

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Daniel Colabella, Utilities Director, 954-433-4000

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A PARTNERSHIP COMMITMENT FORM AND AN INTERLOCAL AGREEMENT WITH BROWARD COUNTY TO PARTICIPATE IN THE RAIN SHUTOFF DEVICE PILOT PROGRAM FOR QUALIFIED PROGRAM PARTICIPANTS.

REPORT IN BRIEF:

The Town wishes to participate in the rain shutoff device pilot program for qualified program participants in an effort to reduce the excessive use of water for landscape irrigation accounts. The installation of rain shut-off devices provides an opportunity to conserve water by reducing the excessive use of water for landscape irrigation.

PREVIOUS ACTIONS: Not applicable

CONCURRENCES: Not applicable

FISCAL IMPACT: None

RECOMMENDATION(S): Motion to approve the resolution

Attachment(s): Resolution, Proclamation, Partnership Commitment Form, Interlocal Agreement with Broward County

A
THE
EXECUTE
FOR
PERFORMED
PROVIDING AN EFFECTIVE DATE.

RESOLUTION
RAIN

PERMITTING
BY

WHEREAS, the excessive use of water for landscape irrigation accounts for the greatest waste of water in South Florida's counties and cities; and

WHEREAS, the installation of rain shutoff devices provides an opportunity to conserve water by reducing the excessive use of water for landscape irrigation; and

WHEREAS, it is anticipated that Broward County will receive a \$50,000.00 grant from the South Florida Water Management District for contracting with licensed contractors to install the devices; and

WHEREAS, the Town of Davie wishes to participate in the pilot program if Broward County receives the grant; and

WHEREAS, the Town wishes to enter into an Interlocal Agreement for permitting and inspection services for rain shutoff devices to be performed by the Broward County Building Code Services Division and wishes to authorize the Mayor to enter into an agreement providing for same.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town of Davie wishes to participate in the Rain Shutoff Device Pilot Program initiated by Broward County if the County receives the grant from the South Florida Water Management District.

SECTION 2. The Town residents through limited to newsletters, Council meetings, and press releases.

SECTION 3. The Town of Davie shall determine which participants are selected for the program from participants representing single family homes, multi-family homes, and condominiums.

SECTION 4. The Town of Davie shall prequalify participants by verifying that the water is supplied by a utility (not well water or lake water) and that a low voltage timer is already present and operational.

SECTION 5. The Town of Davie shall require that as a prerequisite for participation in the Rain Shutoff Device Pilot Program, each participant **MUST** attend a workshop taught by staff from the Broward County Department of Planning and Environmental Protection (DPEP) to qualify for the Program.

SECTION 6. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2002.

WATER CONSERVATION PROJECT
RAIN SHUTOFF DEVICE INCENTIVE PROGRAM
PROCLAMATION

WHEREAS, the Town of Davie is committed to the efficient and effective protection of its water resources, and such use of these resources is the key to conserving them; and

WHEREAS, the Town of Davie desires to support the efforts of Broward County and the South Florida Water Management District to promote water conservation with Broward County; and

WHEREAS, fresh water is a precious and critical part of the environment of South Florida and is essential to our citizens; and

WHEREAS, the State of Florida under Statute 373.62 requires that all automatic irrigation systems installed after May 1, 1991, shall be equipped with a rain sensor device or switch; and

WHEREAS, the Broward County Board of County Commissioners desires to offer an incentive to residents who have an irrigation system installed prior to May 1, 1991, to install a rain sensor device; and

WHEREAS, Broward County Department of Planning and Environmental Protection has entered into a grant partnership with the South Florida Water Management District to provide funding for an incentive program for residents of single family homes, multi-family homes and condominiums not impacted by State Statute 373.62 by providing free rain shutoff devices.

THEREFORE, be it proclaimed by the Town of Davie that:

1. All community members and business of the Town of Davie are urged to conserve water at all times, not only during water restrictions.
2. The Town of Davie supports Broward County's Rain Shutoff Device Program and urges our citizens to participate by contacting the Town of Davie Utilities Department, to sign up.

Dated:

Prepared by: Heidi K. Cavicchia
Return to: Town of Davie
Utilities Department
6591 Orange Drive
Davie, FL 33314

INTERLOCAL AGREEMENT FOR
PERMITTING AND INSPECTION SERVICES
FOR RAIN SHUTOFF DEVICES TO BE PERFORMED BY
THE BROWARD COUNTY BUILDING CODE SERVICES DIVISION,
DEPARTMENT OF SAFETY AND EMERGENCY SERVICES

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

TOWN OF DAVIE, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "TOWN."

