

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	February 5, 2008	Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
		Public Hearing <input type="checkbox"/>	

Submitted By: Water Utilities Department  
Submitted For: Water Utilities Department

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I. EXECUTIVE BRIEF

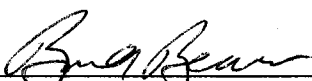
**Motion and Title:** Staff recommends motion to approve: First Amendment to an Interlocal Agreement (Agreement) (R-90-758-D) with the City of Delray Beach (City) for the addition of an emergency potable water interconnect.

**Summary:** In order to ensure mutual aid between adjoining utilities during emergency situations for water service, the County has encouraged the use emergency interconnects by way of cooperative agreements with other public utilities. An additional emergency interconnect, constructed in conjunction with a recent Special Assessment project located at Ferndale Drive and Military Trail, would be mutually beneficial to both parties, as potable water can be furnished to either party during emergencies, subject to the limitations and conditions stated in the Amendment. The Amendment requires that the County install the necessary potable water pipeline improvements up to and including the points of connection at its cost, which was accomplished during construction of the Special Assessment. Both parties will charge for water used during emergencies at prevailing rates. By entering into the Agreement, City residents will benefit from the additional availability of potable water during emergencies, and existing County utility customers will incur a similar benefit. District 4 (MJ)

**Background and Justification:** The City and County are currently parties to a 1990 Water Interconnect Agreement (R-90-758-D) establishing provisions for the emergency purchase and sale of potable water. This new Amendment will benefit existing and future City and County utility customers by an additional interconnect, ensuring the most efficient delivery of public utility services. This type of interconnection is encouraged by the Palm Beach County Health Department.

**Attachments:**

1. Location Map
2. Four (4) Original Agreements

Recommended By:  1/14/08  
Department Director Date

Approved By:  1/30/08  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.:      Fund      Dept      Unit      Object

Is Item Included in Current Budget?      Yes      No

Reporting Category N/A

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

N/A.

C. Department Fiscal Review: Debra M. West

## III. REVIEW COMMENTS

### A. OFMB Fiscal and/or Contract Development and Control Comments:

The contract for this interlocal agreement was approved by the board on Nov 6, 2007 for \$880,501.26.  
Ref. (R2006-2732)

Jim D. L. 1-17-08  
OFMB  
1/16/08  
CN 1/15/08

Jim J. J. 1/18/08  
Contract Development and Control  
1/18/08

### B. Legal Sufficiency:

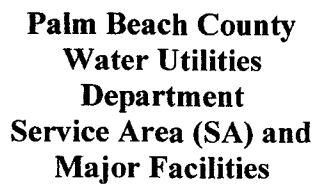
This amendment complies with  
our review requirements.

