UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FT. LAUDERDALE DIVISION

CASE NO.

CORRECTIONS CORPORATION OF AMERICA, a Maryland Corporation, CCA PROPERTIES OF AMERICA, LLC, a Tennessee Limited Liability Company,

Plaintiffs,

v.

CITY OF PEMBROKE PINES, a Florida Municipal Corporation,

Defendant.
_____/

COMPLAINT

Plaintiffs, CORRECTIONS CORPORATION OF AMERICA ("**CCA**") and CCA PROPERTIES OF AMERICA, LLC ("**CCA-LLC**"), by and through its undersigned attorneys, sues Defendant, CITY OF PEMBROKE PINES (the "**City**") and states:

1. This matter comes before the Court as result of the City Commission's decision to single out one property owner (CCA-LLC) by failing to provide water and wastewater[1] service to property abutting the City's jurisdictional boundary, after years of statements and conduct clearly and expressly manifesting the City's intent to provide such services to the property. The City Commission's decision is purely political, and amounts to an attempt to prevent CCA's intended use of the property as a detention facility for U.S. Immigration and Customs Enforcement ("**ICE**") or any other correctional facility, notwithstanding that this use is entirely consistent with

[1] Throughout this complaint, the words "wastewater" and "sewer" are used interchangeably and mean the same thing.

the applicable comprehensive plan and land development regulations, and longstanding uses of adjacent properties, including a prison, a future county jail site and a landfill, and notwithstanding that the property has had the necessary entitlements to use the property as a correctional facility since its purchase.

2. CCA and CCA-LLC have at all times reasonably relied upon the City's statements and conduct expressing its intent to provide water and wastewater service to the property. Now, at the eleventh hour, as a result of the City's complete reversal, CCA stands to lose its business relationship with ICE or be forced to obtain water and wastewater service alternative sources, thereby risking the viability of the ICE project.

PARTIES, JURISDICTION AND VENUE

3. Plaintiff CCA is a company that designs, builds, manages and operates correctional facilities and detention centers. CCA is a Maryland Corporation, with its corporate headquarters and principal place of business located at 10 Burton Hills Boulevard, Nashville, Tennessee 37215.

4. Plaintiff, CCA-LLC is a wholly owned subsidiary of CCA. CCA-LLC owns property in Broward County, Florida comprised of three parcels designated as Folio Nos. 513902040490, 513902040500 and 513902040510 (the "**CCA Site**"), as well as other locations throughout the United States. CCA-LLC's principal place of business is located at 10 Burton Hills Boulevard, Nashville, Tennessee 37215.

5. Defendant, City is a Florida municipal corporation. The City is located in Broward County, Florida. The City is governed by a body politic known as the City Commission.

6. The City operates a potable water system that delivers potable water to residents and businesses in the City as well as properties located outside of the City's jurisdictional boundaries but within Broward County (the "**Water System**").

7. The City also operates a wastewater system that collects and treats wastewater produced by residents and businesses in the City as well as properties located outside of the City's jurisdictional boundaries but within Broward County (the "**Wastewater System**").

8. This Court has diversity jurisdiction over the Parties pursuant to 28 U.S.C. §1332(a). Defendant is a citizen of a different state than the Plaintiffs and the amount in controversy exceeds $75,000.00 exclusive of interest and costs.

9. In addition to diversity jurisdiction, the Plaintiffs have stated causes of action pursuant to 42 U.S.C. §1983 to enforce the Equal Protection Clause of the 14th Amendment to the U.S. Constitution. These causes of action present federal questions, thereby giving the Court an additional basis for jurisdiction pursuant to 28 U.S.C. §1331.

10. This Court has personal jurisdiction over Defendant City because it is located in Broward County, and the underlying conduct that formed the basis of the dispute alleged herein occurred in Florida.

11. Venue is appropriate in Broward County because Defendant City is located entirely within Broward County.

12. Plaintiffs have complied with any and all conditions precedent to bring the causes of action set forth herein.

GENERAL ALLEGATIONS

13. On December 15, 1982, the City adopted Ordinance No. 641 governing water and sewer service. Ordinance No. 641 is currently codified as Chapter 50 of the City of Pembroke

Pines Code of Ordinances (the "**Code**"). Section 50.10(B) of the Code, which governs connection to the City's Water and Wastewater Systems by property outside the City's jurisdictional boundaries, states:

> Outside City Limits. With one exception, property located outside the city limits shall not be allowed to connect to a city utility system unless the connection is authorized by the City Commission. The one exception is that Commission approval shall not be required for any connection in that area covered by the developer's agreements identified in Exhibit "H", Agreement for Sale and Purchase, September 27, 1962, between the city and the West Hollywood Water Company and the West Hollywood Utility Company.

As set forth in detail in this Complaint, the City Commission has authorized connection to the City's Water and Wastewater Systems on numerous occasions.

14. The CCA Site is part of an enclave adjacent to but outside the jurisdictional boundaries of the City (the "**Service Enclave**"). The Service Enclave is bordered on the North by Stirling Road, on the East by a canal that is approximately 1,200 linear feet West of S.W. 196th Avenue, on the South by Sheridan Street, and on the West by U.S. Highway 27. Attached hereto as Exhibit 1 is a map of the Service Enclave and the surrounding area.

15. There are four properties located within the Service Enclave, including the Southwest Regional Landfill (the "**Landfill**") owned by Broward County, the Broward Correctional Institution (the "**Women's Prison**") owned by the Trustees of the Internal Improvement Trust Fund for the Florida Department of Corrections, a future County jail site (the "**County Jail Site**") owned by Broward County, and the CCA Site.

16. The CCA Site is the only property within the Service Enclave to which the City has failed to provide water and wastewater service upon request.

17. The Women's Prison receives water service from the City pursuant to a Water Service Agreement dated March 18, 1987. That Water Service Agreement also provided for a

future connection for wastewater service through a temporary line that was installed to first provide service to the Women's Prison.

18. The City provides water and wastewater service to the Landfill.

19. The City agreed to provide water and wastewater service to the County Jail Site pursuant to an Agreement Between Broward County and City of Pembroke Pines dated November 21, 1989.

20. The Service Enclave is surrounded and bordered by mains and infrastructure of the City's Water and Wastewater Systems. The City has constructed or required the construction of these mains and infrastructure with the specific intent to provide water and wastewater service to the Service Enclave.

21. In addition to the water and wastewater service it provides within the Service Enclave, the City provides wastewater service to Everglades Holiday Park, which is located on Griffin Road, West of U.S. Highway 27. Everglades Holiday Park is also outside the City's jurisdictional boundaries.

22. In fact, the City has never denied water and/or wastewater service to a property outside of its jurisdictional boundaries.

