

**AGREEMENT
BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
AND THE TOWN OF MANGONIA PARK, FLORIDA, FOR PROVISION OF
WATER SERVICE**

THIS AGREEMENT is entered into between the City of Riviera Beach Utility Special District, a Special District existing under the laws of the State of Florida, hereinafter referred to as the "District", and the Town of Mangonia Park, Florida, a Florida municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS, the Town desires to enter into an intergovernmental utility service agreement with the District for the District to provide bulk potable water service to the Town's water utility system ("Water Services"); and

WHEREAS, the District desires to provide the Water Service to the Town.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the District and the Town agree as follows:

1. The foregoing statements are true and correct.
2. Agreement to Serve: Subject to all required approvals from applicable governmental authorities, the District agrees to make available to the Town utility services in accordance with the terms and conditions of this Agreement. It is agreed and understood by the District and the Town that nothing contained in this Agreement shall obligate the Town to use the District's Utility Services, and that any actual use of the District's utility services by the Town shall be on an as-needed basis when deemed necessary at the sole discretion of the Town.
3. Method of Extension and Delivery of Service: Interconnection facilities already exist connecting Town's Utility System to the District's Utility System. In the event that additional or replacement interconnection facilities are required during the term of this Agreement, the responsibility for construction and installation of such additional or replacement interconnection facilities shall be that of the Town, at the Town's cost. The term "interconnection facilities" means the water metering devices as approved by the District's engineer. The Town shall be responsible for the operation, maintenance, repair and replacement of the Town's Utility System on the Town's side of the interconnection facilities, including, but not limited to, compliance with all Public Health Department, Department of Environmental Protection and South Florida Water Management District permits, regulations, rules, orders, judgments, fines, penalties and other requirements and obligations of governmental agencies with jurisdiction over the Town's Utility System. To the extent permitted by law, the Town shall indemnify and save harmless and defend the District, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Town, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained herein shall be construed as a waiver by either party of sovereign immunity beyond the limits of section 768.28, Florida Statutes.

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4. Rate for Water Service: The Town agrees to pay the following rate to the District for water utility service. The rate to be charged to the Town for Wastewater Service shall be \$1.63 per thousand gallons ("Rate"). The Rate shall remain in effect until September 30, 2009. Thereafter, the Rate shall be adjusted as provided in Sections 4.1, 4.2, and 4.3, below ("Adjusted Rate").

4.1 The Rate shall be automatically adjusted without further action of the Town and the District based upon the following. In the event that the District adopts an across the board percentage rate adjustment applicable to all of the retail utility customers of the District, then the Rate shall be adjusted by the same percentage adopted by the District. Prior to application of this automatic cost escalation provision, the District shall provide written notice to the Town detailing the amount of the escalation and the Adjusted Rate. The Adjusted Rate shall become effective as of the first billing cycle after the District's notice to the Town.

4.2 The District has adopted an automatic rate adjustment mechanism for its retail utility customers which is based upon the application of the Florida Public Service Commission utility price indices, as established from time to time by the Florida Public Service Commission pursuant to Florida Statute section 367.081(4)(a), as amended, to the then existing retail rates. In the event the District adjusts the retail customer rates by this automatic rate adjustment mechanism, the same adjustment shall be made automatically to the Rate. The Adjusted Rate shall be effective as of the first billing cycle after the District's notice to the Town.

4.3 The District agrees that it will not raise the Town's rates on or before September 30, 2009. Written notice contemplated above shall be given to Town thirty (30) days in advance of any rate increase.

5. Billing: The District shall bill The Town each month for all Utility Services provided to the Town under this Agreement, subject to the provisions of the District's rate tariff and service policies, as amended from time to time.

6. Force Majeure: In the event that 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, act of God or the public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability or labor or materials, rationing, civil insurrection, riot, radical 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, failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations of requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

7. Notice: All notices provided for herein shall be in writing and transmitted by messenger, certified mail, or return receipt requested, and shall be mailed or delivered as follows:

As to the District:

Dr. Edward E. Sierra
Utility Director
City of Riviera Beach Utility Special District
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

With a copy to:

Pamala H. Ryan
District Attorney
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

As to Town:

Utilities Director
Town of Mangonia Park
1755 East Tiffany Drive
Mangonia Park, Florida 33407

and

Town Manager
Town of Mangonia Park
1755 East Tiffany Drive
Mangonia Park, Florida 33407

8. Laws of Florida: This Agreement shall be governed by the laws of the State of Florida and it shall become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authorities, if applicable, and subject to all conditions precedent for the rendering of service as set forth in this Agreement (including the obtaining of necessary easements).

9. Miscellaneous

9.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

9.2. No agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties hereto.

9.3. This Agreement shall have a term of ten (10) years. The Agreement may be renewed for an additional term of ten (10) years, upon mutual agreement of the parties, at least twelve (12) months prior to the expiration of the original term. Either party may terminate this Agreement at any time if required by law, administrative order or otherwise required by a governmental agency with jurisdiction over the party. Further, either party may terminate this Agreement by providing twelve (12) months notice to the other party. Notice shall be sent as set out in section 7, above.

9.4. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

10. Dispute Resolution. In the event either party to this Agreement is required to enforce the terms of the Agreement, any conflict will be resolved in accordance with the procedures set forth in Chapter 164, Florida Statutes. In the event the matter is not resolved at mediation, then either party may elect to proceed to circuit court.

