

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 25, 2026 Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

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

Summary: The Third Amendment amends the First Restated Agreement to clarify that wastewater usage for the Palm Beach Park of Commerce (Park) shall be established by either dedicated wastewater flow meters or, if dedicated wastewater flow meters are not installed or operational, as 45% of the potable water provided to the Park through the Park master water meters. For all other wastewater points of connection, the wastewater usage shall be established by dedicated wastewater flow meters. If dedicated wastewater flow meters are non-operational, wastewater usage shall be calculated as 79% of the volume of potable water delivered through the associated point of connection. In addition, the Third Amendment provides that the additional wastewater capacity fee shall be adjusted annually, beginning October 1, 2026, by an amount equal to 75% of the Consumer Price Index. Finally, the Third Amendment amends the provisions concerning excess usage to account for the new wastewater usage calculation procedure. 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). On March 12, 2024, the BCC approved the Second Amendment to the First Restated Agreement (R2024-0311). The Third Amendment was necessary to revise the calculation of Wastewater usage for the Park and other points of connection, to provide an index for the additional wastewater capacity fee, and to modify the provisions concerning excess usage to account for the new wastewater usage calculation procedure.

Attachments:

- 1. Two (2) Third Amendment to First Restated Interlocal Agreement

Recommended By: AL 1307at 7/20/26
Department Director Date

Approved By: Pao 7/28/26
Chief Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures	0	0	0	0	0
Operating Costs	0	0	0	0	0
External Revenues	0	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	0	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

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] 12/1

III. REVIEW COMMENTS

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

[Signature] 7/21/26 OFMB [Signature] 7/22/26 Contract Development and Control 26 7.22.26

B. Legal Sufficiency:

[Signature] 7/23/26 Assistant County Attorney

C. Other Department Review:

Department Director

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

**THIRD 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 THIRD AMENDMENT (“Third Amendment”) is made and entered into this ____ day of August 25, 2026, 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, on March 12, 2024, County and Authority entered into a further amendment to the First Restated Agreement (the “Second Amendment”) (County Resolution No. 2024-0311); 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 Potable Water service to the Palm Beach Park of Commerce via two master meters depicted on Exhibit “1” to the Second Amendment (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, pursuant to the Second Amendment, County and Authority amended the First Restated Agreement to revise the calculation of Wastewater usage 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; and

WHEREAS, County and Authority wish to further amend the First Restated Agreement as amended to revise the calculation of Wastewater usage for all other Wastewater service provided by County to Authority pursuant to the First Restated Agreement as amended *except for* the Wastewater service provided to the Palm Beach Park of Commerce through the P of C Master Water Meters, in order to provide that Wastewater usage for the remainder of the Wastewater service provided by County pursuant to the First Restated Agreement as amended be based on metered sewage flow.

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.
3. Sections 8B of the First Restated Agreement, as amended, is hereby deleted in its entirety and replaced as follows:

8.B. Additional Wastewater Capacity Reservation/Service. The Authority has purchased 590,000 gallons of Additional Wastewater Capacity and may, subject to capacity availability, purchase additional increments of 50,000 gallons per day up to a total, including volumes previously purchased, not exceeding 3.0 million gallons per day of permanent Additional Wastewater Capacity in the County system. The current fee for reservation of Additional Wastewater Capacity is \$5.69 per gallon of Additional Wastewater Capacity. Beginning on October 1, 2026, the Additional Wastewater Capacity fee shall be adjusted by an amount equal to 75% of the Consumer Price Index, All Urban Consumers Water and Sewer Maintenance. Authority may deliver, and County shall accept, Wastewater at varying flow rates required by the Authority. The current Wastewater Commodity Fee for all Additional Wastewater Capacity is \$4.48 per thousand gallons delivered to the Point(s) of Connection. Wastewater usage shall be established:

1. For Palm Beach Park of Commerce:
 - (a) As measured flow through dedicated Wastewater flow meters where such meters are in place and operational and where the parties agree that said meters are to be utilized for determining usage, or
 - (b) where dedicated Wastewater flow meters are not in place and operational, as 45% of Potable Water provided to the Palm Beach Park of Commerce through the P of C Master Water Meters;

and;

2. For all other Wastewater Points of Connection, as measured flow through dedicated Wastewater flow meters. To the extent that any such Wastewater flow meter is non-operational (whether due to the meter not yet being installed, not working, or otherwise), then Wastewater usage shall be calculated as 79% of the volume of Potable Water delivered through the associated Point of Connection. In addition, as there is currently no method to measure Wastewater usage through the four (4) inch Wastewater connection valve located at Bay Hill Drive and Northlake Boulevard and used to serve the Ancient Tree development, the parties hereby agree that while said valve shall remain in place, said valve shall remain closed unless both parties agree to the opening of said valve and the method for determining wastewater usage through said valve.

Where dedicated Wastewater flow meters are used to establish Wastewater usage as a basis for billing Commodity Charges, said Wastewater meter(s) will be (or have been) installed by Authority in accordance with County's construction standards, which, upon acceptance by County, shall be thereafter owned, operated and maintained by County. The Wastewater Commodity Fee shall be increased annually by the Annual Rate Adjustment.

4. Section 9 of the First Restated Agreement is deleted in its entirety and replaced as follows:

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. Similarly, if total wastewater flow as measured and calculated in accordance with Section 8.B exceeds 1.33 times the Total Wastewater Capacity purchased by the Authority on any given day, the Authority shall pay 150 percent of the then current Wastewater Commodity Fee for all such excess use. 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 of the Total Potable Water Capacity.

5. Except as specifically modified above, the terms and conditions of the First Restated Agreement dated April 4, 2017, as amended by the First Amendment and the Second 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 Third Amendment, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Third Amendment.

AS TO COUNTY:

ATTEST:

Michael A. Caruso, Clerk of the Circuit
Court & Comptroller, Palm Beach County

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Sara Baxter, Mayor

(SEAL)

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Department Director of Water Utilities

AS TO AUTHORITY:

ATTEST:

SEACOAST UTILITY AUTHORITY

By: _____
Jessica Moore, Authority Clerk

By: _____
Robert Weisman, Chair

APPROVED AS TO FORM AND TO LEGAL
SUFFICIENCY

By: _____
Authority Attorney, Nathan E. Nason