23. In 1997, Broward County was looking for a private entity to develop and operate a women's jail with at least 500 beds to meet the County's needs.

24. With the intent to submit a proposal to the County, CCA searched for and eventually found the CCA Site. The CCA Site was particularly attractive to CCA because it was vested with the appropriate designations for correctional facility use under the applicable comprehensive plan and land development regulations, and had the necessary infrastructure, including water and wastewater service available for connection. The availability of water and

wastewater service is a significant hurdle in the development of a site for a correctional facility because such sites are typically located on the far edge of developed areas.

25. CCA and Bergeron Properties & Investments Corporation ("**Bergeron**") entered into a Contract to Purchase Real Estate on September 11, 1997 (the "**Purchase Contract**"). Attached hereto as Exhibit 2 is a true and correct copy of the Purchase Contract. The Purchase Contract involved the purchase and sale of the CCA Site.

26. In the Purchase Contract, Bergeron represented, warranted and covenanted to CCA as follows: "To the best of Seller's knowledge, water, gas, electricity, sewer, telephone and other utilities sufficient for a 500-700 bed correctional facility are available for connection to the Property at a point on the boundary lines of the Property or are in place at the Property."

27. Pursuant to the Purchase Contract, the CCA Site was conveyed by Mr. Bergeron to CCA on January 7, 1998.

28. The CCA Site is located on land that is part of the Replat of a Portion of West Broward Industrial Park (the "**Industrial Park**").

29. The Industrial Park was originally owned by Ronald M. Bergeron, Sr. With the exception of the CCA Site, the Industrial Park was annexed into the City of Pembroke Pines. Upon information and belief, the City specifically elected not to annex the CCA Site, even though it was part of the Industrial Park. The CCA Site remained in unincorporated Broward County until it was incorporated into the Town of Southwest Ranches (the "**Town**") pursuant to Chapter 2000-475, Laws of Florida and referendum on June 6, 2000.

30. Even though the CCA Site was excluded from annexation into the City, City officials represented to Bergeron at the time that the City would provide water and wastewater service to the entire Industrial Park.

31. Bergeron did the site work for the Industrial Park, which included the laying of all water and wastewater mains to serve the properties within the Industrial Park. While Bergeron did some site work on the CCA Site, the water and wastewater lines and infrastructure were not installed by Bergeron. Bergeron installed the water and wastewater lines and infrastructure in the Industrial Park up to the boundary of the CCA Site, thereby allowing the future developer to connect. The City required Bergeron to up-size the water main that ran the length of the Industrial Park from Stirling Road to Sheridan Street, just East of the canal that forms the jurisdictional boundary of the City. The City required Bergeron to change from a 12" line to a 16" line to accommodate the additional consumption from the CCA Site and other future sites to the West of the City's jurisdictional boundary.

32. During the site work, the City also required Bergeron to construct stub-outs for water and wastewater service adjacent to the Northeast and Southeast corners of the CCA Site, just on the East side of the canal. These directions were given by the City to Bergeron with the intent to provide water and wastewater service to the CCA Site. In the case of the wastewater, the stub-out was constructed adjacent to the Northeast corner of the CCA Site, but it was not yet connected to the City's Wastewater System, which was approximately 700 feet East of the CCA Site. The water stub-out was connected to the City's Water System at the water main that ran the entire length of the Industrial Park from Stirling Road to Sheridan Street.

33. The upsizing of the water main and the construction of stub-outs for water and wastewater to serve the CCA Site were performed by Bergeron at his expense, but with the understanding that he would be reimbursed by the City when the connection charge for the CCA Site was paid.

34. On December 27, 2002, CCA transferred ownership of the CCA Site to CCA-LLC. CCA continued to control the intended operation and use of the CCA Site.

35. In 2005, CCA was considering development of a correctional facility without first having a governmental contract to construct and operate such a facility. CCA began taking steps toward that end.

36. On July 18, 2005, CCA and the Town entered into a co-development agreement to work together to develop a correctional facility on the CCA Site ("**the CCA-Town Contract**"). Attached hereto as Exhibit 3 is a true and correct copy of Agreement Between Town of Southwest Ranches and Corrections Corporation of America dated July 18, 2005. Although the applicable zoning for the CCA Site (Heavy Industrial) allowed for the development of a correctional facility, in 2005 the County requested that CCA-LLC amend the plat note to include a correctional facility as the designated use.

37. On August 10, 2005, the Town Council held a meeting at which it considered CCA's request to amend the plat note and, pursuant to Resolution No. 2005-100, the Town approved amendment of the plat note to specifically authorize a 1,500-bed correctional facility.

38. On August 10, 2005, pursuant to Resolution No. 2005-101, the Town approved CCA's site plan detailing a facility to be constructed consistent with the plat note amendment.

39. On or about September 1, 2005, as a part of the plat note amendment process, CCA inquired about water and wastewater service through the City. In response thereto, the City's Assistant Director of Public Services sent a letter regarding the CCA Site to CCA's counsel (the "**Available Capacity Letter**"). The Available Capacity Letter makes reference to water facilities (75' east) and sewer facilities (700' east) of the easternmost parcel of the CCA

Site. Attached hereto as Exhibit 4 is a true and correct copy of the Available Capacity Letter dated September 1, 2005.

40. CCA then submitted its application to amend the plat note for the CCA Site. CCA's amendment sought to have the plat note amended to include a fifteen hundred (1,500) bed correctional facility.

41. As a part of the plat note amendment process, the proposed plat note amendment was sent to neighboring municipalities, including the City, for comments.

42. The City used the plat note amendment comment and approval process to force the Town to address closures of North/South roads between Griffin Road and Stirling Road. These road closures allegedly forced additional traffic onto the City's streets, and even though the dispute regarding the road closures was brought to a head in the context of the plat note amendment for the CCA Site, the City raised no specific issues related to the CCA Site.

43. On or about September 21, 2005, the City Commission and the Town Council held a joint meeting to address the road closure issue (the "**Joint SWR/PP Summit**"). The Joint SWR/PP Summit was continued until October 24, 2005, but the continuation of the Summit was postponed to November 14, 2005, because of Hurricane Wilma. During the Joint SWR/PP Summit, the City and Town reached a resolution of the dispute regarding road closures and related issues. Upon information and belief, during the Joint SWR/PP Summit, City officials represented that they would not interfere with the development of the correctional facility on the CCA Site and that the City would provide water and wastewater service to the facility.

