

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** ("Agreement"), is made and entered into this

19 day of May, 2021, by and between the

**CITY OF COOPER CITY**, a municipal corporation organized under the laws of the State of Florida, whose address is 9090 SW 50<sup>th</sup> Place, Cooper City Florida 333258, hereinafter referred to as the "Cooper City,"

and

**TOWN OF DAVIE**, a municipal corporation organized under the laws of the State of Florida, whose address is 6591 Orange Drive, Davie, FL 33314, hereinafter referred to as the "Davie,"

### WITNESSETH:

**WHEREAS**, Davie and Cooper City have entered into a Large User Effluent Disposal Interlocal Agreement with the City of Hollywood dated March 6, 1985 and a First Amendment to Large User Effluent Disposal Agreement dated June 17, 1992 for the construction and utilization of common area-wide wastewater effluent transmission pipeline from the Cooper City West Wastewater Treatment Plant and Davie Wastewater Plant to the Hollywood Southern Regional Wastewater Treatment Plant and or Ocean Outfall facilities; and

**WHEREAS**, Davie is proposing to undertake a project to construct an approximately 5,900 linear foot 12-inch reclaimed water main. The south end of the new reclaimed water main will ultimately tie into an existing 24-inch wastewater effluent main in the general vicinity of the south side of Griffin Road; said 24-inch main currently discharges secondary effluent from Davie and Cooper City to the Hollywood Southern Regional Wastewater Treatment Plant and or Ocean Outfall facilities. The route and proposed connection point of the proposed reclaimed water main is generally depicted on the Project Limit Exhibit attached hereto as "Exhibit A".

**WHEREAS**, the proposed construction of the new reclaimed water main will benefit both Davie and Cooper City in more efficiently discharging secondary effluent from their wastewater systems into the Hollywood Southern Regional Wastewater Treatment Plant and or Ocean Outfall facilities; and

**WHEREAS**, prior to Davie employing professional services for the preparation of construction documents and permitting for the reclaimed water main extension and the subsequent construction thereof, Davie wants to reach an understanding with Cooper City as to where the points of connection of the proposed reclaimed water line will connect to the area-wide wastewater effluent transmission pipeline and also an understanding on the payment of maintenance and repair

costs of the area-wide wastewater effluent transmission line once the 12-inch reclaimed water main is connected to it; and

**WHEREAS**, Davie will rely upon these understandings before expending funds related to the construction of the reclaimed water main;

**NOW THEREFORE**, in consideration of the mutual promises, covenants and duties set forth herein, Davie and Cooper City agree as follows:

#### ARTICLE I – SCOPE OF WORK

1.1 Davie shall undertake and pay for a project to construct an approximately 5,900 linear foot 12-inch reclaimed water main which it shall 100% own and operate. The south end of which will ultimately tie into an existing 24-inch wastewater effluent main in the general vicinity of the south side of Griffin Road that currently discharges secondary effluent from Davie and Cooper City to the Hollywood Southern Regional Wastewater Treatment Plant and or Ocean Outfall facilities. The Project Limit Exhibit attached hereto as “Exhibit A,” and is incorporated herein, generally depicts the proposed location of the reclaimed water line along with the proposed point of connection to the area-wide wastewater effluent transmission line.

1.2 Cooper City agrees to the point of connection of the reclaimed water line to the area-wide wastewater effluent transmission line that is generally depicted on “Exhibit A” and understands the exact location of the proposed reclaimed water main and point of connection is dependent on permitting, property limits, easement acquisitions and the like; therefore, Cooper City agrees to fully cooperate with Davie in establishing an exact connection point, and will allow Davie to connect the reclaimed water line to the 24-inch area-wide wastewater effluent main and further understands that Davie is relying on these commitments by Cooper City before undertaking and expending funds on the proposed construction of the reclaimed water main. Upon completion of the construction of the 12-inch reclaimed water main extension and connection to the area-wide wastewater effluent water main Davie and Cooper City agree to each pay 50% of all future costs of design, permits, repair and maintenance from Davie’s 12-inch reclaimed water main’s new point of connection to the area-wide wastewater effluent main to the Hollywood Ocean Outfall facility. Davie and Cooper City shall mutually agree upon a contractor to do any preventative maintenance and repairs, including any emergency repairs. Cooper City’s agreement to cooperate with Davie pursuant to this section shall not confer any future financial obligation or commitment on Cooper City.

