Interlocal Agreement between Broward County and City/Town of _____ for Participation in the NatureScape Irrigation Service and Residential Irrigation Rebate Programs

This Interlocal Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City/Town of _____, a municipal corporation of the State of Florida ("Participant") (collectively referred to as the "Parties").

RECITALS

A. The NatureScape Irrigation Services ("NIS Program") provides irrigation system efficiency inspections on larger municipal and commercial sites.

B. County established the Residential Irrigation Rebate Program ("RIR Program") through its NIS Program whereby the County performs irrigation system efficiency inspections and facilitates rebates to residents to offset costs to upgrade water-efficient irrigation system components within each Participant's water service area.

C. Participant elected to participate in the NIS Program and RIR Program within its service area.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

1.1. **Board** means the Board of County Commissioners of Broward County, Florida.

1.2. **City Manager** means the manager or administrator, whichever is applicable, that is the chief executive officer of the Participant.

1.3. **Contract Administrator** means the Director of the Natural Resources Division within Broward County's Resilient Environment Department, or such other person designated by same in writing.

1.4. **Services** mean all work required under this Agreement including, without limitation, all deliverables, consulting, training, project management, or other Services specified in Exhibit A.

ARTICLE 2. SCOPE OF SERVICES

2.1. County shall perform all County obligations identified in this Agreement including, without limitation, County Responsibilities specified in Exhibit A (the "Services" or "Scope of Services").

2.2. Participant agrees to perform all Participant obligations identified in this Agreement including, without limitation, the Participant Responsibilities specified in the Scope of Services outlined in Exhibit A.

2.3. The Scope of Services is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by either party impractical, illogical, or unconscionable.

2.4. NIS Program. Participant has elected to participate in the NIS Program. The Services to be provided as part of the NIS Program are further identified in Exhibit A of this Agreement.

Participant agrees to participate in the NIS Program and submitted a statement confirming to County the Participant's desired not-to-exceed amount of _____ Dollars ($_____) ("NIS Not-to-Exceed Amount"). The NIS Not-to-Exceed Amount includes _____ Dollars ($_____) for the base cost ("Base Cost") and _____ Dollars ($_____) for additional evaluations the Participant wishes to offer ("Additional Evaluations Cost").

2.5. RIR Program. Participant has elected to participate in the RIR Program. The Services to be provided as part of the RIR Program are further identified in Exhibit A of this Agreement.

Participant agrees to participate in the RIR Program and submitted a statement confirming to County the Participant's desired not-to-exceed amount of _____ Dollars ($_____) ("RIR Not-to-Exceed Amount"). The RIR Not-to-Exceed Amount includes _____ Dollars ($_____) for the base cost ("Base Cost") and _____ Dollars ($_____) as the amount Participant wishes to offer in rebates ("Rebate Amount").

2.6. Participant may change the NIS Program and/or RIR Program Not-to-Exceed Amount by changing the number of additional evaluations or rebates, as applicable, it wishes to offer. Participant must notify the County at least thirty (30) days before any change to the Additional Evaluations Cost and/or Rebate Amount can become effective. Furthermore, the change is not effective until the County provides written notice affirmatively acknowledging the change. If such notice reduces the NIS Not-to-Exceed Amount for evaluations and/or RIR Program Not-to-Exceed Amount for rebates, County shall cease performing evaluations and/or accepting applications, as applicable, from Participant residents, if the residents' participation would be in excess of the new Not-to-Exceed Amounts. However, decreasing the number of evaluations and/or rebates shall not relieve Participant of its obligation to compensate County for any evaluations actually conducted and/or rebates actually provided prior to the effective date of termination of this Agreement or prior to any notice of change pursuant to this section.

