

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: **March 12, 2024** Consent [X] Regular []
 Public Hearing []

Department: **Water Utilities Department**

I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends motion to approve:** the Second Amendment to First Restated Interlocal Agreement (Second Amendment) between Palm Beach County (County) and Seacoast Utility Authority (Authority) for the Purchase and Sale of Bulk Potable Water and Wastewater Service.

Summary: The Second Amendment modifies Section 8.A and 8.B to reduce the wastewater volume calculation for the wastewater service provided to the Palm Beach Park of Commerce (Park of Commerce). The new volume calculation will be 45% of the volume of Potable Water delivered through the Park of Commerce master water meters. The wastewater commodity fee for all other points of connection through which the County provides wastewater to Authority shall remain at 79% of the volume of potable water delivered through each point of connection.

The volume calculation applicable to wastewater service for Park of Commerce is due to high water usage within the Park of Commerce which is not returned to the County's wastewater system for collection and treatment. The 45% calculation is based on actual wastewater return, which was measured using wastewater meters over a six month period, and projected flows. District 1 (MWJ)

Background and Justification: 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). On April 4, 2017, the Board of County Commissioners (BCC) approved the First Restated Agreement (R2017-0444). On June 19, 2018, the BCC approved the First Amendment to the First Restated Agreement (R2018-0962). The First Restated Agreement was necessary to provide for the continued provision of Potable Water and Wastewater service pursuant to the Original Agreement and to provide for additional reservation of Potable Water and Wastewater capacity by Authority at updated Capacity Fees and Commodity Fees, and also included other necessary updates.

Attachments:

- 1. Three (3) Second Amendments to First Restated Interlocal Agreement

Recommended By: AL-1307 dt 2/14/24
 Department Director Date

Approved By: [Signature] 2/27/24
 Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<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>
# 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 X

Does this item include the use of Federal Funds? Yes _____ No X

Does this Item include the use of State Funds? Yes _____ No X

Reporting Category N/A

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

No fiscal impact

C. Department Fiscal Review: [Signature] Ge

III. REVIEW COMMENTS

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

[Signature] 2/15/24
OFMB QA 2/15
MFC 2/15

[Signature] 2/22/24
Contract Development and Control
Feb 21/24

B. Legal Sufficiency:

[Signature] 2/26/24
Assistant County Attorney

C. Other Department Review:

Department Director

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

**SECOND AMENDMENT TO 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 SECOND AMENDMENT (“Second Amendment”) is made and entered into this 12th day of March, 2024, 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”).

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

WHEREAS, on April 18, 2006, County and Authority entered into an Interlocal Agreement for the Purchase and Sale of Bulk Potable Water and Wastewater Service (“Original Agreement” (County Resolution No. R2006-0687); and

WHEREAS, on April 14, 2017, County and Authority entered into a First Restated Interlocal Agreement for the Purchase and Sale of Bulk Potable Water and Wastewater Service (the “First Restated Agreement”) (County Resolution No. R2017-0444); and

WHEREAS, on May 23, 2018, County and Authority entered into an amendment to the First Restated Agreement (the “First Amendment”) (County Resolution No. R2018-0962); and

WHEREAS, the First Restated Agreement, as amended, was necessary to provide for the continued provision of Potable Water and Wastewater service pursuant to the Original Agreement and to provide for additional reservation of Potable Water and Wastewater capacity by Seacoast at updated Capacity Fees and Commodity Fees, and also included other necessary updates; and

WHEREAS, Authority provides water service to the Palm Beach Park of Commerce via two master meters depicted on attached Exhibit “1” (the “P of C Master Water Meters”) as well as associated wastewater service, all of which Authority procures from County pursuant to the First Restated Agreement, as amended; and

WHEREAS, County and Authority wish to further amend the First Restated Agreement as amended to revise the calculation of the Wastewater volume calculation applicable to wastewater service for the Palm Beach Park of Commerce due to high water usage within the Palm Beach Park of Commerce which is not returned to the County’s wastewater system for processing and treatment.

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 and are incorporated herein.
2. All capitalized terms which are not specifically defined herein shall have the meanings ascribed to them in the First Restated Agreement as amended.
3. Sections 8A and 8B of the First Restated Agreement are hereby modified to provide that the Wastewater volume calculation attributable to Authority's wastewater service provided to the Palm Beach Park of Commerce shall be 45% of the volume of Potable Water delivered through the P of C Master Water Meters. The Wastewater Commodity Fee for all other Points of Connection through which the County provides Wastewater to Authority shall remain at 79% of the volume of Potable Water delivered through each Point of Connection.
4. Except as specifically modified above, the terms and conditions of the First Restated Agreement dated April 4, 2017, as amended by the First Amendment, are hereby confirmed and remain in full force and effect.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

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

AS TO COUNTY:

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court
& Comptroller, Palm Beach County

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

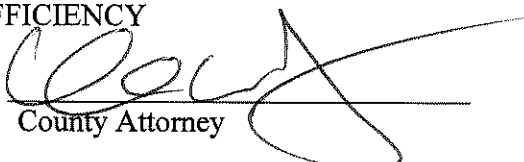
By: _____
Deputy Clerk

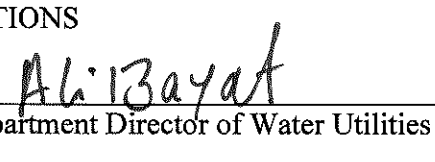
By: _____
Maria Sachs, Mayor

(SEAL)

