

**INTERLOCAL RECLAIMED WATER AGREEMENT BETWEEN
CITY OF HOLLYWOOD
AND
BROWARD COUNTY**

THIS AGREEMENT is made and entered into in Broward County, Florida, between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as "CITY") and Broward County, a political subdivision of the State of Florida (hereinafter referred to as "CUSTOMER") this ____ day of _____, 2025.

RECITALS

WHEREAS, the City of Hollywood reclaimed water is a valuable resource that originates as treated wastewater from the Southern Regional Wastewater Treatment Plant. Treated wastewater is then filtered and treated before it is delivered as reclaimed water. It is subject to a variety of federal, state, and local regulations that protect the safety of the public and the integrity of the potable water supply system. This reclaimed water agreement establishes the terms and conditions that apply to the ultimate user of the City of Hollywood's reclaimed water; and

WHEREAS, the CITY agrees to provide CUSTOMER with RECLAIMED WATER of irrigation quality as defined in Chapter 62-610, Florida Administrative Code (F.A.C.) as amended from time to time and in accordance with Chapter 52, Hollywood Code of Ordinances; and

WHEREAS, CUSTOMER owns or controls certain property in Broward County, Florida as shown and described in **Exhibit "A"** attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, CUSTOMER shall use reclaimed water supplied by CITY for irrigating landscape at the locations set forth in **Exhibit "B"** attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the covenants hereinafter obtained and valuable consideration, the parties hereto agree as follows:

**ARTICLE 1
PROVISIONS PERTAINING TO THE CONNECTION
TO THE CITY RECLAIMED WATER TRANSMISSION SYSTEM**

1.1 INSTALLATION AND MAINTENANCE OF RECLAIMED WATER MAIN AND METER

(a.) CUSTOMER agrees to provide the City with any easements or other documents, in a form acceptable to the City Attorney, which provide for the City's ability

to have ingress and egress to CUSTOMER'S Property for the purpose of delivering reclaimed water to CUSTOMER'S Property, which includes CITY'S ability to operate and maintain its infrastructure at no cost to CITY.

(b.) CUSTOMER shall install a reclaimed water meter, which meets the specifications required by CITY, for monitoring and billing purposes. Cost of the reclaimed meter shall be borne by CUSTOMER and ownership shall be retained by CITY. CITY shall be responsible for maintaining the reclaimed meter and conducting annual testing to ensure accuracy and reliability. CITY shall provide CUSTOMER with the annual meter test results.

(c.) CUSTOMER'S point of connection will be at the reclaimed water meter as shown in **Exhibit "B"**.

(d.) CITY shall own and maintain the reclaimed water main within City right-of-way and up to and including the reclaimed water meter after it is properly conveyed over to the CITY, as required to monitor the reclaimed water deliveries made to CUSTOMER. Normal maintenance of the metering device shall be performed by CITY.

(e.) Both parties agree that, if at any time the metering equipment should be found to be inoperative, inaccurate based upon the manufacturer's range of accuracy, or in any way unable to provide information with respect to the quantity of flow from CITY Facilities, CUSTOMER shall pay to CITY a per day amount which shall be calculated based upon an average of the last three months consumption including the RESERVED CAPACITY as specified in Section 4.2(a) herein and the rate specified in Section 4.1(a) herein.

(f.) CUSTOMER agrees to own and maintain all reclaimed facilities located after the reclaimed water meter point of connection. If CUSTOMER fails to maintain its facilities located downstream from the point of connection, CITY may access CUSTOMER'S property for the purpose of maintaining CUSTOMER'S System. Moreover, in such event as the CUSTOMER'S failure to maintain its facilities, CITY shall charge CUSTOMER for CITY'S services in maintaining CUSTOMER'S System. In addition, CUSTOMER shall remain solely responsible for the payment of any fines, penalties, or amounts imposed upon either the CITY or CUSTOMER by any federal, state, or local governmental agency as a result of CUSTOMER'S failure to maintain its facilities.

(g.) If modifications are necessary to CUSTOMER'S on-site facilities to conform to reclaimed water use requirements, CUSTOMER shall submit its plans and specifications for such modifications to City of Hollywood, Department of Public Utilities, Engineering and Construction Services Division (ECSD). Construction shall not commence unless and until such plans and specifications are approved by ECSD. All modifications required to CUSTOMER'S on-site facilities shall be at the sole cost and responsibility of CUSTOMER. CITY shall assist CUSTOMER in identifying the modifications and/or changes required to CUSTOMER'S on-site facilities. It shall be CUSTOMER'S responsibility to construct the modifications in accordance with the

approved plans and specifications, and with applicable laws and regulations.

