

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND TOWN OF DAVIE
TO FUND THE DESIGN OF A REGIONAL BIOSOLIDS SOLUTIONS FACILITY**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and the Town of Davie, a municipal corporation of the State of Florida (“Design Participant”) (each a “Party” and collectively referred to as the “Parties”) for the purpose of jointly funding a design for a regional biosolids management facility

RECITALS

A. The processing and disposal of biosolids, especially Class B biosolids, from domestic wastewater has long posed a significant challenge for utilities in South Florida, with current disposal methods limited to land application and disposal at landfills.

B. Recognizing the need for a more sustainable and cost-effective approach, Broward County Water and Wastewater Services assembled a coalition of utilities to explore regional solutions for biosolids management.

C. A regional approach offers the potential for economies of scale, enhanced resource sharing, and broader public support across multiple jurisdictions, thereby reducing the risks and challenges associated with an individual utility’s biosolids management strategies.

D. The following utilities have been collaborating to explore such regional solutions: Broward County Water and Wastewater Services, Coral Springs Improvement District, the Town of Davie, and the cities of Cooper City, Fort Lauderdale, Hollywood, Margate, Miramar, Pembroke Pines, Plantation, and Sunrise (collectively, the “Regional Biosolids Solutions Working Group”).

E. The members of the Regional Biosolids Solutions Working Group entered into an interlocal agreement (“Study ILA”) to jointly fund a feasibility study (“Study”) for the development of one or more regional facilities to manage biosolids. The Phase 1 portion of the Study was completed on May 1, 2024, and the Phase 2 portion of the Study was completed on April 16, 2025.

F. The Study provided the Regional Biosolids Solutions Working Group with valuable information concerning the feasibility of constructing a regional biosolids management facility, including viable methods of biosolids processing and disposal.

G. The Parties acknowledge that the next phase in the regional effort is to design such a regional biosolids management facility.

H. This Agreement is the second of three planned interlocal agreements among the members of the Regional Biosolids Solutions Working Group, with the third anticipated

agreement to address the construction and operation of the proposed regional biosolids management facility.

I. The Parties now desire to enter into this Agreement to contribute funds for the design of the proposed regional biosolids management facility consistent with the findings of the Study and the goals of the Regional Biosolids Solutions Working Group.

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

ARTICLE 1. DEFINITIONS

- 1.1. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.
- 1.2. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.3. **Biosolids** means the solid, semisolid, or liquid residue generated during the treatment of domestic wastewater in a domestic wastewater treatment facility, formerly known as “domestic wastewater residuals” or “residuals.” The following are not included in the term: treated effluent or reclaimed water from a domestic wastewater treatment plant; solids removed from pump stations or lift stations; screenings or grit removed from the preliminary treatment components of domestic wastewater treatment facilities; other solids as defined in Chapter 62-640.200(30), Florida Administrative Code; and ash generated during the incineration of biosolids. The term does include products and treated material from biosolids treatment facilities and septage management facilities regulated by the Florida Department of Environmental Protection.
- 1.4. **Code** means the Broward County Code of Ordinances.
- 1.5. **Contract Administrator** means the County Administrator, or such other person designated by the County Administrator in writing.
- 1.6. **Design** means the construction documents, and all other deliverables excluding construction management services, produced by Design Consultant pursuant to the Design Contract.
- 1.7. **Design Consultant** means the qualified vendor preparing the Design pursuant to a binding agreement with County.
- 1.8. **Design Contract** means the binding agreement between Design Consultant and County.
- 1.9. **Facility** means the regional facility intended to receive, treat, and volumetrically reduce Biosolids prior to distribution (for use or land application) or disposal.

1.10. **Liquid Biosolids** means any Biosolids that are less than twelve percent (12%) solids by weight, or that are determined to contain free liquids as defined by Method 9095B (Paint Filter Liquids Test), November 2004, as described in Test Methods for Evaluating Solids Wastes, Physical/Chemical Methods (EPA Pub. No. SW-846), January 3, 2008, 73 Fed. Reg. 486.

1.11. **Reserve Capacity** means the fraction of the Facility's total capacity, expressed in WTPY, reserved by Design Participant for the treatment of Biosolids from Design Participant's Source Facility(ies). Reserve Capacity is based on the annual daily average of Biosolids that Design Participant intends to deliver to the Facility, as determined by the results of the Study and as further described in Article 5.

1.12. **Source Facility** means a facility that will send Biosolids to the Facility for treatment and volumetric reduction prior to distribution (for use or land application) or disposal.

