

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM:** Monroe D. Kiar, Town Attorney, (954) 584-9770

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE ADOPTING AND AUTHORIZING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR NATURESCAPE IRRIGATION SERVICE.

**REPORT IN BRIEF:** This Resolution authorizes the Town to enter into an interlocal agreement with Broward County which will provide cost share support of a NatureScape Irrigation Service to be operated by Broward County within the water utility service areas and which will authorize Broward County to conduct specific technical activities required as part of landscape and irrigation system evaluations to be performed by the Broward County Environmental Protection Department.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** None

**FISCAL IMPACT:** \$1,500.00 per year, plus \$0.03 per capita in 2005, and \$0.02 in 2006, 2007, 2008 and 2009, based on the 2000 Census data.

**RECOMMENDATION(S):** This Resolution is suitable for the Town Council's review and approval.

**ATTACHMENTS:** Resolution, Interlocal Agreement

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE ADOPTING AND AUTHORIZING THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE TOWN OF DAVIE FOR NATURESCAPE IRRIGATION SERVICE.

WHEREAS, Broward County and the Town of Davie desire to enter into an interlocal agreement pursuant to Florida Statute § 163.01 (1991), also known as the "Florida Interlocal Cooperation Act of 1969", and other Florida law; and

WHEREAS, consumptive use water demands county-wide are projected to increase 47 percent between 2000 and 2005, resulting in a potential water deficit of nearly 100 million gallons per day based on current rates of consumption and permitted pumpage from the Biscayne Aquifer; 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, 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, it is estimated that 25 percent to 50 percent of the total water consumption in Broward County is due to outdoor irrigation and landscape runoff associated with over-irrigation and poorly maintained irrigation systems has been identified as one of the primary sources of service water pollution; and

WHEREAS, as part of the Integrated Water Resource Plan, the NatureScape Broward initiative is designed to assist property managers and landscape professionals in the implementation of environmentally sound landscape practices that serve to reduce total irrigation demands, improve the efficiency of irrigation systems, provide education regarding proper fertilizer and pesticide application, and create native habitat; and

WHEREAS, the County proposes to operate a NatureScape Irrigation Service in support of the NatureScape Broward objectives; and

WHEREAS, the NatureScape Irrigation Service will include a detailed evaluation of existing landscape design, operation, and maintenance, and recommendation of specific strategies for producing water savings and improvements in water quality through modifications in landscape and irrigation system design and maintenance; and

WHEREAS, water utilities and municipalities are likely to benefit from these services during the consumptive use permit process based on demonstrative water conservation measures and actual water savings; and

WHEREAS, the parties are desirous of procuring the services of a NatureScape Irrigation Service to further water conservation strategies in support of consumptive use permit requirements and water quality improvements as part of the EPA's National Pollutant Discharge Elimination System permitting program; and

WHEREAS, the parties desire to enter into an interlocal agreement which will provide cost share support of a NatureScape Irrigation Service to be operated by Broward County within the water utility service areas and which will authorize Broward County to conduct specific technical activities required as part of landscape and irrigation system evaluations to be performed by the Broward County Environmental Protection Department.

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

SECTION 1. The Town Council of the Town of Davie hereby authorizes the Mayor and the Town Administrator to enter into the Interlocal Agreement between Broward County and the Town of Davie, which is attached hereto as Exhibit "A."

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2005

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COCONUT CREEK, CITY OF COOPER CITY, CITY OF CORAL SPRINGS,  
CITY OF DANIA BEACH, TOWN OF DAVIE, CITY OF DEERFIELD BEACH, CITY OF  
FORT LAUDERDALE, CITY OF HOLLYWOOD, CITY OF LAUDERDALE LAKES, CITY  
OF LAUDERHILL, CITY OF MARGATE, CITY OF MIRAMAR, CITY OF NORTH  
LAUDERDALE, CITY OF OAKLAND PARK, CITY OF PEMBROKE PINES, CITY OF  
PLANTATION, CITY OF POMPANO BEACH, CITY OF SUNRISE, CITY OF  
TAMARAC, CORAL SPRINGS IMPROVEMENT DISTRICT, and  
NORTH SPRINGS IMPROVEMENT DISTRICT

to

PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE  
TO BE OPERATED BY BROWARD COUNTY WITHIN THE WATER UTILITY  
SERVICE AREAS AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC  
TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION  
SYSTEM EVALUATIONS TO BE PERFORMED BY THE BROWARD COUNTY  
ENVIRONMENTAL PROTECTION DEPARTMENT