44. On or about December 21, 2005, the City and Town entered into the Interlocal Agreement Between the City of Pembroke Pines and the Town of Southwest Ranches Regarding Local Roadways and Other Matters (the "**Roadways ILA**"). Attached hereto as Exhibit 5 is a

true and correct copy of the Roadways ILA. The Roadways ILA made official the resolution of the roadways dispute between the City and Town, which occurred during the Joint SWR/PP Summit. Section 5.3 of the Roadways ILA states:

> Jail Facility. The CITY shall not interfere with Corrections Corporation of America, or its successors or assigns, development and/or operation of the jail facility, or with the TOWN'S Agreement with Corrections Corporation of America concerning development of same.

The City Commission's representations at the Joint SWR/PP Summit, as incorporated into Section 5.3 of the Roadways ILA constitute, express authorization to connect the CCA Site to the City's Water and Wastewater Systems.

45. On or about October 13, 2006, CCA's engineer, Jeremy Seiden ("**Mr. Seiden**") of Carnahan Proctor Cross, submitted to Broward County Environmental Protection Department ("**Broward EDP**") an Application to Construct a Wastewater Collection/Transmission System (the "**County Wastewater Application**") on behalf of CCA. Attached hereto as Exhibit 6 is a true and correct copy of the County Wastewater Application. As required, prior to submitting the County Wastewater Application to Broward EPD, CCA provided it to the City for review as the entity that would provide wastewater service to the CCA Site. The County Wastewater Application included plans detailing the connections that CCA would make to the City's Wastewater System to receive service. In addition to the plans showing the connection to the City's Wastewater System, the County Wastewater Application asks that the applicant provide the "WWTP" or "Wastewater Treatment Plant" and CCA listed "Pembroke Pines." On behalf of the City, Assistant Director of Public Services, Joseph McLaughlin, signed the County Wastewater Application for Public Maintenance and Waste Water Treatment Plant Authority.

46. On or about October 13, 2006, Mr. Seiden submitted to the Florida Department of Environmental Protection ("**DEP**") a Notification/Application for Constructing a Domestic

Wastewater Collection/Transmission System (the "**State Wastewater Application**") on behalf of CCA. Attached hereto as Exhibit 7 is a true and correct copy of the State Wastewater Application. As required, prior to submitting the State Wastewater Application to DEP, CCA provided it to the City for review as the entity that would provide wastewater service to the CCA Site. The State Wastewater Application included plans detailing the connections that CCA would make to the City's Wastewater System to receive service. In addition to the plans showing the connection to the City's Wastewater System, the State Wastewater Application asks that the applicant provide the "Name of Treatment Plant Serving Project" and CCA listed "City of Pembroke Pines Wastewater Treatment Plant." Assistant Director of Public Services, Joseph McLaughlin, signed the State Wastewater Application on behalf of the City on October 11, 2006. In signing, Mr. McLaughlin certified on behalf of the City it "will provide the necessary treatment and disposal as required by Chapter 403, F.S."

47. In November of 2006, the City sent its standard Potable Water and Sewer Installation and Service Agreement for execution by CCA to Mr. Seiden, along with instructions to provide "a cover letter from CCA requesting service and also stating that they have read the agreement and are asking for City Council to consider providing service." Attached hereto as Exhibit 8 is a true and correct copy of the Email from Mr. Seiden to Joe Haines. The City had informed Mr. Seiden that if everything could be provided within 10 days, the agreement could be considered at the December 20, 2006 meeting of the City Commission.

48. On December 27, 2006 pursuant to Resolution No. 3123, the City entered into the First Amendment to the Roadways ILA (the "**First Amendment**"). The First Amendment generally provided an extension of time to complete certain tasks provided for in the Roadways ILA, but did not alter Section 5.3 in any way.

49. On August 16, 2010, the South Florida Water Management District issued to the City a permit (the "**SFWMD Permit**") to withdraw an annual average of 15.61 million gallons per day ("**MGD**") from the Biscayne Aquifer. This SFWMD Permit expires August 18, 2030. The allocation of 15.61 MGD is based on actual pumping records since 1999 and projected needs based on factors that include growth from the anticipated redevelopment of properties such as City Center and the effects of the water conservation programs implemented by the City. Attached hereto as Exhibit 9 is a true and correct copy of the SFWMD Permit.

50. In September 2010, Immigration and Customs Enforcement (ICE) issued Statement of Objectives (SOO) Immigration Detention Reform Request for Inter-Governmental Service Agreement (IGSA) Concept Proposal: Miami (the "**ICE Statement of Objectives**"), soliciting interest in providing a 1,500 bed detention facility with the possibility of a future increase in capacity to 2,000 beds.

51. The Town and CCA desired to submit a proposal in response to the ICE Statement of Objectives. On October 1, 2010, Town Administrator Charles Lynn sent a letter to ICE notifying it of the Town's interest in submitting a proposal in partnership with CCA.

52. On October 15, 2010, Mr. Lynn received an email from Edward M. Wooldridge of the Department of Homeland Security acknowledging receipt of the Town's notice of interest and advising the Town that the next step in the process for the ICE Statement of Objectives was for the Town to submit its proposal no later than November 15, 2010.

53. To address the potential that ICE would like the capacity increased in the future to 2,000 beds, CCA again sought to amend the plat note for the CCA Site. Subsequently, ICE clarified that the detention facility would have no more than 1,500 beds.

54. On or about November 15, 2010, the Town and CCA submitted A White Paper as their proposal in response to the ICE Statement of Objectives.

55. On November 18, 2010, CCA's legal counsel, Samuel E. Poole III, Esq. ("CCA Counsel Poole") sent an email to City Engineer Joseph S. McLaughlin requesting an updated Available Capacity Letter in connection with a proposed amendment to the plat note. That same day Mr. McLaughlin sent an updated Available Capacity Letter back to CCA Counsel Poole indicating available capacity for the CCA Site. Attached hereto as Exhibit 10 is a true and correct copy of the Updated Available Capacity Letter.

56. On January 6, 2011, the Town Council held a meeting at which it considered CCA's request to amend the plat note, and pursuant to Resolution No. 2011-026, the Town approved amendment of the plat note to specifically authorize a "maximum of 2,200 beds with a maximum of 432,400 square feet of gross floor area." CCA later deferred, and ultimately abandoned its request to amend the plat note in this manner as a result of ICE's clarification of the number of beds it desired in the detention facility.

57. For the February 2, 2011, City Commission meeting, the City posted Agenda Item 11 - DISCUSSION AND POSSIBLE ACTION ON THE FOLLOWING ITEMS RELATED TO THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND THE CITY OF PEMBROKE PINES. The City provided a summary of the ILA as Exhibit 3 to Agenda Item 11. Referring to Section 5.3, the Summary states:

> The City agreed not to interfere in the development of an additional jail in the Town adjacent to the existing Broward County Women's Prison.
>
> - The City has not interfered in the development of the site and is working with the site developer to connect to the City's water and sewer system.

