

## **RESOLUTION NO. 25-42**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF A WATER AND SEWER DEVELOPER'S AGREEMENT WITH THE SCHOOL BOARD OF BROWARD COUNTY, FOR THEIR EXISTING BUILDINGS FIRE PROTECTION WATER SERVICE LINE PROJECT, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; AUTHORIZING AND DIRECTING THE APPROPRIATE CITY OFFICIALS TO TAKE ANY AND ALL ACTIONS NECESSARY TO EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City of Cooper City ("City") is owner of the Utility system and provides water distribution and sewage collection services ("SERVICES"); and

**WHEREAS,** The School Board of Broward County, ("DEVELOPER") have real property in the City of Cooper City, as described in Exhibit "A" attached hereto and incorporated herein by reference; and

**WHEREAS,** the 'Developer' have requested that the "City" provide their property with water services; and

**WHEREAS,** there is sufficient capacity in the "City's" Utility system to provide water and sewer services to this property; and

**WHEREAS,** Section 19-107 of the City Code requires the "Developer" to execute a Water and Sewer Developer's Agreement, attached hereto as Exhibit A, to the City before the "SERVICES" could be provided; and

**WHEREAS**, Pursuant to Florida Statue Sec. 1013.371, all public educational and ancillary plants constructed by a board are exempt from all Municipal Contribution, impact or service availability fees; and

**WHEREAS**, The Broward County School Board is required to pay for any fire line water usage; and

**WHEREAS**, the City Manager recommends approval of Water and Sewer Developer's Agreement with The School Board of Broward County, at Cooper City High School for their existing buildings fire protection water service line; and

**WHEREAS**, the City Commission finds that approving and authorizing the aforementioned Water and Sewer Developer's Agreement are in the best interests of the citizens and residents of the City of Cooper City

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COOPER CITY, FLORIDA:**

**Section 1: Recitals Adopted.** That each of the above recitals is hereby adopted and confirmed. All exhibits attached hereto and incorporated herein and made a part hereof.

**Section 2:** That the City Commission hereby approves and authorizes the Water and Sewer Developer's Agreement with The Broward County School Board, for their existing buildings fire protection water service line project, attached hereto as Exhibit "A" and made a part hereof by this reference.

**Section 3:** That the appropriate City officials are hereby authorized and directed to take any and all actions necessary to effectuate the intent of this Resolution.

**Section 4: Conflicts.** All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

**Section 5: Severability.** If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

**Section 6: Effective Date.** This Resolution shall become effective upon its passage and adoption by the City Commission.

**REMAINDER ON PAGE INTENTIONALLY LEFT BLANK**

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
JAMES CURRAN  
Mayor

\_\_\_\_\_  
ALEX REY  
City Manager

ATTEST:

\_\_\_\_\_  
TEDRA ALLEN  
City Clerk

ROLL CALL

Mayor Curran \_\_\_\_\_  
Commissioner Shrouder \_\_\_\_\_  
Commissioner Katzman \_\_\_\_\_  
Commissioner Mallozzi \_\_\_\_\_  
Commissioner Smith \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
JACOB G. HOROWITZ  
City Attorney



EXHIBIT A

**The CITY OF COOPER CITY**  
**WATER AND SEWER AGREEMENT**

**FOR:** Cooper City High School  
(NAME OF GOVERNMENT FACILITY)

**GENERAL LOCATION:** 9401 Stirling Rd, Cooper City, Florida 33328

THIS WATER AND SEWER AGREEMENT ("Agreement"), made and entered into by and between:

THE CITY OF COOPER CITY, a municipal corporation of  
The State of Florida, hereinafter called "**CITY**"

and

THE SCHOOL BOARD OF BROWARD COUNTY,  
FLORIDA, a political subdivision of The State of Florida,  
hereinafter called "**SCHOOL BOARD**",

**THIS AGREEMENT**, made and entered into, this 17th day of June, 2025 by and between **The City of Cooper City**, a municipal corporation of the State of Florida, hereinafter designated as the "**CITY**", and **The School Board of Broward County, Florida**, a political subdivision of the State of Florida, hereinafter designated as "**SCHOOL BOARD**".

