

RESOLUTION NO. 2010 - 035

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN THE TOWN OF SOUTHWEST RANCHES, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, THE SOUTH BROWARD DRAINAGE DISTRICT, AND THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, RELATING TO A PILOT PROJECT TO HELP ENSURE THE TOWN'S WATER QUALITY AND TO HELP REDUCE FLOODING WITHIN THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE MOU; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Southwest Ranches (Town) desires to enter into a Memorandum of Understanding ("MOU") with the South Florida Water Management District ("SFWMD"), the South Broward Drainage District ("SBDD"), and the Department of Agriculture and Consumer Services ("DACS") to help ensure the Town's water quality and to help reduce flooding within the Town; and

WHEREAS, the MOU enacts a pilot project to study the water quality and discharge as it relates to the SBDD's S9/S10 Basin and it also attempts to alleviate some of the Town's flooding by modifying the operating schedule for the C-12, C-13, and C-13A Canals; and

WHEREAS, the Town Council believes that entering into this MOU is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above-referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby agrees to enter into a Memorandum of Understanding, in substantially the same form as that attached hereto as Exhibit "A", with the South Florida Water Management District, the South Broward Drainage District, and the Department of Agriculture and Consumer Services, as it relates to a pilot project to help ensure the Town's water quality and to help reduce flooding within the Town.

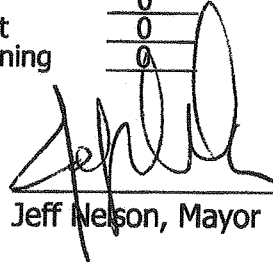
Section 3: The Town Council of the Town of Southwest Ranches hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into a MOU in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of February, 2010, on a motion by Council Member Breitkreuz, seconded by Council Member McKay.

Nelson	<u>AYE</u>
Knight	<u>AYE</u>
Breitkreuz	<u>AYE</u>
Fisikelli	<u>AYE</u>
McKay	<u>AYE</u>

Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>



Jeff Nelson, Mayor

ATTEST:



Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney

ACTIVE: 2877054_1

**BEFORE THE GOVERNING BOARD OF THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT**

IN RE:

**MEMORANDUM OF AGREEMENT
AMONG THE SOUTH FLORIDA
WATER MANAGEMENT DISTRICT,
THE TOWN OF SOUTHWEST
RANCHES, THE DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES AND THE SOUTH
BROWARD DRAINAGE DISTRICT,
REGARDING SBDD BASIN S9/S10**

Pursuant to Chapter 373, Fla. Stat., and the rules promulgated thereunder, this Memorandum of Agreement ("MOA") is entered into by mutual consent by the South Florida Water Management District ("SFWMD"), the Town of Southwest Ranches ("the Town"), the South Broward Drainage District ("SBDD"), and the Department of Agriculture and Consumer Services ("DACS"), (collectively referred to as "the Parties") for a pilot project to investigate revisions to water management system operations and water quality improvement within the SBDD's S9/S10 Basin.

FINDINGS OF FACTS

1. SFWMD is a public corporation of the State of Florida existing by virtue of Chapter 25270, Laws of Florida, 1949, and operating pursuant to Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code, as a multipurpose water management district with its principle office at 3301 Gun Club Road, West Palm Beach, Florida, 33406. SFWMD is authorized to enter into agreements pursuant to section 373.083, Fla. Stat.

2. The Town is a municipal corporation of the State of Florida, formed pursuant to Chapter 475 of the Laws of Florida.
3. SBDD is a drainage district operating pursuant to Chapter 98-524, Laws of Florida as amended. SBDD owns and operates the C-12, C-13, and C-13A structures (located within the SFWMD's C-11 Basin) pursuant to SFWMD Permit Number 06-01400-S.
4. DACS is an agency of the State of Florida created pursuant to section 20.14, Fla. Stat., and the Department's Office of Agricultural Water Policy is established in section 570.074, Fla. Stat., and implements DACS' powers and duties embodied in section 403.067, Fla. Stat., relative to the creation and implementation of agricultural Best Management Practices ("BMPs"). DACS, in accordance with section 403.067, Fla. Stat., is responsible for the development and adoption of agricultural BMPs for the purposes of conserving and restoring Florida's water resources statewide. DACS currently has adopted water quality and quantity BMPs manuals for citrus, sod, vegetable and row crops, beef cattle, and containerized nursery producers, hereinafter referred to collectively as "agricultural BMPs."
5. The Town has reported that, as a result of revisions to the South Broward Drainage District's water management system implemented in late 2005, there has been an increase in ponding of stormwater in portions of the system within the Town. The revisions to the water management system were implemented in furtherance of the objectives in the Western C-11 Basin Critical Restoration Project. The Town contends that there is an increase in the seasonal water level within parts of the system serving the Town, resulting in standing water creating the potential for adverse effects due to an

