

MEMORANDUM OF UNDERSTANDING FOR NEW WATER SUPPLY

This Memorandum of Understanding (MOU) is made and entered by and between the Englewood Water District, an independent special district of the State of Florida (“EWD”), and the Peace River Manasota Regional Water Supply Authority, an independent special district of the State of Florida (“Authority”), collectively the “Parties” For consideration of a local/regional partnership on a water supply Project.

WITNESSETH:

WHEREAS, the Parties recognize the need for environmentally sustainable, adequate, reliable, and high-quality drinking water supplies to meet local and regional needs, and

WHEREAS, integrating local and regional supplies provides water system reliability benefits for both local partner and regional partners, and

WHEREAS, the Parties desire to work together to explore opportunities to partner on the Project for mutual benefit; and

WHEREAS, the Parties understand that furtherance of this Project will require development of a mutually acceptable Agreement between Parties that will establish, among other obligations, Project ownership, operations, timeframe, and financial requirements; and

WHEREAS, the execution of this MOU is not a financial commitment on the part of either Party to design or develop the Project;

NOW THEREFORE, in consideration of the foregoing, which shall be deemed an integral part of this MOU and of the mutual covenants contained herein, the Parties intend to pursue the following:

1. INVESTIGATE LOCAL-REGIONAL PARTNERSHIP ON THE FOLLOWING PROJECT:

Obtaining a separate Conjunctive Use Permit, or modifying the Authority's existing Conjunctive Use Permit (20012926) to make EWD idle production capacity available to the Authority.

2. PROJECT ATTRIBUTES AND PROVISIONS.

The parties shall work to insure that the Project as designed and developed meets the following general provisions:

2.1 Is consistent with the Authority Strategic Plan including

2.1.1 Integrating Water Supplies

2.1.2 Conjunctive Use of Resources

2.1.3 Is Financially Feasible

2.1.4 Provides Long-Term or Permanent Regional Supply

2.1.5 Provide an Environmental Benefit

2.2 Is consistent with SWFWMD Policy & Goals including

2.2.1 Consistent with SWUCA Goals

2.2.2 Supports/Provides Rotational Capacity

2.2.3 Provides/Improves Resource Management Opportunities

2.2.4 Consistent with SWFWMD Co-Funding Policies

3. DEVELOPMENT OF PROJECT AGREEMENT: The Parties intend to develop a Project Agreement that defines each Parties participation and obligations in the Project. The Agreement shall be submitted for approval to the Parties respective governing bodies, and shall, at a minimum, include the following:

3.1 Detailed Project description

3.2 Project Location

- 3.3 Identification of expected Project yield and phasing (if applicable)
 - 3.4 Description of the obligations of each Party during design and construction phases if applicable
 - 3.5 Identification of Parties real property ownership in the Project
 - 3.6 Identification of Parties individual ownership in installed Project facilities
 - 3.7 Identification of water connection/delivery locations
 - 3.8 Identification of each Parties control of the installed Project facilities
 - 3.9 Parties participation and responsibilities in Environmental Permits
 - 3.10 Identification of each Parties responsibilities in Project facility operations
 - 3.11 Identification of Cost shares in the Project for each Party including capital costs and operational and maintenance costs
 - 3.12 Minimum finished water quality requirements for delivery
 - 3.13 Project schedule
 - 3.14 Designated project contacts
 - 3.15 Termination of Agreement
4. **TIMEFRAME & TERMINATION** The MOU may be terminated at any time by either party upon 30 days prior written notice to the other Party. Unless extended by mutual written consent of both Parties, The MOU will terminate automatically on July 31, 2010, or upon the execution of a Project Agreement by both respective governing bodies of the Parties, whichever date is earlier.

5. PROJECT UNDERSTANDING

Execution of this MOU and development of a Project Agreement will not guarantee selection of Project for regional partnership unless and until Project Agreement is approved by both Parties governing bodies. Some Projects for which Agreements are pursued may not be selected for development in partnership with the region.

6. CONTACTS

All correspondence and notifications relating to the MOU and/or the Project shall be made to the following:

Peace River Manasota Regional Water Supply Authority
Mr. Patrick Lehman, P.E., Executive Director
6311 Atrium Drive, Suite 100
Bradenton, Florida 34202

Englewood Water District
Mr. Richard Rollo, P.E., Administrator
201 Selma Ave.
Englewood, Florida 34223

IN WITNESS WHEREOF, the Parties have executed this Contract for the purposes expressed.

ENGLEWOOD WATER DISTRICT

Steve Samuels, Chairman

ATTEST:

By: _____
Maureen A. Cronk, Secretary to the Board

APPROVED AS TO FORM:

Robert Berntsson, Attorney for
Englewood Water District

ATTEST:

PEACE RIVER/MANASOTA REGIONAL
WATER SUPPLY AUTHORITY

Patrick J. Lehman, Executive Director

Richard Loftus, Chairman

APPROVED AS TO FORM:

Douglas Manson, General Counsel for the
Peace River Manasota Regional Water Supply Authority