

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 4, 2017

Consent  [X]  
Public Hearing  [ ]

Regular  [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a First Restated Interlocal Agreement (Restated Agreement) with Seacoast Utility Authority (Authority) for the Purchase and Sale of Bulk Potable Water and Wastewater Service.

**Summary:** On April 18, 2006, the County and Authority entered into an Interlocal Agreement (Original Agreement) for the Purchase and Sale of Bulk Potable Water and Wastewater Service (R2006-0687). Subsequent to the execution of the Original Agreement, the County and Authority amended the agreement to make modifications to the term of the Original Agreement and the procedure for the reservation of capacity (R2007-1128). The Original Agreement, as amended, provided for the provision of bulk potable water and wastewater service from the Water Utilities Department (WUD) to the Authority during an initial term and provided for a long term option in which the Authority could reserve permanent capacity in the WUD potable water and wastewater systems. On October 13, 2010, the Authority exercised the long term option and purchased 110,000 gallons per day of permanent potable water capacity and 90,000 gallons per day of permanent wastewater capacity. The long term option has subsequently expired.

As a result of additional growth and economic development possibilities, the Authority wishes to purchase additional permanent capacity in the WUD potable water and wastewater systems. The Restated Agreement will provide for the amendment and restatement of the Original Agreement, in its entirety, to provide for the purchase of additional capacity by the Authority and to provide for the terms and conditions of water and wastewater service for the permanent capacity purchased under the Restated Agreement. In addition, the Restated Agreement restates the terms and conditions for the capacity purchased under the Original Agreement.

The Restated Agreement allows the Authority to reserve additional permanent potable water and wastewater capacity, to be charged at the annually adjusted commodity rate. The Authority is able to purchase up to five (5) million gallons per day of additional potable water and wastewater capacity in the WUD potable water and wastewater systems, subject to capacity availability. The Authority will additionally be responsible for paying capacity fees for the purchase of permanent capacity. The capacity fees will be based on the potable water and wastewater average daily flows that the Authority desires to purchase. Capacity fees for both potable water and wastewater service will be frozen for a period of five (5) years following the effective date of the Restated Agreement. Any usage over a multiplier of specific purchased capacity will be charged at 150 percent of the then current water and wastewater commodity rates. District 1 (MJ)

**Background and Justification:** Pursuant to additional growth and economic development opportunities in Northern Palm Beach County, the Authority is seeking to reserve additional potable water and wastewater capacity in the WUD potable water and wastewater systems. The Restated Agreement provides for the reservation and purchase of additional capacity, establishes the commodity and capacity rates for the additional potable water and wastewater capacity, and restates the terms and conditions of the Original Agreement related to the capacity purchased pursuant to the long term option.

**Attachments:**

- 1. Three (3) First Restated Interlocal Agreements

Recommended By:

  
Department Director

3-27-17  
Date

Approved By:

  
Deputy County Administrator

3-31-17  
Date

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
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>
<b>NET FISCAL IMPACT</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>Budget Account No.:</b>	<b>Fund <u>4011</u></b>	<b>Agency <u>721</u></b>	<b>Org. <u>Various</u></b>	<b>Object <u>Various</u></b>	

Is Item Included in Current Budget?      Yes X      No     

Reporting Category N/A

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

No fiscal impact

**C. Department Fiscal Review:** Ken Equita 3/24/17

**III. REVIEW COMMENTS**

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

[Signature]  
OFMB      3/27

[Signature] 3/29/17  
Contract Development and Control

**B. Legal Sufficiency:**

[Signature] 3/30/17  
Assistant County Attorney

**C. Other Department Review:**

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

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

**FIRST RESTATED INTERLOCAL AGREEMENT BETWEEN PALM BEACH  
COUNTY AND SEACOAST UTILITY AUTHORITY FOR THE PURCHASE AND  
SALE OF BULK POTABLE WATER AND WASTEWATER SERVICE**

THIS FIRST RESTATED INTERLOCAL AGREEMENT made and entered into this 22<sup>nd</sup> day of March, 2017, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **SEACOAST UTILITY AUTHORITY**, a separate legal public entity created pursuant to the provisions of chapter 163, Florida Statutes (hereinafter "Authority").