increased likelihood of septic tank/drainfield system failure and transport of animal waste into the downstream system. The proposed pilot project is intended to reduce the potential frequency of the reported occurrence of these situations. In addition, the Town is committed to implementing a series of source controls and structural BMP's with the assistance of the other Parties to this MOA. With implementation of the proposed plan, it is expected that there will be less runoff from smaller rainfall events with an increase in soil storage within the northern portions of the system. For large rainfall events, the peak discharge rates from the SBDD S-9/S-10 system are not authorized to increase.

NOW THEREFORE IT IS AGREED:

SFWMD'S RESPONSIBILITIES

6. SFWMD covenants and agrees:

(a) SFWMD agrees to provide the Town with technical assistance in educating the Town's elected officials, public, and other stakeholders regarding the need for BMPs. SFWMD shall assist the Town's effort to develop an educational outreach program which may include:

- (1) The regulatory structure and the BMPs;
- (2) The environmental consequences of phosphorus and other nutrients in the Everglades;
- (3) The importance of the Everglades and environmental restoration to the community; and
- (4) Participation in public forums to educate the community, elected officials and other stakeholders on these activities. The number and extent of SFWMD's participation shall be mutually agreed to by the Town and SFWMD.

(b) This MOA does not require or imply that SFWMD will alter the operation of the SFWMD's C-11 West Canal ("C-11") or the SFWMD's C-9 Canal or both.

(c) The SFWMD shall assist the Town in securing funding to implement this MOA.

THE TOWN'S RESPONSIBILITIES

7. The Town covenants and agrees:

(a) Task 1. The Town agrees to identify and conduct additional water quality monitoring. The components for Task 1 include:

(1) The Town shall coordinate with SBDD in the Town obtaining additional sampling at inflow points from the City of Pembroke Pines into the Town. The Town shall use the same water quality sampling frequency as the SBDD. The points of discharge are shown on Exhibit 1 which is attached hereto and made a part hereof. Nothing in this agreement shall obligate SBDD to increase either the number of locations at which it currently conducts water quality monitoring or the frequency with which it currently collects samples.

(2) Water quality sampling shall be conducted within accepted standards as established by the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) for Field Activities (FDEP-SOP-001/01), and by water quality labs accredited in accordance with the National Environmental Laboratory Accreditation Conference (NELAC) and in conjunction with similar existing programs conducted by SBDD and SFWMD. Results shall be provided to SFWMD and SBDD within a maximum of thirty (30) days after sampling.

(3) The activities in Task 1 shall be commenced within sixty (60) days

of the approval of the MOA by the required governing bodies and execution by the appropriate administrative heads of each agency, or designees, hereinafter referred to as the "effective date."

(4) In the event that sampling of discharges into the C-11 demonstrates an increase in the average annual load of phosphorus discharges, as compared to the water quality sampling data collected by the SBDD during the period 2000-2010, then the Parties agree that the plan specified herein must be modified to address the increase in phosphorus discharge. If the phosphorus sampling results for discharge into the C-11 exceed the long-term average at that location by more than 20%, then a repeat sample shall be immediately taken for comparison. If the results of the second sample are still in excess of the long-term average by 20%, then the pilot project shall be discontinued until a resolution is reached as to the cause of the exceedance and corrective measures are taken to avoid future exceedance. If the phosphorus sampling results for discharge into the C-11 exceed the long-term average at that location by more than 50%, then the pilot project shall be discontinued immediately and will not resume until a resolution is reached as to the cause of the exceedance and corrective measures are taken to avoid future exceedance. The long-term average phosphorus concentration is based on the SBDD sampling program conducted from 2000 to 2010. The long-term average of 65 ppb for the SBDD C-12 is represented by station C1102.8TS. The long-term average of 19 ppb for the SBDD C-13 is represented by station C1102.0TS. The long term average of 29 ppb for the SBDD C-13A is represented by station C1101.7TS. If necessary due to changes in law or other water quality improvement obligations, SFWMD may require alternative or additional

sampling, monitoring, or other measures to enable the District to comply with its obligations.

