RESOLUTION NO. 15-05-15

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPOINTING TOWN MANAGER JOHN O. D'AGOSTINO TO SERVE AS THE REPRESENTATIVE OF THE TOWN OF LAKE PARK ON THE GOVERNING BOARD OF THE SEACOAST UTILITY AUTHORITY; PROVIDING THAT THE COMPENSATION DESIGNATED BY THE BOARD FOR SUCH REPRESENTATIVE SHALL BE PAYABLE TO THE TOWN OF LAKE PARK AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy exists on the Governing Board of Seacoast Utility Authority (the Board) by reason of the retirement of Town Manager Dale S. Sugerman who served as the Town of Lake Park's representative on the Board; and

WHEREAS, Resolution 02-01-15 appointed Mayor James DuBois to the Board for the remainder of the unexpired term or until such time as a replacement had been appointed by the Town Commission; and

WHEREAS, Paragraph 2C of the Interlocal Agreement which established the Seacoast Utility Authority provides that Board Members shall serve, unless earlier removed, terms of four (4) years in duration or until such time as the Authority's Governing Board Member's replacement has been appointed.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The Town Commission of the Town of Lake Park, Florida does hereby appoint Town Manager John O. D'Agostino to serve as the representative of the Town on the Board for the remainder of the unexpired term or until such time as a replacement has been appointed by the Town Commission.

Section 2. The compensation designated by the Board for the Town's representative shall be payable to the Town of Lake Park.

Section 3. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Rapoza, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR JAMES DUBOIS	✓	
VICE-MAYOR KIMBERLY GLAS-CASTRO	✓	
COMMISSIONER ERIN FLAHERTY	✓	
COMMISSIONER MICHAEL O'ROURKE	Absent	
COMMISSIONER KATHLEEN RAPOZA	✓	

The Town Commission thereupon declared the foregoing Resolution NO. 15-05-15 duly passed and adopted this 20 day of May, 2015.

TOWN OF LAKE PARK, FLORIDA

BY: _____
JAMES DUBOIS
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

TOWN OF LAKE PARK SEAL FLORIDA
(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

JOHN B. DUNKLE
CLERK CIRCUIT COURT

1988 AUG 24 PM 2:31

INTERLOCAL AGREEMENT ESTABLISHING THE
SEACOAST WATER UTILITY AUTHORITY R88 1251

THIS AGREEMENT entered into this 17th day of August, 1988, by and among the CITY OF PALM BEACH GARDENS, FLORIDA, a municipality organized under the laws of the State of Florida, hereinafter referred to as "PBG"; PALM BEACH COUNTY, hereinafter referred to as "COUNTY"; a political subdivision of the State of Florida operating under a "Home Rule Charter" the VILLAGE OF NORTH PALM BEACH, FLORIDA, a municipality organized under the laws of the State of Floria, hereinafter referred to as "NPB"; the TOWN OF LAKE PARK, a municipality organized under the laws of the State of Florida, hereinafter referred to as "LP", and the TOWN OF JUNO BEACH, a municipality organized under the laws of the State of Florida, hereinafter referred to as "JB"; sometimes collectively referred to as the "FIVE ENTITIES".

W I T N E S S E T H:

WHEREAS, the FIVE ENTITIES who are parties to this Agreement have legislative authority over all of the property within the Florida Public Service Commission's certificated area of the public utility known as SEACOAST UTILITY; and

WHEREAS, the FIVE ENTITIES believe that it is the most efficient use of their respective powers to cooperate with each other on a basis of mutual advantage to acquire all the assets, own and operate SEACOAST UTILITY, and thereby to provide water and wastewater utility facilities and service on a non-discriminatory manner throughout the certificated service area of SEACOAST UTILITY (or the "District", as hereinafter described) in a manner and pursuant to a form of governmental organization that will accord best with the desires and economic interests of citizens and utility consumers of the FIVE ENTITIES and with other geographic, economic and population factors influencing the needs and development of the FIVE ENTITIES; and