**W I T N E S S E T H:**

**WHEREAS**, the **SCHOOL BOARD** desires water or sewer or both services to be rendered to public property owned by the **SCHOOL BOARD**, and

**WHEREAS**, the **CITY** operates the water and sewage systems within the **CITY** boundaries.

**NOW, THEREFORE**, in consideration of the mutual covenants entered into between the parties hereto to be made and performed and in consideration of the benefits to accrue to each of the respective parties and to the benefit of the public, it is covenanted and agreed to as follows:

1. **SCHOOL BOARD'S PROPERTY.** The **SCHOOL BOARD** owns a certain tract of land in the City of Cooper City, Florida, which is legally described in **Exhibit "A"** attached hereto and made a part hereof, hereinafter described as the "**PROPERTY.**" The **SCHOOL BOARD** has requested that the **CITY** render water and or sewer service to the **PROPERTY** and the **CITY** agrees to do so subject to the terms, covenants and conditions contained herein.

2. **WAIVER.** No delay or failure to exercise a right under this Agreement or any other Agreement shall impair or shall be construed to be a waiver thereof. No waiver or indulgence of any breach of this Agreement or series of breaches shall be deemed or construed as a waiver of any other breach of same or as voiding or altering any other obligation of the parties under this Agreement or any other Agreement. No order or directive given by the **CITY** or its agents shall be considered as waiving any portion of this Agreement unless done in writing by a person having actual authority to grant such waiver.

3. **SCHOOL BOARD ACKNOWLEDGMENT.** The **SCHOOL BOARD** hereby acknowledges and agrees that any right to connect the **PROPERTY** to the **CITY'S** water and sewer system is subject to the terms, covenants and conditions set forth in, any and all current, subsequent or future agreements, court orders, judgments, consent orders, consent decrees and the like entered into between the **CITY** and the United States, State of Florida, and/or any other governmental entity, and all other applicable current, subsequent or future enforcement and regulatory rules, actions and proceedings.

4. **PROVISION OF SERVICE AND CONSTRUCTION CHARGES.** The **CITY** will provide an adequate (domestic [ ] commercial [ x] industrial [ ] ) water supply for the **PROPERTY** and will receive and dispose of sanitary sewage from the **PROPERTY** as provided herein. The **SCHOOL BOARD** shall not be required to pay a Construction Charge for the privilege of connecting to the subportion of the **CITY'S** water and sewer system designated in the copy of the final approved site plan attached hereto as Exhibit "C" (the "Subportion"). The **SCHOOL BOARD** shall be responsible for its proportionate share of costs associated with future infrastructure improvements necessary to continue providing service to the **PROPERTY** pursuant to this Agreement.

5. **OTHER USES ON THE PROPERTY.** If the **SCHOOL BOARD** constructs buildings other than those outlined in **Exhibit "D"** attached, or otherwise changes the use of structures built at the **PROPERTY**, the **CITY** shall determine if additional capacity is needed, as calculated using **Exhibit "D"** attached hereto. If requested by the **CITY**, the **SCHOOL BOARD** shall provide the **CITY** a list of all tenants and building units and/or use prior to the installation of any water meters by the **CITY** for the **PROPERTY**. The **CITY** may require **SCHOOL BOARD** to make certain modifications to **CITY'S** water and

sewer systems in order to alleviate the burden that providing service to the **PROPERTY** has on the systems. The required modifications are set forth in **Exhibit "E"** and shall be performed by **SCHOOL BOARD** at **SCHOOL BOARD's** sole cost and expense. The **SCHOOL BOARD** will not receive a Certificate of Occupancy prior to the completion of the required modifications.

6. **DESIGN AND CONSTRUCTION OF FACILITIES.** The **SCHOOL BOARD** at its own cost and expense shall cause to be designed, constructed and installed all of the necessary water and/or sewer facilities provided for in this Agreement unless otherwise specified. The facilities shall include any and all water mains, valves, fittings, fire hydrants, firelines, service connections, service lines, shutoffs, meter boxes, air release valves, gravity sewer mains, laterals, manholes, and all appurtenances thereto for a complete installation. The final design and construction of the facilities shall be subject to approval by the **CITY** and require an engineering permit from the Office of the City Engineer.

7. **INSPECTION.** **SCHOOL BOARD** shall, at its sole cost and expense, retain the services of a licensed engineer for the purpose of providing necessary inspection and supervision of the work performed to ensure compliance with accepted engineering practices as well as with the approved plans and specifications. **SCHOOL BOARD** shall notify the **CITY** in writing within five (5) business days of such an engagement. A copy of each field report shall be submitted to the **CITY** by the engineer. The **CITY** shall retain the right, but not be obligated, to make engineering inspections of all the construction work performed by the **SCHOOL BOARD** under the terms of this Agreement including private facilities not to be conveyed to the **CITY**. Such inspections shall not be construed



to constitute any representation or guarantee on the part of the **CITY** as to the quality and condition of materials and workmanship. Any inspections by the **CITY** shall not relieve the **SCHOOL BOARD** of any responsibility for proper construction of said facilities in accordance with approved plans and specifications. Furthermore, any inspections by the **CITY** shall not relieve the **SCHOOL BOARD** of responsibility for the quality and condition of materials and workmanship.

