

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT
LAUDERDALE AND THE CITY OF WILTON MANORS TO
INSTALL AN INTERCONNECT (STUB-OUT) TO CITY OF FORT
LAUDERDALE FORCE MAIN LOCATED AT NE 15 AVENUE AND
NE 18 STREET**

THIS INTERLOCAL AGREEMENT (“Agreement”), is made and entered into on this _____ day of _____, 2021 by and between:

CITY OF WILTON MANORS
a municipal corporation
200 Wilton Drive
Wilton Manors, FL 33305
(hereinafter referred to as “WILTON MANORS”) and

CITY OF FORT LAUDERDALE
a municipal corporation
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
(hereinafter referred to as "FORT LAUDERDALE")

WHEREAS, WILTON MANORS is authorized by law to provide wastewater treatment and collection services to the public within its geographical area; and

WHEREAS, FORT LAUDERDALE is authorized by law to provide wastewater treatment and collection services to the City of WILTON MANORS.

WHEREAS, WILTON MANORS and FORT LAUDERDALE desire to enter into an Agreement to install a force main interconnect (“Stub-Out”) for a WILTON MANORS future connection to FORT LAUDERDALE’s 42-inch diameter force main located at NE 15 Avenue and NE 18 Street;

WHEREAS, it will be beneficial to both Parties to construct a stub-out at a mutually agreed location with the costs to be equally divided between WILTON MANORS and FORT LAUDERDALE; and

WHEREAS, the Parties desire to enter into this Agreement under the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.01, et al., Florida Statutes; and

WHEREAS, both WILTON MANORS and FORT LAUDERDALE mutually recognize that it is in the best interest of the citizens of WILTON MANORS and FORT LAUDERDALE to install the stub-out which will provide for efficiencies in the wastewater treatment and collection system.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the Parties expressly covenant and agree as follows:

SECTION 1.

The above recitals are true and correct and are incorporated herein.

SECTION 2. DESCRIPTION OF STUB-OUT INSTALLATION

21 Both Parties agree that FORT LAUDERDALE contractor will complete the installation of the stub-out within the geographical area of FORT LAUDERDALE, at NE 15 Avenue and NE 18 Street for approximately 140 linear feet, and WILTON MANORS, at a future date, will continue the connection which will end at a lift station located within the geographical area of WILTON MANORS.

22 "Stub-Out" shall be defined as a connection made on a force main to receive wastewater flow from a location not included in the main path of the pipeline.

23 Location of Stub-Out: The Parties agree that the location of the Stub-Out shall be within the geographical area of FORT LAUDERDALE located at NE 15 Avenue and NE 18 Street for approximately 140 linear feet in a northern direction.

24 Scope of Work: Based on the design approved by both FORT LAUDERDALE and WILTON MANORS, the contractor will tie into the currently installed 42-inch diameter force main to create a Stub-Out to enable WILTON MANORS, at a future date, to directly connect a lift station located in its geographical area, to the 42-inch diameter force main located within the geographical area of FORT LAUDERDALE. The Stub-Out will be extended approximately 140 linear feet within FORT LAUDERDALE'S geographical area in a northbound direction on NE 15 Avenue from NE 18 Street and will be capped. At the time of formal connection unto the Stub-Out by WILTON MANORS, FORT LAUDERDALE will install a device to measure the sewer volume flowing from City of Wilton Manors into the large user system. The meter reads from the sewer flow measuring device will be used to bill the City of Wilton Manors monthly pursuant to the Large User Wastewater Agreement.

25 Maintenance and Repair: Maintenance and repair of the Stub-out shall be assigned as follows:

- (a) The Parties acknowledge and agree that the cost of all repairs related to the Stub-Out and attached force main shall be the responsibility of either Party based on the geographic location where the repair is needed.

26 Contractors: The Parties shall secure contactors pursuant to applicable State law or City Code provisions and require the following provisions to be included in any construction contract or subcontract for the Stub-Out Installation:

- (a) Indemnify and hold harmless the City of Fort Lauderdale and the City of Wilton Manors, their elected and appointed officials, their officers, agents, and employees, from and

against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys, and other professionals, and all Court or other dispute resolution costs), liabilities, expenditures, or causes of action of any kind (including negligent, reckless, or willful or intentional acts or omissions of the Contractor or subcontractor, any agent of them, and any person or organization directly or indirectly employed by them or anyone for whose acts any of them may be liable), arising from, relative to, or caused by the performance of the work to construct the stub-out facilities. Such indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from: (a) any act, omission or default of the Contractor or subcontractor, any agent of them, and any person or organization directly or indirectly employed by them or anyone for whose acts any of them may be liable, (including negligent, reckless, willful or intentional acts or omissions); (b) any and all bodily injuries, sickness, disease or death; (c) injury to or destruction of tangible property, including the loss of use resulting therefrom; (d) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the utilities facilities; (e) and the violation of any federal, state, county or City laws, by-laws, ordinances or regulations by the Contractor or subcontractor, any agent of them, and any person or organization directly or indirectly employed by them or anyone for whose acts any of them may be liable.