**W I T N E S S E T H**

**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 economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, on April 18, 2006, the County and Authority entered into an Interlocal Agreement for the Purchase and Sale of Bulk Potable Water and Wastewater Service (County Resolution R2006-0687)(the "Agreement"); and

**WHEREAS**, on July 10, 2007, County and Authority amended the Agreement to make certain modifications to the term of the Agreement and also the capacity reservation procedure (the "First Amendment")(County Resolution No. R2007-1128); and

**WHEREAS**, the Agreement, as amended, provided for the provision of bulk Potable Water and Wastewater service during an Initial Term in which the Authority would pay an annual carrying cost in lieu of a Capacity Fee; and

**WHEREAS**, the Agreement, as amended, provided the Authority with a Long-Term Option in which the Authority could reserve permanent capacity in the County's Potable Water and Wastewater Systems subject to notification by a certain date and payment of applicable Capacity Fees; and

**WHEREAS**, the Authority exercised the Long-Term Option by letter dated October 13, 2010, in which the Authority purchased 110,000 gallons per day of permanent Potable Water capacity and 90,000 gallons per day of permanent Wastewater capacity in the County's Potable Water and Wastewater Systems (the "Long-Term Option Letter", a copy of which is attached hereto and incorporated herein as **Exhibit "A"**); and

**WHEREAS**, the Long-Term Option has expired and the Authority no longer has the option to purchase permanent capacity under the terms of the Agreement, as amended; and

**WHEREAS**, the Authority now wishes to purchase additional permanent capacity in the County's Potable Water and Wastewater Systems; and

**WHEREAS**, the County and Authority wish to amend and restate the Agreement, in its entirety, in order to provide for the purchase of additional capacity by Authority and also to provide for the terms and conditions of the Potable Water and Wastewater service for the permanent capacity purchased both hereunder and also pursuant to the Long-Term Option; and

**WHEREAS**, to prevent duplication of Potable Water and Wastewater service delivery systems, the parties desire to enter into this Agreement.

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

1. The foregoing statements are true and correct.
2. Term. The Term of the Agreement shall commence on the Effective Date and extend for a term of thirty (30) years whereupon it shall automatically renew for successive periods of five (5) years unless earlier terminated as provided herein. However, expiration or termination of this Agreement shall not, of itself, permit the County to discontinue service for permanent water and sewer capacity reserved in accordance with the terms of this Agreement.
3. Effective Date. This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is ratified by the County.
4. Definitions. The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:
  - (a) "Additional Potable Water Capacity" means that permanent capacity in the County's Potable Water System that the Authority is purchasing pursuant to this Agreement. For the avoidance of confusion, the Additional Potable Water Capacity does not include the 110,000 gallons per day of Potable Water Capacity purchased pursuant to the Long-Term Option Letter.
  - (b) "Additional Wastewater Capacity" means that permanent capacity in the County's Wastewater System that the Authority is purchasing pursuant to this Agreement. For the avoidance of confusion, the Additional Wastewater Capacity does not include the 90,000 gallons per day of Wastewater capacity purchased pursuant to the Long-Term Option Letter.
  - (c) "Annual Rate Adjustment" – the fixed percentage by which the Potable Water Commodity Fee and the Wastewater Commodity Fee shall be adjusted on an annual basis, derived by calculating the effective commodity rate for a County single family residential customer using 6,000 gallons per month of potable water and

discharging 4,800 gallons per month of wastewater and multiplying the result by a fixed percentage defined in this Agreement. The Annual Rate Adjustment percentages for potable water and wastewater are derived as follows:

$$\text{Potable Water: } (\$13.69/\text{mo} + 4 * \$1.38/000 + 2 * \$3.05/000) \div 6 = \$4.22/000.$$

$$\$2.64/000 \div \$4.22/000 = \underline{62.6\%}$$

$$\text{Wastewater: } (\$15.36/\text{mo} + 4 * \$1.87/000 + 0.8 * \$4.38/000) \div 4.8 = \$5.49/000. \quad \$3.14/000 \div \$5.49/000 = \underline{57.2\%}$$

Where \$2.64 per thousand gallons is the initial Potable Water Commodity Fee and \$3.14 per thousand gallons is the initial Wastewater Commodity Fee and the rate components for a single family residential customer are as defined in UPAP as of the effective date of this Agreement. The Potable Water Commodity Fee shall be maintained at 62.6% of the then current single family residential UPAP rate for a 6,000 gallons per month customer and the Wastewater Commodity Fee shall be maintained at 57.2% of the then current single family residential UPAP rate for a 4,800 gallons per month.