[Signature] 1/22/08  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

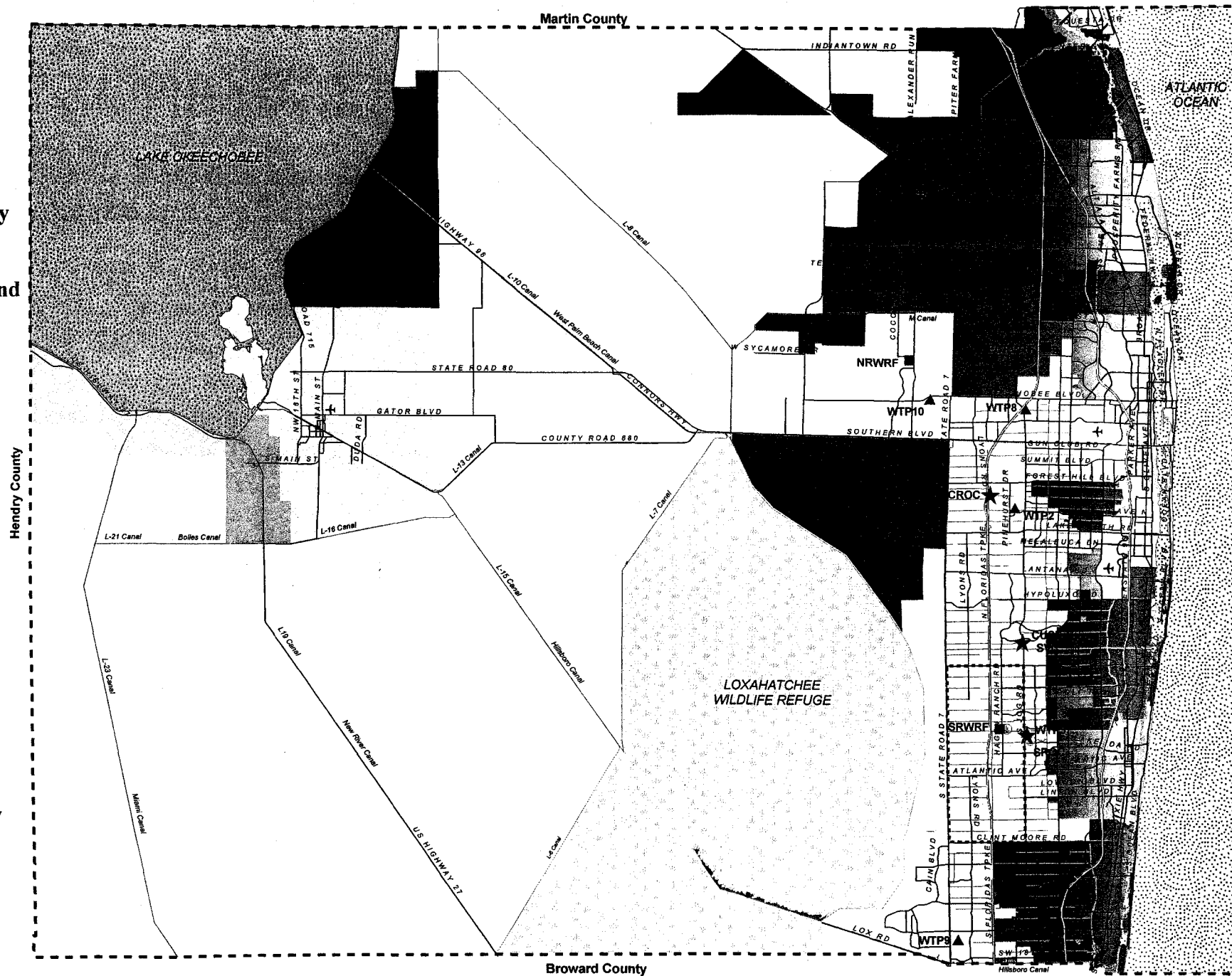
This summary is not to be used as a basis for payment.



## Attachment 1

**P.B.C.W.U.D. SA**

- - - - Mandatory Reclaimed SA  
 - - - Palm Beach County Limits  
 ★ Administration  
 ■ Water Reclamation Facility  
 ▲ Water Treatment Facility  
 Ⓢ Wetlands



**FIRST AMENDMENT TO INTERCONNECT AGREEMENT BETWEEN PALM BEACH  
COUNTY AND THE CITY OF DELRAY BEACH**

This First Amendment is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between the City of Delray Beach (hereinafter referred to as "City" and Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County" to wit:

WHEREAS, the City and County previously entered into an agreement relating to an emergency potable water interconnect dated May 8, 1990 (County Resolution No. R90-758D) (hereinafter referred to as "Agreement"); and

WHEREAS, the City and County desire to amend the Agreement to make provision for an additional emergency interconnect location, as well as amend other provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, it is agreed:

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. Paragraph 3 of the Agreement is hereby replaced in its entirety with the following:
  3. Water shall be supplied through two (2) interconnection points, one located at Linton Boulevard west of Military Trail, as shown in Exhibit A attached hereto and incorporated herein, and one located at Ferndale Drive and Military Trail, as shown in Exhibit B attached hereto and incorporated herein. The design of the interconnection shall be approved for the County by the Director of the Water Utilities Department and for the City by the City Manager. The County shall bear all costs of designing and constructing pipeline, including the crossing of Military Trail. The County shall bear the cost of constructing the interconnect itself, including required vault, meters, valves and appurtenances.
3. Paragraph 4 of the Agreement is hereby replaced in its entirety with the following:
  4. Charges for metered water use through the interconnection shall be at the lowest prevailing commodity rate in effect for non-residential customers at the time of furnishing the water with no capacity or fixed charges. The County commodity rate in effect as of October 1, 2007, is \$ 1.00 / thousand gallons. The City commodity rate in effect as of October 1, 2007 is as set forth in its ordinances and based on the usage rate. Either rate is subject to change based on

legal authority of the appropriate governing body. When water is utilized, the meter or meters shall be read concurrently by the City and the County on approximately the first of each month. Payment by the user to the supplier for water consumed shall be within thirty (30) days after furnishing of monthly bills.

4. Paragraph 5.e. of the Agreement is hereby replaced in its entirety with the following:

5.e. The supplying party may place an automatic expiration date upon the emergency supply period which may be extended only by the City Manager for the City and the Director of Water Utilities for the County. If either party requires the provision of potable water on a more permanent basis, and such water is available, the parties agree to amend this Agreement or enter into a new Agreement to establish capacity fees and commodity fees for the sale and purchase of bulk potable water.

