

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: July 7, 2009 Consent [] Regular [X]
Public Hearing []

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: a Interlocal Agreement (Agreement) with the Village of Wellington (Village) and Acme Improvement District (Jointly referred to as "Village") for 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. The emergency potable water interconnect with the Village will be located on SR 7 near the entrance to the Shoppes at Isle of Verde. The interconnect will be supplied via a 16 inch water main that is connected to the County's 42 inch water main on the east side of the road. The County will be responsible for the design and construction of the interconnect with the Village being responsible for the design and construction of the SR 7 water main crossing that will connect the two systems. The County's cost for construction of the interconnect will be approximately \$25,000. By entering into the Agreement, Village residents will benefit from the additional availability of potable water during emergencies, and existing County utility customers will receive a similar benefit. District 6 (MJ)

Background and Justification: This Interlocal Agreement will benefit existing and future Village and County utility customers by an interconnect, ensuring delivery of public utility services during an emergency. This type of interconnection is encouraged by the Palm Beach County Health Department.

Attachments:

- 1. Location Map
- 2. Three (3) Original Agreements

Recommended By:  6/25/09
Department Director Date

Approved By:  7/1/09
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>\$25,000.00</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>\$25,000.00</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 4011 Dept 721 Unit W006 Object 6543

Is Item Included in Current Budget? Yes No

Reporting Category N/A

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

One-time capital expenditure to be funded from user fees.

C. Department Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature]
OFMB
6/25/09
mm
6/24
cn
6/24/09

[Signature] 6/30/09
Contract Development and Control

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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



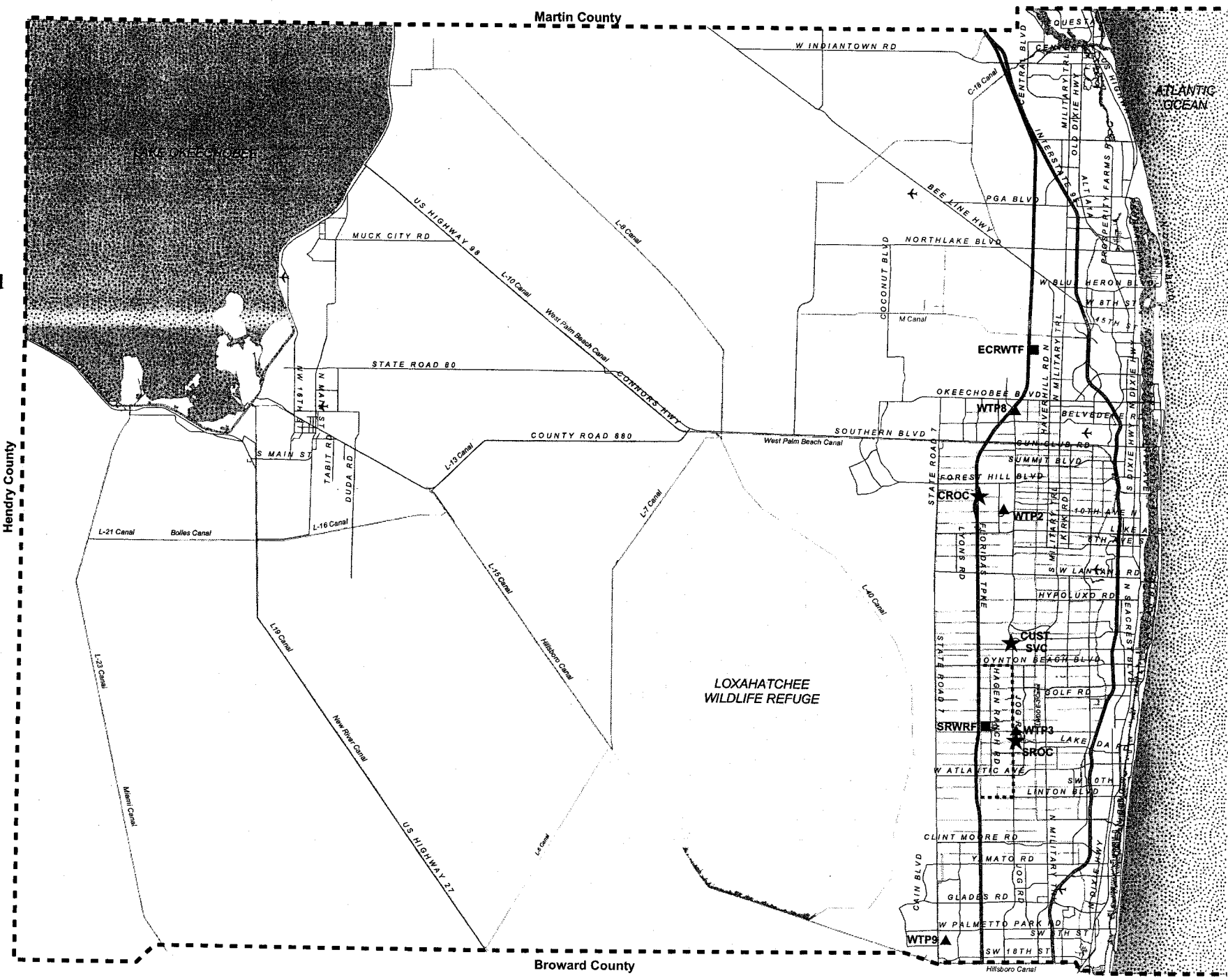
**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