- (d) "Authority's Potable Water System" – the system owned and/or operated by the Authority for the production and distribution of Potable Water within the Authority's Potable Water Service Area, said system being located on the Authority's side of the various Potable Water Points of Connection.
- (e) "Authority's Wastewater System" – the system owned and/or operated by the Authority for the collection and pumping of Wastewater within the Authority's Wastewater Service Area, said system being located on the Authority's side of the various Wastewater Points of Connection.
- (f) "Average Daily Flow" – for purposes related to Potable Water service, the average daily flow rate of Potable Water collectively measured through all Potable Water Points of Connection. The Average Daily Flow rate for Potable Water is calculated by dividing the total amount of Potable Water flowing through the Potable Water Points of Connection in any one calendar year by the number of days in that same calendar year. For purposes related to Wastewater Service, the average daily flow rate of Wastewater estimated through all Wastewater Points of Connection. Unless the County elects to install and utilize Wastewater meters pursuant to Section 8.A and 8.B, the Average Daily Flow rate for Wastewater shall be conclusively presumed to be 79% of the Average Daily Flow rate for Potable Water.
- (g) "Capacity Fee" – a one-time, non-refundable fee to be paid by the Authority to the County to purchase permanent Potable Water and Wastewater system capacity. The Potable Water Capacity Fee shall be based upon the Potable Water Average Daily Flow, expressed in gallons per day that the Authority desires to purchase in

the County's Potable Water System. The Wastewater Capacity Fee shall be based upon the Wastewater Average Daily Flow, expressed in gallons per day that the Authority desires to purchase in the County's Wastewater System.

- (h) "Commodity Fee" – a fee to be paid by the Authority to the County on a monthly basis during the Term of this Agreement. The Potable Water Commodity Fee is intended to recover the County's cost of producing and supplying Potable Water on a bulk basis to the Authority at the various Potable Water Points of Connection, and is charged per one thousand (1,000) gallons of measured Potable Water delivered by County to the various Potable Water Points of Connection. The Wastewater Commodity Fee is intended to address the County's cost of receiving, pumping, treating and disposing of Wastewater delivered to County at the various Wastewater Points of Connection, and is charged per one thousand (1,000) gallons of Wastewater delivered (either estimated or metered) by the Authority to the County to the various Wastewater Points of Connection.
- (i) "County's Potable Water System" – the system owned and/or operated by the County for the production and distribution of Potable Water to customers of the County, said system being located on the County's side of the various Points of Connection and including all Potable Water meters and related appurtenances located at the various Potable Water Points of Connection.
- (j) "County's Wastewater System" – the system owned and/or operated by the County for the collection and pumping (and, if applicable, metering) of Wastewater within the County's Wastewater Service Area, said system being located on the County's side of the various Wastewater Points of Connection, and, if applicable, including all Wastewater meters and related appurtenances located at the various Wastewater Points of Connection.
- (k) "Long Term Option" – the permanent purchase of County Potable Water and/or Wastewater System capacity made by the Authority pursuant to the Long-Term Option Letter.
- (l) "Long-Term Option Capacity" the amount of permanent Water or Wastewater capacity that the Authority purchased in the Long-Term Option Letter.
- (m) "Long-Term Option Letter" has the meaning set forth in the Recitals to this Agreement.
- (n) "Points of Connection" – locations where the County's Potable Water System is connected with the Authority's Potable Water System and where County's Wastewater System is connected with the Authority's Wastewater System, all as mutually agreed by the parties. The Points of Connection existing as of the Effective Date of this Agreement are depicted on **Exhibit "B"**, which is attached hereto and incorporated herein. Additional Points of Connection between the

parties' respective Potable Water Systems and Wastewater Systems may be added in the future based on the mutual agreement of the parties.

