

**AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF POMPANO BEACH FOR REIMBURSEMENT OF ONE-TIME
WATER BILL DISCOUNT**

This Agreement ("Agreement") between Broward County ("County"), a political subdivision of the State of Florida, and City of Pompano Beach ("Municipality"), a municipal corporation organized and existing under the laws of the State of Florida (collectively, the "Parties"), is entered into and effective as of the date this Agreement is fully executed by the Parties (the "Effective Date").

RECITALS

A. County provides water utility services to certain residential and commercial customers located in Municipality's Commission District 2.

B. Due to the financial burdens stemming from COVID-19 crisis, Municipality recently approved a one-time discount of twenty percent (20%) on water bills for the month of May 2020, for all of Municipality's residential and commercial customers to help ease the financial burdens caused COVID-19.

C. Municipality seeks to provide the same one-time discount of twenty percent (20%) on water bills for the month of May 2020 to those residential and commercial customers within Municipality's jurisdictional boundaries whose water utility services are provided by County.

D. Municipality seeks, and County is amenable, to reimburse County for the costs of a one-time discount of twenty percent (20%) on water charges for the month of May 2020 for said customers.

E. Municipality, through formal action of its governing body taken on the 28th day of April 2020, has accepted responsibility for costs of reimbursing County.

F. Municipality has authorized the appropriate municipal officers to execute this Agreement.

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

1. SCOPE OF SERVICES. The County shall: (i) identify those residential and commercial customers located in Municipality's jurisdictional boundaries who receive water utility services from the County ("the Affected Customers") and (ii) apply a one-time discount of twenty percent (20%) on water bills – including potable irrigation charges, potable water volume charges, and potable water minimum monthly charges – for all such customers for May or June 2020, depending on the Affected Customers' billing cycle ("the Discount"). For Affected

Customers who receive their bill on the last week of the month, the Discount will be reflected on those Affected Customers' May 2020 billing from County contingent upon the timely execution of this Agreement. For Affected Customers who are billed at the beginning of each month, the Discount will be reflected on those Affected Customers' June 2020 billing from County. The Discount will not reduce late fees incurred by any Affected Customer(s).

2. REIMBURSEMENT. In exchange for County's services described above, Municipality shall reimburse County for the total cost of the Discount. County shall calculate the total cost of the Discount to all the Affected Customers and submit an invoice to Municipality. The amount invoiced to Municipality shall not exceed the total cost of the Discount. Municipality is obligated to pay County the amount invoiced. In the event Municipality disputes the invoiced amount, Municipality shall first pay the full amount of the disputed charges when due, and shall, within thirty (30) days from the date of the receipt of the invoice, give written notice of the dispute to County. The notice of dispute shall state the amount in dispute and set forth a full statement of grounds on which such dispute is based. The Parties agree to work in good faith to settle the dispute. In the event the Parties cannot settle the dispute within sixty (60) days from the date of the receipt of the invoice, Municipality may pursue any remedy available at law except withholding payment.

3. TERMINATION. This Agreement may be terminated by County, through the Broward County Board of County Commissioners (the "Board"), with or without cause and at any time during the term hereof, upon thirty (30) days' written notice to Municipality.

4. INDEMNIFICATION OF COUNTY. County and Municipality 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.

The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

5. WAIVER. Failure of County to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right; but the same will remain in full force and effect. None of the conditions, covenants, or provisions of this Agreement will be waived or modified by the Parties unless done so in writing as provided for in paragraph 9 below.

6. NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, together with a contemporaneous email, addressed to the party for whom it is intended at the place last specified. The manner in which and persons to whom notice may be provided will remain the same unless and until changed in writing in accordance with this article. The Parties respectively designate the following persons for receipt and issuance of notice:

For County:
County Administrator
Governmental Center,
Suite 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

with a copy to:
Alan W. Garcia, PE, Director
Water & Wastewater Services
2555 W. Copans Road,
Pompano Beach, FL 33069

For Municipality:
Greg Harrison, City Manager
100 East Atlantic Blvd.
4th Floor
Pompano Beach, FL 33060
(954) 786-4069

7. ENTIRE AGREEMENT. This Agreement embodies the entire agreement between the Parties. It may not be modified or terminated except as provided in this Agreement. If any provision is invalid, it will be considered deleted from this Agreement, and such deletion will not invalidate the remaining provisions.

8. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement must 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 will 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 will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO**

A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

9. 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 the Board and the Parties or others delegated authority or otherwise authorized to execute same on their behalf.

10. INCORPORATION BY REFERENCE. The parties acknowledge the truth and accuracy of each recital clause set forth above.

11. REPRESENTATION OF AUTHORITY. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12. MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties 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 City of Pompano Beach, signing by and through its Mayor, 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

Mayor
_____ day of _____, 2020

Approved as to form by
Andrew J. Meyers Broward
County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Matthew Haber (Date)
Assistant County Attorney

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

AGREEMENT BETWEEN BROWARD COUNTY, AND CITY OF POMPANO BEACH FOR REIMBURSEMENT OF ONE-TIME WATER BILL REDUCTION.

MUNICIPALITY

ATTEST:

CITY OF POMPANO BEACH

DocuSigned by:
Asceleta Hammond
775D4290316A490...
Asceleta Hammond
City Clerk

DocuSigned by:
Rex Hardin
502CB780EB3F480...
Rex Hardin
Mayor

7th day of May, 2020

(Corporate Seal)



DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
Gregory P. Harrison
City Manager

7th day of May, 2020

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...
Mark E. Berman
City Attorney