Attached hereto as Exhibit 11 is a true and correct copy of Agenda Item 11. At the meeting, the

City unanimously voted to hold a workshop with the Town to work out the disputed issues. Once again, the disputed issues concerning the road closures had nothing to do with the CCA Site. The workshop was eventually held on August 2, 2011, but the workshop led to no resolution of the road closure issues that remained.

58. On March 3, 2011, officials from the Town and representatives of CCA gave an oral presentation to the Department of Homeland Security and ICE regarding their proposal. During the presentation, it was represented that the CCA Site is an ideal location for the detention facility sought, in part because of its existing agreement (the Roadways ILA) with the City not to interfere with CCA's development of the facility and to provide water and wastewater service to the CCA Site.

59. On June 23, 2011, ICE sent a letter to the Town advising that ICE had "tentatively selected [the Town's] proposed facility for our Miami IGSA."

60. On June 23, 2011, the Town approved an Agreement between City of Pembroke Pines and the Town of Southwest Ranches for Delivery of Emergency Medical Fire Protection and Fire Prevention Services (the "**EMS & Fire ILA**"). During the Town Council meeting on June 23, the Town made minor changes to the EMS & Fire ILA.

61. On June 27, 2011 at 10:54 a.m., Charles Dodge, City Manager, sent an email to each of the City Commissioners explaining that the Town had made minor revisions to the EMS & Fire ILA, and specifically highlighted the changes to the Commissioners. Attached hereto as Exhibit 12 is a true and correct copy of the Email from City Manager to City Commission. On June 27, 2011, the City held a Special Meeting to consider the approval of the EMS & Fire ILA, and pursuant to Resolution No. 3312 the City entered into the EMS & Fire ILA. Attached hereto as Exhibit 13 is a true and correct copy of the EMS & Fire ILA. Section 22.20 of the EMS &

Fire ILA states:

> CITY acknowledges that it has sufficient capacity to deliver emergency medical protection and fire prevention services to the TOWN's future 2,500 bed detention/corrections facility, located on property owned by the Corrections Corporation of America. CITY agrees to timely provide Broward County, upon request, any documentation that Broward County may require to acknowledge that Pembroke Pines has the capacity, ability, and the willingness to service this facility under the terms and conditions contained herein. In the event the TOWN's annual call volume increases by more than twenty-five percent (25%) as a result of the jail facility, and that additional call volume is being handled by the CITY's personnel, the TOWN agrees to reopen contract to renegotiate cost. **Further, City agrees that it has sufficient capacity to provide water and sewer service to the TOWN's future 2,500 bed detention/corrections facility (approximately 500,000 gross square feet of floor area), and that it will expeditiously approve a water/waste water utility agreement to provide such service, at CITY's then prevailing rate, in accordance with state law (City's rate + surcharge)**.

(emphasis supplied). The City Commission's passage of Resolution No. 3312 and decision to become party to the EMS & Fire ILA constitute express authorization to connect the CCA Site to the City's Water and Wastewater Systems.

62. The City's decision to become a party to the EMS & Fire ILA at the June 27, 2011 City Commission meeting represented the 9th occasion on which the City Commission publicly debated the CCA Site or had the opportunity to express its intent not to provide the CCA Site with water and wastewater service. On none of these occasions has the City Commission ever indicated that it had any such intent.

63. As the public became more aware of the submission of the CCA Site for consideration as a detention facility for ICE, a select few members of the public, in conjunction and coordination with the Florida Immigrant Coalition, led an organized campaign to sway Town and City officials to do everything they can to derail the proposed ICE detention facility at the CCA Site.

64. In response to the growing public pressure, City Commissioners began to explore

ways to back out of the City's numerous representations and actions evidencing the City's intent to provide water and wastewater service to the CCA Site. Upon information and belief, City Commissioners requested that the City Attorney research whether the City could elect not to provide water and wastewater service to the CCA Site.

65. On September 1, 2011, the City Attorney issued Memorandum No. 2011-245 regarding water and sewer service to the CCA Site. Attached hereto as Exhibit 14 is a true and correct copy of Memorandum No. 2011-245. In that Memorandum, the City Attorney addressed the City's liability in the context of Section 22.20 of the EMS & Fire ILA. The City Attorney concluded that the "[f]ailure to provide water and waste water services to the ICE detention facility will subject the City to an assertion of liability on claims of breach of contract, damages based on reliance, and constitutional equal protection claims."

66. On October 27, 2011, at the request of the City Manager, the City's utility engineers, Calvin, Giordano & Associates, Inc., produced a report on the availability of water and sewer capacity for proposed detention facility (the "**CGA Report**"). Attached hereto as Exhibit 15 is a true and correct copy of the CGA Report. The report compared the permitted capacity for water and wastewater, with estimates of consumption by the proposed detention facility and estimates of the City's existing and expected water and wastewater demand over time, and concluded that the City had more than adequate capacity to serve the proposed detention facility.

67. On November 30, 2011, the City Attorney issued Memorandum No. 2011-320, which followed up on Memorandum No. 2011-245 in greater detail and with additional facts. Attached hereto as Exhibit 16 is a true and correct copy of Memorandum No. 2011-320. In that Memorandum, the City Attorney states:

> The City also has a longstanding history of providing water and sewer service beyond its municipal boundaries and, in particular, to the area that is in the immediate vicinity of the proposed Facility. Consider the following:
>
> 1) The City currently serves **three (3) facilities** in the area of the proposed Facility pursuant to separate service agreements (the Broward County landfill, the women's prison, and Holiday Park), including one (the woman's prison) which is adjacent to the subject property.
> 2) The City currently serves approximately **a dozen single-family residential homes** in the general area.
> 3) The City has **never** denied service to someone who has requested it.
> 4) The City has the infrastructure already in place to provide direct service to the subject property. That infrastructure was in place when Corrections Corporation of America ("CCA") purchased the property in 1998. While the piping was actually installed by Bergeron Properties & Investments Corporation (the former owner), it is our understanding that the City directed the location and size of that infrastructure to enable the City to provide service to the subject location at some future date.

(bold in original). The City Attorney goes on to conclude that "the City **has a legal obligation** to provide water and sewer service to the proposed Facility." (bold in original).

68. At the December 7, 2011 City Commission meeting, Commissioner Castillo made a "motion to approve direction that, should CCA come forward with a request for Pembroke Pines to provide them water and sewer service, that the water and sewer agreement stipulate that it would be for not more than 1,500 beds based on the Engineer's report." This motion was seconded by Commissioner Shechter and carried by a 4-1 vote, with only Commissioner Siple voting against it. Attached hereto as Exhibit 17 is a true and correct copy of the Excerpt of Minutes from December 7, 2011 City Commission meeting. The City Commission's passage of this motion constitutes express authorization to connect the CCA Site to the City's Water and Wastewater Systems.

