1. Other Contracting Party:

City of Hollywood

2. Proposed Action:

☒ New Contract   ☐ Amendment, Number   ☐ Renewal   ☐ Extension

3. Document Type (*select one*):

Interlocal Agreement

4. Purpose/Description:

Agreement between Broward County and City of Hollywood 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 as Part of Landscape Irrigation System Evaluations

5. Special Provisions (*select if applicable*):

☐ Living Wage Program

☐ Workforce Investment Pilot Program

☐ Federal DBE/ACDBE program

☐ CBE Program

☐ SBE Sheltered Market Program

☐ M/WBE Program

☐ In-Kind Match Required: $ _____   or ____ %

☐ Cash Match Required: $ _____   or _____ %

6.a. Effective Dates (*for new agreements only*):

Start :   **April 13, 2020**

End: **April 12, 2025, at 11:59 pm**

6.b. Effective Dates (*amendments only*):

☐ No Change

☐ End date has changed from _____ to _____.

☐ Term has   from   to   .

7. Contract Administrator:

Name: **Jennifer Jurado**

Phone: **954-519-1464**

8. Contract Type:

☒ Cost reimbursement   ☐ Open-end

☒ Firm fixed price   ☐ Time and materials

☐ Performance-based   ☐ Other _____

9.a. Contract Value (*new contracts*)

☒ Actual   ☐ Estimated

Base amount	$76,982.47
Reimbursables	$26,000.00
Optional Services	
Total contract value	$102,982.47

9.b. Contract Value (*amendments only*)

☐ No change   ☐ Actual   ☐ Estimated

Original approved contract value	
Approved previous adjustments	
Value of this action	
Amended total contract value	

10. Payment Method

☐ Lump Sum Payment

☐ Milestone or Progress-Based

☒ Scheduled or Time-Based

☐ Other

11. Payment Terms

COUNTY MAY SUBMIT INVOICES ON AN ANNUAL BASIS STARTING ONE (1) YEAR FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT FOR WORK ACTUALLY PERFORMED AND, IF NIS PARTNER PARTICIPATES IN THE RIR PROGRAM, FOR THE FINAL AMOUNT DISTRIBUTED AS REBATES. NIS PARTNER SHALL PAY COUNTY WITHIN FORTY-FIVE (45) DAYS FOLLOWING RECEIPT OF COUNTY'S INVOICE AND AS OTHERWISE PROVIDED BY CHAPTER 218, FLORIDA STATUTES. COUNTY MAY SUBMIT THE FINAL INVOICE UP TO SIXTY (60) DAYS FOLLOWING THE INITIAL TERM OF THIS AGREEMENT.

12. Cost Adjustment

☐ Not Applicable   ☒ Fixed Percentage - 3%   ☐ Actual Cost

☐ CPI or other Index   ☐ Fixed Amount - $_____   ☐ Other:

13. Equity Program Participation Summary

a. County established M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal for this action or project: N/A

b. Contractor-committed M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation goal planned for this action or project: N/A

c. M/WBE, SBE, CDBE, CBE, DBE or ACDBE participation to date: N/A

14. Renewal or Extension Terms:

THE TERM OF THIS AGREEMENT SHALL BEGIN ON APRIL 13, 2020, AND SHALL END AT 11:59 P.M. ON APRIL 12, 2025, PROVIDED, HOWEVER, IF THE TERM OF THIS AGREEMENT EXTENDS BEYOND A SINGLE FISCAL YEAR, THE CONTINUATION OF THIS AGREEMENT BEYOND THE END OF ANY FISCAL YEAR SHALL BE SUBJECT TO THE APPROPRIATION AND AVAILABILITY OF FUNDS IN

15. Termination and Cancellation Provisions

For Cause: 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 WRITTEN NOTICE FROM THE AGGRIEVED PARTY IDENTIFYING THE BREACH.

For Convenience: THIS AGREEMENT MAY BE TERMINATED FOR CONVENIENCE BY ACTION OF THE BOARD UPON NOT LESS THAN THIRTY (30) DAYS' WRITTEN NOTICE. THIS INTERLOCAL AGREEMENT MAY ALSO BE TERMINATED BY

ACCORDANCE WITH CHAPTERS 129 AND 166, FLORIDA STATUTES, WHICHEVER IS APPLICABLE.	CONTRACT ADMINISTRATOR UPON SUCH NOTICE, AS CONTRACT ADMINISTRATOR DEEMS APPROPRIATE UNDER THE CIRCUMSTANCES IN THE EVENT CONTRACT ADMINISTRATOR DETERMINES THAT TERMINATION IS NECESSARY TO PROTECT THE PUBLIC HEALTH OR SAFETY. CONTINUATION OF AGREEMENT IS SUBJECT TO AVAILABILITY OF APPROPRIATIONS. AN ERRONEOUS TERMINATION FOR CAUSE SHALL BE CONSIDERED A TERMINATION FOR CONVENIENCE. EITHER PARTY MAY WITHDRAW FROM THE RIR PROGRAM WITHOUT TERMINATING THE REMAINDER OF THIS AGREEMENT BY PROVIDING NOTICE OF ITS INTENT IN ACCORDANCE WITH THE NOTICES SECTION OF THIS AGREEMENT.
16. Deliverables, milestones or scope of this action:	The COUNTY shall perform all work identified in this Agreement, including: A. Provide overall administration of the Agreement. B. Coordinate at least one meeting annually with NIS partners. C. Provide reports to NIS partner as requested on inspection results, rebate expenditures, and water savings, and provide an annual report no more than 30 days after the April 12th end of each Program year. D. Perform NIS evaluations on properties located within the water service area supported by the City of Hollywood. E. On an annual basis, conduct an initial evaluation on at least three sites that are to be selected at the discretion of the City of Hollywood. Following the initial evaluation, the NIS 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 irrigation system and site; list of recommended improvements; summary of current water consumption, potential water savings, and water savings realized as a result of the initial evaluation. F. No more than three months following the initial evaluation, conduct a follow-up evaluation of the three sites selected by the City of Hollywood. 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. G. Identify and coordinate property managers/owners interested in pursuing NatureScape Certification as part of the NIS 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 NIS evaluation will be with identified in the annual program reports. H. Conduct additional NIS site evaluations within each service area in accordance with Exhibit A. I. Prepare a five-year summary of NIS 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 program; 3) discussion of realized improvements in landscape practices with consideration of water quality implications; 4) identification of NatureScape properties certified as a result of the NIS, and; 5) assessment of the overall performance of the NIS. Items J through P apply only if and when NIS partner has opted to participate in the Residential Irrigation Rebate (RIR) Program. J. Issue rebates through the RIR Program, as funded by NIS Partner, to residents who purchase and install specified water-saving measures.

	K. Maintain a list of currently approved cost-saving measures along with the rebate amount being offered and provide the current, accurate list to NIS Partner upon request.
	L. Periodically assess available water-saving measures to be used for rebates to ensure the RIR Program stays current with technology and standards.
	M. Adopt forms and documentation for use by residents who wish to request a rebate. County will design such forms in consultation with NIS Partner, but approval of such forms shall be at the discretion of County.
	N. Periodically make a good faith effort to advertise the RIR Program to residents within NIS Partner's water service area, including at least one promotional campaign within NIS Partner's water service area per RIR Program year.
	O. In any RIR Program year in which rebate funds are exhausted before the final quarter, County will notify NIS Partner and cease RIR Program until additional funds become available.
17. List terms, considerations or deviations from standard county form.	None.