(b) Task 2. The components for Task 2 include:

(1) Within sixty (60) days of the effective date and concurrent with the water quality monitoring activities set forth in Task 1, the Town shall conduct additional water quality sampling to identify areas, if any, of concentrated or unusually high levels of total phosphorous which either discharge or have the potential to discharge into the C-11. The locations for additional sampling are set forth in Exhibit 1 and are hereafter referred to as "hotspots." The parties shall be notified and the test results shall be posted on the Town's website within fifteen (15) days of the receipt of the same. If hotspots are identified with regard to areas which either discharge or have the potential to discharge into the C-11, the parties agree to develop recommendations to address the hotspots.

(2) All vendors conducting the water quality testing and other activities shall meet the qualifications as set forth in paragraph 7(a)(2).

(c) Task 3. Within six (6) months of the effective date of the MOA, the Town shall develop and identify locations for "sediment sumps." This activity will be developed in partnership with SBDD. The proposed locations shall be transmitted to the SFWMD for concurrence. Within forty-five (45) days of the identification of the locations for the sediment sumps SBDD, in cooperation with the Town, shall apply for an Environmental Resource Permit for the construction and operation of sediment sumps subject to funding availability.

(d) In coordination with the other Parties to the MOA, the Town agrees to work with nursery, livestock, agricultural interests and producers to implement agricultural BMPs within the Town.

SBDD'S RESPONSIBILITIES

8. SBDD covenants and agrees:

(a) SBDD operates structures C-12, C-13, and C-13A pursuant to Permit Number 06-01400-S. This MOA authorizes alternative operations of these structures for a pilot project as described in the attached Exhibit 2, attached hereto and made a part hereof.

(b) Upon completion of the pilot project, if the results, as determined by SFWMD, demonstrate a need to modify the S9/S10 Basin water management system or its operation or both, as determined by the Parties, then SBDD agrees to file an application to modify its permit to implement the recommended improvements.

(c) With respect to water quality sampling, SBDD agrees to continue its existing program and to provide technical assistance, as can reasonably be provided by SBDD staff, to the Town as it develops its program.

(d) SBDD shall comply with the conditions contained in its permits, as modified by this MOA.

DACS RESPONSIBILITIES

9. DACS covenants and agrees:

(a) DACS agrees to work with the Parties to this MOA, to provide educational and technical assistance to nursery producers within the Community of Southwest

Ranches and encourage them to enroll their nursery operations into the DACS' BMPs program.

(b) As resources allow, DACS, in partnership with the Parties, will offer cost-share assistance to nursery producers who enroll in the DACS' BMPs program to offset a portion of the cost of implementing water conservation and water quality protection-based BMPs.

GENERAL PROVISIONS

REVIEW OF AGREEMENT

10. This MOA shall be jointly reviewed by the Parties quarterly following the effective date of this MOA. The purpose of the review is to determine the effectiveness and efficiency of this MOA, the pilot project and to discuss the sampling results in order to identify and negotiate any necessary modifications. Any non-compliance with the terms and conditions of the permits identified above and this MOA or any issues related to implementation shall also be addressed at these times.

CONFLICT BETWEEN AGREEMENTS

11. This MOA shall supersede any prior understanding or written or verbal agreements among the Parties regarding the subject matter of this MOA.

SEVERABILITY

12. If any part of this MOA is judicially, administratively or otherwise determined to be invalid or unenforceable, the other provisions of this MOA shall remain in full force and effect provided that the material purposes of this MOA can be determined and effectuated.

RECORD REQUIREMENTS

13. The Parties shall maintain organized files of all public records and materials prepared or received in connection with any official business taken pursuant to this MOA which is intended to perpetuate, communicate or formalize knowledge. The Parties shall comply with Chapter 119, Fla. Stat., with regard to the inspection, copying, maintenance and disposition of public records.

NOTICES

14. All notices and reports required or permitted to be given under the terms and provisions of this MOA shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the Parties as follows:

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
% Director, Environmental Resource Regulation Department
P.O. Box 24680
West Palm Beach, Florida 33416-4680

TOWN OF SOUTHWEST RANCHES
% Town Administrator
6589 SW 160th Avenue
Southwest Ranches, FL 33331

SOUTH BROWARD DRAINAGE DISTRICT
% District Director
6591 SW 160th Avenue
Southwest Ranches, FL 33331

DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
% Director, Office of Agricultural Water Policy
1203 Governor's Square Blvd. Suite 200
Tallahassee, Florida 32301

or to such other address as may hereafter be provided by the parties in writing. Notices by registered or certified mail shall be deemed received on the delivery date indicated by the U.S. Postal Service on the return receipt.