69. At the December 7, 2011 City Commission meeting, Calvin, Giordano & Associates, Inc., made a presentation to the City Commission entitled "Availability of Water and

Sewer Capacity for Proposed Detention Facility" (the "**CGA Presentation**"). Attached hereto as Exhibit 18 is a true and correct copy of the CGA Presentation. The presentation charted the average day demand for water and wastewater service with and without the proposed detention facility from 2012 to 2030. The presentation clearly demonstrated that the additional consumption of water and wastewater service from the proposed detention facility will have no impact on the City's ability to serve anticipated demand through 2030.

70. At the December 7, 2011 City Commission meeting, Matthew Schwartz, Conservation Chair of the Broward Sierra Club, represented to the City Commission that the SFWMD Permit and rules will require the City to implement a water reuse system as part of a mandated alternative water supply ("AWS") strategy. Mr. Schwartz has stated in these meetings that approval of the 0.182 MGD for the CCA Site will cause the City to approach the threshold that requires the City to spend tens of millions of dollars to implement its AWS strategy prematurely. Mr. Schwartz has made some or all of these statements at subsequent City Commission meetings. These statements are incorrect and without a basis in fact. Neither the SFWMD Permit nor agency rules require implementation of AWS. The only reference in the SFWMD Permit to the City's AWS system is in paragraph "H" on page 7 of the August 18, 2010 Water Use Staff Review Summary, which notes that as of 2010, the City had conducted a study of reuse of reclaimed wastewater for irrigation/aquifer recharge, determined the project was feasible, and was developing a reclaimed water implementation strategy. Upon information and belief, the City has abandoned that pilot project and does not even plan to prepare a final report to SFWMD.

71. The vast majority of properties in the City are already developed and currently receiving water and wastewater service from the City. In other words, the City is basically built

out. As a result, the only real potential increase in the City's consumption of water and collection of wastewater, for which it has ample excess permitted capacity, will come from increased intensity, vertical development and infill.

72. The City's water and wastewater consumption has declined each year for the last four years.

73. Decline in the City's water consumption presents a financial problem for the City's Water and Wastewater Systems. As water consumption declines, so does revenue from the provision of service. Upon information and belief, the City has substantial debt service obligations on its Water and Wastewater Systems. Upon connection to these Systems, CCA would pay the City connection charges of approximately $1.65 million for water and $1.97 million for wastewater. In addition thereto, CCA would pay the City in annual user fees approximately $551,441 for water and $444,240 for wastewater based on estimates of annual consumption for 2013 and thereafter.

74. On December 21, 2011, the City Commission voted to direct Dan O'Keefe, an independent auditor to the City, to contract on behalf of the City with outside counsel to:

> (1) Review certain legal opinions issued by the Pembroke Pines City Attorney concerning the I.C.E. Detention Facility; (2) Render an independent legal opinion regarding the City's ability to deny water and sewer service to the proposed site of the I.C.E. Detention Facility; and (3) Identify any previously unidentified legal rights that the City may have regarding the proposed facility.

Upon information and belief, the City Commission instructed the independent auditor to find outside counsel willing to render a legal opinion that would reach the opposite conclusion as the City Attorney.

75. On December 21, 2011, the City Commission adopted Resolution No. 3327, accepting the Town's request to terminate the Roadways ILA made pursuant to Resolution No.

2011-011 on November 3, 2010. On December 22, 2011, the Town accepted the City's offer to terminate the Roadways ILA.

76. On December 29, 2011, CCA submitted to the City an executed Potable Water and Sewer Installation and Service Agreement (the "**W&S Agreement**") between the City and the LLC through CCA Counsel Poole. The W&S Agreement constituted formal application for water and wastewater service by the City. The City deemed CCA's application for water and wastewater service complete upon receipt of the W&S Agreement. CCA Counsel Poole asked that the W&S Agreement be considered at the January 11, 2012 City Commission meeting. The City did not place consideration of the W&S Agreement on its January 11, 2012[2] agenda, but rather informed CCA Counsel Poole that changes would need to be made to ensure the City's entitlement to additional surcharges for service outside the City's jurisdictional boundary.

77. The City advised that the W&S Agreement would need to include the City's language providing for a 25% surcharge on customers outside the City's jurisdictional boundaries. CCA advised the City that it was not opposed to the 25% surcharge, but wanted the surcharge not to apply if state law was amended to prohibit such surcharges. On or about January 11, 2012, and contrary to the specific requirements of the EMS & Fire ILA, the City Manager insisted on language that would make the 25% surcharge applicable even in the event of a change in the law, and advised that he would recommend denial of water and wastewater service to the City Commission if CCA did not agree to the City's proposed language. On or about January 17, 2012, CCA informed the City that it would accept the City's surcharge language and requested that consideration of the W&S Agreement be placed on the February 1, 2012 City Commission meeting agenda. Attached hereto as Exhibit 19 is a true and correct copy of the W&S Agreement executed by CCA-LLC.

[2] The City moved the January 11, 2012 meeting to January 10, 2012.

78. On January 23, 2012, CCA was informed by the City Attorney that consideration of the W&S Agreement would not be on the agenda for the February 1, 2012 City Commission meeting, but that it would be on the agenda for the February 15, 2012 City Commission meeting. The City Manager never placed consideration of the W&S Agreement on the agenda for the February 15, 2012 City Commission meeting.

79. On January 31, 2012, Usher L. Brown, Esq. of the law firm Brown, Garganese, Weiss & D'Agresta, P.A. ("**Outside Counsel**"), issued a legal opinion regarding the City's ability to deny water and sewer to the CCA Site. Attached hereto as Exhibit 20 is a true and correct copy of the January 31, 2012 Outside Counsel Opinion. In the legal opinion, Mr. Brown concludes, with none of the standard qualifications set forth in typical legal opinion letters, that the City can deny service to the CCA Site. The City provided outside counsel with a minimal amount of factual background and documentation.

80. On February 1, 2012, the City Commission unanimously adopted Resolution No. 3330, whereby the City Commissioners notified President Obama of the City's objections to the detention center. In the recitals of that Resolution, the City states: "WHEREAS, the **proposed facility legally falls within the water/sewer service area of the City**, however the City has concerns about the facility's future expansion and the City's ability to provide service to a larger capacity…." (emphasis supplied). Attached hereto as Exhibit 21 is a true and correct copy of City Resolution No. 3330. Thereafter, in Section 1 of the Resolution, the City resolves as follows: "The foregoing "WHEREAS" clauses are hereby ratified and confirmed as true and correct and are hereby made a specific part of this resolution."

