

**INTERLOCAL AGREEMENT  
FOR  
RECLAIMED WATER**

This Agreement made and entered into this 23 day of August, 2016, between the City of Hollywood, Florida (hereinafter referred to as "Hollywood") and the City of Hallandale Beach, Florida (hereinafter referred to as "Hallandale Beach") to wit:

WHEREAS, Hollywood's reclaimed water is a valuable resource that originates as treated wastewater from the Southern Regional Wastewater Treatment Plant and is then filtered and chlorinated before it is delivered as reclaimed water; and

WHEREAS, reclaimed water 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; and

WHEREAS, this Reclaimed Water Agreement establishes the terms and conditions that apply to Hallandale Beach as it pertains to the City of Hollywood's reclaimed water requirements;

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, it is agreed:

1. RESALE OF RECLAIMED WATER

Resale of reclaimed water is subject to the terms of this agreement. Hallandale Beach may not resell reclaimed water to any other person or legal entity.

2. PRICE AND PAYMENT FOR USE OF RECLAIMED WATER

A. Hallandale Beach will pay for reclaimed water delivered under this Agreement according to the rate schedule established in the City of Hollywood Code of Ordinances Chapter 52, including periodic adjustments as Hollywood changes its rates. The current rate for reclaimed water is \$0.10 per 1,000 gallons.

B. Hollywood will read the reclaimed water meter once a month consistent with Hollywood's normal meter reading schedule for billing purposes and will bill Hallandale Beach for the total quantity delivered during the billing period in accordance with Hollywood's standard billing practices.

3. RESERVE CAPACITY

Hollywood's obligation to provide reclaimed water to Hallandale Beach under this agreement shall be limited to Hallandale Beach's reserve capacity request of 250,000 gallons per day.

#### 4. ON-SITE FACILITY MODIFICATIONS

- A. Hollywood's reclaimed water distribution system terminates after the reclaimed water meter. If modifications are necessary to Hallandale Beach's on-site facilities to conform to reclaimed water use requirements, Hallandale Beach shall submit its plans and specifications for such modifications to Hollywood's 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 Hallandale Beach's on-site facilities shall be the sole cost and responsibility of Hallandale Beach. Hollywood shall assist Hallandale Beach in identifying the modifications and/or changes required to Hallandale Beach's on-site facilities. It shall be the responsibility of Hallandale Beach to construct the modifications in accordance with the approved plans and specifications, and with applicable laws and regulations.
- B. Hallandale Beach shall install a reclaimed water meter, which meets the specifications required by Hollywood, for monitoring and billing purposes. Cost of the reclaimed meter shall be borne by Hallandale Beach and ownership shall be retained by Hollywood. Hollywood shall be responsible for maintaining the reclaimed meter and conduct annual testing to ensure accuracy and reliability. Hollywood shall provide Hallandale with the annual test results for that meter.
- C. Hallandale Beach shall be responsible for all cost incurred by Hollywood to modify the existing reuse system in order to provide Hallandale Beach with reuse water.
- D. Hallandale Beach shall provide Hollywood with any easements necessary for delivery of reclaimed water to Hallandale Beach's premises at a mutually agreeable location.
- E. Upon completion of all on-site modifications and changes to Hallandale Beach's reclaimed water system, Hallandale Beach shall provide Hollywood with as-built drawings of Hallandale Beach'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.

#### 5. MONITORING AND REPORTING

Hollywood will conduct annual inspections of Hallandale Beach's reclaimed water system for the purpose of ensuring that regulations provided in the Florida Administrative Code (FAC) Section 17-160 are being met at reclaimed water irrigated sites. Hollywood will provide monitoring reports annually to Hallandale Beach's addressing any needed improvements to comply with FAC 17-160.

6. PERMISSION TO ENTER

- A. Hallandale Beach hereby grants to Hollywood and all other regulatory agencies, acting through their duly authorized employees, agents, or contractors, access at all reasonable times to enter the Site for the purpose of observing construction or modification of reclaimed water facilities, for maintaining and repairing Hollywood installed facilities, for meter reading, and for observing and verifying that Hallandale Beach is properly operating its reclaimed water facilities in accordance with the terms and conditions of this Agreement, Hollywood Code of Ordinances Chapter 52 and FAC 17-160. When entering Hallandale Beach's premises, Hollywood or the regulatory agencies shall not unreasonably interfere with Hallandale Beach's operations and its use of the premises.
- B. Hollywood hereby grants to Hallandale Beach and all other regulatory agencies, acting through their duly authorized employees, agents, or contractors, access at all reasonable times to enter the portion of the utilities located within Hollywood City Limits for the purpose of observing construction or modification of reclaimed water facilities, for maintaining and repairing the installed facilities, for meter reading. When entering Hollywood's premises, Hallandale Beach or the regulatory agencies shall not unreasonably interfere with Hallandale Beach's operations and its use of the premises.