8. **TESTS.** During construction and at the time when various tests are required, the **CITY'S** engineer or its authorized representative, together with the **SCHOOL BOARD** engineer and contractor, shall jointly be present to witness tests for determination of conformance with approved plans and specifications. The **DEVELOPER** shall notify the **CITY** a minimum of twenty-four (24) hours in advance of the tests. Copies of test results shall be furnished to the **CITY** upon the completion of each test.

9. **CONSTRUCTION MEETINGS.** **SCHOOL BOARD** shall arrange for a pre-construction meeting with the **CITY** prior to the commencement of each phase of construction. Notification for each meeting shall be made in writing and must be received by all parties at least seventy-two (72) hours in advance of the proposed meeting. The meeting shall be held at least twenty-four (24) hours prior to the commencement of each phase of construction. The **CITY** reserves the right to schedule construction meetings with the **SCHOOL BOARD's** representatives (Engineer, Project Manager, Construction Superintendent and others) at a place designated by the **CITY** with respect to project-related matters upon twenty-four (24) hours' notice.

10. **SUBCONTRACTORS AND CONSULTANTS.** The **CITY** reserves the right, at any time, to bar any subcontractor or consultant employed by the **SCHOOL**

**BOARD** from engaging in any sort of work or activity related to this Agreement, if such be in the interests of the **CITY**. In the event the **CITY** rejects any subcontractor or consultant, said subcontractor or consultant will immediately cease work on anything related to this Agreement. The **SCHOOL BOARD** shall not be entitled to compensation for any monies previously paid to any subcontractor or consultant if said subcontractor or consultant is rejected by the **CITY**.

11. **COMPLIANCE WITH ALL LAWS.** The **SCHOOL BOARD**, at its own cost and expense, shall comply with all applicable laws, statutes, rules, and ordinances in carrying out the activities contemplated herein.

12. **APPROVALS AND PERMITS.** The **SCHOOL BOARD's** contractor shall be fully responsible to obtain all required approvals from all appropriate governmental and regulatory agencies and all necessary permits for all facilities contemplated in this Agreement. Notwithstanding anything else contained herein to the contrary, this Agreement shall not constitute or be interpreted as a waiver of any requirements of any other applicable agency of Broward County and/or any applicable requirements of the Code of the City of Cooper City or of the Code of Broward County. The **SCHOOL BOARD** is responsible for obtaining all permits as may be required for the work contemplated herein. The **SCHOOL BOARD's** contract with its contractor shall include the requirements of this section of this Water and Sewer Agreement. The **CITY** shall be provided a copy of the **SCHOOL BOARD's** contract with its contractor prior to the commencement of the work that is the subject of this Agreement.

13. **CITY AS PERMITTEE.** Certain federal, state, and county agencies, including but not limited to the State of Florida Department of Transportation, the South

Florida Water Management District, the Central Broward Water Control District, the U.S. Army Corps of Engineers and Florida railway entities may require that the **CITY** be named as permittee for certain construction activities even though the **SCHOOL BOARD's** contractor will actually perform the work. To ensure that the **CITY** will incur no costs or liability as a result of being named permittee on such permits, the **SCHOOL BOARD's** contractor shall provide sufficient security as acceptable to the **CITY** which shall indemnify and protect the **CITY** from all claims, actions, judgments, liability, loss, cost and expense, including reasonable attorney's fees, related to work performed by the **SCHOOL BOARD** pursuant to such permits. The security shall be furnished prior to the start of construction and shall be in an amount equal to the **CITY'S** cost estimate for the permit work. The **SCHOOL BOARD's** contractor shall have sixty (60) calendar days to resolve any claims by a permittor. Otherwise, the **CITY** shall be entitled to pay said claims from the security. The **SCHOOL BOARD's** contractor shall be liable for all costs in excess of the security. The **SCHOOL BOARD's** contract with its contractor shall include the requirements of this section of this Water and Sewer Agreement. The **CITY** shall be provided a copy of the **SCHOOL BOARD's** contract with its contractor prior to the commencement of the work that is the subject of this Agreement.