WHEREAS, the FIVE ENTITIES believe for the following reasons, without limitation, that it is essential, necessary, and in the parties' best interest to acquire all the assets of, through eminent domain or otherwise; SEACOAST UTILITY:

(1) ALL FIVE ENTITIES must meet the new comprehensive planning requirements of Chapter 163 Florida Statutes, which mandate that each coordinate the community's plans for future growth with available sources of funding and the availability of infrastructure. The provision of utilities is a major factor in such infrastructure coordination. Without the public ownership of SEACOAST UTILITY, it will be difficult for the FIVE ENTITIES to meet their statutory mandate with respect to the utilities element of the comprehensive plan.

(b) To provide for a unified system of water and wastewater service for northern Palm Beach County, to provide for the potential of interconnects with other publicly held systems, to assure the continued provision of a safe and healthly environment for the users of the system and to protect the limited water supply capability of the north county environment.

(c) To assure that new expansion of the system will not occur at the expense of needed repairs to the existing system.

(d) To assure that the customers of the system are provided the best, most efficient, inexpensive, service and rates and assure that proper expansion of the system will occur to meet the demands of development as approved in each jurisdiction.

(e) To assure the public health, safety, and welfare of the residents of the system by providing public ownership and control of essential, governmental services in the northern County area.

WHEREAS, Chapter 163, Part I, Fla. Stat., provides a mechanism to accomplish the above-described purpose of the FIVE ENTITIES, permitting the joint exercise of any power, privilege or authority which each entity shares in common and which each might exercise separately; and

WHEREAS, pursuant to Chapter 180, Fla. Stat., PBG, LP, JB and NPB each have the power and authority, with the consent of the other parties hereto, to acquire the assets, own and operate and/or condemn SEACOAST UTILITY; and

WHEREAS, pursuant to Chapter 125, Fla. Stat., the Constitution of the State of Florida and the Palm Beach County Charter, the COUNTY has the power and authority to acquire and/or condemn SEACOAST UTILITY and alternately, pursuant to Chapter 153.03, Fla. Stat., has the authority,

with the consent of the municipalities to acquire the assets and/or condemn the assets of SEACOAST UTILITY and alternately, pursuant to Chapter 153.03, Fla. Stat., has the authority, with the consent of the municipalities to acquire and/or condemn and operate the system.

NOW, THEREFORE, pursuant to Chapter 163, Fla. Stat., the FIVE ENTITIES do hereby enter into an Interlocal Agreement to establish an Authority for the purposes as set forth herein, as follows:

1. Purpose. The purpose of this Interlocal Agreement is to purchase and/or acquire by eminent domain the assets of SEACOAST UTILITY, to own, operate, maintain the system, and provide water and wastewater utility services through the District, as herein defined, in a non-discriminatory manner as to users of the same class in the system and provide the most economical and efficient service, and to provide water and wastewater utility service to all others who can be legally serviced in accordance with a uniform extension policy to be adopted by SUA.

2. Legal Authority/Consent to Serve the Authority. The FIVE ENTITIES hereby create a separate legal entity to administer and execute the terms of this Interlocal Agreement, which separate legal authority shall be hereinafter referred to as the "Seacoast Utility Authority" ("SUA"), which legal authority shall have all the powers, privileges and authority as set forth below and as provided by Chapter 163, F.S., as necessary to accomplish the purposes set forth in this Agreement. The FIVE ENTITIES do hereby consent and agree to the acquisition by condemnation or otherwise of SEACOAST UTILITY within their respective jurisdictions by the SUA and consent to the SUA owning, operating, financing, maintaining, expanding, constructing and reconstructing the utility within their respective jurisdictions in accordance with this Agreement, sound engineering advice and all applicable laws.