- (o) "Potable Water" – water for human consumption which meets all applicable Federal, state and County standards.
- (p) "Price Index" is the Gross Domestic Product Implicit Price Deflator as published by the United States Department of Labor, Bureau of Labor Statistics Data, Water and Sewerage Maintenance ("Gross Domestic Product Implicit Price Deflator") or agreed-upon equivalent, as measured on an annual basis using the most recently-published data as of the date of application.
- (q) "Total Potable Water Capacity" means the total of the permanent Long-Term Option Capacity for Potable Water and the Additional Potable Water Capacity purchased by the Authority.
- (r) "Total Wastewater Capacity" means the total of the permanent Long-Term Option Capacity for Wastewater and the Additional Wastewater Capacity purchased by the Authority.
- (s) "Wastewater" – Liquid and water-carried industrial, domestic, medical, food, superfluous solid, gaseous material, holding tank or other wastes from dwelling units, commercial establishments, and/or manufacturing facilities, whether treated or untreated, as defined in the County's UPAP.
- (t) "UPAP" – the Uniform Policies and Procedures Manual of the Palm Beach County Water Utilities Department as may be amended from time to time.

5. Scope of Agreement. County agrees to furnish, and Authority agrees to purchase, Potable Water at the Points of Connection in accordance with the terms and conditions of this Agreement. County also agrees to provide, and Authority agrees to purchase, Wastewater service at the Points of Connection in accordance with the terms and conditions of this Agreement.

6. System Pressure. The water pressure of Potable Water delivered by the County to the Potable Water Points of Connection shall be a minimum of 50 psi at all times, with an expected water pressure of between 50 and 75 psi depending upon water demand conditions. Static pressure (zero flow from Authority) within the County's Wastewater System at the Wastewater Points of Connection shall not exceed 50 psi.

7. Potable Water Service:

- A. Long-Term Option Capacity. Pursuant to the Long-Term Option Letter, the Authority has purchased 110,000 gallons per day of permanent Potable Water capacity in the County's Potable Water System. The County shall continue to provide the Authority with this Potable Water up to this maximum Average Daily Flow rate required by the Authority. The Potable Water Commodity Fee for the Long-Term Option Capacity

shall be \$1.63 per thousand gallons delivered to the Points of Connection which shall be increased annually on October 1 by ½ of the Price Index, or 3%, whichever is less. The Potable Water Commodity Fee and indexing provisions for capacity over and above the Long-Term Option Capacity shall be as set forth in Section 7.B herein.

- B. Additional Potable Water Capacity Reservation/Service. The Authority may, subject to capacity availability, purchase up to 5 million gallons per day of Additional Potable Water Capacity in the County's Potable Water System. Said purchases shall be made in increments of 100,000 gallons per day. This reservation of capacity is contingent upon the Authority remitting payment of \$3.80 per gallon of Additional Potable Water Capacity no less than thirty (30) days prior to service activation. The \$3.80 per gallon rate shall be available for a period of five years following the Effective Date of this Agreement, following which the County may modify the Additional Potable Water Capacity rate in its discretion. The County shall provide the Authority with Potable Water at varying flow rates required by the Authority. The Potable Water Commodity Fee for the Additional Potable Water Capacity shall be \$2.64 per thousand gallons of metered flow delivered to the Points of Connection. The Potable Water Commodity Fee for the Additional Potable Water Capacity shall be adjusted annually on October 1 by the Annual Rate Adjustment.

8. Wastewater Service:

- A. Long-Term Option Capacity. Pursuant to the Long-Term Option Letter, the Authority has purchased 90,000 gallons per day of permanent Wastewater service capacity in the County's Wastewater System. Authority may deliver, and County shall continue to accept varying Wastewater flow rates required by the Authority. The initial Wastewater Commodity Fee for the Long-Term Option Capacity shall be \$1.38 per thousand gallons delivered to the Points of Connection and based on a volume calculated as 79% of the volume of Potable Water delivered to the corresponding Potable Water metered account. The County retains the right to install and utilize Wastewater meters, at its sole option and cost, to measure Wastewater flow at any time during this Agreement. The Wastewater Commodity Fee for the Long-Term Option Capacity shall be increased annually on October 1 by ½ of the Price Index, or 3%, whichever is less. The Wastewater Commodity Fee and indexing provisions for capacity over and above the Long-Term Option Capacity shall be as set forth in Section 8.B.
- B. Additional Wastewater Capacity Reservation/Service. The Authority may, subject to capacity availability, purchase up to 5 million gallons per day of Additional Wastewater Capacity in the County's Wastewater System. Said purchases shall be made in increments of 100,000 gallons per day. This reservation of capacity is contingent upon Authority remitting payment of \$5.69 per gallon of Additional Wastewater Capacity no less than thirty (30) days prior to service activation. The \$5.69 per gallon rate shall be available for a period of five years following the Effective Date of this Agreement, following which the County may modify the Additional Wastewater Capacity in its discretion. Authority may deliver, and County shall accept, Wastewater at varying