14. **OWNERSHIP OF WATER METER.** The **CITY** shall own and install the required water meter as a part of any water service installation. Ownership by the **CITY** shall terminate at the outlet side of each water meter. The **SCHOOL BOARD's** contractor shall pay all applicable installation charges. The **SCHOOL BOARD's** contract with its contractor shall include the requirements of this section of this Water and Sewer



Agreement. The **CITY** shall be provided a copy of the **SCHOOL BOARD's** contract with its contractor prior to the commencement of the work that is the subject of this Agreement.

15. **TREATMENT AND TRANSMISSION CAPACITY.** In addition to the covenants and conditions set forth herein, water and sewer service to be rendered by the **CITY** is subject to the following:

- a. issuance of a valid operation permit by the State of Florida for the **CITY'S** sewage treatment facility serving the **PROPERTY** which allows additional connections,
- b. sufficient available capacity in the **CITY'S** sewage system and connection approval,
- c. available water by the **CITY**.

However, in no event will the **CITY** be obligated to supply any more water or sewage treatment capacity in any one year than is called for by the building connection schedule attached as **Exhibit "D"**. Any variation from said connection schedule which results in increased yearly demand on the water resources or sewage treatment facility capacity of the **CITY** not specifically provided for in **Exhibit "D"** shall be subject to the written approval and consent of the **CITY** and shall be dependent on the availability of the water resource and the various restrictions placed on the supply of water or the disposal of sewage by local, state and federal government agencies and the physical limitations on the **CITY'S** supply and treatment capacity. If the **SCHOOL BOARD** does not utilize the yearly amount of water or sewage treatment facility allocation projected in **Exhibit "D"**, said amount will be available to the **SCHOOL BOARD** in the next calendar year subject to the limitations and provisions specified herein.



16. **ALLOCATION OF CAPACITY.** The **CITY** agrees to include the aforesaid allocation in its regional water supply, production and transmission facilities and regional sanitary sewer system, once the **SCHOOL BOARD** is granted necessary sewer allocation. However, it is mutually agreed and understood by the **CITY** and the **SCHOOL BOARD** that the allocation of capacity by the **CITY** does not guarantee the ability of the **CITY** to supply water for the **PROPERTY** or the ability to receive and dispose of sewage originating from the **PROPERTY**. Capacity allocation is subject to local, state and federal agencies and other regulatory bodies having jurisdiction. In connection therewith, the **SCHOOL BOARD** agrees that the **CITY** shall not be liable or in any way responsible for any costs, claims or losses incurred by the **SCHOOL BOARD** as a result of actions by regulatory bodies, which are related to capacity allocation.

17. **FACILITIES EASEMENTS.** If the facilities contemplated herein or any portion thereof are installed within private property outside of public right-of-way, the facilities shall be installed in the center of a twelve (12) foot wide easement for water facilities and fifteen (15) foot wide easement for sewer facilities. Both require a twenty-five (25) foot minimum vertical clearance above the finished grade. The **CITY** shall have twenty-four (24) hour access to the easement for emergency purposes. If the facilities are not located in platted easements, then easements shall be granted to the **CITY** by the **SCHOOL BOARD** prior to the **CITY'S** installation of a water meter and/or the rendition of sewer service to the **PROPERTY**. The **SCHOOL BOARD** may not place any structures in an easement area which would prevent the **CITY**, at its sole discretion, from making full use of the easement, and the **SCHOOL BOARD** shall remove same, at the **SCHOOL BOARD** cost, at the direction of the **CITY**. The **SCHOOL BOARD** may place structures in the

easement area if such structures may be removed, with minimal effort by the **CITY**. In the event that such structures need to be removed in order for the **CITY** to make use of the easement; the **SCHOOL BOARD** hereby recognizes that **SCHOOL BOARD** has placed such structures in the easement area at **SCHOOL BOARD's** own risk, and that the **CITY** shall not be liable for any costs incurred by the **SCHOOL BOARD** in replacing any such structures removed by the **CITY**.

18. **CONVEYANCE OF TITLE.** Conveyance of all easements shall be by separate instruments in recordable form as approved by the **CITY** and shall be accompanied by a written opinion of title by an attorney licensed to practice law in the State of Florida, which states that the **SCHOOL BOARD** is the owner of the property interest to be conveyed, subject only to liens, encumbrances and restrictions as are acceptable to the **CITY**. The opinion shall also state that upon execution by the **SCHOOL BOARD**, a valid and enforceable easement will be vested to the **CITY**. The **SCHOOL BOARD** shall pay for all applicable recording fees and for all applicable documentary stamps. The details for all conveyances are specified herein. Failure of the **SCHOOL BOARD** to provide proper conveyances shall be cause for the **CITY** to refuse to render service to the **PROPERTY**.