A. Definitions.

(i) "District" shall mean the area comprising all of the area within the present Florida Public Service Commission's certificated area of SEACOAST UTILITY as that area may be expanded or contracted in accordance with provisions of this Agreement and the laws of the State of Florida.

(ii) "Equivilent Residential Connection" (ERC). A unit of measurement to be subsequently defined by the SUA Board and applied uniformly throughout the five entities jurisdictions for purposes of this Agreement.

(iii) "Authority Board" shall mean the governing body of SUA, acting for and on behalf of the Authority as a separate legal entity created hereunder.

(iv) "Wastewater System" shall mean and shall include any plant, system, facility or property, and additions, extensions and improvements thereto at any future time constructed to acquire as part thereof, useful or necessary or having a present capacity for future use in connection with the collection, treatment, purification and disposal of sewage of any nature or originating from any source, and without limiting the generality of the foregoing definition, shall embrace treatment plants, pumping stations, lift stations, valves, force mains, intercepting sewers, laterals, pressure lines, mains and all necessary appurtenances and equipment, all wastewater mains and laterals for the reception and collection of sewage from premises connected therewith, and shall include all real and personal property and any interest therein, rights easements and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

(v) "Water System" shall mean and include any plant, system, facility or property, and additions, extensions and improvements thereto at future times, constructed or acquired as part thereof, useful or necessary or having the present capacity for future use in connection with the development of sources, treatment or purification and distribution of water, and, without limiting the generality of the foregoing, shall include dams, reservoirs, storage tanks, mains, lines, valves, pumping stations, laterals and pipes for the purpose of carrying water to the premises connected with such system, and shall include all real and personal property and any interest therein, rights, easements and franchises of any nature whatsoever relating to any such system and necessary or convenient for the operation thereof.

(vi) "Cost" as applied to the acquisition and construction of a water system or a wastewater system or extensions, additions or improvements thereto shall include the cost of construction or reconstruction, acquisition or purchase, the cost of all labor, materials, machinery and equipment, costs of all lands and interest therein, property rights, easements and franchises of any nature whatsoever, finance charges, interest, prior to and during construction, the creation of initial reserve or debt service funds, bond discount, bond insurance, reserve insurance, cost of lands and specifications, surveys and estimates of costs and revenues, cost of engineering, financial and legal services and all other expenses necessary or incidental in determining the feasibility or practicability of such construction, reconstruction or acquisition, administrative expenses or such other expenses as may be necessary or incidental to financing authorized by law, and including reimbursement of the entities or any other person, form or corporation for any monies advanced to SUA in connection with any of the foregoing items of cost or the creation of SUA.

B. Authority Board; Powers. The Authority Board created hereunder is authorized and empowered:

(i) To make rules and regulations for its own governance and proceedings and to adopt an official seal for the Authority.

(ii) To employ, engineers, attorneys, accountants, financial or other experts and such other agents and employees as said Authority Board may require or deem necessary to effectuate the purposes of this Agreement or to contract for any such services. Provided, however, that the employment of all consultants, engineers, attorneys, accountants, financial or other experts during and through acquisition of SEACOAST UTILITY and the employment of the initial management team shall be by unanimous vote of all members.

(iii) To construct, install, erect, acquire and to operate, maintain, improve, extend or enlarge and reconstruct a water system or a wastewater system, or both, within said Authority and the environs thereof, and to have the exclusive control and jurisdiction thereof, subject to the terms of this Agreement; to issue revenue bonds, refunding bonds, notes and any other indebtedness authorized by law, to pay all or

part of the cost of such construction, reconstruction, erection, acquisition or installation of such water system, wastewater system, or both.

(iv) To fix and collect rates, fees, impact fees, and other charges to persons or property, or both, for the use of the facilities and services provided by any water system or wastewater system, or both, and to fix and collect charges for making connections with any such water system or wastewater system and to provide for reasonable penalties on any users or properties for any such rates, fees or charges that are delinquent.