flow rates required by the Authority. The Wastewater Commodity Fee for the Additional Wastewater Capacity shall be \$3.14 per thousand gallons delivered by the Authority to the Points of Connection as estimated by 79% of Potable Water delivery for the same billing month or metered flows. The County retains the right to install and utilize Wastewater meters, at its sole option and cost, to measure Wastewater flow at any time during this Agreement. The Wastewater Commodity Fee for the Additional Wastewater Capacity shall be adjusted annually on October 1 by the Annual Rate Adjustment.

9. Usage Over Purchased Capacity. Measured Potable Water on any single day shall not exceed 1.33 times the Total Potable Water Capacity purchased by the Authority. If the Authority exceeds 1.33 times the Total Potable Water Capacity on any given day as determined by an examination of metering records at the Points of Connection, the Authority shall pay 150 percent of the then current Potable Water Commodity Fee and 150 percent of the then current Wastewater Commodity Fee for all such excess use. Should the County elect to meter Wastewater pursuant to Section 8.A and 8.B of this Agreement, then the provisions of this Section shall apply to usage measured by the Wastewater meter(s). The County shall not be considered in default of Section 6 of this Agreement regarding the maintenance of minimum system and static pressures on those days if the Authority exceeds 1.33 times the Total Potable Water Capacity.

10. Additional Responsibilities of the County. The County shall provide for the design, construction, operation and maintenance of the County's Potable Water System and Wastewater System, up to and including the Points of Connecting existing as of the Effective Date of this Agreement as depicted in "Exhibit B", including the design and construction of any Potable Water and Wastewater meters and related appurtenances. Nothing herein shall require the County to extend its Potable Water System or Wastewater System beyond what is existing as of the Effective Date of this Agreement. County shall be responsible for the securing of any permits or other approvals necessary to provide Potable Water and Wastewater service to Authority at the various Points of Connection.

11. Additional Responsibilities of Authority. The Authority shall comply with all applicable local, State and Federal laws and regulations for the use and sale of Potable Water as well as for the collection and pumping of Wastewater. Authority shall be responsible for the securing of any permits or other approvals necessary to provide Potable Water and Wastewater Service to any customers within the Authority's service area.

12. Water Quality. The physical, chemical, and biological quality of the Potable Water delivered by County to Authority at the Points of Connection shall meet all Federal, State and local laws, regulations, and requirements for Potable Water, as may be amended from time to time. Authority shall be responsible for the water quality of the Potable Water once it enters the Authority's Potable Water System. Authority shall be required to perform all testing of the Potable Water as is required by any and all Federal, State and local laws, regulations, and requirements for Potable Water, as may be amended from time to time.

13. Wastewater Pretreatment. The Authority shall ensure that all Wastewater delivered to the County shall meet the County's pretreatment standards, as they may be amended from time to time, at the Points of Connection for Wastewater.

14. Service Areas. The Authority and County are currently parties to an agreement, dated September 13, 2005 (County Resolution No. 2005-1769, as recorded in ORB 19366, page 1232 of the public records of Palm Beach County) establishing a service area boundary between the County and Authority for the provision of Potable Water, reclaimed water and wastewater Service (hereinafter "Service Area Agreement"). Said Service Area Agreement, as may be amended from time to time, is incorporated herein by reference, and is not affected in any way by this new Agreement.

15. Water Shortages. In the event the South Florida Water Management District or other governmental unit with just cause and authority declares a water shortage, then County shall have the right to restrict service to the Authority by the same percentage, level and/or manner as the County restricts service to customers located within the County limits, and may adjust the Potable Water Commodity Fee in the same manner as rates may be adjusted for customers located within the County limits. This provision shall be applicable during both the Initial Term and Long Term option of this Agreement.