2.7. By participating in the NIS and RIR Programs, Participant acknowledges that County is responsible for administering the Programs. County shall make good faith efforts to consult with Participant regarding the promotion and administration of the NIS and RIR Programs. Except as otherwise provided, all decisions including, without limitation, whether to offer a rebate on an individual basis, whether to offer an evaluation on an individual basis and the scope of the

evaluations offered, the manner by which County promotes the NIS Program and the RIR Program, what rebates to offer, and the amount of the rebate shall be made in County's sole discretion.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and continues through September 30, 2030 ("Initial Term"), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and Extension Term(s), as those terms are defined in this article, are collectively referred to as the "Term."

3.2. Extensions. The Participant may extend this Agreement for up to one (1) additional five (5) year term (each an "Extension Term") on the same terms and conditions stated in this Agreement by sending notice to the County at least thirty (30) days prior to the expiration of the then-current term. By sending the thirty (30) day notice, the Participant agrees to any rate changes that will be applicable during the Extension Term. The County Administrator is authorized to accept any Extension Term and notice of same to Participant only by electronic mail shall be effective and sufficient.

3.3. Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. If the County or Participant does not approve funding for any subsequent fiscal year, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary.

ARTICLE 4. COMPENSATION

4.1. For all Services provided under this Agreement, Participant will pay County up to a maximum amount as set forth below. For the NIS Program, the NIS Not-to-Exceed Amount shall consist of the Base Cost and Additional Evaluations Cost as outlined in Section 2.4 and reflected in the table below. For the RIR Program, the RIR Not-to-Exceed Amount consists of the Base Cost and the Rebate Amount as set forth in Section 2.5 and the table below. Participant will not front the cost of individual rebates and devices. Instead, County will invoice Participant up to the Maximum Not-to-Exceed costs reflected in the chart below for actual rebates and devices issued within Participant's service areas within a given year.

NIS Program					
Yr^	**Base Cost** (includes 3 initial and 3 follow up evaluations)	**Number of Additional Evaluations**	**Additional Evaluations Cost***	**Maximum Not-to-Exceed Amount+**	**Invoice submitted by:**
1	$3,375.00				August 20, 2026

2	$3,510.00				August 20, 2027
3	$3,650.40				August 20, 2028
4	$3,796.42				August 20, 2029
5	$3,948.27				August 20, 2030
^Year 1 Base Cost covers Services from the Effective Date through September 2026. Years 2-5 include a four percent (4%) escalator per year on Services. *Additional Evaluations are initial evaluations unless otherwise requested by Participant. Year 1 Additional Evaluations Cost includes ___ (___) additional evaluations to cover the extended service period. +The Maximum Not-to-Exceed Amount includes the $3,375.00 Base Cost and an additional $1,450 per each additional evaluation.					

RIR Program				
Yr^	**Base Cost** (Administrative)	**Rebate Amount**	**Maximum Not-to-Exceed Amount***	**Invoice submitted by:**
1	$6,750.00			August 20, 2026
2	$4,680.00			August 20, 2027
3	$4,867.20			August 20, 2028
4	$5,061.89			August 20, 2029
5	$5,264.36			August 20, 2030
^ Year 1 covers Services from the Effective Date through September 2026. Years 2-5 include a four percent (4%) escalator per year on the $4,500.00 Base Cost.				

County shall have the option to refuse to perform any additional evaluations and may notify Participant in writing of this fact. If County elects to not perform an additional evaluation, Participant shall not be invoiced for that additional evaluation.

4.2. County will make a good faith effort to conduct as many evaluations and distribute as many rebates as possible within the designated amount identified in Sections 2.4 and 2.5 of this Agreement.

4.3. County shall submit its first invoice on August 20, 2026. Thereafter, County shall annually submit invoices by August 20th for work actually performed and for the final number of evaluations and final amount distributed as rebates, if any. Participant 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 Term of this Agreement.

ARTICLE 5. INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other party with written verification of liability protection in accordance with state law upon request by a party subject to this Agreement.

ARTICLE 6. TERMINATION

6.1. Termination 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 receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

6.1.1. Participant's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement; or

6.1.2. By the County Administrator for fraud, misrepresentation, or material misstatement by Participant in the award or performance of this Agreement or that violates any applicable requirement of Section 1-81 of the Code.

