

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF HOLLYWOOD

for

FEASIBILITY ANALYSIS, PRELIMINARY DESIGN, AND PERMITTING, AND  
CONSTRUCTION SCHEDULE FOR RECLAIMED WATER LINE ALONG TAFT  
STREET AS RECOMMENDED UNDER THE BROWARD COUNTYWIDE  
INTEGRATED WATER RESOURCE PLAN

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INTEGRATED WATER RESOURCE PLAN

This is an Interlocal Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF HOLLYWOOD, a municipal corporation of the State of Florida, its successors and assigns, on behalf of its Water Utility, hereinafter referred to as "CITY".

## WITNESSETH:

WHEREAS, COUNTY began a planning process, known as the Broward Countywide Integrated Water Resource Plan, in 1997 to improve coordination between all water managers in its geographical borders; and

WHEREAS, COUNTY has funds to perform feasibility and preliminary design work for recommended projects related to the implementation of the Integrated Water Resource Plan ("IWRP"); and

WHEREAS, COUNTY is desirous of entering into Interlocal agreements to encourage local water managers to pursue feasibility and preliminary design work for IWRP related projects which will improve the effective and efficient use of local water resources; and

WHEREAS, the Technical Advisory Committee and the Water Advisory Board for the Board of County Commissioners have recommended cost share funding for these IWRP recommended projects; and

WHEREAS, CITY has expressed a desire to cost share feasibility and preliminary design work pursuant to the terms and conditions hereafter set forth,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 9, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Natural Resources Planning and Management Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.6 **County Business Enterprise or "CBE"** - A small business certified as meeting the requirements of Broward County's CBE Program.
- 1.7 **Project** - The Project consists of the services described in Article 2.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 CITY shall perform all work identified in this Agreement and Exhibit "A." The Scope of Services is a description of CITY'S obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work

described that exclusion would render performance by CITY impractical, illogical, or unconscionable.

- 2.2 CITY acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.3 CITY shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. CITY agrees that if it withholds an amount as retainage from its subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY, or within thirty (30) days after the subcontractor has satisfactorily completed its work, whichever shall first occur.
- 2.4 It is understood and agreed that CITY may be required to employ a consultant to perform the services required under this Interlocal Agreement; however, COUNTY shall not be responsible for any additional costs or expenses associated with the hiring beyond those agreed to herein.

### ARTICLE 3

#### TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end twelve (12) months following final execution of the Agreement. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 All duties, obligations, and responsibilities of CITY required by this Agreement shall be completed no later than twelve (12) months following final execution of the Agreement. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 3.3 In the event services are scheduled to end due to the expiration of this Agreement, CITY agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. CITY shall be compensated for the service at the rate in effect when the extension is invoked by the COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify CITY of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

## ARTICLE 4

### COMPENSATION

- 4.1 COUNTY will pay CITY, in the manner specified in Section 4.2, up to a maximum amount of Fifty Thousand Dollars (\$50,000) which is 50% of the total estimated project cost of One Hundred Thousand Dollars (\$100,000), for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CITY as full compensation for all such work. CITY acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CITY to reimburse its expenses.

### 4.2 METHOD OF BILLING AND PAYMENT

- 4.2.1 CITY may submit an invoice for compensation on one occasion, but only after the services for which the invoice is submitted have been completed. An original invoice plus one copy must be received no later than sixty (60) days after this Interlocal Agreement expires. Invoice shall designate the nature of the services performed. CITY shall submit with the invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "F"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and suppliers listed in Item 2 of the form, explaining the good cause why payment has not been made.
- 4.2.2 COUNTY shall pay CITY within thirty (30) calendar days of receipt of CITY'S proper invoice, as required by the "Broward County Prompt Payment Ordinance" Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CITY to comply with a term, condition, or requirement of this Agreement.
- 4.2.3 CITY shall pay its subcontractors and suppliers, within fifteen (15) days following receipt of payment from COUNTY for such subcontracted work and pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from COUNTY for such subcontracted work or supplies. If CITY withholds an amount from subcontractors or suppliers as retainage, such retainage shall be released and paid within fifteen (15) days following receipt of payment of retained amounts from COUNTY. For all other subcontractors or suppliers, if CITY withholds an amount as retainage, such retainage shall be released and paid within thirty (30) days



following receipt of payment of retained amounts from COUNTY.

- 4.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.
- 4.4 Payment shall be made to CITY at:

City Treasurer, Public Works  
P.O. Box 229045  
Hollywood FL 33022-9045

#### ARTICLE 5

#### GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

#### ARTICLE 6

#### INSURANCE

- 6.1 CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

#### ARTICLE 7

#### TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the

County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, CITY'S repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, CITY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CITY, for COUNTY's right to terminate this Agreement for convenience.
- 7.5 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 9.1 of Article 9.