RIGHTS OF OTHERS

15. Nothing in this MOA expressed or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this MOA.

TERM, MODIFICATION AND TERMINATION OF AGREEMENT

16. This MOA is for a period of one (1) year from the effective date of this MOA. At the end of the one (1) year period, the pilot project will be analyzed by the Parties to determine its success and any modifications needed. Depending on the results during the one (1) year period, the Parties may jointly consider extending the pilot project for an additional year. If it is determined that the pilot project is successful, SBDD in cooperation with the Town, shall apply for permit modifications to permanently implement the project providing funding is available. During the period of review of the permit applications, this MOA may be extended upon written agreement of the Parties. Any permit modification made to permanently implement the project shall include the construction of one or more control structures necessary to provide the areas of SBDD Basins S-9 and S-10 south of the area for which the lower control elevation is proposed by this agreement, with the same level of bleed down ability and flood protection included in Permit Number 06-1400-S. Furthermore, SBDD shall not have any obligation to incur cost related to the construction of the proposed control structures.

17. This MOA, and any exhibits, may be modified in writing at any time as necessary by mutual written consent of the Parties. Modifications may be made in whole, by part, or by section, and upon approval shall supersede previous versions of this MOA.

18. Any party may terminate this MOA without cause by providing not less than sixty (60) days prior written notice of intent to terminate to the other Parties. Once a party

gives notice of its intention to terminate this MOA, the Parties shall make good faith efforts to resolve their differences prior to the effective date of the termination.

OTHER REGULATORY REQUIREMENTS

19. This MOA does not obviate the necessity to obtain any required federal, state, local and special district authorizations prior to the commencement of any activity authorized or required herein.

20. If any other regulatory agency requires changes which would affect the terms of this MOA, the party subject to the regulatory requirement shall notify the SFWMD and the other Parties in writing of the changes prior to implementation so that a determination can be made as to whether or not a modification to this MOA is required. Changes requiring a modification to this MOA shall not be implemented until the modification is approved by SFWMD.

LIMITATION OF RIGHTS

21. This MOA neither creates nor otherwise conveys to the Parties any property right, or any interest in real property, nor does it authorize or convey any rights or privileges other than those specified in the MOA.

22. Nothing in this MOA, whether expressed or implied, is intended to confer upon any person other than the Parties hereto any rights or remedies under or by reason of this MOA.

MISCELLANEOUS PROVISIONS

23. This MOA does not constitute a waiver of any authority of SFWMD under Chapter 373, Fla. Stat., or the rules, promulgated thereunder, nor shall it be construed

to authorize any activity within the jurisdiction of SFWMD except in accordance with the express terms of this MOA and the permits referenced above.

24. This MOA, together with the permits, incorporates, embodies and expresses all agreements and understandings regarding the subject matter described herein among the Parties and may not be altered except as authorized in paragraph 17 hereinabove.

25. There shall be no waiver of any right contained in this MOA unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this MOA shall impair such right or be construed to be a waiver thereof. Any waiver shall be limited to the particular rights so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this MOA.

26. The invalidity of one or more of the terms or conditions contained in this MOA shall not affect the validity of the remaining portion of the MOA provided that the material purposes of this MOA can be determined and effectuated. In the event of a conflict between the provisions of this MOA and the permit, the provisions of the MOA shall prevail.

(Remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed in counterpart originals by their duly authorized representative(s) on the dates noted below.

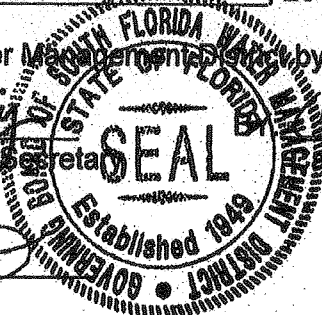
Passed and approved by the South Florida Water Management District by Its Governing Board, this 11th day of February, 2010.