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

WHEREAS, the excessive use of water for landscape irrigation accounts for the greatest waste of water in South Florida's counties and cities; and

WHEREAS, the installation of rain shut-off devices provides an opportunity to conserve water by reducing the excessive use of water for landscape irrigation; and

WHEREAS, it is anticipated that Broward County will receive a \$50,000.00 grant from the South Florida Water Management District to implement a rain shutoff device pilot program in Broward County by contracting with licensed contractors to install the devices; and

WHEREAS, TOWN wishes to participate in the pilot program if Broward County receives the grant; and

WHEREAS, it is anticipated that the cost of the installation of the rain shutoff devices will be between \$50.00 and \$75.00 per installation; and

WHEREAS, COUNTY shall issue a rebate of \$50.00 to the licensed contractor for each completed job and the qualified program participant shall be responsible for the

difference; and

WHEREAS, TOWN wishes to participate in the pilot program and allow the COUNTY to issue permits and provide inspections for rain shutoff devices for qualified program participants within TOWN; and

WHEREAS, COUNTY, through its Division of Building Code Services, is willing to perform permitting and inspection services for rain shutoff devices pursuant to the terms and conditions hereafter set forth; NOW, THEREFORE,

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

ARTICLE 1 - SCOPE OF SERVICES

1.1 TOWN agrees to transfer to COUNTY the authority to perform the permitting and inspection services for rain shutoff devices for qualified program participants within TOWN.

1.2 It is specifically understood and agreed that all rights and powers as may be vested in the TOWN pursuant to Chapter 166, Florida Statutes, or any other law or ordinance or Charter provision of the TOWN not specifically addressed by this Agreement, shall be retained by TOWN.

1.3 COUNTY shall issue the permits and waive the permitting and inspection fees for qualified program participants in the Rain Shutoff Device Pilot Program.

ARTICLE 2 - RAIN SHUTOFF DEVICE PILOT PROGRAM

2.1 COUNTY shall purchase 1,000 rain shutoff devices from the COUNTY's Pollution Recovery Trust Fund.

2.2 TOWN will be allocated 47 rain shutoff devices. This number was calculated based on population figures taken from the 2000 census.

2.3 TOWN agrees to market the Rain Shutoff Device Pilot Program to their residents through any means which TOWN determines will reach the most residents including but not limited to newsletters, Council meetings, and press releases.

2.4 TOWN shall determine which participants are selected for the program from participants representing single family homes, multi-family homes, and condominiums. TOWN shall prequalify participants by:

2.4.1 Verifying that the water is supplied by a utility (not well or lake water), and

2.4.2 Verifying that a low voltage timer is already present and operational.

COUNTY shall provide TOWN with a checklist of questions to assist in qualifying participants.

2.5 When TOWN selects the qualified participants, TOWN agrees that as a prerequisite for participation in the Rain Shutoff Device Pilot Program, each participant **MUST** attend a workshop taught by staff from the Broward County Department of Planning and Environmental Protection (DPEP) to qualify for the Program. TOWN agrees to work with DPEP staff to set up the appointment for installation of the device.

2.6 Participants will receive the rebate coupon after attendance at the workshop. The coupon will contain the name and phone number of the licensed contractor hired to do work in their area. Participants shall have the responsibility of calling the licensed contractor and setting up an appointment for installation of the device.

2.7 COUNTY shall issue the permit for installation of the device and waive the permit and inspection fee.

2.8 The licensed contractor will install the device according to the manufacturer's recommendation and according to Florida Building Code within ninety (90) days of being issued the permit by COUNTY.

2.9 The participant will pay the licensed contractor the cost of the installation less the \$50.00 rebate. The participant will sign that the work has been completed on a form provided by COUNTY. The licensed contractor will submit a copy of the participant-signed form to COUNTY for payment. COUNTY will issue a rebate of \$50.00 to the licensed contractor for each completed job.

ARTICLE 3 - TERM OF AGREEMENT

3.1 This Agreement shall be deemed to have commenced on the last date executed by the parties and shall continue in full force and effect for one (1) year from that date.

3.2 This Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by the COUNTY or the TOWN is provided pursuant to Article 7, NOTICES.

ARTICLE 4 - GOVERNMENTAL IMMUNITY

TOWN is a state agency as defined in Chapter 768.28, Florida Statutes, and COUNTY is a political subdivision of the State of Florida. Each agrees to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 5 - INSURANCE

COUNTY is self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

ARTICLE 6 - TERMINATION

This Agreement may be terminated by either party upon ninety (90) days written notice to the other party of such termination pursuant to Article 7, NOTICES, herein.