1.13. **WTPY** means wet tons per year.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and fully incorporated herein:

Exhibit A	Example Calculation of Design Participant's Share of Design Cost
Exhibit B	Biosolids Quality Specifications

ARTICLE 3. TERM

3.1. **Term.** The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall continue in perpetuity, unless earlier terminated pursuant to the terms of this Agreement.

ARTICLE 4. FINANCIAL OBLIGATIONS OF THE PARTIES; TIME FOR PERFORMANCE

4.1. **Design Cost.** The total amount invoiced by Design Consultant to County, pursuant to the Design Contract, is hereinafter referred to as the "Design Cost." Design Participant acknowledges that the Design Cost will include, without limitation, the Design of the Facility and any required appurtenances to the Facility. The Design Cost will not exceed Fifty Million and 00/100 Dollars (\$50,000,000).

4.2. **Payment.** County will pay Design Consultant. Design Participant will reimburse County for Design Participant's share of the Design Cost pursuant to Section 4.4 of this Agreement.

4.3. **Time for Performance.** Based on Design Consultant's progress, County will invoice Design Participant approximately every six (6) months, starting from the date the notice to proceed is issued under the Design Contract, for a portion of Design Participant's share of the Design Cost. Design Participant will issue payment in full to County within forty-five (45) days after the invoice date or be liable to County for interest on the unpaid balance at the maximum rate allowable

pursuant to Applicable Law. Upon completion of the Design, County will invoice Design Participant for the remaining balance of Design Participant's share of the Design Cost.

4.4. Division of Design Cost. Design Participant's share of the Design Cost will be calculated by multiplying the total Design Cost by the fraction of the Facility's total capacity reserved by Design Participant. The simplified calculation is illustrated below:

$$\text{Design Participant's share of the Design Cost} = \text{Design Cost} \times \frac{\text{Reserve Capacity (in WTPY)}}{\text{Facility's total capacity (in WTPY)}}$$

A detailed example of the calculation to determine Design Participant's share of the Design Cost is provided in **Exhibit A**, which is incorporated herein by reference. Design Participant's Reserve Capacity is further addressed in Section 5.1 of this Agreement.

ARTICLE 5. DESIGN AND FACILITY-RELATED OBLIGATIONS OF THE PARTIES

5.1. Reserve Capacity. Design Participant hereby reserves **6000** WTPY as its Reserve Capacity at the Facility.

5.1.1. Commitment of Biosolids from Source Facility(ies). By executing this Agreement, Design Participant agrees to deliver each year, in compliance with Article 6, a quantity of Biosolids at least equal to seventy-five percent (75%) of its Reserve Capacity to the Facility, subject to: (i) completion of the Facility's construction; and (ii) written notice from County confirming the Facility has reached full operational status. County anticipates a ramp-up period between construction completion and full operational status.

5.1.2. Limit on County's Service Obligation. Upon the Facility's construction, including after the Facility has reached full operational capacity, County's annual obligation to accept Biosolids at the Facility from Design Participant will be limited to the Reserve Capacity. Nothing in this Agreement: (i) entitles Design Participant to deliver to the Facility quantities of Biosolids exceeding Design Participant's Reserve Capacity; or (ii) prevents the Parties from entering into future agreements to address larger quantities of Biosolids.

5.1.3. Future Agreements. If the Parties later enter into an interlocal agreement for the construction, operation, and maintenance of the Facility, that agreement will address the specific daily processing quantities and other operational terms, including any daily limits on deliveries of Biosolids.

5.2. Reserve Capacity Modification.

5.2.1. Requirement for Modification. Subject to Contract Administrator's written approval, Design Participant may modify its Reserve Capacity only if another member of the Regional Biosolids Solutions Working Group agrees either to: (i) accept a portion of

Design Participant's Reserve Capacity, or (ii) transfer a portion of its own Reserve Capacity to Design Participant.

5.2.2. Requirements for Approval. Contract Administrator's written approval of a requested modification to Reserve Capacity is contingent upon, among other matters, receipt of the following: (i) payment by the receiving member of the Regional Biosolids Solutions Working Group of all applicable principal, interest, and bond coverage charges associated with the additional Reserve Capacity; and (ii) a complete material classification of the Biosolids to be delivered by the receiving member of the Regional Biosolids Solutions Working Group.

5.3. Design Requirements and Planning Input. This section sets forth the requirements for Design Participant's projection of future Biosolids treatment needs and how those projections will be used by County to size and plan the Design.