5. Paragraph 8 of the Agreement is hereby replaced in its entirety with the following:

8. It is understood that either party shall have the right to institute and prosecute any proceeding at law or in equity against the other party for violating any covenant or covenants contained in this Agreement. Proceedings may be initiated against the violating party, its heirs, legal representatives or assigns, for a restraining injunction and also for damages. In no case shall a waiver by either party of the right to seek relief under this provision constitute a waiver of any other or further violation.

6. All other provisions of the Agreement dated May 8, 1990, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

**ATTEST:**  
**SHARON R. BOCK, CLERK & COMPTROLLER**

**PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

(SEAL)

BA 12/28/67

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Director of Water Utilities

**ATTEST:**

Chenell D. Nelson  
City Clerk

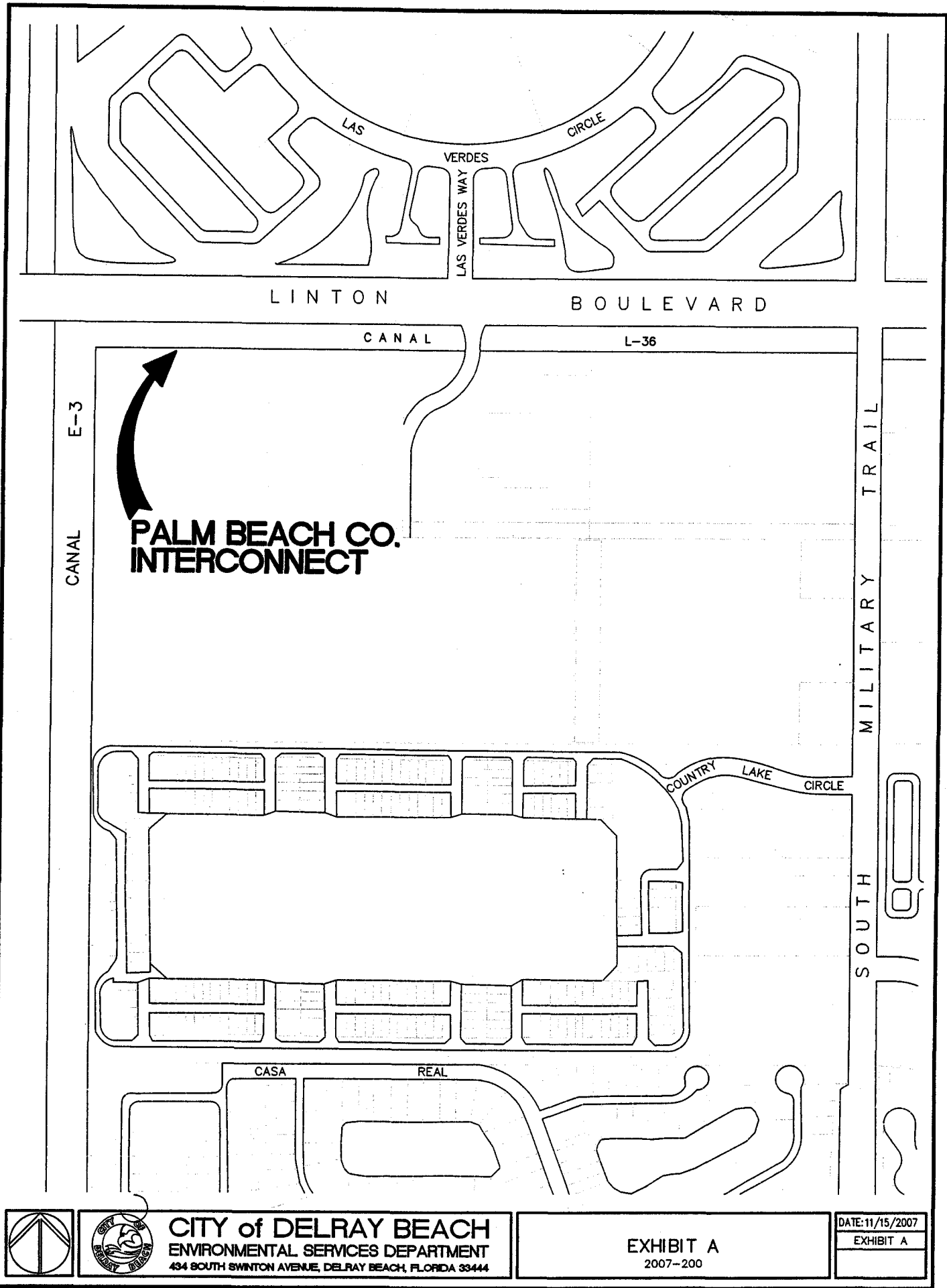
**CITY OF DELRAY BEACH, FLORIDA**

By: Rita Ellis  
Rita Ellis, Mayor

Approved as to Form:

Rita Ellis  
City Attorney

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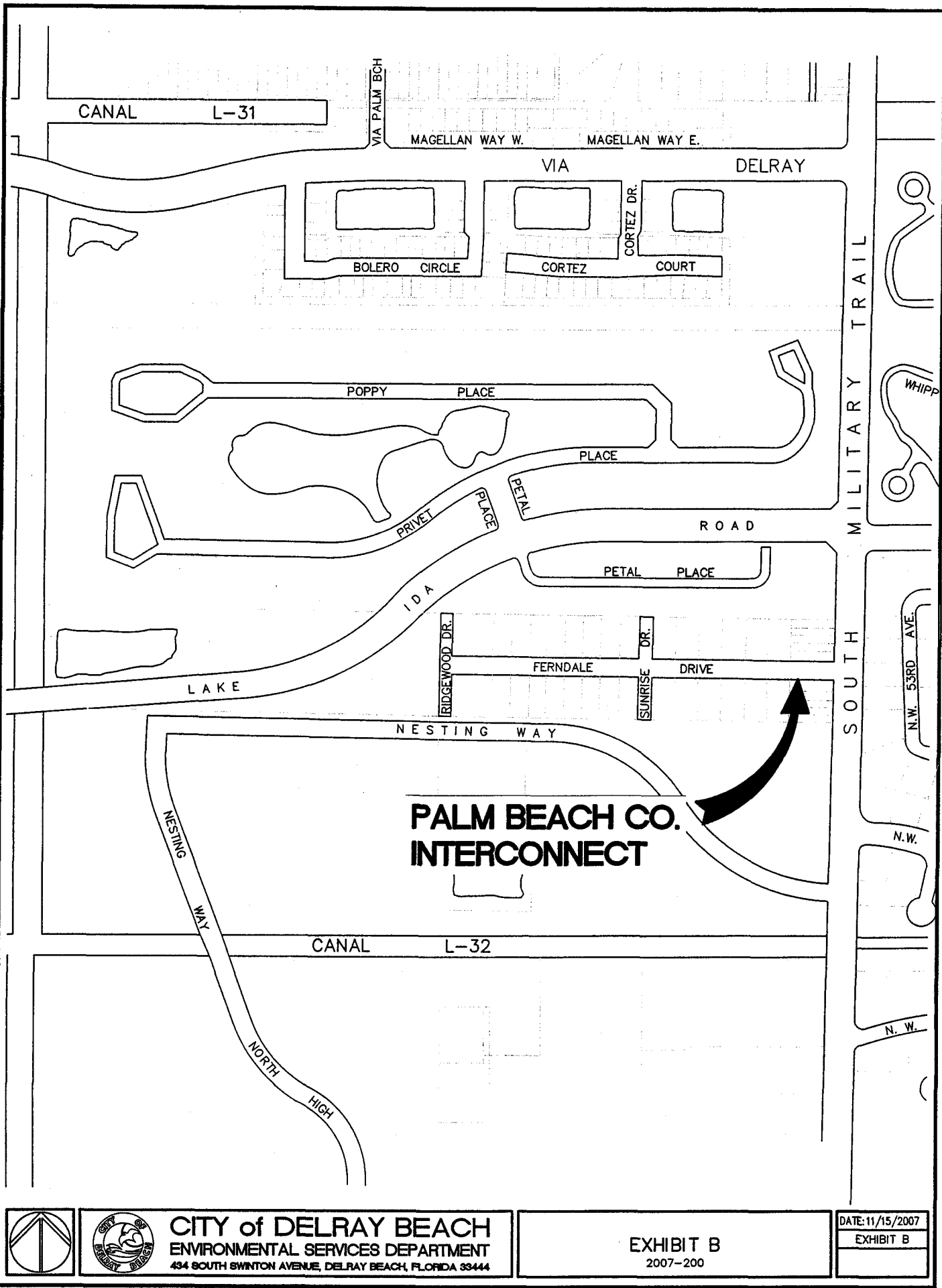


**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444

**EXHIBIT A**  
2007-200

DATE: 11/15/2007  
EXHIBIT A

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**CITY of DELRAY BEACH**  
ENVIRONMENTAL SERVICES DEPARTMENT  
434 SOUTH SWINTON AVENUE, DELRAY BEACH, FLORIDA 33444

**EXHIBIT B**  
2007-200

DATE: 11/15/2007  
EXHIBIT B