ATTEST: South Florida Water Management District by Its Governing Board

BY: Jane D. Gorty District Secretary Carol A. Wehle Executive Director

LEGAL FORM APPROVED

BY: Susan Martin



Passed and approved by the Town of Southwest Ranches this _____ day of _____, 2010.

ATTEST: Town of Southwest Ranches

BY: _____
Name
Title

BY: _____
Name
Title

LEGAL FORM APPROVED

BY: _____

Passed and approved by South Broward Drainage District this _____ day of _____, 2010.

ATTEST: South Broward Drainage District

BY: _____
Name
Title

BY: _____
Name
Title

LEGAL FORM APPROVED

BY: _____

Passed and approved by the Department of Agriculture and Consumer Services this _____ day of _____, 2010.

ATTEST: Department of Agriculture and Consumer Services

BY: _____
Name
Title

BY: _____
Name
Title

LEGAL FORM APPROVED

BY: _____

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed in counterpart originals by their duly authorized representative(s) on the dates noted below.

Passed and approved by the South Florida Water Management District by its Governing Board, this _____ day of _____, 2010.

ATTEST: South Florida Water Management District by its Governing Board

BY: _____
_____, District Secretary

BY: _____
Eric Buermann, Chair

LEGAL FORM APPROVED

BY: _____

Passed and approved by the Town of Southwest Ranches this 1st day of June, 2010.

ATTEST: Town of Southwest Ranches

BY: _____
Name Jeff Nelson
Title Mayor

BY: _____
Name Charles H. Lynn, AICP
Title Town Administrator

LEGAL FORM APPROVED

BY: _____
Gary A. Pollakoff, J.D., Town Attorney

Passed and approved by South Broward Drainage District this _____ day of _____, 2010.

ATTEST: South Broward Drainage District

BY: _____
Name _____
Title _____

BY: _____
Name _____
Title _____

LEGAL FORM APPROVED

BY: _____

Passed and approved by the Department of Agriculture and Consumer Services this _____ day of _____, 2010.

ATTEST: Department of Agriculture and Consumer Services

BY: _____
Name _____
Title _____

BY: _____
Name _____
Title _____

LEGAL FORM APPROVED

BY: _____

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed in counterpart originals by their duly authorized representative(s) on the dates noted below.

Passed and approved by the South Florida Water Management District by Its Governing Board, this _____ day of _____, 2010.

ATTEST: South Florida Water Management District by Its Governing Board

BY: _____
_____, District Secretary

BY: _____
Eric Buermann, Chair

LEGAL FORM APPROVED

BY: _____

Passed and approved by the Town of Southwest Ranches this _____ day of _____, 2010.

ATTEST: Town of Southwest Ranches

BY: _____
Name _____
Title _____

BY: _____
Name _____
Title _____

LEGAL FORM APPROVED

BY: _____

Passed and approved by South Broward Drainage District this 25th day of February, 2010.

ATTEST: South Broward Drainage District

BY: _____
Name Scott Hodges
Title Chairman

BY: _____
Name Robert Goggin IV
Title Secretary

LEGAL FORM APPROVED

BY: _____

Passed and approved by the Department of Agriculture and Consumer Services this _____ day of _____, 2010.

ATTEST: Department of Agriculture and Consumer Services

BY: _____
Name _____
Title _____

BY: _____
Name _____
Title _____

LEGAL FORM APPROVED

BY: _____

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed in counterpart originals by their duly authorized representative(s) on the dates noted below.

Passed and approved by the South Florida Water Management District by Its Governing Board, this _____ day of _____, 2010.

ATTEST: South Florida Water Management District by Its Governing Board

BY: _____
District Secretary

BY: _____
Eric Buermann, Chair

LEGAL FORM APPROVED

BY: _____

Passed and approved by the Town of Southwest Ranches this _____ day of _____, 2010.

ATTEST: Town of Southwest Ranches

BY: _____
Name
Title

BY: _____
Name
Title

LEGAL FORM APPROVED

BY: _____

Passed and approved by South Broward Drainage District this _____ day of _____, 2010.

ATTEST: South Broward Drainage District

BY: _____
Name
Title

BY: _____
Name
Title

LEGAL FORM APPROVED

BY: _____

May Passed and approved by the Department of Agriculture and Consumer Services this 7 day of May, 2010.

