master water meters and related appurtenances located at the Points of Connection, with said master water meters being utilized for the measurement and payment of bulk Potable Water obtained by District.
- (j) "Potable Water" Water for human consumption which meets all applicable Federal, State, and County standards.
- (k) "Reserved Capacity" the amount of Potable Water capacity in the County's Potable Water System that the District has purchased pursuant to this Agreement.
- (1) "Service Initiation Date" the date County begins providing Potable Water to District at the Points of Connection pursuant to this Agreement.
- (m) "UPAP" the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time.
- 4. <u>Scope of Agreement.</u> County agrees to furnish, and District agrees to purchase and accept, a supply of Potable Water and Emergency Potable Water in accordance with the terms and conditions of this Agreement. County shall furnish, and District shall accept, the Potable Water at the Points of Connection shown in **Exhibit "A"**. District shall utilize the Potable Water purchased pursuant to this Agreement to serve the area described and depicted in **Exhibit "B"**, which is attached hereto and incorporated herein.
- 5. <u>Water Pressure.</u> The water pressure of Potable Water delivered by the County to the Points of Connection shall be a minimum of 50 psi at all times, with an expected water pressure of between 50 and 75 psi depending upon water demand conditions.
- 6. <u>Reservation of Capacity.</u> District hereby purchases 15,000 gallons per day of Reserved Capacity. The District shall pay the County \$3.84 per gallon of Reserved Capacity, for a total Capacity Fee of \$57,600. District shall make said Capacity Fee payment to the County within thirty (30) days of the Effective Date of this Agreement. The failure of the District to make said payment shall result in the automatic termination of this Agreement, unless the parties mutually agree to extend the time period

for payment. The Capacity Fee shall be a one-time fee and no additional Capacity Fee shall be due upon any renewals of this Agreement or any successor agreement between the parties.

- 7. Commodity Fee. The District shall be billed the Commodity Fee on a monthly basis for actual metered water service delivered by the County. The Commodity Fee shall be \$2.72 per thousand gallons of metered flow delivered to the Points of Connection. The Commodity Fee shall be adjusted annually on October 1 by the Annual Rate Adjustment. It is the intent of the parties that the District will purchase Reserved Capacity in an amount equal to the flow rates required and ultimately delivered to the District. A 33% surcharge shall be added to the Commodity Fee for usage exceeding the Reserved Capacity (determined on an Annual Average Daily Flow basis) in any County fiscal year (measured October 1 through September 30 of any year during the Term of this Agreement). While the County may provide District with Potable Water over and above the Reserved Capacity, the County is under no obligation to do so. The County reserves the right to require the District to purchase additional Reserved Capacity should the District consistently exceed its Reserved Capacity. The Commodity Fee set forth in this Section 7 shall not apply to Emergency Potable Water Service.
- 8. <u>Emergency Potable Water Service.</u> For the purposes of this Agreement, an emergency is defined as any event which causes a shortage in the District's Potable Water transmission and treatment capacity. In the event of an emergency, the District shall provide written or verbal notice to the County setting forth the emergency and the estimated usage and time of use. If said communication is made verbally, same shall be immediately followed by written communication. Termination of Emergency Potable Water Service shall be handled by the same procedure.
- 9. <u>Conditions of Emergency Potable Water Service</u>. Emergency Potable Water Service shall only be provided in the case of an emergency and upon the following terms and conditions:
 - 9.1 As determined by the County, there must be a sufficient surplus of Potable Water transmission and treatment capacity in the County's Potable Water System to meet all anticipated needs of the District.
 - 9.2 The County may reasonably limit the amount of Emergency Potable Water Service to be supplied.
 - 9.3 The County determines that the provision of Emergency Potable Water Service to the District will not impose a danger to the health, safety, or welfare of its citizens.
 - 9.4 The County may reasonably limit the hours or days of Emergency Potable Water Service.
 - 9.5 As a condition of providing Emergency Potable Water Service, the County may require the District to impose use restrictions on its customers as may be reasonably prescribed by the County.
 - 9.6 Upon 90 days written notice to the District, the County may establish a reasonable termination date for the supply of Emergency Potable Water Service.