19. **DRAWINGS AND CONVEYANCE DOCUMENTS.** Following completion of the water and/or sewer facilities contemplated herein for **CITY** ownership, the **CITY** shall provide conveyance documents, which may include bills of sale, releases of lien and grants of easement for execution by the **SCHOOL BOARD**. The properly executed documents shall be delivered to and accepted by the **CITY** prior to the rendition of water and/or sewer service by the **CITY**. The **SCHOOL BOARD** shall pay for all applicable

recording fees and for all applicable documentary stamps. These conveyances shall be accompanied by copies of paid bills and/or lien waivers, releases, or satisfactions from all persons who performed work on the **PROPERTY** or on the water and/or sewer facilities and all persons who incorporate materials into the **PROPERTY** or into the water and/or sewer facilities, together with a breakdown of the actual cost of said facilities. Concurrently, the **SCHOOL BOARD** shall furnish the **CITY** with one (1) set of mylar as-built drawings showing specific locations and depths among other things, of all facilities as located by a licensed surveyor, along with four (4) prints of the as-built drawings which have been sealed by a surveyor and certified by the engineer of record. An additional copy of As-Built drawings shall be provided in an electronic format compatible with the C.A.D. format. Approval by the **CITY** of all required conveyance documents, drawings and survey specified herein shall constitute final acceptance by the **CITY** of said facilities. After final acceptance, the facilities shall remain at all times the sole, complete, and exclusive property of the **CITY** and under the exclusive control and operation of the **CITY**.

20. **WARRANTY AND MAINTENANCE BOND.** The **SCHOOL BOARD** warrants that the water and sewer facilities to be owned by the **CITY** shall be free from defects in materials and workmanship for a period of one (1) year from final acceptance by the **CITY**. At the time of execution of this Agreement, **SCHOOL BOARD's contractor** shall deliver to the **CITY** a performance bond or other security in a form acceptable to the City Attorney in an amount equal to one hundred ten percent (110%) of the estimated cost of construction as approved by the **CITY**. Upon completion of construction and simultaneously with the transfer of the water and/or sewer facilities to the **CITY**, the Bond shall be reduced to twenty-five percent (25%) of the certified completed cost of the water and/or sewer facilities. The



remaining Bond shall be held for an initial one (1) year period and shall act as a maintenance bond, which shall guarantee the warranty. Release of the remaining Bond shall be contingent upon the satisfactory inspection of all improvements, and the approval of the City Commission. If it becomes necessary to repair and/or replace any part of the facilities during the initial one (1) year period, then the warranty as to those items repaired and/or replaced shall continue to remain in effect for an additional period of one (1) year from the date of final acceptance by the **CITY** of those repairs and/or replacements. The bonds shall have as the surety thereon only such surety company as is acceptable to the **CITY** and which is authorized to write bonds of such character and amount under the laws of the State of Florida. The **SCHOOL BOARD's** contract with its contractor shall include the requirements of this section of this Water and Sewer Agreement. The **CITY** shall be provided a copy of the **SCHOOL BOARD's** contract with its contractor prior to the commencement of the work that is the subject of this Agreement.

21. **CONDITION OF AGREEMENT.** Both the **SCHOOL BOARD** and the **CITY** recognize that time is of the essence and that this Agreement shall be deemed null and void and unenforceable if the **SCHOOL BOARD** fails to comply with any of the following conditions, where applicable:

- a. After execution of this Agreement, work on the water and/or sewer facilities shall commence within one hundred eighty (180) calendar days from the execution date. Work shall be considered to have commenced and be in active progress when engineering drawings are submitted to the **CITY** for review and approval, and, upon the **CITY'S** issuance of said approval, a full complement of workmen and equipment is present at the site to diligently

incorporate materials and equipment into the construction of the water and/or sewer facilities throughout the day on each full working day, weather permitting.

- b. Once the **SCHOOL BOARD's contractor** commences work on the water and/or sewer facilities, said work cannot be suspended, abandoned, or not in active progress for a period exceeding one hundred eighty (180) days. The **SCHOOL BOARD's** contract with its contractor shall include the requirements of this section of this Water and Sewer Agreement. The **CITY** shall be provided a copy of the **SCHOOL BOARD's** contract with its contractor prior to the commencement of the work that is the subject of this Agreement.
- c. The remedies specified herein are cumulative with and supplemental to any other rights which the **CITY** may have pursuant to the law or any other provision of this Agreement.