ATTEST: Department of Agriculture and Consumer Services

BY: Mike Gresham
Name Mike Gresham
Title Director of Administration

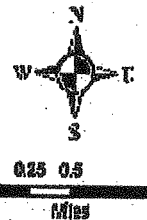
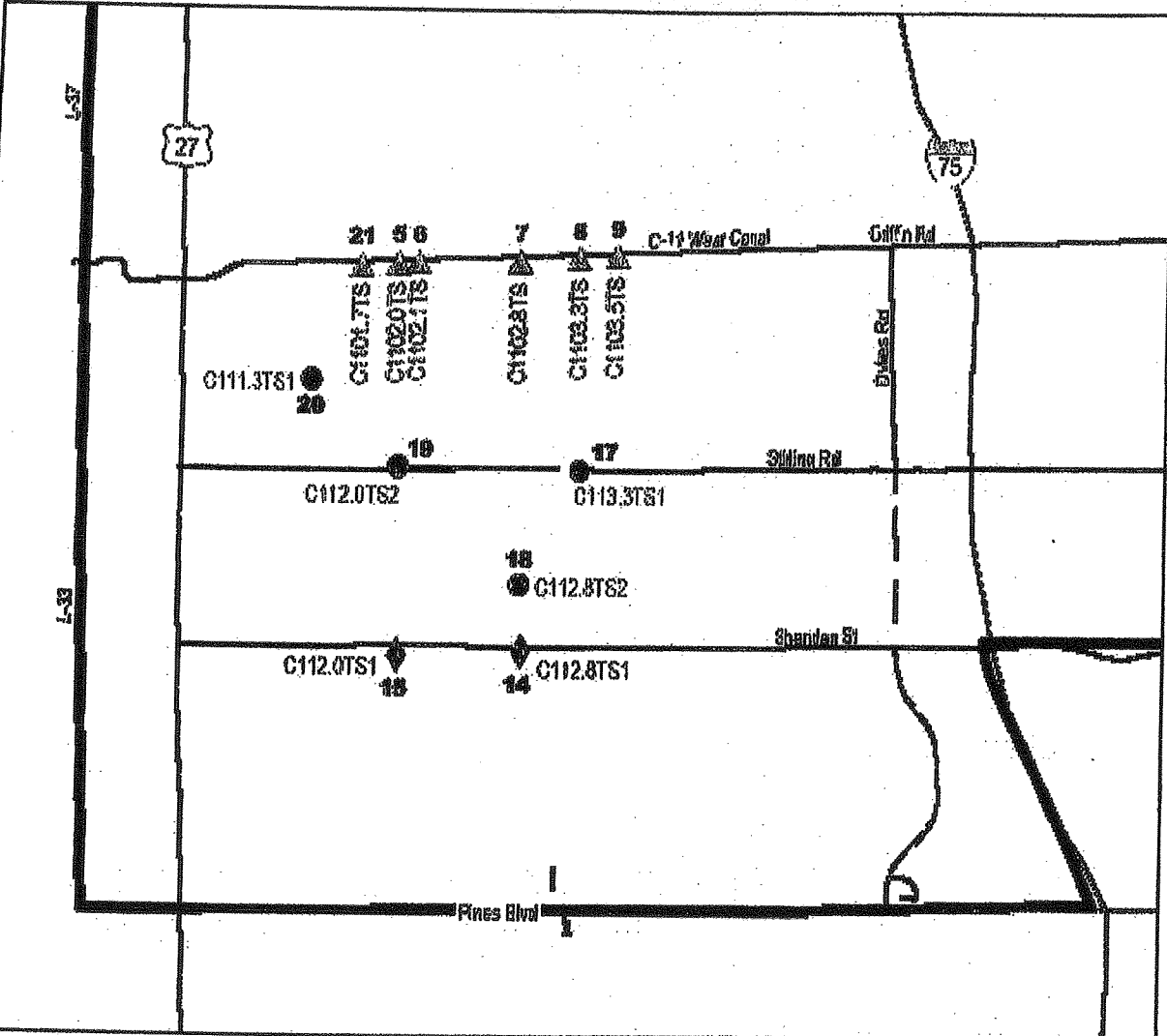
BY: _____
Name
Title

LEGAL FORM APPROVED

BY: _____

EXHIBIT 1

South Broward Drainage District (SBDD) and Town of Southwest Ranches (TSWR) Monitoring Stations Within SBDD's Basins 9 and 10



Map Legend

- Sites discharging to C-11 West Canal being monitored by SBDD
- Upstream sites being monitored by SBDD
- Upstream sites to be monitored by TSWR
- C-11 West Canals
- Roads
- C-11 West Basin Boundary
- SBDD boundary within the C-11 West Basin

IMPORTANT DISCLAIMER:
This map is a representation of existing facilities. The South Florida Water Management District does not guarantee or make any representation regarding the information contained herein. It is not to be used for planning, and does not affect the interests of any persons or properties, including any present or future right to use of such property.