7. DELIVERY OF RECLAIMED WATER

- A. Hollywood shall deliver reclaimed water from a meter or meters owned and maintained by Hollywood. Hollywood does not guarantee to deliver water to Hallandale Beach at any specific operating pressure.
- B. If by reason of Force Majeure, Hollywood 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, lock-outs, 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 Hollywood System, unsuitable reclaimed water quality; or other causes. Nothing herein shall be construed to enlarge the duty or liability of Hollywood beyond that imposed by law.

8. RECEIPT AND APPLICATION OF RECLAIMED WATER

A. This Section shall become effective as soon as Hollywood is able to deliver reclaimed water to the site. Hollywood will give Hallandale Beach at least thirty (30) days written notice of its intent to commence delivery of reclaimed water to the Hallandale Beach.

B. Hallandale Beach agrees to receive, accept and apply reclaimed water supplied by Hollywood only for irrigation of Hallandale Beach's selected landscaped areas. Hallandale Beach shall control and be responsible for the application of reclaimed water to each Site in accordance with the Hollywood Code of Ordinances Chapter 52 and FAC 17-160.

C. 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). Hallandale Beach agrees to an irrigation schedule, as required by Hollywood, to serve the site.

D. Hallandale Beach's agreements with a third party for the management of the Site shall not in any way relieve Hallandale Beach of compliance with the terms of this Agreement.

#### 9. QUALITY OF RECLAIMED WATER

The reclaimed water delivered to HALLANDALE BEACH by Hollywood shall be of a quality satisfactory for irrigation of landscape areas with unrestricted public access in accordance with FAC 17-160. Hallandale Beach understands and agrees that the quality of the reclaimed water, especially salinity (or other constituents), is different from that of Hallandale Beach's normal potable water supply and that a possibility exists that Hallandale Beach's turf management practices may have to be altered and that some landscape species may eventually need to be replaced with more tolerant species. **Hallandale Beach understands and agrees that Hollywood 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 for fitness for a particular purpose or the implied warranty of merchantability are hereby excluded.**

#### 10. INDEMNITY

The Hallandale Beach agrees to indemnify, defend and hold harmless Hollywood and its officers, agents, employees from all suits, actions, losses, damages, claims, or liability, penalties and expenses of any type, including, without limitation, any fines, penalties and costs or damages whatsoever growing out of any action taken by any governmental entity or any other person, including citizen suits, against Hollywood for alleged noncompliance with laws, rules or regulations and including, without limiting the generality of the foregoing, all expenses of litigation, court costs, attorneys fees, damages for injury, death or property damage sustained by any person or persons



arising out of or occasioned by the acts of Hallandale Beach, its officers, agents, employees or representatives or Hallandale Beach's breach of the terms and conditions of this Agreement. This promise to indemnify and hold harmless shall exclude such injuries, death, or property damage caused by the sole negligence of Hollywood, its officers, agents or employees. In case any action or proceeding may be brought against Hollywood for any matter for which Hollywood is indemnified under this section, Hallandale Beach covenants to assume in full the defense of such action or proceeding at Hallandale Beach's expense upon written notice from Hollywood. Hollywood shall have the right to employ separate counsel in any such action and participate in the defense thereof.

#### 11. GENERAL CONDITIONS

A. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida and venue of any litigation hereunder shall be in a court of competent jurisdiction sitting in Broward County Florida.

B. This Agreement and the attachments thereto 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 provisions of this Agreement shall not render the other provisions unenforceable, invalid or illegal, but the parties shall negotiate as to the effect of said unenforceability, invalidity or illegality on the rights and obligations of the parties.

D. Hollywood and Hallandale Beach 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 Hollywood and Hallandale 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.

#### 12. TERM AND TERMINATION

Hollywood may terminate this Agreement if Hollywood, at its sole determination, is or will be unable to deliver properly and adequately treated reclaimed water to

HALLANDALE BEACH for any reason whatsoever for a period greater than thirty (30) days, or Hollywood, at its sole determination, determines that HALLANDALE BEACH is unable to adequately control the use of reclaimed water in accordance with Hollywood Code of Ordinances Chapter 52 and FAC 17-160.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year hereinabove written.

**CITY:**

Signed, sealed and delivered  
in the presence of:

CITY OF HOLLYWOOD, a municipal  
corporation of the State of Florida

By: W.Z. Title: City Manager  
Dr. Wazir Ishmael

Approved as to form and legality  
for the use and reliance of the  
City of Hollywood, Florida only.

Jeffrey P. Sheffel  
Jeffrey P. Sheffel, City Attorney

**CUSTOMER:**

CITY OF HALLANDALE BEACH

Title: City Manager

By: [Signature]

Attest: M. Butwell

WITNESS: [Signature]

WITNESS: Chris Talnady

STATE OF FLORIDA  
COUNTY OF Broward

Approved as to Form  
and Sufficiency

[Signature]  
City Attorney