

Regular []

I. EXECUTIVE BRIEF

Recommended By: Jim Stiles 6-9-16
Department Director Date

Approved By: Shannon B. B. 6-9-16
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Operating Expenditures	(16,453)	(40,296)	(41,128)	(41,985)	(42,868)
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)	(16,453)	(40,296)	(41,128)	(41,985)	(42,868)

Budget Account No.: Fund 4011 Dept 721 Unit W008 Object 6543

Is Item Included in Current Budget? ^{and Proposed} Yes X No

Reporting Category N/A

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

The City of West Palm Beach has eliminated its base facility fee (\$1,046.73) and reduced its commodity fee from \$4.57 to \$3.81 per 1,000 gallons of potable water for this account. As a result, the County will realize a reduction in expenditures. The reduction in rates charged to the County will not have an impact on consumption.

C. Department Fiscal Review: Debra M. West

III. REVIEW COMMENTS

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

[Signature] 6/17/16
OFMB ^{EX 4/13} 6/13

[Signature] 6/15/16
Contract Development and Control

B. Legal Sufficiency:

[Signature] 6/16/16
Assistant County Attorney

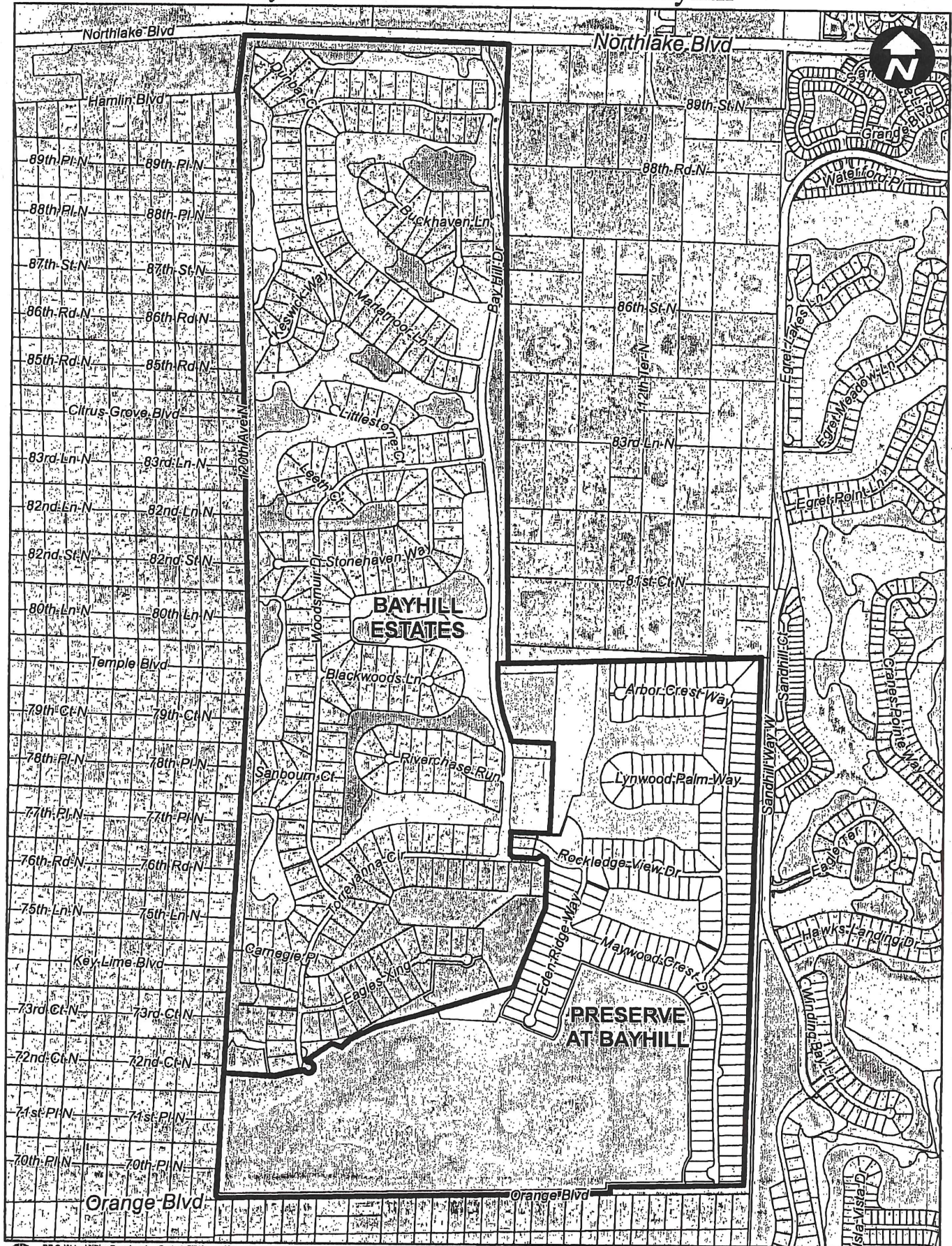
C. Other Department Review:

Department Director

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

Attachment 1

Bayhill Estates and Preserve at Bayhill





WEST PALM BEACH

City Attorney

OFFICE OF THE CITY ATTORNEY

401 Clematis Street
P.O. Box 3366
West Palm Beach, Florida 33402-3366

Tel: 561/ 822-1350
Fax: 561/ 822-1373

March 31, 2016


Michael W. Jones, Esquire
Assistant County Attorney
Palm Beach County Attorney's Office
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

Re: First Amendment to Interlocal Agreement Between Palm Beach County and
The City of West Palm Beach for Wholesale/Bulk Water Purchase
Our File No. 09209.001

Dear Mike:

Enclosed are duplicate originals of the subject Amendment which was approved by the City Commission on March 28, 2016 by Resolution No. 94-16. Upon approval and execution by the Board of County Commissioners, please return one fully executed original to my attention for retention by the City.

