



RECLAIMED WATER SUPPLY AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DEERFIELD BEACH

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Deerfield Beach, a municipality located in Broward County, Florida, and organized and existing under the laws of the State of Florida ("Customer") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. County owns and operates the North Regional Wastewater Treatment System, which includes existing and planned future facilities for the supply of Reclaimed Water.

B. The County System includes the North Regional Wastewater Treatment Plant, which treats effluent to Reclaimed Water standards.

C. Accordingly, County operates or will operate Reclaimed Water facilities capable of serving Customer's Reclaimed Water needs.

D. Customer wishes to purchase Reclaimed Water to provide a source of non-potable water within Customer's Service Area and hereby agrees to purchase Reclaimed Water from County.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

1.2. **Board** means the Board of County Commissioners of Broward County, Florida.

1.3. **Contract Administrator** means the Director of Broward County Water and Wastewater Services, or such other person designated by the Director of Broward County Water and Wastewater Services in writing.

1.4. **County System** means those facilities owned or operated, or both, by County, including present and future Reclaimed Water treatment and transmission facilities, up to Customer's Point of Connection that are now or will be used for the purpose of providing Reclaimed Water from County System to Customer's System.

1.5. **Customer's Service Area** means the geographic boundaries for which County's Reclaimed Water may be utilized by Customer, as shown on **Exhibit A**, attached hereto and incorporated herein.

1.6. **Customer's System** means those facilities owned or operated, or both, by Customer including present and future Reclaimed Water distribution and utilization systems, which may include reclaimed water mains, pumping stations, storage facilities, and appurtenances thereto downstream of the Point of Connection to the County System.

1.7. **Point of Connection** means the point or points where Customer connects to the County System, as shown on **Exhibit B** for the purpose of delivering Reclaimed Water to Customer's System from County's System.

1.8. **Reclaimed Water** means domestic wastewater effluent that has received at least secondary treatment and high-level disinfection and which is suitable for direct, non-potable, beneficial reuse in accordance with Florida Department of Environmental Protection ("FDEP") regulations.

1.9. **Reserve Capacity** means the annual maximum daily flow expressed in million gallons per day ("MGD") for which Customer has reserved Reclaimed Water as set forth in Section 3.6.

ARTICLE 2. EXHIBITS

Exhibit A	Customer's Service Area
Exhibit B	Point of Connection and Meter Locations
Exhibit C	Insurance Requirements

ARTICLE 3. CONNECTING TO COUNTY SYSTEM; REUSE; CAPACITY

3.1. **Transfer of Land.** County may locate the Point of Connection, metering equipment, and necessary transmission facilities on property owned by Customer. If necessary, Customer shall convey at no cost to County either the fee simple title or appropriate easement to the property needed by, and acceptable to, County for the Point of Connection, metering equipment, and necessary transmission facilities, and such interest in property as is reasonably necessary and acceptable to County to provide ingress and egress by County to said Point of Connection, metering equipment, and necessary transmission facilities. Such property shall be of sufficient size to reasonably allow for future projected expansion.

3.2. **Maintenance of Customer's System.** Customer shall design, construct, permit, operate, and properly maintain, at its sole cost and expense, Customer's System as is necessary to properly receive and distribute Reclaimed Water.

3.3. **Distribution of Reclaimed Water Prohibited.** Customer agrees that it will not distribute Reclaimed Water outside Customer's Service Area.

3.4. **Reuse of Reclaimed Water.** Customer may not permit reuse of Reclaimed Water by a third party without requiring as a condition of such use the compliance with the Broward County Reclaimed Water Ordinance by such third party. Customer shall provide County with an annual report of all third-party users of the Reclaimed Water. The report shall include meter size, meter

location, and third-party name and address for each connection to Customer's System. Customer shall also provide County with a quarterly report of all new connections to Customer's System that have occurred during the quarter. The quarterly and annual reports shall be provided to County via email to the Contract Administrator by no later than the 20th day of the month following the end of each quarter and annual period, respectively. Customer shall meet all requirements for public health and reuse of Reclaimed Water as described in Chapter 62-610, Florida Administrative Code ("F.A.C."), and shall require third-party users of Reclaimed Water to meet these same requirements. Moreover, Customer shall require that third party users of Reclaimed Water only use such Reclaimed Water as a non-potable water supply.