16. Payment of Bills. The County will bill the Authority Commodity Fees on a monthly basis. The Authority agrees to pay for all Potable Water and Wastewater Service received from the County and make payments to the County within thirty (30) days from the date the bill is rendered by County. A past due notice will be mailed by County to the Authority after thirty (30) days. If payment has not been received after sixty (60) days from the date of the original bill, service may be disconnected and a one percent (1%) per month interest charge will be assessed on the outstanding balance.

17. County to Maintain Master Meters. County agrees to have an annual inspection and report prepared regarding the condition and accuracy of the master Potable Water and, if applicable, Wastewater Service meters. A copy of the annual report on meter inspection shall be furnished to the Authority. The Authority shall have the right to make its own meter inspection, or to have an independent company inspect the metering equipment at any time; provided, however, no such inspection shall be made unless the Authority shall first give the County written notice of the date and time of its intent to have the inspection made, nor shall any such inspection be made prior to twenty-four (24) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by County. All costs and expenses of the Authority's interim inspection shall be borne by the Authority. If the meter is found not to be in good working order, the County shall reimburse the Authority the cost incurred as a result of the interim inspection. Normal maintenance of the Potable Water and Wastewater master meters shall be performed by County at County's sole cost and expense.

18. Time Period Limitation In Case of Master Meter Inaccuracy. Both parties agree that, should a master meter be found to be inaccurate beyond American Water Works Association (AWWA) standards, the meter will be assumed to have been inaccurate since the time of the event failure or since the last meter inspection or for a period of three months, whichever time should be

less, and that the following month's billing will be adjusted to show a credit or additional charge to the Authority for that period, based upon the method established in Section 19 herein.

19. Presumed Consumption and Required Payment in Case of Master Meter Inaccuracy. Both parties agree, that if at any time a master meter shall be inaccurate with respect to the quantity of consumption by the Authority as provided in Section 18 above, the Authority will pay to the County a daily amount equal to the average consumption of the ninety (90) day period prior to the date the meter became inaccurate multiplied by the rate in effect.

20. Security. The parties shall be jointly responsible for security of the combined Points of Connection, including provision of access locking features so that each party can have keyed access to the vault. The combined Points of Connection will be controlled by valves which can be operated by authorized representatives of either the County or the Authority. Only authorized employees of either County or Authority will operate the valves controlling the combined Points of Connection. The County and the Authority shall provide prior notice to each other prior to operating the valves at the Combined Points of Connection.

21. Termination:

For Cause: The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.

Without Cause: The Authority may terminate this Agreement at the discretion of the Authority Board without a statement of cause to the County at any time during the term of this Agreement with six (6) months written notice.

22. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized in Florida Statutes, Chapter 163. The governing bodies for County and Authority shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

23. Indemnification. County and Authority acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or

damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. County and Authority agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

24. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plan failures and water main breaks, neither party shall be liable for such non-performance.

25. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.

26. Successors and Assigns. County and Authority each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor Authority shall assign, sublet, convey or transfer its interest in this Agreement without prior written consent of the other.

27. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have to any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

28. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

29. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Authority, shall be mailed or delivered to Authority at:

Seacoast Utility Authority

4200 Hood Road

Palm Beach Gardens, FL 33410

Attn: Executive Director

And if to County, shall be mailed or delivered to:

Palm Beach County Water Utilities

8100 Forest Hill Boulevard

P.O. Box 16097

West Palm Beach, FL 33416-6097

Attn: Department Director

with a copy not to constitute notice to:

County Attorney  
301 North Olive Ave.  
Suite 601  
West Palm Beach, FL 33401

30. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

31. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented, or discharged by an instrument in writing signed by the parties hereto.

32. Entirety of Agreement. County and Authority agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are not promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

33. Palm Beach County Office of the Inspector General. Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed Palm Beach County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with Palm Beach County, or anyone acting on their behalf, in order to ensure

compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of Authority or Palm Beach.

35. Non-Discrimination. Authority and Palm Beach each warrant and represent that all of their employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

Authority has submitted to Palm Beach a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if Authority does not have a written non-discrimination policy or one that conforms to Palm Beach's policy, it has acknowledged through a signed statement provided to Palm Beach that Authority will conform to Palm Beach's non-discrimination policy as provided in R-2014-1421, as amended.

