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DOCUMENT ROUTING FORM

NAME OF DOCUMENT: INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR NATURESCAPE IRRIGATION SERVICE

Approved Comm. Mtg. on March 3, 2015 CAM#15-0013

ITEM: CR-3

Routing Origin: CAO Also attached: copy of CAM Original Documents

1) **City Attorney's Office: Approved as to Form: 3 Originals to City Manager**

DJ Williams-Persad _____

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward 3 originals to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Forward all originals to: Todd Hiteshew, Environmental Services Manager

Original Route form to Glynis Burney

3/20



Environmental Protection and Growth Management Department
ENVIRONMENTAL PLANNING AND COMMUNITY RESILIENCE DIVISION
115 S. Andrews Avenue, Room 329H • Fort Lauderdale, Florida 33301 • 954-519-1270 • FAX 954-519-1496

April 15, 2015

Office of the City Clerk
City of Fort Lauderdale
City Hall
100 North Andrews Ave.,
Fort Lauderdale, FL 33301

Re: NatureScape irrigation Service Interlocal Agreement

Dear Ms. Joseph,

We are pleased to share that on March 17th, as well as April 14th, 2015 the Broward County Board of County Commissioners approved the Interlocal Agreements in support of County-wide operation of the NatureScape Irrigation Service.

Enclosed you will find the fully executed copies of the subject agreement for your records. Let me know if you have any questions.

On behalf of the Environmental Planning and Community Resilience Division's **NatureScape Irrigation Service**, thank you for your patience and support to this important conservation program.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Carew", written over a horizontal line.

Robert Carew
NatureScape Irrigation Service Coordinator

cc: File

CITY CLERK

2015 APR 22 PM 1: 22

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

to

PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE
WITHIN THE WATER UTILITY SERVICE AREA AND AUTHORIZE BROWARD
COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART
OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS

3-3-15
CR-3
15-0013

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

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to

PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE
WITHIN THE WATER UTILITY SERVICE AREA AND AUTHORIZE BROWARD
COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART
OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS

This is an Interlocal Agreement, made and entered into by and between
BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred
to as "COUNTY,"

and

CITY OF FORT LAUDERDALE, hereinafter referred to as "NIS PARTNER" and
collectively as "parties."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida
Statutes (2012), also known as the "Florida Interlocal Cooperation Act of 1969", and
other Florida law; and

WHEREAS, a high quality and adequate water supply is key to the current and
continued support of urban and natural systems in Broward County; and

WHEREAS, consumptive use water supply allocations are limited by the South
Florida Water Management District's adoption of Restricted Allocation Areas in 2007;
and

WHEREAS, the Applicant's Handbook for Water Use Permit Applications within
the South Florida Water Management District requires that public water supply utilities
and landscape irrigation permittees develop and implement water conservation plans as
described in Subsections 2.3.2.E. and 2.3.2.F.; and

WHEREAS, the NatureScape Irrigation Service directly supports a number of
measures within these conservation plans demonstrating increases in water use
efficiency achieved through water conservation; and

WHEREAS, the NatureScape Irrigation Service also directly supports a number of water quality objectives that support compliance with regional and state regulatory programs including: Total Maximum Daily Loads, the National Pollutant Discharge Elimination System, and the recent Federal and State Numeric Nutrient Criteria; and

WHEREAS, the County-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by creating more water and making our water resources go further; and

WHEREAS, local municipalities and water utilities helped to develop the Integrated Water Resource Plan through representation on the Water Advisory Board to the Broward County Board of County Commissioners and its Technical Advisory Committee; and

WHEREAS, the conservation of water quality and quantity is a principal objective of the Integrated Water Resource Plan and is demonstrated to be one of the most cost-effective and immediate means of producing water for meeting future water supply needs; and

WHEREAS, successful implementation of the Integrated Water Resource Plan as a strategy for minimizing the impacts of climate change while protecting the quality and quantity of local water resources is dependent upon community-wide participation; and

WHEREAS, it is estimated that up to fifty percent (50%) of total water consumption in Broward County is due to outdoor irrigation, and landscape runoff associated with over-irrigation, and poorly maintained irrigation systems contribute to surface water pollution; and