3.5. **Exclusivity.** Customer shall purchase all of its Reclaimed Water exclusively from County to meet all of Customer's Reclaimed Water needs and use within Customer's Service Area.

3.5.1. **Amendments to Customer's Service Area.** Customer may submit written requests to the County to modify the Customer's Service Area. Such modifications to Customer's Service Area shall be formalized by amendment to the Agreement. The Board hereby authorizes the Contract Administrator to execute amendments to the Agreement solely to modify Customer's Service Area and replace **Exhibits A and B**, as necessary, provided such amendments do not impose additional financial obligations on County.

3.5.2. Notwithstanding the above, Customer may establish emergency interconnections for Reclaimed Water distribution with third parties to be used only in the event County is unable to provide Customer with the Reserve Capacity for Reclaimed Water. All interconnection agreements between Customer and third parties for emergency interconnections shall be subject to County review and written consent, by and through its Contract Administrator, which consent shall not be unreasonably withheld or delayed.

3.5.3. **Emergency Interconnection.** Customer must notify County at least sixty (60) days in advance of the construction of any emergency interconnects established with third parties as well as comply with the following:

3.5.3.1. Customer must provide County with the location of each emergency interconnect, size of each interconnect, and the size of each meter.

3.5.3.2. Customer must assure that the meter(s) are installed, sized, and maintained to accurately measure water flowing into and out of Customer's service area through the emergency interconnect(s).

3.5.3.3. Customer must maintain each emergency interconnect in a locked position under normal (non-Emergency Basis) circumstances. The emergency interconnect(s) may not be activated without prior notice to County.

3.5.3.4. County will not be responsible for providing adequate emergency flow through the emergency interconnect(s) and Section 3.7 of this Agreement shall not apply to any emergency interconnect(s).

3.5.3.5. Customer must notify County within thirty (30) days of any modifications to the emergency interconnect(s) that require the temporary cessation of the flow of water, including but not limited to meter changes.

3.5.3.6. Customer shall provide to County end-of-the-month readings of the meter(s) at each unlocked emergency interconnect within twenty (20) days of the end of each applicable month.

3.5.4. Closing of Interconnections. Customer must close all emergency interconnections within three (3) days after County issues notice that County is able to immediately resume providing Customer with Reclaimed Water service in accordance with this Agreement.

3.6. Reserve Capacity. County shall provide Customer's daily demand of Reclaimed Water up to 1.0 MGD ("Reserve Capacity") subject to the terms in Section 4.1. County shall have all right and power by suit or other such proceedings at law or in equity to enforce the limitation of its obligations hereunder and to prohibit Customer or its agents or employees from demanding Reclaimed Water that exceeds the amount of Reserve Capacity. The above Reserve Capacity may be changed only by a formal amendment to this Agreement, executed by the Parties, however such amendment shall not require Board approval and may be executed by Contract Administrator on behalf of County.

3.7. Minimum Delivery Pressure. Minimum delivery pressure at the Point of Connection shall be forty (40) pounds per square-inch as measured on County's side of the meter. It is anticipated that Customer may need to modify Customer's System to boost pressure for delivery to third parties within Customer's Service Area.

3.8. Customer to Install Meters and Ancillary Equipment. Customer, at Customer's sole expense, shall furnish and install Reclaimed Water metering equipment, together with housing, accessories, and ancillary equipment of a type and design reasonably required by County, to be located at the site or sites identified in **Exhibit B**, attached and incorporated into this Agreement. In the event the capacity of the metering equipment or modulating flow control valve becomes inadequate for the amount of flow delivered because of increased demand by Customer, County, at Customer's sole expense, shall replace the metering equipment or install such additional metering equipment as may be necessary and invoice Customer for the costs of doing so. County shall inform Customer at least thirty (30) days prior to the metering equipment replacement or installation for the purposes of the Parties agreeing on the cost of such replacement or installation. Customer shall remit to County the amount invoiced within thirty (30) days of Customer's receipt of the invoice.

3.9. County to Maintain Meters. County shall maintain the Reclaimed Water metering equipment, routinely inspect the metering equipment at least every three (3) months, and have an annual inspection and report prepared regarding the condition and accuracy of the metering equipment. A copy of the inspection report shall be furnished to Customer within thirty (30) days of inspection completion. Customer shall have the right to make its own interim metering equipment inspection at any time during normal business hours provided, however, no such

inspection shall be made unless Customer shall first provide County with written notice of its intent to have the inspection made, nor shall such inspection be made, prior to forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, after the receipt of said notice by County. All costs and expense of Customer's interim inspection shall be borne by Customer, unless the metering equipment is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case the reasonable cost and expense of such interim inspection shall be borne by County.