ATTACHMENT 1

- Legend**
- P.B.C.W.U.D. SA
 - MANDATORY RECLAIMED SA
 - - - COUNTY LIMITS
 - ★ Administration
 - Water Reclamation Plant
 - ▲ Water Treatment Plant
 - ⊙ Wetlands



NOT TO SCALE



INTERLOCAL AGREEMENT

This Interlocal Agreement is made and entered into this day of _____, 200__, between the Village of Wellington a Florida Municipal Corporation and Acme Improvement District, a dependent special district of the Village of Wellington. (hereinafter jointly referred to as "Village") and Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "County" to wit:

WHEREAS, the Village and County desire to provide for emergency water needs for their respective water supply systems; and

WHEREAS, the Village's utility system including the provision of water is operated as a part of the Acme Improvement District; and

WHEREAS, the Village and County, as neighboring local governments with existing facilities capable of furnishing limited potable water supply to each other, agree to enter into this agreement outlining the terms upon which each will furnish water to the other in times of emergency; and

WHEREAS, it is deemed in the best interests of both the Village and the County to make this provision for emergency water supply to insure that there is a supply of potable water to meet and emergency that might arise;

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

1. Subject to the terms of this Agreement, the County agrees to supply to the Village potable water from the surplus of water available to the County produced by its water system over and above the needs and demands of the County and the customers of its water service area.
2. Subject to the terms of this Agreement, the Village agrees to supply to the County potable water from the surplus of water available to the Village produced by its water system over and above the needs and demands of the Village and the customers of its water service area.
3. Water shall be supplied through an interconnection to be constructed at State Road 7 in Palm Beach County, as shown in Exhibit A attached hereto. The design of the interconnection shall be reasonably approved for the County by the Director of the Water Utilities Department and for the Village by the Village Manager. The Village shall bear all costs of constructing the pipeline from its existing system to the point of interconnection. The County shall bear all costs of designing and constructing pipeline from its existing system to the point of interconnection, except for the crossing of State Road 7, which the county shall design, but

Village shall construct. The County shall bear the cost of constructing the interconnect itself, including required vault, meters, valves and appurtenances.

4. Charges for metered water use through the interconnection shall be at the prevailing commodity rate in effect for residential customers at the time of furnishing the water with no capacity of fixed charges. The County commodity rate in effect as of October 1 2008, is \$ 1.75 / thousand gallons. The Village commodity rate in effect as of October 1, 2008, is \$ 1.63 / thousand gallons. 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 Village 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.

5. No supply of water shall be provided except in case of an emergency and upon the following terms and conditions to be determined by the supplying party:

a. There must be a sufficient surplus of potable water available to meet all the anticipated needs of the supplying party.

b. The supplying party may limit the amount of water to be supplied.

c. The supplying party may limit the hours or days of supply.

d. The supplying party may require the receiving party to impose use restrictions on its customers as prescribed by the supplying party.

e. The supplying party may place an automatic expiration date upon the emergency supply period which may be extended only by the Village Manager for the Village and the Director of Water Utilities for the County.

f. To the extent emergency water is needed pursuant to this Agreement the parties hereto agree that the party making such request shall put such request in writing identify the emergency that exists. The parties agree to use good faith efforts in assisting each other with regard to the timing of the supply of such water, including, but not limited to, any logistics, timing and other matters that result from the same.