WHEREAS, Mobile Irrigation Labs are identified by the State of Florida and the South Florida Water Management District as a preferred water conservation strategy offering measureable results; and

WHEREAS, in 2005, Broward County first collaborated with municipal and water utility partners in the launching of a NatureScape Irrigation Service, a local variation of a Mobile Irrigation Lab designed to provide COUNTY's NatureScape Irrigation Service partners ("NIS Partners") with detailed site evaluations and recommendations for producing water savings and water quality improvements through modifications in landscape and irrigation system design, maintenance, and operation; and

WHEREAS, in 2010, Broward County again collaborated with municipal and water utility partners in a second five-year agreement providing expanded NatureScape Irrigation Service water conservation services; and

WHEREAS, since its inception, the NatureScape Irrigation Service has helped local partners to achieve more than one billion gallons in annual water savings; and

WHEREAS, the parties desire to enter into a new agreement to provide for an additional five-year term to support water conservation goals, further water conservation strategies in support of consumptive use permit requirements, and achieve water quality improvements required by the United States Environmental Protection Agency's National Pollutant Discharge Elimination System permitting program, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and NIS PARTNER agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - This agreement includes Articles 1 through 9, and the exhibits and documents that are expressly incorporated herein by reference. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Environmental Planning and Community Resilience Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with NIS PARTNER and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** - The Administrative head of COUNTY appointed by the Board.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.6 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 COUNTY and NIS PARTNER shall perform all work and make all payments identified in this Agreement and Exhibit "A." This Agreement and Exhibit "A" describe COUNTY's and NIS PARTNER's obligations and responsibilities and are deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by COUNTY and NIS PARTNER impractical, illogical, or unconscionable.
- 2.2 NIS PARTNER acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.3 The COUNTY shall perform all COUNTY work identified in this Agreement, which includes the following specific program requirements:

NatureScape Irrigation Service Evaluations

- a. Ensure that evaluations are performed in a manner that is consistent with the protocols established in this Article and Exhibit "A."
- b. Perform at least six (6) evaluations, three (3) original and three (3) follow-up, per year on properties selected in coordination with NIS PARTNER pursuant to paragraphs 2.4 and 2.5 and located within the water service area of the NIS Partner.
- c. Evaluations will be performed by a Broward County staff person with training in irrigation system design and operation, expertise in landscape best management practices, and with permission and participation of the property owner/manager. The initial evaluation will serve to assess current rates of water consumption as a function of existing landscape design and maintenance and be based on the existing irrigation system's condition and standard operation. Following the initial evaluation, COUNTY will provide the property owner/manager with specific written recommendations for reducing total irrigation demands and increasing irrigation system efficiency through appropriate modifications in the landscape design, as well as irrigation system maintenance and operation. COUNTY will provide the property owner/manager a summary of the results of the evaluation in a site report and include the results in quarterly and annual program reports. The site report will include a description of the irrigation system and site, a list of recommended improvements, and a summary of current water consumption, potential water savings, and water savings realized as a result of the initial evaluation.