11. Approval. This Agreement is subject to approval and appropriate action by the governments of the Town and the District. Upon execution by the parties, the Town agrees to file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

By: Shelby L. Lowe
CHAIRPERSON
THE HONORABLE SHELBY L. LOWE

ATTEST:
(SEAL)
By: C. E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Pamela H. Ryan
PAMALA H. RYAN
DISTRICT ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

By: Dr. Edward E. Sierra
DR. EDWARD E. SIERRA
DISTRICT UTILITY DIRECTOR

DATE: 3/5/08

TOWN OF MANGONIA PARK, FLORIDA

By: [Signature]
MAYOR

AUTHENTICATION:

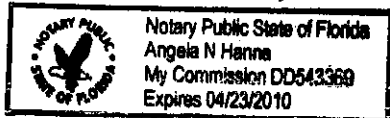
By: [Signature]
Town Clerk

Approved as to form and legal sufficiency

By: [Signature]

DATE: 3.10.08

I, Lee Jeffingwell do attest that this is a true and certified copy of the Town of Mangonia Park Agreement for the Provision of Water Service Between the Town of Mangonia Park and the City of Riviera Beach, dated March 19, 2008.



Lee Jeffingwell - Town Manager
[Signature]

RESOLUTION NO. 05-16

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MANGONIA PARK, FLORIDA, ADOPTING A REVISED SCHEDULE OF FEES AND CHARGES FOR THE PROVISION OF WATER AND WASTEWATER SERVICES, AND FOR PLANT CAPACITY RENDERED BY THE TOWN OF MANGONIA PARK FOR ITS CITIZENS AND OTHER MEMBERS OF THE PUBLIC; PROVIDING THAT THIS REVISED SCHEDULE OF FEES AND CHARGES SHALL BE AVAILABLE FOR INSPECTION AT ALL TIMES AT THE TOWN HALL DURING REGULAR BUSINESS HOURS; PROVIDING AND EFFECTIVE DATE; AN FOR OTHER PURPOSES.

WHEREAS, the Town Council of the Town of Mangonia Park, Florida, desires to adopt a revised schedule of fees and charges relating to the provision of water and wastewater services, and for plant capacity rendered by the Town for the citizens of the Town of Mangonia Park and for other members of the public; and

WHEREAS, the Town Council desires to incorporate all such fees and charges assessed in accordance with Chapter 26. Utilities. Article III Water and Wastewater Rates and Charges; Billing Procedures. of the Town Code of Ordinances into one comprehensive revised fee schedule; and

WHEREAS, the Town Council desires to make certain the schedule of fees and charges is available for inspection such that any member of the public may be aware of the cost of each and every service provided by the Town Department of Utilities.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MANGONIA PARK, FLORIDA, THAT:

Section 1: The Town Council of the Town of Mangonia Park, Florida, hereby officially adopts the Schedule of Fees and Charges attached hereto as "Exhibit A" and made part hereof as if fully set forth herein. This Schedule of Fees and Charges shall replace and supercede any previously adopted schedule of fees and charges.

EXHIBIT "A"

TOWN OF MANGONIA PARK

WATER AND WASTEWATER UTILITIES FEES AND CHARGES

1. Monthly Water and Wastewater Rates

A. Residential Service Rate Schedule

Rates for Water and Wastewater service in private residences and individually metered apartment units.

- 1) Water Service – Base Facilities Charge is the minimum monthly charge and is based on meter size and Monthly Billing Period as follows:

Meter Size	Basic Facilities Charge
5/8" or 3/4"	\$ 9.26
1"	15.43
Larger than 1"	Same as General Service – See subparagraph 1.C.

- 2) Water Service – Usage is the monthly charge for each 1,000 gallons of metered water consumption as follows:

Usage	Rate/1,000 Gallons
First 3,000 gallons	\$0.54
Next 3,000 gallons	0.96 <u>1.03</u>
Next 4,000 gallons	1.60 <u>1.71</u>
Next 5,000 gallons	2.20 <u>2.35</u>
Next 5,000 gallons	2.70 <u>2.89</u>
Over 20,000 gallons	3.20 <u>3.42</u>

- 3) Wastewater Service – Base Facilities Charge is the minimum monthly charge and is based on meter size and Monthly Billing Period as follows:

Meter Size	Basic Facilities Charge
All sizes	\$13.75

4"	343.73
6"	687.52

- 4) Wastewater Usage – The monthly charge for wastewater services based on each 1,000 gallons of metered water consumption as follows:

Usage	Rate/1,000 Gallons
First 700,000 gallons	\$1.15
Next 700,000 gallons	1.72
Next 600,000 gallons	2.32
Over 2,000,000 gallons	2.78

C. General Service Customers or all other customers not classified as either single family or multi-family

- 1) Water Service – Base Facilities Charge is the minimum monthly charge and is based on meter size and Monthly Billing Period as follows:

Meter Size	Basic Facilities Charge
5/8" or 3/4"	\$ 9.26
1"	15.54
1-1/2"	30.84
2"	49.33
3"	98.68
4"	154.18
6"	308.37

- 2) General Water Service Usage is based on each 1,000 gallons of metered water consumption, as follows:

Usage	Rate/1,000 Gallons
First 3,000 gallons	\$0.54
Next 3,000 gallons	0.90
Next 4,000 gallons	1.60
Next 10,000 gallons	2.70
Over 20,000 gallons	3.20

- 3) General Wastewater Service – Base Facilities Charge is a minimum monthly charge and is based on meter size and Monthly Billing Period as follows:

Meter Size	Basic Facilities Charge
5/8" or 3/4"	\$ 20.62