- 9.7 The District expressly acknowledges the right of the County to refuse to provide Emergency Potable Water Service pursuant to this Agreement, if the County determines that the provision of such service would not be in its best interest or would constitute a danger to the health, safety, or welfare of its citizens. In the event of such a refusal, the District agrees to waive any and all claims of loss or damage against the County based solely on such refusal.
- 10. <u>Additional Responsibilities of County.</u> County shall provide for the design, construction, operation and maintenance of the County's Potable Water System, up to and including the Points of Connection, including the design and construction of any Potable Water meters and related appurtenances. County shall be responsible for the securing of any permits or other approvals necessary to provide Potable Water to District at the Points of Connection.
- 11. Payment of Bills Emergency Potable Water Service When Emergency Potable Water Service is utilized, the Meter shall be read and documented concurrently by the County and the District prior to each initialization of Emergency Potable Water Service, and immediately following each termination of Emergency Potable Water Service. County shall then invoice the District based on the prevailing Emergency Potable Water Commodity Fee, and the District shall make full payment to the County within thirty (30) days from the date the bill is rendered by the County. If payment has not been received after sixty (60) days from the date of the original bill, the County may refuse to provide additional Emergency Potable Water Service to the District and a one percent (1%) per month interest charge will be assessed on the outstanding balance. If the District is in dispute of an invoice, the District shall notify the County in writing of its disagreement with such invoice within fifteen (15) calendar days of receipt of said invoice, but the District shall still be required to submit funds for such disputed invoice to the County in accordance with this section, and will be subject to the termination of service and imposition of the one percent (1%) interest charge set forth above for non-payment pending resolution of the dispute process. Following said notice, the Director of the County's Water Utilities Department, or designee, and the District Manager of the District, or designee, shall work to resolve any billing dispute. Should the parties fail to reach a mutually acceptable resolution, either party may seek any available legal remedy in relation to the disputed invoice.
- 12. <u>Additional Responsibilities of District.</u> District shall comply with all applicable local, State and Federal laws and regulations for the use and sale of Potable Water. District shall be responsible for the securing of any permits or other approvals necessary to provide Potable Water to any customers within the District's Service Area.
- 13. Water Quality. The physical, chemical, and biological quality of the Potable Water delivered by County to District at the Point of Connection shall meet all federal, state, and local laws, regulations, and requirements for Potable Water, as may be amended from time to time. District shall be responsible for the water quality of the Potable Water once it enters the District's Potable Water System and provided it has been delivered by County to District in the manner required by this Section 13. Once the Potable Water delivered by County to District enters the District's Potable Water System, District shall be required to perform all testing of the Potable Water as is required by any and all federal, state, and local laws, regulations, and requirements for Potable Water, as may be amended from time to time.
- 14. Service Areas. This Agreement does not alter the County's or District's existing Potable Water,

wastewater, or reclaimed water service areas.

- 15. Water Shortages. In the event the South Florida Water Management District or other government unit with just cause and authority declares a water shortage, then County shall have the right to restrict service to the District by the same percentage, level and/or manner as the County restricts service to customers located within the County limits, and may adjust the Potable Water Commodity Fee in the same manner as rates are adjusted for customers located within the County limits.
- 16. Payment of Bills Bulk Potable Water Service. The County will bill the District Commodity Fees on a monthly basis. The District agrees to pay for all Potable Water received from the County and make payments to the County within thirty (30) days from the date the bill is rendered by County. A past due notice will be mailed by County to the District after thirty (30) days. If payment has not been received after sixty (60) days from the date of the original bill, service may be disconnected and a one percent (1%) per month interest charge will be assessed on the outstanding balance. If the District is in dispute of an invoice, the District shall notify the County in writing of its disagreement with such invoice within fifteen (15) calendar days of receipt of said invoice, but the District shall still be required to submit funds for such disputed invoice to the County in accordance with this section, and will be subject to the termination of service and imposition of the one percent (1%) interest charge set forth above for non-payment pending resolution of the dispute process. Following said notice, the Director of the County's Water Utilities Department, or designee, and the District Manager, or designee, shall promptly, and in no event more than seven (7) days from said notice, work to resolve any billing dispute. Should the parties fail to reach a mutually acceptable resolution, either party may seek any available legal remedy in relation to the disputed invoice.
- 17. County to Maintain Master Meters. County agrees to have an annual inspection and report prepared regarding the condition and accuracy of the master water meters. A copy of the annual report on meter inspection shall be promptly furnished to the District. The District shall have the right to make its own meter inspection, or to have an independent company inspect the metering equipment at any time; provided, however, no such inspection shall be made unless the District shall first give County written notice of the date and time of its intent to have the inspection made, nor shall any such inspection be made prior to twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by County. All costs and expenses of the District's interim inspection shall be borne by the District. If the meter is found not to be in good working order, the County shall reimburse the District the cost incurred as a result of the interim inspection. Normal maintenance of the meter shall be performed by County as a County expense of water distribution.
- 18. <u>Time Period Limitation in Case of Master Meter Inaccuracy</u>. Both parties agree that, should a master meter be found to be inaccurate beyond American Water Works Association (AWWA) standards, the meter will be assumed to have been inaccurate since the time of the event failure or since the last meter inspection or for a period of three months, whichever time should be less, and that the following month's billing will be adjusted to show a credit or additional charge to the District for that period, based upon the method established in Section 19 herein.
- 19. <u>Presumed Consumption and Required Payment in Case of Master Meter Inaccuracy</u>. Both parties agree, that if at any time a master meter shall be inaccurate with respect to the quantity of

consumption by the District as provided in Sections 17 and 18 above, the District will pay to the County a daily amount equal to the average consumption of the ninety (90) day period prior to the date the meter became inaccurate multiplied by the rate in effect.