## ARTICLE 8

### EEO and CBE COMPLIANCE

- 8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY,

to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

- 8.2 Although no CBE goal has been set for this Agreement, COUNTY encourages SECOND PARTY to give full consideration to the use of CBE firms to perform work under this Agreement.

## ARTICLE 9

### MISCELLANEOUS

#### 9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, CITY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare



derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

## 9.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

- 9.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 9.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 9.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 9.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CITY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 7.1.

## 9.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Project. CITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a

reasonable time, and upon request to do so, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall ensure that the requirements of this Section 9.3 are included in all agreements with its subcontractor(s).

#### 9.4 TRUTH-IN-NEGOTIATION REPRESENTATION

CITY'S compensation under this Agreement is based upon representations supplied to COUNTY by CITY, and CITY certifies that the information supplied is accurate, complete, and current at the time of contracting. COUNTY shall be entitled to recover any damages it incurs to the extent such representation is untrue.

#### 9.5 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

Steve Joseph, Director  
Department of Public Utilities  
City of Hollywood  
PO Box 229045  
Hollywood, FL 33022-9045

With copy to:

Jeffery P. Sheffel, City Attorney  
2600 Hollywood Blvd. Room 407  
Hollywood, Florida 33020

#### 9.9 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, CITY shall not subcontract any portion of the work required by this Agreement, except in accordance with Subsections 2.3, 2.4, and 4.2.3. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY'S performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

#### 9.10 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY'S loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of CITY'S officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

9.6 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY'S agents any authority of any kind to bind COUNTY in any respect whatsoever.

9.7 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director, Natural Resources Planning and Management Division  
Governmental Center, Room 329-H  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

FOR CITY:

or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

#### 9.11 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 9.12 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 9.13 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

#### 9.14 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language



in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 9.15 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### 9.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

#### 9.17 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, SECOND PARTY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF EITHER PARTY MAKES A MOTION OR REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT, THE PARTY AND THAT PARTY'S ATTORNEY MAKING THE MOTION OR REQUEST SHALL PAY THE OTHER PARTY IN EQUAL AMOUNTS A REASONABLE ATTORNEY'S FEE AND COURT COSTS FOR THE OTHER PARTY CONTESTING THE MOTION OR REQUEST FOR JURY TRIAL.**

#### 9.18 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 9.19 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### 9.20 HIPAA COMPLIANCE [INTENTIONALLY DELETED]

#### 9.21 PAYABLE INTEREST

9.21.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.21.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.21.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

#### 9.22 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" and "F" are incorporated into and made a part of this Agreement.

#### 9.23 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

#### 9.24 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

#### 9.25 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

#### 9.26 FINANCIAL STATEMENTS/MANAGEMENT LETTERS

CITY shall provide two (2) copies of CITY'S audited financial statements and any management letter(s) thereby generated as it relates to funding provided under this Agreement and CITY'S response to any management letter(s). The audit of the financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year COUNTY funds are received and for each subsequent fiscal year until such time as all of the COUNTY funds are expended.

CITY shall provide to COUNTY's Contract Administrator three (3) copies of a special report showing all revenues, by source, and all expenditures as set forth in the Scope of Services for the program being funded by this Agreement. The report shall specifically disclose any funds received which were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to COUNTY.

If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with CITY'S governing body.

CITY shall submit two (2) copies of the financial statements described in the first paragraph of this section, one (1) copy of the accompanying management letter, if any, and three (3) copies of the special report described in second paragraph of this section to COUNTY's Contract Administrator within one hundred twenty (120) days after the close of CITY'S fiscal years in which CITY receives funds under this Agreement.

The due date for the special report described in the second paragraph of this may be extended upon the occurrence of COUNTY granting CITY an extension of the time in writing to provide the information.

CITY shall provide COUNTY's Contract Administrator any and all management letters arising from audited financial statements within ninety (90) days of the date of said management letter as it relates to the program described in this Agreement.

CITY shall provide to COUNTY's Contract Administrator the schedule of correction developed in response to said management letter(s) within thirty (30) days of its development.