Sincerely,


Nancy D. Urcheck
Deputy City Attorney

NDU/bm
Enclosures

Received 1 Forward
to Jim Stiles
@ WPD.



**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH
COUNTY AND THE CITY OF WEST PALM BEACH FOR WHOLESALE/BULK
WATER PURCHASE**

WPB Contract No. 09209.001

THIS FIRST AMENDMENT made and entered into this _____ day of _____, 2016, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **CITY OF WEST PALM BEACH**, a Florida municipal corporation (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, on December 7, 2010, County and City entered into an Interlocal Agreement for Wholesale/Bulk Water Purchase (the "Agreement")(County Resolution No. R2010-2048); and

WHEREAS, County and City wish to amend the Agreement in order to remove certain "take or pay" provisions, clarify the rate to be paid, and make other minor revisions.

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. **Attachment 2** to the Agreement is replaced by **Revised Attachment 2**, which is attached hereto and incorporated herein.
3. Section B.1 of the Agreement is hereby replaced in its entirety by the following:
 1. City will commit to make available, sell, and deliver treated potable water from City's water system to County's Bay Hill Area, at delivery points established by the parties pursuant to this Agreement, and the County agrees to purchase potable water delivered through such delivery points, in an amount up to 150,000 gallons per day. There shall be no minimum amount of potable water that the County is required to purchase under this Agreement.
4. Section C.1 of the Agreement, is hereby replaced in its entirety by the following:
 1. County shall pay the City a water volume charge based on the actual metered water flow from the City to the County through the delivery points established by the parties pursuant to this Agreement. The City has established by Resolution a water volume charge for wholesale/bulk customers, which rate is subject to

change as approved by the City Commission. The rates in effect as October 1, 2015 are attached in **Revised Attachment 2**. Volume charges shall include a volumetric rate – operations and capacity fee component. There shall be no monthly base fee charged, and the County shall only be charged for actual metered flow. The City's surcharge for service outside of the City's geographic boundaries shall not be applied to the rates charged to the County under this Agreement. Any increase to the rates charged under this Agreement shall be limited to increases approved by the City Commission that are applicable to other wholesale/bulk service customers. Upon any increase to the rates, County may request, and City shall provide the County with a cost of service study justifying such rates. Notwithstanding the foregoing, the County will not contest any rates supported by a cost of service study and approved by the City Commission.

5. The last sentence of Section G.3 and G.4 is hereby deleted from the Agreement.
6. All other provisions of the Agreement, dated December 7, 2010, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, County and City have executed or have caused this Agreement, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mary L. Berger, Mayor

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Cof Director of Water Utilities

CITY OF WEST PALM BEACH

By: _____
City Clerk

By: _____
Geraldine Muoio, Mayor

(SEAL)

Dated: 3/29, 2016

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

RESOLUTION NO. 270-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PALM BEACH, FLORIDA, ESTABLISHING RATES FOR BULK / WHOLESALE WATER AND WASTEWATER SERVICE; AMENDING AND REPLACING RESOLUTION NO. 245-10; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, Chapter 90, Section 2 of the Code of Ordinances of the City of West Palm Beach, Florida, provides that the City Commission may establish by resolution reasonable fees and charges to be charged to the consumers of the water and wastewater services based on the cost of providing such services; and

WHEREAS, the City Commission last established service fees for bulk/wholesale water and wastewater service by Resolution No. 245-10; and

WHEREAS, the Public Utilities Department utilized the services of Public Resources Management Group, Inc., to update the 2009 study of the City's bulk / wholesale water and wastewater rates and fees and the cost of providing such services. The updated study was completed as of June 2015; and

WHEREAS, based on such study, the City Commission of the City of West Palm Beach desires to amend its bulk / wholesale water and wastewater rates and fees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF WEST PALM BEACH, FLORIDA, that:

SECTION 1: Bulk/wholesale water and wastewater service shall, except as otherwise provided in this Resolution, be billed per one thousand gallons of usage at the following rates:

Bulk / wholesale Water service	\$3.81 per 1,000 gallons
Bulk / wholesale Waste water service	\$3.43 per 1,000 gallons

SECTION 2: The rates in this Resolution shall apply for bulk/wholesale water and wastewater service, except as otherwise negotiated and provided in an Interlocal Agreement duly approved by the City Commission and executed by the City.

SECTION 3: This Resolution shall amend and replace Resolution No. 245-10 as of the effective date of this Resolution No. 270-15 and shall thereafter govern and control the rates for bulk/wholesale water and wastewater service.

SECTION 4: This Resolution shall take effect October 1, 2015.

PASSED AND ADOPTED THIS 31ST DAY OF AUGUST, 2015.



ATTEST:

X <i>Hazeline F. Carson</i>
CITY CLERK Signed by: Hazeline Carson

CITY OF WEST PALM BEACH BY
ITS CITY COMMISSION:

X <i>Geraldine Muoio</i>
PRESIDING OFFICER Signed by: Geraldine Muoio

APPROVED AS TO FORM AND
LEGALITY:

X <i>Nancy Urcheck</i>	8/25/2015
CITY ATTORNEY Signed by: NUrcheck	