22. **INDEMNIFICATION; INSURANCE.**

(a) The parties agree that the provisions of Section 725.06(2), Florida Statutes, are applicable to work performed by or through **SCHOOL BOARD** pursuant to this Agreement and **SCHOOL BOARD** shall defend, indemnify, and hold **CITY** harmless solely to the fullest extent allowed by said statute, as applicable.

(b) The **SCHOOL BOARD's contractor** shall have in place and shall maintain through that portion of the duration of this Agreement during which **SCHOOL BOARD's contractor** is to construct water and sewer facilities and for one (1) year thereafter, liability insurance, issued by a company authorized to do business in the State of Florida,

and of a type that will protect **SCHOOL BOARD** and the **CITY**, which shall be added as an additional insured, from any acts of **SCHOOL BOARD** or its contractor in connection with the performance of the construction of any water and sewer facilities which **SCHOOL BOARD's** contractor is required to provide pursuant to this Agreement, resulting in any claims against the **CITY** or **SCHOOL BOARD** or both. The minimum amount of insurance coverage to be maintained shall be as follows:

GENERAL LIABILITY	PER OCCURRENCE	AGGREGATE
Comprehensive, including	\$1,000,000	\$2,000,000
Premises-Operations		
Contractual Liability		
Personal Injury		
Explosion and Collapse		
Underground Hazard		
Products/Completed Operations		
Broad Form Property Damage		
Independent Contractors		
Cross Liability and Severability of Interest Clause		

AUTOMOBILE LIABILITY	PER PERSON	PER OCCURRENCE
Comprehensive, including	\$500,000	\$1,000,000
Owned		
Hired		
Non-Owned		

PROFESSIONAL LIABILITY      \$1,000,000

WORKERS' COMPENSATION      Statutory Amount

A certificate of insurance showing the required coverage and showing the **CITY** as an additional insured shall be provided to **CITY** prior to commencement of any work in accordance with this Agreement. The certificate shall also provide for at least thirty (30) days written notice to **CITY** of any cancellation or change to the policy. The **SCHOOL BOARD's** contract with its contractor shall include the requirements of this section of this Water and Sewer Agreement. The **CITY** shall be provided a copy of the **SCHOOL BOARD's** contract with its contractor prior to the commencement of the work that is the subject of this Agreement.

23. **FORCE MAJEURE.** Should either party be prevented from performing any obligations herein, including but not limited to water and/or sewer service, due to or resulting from a force majeure or inevitable accident or occurrence, such party shall be excused from performance for the duration of such event of force majeure or the inevitable accident or occurrence. As used herein, force majeure shall mean an act of God which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by either party and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockades, acts of public enemies, insurrections, riots, federal, state, county and local governmental restraints and



restrictions, military action, civil disturbances, explosions, conditions in federal, state, county and local permits, bid protests, manufacturing and delivery delays, unknown or unanticipated soil, water or ground conditions and cave-ins, or otherwise, and other causes reasonably beyond the control of either party, whether or not specifically enumerated herein.

24. **USE OF FACILITIES BY CITY.** The **CITY** reserves the right to make full use of the water and/or sewer facilities to be owned by the **CITY** as contemplated herein to serve other customers at any time.

25. **OPINION OF TITLE.** With the execution of this Agreement, the **SCHOOL BOARD** at its own expense shall deliver to the **CITY** an opinion of title for the **PROPERTY**, issued by a qualified attorney licensed to practice law in the State of Florida, which states that the **SCHOOL BOARD** owns fee simple title to the property referred to herein.

26. **ASSIGNMENT OF AGREEMENT.** The terms of this Agreement shall run with the **PROPERTY** and be binding on the **SCHOOL BOARD**, its successors, assigns and all other subsequent owners of the **PROPERTY**. No right to any water supply and sewage disposal service commitment provided for in this Agreement shall be transferred, assigned or otherwise conveyed to any other party without the express written consent of the Utilities Director of the **CITY** or his designee except as noted below. The consent of the **CITY** shall not be required in connection with the sale, lease or other conveyance of the **PROPERTY** or any residential units or commercial establishments to any party who will be the ultimate user of the **PROPERTY**, including but not limited to a bona fide purchaser, lessee, resident or occupant. The intent of this paragraph is to require consent



of the **CITY** for assignments or transfers of any water and sewage disposal capacity allocation to any party who holds such **PROPERTY** as an investment for resale or who intends to develop for sale a portion of the **PROPERTY**, so that the **CITY** may adequately determine the demand for water and sewage disposal capacity and plan for the fair and equitable allocation of water and sewage disposal capacity among the residents of the **CITY**. Consent, when required, shall not unreasonably be withheld by the **CITY**. If the **PROPERTY** is transferred or conveyed, the **SCHOOL BOARD** shall remain liable to the **CITY** for all sums of money and all obligations due hereunder unless released in writing by the **CITY**.