This paragraph shall survive termination of this Agreement.

(b) INSURANCE

The required insurance coverage shall be written in accordance with the hazards and magnitude of this project, but in no circumstance a lesser coverage amount nor more restrictive than the limits of liability and schedule of coverage's described herein. Insurance requirements should be tailored to the type of contracted services proposed.

The Contractor(s) and or its subcontractors/subcontractors shall procure and maintain during the term of this project, insurance of the types and in the minimum amounts stated below or a public construction bond pursuant to § 255.05 Florida Statutes equal to the value of the job to guarantee the work will be done per the specifications on a timely basis and that all subcontractors, laborers, and materialmen shall be paid.

(c) INTENDED 3RD PARTY BENEFICIARY

The Parties acknowledge that WILTON MANORS is an intended third-party beneficiary of the construction agreement between the CITY and contractor, Murphy Pipeline Contractors, Inc.

SECTION 3. TERM OF AGREEMENT

This Agreement shall become effective upon approval of both Parties and remain in effect for the duration of construction and upon completion, plus one (1) year warranty.

3.1 Construction and Construction Management of Stub-Out:

- (a) The Parties agree to design and construct a Stub-out for future use by

WILTON MANORS enabling for efficiency of the wastewater systems for both Parties. The contractor shall bill each party for fifty percent (50%) of the total cost of construction related to the Project.

- (b) FORT LAUDERDALE and WILTON MANORS acknowledge that the estimated total construction cost is **\$167,543.28**.

SECTION 4. QUALITY OF STUB-OUT

Both Parties agree and represent to each other that construction of stub-out and subsequent attachments are completed in accordance with existing State and Federal regulations and standards and issued permits.

SECTION 5. INDEMNIFICATION AND INSURANCE

5.1 WILTON MANORS agrees, to the extent provided by law, to indemnify and hold harmless FORT LAUDERDALE and all its officers and employees from any loss, damage, or injury to persons or property arising from WILTON MANORS' negligence or WILTON MANORS' failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names FORT LAUDERDALE as a Party defendant and claims negligence on the part of a WILTON MANORS employee, FORT LAUDERDALE shall be held harmless as to all costs and expenses associated with the litigation related to that claim, including but not limited to costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. Nothing herein shall be deemed a waiver by WILTON MANORS of its immunities provided by law, including those set forth in Section 768.28, Florida Statutes.

5.2 FORT LAUDERDALE agrees, to the extent provided by law, to indemnify and hold harmless WILTON MANORS and all its officers, elected or otherwise, and employees from any loss, damage, or injury to persons or property arising from FORT LAUDERDALE'S negligence or FORT LAUDERDALE'S failure to comply with all the terms and conditions of this Agreement. If a claim is litigated and names WILTON MANORS as a Party defendant and claims negligence on the part of a FORT LAUDERDALE employee, WILTON MANORS shall be held harmless as to all costs and expenses associated with the litigation, related to that claim, including but not limited to, costs, attorneys' fees, paralegal expenses, attorneys' fees on appeal, monies paid in settlement or monies paid to satisfy any judgment obtained herein. Nothing herein shall be deemed a waiver by FORT LAUDERDALE of its immunities provided by law, including those set forth in Section 768.28, Florida Statutes.

5.3 The Parties shall each individually maintain throughout the term of this Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing herein is intended to serve as a waiver by either Party of sovereign immunity or of Section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either governmental entity to be sued by third parties in any matter arising out of this Agreement.

SECTION 6. TERMINATION

Either Party may terminate this Agreement upon sixty (60) calendar days written notice to the other Party prior to the start of construction.