81. On February 29, 2012, CCA Counsel Poole sent a letter to Mayor Ortis requesting that consideration of the W&S Agreement be placed on the agenda for the March 7, 2012 City

Commission meeting. CCA Counsel Poole was told by the City Attorney that it is unlikely that the City Commission would consider the item on that day. In fact, the City never placed consideration of the W&S Agreement on the agenda for the March 7, 2012 City Commission meeting. The agenda published for that meeting, however, contains the following items:

> VICE MAYOR SIPLE ITEM 1: IN REFERENCE TO THE AGREEMENT DATED JUNE 27, 2011 BETWEEN THE CITY OF PEMBROKE PINES AND THE TOWN OF SOUTHWEST RANCHES FOR DELIVERY OF EMERGENCY MEDICAL FIRE PROTECTION AND FIRE PREVENTION SERVICES, MOTION IS MADE TO GIVE DIRECTION TO CITY MANAGER AND CITY ATTORNEY TO EXERCISE THE CITY'S 9-MONTH TERMINATION PROVISION EFFECTIVE IMMEDIATELY (ARTICLE 18 TERMINATION SECTION 18.2 "IN ADDITION TO AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE AGREEMENT, THIS AGREEMENT MAY BE TERMINATED BY THE CITY FOR CONVENIENCE UPON PROVIDING THE TOWN WITH NINE (9) MONTHS WRITTEN NOTICE AS PROVIDED FOR HEREIN.").

Attached hereto as Exhibit 22 is a true and correct copy of the March 7, 2012 City Commission Agenda. Commissioner Siple's agenda item is intended to further the City's efforts to retract its earlier commitments and legal obligation to provide water and wastewater service to the CCA Site.

82. The City has consistently represented and acted in a manner affirmatively expressing its intent to provide water and wastewater service to the CCA Site. Such representations and actions include but are not limited to:

a. The representation to Bergeron that the City would provide water and wastewater service to the CCA Site;

b. The requirement that Bergeron construct stub-outs for water and wastewater to serve the CCA Site;

c. The requirement that Bergeron up-size the water main to accommodate consumption from the CCA Site;

d. The City's agreement with Bergeron to reimburse for the cost of the stub-outs and up-sizing upon connection by the CCA Site;

e. The direction to construct water and/or wastewater lines and other infrastructure on all side of the Service Enclave;

f. The representation that the City would provide wastewater service to the CCA Site made by Joseph McLaughlin, on behalf of the City, to Broward EPD;

g. The representation that the City would provide wastewater service to the CCA Site made by Joseph McLaughlin, on behalf of the City, to FDEP;

h. Representations made by the City Commission at the Joint SWR/PP Summit that it would provide water and wastewater service to the CCA Site;

i. The City's execution of the Roadways ILA;

j. Statements made in the Summary of the Roadways ILA prepared for Agenda Item 11 to the February 2, 2011 City Commission meeting;

k. The City's execution of the EMS & Fire ILA; and

l. The City Commission's authorization on December 7, 2011 to allow connection of the City's Water and Wastewater System to the CCA Site if CCA limits the detention facility to 1,500 beds; and

m. The admission in City Resolution No. 3330 that the CCA Site is within the City's water/sewer service area.

83. The City has consistently represented and acted in a manner affirmatively expressing its intent to provide water and wastewater service to the Service Enclave, of which the CCA Site is a part. Such representations and actions include but are not limited to:

n. The provision of water and wastewater service to the Women's Prison, as authorized by the City Commission;

o. The provision of water and wastewater service to the Landfill, as authorized by the City Commission;

p. The agreement to provide water and wastewater service to the County Jail Site, as authorized by the City Commission;

q. The provision of wastewater service to Everglades Holiday Park, as authorized by the City Commission;

r. The construction of water and wastewater lines on all sides of the Service Enclave, as necessary to implement prior authorizations of the City Commission;

s. The construction of a 12" water main extending outside the city boundary to the north side of Sheridan Street at the location of the entrance road to the CCA Site;

t. All statements made and actions taken by the City indicating its intent to provide water and/or wastewater service to the CCA Site, specifically; and

u. The City Commission's authorization of City Resolution No. 3330 to President Obama, which acknowledges that the CCA Site is within the City's water/sewer service area, which is the Service Enclave.

84. Through the City's statements and conduct described herein, and other statements and conduct, of which CCA is currently not aware, the City has expressly manifested its desire and intent to assume the duty to provide water and wastewater service to the Service Enclave, generally, and the CCA Site, specifically.

85. As demonstrated by the abundance of water and wastewater capacity, the City lacks any lawful basis for denial of water and wastewater service to the CCA Site that is related to the City's water and wastewater utilities.

86. Any and all assertions of a utility related basis for denial of service by the City, whether already stated or hereafter crafted, are pretextual. The City Commission's true intent in denying water and wastewater service to the CCA Site is its desire to pander to a select few members of the public and special interest groups.

87. CCA has at all times in good faith relied on the representations, statements, actions, conduct, omissions and admissions of the City, and has incurred in good faith substantial costs and expenses, including but not limited to the purchase price of the CCA Site and carrying costs related thereto since 1998, payments to the Town under the CCA-Town Contract, and professional fees for planning, engineering, architectural and legal work, as a result of this reliance.

88. Upon information and belief, the City has adopted a strategy to delay resolution of water and wastewater service issue, and to ultimately deny water and wastewater service to the CCA Site in an effort to disrupt and derail the development of an ICE detention facility or any other approved correctional facility. CCA's business relationship with the Town, ICE and the Department of Homeland Security is threatened by the City's statements and conduct, and without immediate resolution of this issue, CCA's ability to use the CCA Site as it has intended since purchase may be permanently affected.

89. The City's expressed intent to refuse to provide water and wastewater service, hiring of outside counsel to contradict the City Attorney's multiple legal conclusions regarding the requirement to provide water and wastewater service, delays in approving a Potable Water

and Sewer Installation and Service Agreement with CCA-LLC, provision of limited factual background to its outside counsel, and CCA's imminent need for resolution of water and wastewater service to the CCA Site constitute a multiple actions to deny Plaintiffs equal protection under the law.

90. On March 7, 2012 at 2:00p.m., the City Commission held a workshop meeting to consider the conflicting legal opinions rendered by the City Attorney and Outside Counsel. During the workshop, Leonard K. Samuels, CCA's and CCA-LLC's legal counsel, made a presentation to the City Commission putting them on notice of the most relevant facts set forth in this Complaint. During the workshop, Outside Counsel acknowledged that the claim is ripe for declaratory judgment and for expedited consideration under the declaratory judgment statute.

91. The City Commission then adjourned the workshop and thereafter convened a regular meeting, and at that meeting the City Commission voted to direct Outside Counsel to file a Declaratory Judgment Action in state court. The City Commission then also voted to terminate the EMS & Fire ILA, which termination will not become effective for a period of nine (9) months pursuant to the termination clause.