(h.) CUSTOMER shall be responsible for the construction of all facilities located downstream from the reclaimed water meter point of connection necessary to fulfill regulatory agency requirements. CUSTOMER shall be responsible for all costs associated with the design and construction of such facilities.

(i.) Upon completion of all on-site modifications and changes to CUSTOMER'S reclaimed water system at the Property, CUSTOMER shall provide CITY with as-built drawings of CUSTOMER'S completed reclaimed water system. The drawings shall show at a minimum, the locations of all pipelines, controllers, valves, buildings, structures, property boundaries, and any other features important to the on-site use of reclaimed water.

ARTICLE 2 PROVISIONS FOR MONITORING AND REPORTING

2.1 MONITORING AND REPORTING

(a.) CITY will conduct annual inspections of CUSTOMER'S reclaimed water system at the Property for the purpose of ensuring that regulations provided in the Chapter 62-610 (F.A.C.) are being met at reclaimed water irrigated sites. CITY will provide inspection reports annually to CUSTOMER addressing any needed improvements to comply with Chapter 62-610, F.A.C.

(b.) CITY agrees to have an annual inspection and report prepared regarding the condition and accuracy of the metering device. A copy of the annual report on meter inspection shall be furnished to CUSTOMER upon CUSTOMER'S written request. CUSTOMER shall have the right to make its own meter inspection, or to have an independent meter manufacturing company check the metering equipment at any time during normal business hours. However, no such inspection shall be made unless CUSTOMER shall first give CITY written notice of its intent to have the inspection made nor shall any such inspection be made prior to forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, subsequent to the receipt of said notice by CITY. In addition, no such inspection shall be conducted without a CITY representative being present at the time of meter inspection. All costs and expenses of CUSTOMER'S inspection, excluding the cost of having a CITY representative present, shall be borne by CUSTOMER unless the meter is found to be inaccurate beyond the manufacturer's guaranteed range of accuracy, in which case the cost and expense of such inspection shall be borne by CITY. All results of CUSTOMER'S meter inspections conducted by CUSTOMER shall be provided in writing to the CITY within thirty (30) days after the conclusion of such inspection.

2.2 PERMISSION TO ENTER

(a.) CUSTOMER hereby grants to CITY and all other applicable regulatory agencies, acting through their duly authorized employees, agents, or contractors, access

at all reasonable times to enter the site/Property for the purpose of observing construction or modification of reclaimed water facilities, for maintaining and repairing CITY installed facilities, for meter reading, and for observing and verifying that CUSTOMER is properly operating its reclaimed water facilities in accordance with the terms and conditions of this Agreement, Chapter 52, Hollywood Code of Ordinances, and Chapter 62-610, F.A.C. When entering CUSTOMER'S premises, CITY or regulatory agencies shall not unreasonably interfere with CUSTOMER'S operations of and use of the premises.

ARTICLE 3

PROVISIONS PERTAINING TO THE DELIVERY AND RECEIPT OF RECLAIMED WATER

3.1 DELIVERY OF RECLAIMED WATER

(a.) CITY shall deliver reclaimed water from a meter or meters owned and maintained by CITY. CITY DOES NOT GUARANTEE TO DELIVER RECLAIMED WATER TO CUSTOMER AT ANY SPECIFIC OPERATING PRESSURE.

(b.) If by reason of Force Majeure, CITY shall be rendered unable wholly or in part to carry out its obligations under this Agreement to deliver reclaimed water, it shall not be required to deliver reclaimed water, and its failure to deliver reclaimed water in accordance with the terms and conditions of this Agreement, shall not be considered a breach of this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, power failures, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, the partial or entire failure of the CITY System, unsuitable reclaimed water quality, or other causes. Nothing herein shall be construed to enlarge the duty or liability of CITY beyond that imposed by law.

3.2 RECEIPT AND APPLICATION OF RECLAIMED WATER

(a.) CUSTOMER agrees to receive, accept, and apply reclaimed water supplied by CITY only for irrigation of CUSTOMER'S landscaped areas identified in **Exhibit "B"**. CUSTOMER shall control and be responsible for the application of reclaimed water to the Property in accordance with Chapter 52, Hollywood Code of Ordinances and Chapter 62-610, F.A.C.