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COCONUT CREEK, CITY OF COOPER CITY, CITY OF CORAL SPRINGS,  
CITY OF DANIA BEACH, TOWN OF DAVIE, CITY OF DEERFIELD BEACH, CITY OF  
FORT LAUDERDALE, CITY OF HOLLYWOOD, CITY OF LAUDERDALE LAKES, CITY  
OF LAUDERHILL, CITY OF MARGATE, CITY OF MIRAMAR, CITY OF NORTH  
LAUDERDALE, CITY OF OAKLAND PARK, CITY OF PEMBROKE PINES, CITY OF  
PLANTATION, CITY OF POMPANO BEACH, CITY OF SUNRISE, CITY OF  
TAMARAC, CORAL SPRINGS IMPROVEMENT DISTRICT, and  
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SERVICE AREAS AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC  
TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION  
SYSTEM EVALUATIONS TO BE PERFORMED BY THE BROWARD COUNTY  
ENVIRONMENTAL PROTECTION DEPARTMENT

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 COCONUT CREEK, CITY OF COOPER CITY, CITY OF CORAL  
SPRINGS, CITY OF DANIA BEACH, TOWN OF DAVIE, CITY OF DEERFIELD  
BEACH, CITY OF FORT LAUDERDALE, CITY OF HOLLYWOOD, CITY OF  
LAUDERDALE LAKES, CITY OF LAUDERHILL, CITY OF MARGATE, CITY OF  
MIRAMAR, CITY OF NORTH LAUDERDALE, CITY OF OAKLAND PARK, CITY OF  
PEMBROKE PINES, CITY OF PLANTATION, CITY OF POMPANO BEACH, CITY OF  
SUNRISE, and CITY OF TAMARAC, municipal corporations existing under the laws of  
the state of Florida, CORAL SPRINGS IMPROVEMENT DISTRICT and NORTH  
SPRINGS IMPROVEMENT DISTRICT, independent political subdivisions of the state of  
Florida, hereinafter referred to as "SECOND PARTIES."

WHEREAS, this Agreement is entered into pursuant to § 163.01, Florida Statutes (1991), 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 demands county-wide are projected to increase 47 percent between 2000 and 2025, resulting in a potential water deficit of nearly 100 million gallons per day based on current rates of consumption and permitted pumpage from the Biscayne Aquifer; and

WHEREAS, local water providers are facing immediate decisions related to planning for future water supply needs for human and natural systems; 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 principle 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 protecting the quality and quantity of local water resources is dependent upon community-wide participation; and

WHEREAS, it is estimated that twenty-five to fifty percent of total water consumption in Broward County is due to outdoor irrigation, and landscape runoff associated with over-irrigation and poorly maintained irrigation systems has been identified as one of the primary sources of surface water pollution; and

WHEREAS, as part of the Integrated Water Resource Plan the NatureScape Broward initiative is designed to assist property managers and landscape professionals in the implementation of environmentally sound landscape practices that serve to reduce total irrigation demands, improve the efficiency of irrigation systems, provide education regarding proper fertilizer and pesticide application, and create native habitat; and

WHEREAS, the County proposes to operate a NatureScape Irrigation Service in support of the NatureScape Broward objectives; and

WHEREAS, the NatureScape Irrigation Service will include a detailed evaluation of existing landscape design, operation, and maintenance, and recommendation of specific strategies for producing water savings and improvements in water quality through modifications in landscape and irrigation system design and maintenance; and

WHEREAS, water utilities and municipalities are likely to benefit from these services during the consumptive use permit process based on demonstrated water conservation measures and actual water savings; and

WHEREAS, the parties are desirous of procuring the services of a NatureScape Irrigation Service to further water conservation strategies in support of consumptive use permit requirements and water quality improvements as part of the EPA's National Pollutant Discharge Elimination System permitting program; NOW, THEREFORE,

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

#### ARTICLE 1

##### DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - This document, Articles 1 through 8, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board - The Broward County Board of County Commissioners.
- 1.3 Contract Administrator - The Broward County Administrator, the Director of the Broward County Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with SECOND PARTIES 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 - The Board as defined in Section 1.2 unless expressly provided otherwise.