- d. Conduct follow-up evaluations of the three (3) evaluation sites selected by NIS PARTNER no more than three (3) months following the initial evaluation. Follow-up evaluations will consist of an assessment of the degree to which the site-specific recommendations have been implemented and quantification of the water savings achieved as a result of the recommended improvements. COUNTY will provide the results of the follow-up evaluation to the property owner/manager and included in quarterly and annual program reports.
- e. Identify and coordinate property owners/managers interested in pursuing NatureScape Certification as part of the NatureScape Irrigation Service evaluation. For interested property owners/managers, the County will provide expert assistance in developing a Florida Friendly Landscape™ in order to meet the NatureScape Broward certification criteria. Properties implementing NatureScape irrigation evaluation and Florida Friendly Landscape recommendations are eligible for certification as NatureScape properties as a result of the NatureScape Irrigation Service evaluation.
- f. Conduct additional NatureScape Irrigation Service site evaluations within each service area in accordance with Exhibit "A." The number of additional NatureScape Irrigation Service evaluations to be performed will reflect NIS Partner's relative contributions to the total operational budget. These additional NatureScape Irrigation Service evaluation sites may be selected at the discretion of the COUNTY and may be identified based on the participation of property owners/managers in the Broward "Know the Flow" course. NIS PARTNER will be notified in advance of additional evaluations to be conducted within its water service area. Evaluations and follow up evaluations will be conducted in accordance with the protocols detailed in this Article.
- g. Prepare a five-year summary of the program accomplishments, including:
 - 1) Total number and location of properties evaluated;
 - 2) Analysis of potential versus actual water savings achieved as a result of the NatureScape Irrigation Service;
 - 3) Discussion of realized improvements in landscape practices with consideration of water quality implications;
 - 4) Identification of properties certified as meeting NatureScape Broward criteria as a result of the NatureScape Irrigation Service; and
 - 5) Assessment of the overall performance of the NatureScape Irrigation Service.

2.4 NIS PARTNER agrees to provide COUNTY with an initial list of three (3) identified properties within its water service area to be potential targets for the NatureScape Irrigation Service, or coordinate with COUNTY to identify

appropriate such properties, upon final execution of the agreement, and annually thereafter for a period of five (5) years.

- 2.5 The annual list of properties shall be submitted by NIS PARTNER to the Environmental Planning and Community Resilience Division of the Broward County Environmental Protection Department by the beginning of each contract year, to enable the COUNTY to conduct the specified number of annual evaluations and prepare quarterly and annual reports in a timely manner.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on April 13, 2015, and shall end on April 12, 2020. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and like statutory provisions applicable to NIS PARTNER.
- 3.2 All site selections, duties, obligations, and responsibilities of COUNTY and NIS PARTNER required by this Agreement shall be completed no later than April 12, 2020. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY and NIS Partner agree to perform the services set forth in Article 2, SCOPE OF SERVICES, at a cost to NIS PARTNER of a Two Thousand and No Hundreds Dollars (\$2,000.00) base participation payment plus a per capita cost allocation based on the 2013 Lower East Coast Water Supply Plan and as shown in Exhibit "A." The fees for 2015, 2016, 2017, 2018, and 2019 shall be payable upon invoice and in accordance with the schedule shown in Exhibit "A" for the work actually performed. Additional evaluations and services can be added at a unit cost of Six Hundred Seventy-Five Dollars and No Hundreds (\$675.00) for each additional site evaluation with a follow-up visit, or Four Hundred Fifty Dollars and No Hundreds (\$450.00) for each additional site evaluation without a follow-up visit.
- 4.2 Payment shall be made to COUNTY at:

Broward County Board of County Commissioners
Jim Steinmuller, Accounting Division Administrator
Governmental Center, Room 220
115 South Andrews Avenue Fort Lauderdale, Florida 33301

ARTICLE 5

GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. NIS PARTNER and COUNTY are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of their respective agents or employees to the extent permitted by law.

ARTICLE 6

INSURANCE

COUNTY and NIS Partner are entities subject to Section 768.28, Florida Statutes, and COUNTY and NIS PARTNER shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for cause 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. This Agreement may also be terminated for convenience by the COUNTY or NIS PARTNER. Termination for convenience by the COUNTY or NIS PARTNER shall be effective on the termination date stated in written notice provided by COUNTY or NIS PARTNER, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator or the City Manager upon such notice as the County Administrator or the City Manager deems appropriate under the circumstances in the event the County Administrator or the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY or NIS PARTNER erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 7.2 This Agreement may be terminated for cause for reasons including, but not limited to, either party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may

also be terminated for cause if either party is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if either party provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator or the City Manager, which the County Administrator or City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience by the COUNTY or NIS PARTNER, any services properly performed under the Agreement through the termination date specified in the written notice of termination shall be paid. COUNTY and NIS PARTNER acknowledge that each has received good, valuable and sufficient consideration from the parties, the receipt and adequacy of which are hereby acknowledged by the parties, in exchange for the right to terminate this Agreement for convenience.
- 7.5 For a NIS PARTNER that does not have a City Manager, the words "City Manager" as used in this agreement shall mean the Chief Executive Officer of such NIS PARTNER.