SECTION 7. COMPLIANCE WITH LAWS

FORT LAUDERDALE and WILTON MANORS shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

SECTION 8. GOVERNING LAW AND WAIVER OF JURY TRIAL

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida. Venue for any action to enforce the terms of this Agreement shall be brought in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County, Florida. Both Parties expressly waive a trial by jury of all issues so triable under this Agreement.

SECTION 9. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the Parties relating to the subject matter hereof superseding all prior communications between the Parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both Parties. The failure of a Party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

SECTION 10. SEVERABILITY

Should any part, term or provision of this Agreement be determined by the courts to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

SECTION 11. NOTICES

12.1 All notices and other communications required or permitted under this Agreement shall be in writing and given by:

12.2 hand delivery;

12.3 registered or certified mail, return receipt requested;

12.4 overnight courier; or

12.5 email to:

WILTON MANORS:

David J. Archacki
EM/Utilities Director
2020 Wilton Drive, Wilton Manors, FL 33305
Telephone: 954-390-2129 Email: darchacki@wiltonmanors.com

FORT LAUDERDALE:

Talal Abi-Karam
Interim Public Works Director
100 N. Andrews Avenue, Fort Lauderdale, FL 33301
Telephone: 954-828-5299 Email: tabi-karam@fortlauderdale.gov

or to such other address as either Party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered:

- (a) on the date delivered if by personal delivery or overnight courier,
- (b) on the date upon which the return receipt is signed or delivery is refused, or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and
- (c) on the date of transmission with confirmed read receipt if by email.

SECTION 12. FILING AND EFFECTIVE DATE

This Agreement is an Interlocal cooperation agreement entered into pursuant to Section 163.01, Florida Statutes. It shall become effective upon being filed with the Clerk of the Circuit Court of Broward County, Florida, pursuant to Section 163.01(11), Florida Statutes. The Parties shall be jointly responsible for filing this Agreement with the Clerk of the Circuit Court of Broward County and shall equally share the cost for all such recording fees associated with same.

SECTION 13. INTERPRETATION

This Agreement shall be interpreted as drafted by both Parties hereto equally.

SECTION 14. BINDING AUTHORITY

Each person signing this Agreement warrants that he or she has full legal authority to execute this Agreement on behalf of either party and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 15. INDEPENDENT CONTRACTOR

WILTON MANORS and FORT LAUDERDALE are separate legal entities and for purposes of this Agreement; each is an independent contractor under this Agreement. Services provided by each Party pursuant to this Agreement shall be subject to the supervision of that party. In providing such services, each Party, its respective officers, employees, or agents are not authorized to and shall not act as officers, employees or agents of the other party. Neither Party extends to the other party or its respective agents any authority of any kind to bind it in any respect whatsoever.

SECTION 16. PUBLIC RECORDS.

The Parties shall comply with all public records requirements of Chapter 119, Florida Statutes, as may be required by law.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO A PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE FORT LAUDERDALE CUSTODIAN OF PUBLIC RECORDS, _____, OR THE CITY OF WILTON MANORS, CITY CLERK 2020 WILTON DRIVE WILTON MANORS, FLORIDA 33305 (954) 390-2123 CITYCLERK@WILTONMANORS.COM.

SECTION 17. THIRD PARTY BENEFICIARIES.

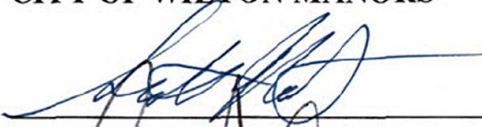
Neither Party intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year hereinabove written.

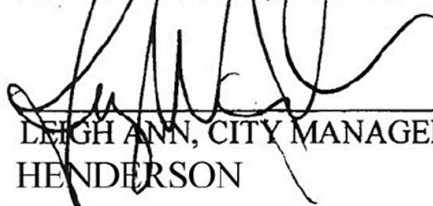
Attest:



FAITH LOMBARDO, CITY CLERK

CITY OF WILTON MANORS


SCOTT NEWTON, MAYOR



LEIGH ANN, CITY MANAGER
HENDERSON



APPROVED AS TO FORM:

/s/ Kerry A. Ezrol

KERRY EZROL, CITY ATTORNEY

CITY OF FORT LAUDERDALE

14 day of September 2021

CHRISTOPHER J. LAGERBLOOM
CITY MANAGER

JEFFREY A. MODARELLI, CITY CLERK

APPROVED AS TO FORM:

ALAIN E. BOILEAU, CITY ATTORNEY

RHONDA MONTOYA HASAN
ASSISTANT CITY ATTORNEY