(v) To acquire in the name of the Authority by purchase, gift or the exercise of the right of eminent domain such lands, assets and rights and interest therein, including lands under water and riparian rights and to acquire such personal property as it may deem necessary in connection with the construction, reconstruction, improvement, extension, installation, erection or operation and maintenance of any water system or wastewater system, or both, and to hold and dispose of all real and personal property under its control provided, however, nothing herein contained shall authorize the Authority to act in excess of powers it may exercise as an Authority created under Chapter 163, Fla. Stat., as amended.

(vi) To exercise exclusive jurisdiction, control and supervision over any water system or wastewater system, or both, or any part thereof, owned, operated and maintained by the Authority, and to make and enforce such rules and regulations for the maintenance and operation of any water system or wastewater system, or both, as may be, in the judgment of the Authority Board, necessary or desirable for the efficient operation of any such systems or improvements in accomplishing the purposes of this Agreement.

(vii) To restrain, enjoin or otherwise prevent the violation of this Agreement or the powers of the Authority or any resolution, rule or regulation adopted pursuant to the powers set forth herein.

(viii) To require and enforce the use of its facilities whenever and wherever they are accessible.

(ix) To sell or otherwise dispose of the by-products resulting from water and/or wastewater treatment.

(x) To accomplish construction by holding hearings, advertising for construction bids, if and where applicable, and letting contracts for all or any part or parts of the construction of any water system or wastewater system, or both, to the lowest responsive bidder or bidders or rejecting any and all bids at its discretion, provided that the Authority may purchase supplies, materials and equipment, as well as expend funds for construction work in an amount not to exceed $5,000.00 total cost for each transaction without advertising or receiving bids unless otherwise required by law.

(xi) To construct and operate connecting, intercepting or outlet sewers and wastewater mains and pipes and water mains, conduits or pipelines in, along or under any streets, alleys, highways or other public places or ways within the State or any municipality or public or political subdivision necessary for the purposes of the District.

(xii) Subject to such provisions or restrictions as may be set forth herein or securing any bonds or other obligations issued under this Agreement, to enter into contracts with the government of the United States or any agency or instrumentality thereof, or with any county, municipality, district, authority or political subdivision, private corporation, partnership, association or individual providing for or relating to the treatment, collection and disposal of wastewater or the treatment, supply and distribution of water and any other matters relevant thereto or otherwise necessary to effect the purposes of this Agreement, and to receive and accept from any federal agency grants or loans for or in aid of the planning, construction, reconstruction or financing of any water system or wastewater system, or both, and to receive and accept aid or contributions or loans from any other source of either money, property, labor or other things of value, to be held, used and applied only for the purposes of this Agreement.

(xiii) The Authority shall have the power to sue and be sued, to contract in its own name and such other powers as may be necessary or proper to carry out the purposes of this Agreement.

(xiv) The Authority, should it deem it necessary, for financing, taxation or other reasons, shall have the power to incorporate or conduct business in any other form as may be provided by law.

C. Authority Board; Composition. The Authority Board shall be comprised of five members; one (1) member to be appointed by each of the governing bodies of PBG, COUNTY, NPB, LP and JB. Voting of the members initially shall be weighted as follows:

Palm Beach Gardens	40%
County	20%
Lake Park	10%
Juno Beach	10%
North Palm Beach	20%
	100%

This composition shall not change without the unanimous consent of all five entities until October 1, 1991. On October 1, 1991, and thereafter, the voting of the members shall be weighted in proportion to the number of "Equivalent Residential Connections" (as herein defined) that each of the FIVE ENTITIES has, now and at any time in the future (as of the "Determination Date"), within its jurisdictional boundaries (the "Weighted Vote Formula"); provided that no entity shall have less than 2% voting interest and that if any one of the FIVE ENTITIES has more than a 50% voting interest, by virtue of said Weighted Vote Formula (the "Majority Control Entity"), then in such event at least one additional member of the Authority Board shall be required to assent in any actions to be taken by the Authority Board. For purposes of this Section, the term "Equivalent Residential Connection" shall mean a unit of usage of 350 gallons per day average annual consumption. In the event of the usage of a master meter, the unit of gallonage usage shall be divided into the gallonage consumed through said master meter to arrive at the ERC equivalent value. The weighted voting percentage shall be adjusted on the basis of the Weighted Vote Formula as of October 1, 1991, and thereafter shall be adjusted on October 1st every three years (the "Determination Date).

