

DRAFT – 01/09/2017

**AGREEMENT BETWEEN BROWARD COUNTY AND _____
FOR _____ TO INSTALL WATER AND SEWER SERVICE LATERALS
ON PRIVATE PROPERTY**

This is an Agreement ("Agreement"), made and entered by and between Broward County, a political subdivision of the State of Florida (the "County") and _____, the fee simple owner of the property located in Broward County at _____ ("Owner") (collectively referred to as the "Parties").

RECITALS

WHEREAS, the County provides water and sewer services to utility customers in portions of the Broward Municipal Services District; and

WHEREAS, Owner is the fee simple owner of a property located at _____ ("Private Property") in Broward County, Florida within the Broward Municipal Services District served by Broward County; and

WHEREAS, the residential home or business located on the Private Property is not yet connected to the County's water and wastewater systems (the "System"); and

WHEREAS, it is in the public's interest to facilitate the connection of all properties located within the Broward Municipal Services District to the System to both distribute the shared economic burden of the System across more users and to reduce the potential environmental harms stemming from the use of septic tanks, and to improve water quality by connection to a public water supply system; NOW, THEREFORE

IN CONSIDERTION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.2 **Completion.** The date on which the final certificate of completion is issued to the Neighborhood Contractor by the Contract Administrator.
- 1.3 **Contract Administrator.** The Director of Broward County Water and Wastewater Services, or designee.
- 1.4 **Connection of Services.** The completion of the installation of the water service line from the water meter to the house connection and the installation of the sewer service lateral from the sewer cleanout to the house connection.
- 1.5 **County Administrator.** The administrative head of County appointed by the Board.

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1.6 **Neighborhood Contractor.** The general contractor under contract with the County to install both water and sewer service laterals from the County's connection point to the physical structure, as described in detail below in Article 2.

1.7 **Private Property.** The parcel identified and described on **Exhibit A**, which is attached hereto, incorporated herein, and lying and being in Broward County, Florida.

ARTICLE 2. WORK PERFORMED

2.1 **Improvements.** Neighborhood Contractor is authorized to install water and sewer laterals from the property line to the physical home or business on the property (the "Improvements"). The specific Improvements, and the cost thereof, are more particularly described on **Exhibit B**, which is attached hereto and incorporated herein.

2.2 **Easement.** Owner hereby grants an easement to Neighborhood Contractor and any necessary County representative(s) to enter upon the entire lot of the Private Property and (a) excavate trenches and backfill the trenches with any necessary adjustments for grading and (b) install water and sewer service laterals as prescribed by the construction plans of the Improvements.

2.2.1 **Condition of Easement.** The Easement described in Section 2.2 is granted upon the condition that the excavation and pipe installation on the Private Property will not exceed the limits necessary to install the improvements and all restoration conforms to all existing structural improvements within the construction limits, and all work is performed in such a manner that the existing structural improvements will not be damaged.

2.2.2 **Expiration of Easement.** The Easement described in this Section expires upon one year after Completion.

2.3 **Right-of-Entry.** Owner hereby grants and gives, freely and without coercion, the right of access and entry to the Private Property to the County, and its employees, agents, contractors or subcontractors thereof, including but not limited to the Neighborhood Contractor, for any of the following reasons, as is necessary: installation of the Improvements, mobilization relating to installing the Improvements; restoration of sod and landscaping on the Private Property. The limits of the right to entry shall only exist for the property and does not include rights of entry into the building structure. The right of access and entry shall end upon one year after Completion.

ARTICLE 3. PAYMENT

3.1 **General Payment.** In exchange for the Improvements, Owner shall pay the County the total actual cost for the installation of the Improvements (the "Payment"), as outlined in **Exhibit B**. The Payment shall be made in one of the following payment ways (please check one box):

- ☐ **Payment in Full.** County shall send a bill to the Owner for Payment in full within sixty (60) days of Connection of Services by the Neighborhood Contractor. Owner shall send payment to the County within thirty (30) days of receipt of the bill. .