**(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, County and Authority have executed or have caused this First Restated Interlocal Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this First Restated Interlocal Agreement.

AS TO COUNTY:

ATTEST:

Sharon R. Bock, Clerk and Comptroller

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

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

By: \_\_\_\_\_  
Paulette Burdick, Mayor

(SEAL)

APPROVED AS TO FORM AND TO  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

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

By: Jim Stiles  
Department Director of Water Utilities

AS TO AUTHORITY:

ATTEST:

SEACOAST UTILITY AUTHORITY

By: Jessica Moore  
Jessica Moore, Authority Clerk

By: Ronald Ferris  
Ronald Ferris, Chair

APPROVED AS TO FORM AND TO LEGAL  
SUFFICIENCY

By: Nathan Nason  
Authority Attorney, Nathan Nason



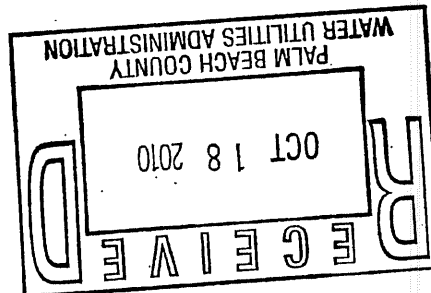
# Seacoast Utility Authority

Mailing Address:  
P.O. Box 109602  
Palm Beach Gardens,  
Florida 33410-9602

EXECUTIVE OFFICE

October 13, 2010

Bevin Beaudet, P.E.  
Palm Beach County Water Utilities  
8100 Forest Hill Boulevard  
P.O. Box 16097  
West Palm Beach, Florida 33416-6097



Re: Request for Bulk Water and Wastewater Service Initiation

Dear Bevin:

In accordance with the April 18, 2006 Interlocal Agreement between Palm Beach County and Seacoast Utility Authority ("Agreement"), Seacoast presents the following water and sewer bulk service request. Parenthetical references correspond with relevant sections of the Agreement.

**BULK WATER SERVICE**

Volume (Section 4.c)	110,000 gallons per day
Anticipated Service Initiation Date (Section 4.o)	November 15, 2010 (estimated)
Capacity Purchase Type (Section 10)	Long Term (Permanent) Option
Capacity Fee (Section 4.d)	\$312,400.00
Point of Connection (Section 4.k)	Water Master Meter, Near First Park South Florida Plat Line at the Beeline Highway
Potable Water Commodity Fee (Sections 4.e and 7)	\$1.45 per 1,000 Master Meter Gallons delivered

**BULK WASTEWATER SERVICE**

Volume (Section 4.c)	90,000 gallons per day
Anticipated Service Initiation Date (Section 4.o)	January 31, 2011 (estimated)
Capacity Purchase Type (Section 10)	Long Term (Permanent) Option
Capacity Fee (Section 4.d)	\$210,600.00
Point of Connection (Section 4.k)	Wastewater Master Meter, First Park South Florida Plat Line at the Beeline Highway
Wastewater Commodity Fee (Sections 4.e and 8)	\$1.22 per 1,000 Master Meter Gallons

Please confirm that the foregoing figures and calculations are correct and consistent with the terms of the Agreement, and that this request is acceptable to Palm Beach County. Also, please confirm that since Seacoast proposes to purchase permanent water and sewer system capacity from Palm Beach



County, there will be no "Annual Carrying Cost" of any kind, most particularly the charges referenced in Section 9. Finally, please disclose any costs, fees, rates, or charges, other than those identified herein, that Palm Beach County proposes to levy for this service.

Thank you for your assistance. We look forward to hearing from you very soon.