The Authority Board members shall serve at the pleasure of the governing body by whom the Authority Board member was appointed, and may be removed at any time by such governing board without cause or requirement of hearing, and shall serve, unless earlier removed, terms of four (4) years duration or until such time as such Authority Board

member's replacement has been appointed. The Authority Board members so appointed shall elect from among its members a Chairman and a Vice Chairman to serve at the pleasure of the Authority Board. Election of the Chairman and Vice Chairman shall be done annually at the first regular Authority Board meeting. The Chairman shall preside at meetings of the Authority Board, shall be recognized as head of the Authority Board for service of process, execution of contracts, deeds and other documents as approved by the Authority Board. The Vice Chairman shall act as Chairman during the absence or disability of the Chairman. The Authority Board shall meet regularly at least once in every month at such times and places as the Authority Board may prescribe by rule. Special meetings may be held on the call of the Chairman or of a majority of the board members, (in numbers or in Weighted Vote Representation) and, whenever practicable, upon no less than twelve (12) hours notice to each member and the public. The Authority Board shall determine its own rules and orders of business. A majority of the Authority Board shall constitute a quorum; but a smaller number may adjourn from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the Authority Board. No action of the Authority Board, except as otherwise provided in the preceding sentence, shall be taken by the Authority without the concurrence of 51% of the weighted voting.

The Chairman, when the Authority Board is in session, shall enforce parliamentary rules for its governance so far as they are applicable to the Authority Board proceedings.

D. Revenue Bonds; Issuance, Etc. The Authority Board is authorized to provide, from time to time, for the issuance of revenue bonds to pay all or part of the cost of acquisition or operation of a water system or wastewater system, or both, or any additions, extensions or improvements thereto, in accordance with the provisions of law.

E. Schedule of Rates and Fees.

(i) The Authority Board shall fix the initial schedule of rates, fees or other charges for the use of and the services and facilities to be furnished by any such water system or wastewater system to be paid by the owner, tenant, or occupant of each structure, facility,

lot or parcel of land which may be connected with or used by any such system or systems of the Authority. After the system or systems shall have been in operation, the Authority Board may revise the schedule or rates, fees and charges from time to time; provided, however, that such rates, fees and charges shall be so fixed and revised so as to provide sums, which, with other funds available for such purposes, shall be sufficient at all times to pay the expenses of operating and maintaining such water system or wastewater system, or both, including reserves for such purposes, the principal of and interest on revenue bonds as the same shall become due and reserves thereof, and to provide a margin of safety over and above the total amount of any such payments, and to comply fully with any covenants contained in the proceedings authorizing the issuance of any bonds or other obligations of the Authority. The Authority shall charge and collect such rates, fees and charges so fixed or revised, and such rates, fees and charges shall not be subject to the supervision or regulation by any other commission, board, bureau, agency or other political subdivision or agency of the county or state.

(ii) Such rates, fees and charges shall be just and equitable and uniform for users of the same class and where appropriate may be based or computed either upon the quantity of water consumed or upon the number and size of wastewater connections or upon the number and kind of plumbing fixtures in use in the premises or upon the number or average number of persons residing or working in or otherwise using or occupying such premises or upon any other factor affecting the use of the facilities furnished or upon any combination of the foregoing factors as may be determined by the Authority Board on any other equitable basis. All such rates and charges shall be non-discriminatory with respect to the geographical boundaries of the FIVE ENTITIES for users of the same class.