- 1.5 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 Project - The Project consists of the services described in Article 2.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 The COUNTY shall perform all work identified in this Agreement, which includes the following specific program requirements:

#### NatureScape Irrigation Service Evaluations

- a. Coordinate with state-funded Mobile Irrigation Labs to ensure that evaluations are performed in a manner that is consistent with established protocol to allow for comparison with data collected state-wide.
- b. Perform NatureScape Irrigation Service evaluations on properties located within the water service area supported by each of the SECOND PARTIES.
- c. On an annual basis, conduct an initial evaluation on at least three sites that are to be selected at the discretion of each of the SECOND PARTIES. The NatureScape Irrigation Service evaluation 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 manager/owner. The initial evaluation will serve to assess current rates of water consumption as a function of existing landscape design and maintenance, and based on the existing irrigation system condition and standard operation. Following the initial evaluation, the NatureScape Irrigation Service will provide the property owner/manager with specific recommendations for reducing total irrigation demands and increasing irrigation system efficiency through appropriate modifications in the landscape design, and irrigation system maintenance and operation. The results of the evaluation will be summarized in a site report to be distributed to the property owner/manager, presented in quarterly and annual program reports, and will include: a description of the site; list of recommended improvements; summary of current water consumption, potential water savings, and water savings realized as a result of the initial evaluation.

- d. No more than three months following the initial evaluation, conduct a follow-up evaluation of the three sites selected by each of the SECOND PARTIES. The follow-up evaluation 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. The results of the follow-up evaluation will be presented to the property manager/owner and presented in quarterly and annual program reports.
- e. Identify and coordinate property managers/owners interested in pursuing NatureScape Certification as part of the NatureScape Irrigation Service evaluation. The County will provide property managers with expert assistance in developing a "Florida Friendly" landscape in order to meet the NatureScape Broward certification criteria. Properties certified as NatureScape properties as a result of the NatureScape Irrigation Service evaluation will be provided with unique signage to reflect this achievement and will be identified in the quarterly and annual program reports.
- f. Conduct additional NatureScape Irrigation Service site evaluations within each service area in accordance with the schedule presented in "EXHIBIT A". The number of additional NatureScape Irrigation Service evaluations to be performed will reflect each of the SECOND PARTIES' 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. Each of the SECOND PARTIES will be notified in advance of additional evaluations to be conducted within their respective service areas. Evaluations will be conducted in accordance with the protocol detailed above in sections 2.1.a, 2.1.c, and 2.1.e.
- g. Prepare a five-year summary of the program accomplishments, including:
  - 1) The total number and location of properties evaluated;
  - 2) An analysis of potential versus actual water savings achieved as a result of the program;
  - 3) A discussion of realized improvements in landscape practices with consideration of water quality implications;
  - 4) Identification of NatureScape properties certified as a result of the NatureScape Irrigation Service, and;
  - 5) An assessment of the overall performance of the NatureScape Irrigation Service with respect to similar state-funded operations.

ARTICLE 3

SECOND PARTIES RESPONSIBILITIES

The SECOND PARTIES agree to provide the information indicated to the COUNTY within the time frames shown to enable the COUNTY to conduct the specified number of annual evaluations and present timely submittal of quarterly and annual reports.

Identify three (3) properties annually to be targeted for the NatureScape Irrigation Service, or coordinate with the COUNTY to identify appropriate properties. The list of identified properties must be submitted to the Water Resources Division of the Environmental Protection Department upon final execution of the agreement in 2005, and by January 1, 2006, 2007, 2008, and 2009 for inclusion in the Program Plan.