Sincerely,

SEACOAST UTILITY AUTHORITY



Rim Bishop, Executive Director

cc Maria Davis

Robert Weisman

Nathan Nason

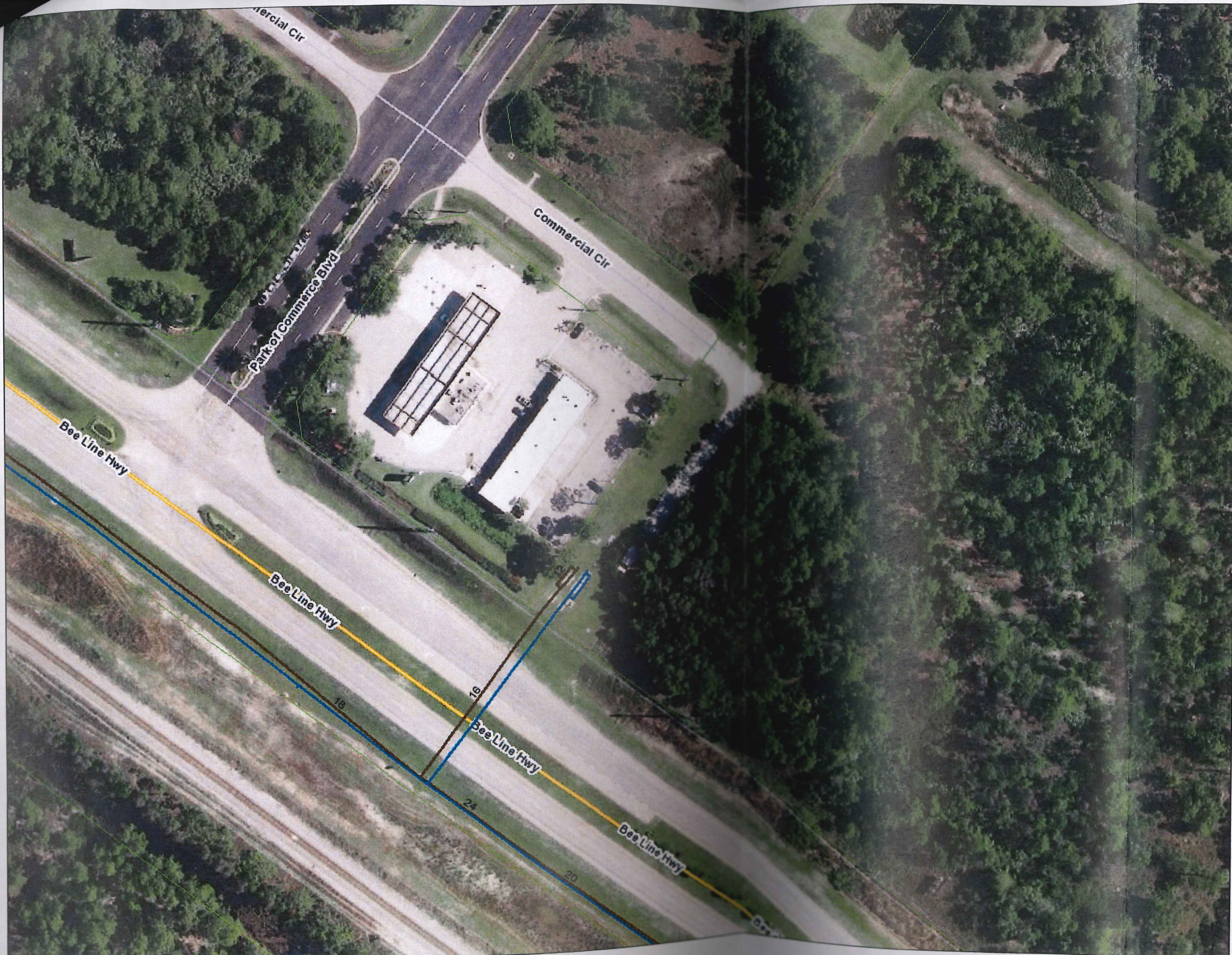
Bruce Gregg

Jim Lance

4200 Hood Road, Palm Beach Gardens, Florida 33410-2198

Phone: Customer Service (561) 627-2920 / Executive Office (561) 627-2900 / FAX (561) 624-2839





# Waste Water Collection System



## Palm Beach County Water Utilities

### Legend

- Valve Public
- Valve Private
- Manhole Public
- Manhole Private
- ≡ AirRelease
- Reducer
- F.M. Public
- F.M. Private
- F.M. Abandoned
- G.M. Public
- G.M. Private
- ▣ L.S. Public
- ▣ L.S. Private
- ⊕ Peroxide Tank
- Treatment Plant
- Section Lines
- ▭ Parcels
- ▨ Canals
- ▭ Buildings > 7500sqft
- ⊙ As-built No.
- ⊙ Valve No.
- ⊙ Manhole No.
- ⊙ A.R.V. No.

N



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