5.3.1. Design Participant's Future Biosolids Projections. Within twenty-one (21) days after the Effective Date of this Agreement, Design Participant will submit a written projection of its anticipated Biosolids treatment volumes for a twenty (20)-year period, stated in annual daily average of WTPY. Design Participant's projection will be based on the Study results and the best available knowledge.

5.3.2. Purpose. County will use the above-referenced information to inform the Design. Design Participant acknowledges that County will balance this information against other considerations including, without limitation, the Design Cost, the economic feasibility of the Design, and the operational requirements of the Facility.

5.4. Oversight of Design Consultant, Design, and Facility. Design Participant acknowledges that entry into this Agreement does not grant any ownership right in the Facility. The Parties hereby agree that, subject only to rights expressly and specifically granted to Design Participant in this Agreement, County will have sole and exclusive oversight, authority, and discretion over the Design, administration, operation, and maintenance of Facility, including, without limitation, the sole authority to establish the annual budget; set and amend service fees, rates, and other charges, as provided in the Code; and make all decisions relating to the efficient operation and maintenance of the Facility. County will also have sole and exclusive authority over the selection, oversight, direction, and management of Design Consultant. County may revise the Design Contract schedule in its sole and exclusive discretion, including, without limitation, for delays caused by Design Consultant or delays in obtaining required approvals from regulatory agencies.

ARTICLE 6. BIOSOLIDS STANDARDS

6.1. Biosolids Quality and Compliance Requirements. Design Participant shall deliver to the Facility only those Biosolids that meet the quality specifications set forth in **Exhibit B**, which is attached hereto and incorporated by reference.

6.2. Sampling. The Parties each have the right to collect and analyze samples of Biosolids delivered to the Facility. All sampling and analysis shall comply with all Applicable Law, including, without limitation, the following:

- (i) Florida Administrative Code Chapter 62-160;
- (ii) 40 CFR Part 503; and
- (iii) All permits issued for the Facility.

6.3. Reporting and Required Notices. Beginning in 2026, Design Participant shall:

- (i) Submit to County, no later than June 1 of each year, a list of known industrial waste producers as of May 1 of the same year;
- (ii) Provide copies of NPDES Form 6100-035, or equivalent data, no later than July 1 of each year; and
- (iii) Notify County within forty-eight (48) hours after any current changes, and at least thirty (30) days in advance of any planned changes, that may affect the characteristics or quality of the delivered Biosolids. Such changes include, but are not limited to, modifications to headworks, treatment processes, chemical usage, dewatering methods, service area expansion, increased influent flow, or the addition of new significant industrial users.

6.4. Compliance and Enforcement. If Biosolids delivered by Design Participant fail to meet the requirements of this Agreement or if such Biosolids impede the operation of the Facility, County may:

- (i) Issue a thirty (30) day written notice directing Design Participant to cease noncompliant practices;
- (ii) Require full compliance within ninety (90) days after such notice, after which County may reject further deliveries if compliance is not achieved;
- (iii) Require Design Participant to reimburse County for any damages, costs, and expenses incurred in achieving compliance or performing corrective actions.

6.5. Additional Design Participant Obligations. Design Participant shall ensure any and all Source Facilities under its control comply with Applicable Law, including any laws or regulations that are or may become applicable to County's Biosolids processing obligations. As necessary to meet the objectives of this Agreement, Design Participant shall also adopt, enact, and enforce such rules, regulations, or ordinances as necessary to prevent discharges by its users that would render its Biosolids noncompliant with this Agreement. Certified copies of such rules or ordinances shall be submitted to County within ninety (90) days of the Effective Date.

6.6. Exceptional or Unusual Biosolids. The Parties may enter into separate agreements for the acceptance of Biosolids of unusual character. Such agreements shall include any additional terms, conditions, or charges for Biosolids not meeting the requirements of this Agreement.

ARTICLE 7. SOVEREIGN IMMUNITY

The Parties are entities subject to Section 768.28, Florida Statutes, as amended, and agree to be fully responsible for the negligent or wrongful acts and omissions of their respective agents or employees to the extent and limits provided under Applicable Law, and for all claims and damages, to the extent and limits provided in Section 768.28, Florida Statutes, arising from the actions of their respective agents or employees.

Nothing herein is intended to serve as a waiver of sovereign immunity by either Party. The Parties acknowledge that the foregoing shall not constitute an agreement by either Party to indemnify the other and that 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 of this Article 7 shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8. TERMINATION

8.1. County's obligations under this Agreement are subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes.

8.2. Termination for Cause. This Agreement may be terminated for cause, via written notice of termination, by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. Notwithstanding the foregoing, this Agreement may not be terminated by Design Participant after County has entered into the Design Contract.