3.10. Payment in Case of Meter Inaccuracy. Should the metering equipment be found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, the meter will be assumed to be inaccurate since the last annual metering equipment inspection and the following month's billing will be adjusted to show a credit or additional charge to Customer for that period, based on the previous three-month average that the metering equipment was found to be accurate by County.

3.11. Payment in Case of Meter Failure. If at any time the metering equipment becomes inoperative or in any way fails to provide information with respect to the quantity of Reclaimed Water, Customer shall pay to County a daily amount based upon the average monthly flow of the prior three-month billing period to the date the metering equipment became inoperative.

ARTICLE 4. SUPPLY OF RECLAIMED WATER

4.1. No Guarantee of Reclaimed Water Supply. Cessation or restriction of Reclaimed Water supply services, including but not limited to any cessation or restriction that is directly or indirectly caused by or has resulted from an act of God, fire, strikes, accidents, casualty, maintenance, expansion, breakdown, damage to machinery, pumps, or pipelines, insurrection or riot, civil or military authority, or other event beyond the control of County and that could not have been avoided or overcome by the exercise of due diligence, shall not constitute a breach of this Agreement by County. County shall exercise its regular management practices with respect to providing Reclaimed Water of a supply and quality to meet Customer's needs up to the limit of Reserved Capacity. County agrees to give Customer twenty-four (24) hour notice by telephone, followed in writing, in the event the supply of Reclaimed Water has become or will be unavailable.

4.2. Reclaimed Water Sampling. County shall be responsible for having the Reclaimed Water within the County System sampled and tested as required by the FDEP Permit #FL0031771 for the North Regional Wastewater Treatment System and by Chapters 62-600 and 62-610, F.A.C. Any Reclaimed Water sampling and testing required by any regulatory agency for reclaimed water downstream of the Point of Connection shall be the sole responsibility of Customer.

4.3. Cross-Connection. If a cross-connection between the potable and reclaimed water systems is discovered, Customer shall comply with all applicable FDEP protocols and Applicable Law. Within twenty-four (24) hours of such discovery, Customer shall notify County in accordance with Section 9.7 herein and FDEP's Southeast District Office's domestic wastewater and drinking water programs.

ARTICLE 5. COUNTY PURCHASE OF TRANSMISSION CAPACITY

5.1. County and Customer intend to jointly construct reclaimed water transmission facilities up to or within Customer’s Service Area through separate joint participation agreements. These joint participation agreements shall entitle County to transmit Reclaimed Water through such facilities for transmission to other large users beyond Customer’s Service Area. Should County choose to transmit Reclaimed Water through such facilities for transmission to other large users beyond Customer’s Service Area, County will construct and install necessary metering facilities to measure flow out of Customer’s Service Area. Any flow recorded through these meters will be deducted from the metered flow into Customer’s Service Area when County bills Customer for Reclaimed Water in accordance with this Agreement.

ARTICLE 6. CHARGES

6.1. Basis of Charges. County shall provide Reclaimed Water to Customer at the following rates:

Charge	Rate
Customer Charge	\$5.02 per bill
Wholesale Volume Charge	\$0.175 per thousand gallons

These charges are subject to change, from time to time, by the Board upon the Board’s formal adoption by resolution of new or amended rates for wholesale volume charge for Reclaimed Water, which shall be binding on Customer. County will not raise rates for the sole purpose of generating a profit. Minimum monthly charges, as provided under the Broward County Administrative Code, are not applicable to this Agreement. Customer shall be notified of proposed rate changes in writing prior to approval by the Board.

6.2. Payment and Penalties for Non-Payment. County shall bill Customer for Reclaimed Water on a monthly basis in accordance with its standard billing procedures and Customer shall pay such billings within thirty (30) days of the date of the mailing each monthly bill. Should Customer not pay within the thirty (30) day period, Customer shall pay interest on the unpaid balance at the maximum rate allowable by law. Should a billing or a portion of a billing be outstanding for a period of more than sixty (60) days from the date of the original billing, and Customer fails to make the outstanding payment within seven (7) calendar days of written notice from the County demanding payment of the outstanding amount, Customer shall be considered in default and County shall have the right, but not the obligation, to one or all of the following: (a) discontinue service until the past due billing is paid; (b) seek enforcement for the payment of outstanding billings by filing an action in the state court of local jurisdiction; and (c) terminate this Agreement pursuant to Article 7.