92. CCA and CCA-LLC have retained the undersigned law firm to perform legal services on their behalf and agreed to pay reasonable fees for such legal services. CCA and CCA-LLC have incurred, and will continue to incur, fees and costs as a result of the instant dispute.

COUNT I
DECLARATORY JUDGMENT

93. Plaintiff restates and realleges the averments contained in Paragraphs 1 through 92 of this Complaint and incorporate the same by reference herein as if fully stated.

94. This is an action against Defendant City pursuant to Section 28 U.S.C. §2201, *et seq.*, otherwise known as the Federal Declaratory Judgment Act.

95. The interests of the parties to this dispute are adverse and concrete, and all necessary parties are within the jurisdiction of this Court.

96. CCA believes that as a result of the various actions undertaken by the City, the City is obligated to provide water and sewer services to the CCA Site at its rate plus a surcharge of 25%, which is identical to what it has done for all other property owners within the Service Area and all other property owners outside of its jurisdiction.

97. The City, despite having expressed its intent to provide water and sewer services to the CCA Site, and despite having authorized the provision of water and sewer to the CCA Site on multiple occasions, is now requiring the City Commission to formally approve a water and sewer agreement between CCA and the City, yet it is refusing to expeditiously consider the matter or consider the matter at all.

98. There now exists a preset and bona fide controversy between the parties and the issues are ripe for adjudication.

99. Plaintiffs are in doubt as to their rights.

100. Plaintiffs have a substantial likelihood of success on the merits.

101. Plaintiffs have no adequate remedy at law as the City's denial of water and sewer services to the CCA Site may result in CCA's inability to build an immigration detention facility or otherwise use its property.

102. Plaintiffs will suffer irreparable harm if a declaration is not granted.

WHEREFORE, Plaintiffs respectfully request that this Court enter a declaration that the City is required to provide water and wastewater service to CCA at the CCA Site at its applicable

rates plus a surcharge of 25% in accordance with prevailing law, and/or declare that CCA-LLC and the City enter into Potable Water and Sewer Installation and Service Agreement in the form attached to this Complaint as Exhibit 19, within ten (10) days of the declaration, that the Court award CCA costs, damages and such other and further supplemental relief to CCA as may be just and proper.

COUNT II

PROMISSORY ESTOPPEL
(Preliminary and Permanent Injunctive Relief)

103. Plaintiff restates and realleges the averments contained in Paragraphs 1 through 92 of this Complaint and incorporate the same by reference herein as if fully stated.

104. This is an action for promissory estoppel under the common law.

105. The City Commission has promised to provide water and wastewater service to the CCA Site on several occasions, including but not limited to the Joint SWR/PP Summit and Roadways ILA, the EMS & Fire ILA, and the December 7, 2011 motion to direct CCA to come back to the City with a request for service for the detention center limited to 1,500 beds.

106. The City Commission reasonably expected or should have expected that CCA and CCA-LLC would act in reliance on these promises.

107. CCA and CCA-LLC acted in reliance on these promises by purchasing the CCA Site and paying carrying costs thereon since 1998, engaging and paying engineers, planners and other consultants to design prospective facilities and infrastructure based on connection to the City's Water and Wastewater System, making payments to the Town pursuant to the CCA-Town Contract, making its proposal and presentation to ICE and the Department of Homeland Security, including the representations that the CCA Site is an ideal location with existing agreements in place for non-interference and the provision of water and wastewater service.

108. At all times, CCA's and CCA-LLC's actions taken in reliance on the promises of the City were reasonable.

109. Enforcement of the City's promises to provide water and wastewater service to the CCA Site is necessary to prevent injustice to CCA and CCA-LLC.

110. CCA and CCA-LLC will suffer immediate and irreparable harm if the City is not enjoined from failing to provide water and wastewater service to the CCA Site.

111. CCA and CCA-LLC have no adequate remedy at law.

WHEREFORE, Plaintiffs respectfully request that this Court enter a preliminary injunction, thereafter made permanent, enjoining the City from failing to provide water and wastewater service to the CCA Site, and such further relief as this Court deems just and proper.

COUNT III

PROMISSORY ESTOPPEL
(Damages)

112. Plaintiff restates and realleges the averments contained in Paragraphs 1 through 92 of this Complaint and incorporate the same by reference herein as if fully stated.

113. This is an action for promissory estoppel under the common law.

114. The City Commission has promised to provide water and wastewater service to the CCA Site on several occasions, including but not limited to the Joint SWR/PP Summit and Roadways ILA, the EMS & Fire ILA, and the December 7, 2011 motion to direct CCA to come back to the City with a request for service for the detention center limited to 1,500 beds.

115. The City Commission reasonably expected or should have expected that CCA and CCA-LLC would act in reliance on these promises.

116. CCA and CCA-LLC acted in reliance on these promises by purchasing the CCA Site and paying carrying costs thereon since 1998, engaging and paying engineers, planners and

other consultants to design prospective facilities and infrastructure based on connection to the City's Water and Wastewater System, making payments to the Town pursuant to the CCA-Town Contract, making its proposal and presentation to ICE and the Department of Homeland Security, including the representations that the CCA Site is an ideal location with existing agreements in place for non-interference and the provision of water and wastewater service.

117. At all times, CCA's and CCA-LLC's actions taken in reliance on the promises of the City were reasonable.

118. Enforcement of the City's promises to provide water and wastewater service to the CCA Site is necessary to prevent injustice to CCA and CCA-LLC.

WHEREFORE, Plaintiffs respectfully request that this Court grant judgment awarding CCA costs, damages, including reliance damages for the purchase price for the CCA Site, carrying costs for the CCA Site since 1998, payments made to engineers, planners and other consultants, payments made to the Town, costs incurred in proposing to ICE and Department of Homeland Security, and lost profits, and such other and further supplemental relief to CCA as may be just and proper.

COUNT IV

COMMON LAW WRIT OF MANDAMUS

119. Plaintiffs restate and reallege the averments contained in Paragraphs 1 through 92 of this Complaint and incorporate the same by reference herein as if fully stated.

120. This is an action for a writ of mandamus under the common law.

121. The Plaintiffs have a clear legal right to water and wastewater service by the City.

122. Defendant City has a clear legal duty to provide water and wastewater service to the CCA Site. Any factual issues related to the existence of a clear legal duty to provide water and wastewater services are undisputed.

123. Defendant City has admitted that it is required to provide water and wastewater service to the CCA Site.

124. Defendant City has fully negotiated and approved the terms and conditions of a Potable Water and Sewer Installation and Service Agreement with CCA-LLC, including the motion passed by the City Commission on December 7, 2011, pursuant to Agenda Item No. 14 and negotiations with the City Manager regarding the applicable surcharge.