ARTICLE 8

EEO

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Neither COUNTY nor NIS PARTNER shall unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16, Broward County Code of Ordinances. In addition, COUNTY and NIS PARTNER shall take affirmative steps to prevent discrimination in employment against disabled persons.

ARTICLE 9

MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other documents provided to NIS PARTNER by COUNTY or created by COUNTY in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed by COUNTY, COUNTY grants to NIS PARTNER a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other documents prepared by COUNTY, whether finished or unfinished, shall remain the property of the COUNTY, and, if in the possession of NIS PARTNER, shall be delivered by NIS PARTNER to the Contract Administrator within seven (7) days of termination of this Agreement by either party.

9.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes, and NIS PARTNER is a public agency subject to Chapter 119, Florida Statutes or an Interlocal partner acting in conjunction with COUNTY pursuant to Section 119.0701, Florida Statutes. Accordingly, COUNTY and NIS PARTNER shall:

- 9.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained under this Agreement;
- 9.2.2 Provide the public with access to such public records at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 9.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law.

The failure of NIS PARTNER or COUNTY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement, and COUNTY or NIS PARTNER shall enforce the default in accordance with the provisions set forth in Article 7.

9.3 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of

delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director, Environmental Planning and Community Resilience Division
Governmental Center, Room 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With copy to:
County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

FOR NIS PARTNER:

Mayor, City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

9.4 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

NIS PARTNER or COUNTY'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.

9.5 COMPLIANCE WITH LAWS

COUNTY and NIS PARTNER shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.6 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or NIS PARTNER elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

9.7 JOINT PREPARATION

The parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

9.8 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," 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 of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.9 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.10 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement,

and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, NIS PARTNER AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.

9.11 AMENDMENTS

The parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and NIS PARTNER or others delegated authority to or otherwise authorized to execute same on their behalf.

9.12 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.13 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A" is incorporated into and made a part of this Agreement.

9.14 REPRESENTATION OF AUTHORITY

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

9.15 MULTIPLE ORIGINALS

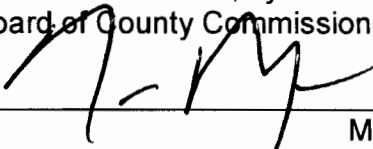
Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 14th day of April, 2015, and CITY OF FORT LAUDERDALE, signing by and through its City Manager, duly authorized to execute same.
COUNTY

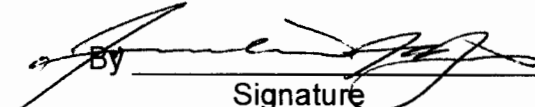
ATTEST:

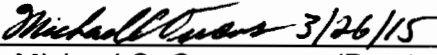
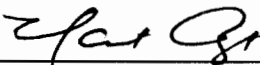
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners
By  Mayor
14th day of April, 2015

Insurance requirements
approved by Broward County
Risk Management Division

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

By  3/24/15
Signature (Date)
Risk Management Division
Print Name and Title above
Risk Management and
Contracts Manager

By  3/26/15
Michael C. Owens (Date)
Senior Assistant County Attorney
 3/27/15
Maite Azcoitia (Date)
Deputy County Attorney



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE TO PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE WITHIN THE WATER UTILITY SERVICE AREA AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS

CITY OF FORT LAUDERDALE

Attest:

Jonda K. Joseph
Clerk

By: [Signature]
City Manager

16 day of MARCH, 2015

APPROVED AS TO FORM:

By: [Signature]
Ass. City Attorney

Exhibit "A" - NatureScape Irrigation Service Proposed Cost Distribution for 21 Partners FY 2015-2019