(b.) Provided that reclaimed water is available for irrigation use, the use of reclaimed water will not be curtailed due to the imposition of drought management rules issued by South Florida Water Management District (SFWMD) so long as said drought management rules exempt reclaimed water for irrigation use. CUSTOMER agrees to an irrigation schedule, as required by CITY, to serve the Property.

(c.) Any and all CUSTOMER agreements with a third party for the management of the Property shall not in any way relieve CUSTOMER of its obligations and responsibilities pursuant to the terms of this Agreement.

3.3 QUALITY OF RECLAIMED WATER

(a.) The reclaimed water delivered to CUSTOMER by CITY shall be of a quality satisfactory for irrigation of landscape areas with unrestricted public access in accordance with Chapter 62-610. F.A.C. CUSTOMER understands and agrees that the quality of the reclaimed water, especially salinity (or other constituents), is different from that of CUSTOMER'S normal potable water supply and that a possibility exists that CUSTOMER'S turf management practices may have to be altered and that some landscape species may eventually need to be replaced with more tolerant species. CUSTOMER UNDERSTANDS AND AGREES THAT CITY MAKES NO WARRANTIES AS TO THE QUALITY OF THE RECLAIMED WATER BEYOND THOSE CONTAINED IN THIS PARAGRAPH. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR THE IMPLIED WARRANTY OF MERCHANTABILITY ARE HEREBY EXCLUDED.

ARTICLE 4 PROVISIONS RELATING TO THE PRICE AND PAYMENT FOR USE OF RECLAIMED WATER

4.1 PRICE AND PAYMENT FOR USE OF RECLAIMED WATER

(a.) CUSTOMER shall pay for reclaimed water delivered pursuant to this Agreement according to the rate schedule established in Chapter 52, Hollywood Code of Ordinances (\$0.10/1000 gallons) including periodic adjustments based upon rate changes approved by the CITY as the CITY changes its rates.

(b.) CITY will read the reclaimed water meter once a month consistent with CITY'S normal meter reading schedule for billing purposes and will bill CUSTOMER for the total quantity delivered during the billing period in accordance with CITY'S standard billing practices.

4.2 RESERVE CAPACITY

(a.) CITY'S obligation to furnish service to CUSTOMER under this Agreement shall be limited to CUSTOMER'S RESERVE CAPACITY of 270,000 GPD of reclaimed water. CUSTOMER agrees, during the term of this Agreement, to receive reclaimed water from CITY prior to utilizing any other sources of irrigation water at the Property. In the event that CUSTOMER requests excess reclaimed water flow as per the provisions set forth herein, CUSTOMER agrees to pay to CITY the sum of ten cents (\$.10) per one thousand (1,000) gallons for any excess flow above the RESERVE CAPACITY.

4.3 **RESALE OF RECLAIMED WATER**

(a.) CUSTOMER may not resell the reclaimed water delivered by CITY pursuant to this Agreement to any other person or legal entity. CUSTOMER is also prohibited from selling or conveying reclaimed water delivered under this Agreement to any other premises or location.

ARTICLE 5 **PROVISIONS RELATING TO THE** **ADMINISTRATION OF THIS AGREEMENT**

5.1 **GENERAL CONDITIONS**

(a.) This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and the exclusive venue of any litigation hereunder shall be in a court of competent jurisdiction sitting in Broward County, Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

(b.) This Agreement and the attachments hereto contain all the agreements of the parties with regard to this Agreement and cannot be enlarged, modified, or changed in any respect except by written agreement between the parties.

(c.) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. 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.

(d.) CITY and CUSTOMER will each use their best efforts to fully cooperate with one another as may be necessary to diligently obtain and maintain in effect any required permits and all other approvals and records required by regulatory requirements that may be necessary for CITY and CUSTOMER to perform under, or take advantage of, the terms and conditions of this Agreement.

(e.) The captions, titles and headings in this Agreement are merely for the convenience of the parties and shall neither limit nor amplify the provisions of the Agreement itself.

(f.) This Agreement is for the sole and exclusive benefit of the parties hereto and shall not be construed to confer any rights upon any third party. Nothing herein shall be construed to confer standing upon any third party who did not otherwise have such standing.

5.2 **INDEMNITY AND INSURANCE**

(a.) Nothing herein is intended to serve as a waiver of sovereign immunity by any party hereto nor shall anything included herein be construed as consent to be sued

by third parties in any matter arising out of this Agreement or any other agreement. CITY and CUSTOMER are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of their agents and employees to the extent required by law.

