

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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<b>Meeting Date:</b>	July 7, 2015	<b>Consent [X]</b>	<b>Regular [ ]</b>
		<b>Public Hearing [ ]</b>	

**Submitted For:**     Water Utilities Department

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**I. EXECUTIVE BRIEF**

**Motion and Title:**     **Staff recommends motion to approve:** Amendment No. 2 to the Interlocal Agreement with the East Central Regional Wastewater Treatment Facilities (ECRWRF) Operation Board and the City of West Palm Beach related to the construction, operation, and maintenance of reclaimed water facilities (Interlocal Agreement).


**Summary:** On May 20 2008, the Board of County Commissioners approved the Interlocal Agreement (R2008-0908) for the construction and operation of reclaimed water facilities located on the ECRWRF property. Amendment No. 2 to the Interlocal Agreement amends the description of the ECRWRF Reclaimed Water Facility and adds proposed office and ancillary warehouse buildings to the description, as shown in Exhibit C of the Interlocal Agreement. (WUD Project No. 13-061) District 7 (MJ)

**Background and Justification:** Amendment No. 1 to the Interlocal Agreement was approved on June 18, 2013 (2013-0762) and provided for the expansion of facilities at the ECRWRF. Amendment No. 2 was approved by ECRWRF Operation Board on May 7, 2015 and by the City of West Palm Beach on June 22, 2015. The Amendment will provide clarity regarding the location of facilities as constructed at ECRWRF and will additionally amend the description of the facilities to include the proposed office and ancillary warehouse building.

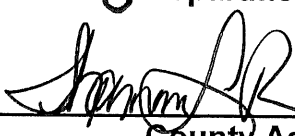
**Attachments:**

1.     Location Map
2.     Three (3) Original Amendment No. 2 to the Interlocal Agreement

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<b>Recommended By:</b>		<u>6-18-15</u>	
	Department Director	Date	

<b>Approved By:</b>		<u>7/6/15</u>	
	County Administrator	Date	

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
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>
No. 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:

\*No Fiscal Impact

C. Department Fiscal Review: Selma M. West

III. REVIEW COMMENTS

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

Sherry Brown  
6/19 OFMB 6/22

Dr. J. Jacobson 6/24/15  
Contract Development and Control  
6-24-15 B. Wheeler

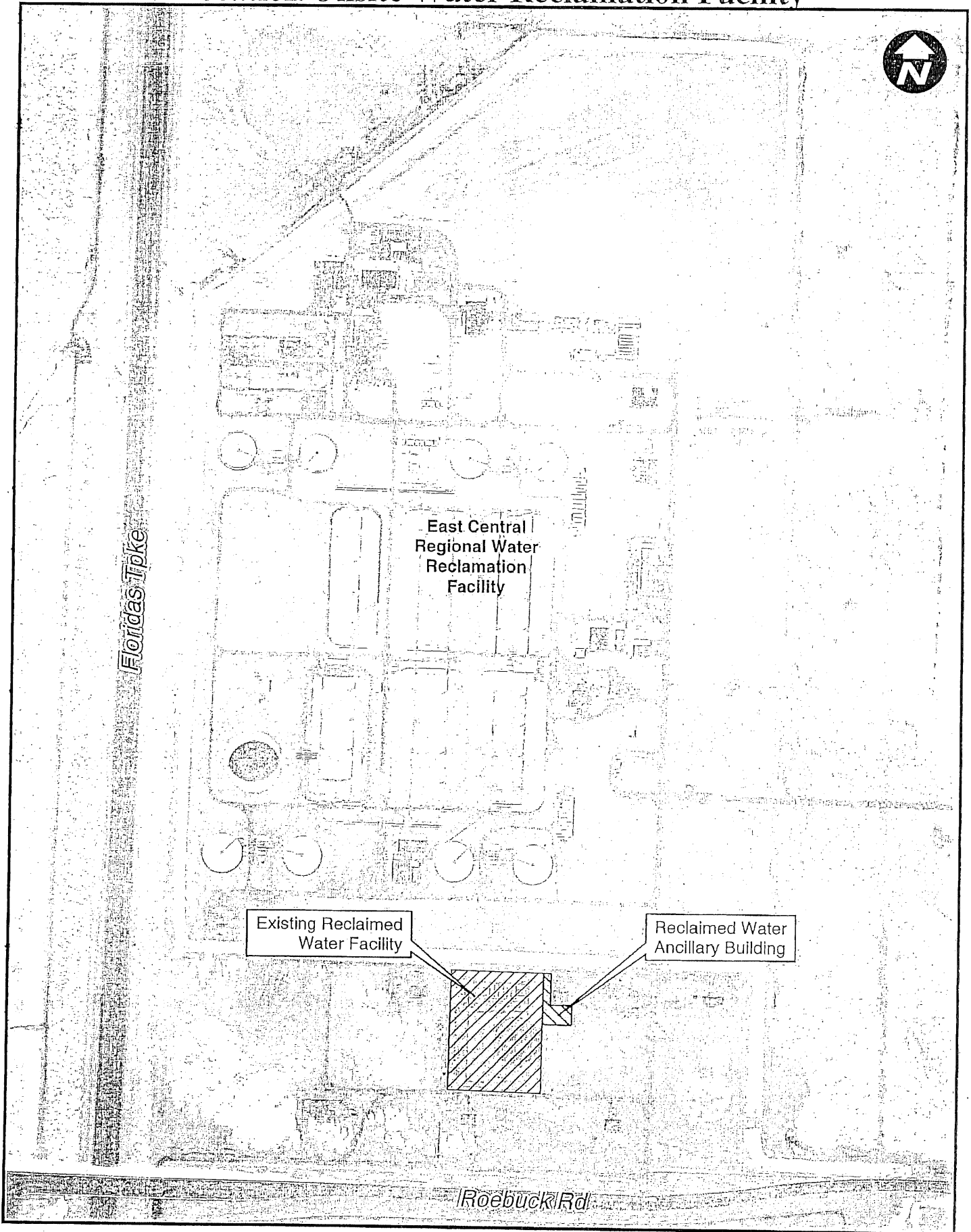
B. Legal Sufficiency:

LOO 7/2/15  
Assistant County Attorney

C. Other Department Review:

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

# Location Onsite Water Reclamation Facility



**Second Amendment to ECRWWTF  
for  
7-7-15 BCC meeting**

## Place Holder

Draft/Copy Amendment No.2 is attached to this agenda item (3K-1). The originals will replace the draft/copy after the City of West Palm Beach approved/signs on June 22, 2015.

WUD will swap draft copy with the originals.

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**SECOND AMENDMENT TO  
INTERLOCAL AGREEMENT AMONG THE EAST CENTRAL REGIONAL  
WASTEWATER TREATMENT FACILITIES OPERATION BOARD, CITY  
OF WEST PALM BEACH AND PALM BEACH COUNTY RELATED TO  
CONSTRUCTION, OPERATION, AND MAINTENANCE OF RECLAIMED  
WATER FACILITIES**

THIS SECOND AMENDMENT TO INTERLOCAL AGREEMENT AMONG THE EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD, CITY OF WEST PALM BEACH AND PALM BEACH COUNTY RELATED TO CONSTRUCTION, OPERATION, AND MAINTENANCE OF RECLAIMED WATER FACILITIES (hereinafter "Second Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and among **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "COUNTY"), the **EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD**, through its agent, the City of West Palm Beach (hereinafter "ECR") and the **CITY OF WEST PALM BEACH**, a municipality organized under the laws of the State of Florida (hereinafter "WPB").

**WITNESSETH:**

WHEREAS, COUNTY, ECR and WPB entered into an INTERLOCAL AGREEMENT AMONG THE EAST CENTRAL REGIONAL WASTEWATER TREATMENT FACILITIES OPERATION BOARD, CITY OF WEST PALM BEACH AND PALM BEACH COUNTY RELATED TO CONSTRUCTION, OPERATION, AND MAINTENANCE OF RECLAIMED WATER FACILITIES, dated May 20, 2008 (hereinafter "Original Agreement"); and

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WHEREAS, the Original Agreement was modified by an Amendment to the Original Agreement dated Jun 18, 2013 for the purpose of adding the RW Ancillary Building to the Onsite Reclaimed Water Facilities; and

WHEREAS, the parties desire to modify the definition of the RW Ancillary Building and to replace Exhibit "C" to the Original Agreement.

NOW THEREFORE, in consideration of the recitals, covenants, agreements and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties covenant and agree as follows:

#### **SECTION 1. ACKNOWLEDGMENTS.**

1.1 The parties acknowledge and agree that the preceding premises of this Second Amendment are true and correct and are incorporated herein by reference.

1.2 Each of the parties hereto hereby represents and warrants that it has all requisite power and authority to enter into this Second Amendment and to carry out its obligations hereunder.

1.3 The definitions utilized in the Original Agreement, as amended, shall have the same meaning when used in this Second Amendment.

**SECTION 2. AMENDMENTS.** The parties agree to amend the Original Agreement, as amended, as set forth below.

2.1 Section 2.115 is amended to read as follows:

2.115 "RW Ancillary Building" means the ancillary building, in addition to the Reclaimed Water Production Facilities, to be used as an office facility and as a warehouse for the Reclaimed Water Production Facilities.

2.2 Exhibit "C" is replaced with the Revised Exhibit "C" which is attached hereto and incorporated herein.

### **SECTION 3. MISCELLANEOUS PROVISIONS.**

3.1 Except as amended by this Second Amendment, the Original Agreement, as amended by the Amendment, remains in full force and effect. This Second Amendment incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Second Amendment that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.

3.2 This Second Amendment may be amended only by written agreement of the parties. A party requesting an amendment must propose such amendment in writing to the other party at least forty-five (45) days prior to the proposed effective date of the amendment.

3.3 If any term or provision of this Second Amendment or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this Second Amendment, then the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Second Amendment shall be deemed valid and enforceable to the extent permitted by law.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

[Signature page follows]



ATTEST:

\_\_\_\_\_  
City Clerk

CITY ATTORNEY'S OFFICE  
Approved as to form  
And legal sufficiency

By: \_\_\_\_\_

Date: \_\_\_\_\_

**EAST CENTRAL REGIONAL  
WASTEWATER TREATMENT  
FACILITIES OPERATION BOARD**

By: THE CITY OF WEST PALM BEACH  
Its: Agent

By: \_\_\_\_\_  
Geraldine Muoio, Mayor

Dated: \_\_\_\_\_, 2015

ATTEST:  
SHARON R. BOCK

By: \_\_\_\_\_  
Clerk and Comptroller

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

BY: \_\_\_\_\_  
Shelley Vana, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY: Date: \_\_\_\_\_, 2015

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

APPROVED AS TO TERMS AND  
CONDITIONS:

By: \_\_\_\_\_  
Department Director

ATTEST:

\_\_\_\_\_  
City Clerk

CITY ATTORNEY'S OFFICE  
Approved as to form  
And legal sufficiency

By: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF WEST PALM BEACH**

By: \_\_\_\_\_  
Geraldine Muoio, Mayor

Dated: \_\_\_\_\_, 2015

**REVISED EXHIBIT "C"**

Exhibit "C"  
Location Onsite Water Reclamation Facility

