







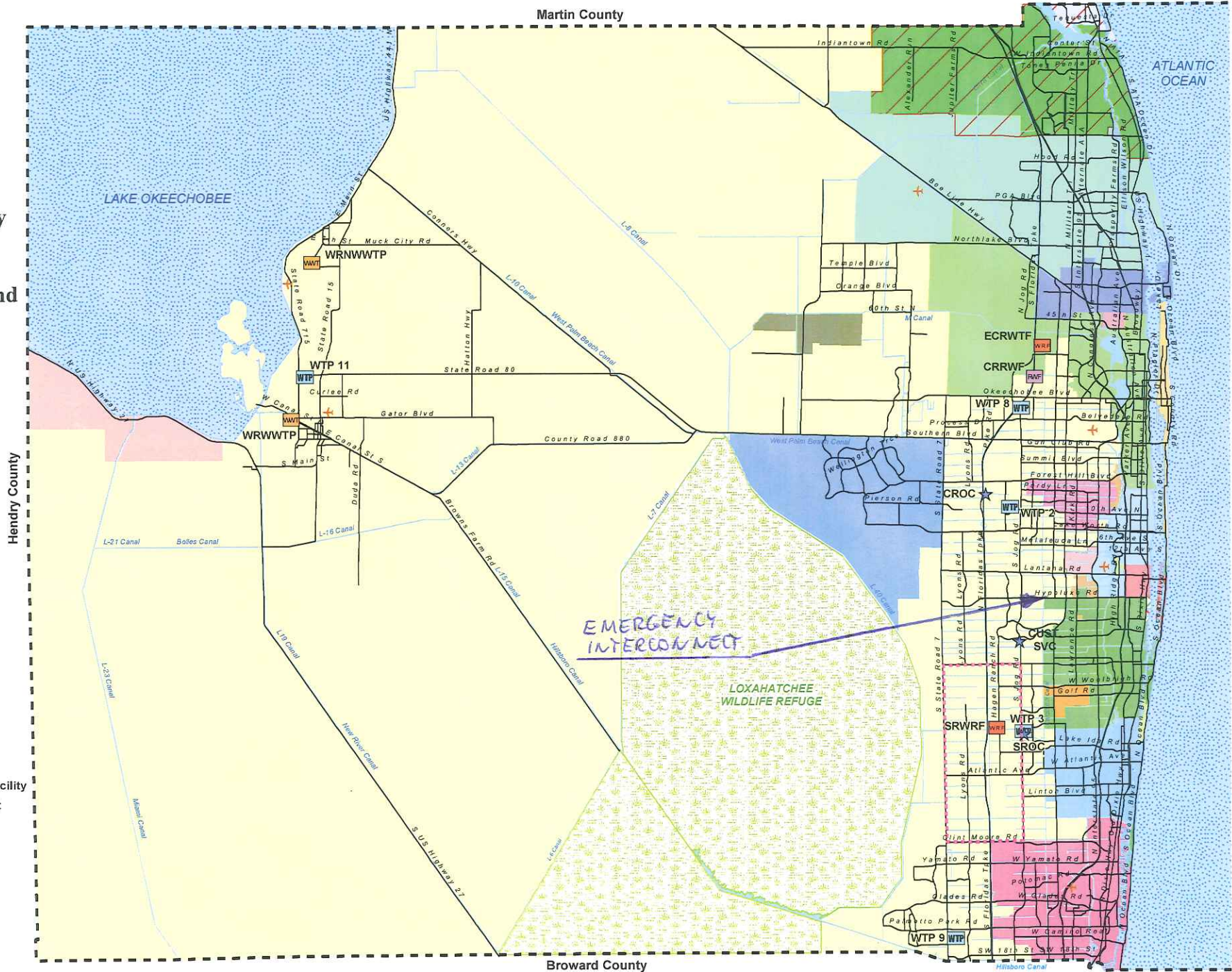


**Palm Beach County  
Water Utilities  
Department  
Service Area (SA) and  
Major Facilities**

Attachment 1

**Legend**

- ★ Administration
- WTP Water Treatment Plant
- RAWF Reclamation Facility
- WRWF Wastewater Reclamation Facility
- WWTP Wastewater Treatment Plant
- Mandatory Reclaimed SA
- - - Palm Beach County Limits
- P.B.C.W.U.D. Service Area



Broward County



**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH FOR THE PURCHASE AND SALE OF BULK POTABLE WATER**

**THIS SECOND AMENDMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **CITY OF BOYNTON BEACH, FLORIDA**, a municipality organized under the laws of the State of Florida (hereinafter "City").

**WITNESSETH**

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, the parties entered into an Interlocal Agreement for the Purchase and Sale of Bulk Potable Water on 12/21/04 (the "Agreement"); and

**WHEREAS**, the parties amended the Agreement on October 2, 2007 (the "First Amendment"); and

**WHEREAS**, in accordance with the First Amendment, the City paid to the County \$2,910,000.00 for the reservation of permanent Potable Water capacity; and

**WHEREAS**, the Interlocal Agreement, as amended by the First Amendment, will expire on December 31, 2013; and

**WHEREAS**, the parties desire to amend the Interlocal Agreement in order to: continue the provision of bulk Potable Water by the County to the City subsequent to December 31, 2013; apportion the costs of construction of a new point of connection between the parties; and provide for emergency potable water service between the parties.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and City hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The provisions of this Second Amendment shall become effective on January 1, 2014.
3. Section 2 of the Agreement is hereby modified to reflect a new termination date of December 31, 2043.
4. Section 4 of the Agreement is hereby amended to add the following definition:

"Points of Connection" - the locations where the County's Potable Water System is connected with the City's Potable Water System, as shown in Revised Exhibit "A", which is attached hereto and incorporated herein. At each Point of Connection, the County's and the City's Potable Water Systems shall include the vault, meters, and related appurtenances located on each party's respective side of the Point of Connection, with said water meters being utilized for the measurement and payment of bulk Potable Water obtained by the City and the measurement and payment of Potable Water provided on an emergency basis between the parties. For the Existing Point of Connection located approximately at the intersection of Flavor Pict Road and the LWDD E-3 canal, the point of delineation between the County's Potable Water System and the City's Potable Water System shall be the mid-point between the check valve and 8 inch meter located inside the vault, as shown on as-built No. 2527, Project No. WUD 95-201, which is kept in the County's records. For the Existing Point of Connection located approximately at the intersection of Boynton Beach Boulevard and the LWDD E-3 canal, the point of delineation between the County's Potable Water System and the City's Potable Water System shall be the mid-point between the check valve and 8 inch meter located inside the vault, as shown on plans dated August 2002 and titled "PBCWUD Water Main Interconnect at West Water Treatment Plant" which is kept in the City's records. For the New Point of Connection, the point of delineation between the County's Potable Water System and the City's Potable Water System shall be as identified in the drawings prepared by Kimley-Horn for Project No. WUD 12-548, which are kept in the County records.



5. Section 7 of the Agreement hereby deleted in its entirety and replaced with the following:

7. Capacity Reservation. City has paid the Capacity Fee for 1 MGD of permanent capacity in the County's Potable Water System. County shall provide up to 1 MGD of Potable Water to the City for the term of this Agreement, at the Commodity Rate set forth in Section 8 below. There is no required minimum take-or-pay for this Agreement, nor is the County under any obligation to provide Potable Water over the 1 MGD permanent capacity reservation. Beginning on January 1, 2015, and for each calendar year thereafter, the County shall calculate the amount of bulk Potable Water delivered to the City for the prior calendar year, and a 25% surcharge shall be added to the Commodity Fee for usage exceeding 105% of the Reserved Capacity in any fiscal year. The provisions of this surcharge shall not be applied to the emergency provision of Potable Water in accordance with Section 13 below. The City may, at any time during this Agreement, reserve additional permanent capacity by paying the Capacity Fee in effect at that time.

6. Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

8. Commodity Fee. The initial Commodity Fee as of January 1, 2014, shall be \$1.42 per thousand gallons. Beginning on January 1, 2015, and for each calendar year thereafter, the Commodity Fee shall be adjusted upward by an amount equal to prior year's (measured October to October) Consumer Price Index, all Urban Consumers, Water and Sewerage Maintenance, published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") or some other mutually agreed-upon index if the CPI is discontinued, but in no case shall the escalation exceed three percent (3%) annually.

7. Section 13 of the Agreement is hereby deleted in its entirety and replaced by the following:

13.1 Emergency Potable Water Interconnects. In addition to the provision of bulk Potable Water, as set forth in Sections 7 and 8 herein, the Points of Connection may be utilized for the provision of emergency Potable Water between the parties in accordance with the terms of this Section 13. The use of the Points of Connection for emergency purposes shall be utilized only in the case of an emergency and shall not be a substitute for the sale of bulk Potable Water.

13.2 Costs of New Point of Connection. The costs of design and construction of the New Point of Connection, which is depicted on Revised Exhibit A, shall be equally shared between the County and the City. The construction shall include the extension of the County's and the City's pipelines to the New Point of Connection, and the meters, vaults, and other necessary appurtenances for the connection between the County's Potable Water System and the City's Potable Water System. Each party shall own their respective facilities up to the New Point of Connection and shall be responsible for operation, maintenance, repair and replacement as necessary.

13.3 The Director of Palm Beach County Water Utilities Department is authorized to act on behalf of the County and the Utilities Director of the City of Boynton Beach is authorized to act on behalf of the City. In case of an emergency, the requesting party's representative shall provide written or verbal notice to the supplying party's representative setting forth the emergency and the estimated flowage and time of use. If said communication is made verbally, same shall be immediately followed by a written communication. Notwithstanding the provisions of Section 13.3.6, turning off the valves shall be handled by the same procedure. No supply of Potable Water shall be provided except in the case of an emergency and upon the following terms and conditions to be determined by the supplying party:

13.3.1 There must be a sufficient surplus of Potable Water available to meet all the anticipated needs of the supplying party.

13.3.2 The supplying party may reasonably limit the amount of Potable Water to be supplied.

13.3.3 The supplying party determines that the provision of Potable Water to the receiving party will not impose a danger to the health, safety or welfare of its citizens.

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

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

13.3.6 With prior written notice to the receiving party the supplying party may place a reasonable termination date for the emergency supply period.

13.4 Charges for metered Potable Water use through the Points of Connection shall be at the prevailing commodity rate in effect for non-residential customers at the time of furnishing Potable Water, with no capacity or fixed charges. Either rate is subject to change based on legal authority of the appropriate governing body. When Potable Water is utilized, the meter or meters shall be read concurrently by the County and City on approximately the first of each month. Payment by the user to the supplier for Potable Water shall be in accordance with Section 15 herein.

13.5 County and City expressly acknowledge the right of either party to refuse to provide emergency Potable Water service, if the party refusing determines that the provision of such service would not be in its best interest or would constitute a danger to the health, safety, welfare of its citizens. In the event of such a refusal, the requesting party agrees to waive any and all claims of loss or damage against the refusing party.

8. All other provisions of the Agreement are hereby confirmed and shall remain in full force and effect.

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REVISED  
Exhibit "A"



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

Legend

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- WTP Water Treatment Plant
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