(b.) CITY and CUSTOMER are entities subject to Section 768.28, Florida Statutes, and they shall furnish one another with written verification of liability protection in accordance with state law prior to final execution of this agreement.

ARTICLE 6

PROVISIONS RELATING TO THE TERMS OF THIS AGREEMENT

6.1 AGREEMENT RUNS WITH THE PROPERTY

(a.) This Agreement shall be binding upon the Customer's Property without recourse, individually, and shall run with the land and be binding on subsequent owners of the property and may be legally enforced by CITY upon appropriate action. In order to ensure compliance with the terms and conditions contained herein, a copy of this Agreement shall be recorded in the Official Records of Broward County, Florida, at CUSTOMER'S expense.

6.2 TERM AND TERMINATION

(a.) CITY may terminate this Agreement if CITY, at its sole determination, is or will be unable to deliver properly and adequately treated reclaimed water to CUSTOMER for any reason whatsoever for a period greater than thirty (30) days, or CITY, at its sole determination, determines that CUSTOMER is unable to adequately control the use of reclaimed water in accordance with Chapter 52, Hollywood Code of Ordinances and Chapter 62-610, F.A.C. CUSTOMER or CITY may terminate this Agreement at any time upon at least ninety (90) days prior written notice. In the event of termination of this Agreement by CUSTOMER, CITY shall collect its water meter from the Property within 60 days after termination.

6.3 NOTICE

(a.) Any notice required to be given hereunder shall be considered to have been properly given if the same has been sent in writing by certified mail, return receipt requested, to the following:

CITY: City of Hollywood
 Director of Public Utilities
 1715 North 21st Avenue
 Hollywood, Florida 33020

CUSTOMER: Broward County Parks and Recreation Division
Attention: Director
950 NW 38th Street
Oakland Park, Florida 33309
Email address: parksdirector@broward.org

6.3 **VERIFICATION OF EMPLOYMENT ELIGIBILITY**

(a.) CITY and CUSTOMER each represent that it has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If CITY or CUSTOMER violates this section, the other party may immediately terminate this Agreement for cause.

6.4 **PUBLIC RECORDS**

(a.) Each of the parties hereto is a public entity required to comply with Florida's Public Records Act, and each shall fulfill all required obligations under Chapter 119, Florida Statutes. If a public records request is directed to a Party, that Party shall be responsible for responding to such public records request. If a Party receiving a public records request seeks records from the other Party to respond to the public records request, the other Party will provide any responsive public records to enable the Party that received the public records request to respond as required.

[NO FURTHER TEXT; SIGNATURE PAGES FOLLOW]

RECLAIMED WATER AGREEMENT BETWEEN CITY OF HOLLYWOOD, FLORIDA
AND BROWARD COUNTY, FLORIDA.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals
the day and year first above written.

ATTEST:

City of Hollywood, a municipal
corporation of the State of Florida

Patricia A. Cerny, MMC
City Clerk

By: _____
George Keller, City Manager

APPROVED AS TO FORM.

Approved by: _____
Stephanie Tinsley
Director of Financial Services

Damaris Henlon
City Attorney

[CUSTOMER SIGNATURE PAGE FOLLOWS]

RECLAIMED WATER AGREEMENT BETWEEN CITY OF HOLLYWOOD, FLORIDA
AND BROWARD COUNTY, FLORIDA.

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

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

AMANDA M.
By TOLBERT
Amanda Tolbert (Date)
Assistant County Attorney

Digitally signed by AMANDA M.
TOLBERT
Date: 2025.10.23 11:33:38
-04'00'

By _____
René D. Harrod (Date)
Chief Deputy County Attorney

Digitally signed by Rene D. Harrod
DN: cn=Rene D. Harrod, ou=Broward County
Attorney's Office, email=rharrod@broward.org,
c=US
Reason: Approved as to form
Date: 2025.10.23 11:36:01 -04'00'

EXHIBIT "A"
CUSTOMER PROPERTY
LEGAL DESCRIPTION

5-51-42 N1/2 OF SE1/4 LYING W OF SAL R/W LESS R/W AS DESC IN OR 4187/547
S1/2 OF SE1/4 LYING W OF SAL R/W AND E OF ADKINS ACRES, LESS ST RD 822
R/W TOGET WITH ALL OF ADKINS ACRES 25.22 B LESS ST RD 822 R/W.

EXHIBIT "B" LANDSCAPING LOCATIONS FOR RECLAIMED WATER