6. This Agreement shall remain in full force and effect until terminated upon sixty (60) days written notice by either party to the other at its sole discretion.

7. Each party shall be responsible for its own negligence in connection with arising out of or incident to, the performance of Agreement. The parties hereto understand that each has sovereign immunity as provided for in F.S. 768.28.

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. The prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees. 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.

9. It is understood and agreed by and between the two parties if any condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other condition or provision herein contained, however, that the invalidity of any such condition or provision does not materially prejudice either party in its respective rights and obligations contained in the remaining valid conditions or provisions of this Agreement.

10. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

11. This Agreement shall be construed in accordance with the laws of the State of Florida.


12. This Agreement shall not be construed against the party who drafted the same.


13. This Agreement is binding upon the parties hereto their heirs, successors and assigns.

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

ATTEST:

**VILLAGE OF WELLINGTON, FLORIDA
BY ITS VILLAGE COUNCIL**


By: 
Awilda Rodriguez, Village Clerk

By: 
Darell Bowen, Mayor

ATTEST:

**ACME IMPROVEMENT DISTRICT BY
ITS BOARD OF SUPERVISORS**

By: 
Awilda Rodriguez, Secretary

By: 
Darell Bowen, President

ATTEST:

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

Sharon R. Bock, Clerk & Comptroller

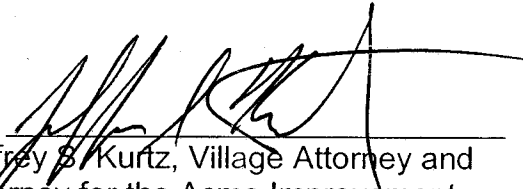
By: _____
Clerk

By: _____
John F. Koons, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR
COUNTY**

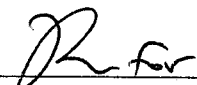
**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY FOR VILLAGE AND DISTRICT**

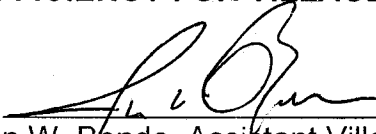
By: _____
County

By: 
Jeffrey S. Kurtz, Village Attorney and
Attorney for the Acme Improvement
District

**APPROVED AS TO TECHNICAL
SUFFICIENCY FOR COUNTY**

**APPROVED AS TO TECHNICAL
SUFFICIENCY FOR VILLAGE**

By: 
Bevin A. Beaudet, P.E.,
Director, Water Utilities Department

By: 
John W. Bonde, Assistant Village Manager

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RESOLUTION NO. R2009-39

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY PROVIDING FOR AN EMERGENCY INTER- CONNECTION BETWEEN THE RESPECTIVE WATER SUPPLY SYSTEMS, PROVIDING BUDGET AMENDMENTS TO FIND THE INTERCONNECTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Wellington operates provider utility services including water service to its residents through the Acme Improvement District, a special dependent District of the Village of Wellington; and

WHEREAS, in accordance with the Village Charter the Village Council for the Village of Wellington and the Board of Supervisors of the Acme Improvement District are the same persons; and

WHEREAS, the Village and District have entered into an operating agreement allowing the Village to exercise the authority for the District; and

WHEREAS, the Village and County desire to provide for emergency water needs for their respective water supply systems; and

WHEREAS, the Village and County, as neighboring local governments with existing facilities capable of furnishing limited potable water supply to each other, agree to enter into this agreement outlining the terms upon which each will furnish water to the other in times of emergency; and

WHEREAS, it is deemed in the best interests of both the Village and the County to make this provision for emergency water supply to insurance that there is a supply of potable water to meet and emergency that might arise.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.


SECTION 2. The Interlocal Agreement attached herewith as Exhibit "A" is approved by the Village Council and the Board of Supervisors and the Mayor and Village Clerk are authorized to execute the agreement on behalf of both the Village of Wellington and the Acme Improvement District.

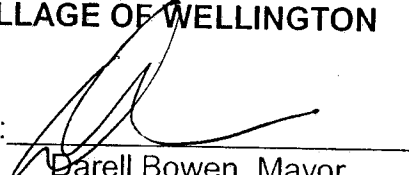
SECTION 3. This Resolution shall become effective immediately upon adoption.