Unless otherwise stated in this Agreement, termination for cause by County must be by action of the Board or by the County Administrator subject to subsequent ratification by the Board. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience effective thirty (30) days after notice of termination was provided.

8.3. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days' advance written notice to Design Participant. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

8.4. Notice of termination shall be provided in accordance with the “Notices” section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.5. In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity.

ARTICLE 9. MISCELLANEOUS

9.1. Grant Application Cooperation. The Parties shall cooperate with each other to provide all information necessary for federal, state, or local funding opportunities related to the Design or the Facility.

9.2. Nondiscrimination. No Party may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Design Participant shall include the foregoing or similar language in its contracts with all subcontractors.

9.3. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Design Participant to manage and supervise the performance of this Agreement. Any determination by the Contract Administrator that this Agreement authorizes the Contract Administrator to make shall be binding on the Parties. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement.

9.4. Public Records. The Parties agree and stipulate that both Parties are subject to Florida public records laws and shall fully comply with same. At the request of County, Design Participant shall, in accordance with applicable law, respond to any request for public records received by County relating to the Project. Any other public records request shall be responded to by the receiving party. Each Party shall cooperate upon request by the other Party and provide any requested records to enable the Party to respond to a public records request.

Design Participant must separately submit and conspicuously label as “RESTRICTED MATERIAL – DO NOT PRODUCE” any material (a) that Design Participant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Design Participant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, “Restricted Material”). In addition, Design Participant must, simultaneous with the submission of any Restricted Material, provide a sworn affidavit from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, Design Participant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Design Participant as

Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Design Participant, or the claimed exemption is waived. Any failure by Design Participant to strictly comply with the requirements of this section shall constitute Design Participant's waiver of County's obligation to treat the records as Restricted Material. Notwithstanding the provisions of Article 7 of this Agreement, Design Participant must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

9.5. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.

9.6. Independent Contractor. Nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties or between County and any Subcontractor. Neither Party nor its agents shall act as officers, employees, or agents of the other Party. Neither Party shall have the right to bind the other Party to any obligation not expressly undertaken by that Party under this Agreement.

9.7. Third-Party Beneficiaries. Neither Design Participant nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8. Notices. Unless otherwise stated herein, for notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County

Attn: County Administrator

115 South Andrews Avenue

Fort Lauderdale, Florida 33301

Email address: mcepero@broward.org

With a copy to:
Broward County
Attn: Water and Wastewater Operations Division
2555 West Copans Road
Pompano Beach, Florida 33069
Email address: mdarmanin@broward.org

With a copy to:
Broward County
Attn: County Attorney
115 South Andrews Avenue, Room 423
Fort Lauderdale, Florida 33301
Email address: ameyers@broward.org and mhaber@broward.org

FOR DESIGN PARTICIPANT:
Town of Davie
Attn: Town Administrator
8800 SW 36th Street
Davie, Florida 33328
Email address: rlemack@davie-fl.gov

With a copy to:
Town of Davie Utilities Operations
Attn: Utilities Director
7351 SW 30th Street
Davie, Florida 33314
Email address: dstambaugh@davie-fl.gov

With a copy to:
Town of Davie
Attn: Town Attorney
8800 SW 36th Street
Davie, Florida 33328
Email address: aweinthal@davie-fl.gov

9.9. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section (unless subsequently consented thereto in writing) shall be void and ineffective, constitute a breach of this Agreement, and permit a Party to immediately terminate this Agreement, in addition to any other remedies available to either Party at law or in equity, all such remedies being cumulative.

9.10. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, Regional Biosolids Solutions Design ILA

duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's or Design Participant's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

9.11. Verification of Employment Eligibility. Design Participant represents that Design Participant and each subcontractor have registered with and use 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 Design Participant violates this section, County may immediately terminate this Agreement for cause and Design Participant shall be liable for all costs incurred by County due to the termination.

9.12. Compliance with Laws. Design Participant must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations, and the requirements of any applicable grant agreements.

9.13. Representation of Authority. The Parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable obligation of each Party, that execution of this Agreement is within each Party's legal powers, and that each individual executing this Agreement is duly authorized by all necessary and appropriate action to do so on behalf of that Party and does so with full legal authority.

9.14. Severability. 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.

9.15. Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

9.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

9.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or

section shall prevail and be given effect.

9.18. 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall 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 shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, EACH OF DESIGN PARTICIPANT AND COUNTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.19. Amendments. Except as expressly authorized herein, no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Design Participant.