ARTICLE 7. TERM AND TERMINATION; OTHER AGENCIES’ JURISDICTION

7.1. The Parties acknowledge that each is undertaking a major obligation in consideration for entering into this Agreement. The term of this Agreement shall begin on the date it is fully executed by the Parties and shall continue in perpetuity unless terminated as provided in Sections 7.2 through 7.4. Notwithstanding the foregoing, either Party may terminate this Agreement for convenience, with one (1) year written notice to other Party, after this Agreement has been in effect for twenty-five (25) years.

7.2. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved Party identifying the breach.

7.3. Termination of this Agreement for cause shall include, but not be limited to, Customer’s failure to timely pay any billings from County for the services provided pursuant to this Agreement, County or Customer’s failure to suitably perform services required herein, or failure to continuously perform the services required and as set forth in this Agreement.

7.4. Jurisdiction of Other Agencies. Certain federal, state, and local agencies have jurisdiction and control over Reclaimed Water matters. Should any such agency issue legally enforceable laws, regulations, mandates, or orders that may alter any of the terms and conditions of this Agreement, neither Party shall be liable to the other Party because of such action, provided that County shall not be precluded from making all necessary adjustments to the rates, fees, and charges defined in Article 6. If such agency requests or mandates a change in the provisions of this Agreement, the Parties will, by mutual agreement, make every effort to comply with such request or mandate. However, this provision shall not preclude either Party from bringing forth administrative or judicial challenge, or both, to any change requested or mandated by any agency. Notwithstanding the foregoing, this provision shall not be construed so as to permit Customer to terminate this Agreement.

ARTICLE 8. NON-INDEMNIFICATION BETWEEN PARTIES; INDEMNIFICATION BY THIRD PARTY CONTRACTORS

8.1. If Customer contracts with a third party to perform any of its obligations under this Agreement, Customer must enter into written agreements with such third parties, which agreements are required to include an indemnification provision by such third party in favor of County using the following language:

_____ shall indemnify and hold harmless County, and all of County’s, past, present, and future officers, agents, servants, and employees (collectively, “Indemnified Party”) from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys’ fees, court costs, and expenses (collectively, a “Claim”), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused in whole or in part, by any intentional, reckless, or negligent act or omission of _____, its then current or

former officers, employees, agents, servants or assigns, arising from, relating to, or in connection with this Agreement. If any Claim is brought against an Indemnified Party, _____ shall, at its own expense, upon written notice from County defend each Indemnified Party against each such Claim by counsel satisfactory to County, or, at the option of County, pay for an attorney selected by the County Attorney to defend the Indemnified Party.

8.2. County and Customer are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement or any other contract.

8.3. The provisions of this Article 8 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9. MISCELLANEOUS

9.1. Grant Information. The Parties shall provide each other with all reasonably necessary information pertinent to Customer's System and Service Area or the County System that any federal, state, or local agencies shall require in an application for financial assistance for construction of Reclaimed Water facilities.

9.2. Representation of Authority. Each Party represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of such Party, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that such Party has with any third party or violates Applicable Law. Each Party further represents and warrants that execution of this Agreement is within that Party's legal powers, and each individual executing this Agreement on behalf of that Party is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

9.3. Public Records. Notwithstanding anything else in this Agreement, any action taken by either Party in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If either Party is acting on behalf of the other, as stated in Section 119.0701, Florida Statutes, such Party shall:

9.3.1. Keep and maintain public records required by the other Party to perform the Services;

9.3.2. Upon request from the other Party, provide the other Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;

9.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to the other Party; and

9.3.4. Upon termination of this Agreement, transfer to the other Party, at no cost, all public records in possession of such Party or keep and maintain public records required by the other Party to perform the services. If such Party transfers the records to the other Party, such Party shall destroy any duplicate public records that are exempt or confidential and exempt. If such Party keeps and maintains the public records, such Party shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the other Party upon request in a format that is compatible with the information technology systems thereof.