(iii) No rates, fees or charges shall be fixed under the foregoing provisions of this section until after a public hearing at which all the users of the proposed wastewater system or water system, or both, or owners, tenants or occupants served or to be served thereby and all others interested shall have an opportunity to be heard concerning the proposed rates, fees and charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees and

charges shall be given by one publication in a newspaper published in the County and circulating in the Authority at least ten (10) days before the date fixed in such notice for the hearing, which may be adjourned from time to time. After such hearing, such schedule or schedules, either as initially adopted, or as modified or amended, may be finally adopted.

(iv) A copy of the schedule or schedules of such rates, fees or charges finally adopted shall be kept on file in the office of the Authority and shall be open at all times to public inspection. The rates, fees or charges so fixed for any class of users or property served shall be extended to cover any additional users or properties thereafter served which shall fall in the same class, without the necessity of any hearing or notice. Any change or revision of such rates, fees or charges may be made in the same manner as such rates, fees or charges were originally established as hereinabove provided.

(v) The same rates, fees and charges shall be fixed and collected from any county, school district or other political subdivision using the services and facilities of the water system or wastewater system, or both, as are fixed and collected from other users of such facilities in the same class. No free water or wastewater services shall be rendered by the Authority and no discrimination shall exist in the fees, rates and charges for users of the same class. The Authority may not provide service to any user in contravention of the requirements set forth above unless required by law or a court of competent jurisdiction.

(vi) In the event that the fees, rates or charges for the services and facilities shall not be paid as and when due, any unpaid balance thereof, and all interest accruing thereon, shall be a lien on any parcel or property affected thereby. Such lien shall be superior and paramount to the interest on such parcel or property of any owner, lessee, tenant, mortgagee or other person, except the lien of county taxes, and shall be on a parity with the lien of any such county taxes, except as otherwise provided in Chapter 180.135, Fla. Stat. In the event that any such service charge shall not be paid as and when due and shall be in default for thirty (30) days or more, the unpaid balance thereof, and all interest accrued thereon, together with attorney's fees and costs, may be recovered by the Authority in a civil action, and any such lien and accrued interest may be foreclosed or otherwise enforced by the

Authority by action or suit in equity as for the foreclosure of a mortgage on real property.

F. Annual Reports of Authority Board. The Authority Board shall cause to be made at least once every year a comprehensive report of its utility system, including all matters relating to rates, revenue, expenses of maintenance, repair and operation, and renewals and capital replacements, principal and interest requirements and the status of all funds and accounts. Copies of such reports shall be filed promptly with governing bodies of the FIVE ENTITIES and shall be open to public inspection.

G. Compensation. The members of the Authority Board shall serve initially without compensation. After acquisition, compensation may be set by the unanimous vote of the Authority Board members in accordance with all provisions of applicable law.

3. Expense. This Authority is established on the basis that once the Seacoast Utility is acquired, the Authority shall establish a schedule of rates and charges to cause the utility to be self-sustaining and there shall not be any obligation on the part of the FIVE ENTITIES for financial contributions and any initial contributions pursuant to this paragraph shall be reimbursed to the FIVE ENTITIES within three years of acquisition in accordance with this section. The Authority shall not be authorized to create or distribute a profit. This shall not, however, prevent the Authority from establishing reserves for unanticipated expenses or for future projects in keeping with sound, prudent and reasonable operation of the system in accordance with industry standards or from fulfilling any other requirements imposed by bond financings or by law. It is anticipated that the acquisition of the system will be financed through a revenue bond issue. It will be necessary for the Authority to incur certain preliminary costs prior to the issuance of the bonds. These costs include professional fees, condemnation costs, if necessary, and all other such costs as the Authority deems necessary to accomplish its purpose. The FIVE ENTITIES agree to initially fund the Authority as follows:

Palm Beach County	$100,000
Palm Beach Gardens	$200,000
North Palm Beach	$100,000
Lake Park	$ 50,000
Juno Beach	$ 50,000