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- ☐ **Monthly Payment Option.** The Payment will be divided into \$ _____ monthly payments over one hundred and eighty (180) months (the "Monthly Service Charge"), with each monthly payment being added as a service charge to the Owner's monthly water and sewer bill, as outlined in Broward County Administrative Code, Section 38.18q15. The Monthly Service Charge will be in addition to, and not in place of, Owner's charge for water and sewer services. For this option, within sixty (60) days of Connection of Services by the Neighborhood Contractor, County shall begin including the Monthly Service Charge on the Owner's monthly water and sewer bill.

If the Owner elects to pay in full and then does not pay in full within sixty (60) days of billing, the payment plan will default to the monthly payment option upon written notice to the Owner.

3.2 **Lien.** Pursuant to § 153.67, Florida Statutes (2016), if Owner elects the Monthly Payment Option identified in Section 3.1 above, and Owner fails to pay the Monthly Service Charge, any unpaid portion of the Monthly Service Charge and all interest accruing on the unpaid portion of the Monthly Service Charge shall be a lien on the Private Property. Such lien shall be superior and paramount to the interest on the Private Property of the Owner, any lessee, tenant, mortgagee or other person except the lien of County taxes, and shall be on parity with the lien of any such County taxes. If any Monthly Service Charge is not paid when due and remains in default for thirty (30) days or more, the unpaid balance thereof and all accrued interest may be recovered by the County in a civil action in the Seventeenth Judicial Circuit in Broward County, Florida, and any such lien and accrued interest may be foreclosed or otherwise enforced by the County by action or suit in equity in the Seventeenth Judicial Circuit in Broward County, Florida as for the foreclosure of a mortgage on real property.

ARTICLE 4. WARRANTY

As part of the contract between the County and the Neighborhood Contractor, the Neighborhood Contractor has provided a one-year warranty for all labor and materials associated with the Improvements and work described in Section 2.1 above. During the course of construction, the Neighborhood Contractor shall own the Improvements. Upon Connection of the Service and certification of the connection completion to the Neighborhood Contractor, the Owner shall begin ownership of the Improvements. The one-year warranty begins on the date of the Connection of the Service.. After the one-year warranty expires, the Owner is responsible for all maintenance and repairs to the Improvements and any liabilities of the Improvements.

ARTICLE 5. HOLD HARMLESS

Owner shall at all times hereafter hold harmless County from and against any and all causes of actions, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of, Owner, its agents, employees, servants, or officers, or Neighborhood Contractor, its employees, agents, servants, or

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officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

ARTICLE 6. OTHER PROVISIONS

6.1 **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 Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT OWNER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

6.2 **Representation of Authority.** Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or 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.

6.3 **Compliance with Laws.** Owner shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement to Install Water and Sewer Laterals on Private Property: 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 _____, in its individual capacity.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its County Administrator or designee

Deputy Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
County Administrator
____ day of _____, 20__

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

By _____
Angela F. Benjamin (Date)
Assistant County Attorney

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

OWNER

By: _____

Print Name: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Print Name:
Notary Public, State of
Commission No.

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EXHIBIT 'A'

Legal Description

Lot 13 IN Block 14 of HILLSBORO PINES SECTION "C", according to the plat thereof record in Plat Book 47, Page 2 of the Public Records of Broward County, Florida; said lands situate, lying and being in Broward County, Florida.

SAMPLE

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EXHIBIT 'B'

Estimated Improvement Costs

Item	Unit	Quantity	Cost/unit	Total
Mobilization/Demobilization and Bonds/Insurance	Ea.	1	\$338.89	\$338.89
Water Service Installation	L.F.	65	\$5.25	\$341.25
Sewer Service Installation	L.F.	70	\$12.50	\$875.00
Septic Tank Abandonment	Ea.	1	\$1,030.00	\$1,030.00
			Grand Total	\$2,585.14