ARTICLE 4

FINANCIAL CONTRIBUTION

COUNTY agrees to perform the services set forth in Article 2, SCOPE OF SERVICES, at a cost to each PARTY of \$1,500.00 per year, plus \$0.03 per capita in 2005, and \$0.02 per capita in 2006, 2007, 2008, and 2009, based on the 2000 Census data. The fees for 2005, 2006, 2007, 2008, and 2009 shall be payable upon invoice and in accordance with the schedule shown in "EXHIBIT A" for the work actually performed. Payment shall be made to COUNTY at:

Board of Broward County Commissioners  
Jim Steinmuller, Accounting Administrator  
Governmental Center, Room 221  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

ARTICLE 5

TERMS OF AGREEMENT

This Agreement shall remain in full force and effect unless written notice of termination by COUNTY or any SECOND PARTIES is provided pursuant to Article 7, NOTICES.

ARTICLE 6

ACCESS TO RECORDS AND OWNERSHIP OF DOCUMENTS

This Agreement may be unilaterally canceled by the parties for refusal by a party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by SECOND PARTY, whether finished or unfinished, shall be delivered by SECOND PARTIES to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to SECOND PARTIES shall be withheld until all documents are received as provided herein.

Neither SECOND PARTIES nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

ARTICLE 7

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 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:

COUNTY:

Environmental Protection Department  
Director, Broward County Water Resources Division  
218 SW 1st Avenue  
Fort Lauderdale, Florida 33301

SECOND PARTIES:

Mayor, City of Coconut Creek  
4800 West Copans Road  
Post Office Box 63-4007  
Coconut Creek, Florida 33063

Mayor, City of Cooper City  
9090 Southwest 50 Place  
Cooper City, Florida 33328

Mayor, City of Coral Springs  
9551 West Sample Road  
Coral Springs, Florida 33065

Mayor, City of Dania Beach  
100 West Dania Beach Boulevard  
Dania Beach, Florida 33004

Mayor, Town of Davie  
6591 Southwest 45 Street  
Davie, Florida 33314

Mayor, City of Deerfield Beach  
150 Northeast Second Avenue  
Deerfield Beach, Florida 33441

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

Mayor, City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020  
Mayor, City of Lauderdale Lakes  
4300 NW 36 Street  
Lauderdale Lakes, Florida 33319

Mayor, City of Lauderhill  
2000 City Hall Drive  
Lauderhill, Florida 33313

Mayor, City of Margate  
5790 Margate Boulevard  
Margate, Florida 33063

Mayor, City of Miramar  
6700 Miramar Parkway  
Miramar, Florida 33023

Mayor, City of North Lauderdale  
701 Southwest 71 Avenue  
North Lauderdale, Florida 33068

Mayor, City of Oakland Park  
3650 Northeast 12 Avenue  
Oakland Park, Florida 33334

Mayor, City of Parkland  
6500 Parkside Drive  
Parkland, Florida 33067

Mayor, City of Pembroke Pines  
10100 Pines Boulevard  
Pembroke Pines, Florida 33025

Mayor, City of Plantation  
400 Northwest 73 Avenue  
Plantation, Florida 33317

Mayor, City of Pompano Beach  
100 West Atlantic Boulevard  
P. O. Drawer 1300  
Pompano Beach, Florida 33061

Mayor, City of Sunrise  
10770 West Oakland Park Boulevard  
Sunrise, Florida 33351

Mayor, City of Tamarac  
7525 Northwest 88 Avenue  
Tamarac, Florida 33321

Gary Moyer, Superintendent  
Coral Springs Improvement District  
10300 NW 11<sup>th</sup> Manor  
Coral Springs, FL 33071

Gary Moyer, Superintendent  
North Springs Improvement District  
10300 NW 11<sup>th</sup> Manor  
Coral Springs, FL 33071

## ARTICLE 8

### MISCELLANEOUS

- 8.1 ASSIGNMENT: COUNTY shall perform the said services provided for in this Agreement exclusively and solely for the SECOND PARTIES which are parties to this Agreement. SECOND PARTIES shall not have the right to assign this Agreement.
- 8.2 MATERIALITY AND WAIVER OF BREACH: COUNTY and SECOND PARTIES agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.
- 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.
- 8.3 COMPLIANCE WITH LAWS: SECOND PARTY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.
- 8.4 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 SECOND PARTY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.
- 8.5 JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and 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.
- 8.6 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 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

