

## NINTH AMENDMENT TO INTERLOCAL AGREEMENT

**THIS NINTH AMENDMENT TO INTERLOCAL AGREEMENT** (the “NINTH AMENDMENT”) to the above-referenced Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 effective as provided herein below, by and between CITY OF BOYNTON BEACH, FLORIDA, a municipal corporation, hereafter referred to as “BOYNTON”, and the CITY OF DELRY BEACH, FLORIDA, a municipal corporation, hereinafter referred to as “DELRAY”, pursuant to these terms and conditions:

### WITNESSETH

WHEREAS, BOYNTON and DELRAY pursuant to Section 163.01, Florida Statutes, have heretofore entered into that certain Interlocal Agreement dated the 26<sup>th</sup> day of December, 1974, establishing the South Central Regional Wastewater Treatment and Disposal Board (the “BOARD”)(ORB9139/PG379), as amended by, First Amendment dated May 27<sup>th</sup>, 1981 (ORB 9139/PG399), by Second Amendment dated September 15, 1983(ORB9139/PG402), by Third Amendment dated October 19, 1995 (ORB9139/PG376), by Fourth Amendment dated February 18, 2003(ORB15101/PG0001), by Fifth Amendment dated September 7, 2004(ORB17956/PG1362), by Sixth Amendment dated January 9, 2006 (ORB20102/PG1396), by Seventh Amendment dated November 8, 2012 (ORB25710/PG1916), and by Eighth Amendment dated August 25, 2016 (ORB 28848/ Pg 400) (“Interlocal Agreement); and

WHEREAS, the BOARD desires to follow the procedure set forth at Section 4 of the Interlocal Agreement by amending Subsection 3(D) to provide for consistency with the reclassified title of, “Director”, utilized to refer to the administrative head of the Regional Facility rather than a title of “Plant Manager”; and

WHEREAS, the BOARD desires to amend Section 5: Authority to hire and discharge Plant Manager. by changing the section title and text to provide for the reclassified title for the administrative head of the Regional Facility; and

WHEREAS, the BOARD desires to amend the section title and initial paragraph of Section 6: Duties and authority of Plant Manager. along with Subsection 10(E) to provide for consistent

reference to the reclassified title of “Director” throughout the Interlocal Agreement with the adoption of this NINTH AMENDMENT; and

NOW THEREFORE, be it agreed and resolved as follows:

That certain Interlocal Agreement, initially entered into on the 26<sup>th</sup> day of December 1974, by and between BOYNTON and DELRAY is hereby amended as follows:

1. Section 3 of the Interlocal Agreement at Subsection 3(D) is hereby amended to read as follows:

(D). An independent audit shall be made of all accounts of the Board at the end of each fiscal year and more frequently if deemed necessary by the Board. Such audit shall be made by certified public accountants experienced in governmental accounting, and who shall have no person interest, direct or indirect, in the fiscal affairs of the South Central Regional Wastewater Treatment and Disposal Board, or of any members of the Board. The condense audit shall be distributed to members of the City Councils, City Managers, City Financial Officers and any member of the public requesting same. After initial approval by the Operating Committee, an annual report of the Board business shall be made available to the public by the ~~Plant Manager~~ Director in such form as will disclose pertinent facts concerning the activities and finances of the South Central Regional Wastewater Treatment and Disposal Board.

2. Section 5. of the Interlocal Agreement, along with its section heading, shall be amended to read as follows:

Section 5: Authority to hire and discharge ~~Plant Manager~~ Director.

The Board may hire and discharge the ~~Plant Manager~~ Director by the concurring vote of the Board, as set forth in Section 3 above, provided, however, no such action to hire or discharge such ~~Plant Manager~~ Director shall be effective unless approved also by the Operating Committee referenced at Subsection 10E.

3. Section 6. of the Interlocal Agreement, along with its section heading, shall be amended at its first paragraph to read as follows:

Section 6: Duties and authority of ~~Plant Manager~~ Director.

The ~~Plant Manager~~ Director shall be the administrative head of the Regional Facility. This position shall be responsible to the Board for the proper

administration of all affairs of the Board and of the Regional Facility, subject to oversight by the Operating Committee referenced at Subsection 10E. To that end, subject to the provisions of this Interlocal Agreement, the ~~Plant Manager~~ Director shall have the power and shall be required to:...


Subsections (A)-(E) shall remain the same as previously adopted.

4. Section 10 of the Interlocal Agreement is hereby amended at Subsection 10 (E) to read as follows:

E. The Board may appoint an Operating Committee consisting of one staff member from each member City along with a ~~Plant Manager~~ Director (the "Operating Committee"). The City Manager of Boynton Beach and Delray Beach shall nominate a staff member for Board approval. The Operating Committee would agree to meet weekly or bi-weekly, at their discretion, to review and approve all financial and human resources decisions with Board Policies, review and provide input on operation and maintenance activities, and provide input on capital improvements at the regional facility. The daily operations and project management as set forth in Section 6 hereinabove would be the responsibility of the ~~Plant Manager~~ Director which responsibilities may include, but not be limited to, the following: daily plant operations; capital project implementation; oversight of Board staff; recommendations on purchases and payments to Operating Committee; and responsibility for regulatory compliance. Additional responsibilities may be delineated by the Board as recommended by the Operating Committee for this position.

5. This NINTH AMENDMENT shall become effective upon ratification by a majority vote of each City Council.
6. This NINTH AMENDMENT shall be filed with the Office of the Clerk and Comptroller of Palm Beach County, Florida.
7. The Interlocal Agreement as heretofore amended shall remain in full force and effect, altered herein only to the extent of this NINTH AMENDMENT.

RESOLVED this 27 day of January, 2025, by a \_\_\_\_\_ vote

  
Chairperson Juli Casale

ATTEST

  
Olga Insabella, Executive Assistant

The undersigned Cities of Delray Beach and Boynton Beach do hereby ratify and agree to the action Taken by the South Central Regional Wastewater Treatment and Disposal Board to amend the Interlocal Agreement in accordance with foregoing NINTH AMENDMENT to Interlocal Agreement.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

\_\_\_\_\_

\_\_\_\_\_

City Clerk


Mayor Tom Carney

Approved as to Form

Date: \_\_\_\_\_, 2025

\_\_\_\_\_

City Attorney

ATTEST:  
  
\_\_\_\_\_

City Clerk

CITY OF BOYNTON BEACH, FLORIDA

  
\_\_\_\_\_

Mayor Ty Penserga

Approved as to Form

Date: 2/19, 2025

  
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City Attorney