9.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.21. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.22. Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 20__ and Design Participant, signing by and through its Mayor duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20_

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

By _____
Matthew Haber (Date)
Senior Assistant County Attorney

By _____
Michael J. Kerr (Date)
Chief Counsel

MH/tb
Biosolids Design ILA 9-15-25
1169771

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND TOWN OF DAVIE
TO FUND THE DESIGN OF A REGIONAL BIOSOLIDS SOLUTIONS FACILITY**

DESIGN PARTICIPANT

Name: Town of Davie

ATTEST:

By: _____
Mayor

Town Clerk

Judy Paul

_____ day of _____, 20____

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

Town Attorney

EXHIBIT A
EXAMPLE CALCULATION OF DESIGN PARTICIPANT’S SHARE OF DESIGN COST

This Exhibit A provides an illustrative example of how a Design Participant’s share of the total Design Cost will be calculated.

1. Assumptions for Example Purposes Only

Design Cost (estimate)	\$50,000,000
Facility’s Total Design Capacity	270,465 wet tons per year (WTPY)
Reserve Capacity Purchased by Example Design Participant	7,200 WTPY
Facility’s Daily Capacity	741 wet tons per day (≈ 270,465 WTPY*)

*The daily capacity figure (741 wet tons/day) approximates the annual total capacity when multiplied by 365 days. Minor rounding differences may occur.

2. Formula

Design Participant’s share of the Design Cost is calculated as:

$$\text{Design Participant’s share of the Design Cost} = \text{Design Cost} \times \frac{\text{Reserve Capacity (in WTPY)}}{\text{Facility’s total capacity (in WTPY)}}$$

3. Step-by-Step Example Using 7,200 WTPY Reservation

Step 1. Fraction of Total Capacity Reserved:

$$7,200 \text{ WTPY} \div 270,465 \text{ WTPY} = 0.02662 (\approx 2.66\%)$$

Step 2. Design Cost Share

$$\$50,000,000 \times 0.02662 = \$1,331,000 \text{ (approx.)}$$

Thus, a Design Participant reserving 7,200 WTPY would pay an approximate total of \$1,331,000 toward the Design Cost, with payments made pursuant to Article 4.

4. Disclaimer

All assumptions, variables, and calculations in this Exhibit A, including, without limitation, the final Design Cost, Facility capacity, and Reserve Capacity, are provided solely for example purposes. They do not constitute representations, warranties, or binding commitments by any

Party.

The actual Design Cost, the Facility's final total capacity, and any Design Participant's Reserve Capacity will be determined by the executed Agreement, Design Contract, and final Design submitted by the Design Consultant.

[END OF EXHIBIT A]

EXHIBIT B BIOSOLIDS QUALITY SPECIFICATIONS

1. Biosolids Quality Requirements

All Biosolids delivered to the Facility must meet the following minimum quality specifications:

1. Minimum solids content of thirteen percent (13%) by weight on a daily basis, with a weekly average not less than fifteen percent (15%).
2. No lime-stabilized Biosolids will be accepted.
3. Stabilized sludge must meet Class B standards for vector attraction and pathogen reduction (Chapter 62-640, F.A.C.).
4. Biosolids must not interfere with the Facility's operations or the quality of end products.
5. Must be delivered in watertight, covered semi-truck or dump truck trailers, not exceeding twenty-five (25) wet tons per load.

2. Prohibited Materials

The following are not permitted:

1. Any Biosolids containing hazardous waste as defined by Chapter 62-730, F.A.C.
2. Any admixtures or foreign materials intended to artificially elevate solids content (e.g., sawdust).
3. Any Design Participant may be restricted or barred from the Facility if their Biosolids exceed the Class AA Parameter Concentrations (Pollutant Concentrations) or Ceiling Concentrations in Chapter 62-640 and 40 CFR Part 503 (Tables 1 and 2), as defined for the Class AA biosolids metal limits and listed below:

TABLE 1: Ceiling Concentrations	
POLLUTANT	CEILING CONCENTRATIONS (MILLIGRAMS PER KILOGRAM) DRY WEIGHT BASIS
Arsenic	75
Cadmium	85
Copper	4300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
Selenium	100
Zinc	7500

TABLE 2: Pollutant Concentrations	
POLLUTANT	MONTHLY AVERAGE CONCENTRATIONS (MILLIGRAMS PER KILOGRAM) DRY WEIGHT BASIS
Arsenic	41
Cadmium	39
Copper	1500
Lead	300
Mercury	17
Nickel	420
Selenium	100
Zinc	2800

4. The Facility shall only accept Biosolids as defined in Chapter 62-640 F.A.C.