27. **EXCLUSIVE RIGHTS OF CITY.** **CITY** shall have the exclusive right to furnish water service and sewage collection service to consumers within the **PROPERTY** covered by this Agreement.

28. **WELLS PROHIBITED EXCEPT FOR IRRIGATION.** **SCHOOL BOARD**, its successors and assigns, and the owners and occupants of buildings on the **PROPERTY** shall not install or maintain any water wells except for irrigation purposes. These wells shall not be connected to any potable water system.

29. **PROMULGATION OF REASONABLE RULES OF SERVICES.** The **CITY** shall have the right to promulgate from time-to-time reasonable rules and regulations relating to the furnishing of water service and sewage collection service to consumers within the **PROPERTY** encompassed by this Agreement. Such rules and regulations may relate to, but are not limited to, water conservation programs, and the right to discontinue services under certain conditions.

30. **CITY NOT LIABLE FOR SCHOOL BOARD OR CONSUMER'S PROPERTY.**

The **CITY** shall not be liable or responsible for maintenance or operation of any pipes, pipelines, valves, fixtures or equipment on any of the properties of the **SCHOOL BOARD**, customers, consumers, or users on the **PROPERTY** other than the water service lines and sewage collection system within easements granted to **CITY** pursuant to this Agreement.

31. **EFFECTIVE DATE.** Unless otherwise specified in this Agreement, this Agreement shall not be binding until fully executed, but once executed, it shall have a retroactive effect commencing from the date of the City Commission Meeting at which it was approved, and shall remain in full force and effect for the duration of the period of time for which **CITY** water and/or sewer service is available or is provided to the **PROPERTY**.

32. **OVER-SIZE METERS ON SINGLE FAMILY HOMES.** It is assumed that a single-family home on the **PROPERTY** will be serviced by a 5/8 inch water meter. If a larger water meter is needed, then **CITY** will be paid by **SCHOOL BOARD's** contractor, Assignee, or Homeowner the additional ERC's at the rate prevailing at the time of the application for the larger meter. The **SCHOOL BOARD's** contract with its contractor shall include the requirements of this section of this Water and Sewer Agreement. The **CITY** shall be provided a copy of the **SCHOOL BOARD's** contract with its contractor prior to the commencement of the work that is the subject of this Agreement.

33. **SYSTEM ON CONSUMER'S PROPERTY TO BE KEPT IN GOOD WORKING CONDITION.** Each consumer of water service or sewage collection service on the **PROPERTY** shall keep all water pipes, service lines, connections and necessary fixtures and equipment on the premises occupied by said consumer, and within the interior lines of the lot occupied by the consumer in good order and condition. The sale of water by **CITY**

to the consumer shall occur at the consumer's side of the entire meter installation, but the obligation for the maintenance of the lines shall be as set forth above and in applicable **CITY** regulations.

34. **CONDITIONS ON FIRE HYDRANT USE.** No water from **CITY'S** water distribution system shall be used or disbursed by **SCHOOL BOARD** or his agents, through fire hydrants or water mains, or by any person, firm, corporation or agency, public or private, unless there has first been made adequate provisions for compensating **CITY** for such water, as provided for within **CITY'S** Utility Ordinance and implementing **CITY** resolutions.

35. **ENTIRE AGREEMENT.** This Agreement supersedes all previous agreements and representations, whether oral or written, between the **SCHOOL BOARD** and the **CITY** and made with respect to the matters contained herein and when duly executed constitutes the complete Agreement between the **SCHOOL BOARD** and the **CITY**.

36. **NOTICE.** All notices given pursuant to this Agreement shall be mailed by United States Postal Service registered or certified mail to the parties at the addresses specified below addresses otherwise properly furnished.