APPROVED AS TO FORM AND TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND LEGAL
CONDITIONS

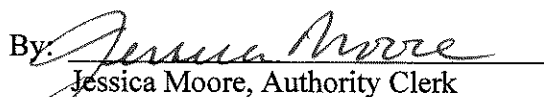
By: 
County Attorney

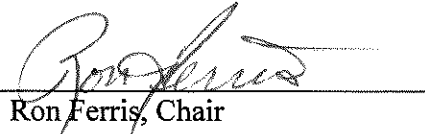
By: 
Department Director of Water Utilities

AS TO AUTHORITY:

ATTEST:

SEACOAST UTILITY AUTHORITY

By: 
Jessica Moore, Authority Clerk

By: 
Ron Ferris, Chair

APPROVED AS TO FORM AND TO LEGAL
SUFFICIENCY


By: 
Authority Attorney, Nathan E. Nason Yeager

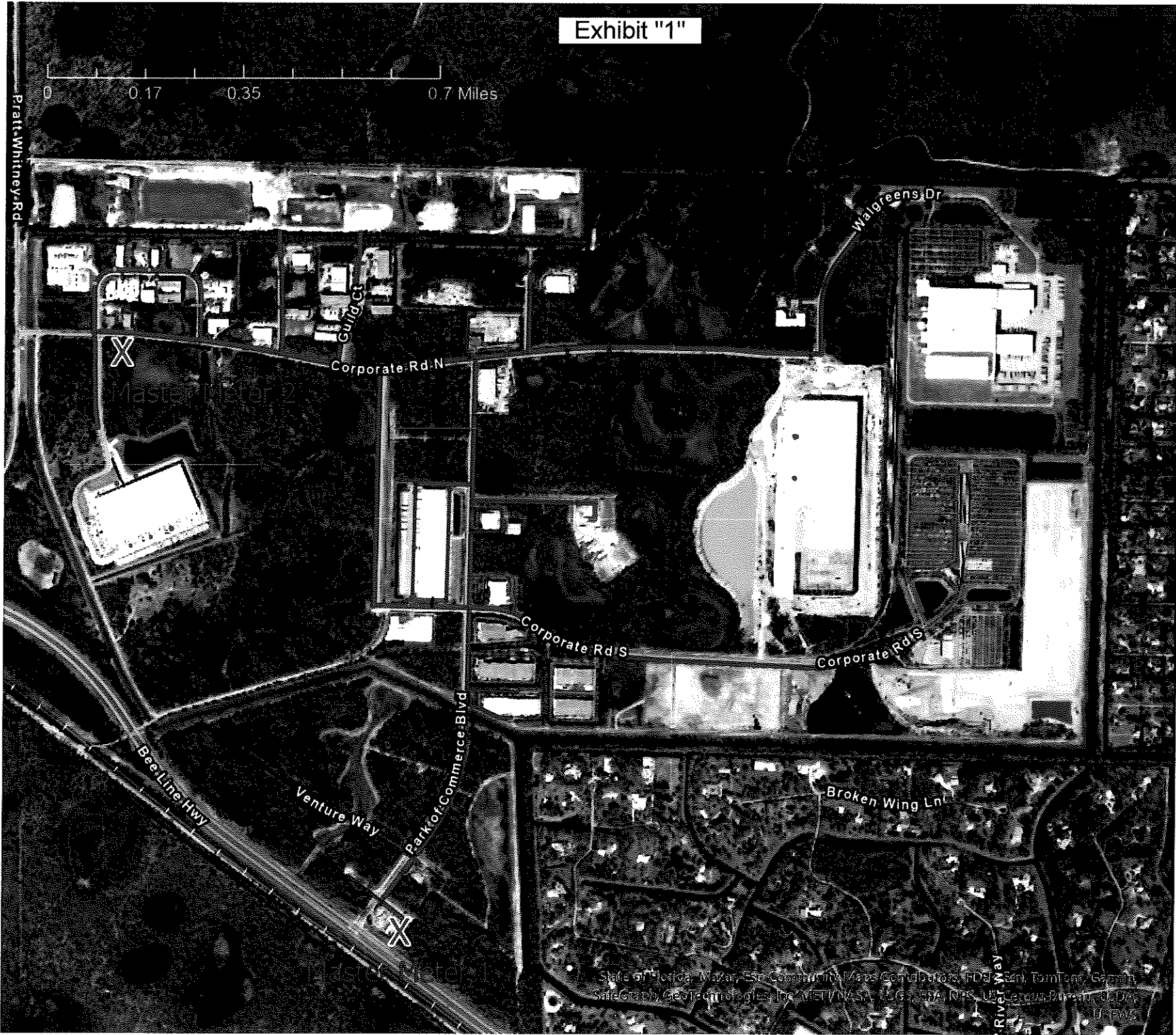


Exhibit "1"



Legend

- POC_Water_Main
- 2"
- 3"
- 4"
- 6"
- 8"
- 10"
- 12"
- 14"
- 16"
- <all other values>



State of Florida: Major Esri Contributor, Mass Contributors, HDL, Ben, Tomlin, Gannon, SafeGraph, GeoTechnologies, Inc, MIST, NASA, USGS, EPA, NPS, US Census Bureau, US DoJ, US DoE, US DoH, US DoI, US DoS, US DoT, US DoJ, US DoH, US DoI, US DoS, US DoT, US DoJ, US DoH, US DoI, US DoS, US DoT