125. The City's remaining duties are ministerial. The Mayor must simply execute the Potable Water and Sewer Installation and Service Agreement and deliver a copy thereof to CCA-LLC pursuant to authorization given on December 7, 2012.

WHEREFORE, Plaintiffs respectfully request that this Court issue a common law writ of mandamus commanding the City Commission to empower Mayor Ortis to execute the Potable Water and Sewer Installation and Service Agreement in the form attached to this Complaint as Exhibit 19, within ten (10) days of the execution of the writ, and the City Clerk to deliver a copy of the executed Potable Water and Sewer Installation and Service Agreement with CCA-LLC to CCA-LLC, and such further relief as this Court deems just and proper.

COUNT V

42 U.S.C. §1983 – VIOLATION OF THE EQUAL PROTECTION CLAUSE OF THE 14th AMENDMENT TO THE UNITED STATES CONSTITUTION BY THE CITY

126. Plaintiff restates and realleges the averments contained in Paragraphs 1 through 92 of this Complaint and incorporate the same by reference herein as if fully stated.

127. This is an action against Defendant City pursuant to 42 U.S.C. §1983 to enforce the Equal Protection Clause of the 14th Amendment to the United States Constitution.

128. The City has denied CCA equal protection of the laws guaranteed by the Equal Protection Clause of the 14th Amendment to the United States Constitution by failing to provide water and wastewater service to CCA, CCA-LLC and the CCA Site.

129. The City Commission is the chief policymaker for the City. Notwithstanding policies established previously, the City Commission has adopted a *de facto* new policy of the City to take any and all steps necessary to delay, and ultimately deny, provision of water and wastewater service to the CCA Site.

130. The City acted to adopt its new policy and to fail to provide water and wastewater service to CCA, CCA-LLC and the CCA Site under color of law.

131. The City's failure to provide water and wastewater service to CCA, CCA-LLC and the CCA Site is the proximate cause of CCA's and CCA-LLC's damages.

132. Plaintiffs have substantial likelihood of success on the merits.

133. Plaintiffs have no adequate remedy at law as the City's denial of water and sewer services to the CCA Site may result in CCA's and CCA-LLC's inability to build an immigration detention facility or otherwise use its property.

134. Plaintiffs will suffer irreparable harm if a declaration is not granted.

135. The requested relief will not be adverse to the public interest.

WHEREFORE, Plaintiffs respectfully requests that this Court grant judgment that the City's failure to provide water and wastewater service to the CCA Site is a violation of the Equal Protection Clause of the 14th Amendment to the United States Constitution, compelling the City to provide water and sewer service to the CCA Site at its applicable rates plus a surcharge of

25% in accordance with prevailing law, and awarding attorneys' fees and costs to Plaintiffs pursuant to 42 U.S.C. §1988(b), awarding costs, damages and such other and further supplemental relief to CCA as may be just and proper.

COUNT VI

TORTIOUS INTERFERENCE WITH CONTRACT
(Preliminary and Permanent Injunctive Relief)

136. Plaintiff restates and realleges the averments contained in Paragraphs 1 through 92 of this Complaint and incorporate the same by reference herein as if fully stated.

137. CCA has a contract dated July 25, 2005 with the Town under which it has the clear legal right to construct and operate a correctional facility on the CCA Site, the CCA-Town Contract. See Exhibit 3.

138. The City has knowledge of the CCA-Town Contract.

139. The City is intentionally interfering with the CCA-Town Contract by refusing to provide water and sewer services to the CCA Site.

140. CCA will suffer immediate and irreparable harm if the City is not enjoined from interfering with the CCA-Town Contract.

141. CCA has no adequate remedy at law.

WHEREFORE, Plaintiff CCA respectfully request that this Court enter a preliminary injunction, thereafter made permanent, enjoining the City from interfering with the CCA-Town Contract, and such further relief as this Court deems just and proper.

COUNT VII

TORTIOUS INTERFERENCE WITH CONTRACT
(Damages)

142. Plaintiff CCA restates and realleges the averments contained in Paragraphs 1 through 92 of this Complaint and incorporate the same by reference herein as if fully stated.

143. CCA has a contract dated July 25, 2005 with the Town under which it has the clear legal right to construct and operate a correctional facility on the CCA Site, the CCA-Town Contract. See Exhibit 3.

144. The City has knowledge of the CCA-Town Contract.

145. The City is intentionally interfering with the CCA-Town Contract by refusing to provide water and sewer services to CCA, CCA-LLC and the CCA Site.

146. CCA has suffered damages as a result of the City's interference with the CCA-Town Contract.

WHEREFORE, Plaintiff CCA demands judgment against the City for damages, costs, interest and seeks other and further relief as this Court deems just and proper.

COUNT VIII

TORTIOUS INTERFERENCE WITH ADVANTAGEOUS BUSINESS RELATIONSHIP
(Preliminary and Permanent Injunctive Relief)

147. Plaintiff CCA restates and realleges the averments contained in Paragraphs 1 through 92 of this Complaint and incorporate the same by reference herein as if fully stated.

148. CCA has an advantageous business relationship with ICE, whereby ICE intends to allow CCA to construct an immigration detention facility on the CCA Site.

149. The City has knowledge of the relationship between CCA and ICE.

150. The City has intentionally and unjustifiably interfered with the advantageous business relationship between CCA and ICE by refusing to agree to provide water and sewer services to the CCA Site.

151. CCA will suffer immediate and irreparable harm if the City is not enjoined from interfering with CCA's advantageous business relationship with ICE.

152. CCA has no adequate remedy at law.

WHEREFORE, Plaintiff CCA respectfully requests that this Court enter a preliminary injunction thereafter made permanent, enjoining the City from interfering with its advantageous business relationship with ICE, and other and further relief as this Court deems just and proper.

COUNT IX

TORTIOUS INTERFERENCE WITH ADVANTAGEOUS BUSINESS RELATIONSHIP
(Damages)

153. Plaintiff CCA restates and realleges the averments contained in Paragraphs 1 through 92 of this Complaint and incorporate the same by reference herein as if fully stated.

154. CCA has an advantageous business relationship with ICE, whereby ICE intends to allow on CCA to construct an immigration detention facility on the CCA Site.

155. The City has knowledge of the relationship between CCA and ICE.

156. The City has intentionally and unjustifiably interfered with the advantageous business relationship between CCA and ICE by refusing to agree to provide water and sewer services to the CCA Site.

157. CCA has suffered damages as a result of the City's action.

WHEREFORE, Plaintiff CCA demands judgment against the City for damages, costs, interest and seeks other and further relief as this Court deems just and proper.

Respectfully submitted,

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