1 PASSED AND ADOPTED this 26th day of May, 2009.

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3 ATTEST:

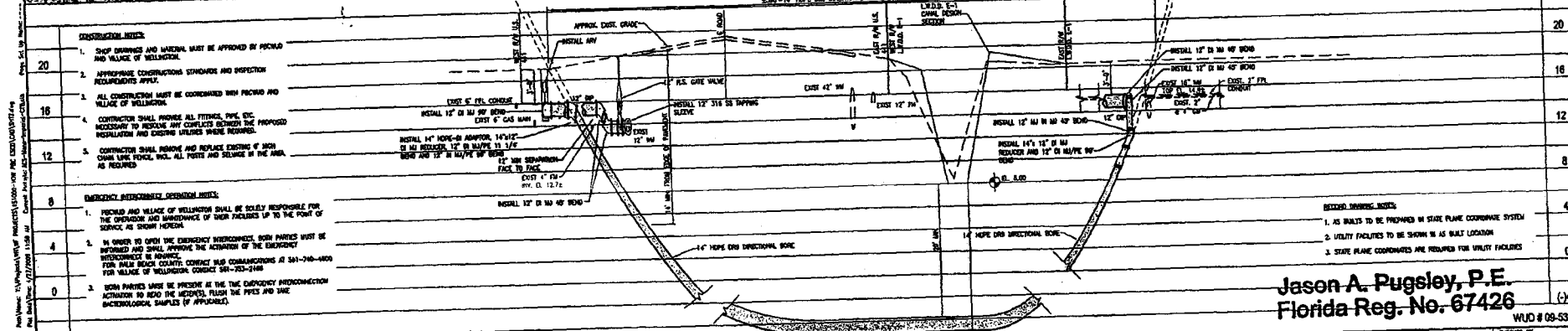
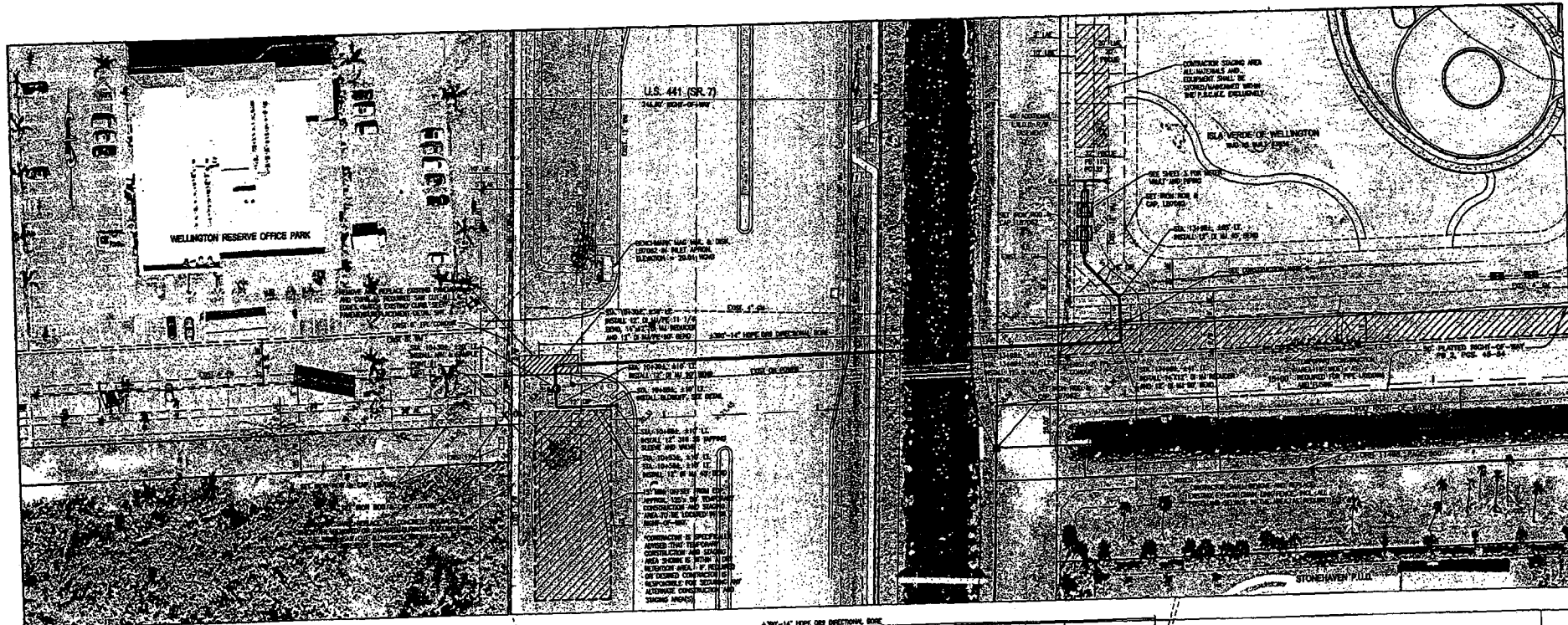
VILLAGE OF WELLINGTON