CITY shall provide to COUNTY's Contract Administrator any compliance audits required by law within one hundred twenty (120) days after the close of each of CITY'S fiscal years in which SECOND PARTY accounts for the funds under this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and CITY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By \_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Print Name and Title above

By \_\_\_\_\_  
Michael C. Owens (Date)  
Senior Assistant County Attorney

\_\_\_\_\_  
Maite Azcoitia (Date)  
Deputy County Attorney

MCO/tlr  
07/29/14  
Hollywood IWRP ILA.docx  
#14-058.06

CAF#101  
(Rev. 04/22/14)



AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HOLLYWOOD  
FOR FEASIBILITY ANALYSIS, PRELIMINARY DESIGN, AND PERMITTING AND  
CONSTRUCTION SCHEDULE FOR RECLAIMED WATER LINE ALONG TAFT  
STREET AS RECOMMENDED UNDER THE BROWARD COUNTYWIDE  
INTEGRATED WATER RESOURCE PLAN

CITY

CITY OF HOLLYWOOD

WITNESSES:

By \_\_\_\_\_, Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR FEASIBILITY ANALYSIS, PRELIMINARY DESIGN, PERMITTING AND CONSTRUCTION SCHEDULE FOR RECLAIMED WATER LINE ALONG TAFT STREET AS RECOMMENDED UNDER THE BROWARD COUNTYWIDE INTEGRATED WATER RESOURCE PLAN

### **INTRODUCTION**

The Broward County-wide Integrated Water Resource Plan (IWRP) was developed in partnership with municipal leaders, water managers, utility directors, and other stakeholder groups representing a broad cross-section of Broward County's water resource and water supply interests. Goals of the IWRP are to optimize the beneficial uses of local water resources through more efficient management of the County's secondary canal system; to provide a strategy for effective participation in water management on a regional level; and to diversify water supplies as a drought management strategy and to meet long-term urban water needs. In January 2014, local water managers were offered an opportunity to pursue Broward County cost-share funding to finance feasibility analysis and preliminary design of projects that serve the goals of the Integrated Water Resource Plan (IWRP). Out of the five grant applications received and reviewed by the Broward County Water Advisory Board and its Technical Advisory Committee, three projects were identified that are anticipated to provide regional benefits and support of efficient water resource management and alternative water supply development. This scope of work describes one of these projects, to be conducted by the City of Hollywood.

### **PROJECT DESCRIPTION**

This project is an initiative pursued by the City of Hollywood to conduct a feasibility analysis, preliminary design, and permitting and construction schedule for approximately 2,800 linear feet of a 4 inch PVC reclaimed water supply line along Taft Street between North Park Road and the west Right-of-Way on Interstate 95 to be used for landscape irrigation at the Sheridan Station project.

#### **Project Goals and Objectives:**

The City of Hollywood operates the Southern Regional Wastewater Treatment Plant, which treats approximately 42 million gallons per day of raw wastewater from Hollywood, Hallandale Beach, Dania Beach, Pembroke Pines, and portions of unincorporated Broward County, and disposes of treated wastewater through deep well injection, beneficial reuse, and through an ocean outfall into the Atlantic Ocean. This project would expand the City's existing reclaimed water system by providing up to 100,000 gallons per day of additional reclaimed water for landscape irrigation, while

reducing discharges to ocean outfall in compliance with the State requirement that 60% of historic flows be redirected to beneficial reuse.

Additionally, this reclaimed water supply line is critical for the construction of Sheridan Station designed as a Transit Village for Broward County, which is supported by Florida Department of Transportation. The new reuse line supports the design of the Sheridan Station which has been chosen by the U.S. Green Building Council for its Leadership in Energy and Environmental Design for Neighborhood Development pilot program which is expected to serve as a model for future developments in Broward County.

**TASK 1.** Feasibility and preliminary design study of approximately 2,800 linear feet of reuse line along Taft Street.

**TASK 2.** Estimated schedule of all required permitting and construction timeline.

**Deliverable 1.** Two copies of a Final Report including feasibility and preliminary design study, electronic and GIS files, and estimated schedule of all required permitting and construction timeline.

## **BUDGET AND SCHEDULE**

The project will be funded through cost share support by Broward County and the CITY OF HOLLYWOOD in the amounts shown below. The project will be completed in twelve (12) months.

<b>Project</b>	<b>Total Project Cost</b>	<b>Broward County Funds</b>	<b>City of Hollywood Funds</b>
Cost-Share	\$100,000	Not to Exceed \$50,000	\$50,000

**EXHIBITS "B" through "E" Intentionally Deleted**

**EXHIBIT "F"**

**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

RLI/Bid/Contract No. \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 4.2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or  
Supplier's name  
and address

Date of disputed  
invoice

Amount in  
dispute

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)



CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

(Continued)

STATE OF                    )  
                                  ) SS.  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)  
**typed, printed, or stamped**

\_\_\_\_\_  
(Title or rank)

My commission expires:

\_\_\_\_\_  
(Serial number, if any)