	Service Area Population (2010) ¹	Base Participation Per Year	Evaluations ²			2015 Total Cost ³	2016 Total Cost	2017 Total Cost	2018 Total Cost	2019 Total Cost	5-Year Cost
			Initial & Follow-up	Additional Evaluations Based on Service Area	Total						
Coconut Creek	53,915	\$2,000	6	2	8	\$4,900	\$5,047	\$5,198	\$5,354	\$5,515	\$26,015
Cooper City	28,543	\$2,000	6	1	7	\$3,785	\$3,899	\$4,016	\$4,136	\$4,260	\$20,095
Coral Springs	58,029	\$2,000	6	2	8	\$5,174	\$5,329	\$5,489	\$5,654	\$5,823	\$27,469
CSID	36,969	\$2,000	6	2	8	\$4,410	\$4,542	\$4,679	\$4,819	\$4,963	\$23,413
Dania Beach	14,840	\$2,000	6	1	7	\$3,142	\$3,236	\$3,333	\$3,433	\$3,536	\$16,681
Davie	27,548	\$2,000	6	1	7	\$3,700	\$3,811	\$3,925	\$4,043	\$4,164	\$19,644
Deerfield Beach	51,842	\$2,000	6	2	8	\$4,897	\$5,044	\$5,195	\$5,351	\$5,512	\$25,999
Fort Lauderdale*	173,586	\$2,000	6	9	15	\$10,808	\$11,132	\$11,466	\$11,810	\$12,164	\$57,380
Hallandale Beach	37,113	\$2,000	6	2	8	\$4,475	\$4,609	\$4,748	\$4,890	\$5,037	\$23,758
Hollywood*	143,935	\$2,000	6	6	12	\$8,815	\$9,079	\$9,352	\$9,632	\$9,921	\$46,800
Lauderdale Lakes	33,191	\$2,000	6	1	7	\$4,314	\$4,443	\$4,577	\$4,714	\$4,855	\$22,904
Lauderhill	58,114	\$2,000	6	2	8	\$5,195	\$5,351	\$5,511	\$5,677	\$5,847	\$27,581
Margate	58,314	\$2,000	6	2	8	\$5,230	\$5,387	\$5,549	\$5,715	\$5,886	\$27,767
Miramar	116,715	\$2,000	6	4	10	\$7,250	\$7,468	\$7,692	\$7,922	\$8,160	\$38,492
North Lauderdale	32,994	\$2,000	6	1	7	\$4,285	\$4,414	\$4,546	\$4,682	\$4,823	\$22,750
Oakland Park**	29,761	\$2,000	6	1	7	\$3,812	\$3,926	\$4,044	\$4,165	\$4,290	\$20,238
Pembroke Pines	152,002	\$2,000	6	6	12	\$9,251	\$9,529	\$9,814	\$10,109	\$10,412	\$49,115
Plantation	91,812	\$2,000	6	4	10	\$6,367	\$6,558	\$6,755	\$6,957	\$7,166	\$33,803
Pompano Beach	79,917	\$2,000	6	3	9	\$6,191	\$6,377	\$6,568	\$6,765	\$6,968	\$32,869
Sunrise	211,403	\$2,000	6	8	14	\$10,817	\$11,142	\$11,476	\$11,820	\$12,175	\$57,429
Tamarac	56,064	\$2,000	6	2	8	\$5,138	\$5,292	\$5,451	\$5,614	\$5,783	\$27,278
Total	1,546,607	\$42,000	126	62	188	\$121,956	\$125,615	\$129,383	\$133,265	\$137,263	\$647,481

* Retail Service Area only

** Served by Fort Lauderdale

1. 2010 service area populations are taken from the 2013 Lower East Coast Water Supply Plan

2. A total of 186 evaluations will be completed annually. Each NIS Partner will coordinate with County to select 3 properties for 3 initial and 3 follow-up evaluations used in calculating long-term water savings. Additional evaluations are allocated based on each party's service area population relative to the total area included in the NIS partnership. Extra evaluations can be added for \$675 with a follow-up or \$450 without a follow-up.

The selection of the evaluation sites will be made in coordination with the NIS Partners' input and all results will be presented in the quarterly and annual reports.

3. The 2015 Total Cost was derived from the previous agreement 2014 Total Costs. Total costs for each year after 2015 reflect a 3% cost of living increase.