ARTICLE 7 - NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

TO COUNTY:

Director, Broward County Building Code Services Division
955 South Federal Highway
Fort Lauderdale, Florida 33316

With copy to:

County Administrator
115 South Andrews Avenue, Suite 409
Fort Lauderdale, Florida 33301

TO TOWN:

Daniel Colabella, Utilities Director
TOWN OF DAVIE
6591 Orange Drive
Davie, Florida 33314

With copy to:

Thomas J. Willi, Town Administrator
TOWN OF DAVIE
6591 Orange Drive
Davie, Florida 33314

ARTICLE 8 - MISCELLANEOUS PROVISIONS

8.1 **ASSIGNMENT:** COUNTY shall perform the selected Services provided for in this Agreement exclusively and solely for the TOWN which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

8.2 **WAIVER:** The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be

construed as a waiver of any future or continuing similar or dissimilar failure.

8.3 SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

8.4 ENTIRE AGREEMENT: It is understood and agreed that this Agreement incorporates and includes all prior negotiations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.5 MODIFICATION: It is further agreed that no modifications, amendments or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.6 CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

8.7 DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

8.8 RECORDING: This Agreement shall be recorded in the public records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement between BROWARD COUNTY and the TOWN OF DAVIE for selected services to be performed by the Broward County Building Code Services Division on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its ~~Chair or Vice-Chair, authorized to execute~~ same by Board action on the _____ day of _____, 2002 and the TOWN OF DAVIE, signing by and through its Mayor, authorized to execute same by Council action on the _____ day of _____, 2002.

COUNTY _____

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of Broward
County, Florida

By

Chair

day of _____, 2002

Approved as to form
Office of County Attorney
Broward County, Florida
Edward A. Dion, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: 954-357-7600
Telecopier: 954-357-6968

By

Assistant County Attorney

INERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR
PERMITTING AND INSPECTION SERVICES FOR RAIN SHUTOFF DEVICES TO BE
PERFORMED BY THE BROWARD COUNTY BUILDING CODE SERVICES DIVISION,
DEPARTMENT OF SAFETY AND EMERGENCY SERVICES.

TOWN OF DAVIE

By

Harry Venis, Mayor

Town Clerk

day of _____, 2002

APPROVED AS TO FORM:

By

Monroe Kiar, Town Attorney



Department of Planning and Environmental Protection

Administration
218 S.W. 1st Avenue
Fort Lauderdale, FL 33301
(954) 519-1200 • Fax: (954) 519-1493

PARTNERSHIP COMMITMENT FORM FOR WATER CONSERVATION GRANT

Name of City or Town _____
Project Contact Name _____
Project Contact Phone _____ Contact Fax _____
Project Contact E-Mail _____
Project Contact Address _____ (Zip) _____

The following items are required to be done by each city:

- Endorse project in writing by providing your City Manager or Mayor's signature below.
- Market the program to your citizens.
- Select the participants in your city with representation from single family homes, multi family homes and condominiums.
- Conduct and advertise an outreach event for participants, provide the meeting location.
- Provide water utility billing information on all participants both before and after device installation.

Either

- Waive permitting fees for residents who participate by issuing a Resolution like the example enclosed **OR**
- Sign an Interlocal agreement with Broward County to do the permitting, waive the permitting fee and conduct follow-up inspections. The Interlocal agreement is enclosed.
(you must check one or the other and provide either the Resolution or the Interlocal Agreement).

The following items are suggested to be done by each city (please check at least one):

- Install devices on city property
- Provide refreshments, speakers at the outreach event
- Provide a videographer at outreach event, televise over local access television
- Other _____

We agree to provide the above checked items in support of the Broward County Rain Start off Device Incentive Program.

(Printed Name of City Manager or Mayor)

Signature

Date

Send this completed form to Kay Sommers, Broward County Department of Planning and Environmental Protection, 218 SW 1st Avenue, Ft Lauderdale, FL 33301 or fax to Kay Sommers at (954) 765-4804

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS — An Equal Opportunity Employer and Provider of Services

Joseph A. Bookouton, Jr. Don Prober Suzanne N. Gumbourge Keith D. Jacobs Nina Leberman Lori Patricia Patten John F. Radtman, Jr. Jaymie A. Scott Debra Wessington-Klein

Visit us on the Internet: www.broward.org