- 8.7 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. Jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, SECOND PARTIES and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.
- 8.8 AMENDMENTS: 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 SECOND PARTIES. Further, SECOND PARTIES acknowledge and agree 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.
- 8.9 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. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 8.10 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.
- 8.11 REPRESENTATION OF AUTHORITY: Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant 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.
- 8.12 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.

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND SECOND PARTIES TO PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE TO BE OPERATED BY BROWARD COUNTY WITHIN THE WATER UTILITY SERVICE AREAS AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS TO BE PERFORMED BY THE BROWARD COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT

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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and SECOND PARTIES, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Office of the County Attorney  
for 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 \_\_\_\_\_  
Daphne E. Jones  
Assistant County Attorney

Date \_\_\_\_\_

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND SECOND PARTIES TO PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE TO BE OPERATED BY BROWARD COUNTY WITHIN THE WATER UTILITY SERVICE AREAS AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS TO BE PERFORMED BY THE BROWARD COUNTY ENVIRONMENTAL PROTECTION DEPARTMENT

TOWN OF DAVIE

Attest:

By \_\_\_\_\_  
Mayor-Councilmember

\_\_\_\_\_  
Clerk \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By \_\_\_\_\_  
Manager

\_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

**"EXHIBIT A"**

| Participant      | Service Area<br>Pop - 2000 | % Total<br>Pop - 2000 | Base<br>Participation<br>Per Year | 2005            |                 | 2006            |                 | 2007            |                  | 2008           |              | 2009 |  | 5-Year<br>Cost | % Total<br>Cost | Additional<br>Evaluations |
|------------------|----------------------------|-----------------------|-----------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|----------------|--------------|------|--|----------------|-----------------|---------------------------|
|                  |                            |                       |                                   | Total - Base     | Total - Base   | Total - Base |      |  |                |                 |                           |
| Coconut Creek    | 43,166                     | 3%                    | \$1,500                           | \$2,699         | \$2,231         | \$2,317         | \$2,406         | \$2,500         | \$12,153         | 3.94%          | 2            |      |  |                |                 |                           |
| Cooper City      | 29,110                     | 2%                    | \$1,500                           | \$2,308         | \$1,993         | \$2,111         | \$2,174         | \$2,174         | \$10,638         | 3.45%          | 1            |      |  |                |                 |                           |
| Coral Springs    | 56,076                     | 4%                    | \$1,500                           | \$3,057         | \$2,450         | \$2,561         | \$2,677         | \$2,799         | \$13,544         | 4.40%          | 2            |      |  |                |                 |                           |
| CSID             | 38,260                     | 3%                    | \$1,500                           | \$2,562         | \$2,148         | \$2,224         | \$2,303         | \$2,386         | \$11,624         | 3.77%          | 2            |      |  |                |                 |                           |
| Dania Beach      | 14,919                     | 1%                    | \$1,500                           | \$1,914         | \$1,753         | \$1,782         | \$1,813         | \$1,846         | \$9,108          | 2.96%          | 1            |      |  |                |                 |                           |
| Davie            | 25,425                     | 2%                    | \$1,500                           | \$2,206         | \$1,931         | \$1,981         | \$2,034         | \$2,089         | \$10,241         | 3.32%          | 1            |      |  |                |                 |                           |
| Deerfield Beach  | 51,960                     | 4%                    | \$1,500                           | \$2,943         | \$2,380         | \$2,483         | \$2,591         | \$2,704         | \$13,101         | 4.25%          | 2            |      |  |                |                 |                           |
| Fort Lauderdale  | 178,967                    | 13%                   | \$1,500                           | \$6,469         | \$4,532         | \$4,886         | \$5,257         | \$5,646         | \$26,790         | 8.69%          | 8            |      |  |                |                 |                           |