EXHIBIT 2

SFWMD/SBDD/SW RANCHES MOA C-12, C-13, C-13A MODIFIED OPERATING SCHEDULE PILOT PROJECT

Historically, water levels within the South Florida Water Management District (SFWMD) C-11 Canal have varied considerably during the wet season as pumping with the larger S-9 pump station sometimes occurred continuously and sometimes during only a portion of the day. During wet conditions water levels rise overnight when S-9 is not pumping continuously. During the wet season the stage generally averages between 3 and 4 feet NGVD. During the dry season there is less hourly fluctuations but there is still some change. Because of this variation, the surface water levels within the South Broward Drainage District (SBDD) 12, 13 and 13A Canals have varied between 3 and 4 feet NGVD due to being open connected to the C-11 Canal. Now that the three SBDD canals are controlled at 4 feet NGVD using newly constructed water control structures, there has been nuisance flooding occurring within the SBDD S-9/S-10 basin primarily in the north end nearest to the C-11 Canal. In an attempt to alleviate this nuisance flooding, this pilot project is being implemented which consists of a modified operating schedule for the C-12, C-13, and C-13A Canals.

Dry Season Operation

During the dry season, the C-12, C-13, and C-13A Canals shall be controlled at elevation 4 feet NGVD.

Wet Season Operation

During the wet season, the C-12, C-13, and C-13A Canals shall be allowed to fluctuate with the water levels within the C-11 Canal but no lower than elevation 3 feet NGVD.

This pilot project shall be implemented over a one-year period.

If the phosphorus sampling results for discharge into the C-11 canal exceed the long term average at that location by more than 20%, then a repeat sample shall be immediately taken for comparison. If the results of the second sample are still in excess of the long term average by 20%, then the Pilot Program shall be discontinued until a resolution is reached as to the cause of the exceedance and corrective measures are taken to avoid future exceedance. If the phosphorus sampling results for discharge into the C-11 canal exceed the long term average at that location by more than 50%, then the Pilot Program shall be discontinued immediately and will not resume until a resolution is reached as to the cause of the exceedance and corrective measures are taken to avoid future exceedance. The long term average phosphorus concentration is based on the SBDD sampling program conducted from 2000 to 2010. The long term average of 65 ppb for the SBDD C-12 is represented by station C1102.8TS. The long term average of 19 ppb for the SBDD C-13 is represented by station C1102.0TS. The long term average of 29 ppb for the SBDD C-13A is represented by station C1101.7TS.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed in counterpart originals by their duly authorized representative(s) on the dates noted below.

Passed and approved by the South Florida Water Management District by Its Governing Board, this _____ day of _____, 2010.

ATTEST: South Florida Water Management District by Its Governing Board

BY: _____, District Secretary

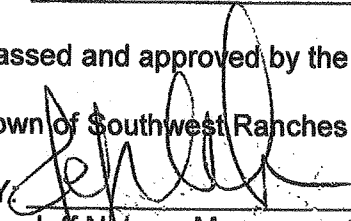
BY: _____ Eric Buermann, Chair

LEGAL FORM APPROVED

BY: _____

Passed and approved by the Town of Southwest Ranches this 10th day of February, 2010.

Town of Southwest Ranches

BY:  _____
Jeff Nelson, Mayor

BY:  _____
Charles H. Lynn, AICP Town Administrator

Attest:

By:  _____
Debra Doré-Thomas, CMC, Town Clerk

LEGAL FORM APPROVED:

BY:  _____
Gary A. Poliakoff, J.D., Town Attorney

Passed and approved by South Broward Drainage District this _____ day of _____, 2010.

ATTEST: South Broward Drainage District

BY: _____
Name
Title

BY: _____
Name
Title

LEGAL FORM APPROVED

BY: _____

Passed and approved by the Department of Agriculture and Consumer Services this _____ day of _____, 2010.

ATTEST: Department of Agriculture and Consumer Services

BY: _____
Name
Title

BY: _____
Name
Title

LEGAL FORM APPROVED

BY: _____