- 20. <u>Security</u>. The parties shall be responsible jointly and severally for security of the Points of Connection, including provision of access locking features so that each party can have keyed access to the vault. The Points of Connection will be controlled by valves which can be operated by authorized representatives of either the County or the District. Only authorized employees of either County or District will operate the valves controlling the Points of Connection. The County and the District shall provide prior notice to each other prior to operating the valves at the Points of Connection.
- 21. <u>Termination</u>. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.
- 22. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for County and District shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.
- 23. <u>Indemnification.</u> County and District acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. County and District agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.
- 24. <u>Force Majeure</u>. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation

of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plant failures and water main breaks, neither party shall be liable for such non-performance.

- 25. <u>Venue/Governing Law/Remedies</u>. This Agreement shall be governed by the laws of the State of Florida. The exclusive venue for any and all legal actions arising out of or relating to the Agreement shall be in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.
- 26. <u>Successors and Assigns.</u> County and District each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor District shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.
- 27. <u>Waiver</u>. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
- 28. <u>Severability.</u> If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 29. <u>Notice</u>. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to District, shall be mailed or delivered to District at:

Rod Colon
Deputy District Manger
North Springs Improvement District
9700 NW 52 nd Street
Coral Springs, FL 33076
(954)796-6628 Direct

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

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

- 30. Filing. This Agreement shall be filed with the Clerk and Comptroller for Palm Beach County.
- 31. <u>Amendment and Modification.</u> This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
- 32. <u>Entirety of Agreement.</u> County and District agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein with respect to the subject matter of this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.
- 33. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 34. <u>No Third Party Beneficiary.</u> No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of District or County.
- 35. <u>Non-Discrimination</u>. District and County each warrant and represent that all of their employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information.

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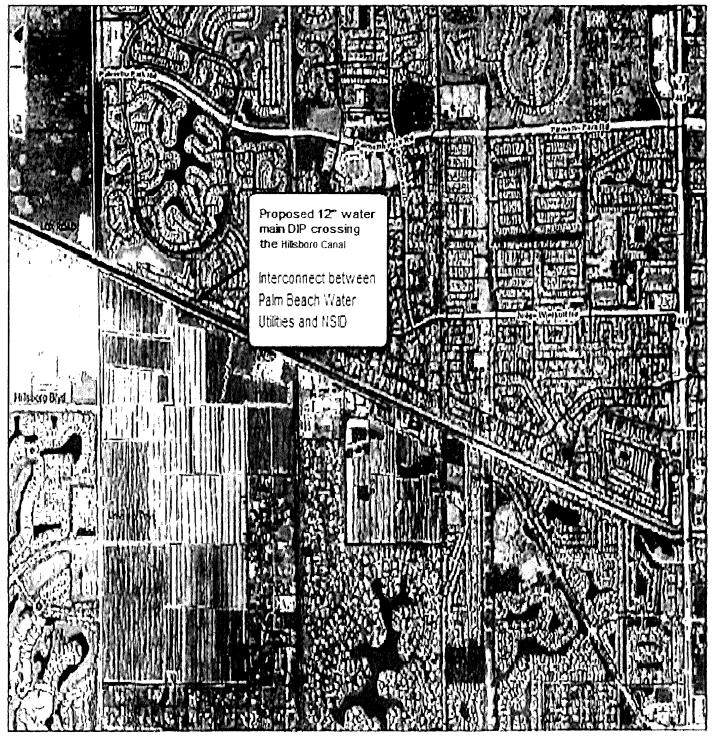
IN WITNESS WHEREOF, County and District have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST: SHARON R. BOCK CLERK AND COMPTROLLER	PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Deputy Clerk	By: Melissa McKinlay, Mayor
(SEAL) APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY	APPROVED AS TO TERMS AND CONDITIONS
By: County Attorney	By: Director of Water Utilities
ATTEST: NORTH SPRINGS IMPRO	OVEMENT DISTRICT
By: Brenda Richard, Clerk	By: Mark Capwell, President
APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY By: Michael Jobleve, Legal Counsel	Vince Moretti, Secretary

EXHIBIT "A" POINTS OF CONNECTION

EXHIBIT "A"

POINT OF CONNECTION



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EXHIBIT "B" DISTRICT SERVICE AREA