Any material submitted to either Party that the submitting Party contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION - TRADE SECRET." In addition, each Party must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 688.002, Florida Statutes, and stating the factual basis for same. If a third party submits a request for records designated as Trade Secret Materials, each Party shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by the submitting Party.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (1) FOR THE COUNTY, (954) 831-0702, TIBACON@BROWARD.ORG, 2555 WEST COPANS ROAD, POMPANO BEACH, FLORIDA 33069; AND (2) FOR THE CUSTOMER, 954-480-4213, WEB.CLERK@DEERFIELD-BEACH.COM, 150 N.E. 2ND AVENUE, DEERFIELD BEACH, FLORIDA, 33441.

9.4. Independent Contractor. Each Party is an independent contractor under this Agreement. In providing services under this Agreement, neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other to any obligation not expressly undertaken by the other Party under this Agreement.

9.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant

to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

9.6. Third-Party Beneficiaries. Neither Customer 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.

9.7. Notice and Payment Address. 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). Payments shall be made to the noticed address for Customer. Addresses may be changed by the applicable Party giving written notice of such change in accordance with this section.

FOR COUNTY:

Broward County Water and Wastewater Services
Attn: Alan Garcia, Director
2555 W. Copans Road,
Pompano Beach, Florida 33069
Email address: agarcia@broward.org

FOR CUSTOMER:

City of Deerfield Beach
Attn: City Manager
150 N.E. 2nd Avenue
Deerfield Beach, Florida 33441
Email address: web.citymgr@deerfield-beach.com

With copy to:

City Attorney
2255 Glades Road, Suite 200E
Boca Raton, Florida 33431
Email address: asoroka@wsh-law.com

9.8. Assignment. Neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by Customer without the prior written consent of County. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence. Any purported assignment, transfer, subcontract, or encumbrance in violation of this section will be void. If Customer violates this provision, County shall have the right to immediately terminate this Agreement.

9.9. **Insurance.** Customer is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes. Upon request by Contract Administrator, Customer shall furnish County with written verification of liability protection that meets any requirements of Applicable Law.

If Customer contracts with a contractor or subcontractor to provide any services in relation to this Agreement or the facilities or equipment that are the subject of this Agreement, Customer shall require that each contractor and subcontractor procure and maintain insurance coverage, as stated in **Exhibit C** that adequately covers each contractor's or subcontractor's exposure based on the services provided by that contractor or subcontractor. Customer must ensure that each contractor and subcontractor name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. Customer shall not permit any contractor or subcontractor to provide services until the insurance requirements of the contractor and subcontractor under this section are met. If requested by County, Customer must furnish evidence of insurance of each contractor or subcontractor.

County reserves the right to review any and all insurance policies, and to reasonably adjust the limits and/or types of coverage required in this Agreement, from time to time throughout the term of this Agreement.

Coverage is not to cease and is to remain in full force and effect until all performance required of Customer is completed.

9.10. **Materiality and Waiver of Breach.** Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. County's or Customer'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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. **Compliance with Laws.** County and Customer shall comply with all Applicable Law, and the requirements of any applicable grant agreements, in performing the duties, responsibilities, and obligations pursuant to this Agreement.

9.12. **Severability.** If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.13. **Joint Preparation.** This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

9.14. **Interpretation.** The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect 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” 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 subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

9.15. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

9.16. 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. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A DEMAND FOR A JURY TRIAL AFTER WRITTEN NOTICE BY THE OTHER PARTY, THE PARTY MAKING THE DEMAND FOR JURY TRIAL SHALL BE LIABLE FOR REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY TO CONTEST THE DEMAND FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.17. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Customer.

9.18. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

9.19. 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.

9.20. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each

of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same 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 Customer, 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: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Matthew Haber (Date)
Assistant County Attorney

By: _____
Michael J. Kerr (Date)
Deputy County Attorney

RECLAIMED WATER SUPPLY AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF DEERFIELD BEACH

CUSTOMER

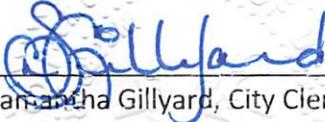
City of Deerfield Beach

By: 
Authorized Signer

Bill Ganz, Mayor

15th day of November, 2022

ATTEST:


Samantha Gillyard, City Clerk

(CORPORATE SEAL OR NOTARY)