**CITY**

City Manager

9090 S.W. 50th Place

Cooper City, Florida 33328

**SCHOOL BOARD**

Superintendent of Schools

600 SE 3<sup>rd</sup> Ave – 10<sup>th</sup> Floor

Fort Lauderdale, FL 33301

37. **RECORDING OF AGREEMENT.** This Agreement is being recorded in the public records of Broward County, Florida, for the particular purpose of placing all owners

and occupants, their successors and assigns, upon notice of the provisions herein contained. The **SCHOOL BOARD** shall pay all recording fees.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed on the day and year indicated below:

**FOR CITY:**

Signed, sealed and delivered  
in the presence of:

**THE CITY OF COOPER CITY**

\_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
CITY CLERK

DATE: \_\_\_\_\_

Approved as to form and legal sufficiency for the use and reliance of the CITY only:

\_\_\_\_\_  
CITY ATTORNEY

**FOR SCHOOL BOARD:**

(Corporate Seal)

**THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA**

ATTEST:

By: Debra Hixon  
Debra Hixon, Chair

Date: 6/17/2025

Dr. Howard Hepburn  
Dr. Howard Hepburn,  
Superintendent of Schools

Approved as to Form and Legal  
Content:

M. Corney  
Office of the General Counsel



## EXHIBITS

The following exhibits are attached, as part of this Agreement and are incorporated into this Agreement:

EXHIBIT "A" - Legal Description of PROPERTY

EXHIBIT "B" - Receipt from third party for a portion of Contribution charge

Included \_\_\_\_\_ Not Include  X

EXHIBIT "C" - A copy of the site plan of the PROPERTY reduced to 8 1/2" by 14" page size

EXHIBIT "D"- Building Connection Schedule: a listing for the PROPERTY indicating the number of buildings to be built, the number of ERC's allocated to each building, the number of meters per building, and the meter size(s)

EXHIBIT "E" - Modifications of CITY'S water or sewer facilities if required by CITY, if applicable

Included \_\_\_\_\_ Not Included  X

**AFFIDAVIT SHALL BE COMPLETED WHEN  
MORTGAGEE SIGNATURE IS NOT APPLICABLE**

I Debra Hixon, do hereby affirm that I am the Chair of The School Board of Broward County, Florida (the "School Board"), that I have executed a Water and Sewer Agreement with the CITY OF COOPER CITY for Cooper City High School, Project No. P.002133, and that the School Board is the owner of the property covered by said Water and Sewer Agreement.

There are no mortgages held on the property which is the subject of said Water and Sewer Agreement.

FURTHER AFFIANT SAYETH NOT.

  
\_\_\_\_\_  
Signature

DATED: 6/17/2025

STATE OF FLORIDA       )  
                                      ) ss.  
COUNTY OF BROWARD )

Before me personally appeared Debra Hixon, to me well known to me to be the person who executed the foregoing instrument and who having been first duly sworn did depose and state that the above is true and correct and acknowledged to and before me that she executed said document for the purpose therein expressed.

WITNESS my hand and official seal this 17<sup>th</sup> day of June, 2025.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: May 3, 2027



## EXHIBIT "A"

### LEGAL DESCRIPTION

#### DESCRIPTION

The West 1347.80 feet (as measured at right angles) of the following described Parcel.

Portions of TRACTS 14 and 15, of John W. Newmans Survey of Section 32, Township 50 South, Range 41 East, according to the plat thereof recorded in Plat Book 2, Page 26 of the public records of Dade County, Florida, more fully described as follows;

Commencing at the S.E. Corner of said Tract 15; thence S 89°13'23"W along the South line of said Tract 15, a distance of 478.00 feet to the intersection of the southerly extension of the centerline of S.W. 90th Avenue as shown on the plat of COOPER COLONY ESTATES SECTION TWO-A, as recorded in Plat Book 50, Page 24, of the public records of Broward County, Florida, and the Point of Beginning;

Thence N 0°27'07" W along said extension of the centerline, a distance of 1010.82 feet, thence S 89°32'53"W, a distance of 2162.06 feet to a point on the West line of said Tract 14; thence S 0°29'07"E along the said West line, a distance of 1023.40 feet to the S.W. Corner of said Tract 14; thence N 89°13'23"E along the South lines of said Tracts 14 and 15, a distance of 2161.50 feet to the Point of Beginning.

LESS the South 50 feet and the East 50 feet thereof for road right-of-way.

Said lands situate, lying and being in Broward County, Florida, and containing 30.00 Acres more or less.





**EXHIBIT "D"**

**COOPER CITY WATER AND SEWER AGREEMENT**

**DEVELOPMENT:** \_\_\_\_\_

<b>BUILDING #</b>	<b># OF UNITS</b>	<b># OF ERC's</b>	<b># OF METERS</b>	<b>METER SIZE</b>
			2	5/8
<b>TOTAL</b>			<b>2</b>	<b>5/8</b>