Should initial expenses exceed the sum of $500,000, then the Authority shall have the right to call upon the FIVE ENTITIES for a second contribution in the same amounts as the initial contributions and the FIVE ENTITIES shall make such contributions on a pro-rata basis in accordance with the Authority's composition. The total joint contribution by the FIVE ENTITIES shall not exceed $1,000,000 without the unanimous approval of the FIVE ENTITIES. To the extent legally and financially feasible, such initial contributions shall be reimbursed to each entity at the time of issuance of the revenue bonds to acquire the system and to the extent they are not, they shall be reimbursed by the Authority from revenues of the Authority as soon as such revenues can be generated and deemed sufficient by the Authority Board to make such repayment or return, but in any event, within the first three years of operation of the Authority. In addition, expenditures of the FIVE ENTITIES incurred prior to the date of this Agreement that are deemed reasonable and in furtherance of the goals of this Agreement, by unanimous vote, may be reimbursed when funds are available.

4. Current Utility Employees. It is the intent of the parties to acquire the utility and offer continued employment to its current employees who shall thereafter remain employees of the Authority under such terms and conditions as set forth in a uniform personnel policy and procedures manual to be adopted by the Authority Board.

5. Termination. This Interlocal Agreement shall terminate only upon the unanimous consent of the FIVE ENTITIES.

6. Disposition of System. Should this Utility be sold or disposed of by the SUA, proceeds of the sale or disposition shall be pro-rated amongst the FIVE ENTITIES in proportion to the number of ERC's existing in each jurisdiction on the date of disposition.

7. Miscellaneous. This Agreement may not be amended, except upon the unanimous written agreement of the FIVE ENTITIES. In the event of any dispute arising out of or in relation to this Agreement, the

prevailing party shall be entitled to attorney's fees and costs, including attorney's fees through all appellate procedures.

8. Filing. Upon execution of this Agreement, and subsequent amendments thereto, this Agreement and such subsequent amendments shall be filed with the Clerk of the Circuit Court of Palm Beach County. This Agreement shall be effective upon filing with the Clerk.

9. Agreement Supersedes. This Agreement supersedes and replaces any and all previous agreements between the parties or any combination thereof relating to the acquisition of Seacoast Utilities and other such agreements are void ab initio.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

(OFFICIAL SEAL)

CITY OF PALM BEACH GARDENS, FLORIDA

MAYOR

ATTEST:

BY: CLERK

WITNESSES:

(OFFICIAL SEAL)

PALM BEACH COUNTY

CHAIR

AUG 16 1988

ATTEST: JOHN B. DUNKLE, CLERK Board of County Commissioners

BY: CLERK By DEPUTY CLERK

WITNESSES:

(OFFICIAL SEAL)

VILLAGE OF NORTH PALM BEACH

MAYOR

ATTEST:

BY: CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

COUNTY ATTORNEY

WITNESSES:

(OFFICIAL SEAL)

TOWN OF LAKE PARK

MAYOR

ATTEST:

BY: CLERK

WITNESSES:

(OFFICIAL SEAL)

TOWN OF JUNO BEACH

MAYOR

ATTEST:

BY: CLERK

Seacoast Utility Agreement/ck
August 8, 1988

STATE OF FLORIDA
COUNTY OF PALM BEACH } SS.

I, JOHN B. DUNKLE, Clerk of the Circuit Court of the Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, do hereby certify that the above and foregoing is a true copy of the Interlocal Agreement Establishing the Seacoast Water Utility Authority which was filed in the Clerk's office on August 24, 1988 at 2:31 p.m.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Court at West Palm Beach, Florida, this the 10th day of November, A.D. 19 88

JOHN B. DUNKLE,
Clerk of Circuit Court
Palm Beach County, Florida

By Margaret L. Newlan
Deputy Clerk Margaret L. Newlan

CCC-3