Exhibit A Customer's Service Area

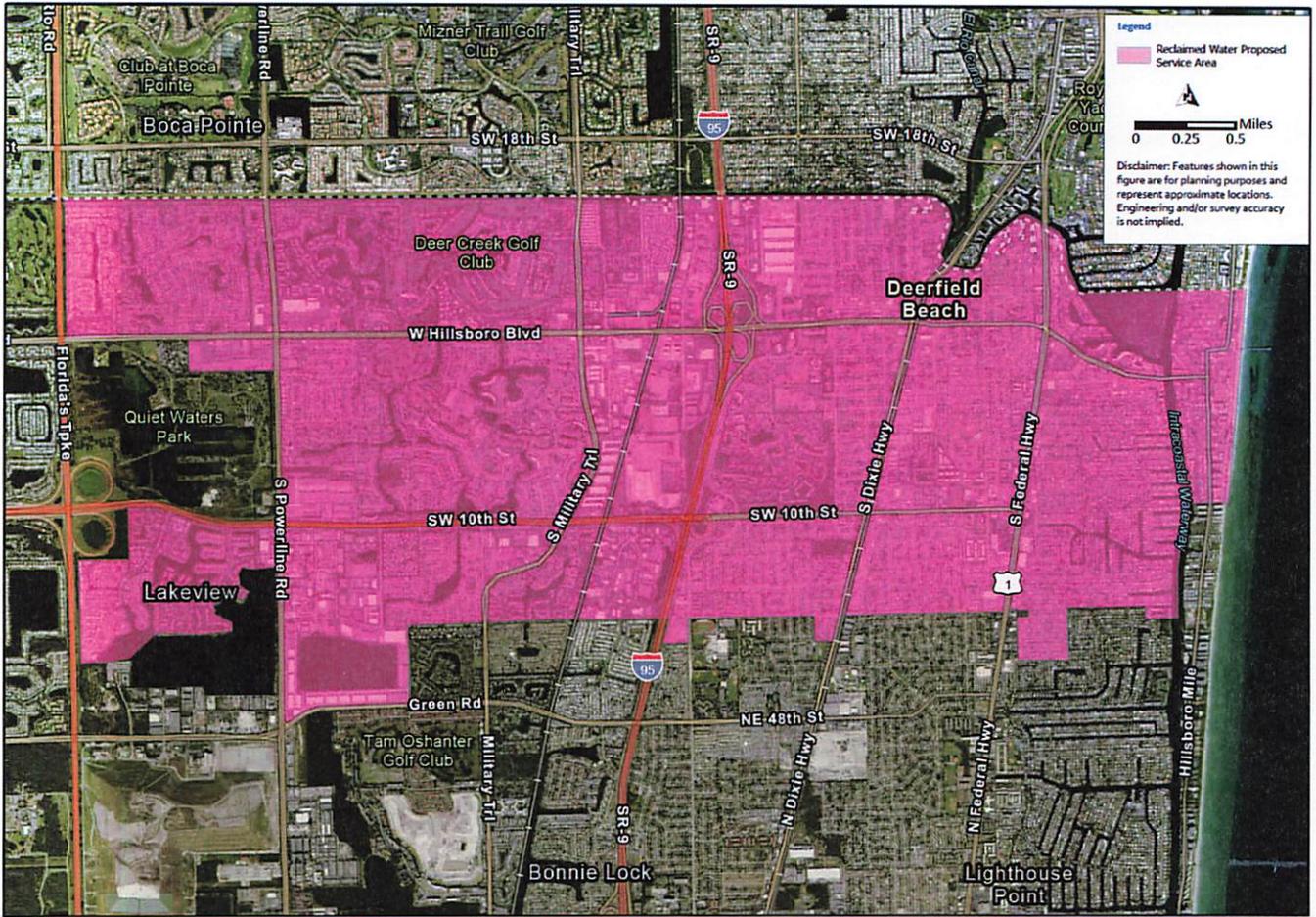


Exhibit A Customer's Service Area

Exhibit B Point of Connection and Meter Locations

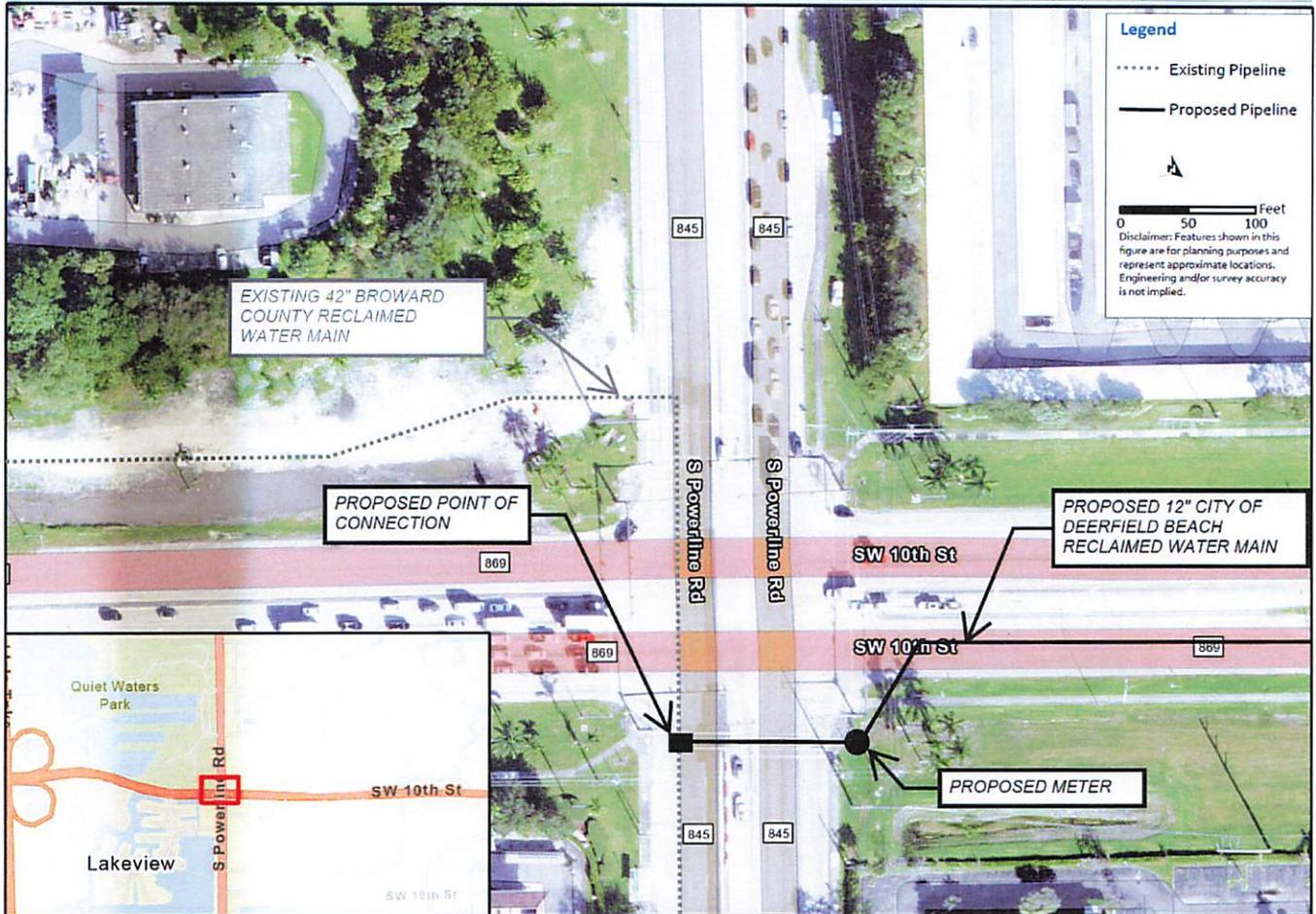


Exhibit B Point of Connection and Meter Location

**EXHIBIT C
MINIMUM INSURANCE REQUIREMENTS**

Project: Reclaimed Water Agreement for Deerfield Beach
Agency: Water and Wastewater Services

TYPE OF INSURANCE	ADDL INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>			Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	
<input type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>					
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$1,000,000	
<input checked="" type="checkbox"/> POLLUTION/ENVIRONMENTAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Claim:	\$1,000,000	
			*Maximum Deductible:	\$10,000	
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. <i>Note: Coverage must be "All Risk". Completed Value. Broward County must be listed as an additional insured/loss payee.</i>			*Maximum Deductible:	\$10,000	Completed Value
			CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		

Description of Operations Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement. For Claims-Made policies insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

CERTIFICATE HOLDER:

 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, Florida 33301


 Digitally signed by
 COLLEEN A. POUNALL
 Date: 2022.11.03
 13:39:21 -04'00'
 Risk Management Division