

**UTILITY SPECIAL DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA**

**CHAMBERS
600 West Blue Heron Boulevard
Riviera Beach, FL 33404**

**WEDNESDAY, JULY 26, 2017
6:00 PM**

NOTICE

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, OF 1990, PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PROCEEDING SHALL, CONTACT THE EXECUTIVE ASSISTANT AIDE AT 561-845-4185 NO LATER THAN 96 HOURS PRIOR TO THE PROCEEDINGS. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICES 1-800-955-8771 (TDD) OR 1-800-955-8770 (VOICE) FOR ASSISTANCE.

DISTRICT BOARD OF DIRECTORS

**KaSHAMBA MILLER-ANDERSON, BOARD
CHAIRPERSON
TONYA DAVIS JOHNSON, CHAIR PRO-TEM
(DISTRICT 2)
LYNNE L. HUBBARD, BOARD MEMBER
(DISTRICT 1)
DAWN S. PARDO, BOARD MEMBER
(DISTRICT 4)

TERENCE. D. DAVIS, BOARD MEMBER
(DISTRICT 5)
MAYOR THOMAS A MASTERS
(Ex-Officio Board Member)**

ADMINISTRATION

Jonathan E. Evans, City Manager

Troy F. Perry, Acting Executive Director of Utility Special District
Assistant Executive Director of Utility Special District
Claudene L. Anthony, CMC, District Clerk
Andrew DeGraffenreidt, District Attorney
Randy Sherman, District Finance Director

PLEASE TAKE NOTICE AND BE ADVISED that if any interested person desires to appeal any decision made by the Utility Special District Board of Directors with respect to any matter considered at this meeting, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105.

LOBBYING - ORDINANCE 4001 ADOPTED SEPTEMBER 2011

Lobbyist registration and reporting forms are available for you online and in Print. Forms can be obtained in the Office of the City Clerk and in the Council Chambers. Registration and reporting forms shall be submitted to the Office of the City Clerk.

ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM, PLEASE FILL OUT A SALMON PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL CHAMBERS AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP BY BOARD OF DIRECTORS FOR DISCUSSION. MEMBERS OF THE PUBLIC SHALL BE GIVEN A TOTAL OF THREE (3) MINUTES TO SPEAK ON ALL ITEMS LISTED ON THE CONSENT AGENDA. MEMBERS OF THE PUBLIC WILL BE GIVEN THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A COMMENT CARD AND SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.

CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

AGENDA Approval

Additions, Deletions, Substitutions

Disclosures by Board of Directors

Adoption of Agenda

Comments From the Public on Consent Agenda (Three Minute Limitation Total)

CONSENT AGENDA

ALL MATTERS LISTED UNDER THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A BOARD MEMBER SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

MINUTES

RESOLUTIONS

END OF CONSENT AGENDA

AWARDS AND PRESENTATIONS

PUBLIC HEARINGS

REGULAR AGENDA

END OF REGULAR AGENDA

COMMENTS FROM THE PUBLIC - Non Agenda Item Speakers (Three Minute Limitation) Public Comment should be restricted to issues, matters, or topics pertinent to the City of Riviera Beach. Please be reminded that the City Council has adopted Rules of Decorum Governing Public Conduct During Official Meetings, which has been posted at the entrance of the Council Chambers. In an effort to preserve order, if any of the rules are not adhered to, the District Board Chairperson may have any disruptive speaker or attendee removed from the podium from the meeting and/or the building, if necessary. Please govern yourselves accordingly.

DISCUSSION AND DELIBERATION

1. DISCUSS THE INTERLOCAL AGREEMENT WITH THE
TOWN OF MANGONIA PARK

DISCUSSION BY THE EXECUTIVE DIRECTOR OF THE UTILITY SPECIAL DISTRICT OR THE CITY MANAGER

STATEMENTS BY THE DISTRICT BOARD

ADJOURNMENT

**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: 7/26/2017

Agenda Category:

Subject: DISCUSS THE INTERLOCAL AGREEMENT WITH THE TOWN OF
MANGONIA PARK

Recommendation/Motion:

| | | |
|-------------------------|------------------|------------------------------|
| Originating Dept | UTILITY DISTRICT | Costs |
| User Dept. | Utility District | Funding Source |
| Advertised | No | Budget Account Number |
| Date | | |
| Paper | | |
| Affected Parties | Not Required | |

Background/Summary:

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

| File Name | Description | Upload Date | Type |
|---------------------------|---|-------------|------------|
| Town_of_Mangonia_Park.pdf | town of Mangonia Park Utility Service Agreement | 7/14/2017 | Cover Memo |

REVIEWERS:

| Department | Reviewer | Action | Date |
|------------|-------------|----------|---------------------|
| Utility | Perry, Troy | Approved | 7/14/2017 - 4:21 PM |

INTER-DEPARTMENTAL COMMUNICATION

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

THROUGH: JONATHAN E. EVANS, CITY MANAGER

FROM: TROY F. PERRY, ACTING EXECUTIVE DIRECTOR OF UTILITIES

DATE: JULY 14, 2017



SUBJECT: TOWN OF MANGONIA PARK UTILITY SERVICE AGREEMENT

Please be advised in 2008 the City of Riviera Beach Utility Special District entered into an intergovernmental Utility Service Agreement with the Town of Mangonia Park to provide bulk potable water service. As part of the agreement, the Town of Mangonia Park directs wastewater into the City's sanitary collection system which is transported to the East Central Regional Water Reclamation Facility (ECR) for treatment.

The Town of Mangonia Park is requesting a joint meeting to discuss the current Interlocal Agreement that is scheduled to expire in March 2018. I have attached a copy of the current agreement for your review.

Should you have any questions, please contact my office.

C: Department file

Attachment

**AGREEMENT
BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT
AND THE TOWN OF MANGONIA PARK, FLORIDA, FOR PROVISION OF
WATER SERVICE**

THIS AGREEMENT is entered into between the City of Riviera Beach Utility Special District, a Special District existing under the laws of the State of Florida, hereinafter referred to as the "District", and the Town of Mangonia Park, Florida, a Florida municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "Town".

WITNESSETH:

WHEREAS, the Town desires to enter into an intergovernmental utility service agreement with the District for the District to provide bulk potable water service to the Town's water utility system ("Water Services"); and

WHEREAS, the District desires to provide the Water Service to the Town.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the District and the Town agree as follows:

1. The foregoing statements are true and correct.
2. Agreement to Serve: Subject to all required approvals from applicable governmental authorities, the District agrees to make available to the Town utility services in accordance with the terms and conditions of this Agreement. It is agreed and understood by the District and the Town that nothing contained in this Agreement shall obligate the Town to use the District's Utility Services, and that any actual use of the District's utility services by the Town shall be on an as-needed basis when deemed necessary at the sole discretion of the Town.
3. Method of Extension and Delivery of Service: Interconnection facilities already exist connecting Town's Utility System to the District's Utility System. In the event that additional or replacement interconnection facilities are required during the term of this Agreement, the responsibility for construction and installation of such additional or replacement interconnection facilities shall be that of the Town, at the Town's cost. The term "interconnection facilities" means the water metering devices as approved by the District's engineer. The Town shall be responsible for the operation, maintenance, repair and replacement of the Town's Utility System on the Town's side of the interconnection facilities, including, but not limited to, compliance with all Public Health Department, Department of Environmental Protection and South Florida Water Management District permits, regulations, rules, orders, judgments, fines, penalties and other requirements and obligations of governmental agencies with jurisdiction over the Town's Utility System. To the extent permitted by law, the Town shall indemnify and save harmless and defend the District, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Town, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained herein shall be construed as a waiver by either party of sovereign immunity beyond the limits of section 768.28, Florida Statutes.

RECEIVED
MAR 19 2008

4. **Rate for Water Service:** The Town agrees to pay the following rate to the District for water utility service. The rate to be charged to the Town for Wastewater Service shall be \$1.63 per thousand gallons ("Rate"). The Rate shall remain in effect until September 30, 2009. Thereafter, the Rate shall be adjusted as provided in Sections 4.1, 4.2, and 4.3, below ("Adjusted Rate").

4.1 The Rate shall be automatically adjusted without further action of the Town and the District based upon the following. In the event that the District adopts an across the board percentage rate adjustment applicable to all of the retail utility customers of the District, then the Rate shall be adjusted by the same percentage adopted by the District. Prior to application of this automatic cost escalation provision, the District shall provide written notice to the Town detailing the amount of the escalation and the Adjusted Rate. The Adjusted Rate shall become effective as of the first billing cycle after the District's notice to the Town.

