



AGREEMENT SUMMARY

EXHIBIT 1

1. Other Contracting Party:

PALM BEACH COUNTY

2. Proposed Action:

☒ New Contract ☐ Amendment, Number ☐ Renewal ☐ Extension

3. Document Type (select one):

Interlocal Agreement

4. Purpose/Description:

The purpose of the Interlocal Agreement is for construction, ownership, operation, and maintenance of a regional reclaimed water system between Palm Beach County and Broward County.

5. Special Provisions (select if applicable):

- | | |
|---|--|
| <input type="checkbox"/> Living Wage Program | <input type="checkbox"/> SBE Sheltered Market Program |
| <input type="checkbox"/> Workforce Investment Pilot Program | <input type="checkbox"/> M/WBE Program |
| <input type="checkbox"/> Federal DBE/ACDBE program | <input type="checkbox"/> In-Kind Match Required: \$ _____ or _____ % |
| <input type="checkbox"/> CBE Program | <input type="checkbox"/> Cash Match Required: \$ _____ or _____ % |

6.a. Effective Dates (for new agreements only):

Start : Upon Approval of Both PartiesEnd: Upon Full Project Cost Reimbursement by Palm Beach County

6.b. Effective Dates (amendments only):

- ☐ No Change
- ☐ End date has changed from _____ to _____.
- ☐ Term has from _____ to _____.

7. Contract Administrator:

Name: Gregory M. Balicki, P.E.Phone: 954-831-0745

8. Contract Type:

- | | |
|---|---|
| <input type="checkbox"/> Cost reimbursement | <input type="checkbox"/> Open-end |
| <input type="checkbox"/> Firm fixed price | <input type="checkbox"/> Time and materials |
| <input type="checkbox"/> Performance-based | <input checked="" type="checkbox"/> Other <u>INTERLOCAL AGREEMENT</u> |

9.a. Contract Value (new contracts)

☐ Actual ☒ Estimated

Base amount	\$44,000,000
Reimbursables	
Optional Services	
Total contract value	\$44,000,000

9.b. Contract Value (amendments only)

☐ No change ☐ Actual ☐ Estimated

Original approved contract value	
Approved previous adjustments	
Value of this action	
Amended total contract value	

10. Payment Method

- ☐ Lump Sum Payment
- ☐ Milestone or Progress-Based
- ☐ Scheduled or Time-Based
- ☐ Other Not-to-Exceed (Article 5.1.1)

11. Payment Terms

PER SECTION 5.3 – REIMBURSEMENT OF ACTUAL PROJECT COSTS
SECTION 6.4 – PAYMENT TERMS

12. Cost Adjustment

- | | | |
|--|---|--------------------------------------|
| <input checked="" type="checkbox"/> Not Applicable | <input type="checkbox"/> Fixed Percentage - ____% | <input type="checkbox"/> Actual Cost |
| <input type="checkbox"/> CPI or other Index | <input type="checkbox"/> Fixed Amount - \$ _____ | <input type="checkbox"/> Other: |

13. Equity Program Participation Summary

- a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A
- b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A
- c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

15. Termination and Cancellation Provisions

For Cause: 9.2: This Agreement may be terminated for cause for reasons including, but not limited to, either Party's repeated (whether negligent or intentional) failure to suitably perform their obligations; or failure to continuously perform their obligations in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. Before the Agreement may be terminated for cause, the Party alleging the underlying violation(s) must provide the other Party with notice of the alleged violation(s), proposed cure for the violations(s) and allow at least thirty (30) days from the date of notice for the other Party to correct the violation(s).

For Convenience: 9.1: The Agreement may be terminated by a mutual cancellation agreement between Palm Beach and Broward, which will be a written document

	executed with the same formality and of equal dignity herewith. Broward acknowledges that should this Agreement be terminated in accordance with this Section 9.1 prior to the full reimbursement of the Actual Project Costs, the RRWS Facilities will be declared by Broward as not needed or serving no useful purpose in connection with Broward’s operation and maintenance of its Water and Sewer Utility (as defined in the Broward Master Bond Resolution) and, if permitted under the Broward Master Bond Resolution and related documents securing Broward's bond issues, the assets will be sold to Palm Beach for \$500,000 or the difference between Actual Project Costs and the Actual Project Cost reimbursement to date, whichever is greater.
16. Deliverables, milestones or scope of this action:	
17. List terms, considerations or deviations from standard county form.	