| Hollywood        | 132,769                    | 10%                   | \$1,500                           | \$5,186         | \$3,750         | \$4,012         | \$4,287         | \$4,576         | \$21,811         | 7.08%          | 6            |      |  |                |                 |                           |
| Lauderhill       | 57,850                     | 4%                    | \$1,500                           | \$3,106         | \$2,480         | \$2,594         | \$2,714         | \$2,840         | \$13,736         | 4.46%          | 3            |      |  |                |                 |                           |
| Lauderdale Lakes | 31,355                     | 2%                    | \$1,500                           | \$2,371         | \$2,031         | \$2,093         | \$2,158         | \$2,226         | \$10,880         | 3.53%          | 1            |      |  |                |                 |                           |
| Margate          | 60,609                     | 4%                    | \$1,500                           | \$3,183         | \$2,527         | \$2,647         | \$2,772         | \$2,904         | \$14,033         | 4.55%          | 3            |      |  |                |                 |                           |
| Miramar          | 63,575                     | 5%                    | \$1,500                           | \$3,265         | \$2,577         | \$2,703         | \$2,835         | \$2,973         | \$14,353         | 4.66%          | 3            |      |  |                |                 |                           |
| North Lauderdale | 28,970                     | 2%                    | \$1,500                           | \$2,304         | \$1,991         | \$2,048         | \$2,108         | \$2,170         | \$10,623         | 3.45%          | 1            |      |  |                |                 |                           |
| NSID             | 23,980                     | 2%                    | \$1,500                           | \$2,166         | \$1,906         | \$1,954         | \$2,003         | \$2,056         | \$10,085         | 3.27%          | 1            |      |  |                |                 |                           |
| Oakland Park     | 31,908                     | 2%                    | \$1,500                           | \$2,386         | \$2,041         | \$2,104         | \$2,170         | \$2,239         | \$10,939         | 3.55%          | 1            |      |  |                |                 |                           |
| Pembroke Pines   | 132,808                    | 10%                   | \$1,500                           | \$5,188         | \$3,750         | \$4,013         | \$4,288         | \$4,577         | \$21,815         | 7.08%          | 6            |      |  |                |                 |                           |
| Plantation       | 81,658                     | 6%                    | \$1,500                           | \$3,767         | \$2,884         | \$3,045         | \$3,214         | \$3,392         | \$16,302         | 5.29%          | 4            |      |  |                |                 |                           |
| Pompano Beach    | 76,111                     | 5%                    | \$1,500                           | \$3,613         | \$2,790         | \$2,940         | \$3,098         | \$3,263         | \$15,704         | 5.10%          | 3            |      |  |                |                 |                           |
| Sunrise          | 184,154                    | 13%                   | \$1,500                           | \$6,613         | \$4,620         | \$4,984         | \$5,366         | \$5,766         | \$27,350         | 8.88%          | 8            |      |  |                |                 |                           |
| Tamarac          | 53,761                     | 4%                    | \$1,500                           | \$2,993         | \$2,411         | \$2,517         | \$2,629         | \$2,746         | \$13,295         | 4.31%          | 2            |      |  |                |                 |                           |
| <b>Total</b>     | <b>1,397,391</b>           | <b>100%</b>           | <b>\$31,500</b>                   | <b>\$70,300</b> | <b>\$55,178</b> | <b>\$57,936</b> | <b>\$60,833</b> | <b>\$63,875</b> | <b>\$308,122</b> | <b>100.00%</b> | <b>61</b>    |      |  |                |                 |                           |

It is estimated that a total of 156 evaluations will be completed in a year. Each participant will select 3 properties for an initial and follow-up evaluation. The follow-up evaluation will be used to calculate long-term water savings resulting from the service. The additional evaluations will be allocated based on each party's service area population relative to the population for the total area included in the study. Each utility is guaranteed three (3) "initial" evaluations, plus the additional evaluations identified in the last column above. These additional sites might be selected based on evaluations requested by participants in the monthly "Know the Flow" course. Regardless of how subsequent sites are identified, each party will be notified of evaluations to be conducted in their respective service area and the results of each evaluation, which will be presented in both quarterly and annual reports.