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6 By: 
7 Awilda Rodriguez, Village Clerk

By: 
Darell Bowen, Mayor

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10 APPROVED AS TO FORM
11 AND LEGAL SUFFICIENCY

12
13
14 By: 
15 Jeffrey S. Kurtz, Village Attorney
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17



<p>CONSTRUCTION NOTES:</p> <ol style="list-style-type: none"> 1. SHOP DRAWINGS AND MATERIAL MUST BE APPROVED BY PALM BEACH COUNTY AND VILLAGE OF WELLINGTON. 2. APPROPRIATE CONSTRUCTION STANDARDS AND INSPECTION REQUIREMENTS APPLY. 3. ALL CONSTRUCTION MUST BE COORDINATED WITH PALM BEACH COUNTY AND VILLAGE OF WELLINGTON. 4. CONTRACTOR SHALL PROVIDE ALL FITTINGS, PIPE, ETC. NECESSARY TO RESOLVE ANY CONFLICTS BETWEEN THE PROPOSED INSTALLATION AND EXISTING UTILITIES WHERE REQUIRED. 5. CONTRACTOR SHALL REMOVE AND REPLACE EXISTING 6\"/> 	<p>EMERGENCY INTERCONNECT OPERATION NOTES:</p> <ol style="list-style-type: none"> 1. PALM BEACH COUNTY AND VILLAGE OF WELLINGTON SHALL BE SOLELY RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THEIR FACILITIES UP TO THE POINT OF SERVICE AS SHOWN HEREON. 2. IN ORDER TO OPEN THE EMERGENCY INTERCONNECT, BOTH PARTIES MUST BE NOTIFIED AND SHALL APPROVE THE ACTIVATION OF THE EMERGENCY INTERCONNECT BY ADVISOR. FOR PALM BEACH COUNTY CONTACT PALM BEACH COUNTY AT 561-746-4800. FOR VILLAGE OF WELLINGTON CONTACT 561-703-2488. 3. WORK PERSONNEL MUST BE PRESENT AT THE TIME EMERGENCY INTERCONNECT ACTIVATION TO MONITOR THE MEDICAL, FLUSH THE PIPES AND TAKE BACTERIOLOGICAL SAMPLES (IF APPLICABLE). 	<p>EXISTING NOTES:</p> <ol style="list-style-type: none"> 1. AS SHOWN TO BE PREPARED IN STATE PLANE COORDINATE SYSTEM 2. UTILITY FACILITIES TO BE SHOWN IN AS BUILT LOCATION 3. STATE PLANE COORDINATES ARE REQUIRED FOR UTILITY FACILITIES 	20
			16
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Jason A. Pugsley, P.E.
Florida Reg. No. 67426

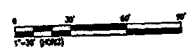
WJ01-09-532

ARCADIS RMA
 ARCADIS RMA, INC.
 2281 North Parkway
 West Palm Beach, Florida 33411
 Tel: 561-997-7000 Fax: 561-997-7794
 www.arcadisrma.com
 Certificate No. 4757

**VILLAGE OF WELLINGTON
 PALM BEACH COUNTY
 WATER MAIN EMERGENCY
 INTERCONNECT**

PROJECT MANAGER M. REESE	DEPARTMENT MANAGER T. JENSEN	LEAD DESIGN PROFESSIONAL J. PUGSLEY	CHECKED BY T. STEPHEN
SHEET TITLE PLAN AND PROFILE		DATE/PHASE NUMBER 08/08/2009	DRAWN BY T. STEPHEN
		PROJECT NUMBER WF151000	DRAWING NUMBER 2 of 5

Date: 08/08/2009
 Author: T. STEPHEN
 Project: WJ01-09-532
 Drawing: WF151000-01



NO SCALE

Exhibit A