1.3 Davie will operate its facilities to meet its wastewater effluent flow requirements as specified in the tri-party Large User Effluent Disposal Agreement between the Town of Davie, the City of Hollywood and the City of Cooper City dated March 6, 1985, and a First Amendment to Large User Effluent Disposal Agreement dated June 17, 1992.

1.4 The construction of the 12-inch reclaimed water main extension and connection to the regional force main is subject regulatory approval by the DEP and other agencies as may be required and Davie and Cooper City shall cooperate with one another to the extent necessary to



obtain such approvals. Cooper City's agreement to cooperate with Davie pursuant to this section shall not confer any future financial obligation or commitment on Cooper City.

## ARTICLE 2 – TERM AND TERMINATION

2.1 Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall terminate on March 1, 2035 ("Initial Term"), unless earlier terminated pursuant to the terms of this Agreement.

2.2 Cooper City's obligation to pay fifty percent (50%) of all future costs of design, permits, repair and maintenance from Davie's 12-inch reclaimed water main's new point of connection to the area-wide wastewater effluent main to the Hollywood Ocean Outfall facility is subject to Cooper City's approval of Davie's Commission approval of Davie's construction and maintenance plans pertaining to the provisions provided in Article 1.

## ARTICLE 3 – INDEMNIFICATION

3.1 Each party shall be responsible for any negligent acts or omissions of its employees, agents, or officers.

3.2 Nothing in this agreement is intended to waive either party's sovereign immunity or the limitations on liability as set forth in Section 768.28, F.S.

## ARTICLE 4 -MISCELLANEOUS

4.1 Third-Party Beneficiaries. Neither Party 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.

4.2 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

### FOR COOPER CITY:

City of Cooper City:  
Attn: Joseph Napoli, City Manager  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida 33258  
Email address: [jnapoli@coopercityfl.org](mailto:jnapoli@coopercityfl.org)

With a copy to:

Jacob Horowitz, City Attorney  
3099 East Commercial Boulevard  
Fort Lauderdale, Florida 33308  
Email address: [jhorowitz@gorencherof.com](mailto:jhorowitz@gorencherof.com)

FOR TOWN OF DAVIE:

Town of Davie  
ATTN: Town Attorney  
6591 Orange Drive  
Davie, FL 33314  
Email address: [Allan\\_Weinthal@Davie-FL.gov](mailto:Allan_Weinthal@Davie-FL.gov)

4.3 Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without prior written consent

4.4 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

4.5 Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of Cooper City and Davie.

4.6 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

4.7 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

4.8 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

4.9 Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of Cooper City, Davie shall, in accordance with applicable law, respond to any request for public records received by Cooper City relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

4.10 Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement, including, but not limited to, Section 287.055, F.S.

4.11 Severability. In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

4.12 Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein 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.

4.13 Amendments. 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 each party hereto.

4.14 Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.



4.15 Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“ Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition. Nothing contained in this section shall limit the City’ s access to Facility or to any appurtenant areas to which the City is entitled to access pursuant to this Agreement.

4.16 E-Verify. Each Party shall comply with the provisions of §287.137, Florida Statutes, and §448.095, Florida Statutes, as they become applicable and effective, and as amended. Failure to comply will lead to termination of this agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such.

IN WITNESS WHEREOF, this Interlocal Agreement has been executed and delivered as the date first written above.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**TOWN OF DAVIE**

ATTEST:

*J. Brewer*  
Asst. TOWN CLERK

*Judy Paul*  
MAYOR JUDY PAUL

Approved as to legal form and sufficiency:

*Alle Weithal*  
TOWN ATTORNEY

**CITY OF COOPER CITY**

ATTEST:

KATHRYN SIMS, CMC  
City Clerk

MAYOR GREG ROSS

Approved as to legal form and sufficiency:

JACOB G. HOROWITZ  
City Attorney



EXHIBIT "A"

PROJECT LIMITS EXHIBIT