4.2 The District has adopted an automatic rate adjustment mechanism for its retail utility customers which is based upon the application of the Florida Public Service Commission utility price indices, as established from time to time by the Florida Public Service Commission pursuant to Florida Statute section 367.081(4)(a), as amended, to the then existing retail rates. In the event the District adjusts the retail customer rates by this automatic rate adjustment mechanism, the same adjustment shall be made automatically to the Rate. The Adjusted Rate shall be effective as of the first billing cycle after the District's notice to the Town.

4.3 The District agrees that it will not raise the Town's rates on or before September 30, 2009. Written notice contemplated above shall be given to Town thirty (30) days in advance of any rate increase.

5. **Billing:** The District shall bill The Town each month for all Utility Services provided to the Town under this Agreement, subject to the provisions of the District's rate tariff and service policies, as amended from time to time.

6. **Force Majeure:** In the event that 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, act of God or the public enemy, war, national emergency, allocation or other governmental restrictions upon the use or availability or labor or materials, rationing, civil insurrection, riot, radical or civil rights disorder or demonstration, strike embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, failure or breakdown of pumping transmission or other facilities, governmental rules or acts or orders or restrictions or regulations of requirements, acts or action of any government or public or governmental authority or commission or board or agency or agent or official officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, or decree or judgment or restraining order or injunction of any court, said party shall not be liable for such non-performance.

7. **Notice:** All notices provided for herein shall be in writing and transmitted by messenger, certified mail, or return receipt requested, and shall be mailed or delivered as follows:

As to the District:

Dr. Edward E. Sierra
Utility Director
City of Riviera Beach Utility Special District
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

With a copy to:

Pamala H. Ryan
District Attorney
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

As to Town:

Utilities Director
Town of Mangonia Park
1755 East Tiffany Drive
Mangonia Park, Florida 33407

and

Town Manager
Town of Mangonia Park
1755 East Tiffany Drive
Mangonia Park, Florida 33407

8. **Laws of Florida:** This Agreement shall be governed by the laws of the State of Florida and it shall become effective immediately upon execution by both parties hereto, subject to any approvals which must be obtained from governmental authorities, if applicable, and subject to all conditions precedent for the rendering of service as set forth in this Agreement (including the obtaining of necessary easements).

9. **Miscellaneous**

9.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

9.2 No agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties hereto.

9.3. This Agreement shall have a term of ten (10) years. The Agreement may be renewed for an additional term of ten (10) years, upon mutual agreement of the parties, at least twelve (12) months prior to the expiration of the original term. Either party may terminate this Agreement at any time if required by law, administrative order or otherwise required by a governmental agency with jurisdiction over the party. Further, either party may terminate this Agreement by providing twelve (12) months notice to the other party. Notice shall be sent as set out in section 7, above.

9.4. Whenever approvals of any nature are required by either party to this Agreement, it is agreed that same shall not be unreasonably withheld or delayed.

10. Dispute Resolution. In the event either party to this Agreement is required to enforce the terms of the Agreement, any conflict will be resolved in accordance with the procedures set forth in Chapter 164, Florida Statutes. In the event the matter is not resolved at mediation, then either party may elect to proceed to circuit court.

11. Approval. This Agreement is subject to approval and appropriate action by the governments of the Town and the District. Upon execution by the parties, the Town agrees to file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT

By: *Shelby L. Lowe*

CHAIRPERSON

THE HONORABLE SHELBY L. LOWE

ATTEST:

(SEAL)

By: *Carrie E. Ward*

CARRIE E. WARD

MASTER MUNICIPAL CLERK

DISTRICT CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Pamala H. Ryan*

PAMALA H. RYAN

DISTRICT ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

By: *Dr. Edward E. Sierra*

DR. EDWARD E. SIERRA

DISTRICT UTILITY DIRECTOR

DATE: 3/5/08

TOWN OF MANGONIA PARK, FLORIDA

By: *Mayor*

MAYOR

AUTHENTICATION:

By: *Shirley*

Town Clerk

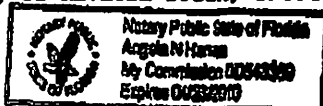
Approved as to form and legal sufficiency

By: *Lee Lettingwell*

DATE: 3.10.08

I, Lee Lettingwell do attest that this is a true and certified copy of the Town of Mangonia Park Agreement for the Provision of Water Service Between the Town of Mangonia Park and the City of Riviera Beach, dated March 19, 2008.

5



Lee Lettingwell - Town Manager
Maria A.