Unless otherwise stated in this Agreement, if this Agreement was approved by Board action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 6.2 effective thirty (30) days after such notice was provided.

6.2. Termination for Convenience; Other Termination. This Agreement may also be terminated for convenience by either party with at least thirty (30) days advance written notice to the other party. The Parties acknowledges they received good, valuable, and sufficient consideration for the right to terminate this Agreement for convenience including in the form of the obligation to provide advance notice to the other party of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator or City Manager upon such notice as the County Administrator or City Manager deems appropriate under the circumstances if the County Administrator or City Manager determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by either party pursuant to this section, County shall be paid for any Services properly performed through the termination date specified in the written notice of termination and neither party shall have any further obligation to pay County for Services under this Agreement.

6.3. Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

ARTICLE 7. EEO COMPLIANCE

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, gender identity and expression, or veteran or service member status in the performance of this Agreement. Failure by any party to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit the other party to terminate this Agreement or to exercise any other remedy provided under applicable law, all such remedies being cumulative.

ARTICLE 8. MISCELLANEOUS

8.1. Contract Administrator Authority. The Contract Administrator is authorized to coordinate and communicate with Participant to manage and supervise the performance of this Agreement. Participant acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

8.2. Rights in Documents and Work. Any and all reports, photographs, surveys, documents, materials, data, or other work created by Participant in connection with performing Services, whether finished or unfinished ("Documents and Work"), shall be owned by County, and Participant hereby transfers to County all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of County and shall be delivered by Participant to the Contract Administrator within seven (7) days after expiration or termination.

8.3. Public Records. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If Participant is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Participant shall:

8.3.1. Keep and maintain public records required by County to perform the Services;

8.3.2. Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by applicable law;

8.3.3. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by applicable law for the

duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

8.3.4. Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of Participant or keep and maintain public records required by County to perform the Services. If Participant transfers the records to County, Participant shall destroy any duplicate public records that are exempt or confidential and exempt. If Participant keeps and maintains the public records, Participant shall meet all requirements of applicable law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If Participant receives a request for public records regarding this Agreement or the Services, Participant must 1) respond to the request consistent with the requirements of Chapter 119, Florida Statutes, and 2) immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request or, if necessary, to supplement the Participant's response.

Participant must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that Participant contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which Participant asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, Participant must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public records laws, including citing the applicable Florida Statute and specifying the factual basis for each such claim. Upon request by County, Participant must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by Participant as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by Participant, or the claimed exemption is waived. Any failure by Participant to strictly comply with the requirements of this section shall constitute Participant's waiver of County's obligation to treat the records as Restricted Material.

IF PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-519-1270, NATURALRESOURCES@BROWARD.ORG, 115 S ANDREWS AVE, RM 329H, FORT LAUDERDALE, FLORIDA 33301.

8.4. Prohibited Telecommunications. Participant represents and certifies that Participant does not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of

any system, or as critical technology as part of any system, as such terms are used in 48 C.F.R. §§ 52.204-24 through 52.204-26.

8.5. Independent Contractor. County is an independent contractor of Participant, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither County nor its agents shall act as officers, employees, or agents of Participant. Neither party shall have the right to bind the other to any obligation not expressly undertaken by that party under this Agreement.

8.6. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to County as a party to this Agreement.

8.7. Governmental Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent by either party to be sued by a third party in any matter arising out of this Agreement. Each party is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the acts and omissions of its agents or employees to the extent required by applicable law.

8.8. Third-Party Beneficiaries. Neither Participant nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge 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.

8.9. Notice and Payment Address. Unless otherwise stated herein, for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Participant. Addresses may be changed by the applicable party giving notice of such change in accordance with this section.

For County:
Broward County Natural Resources Division
NatureScape Irrigation Services
Attn: Vanessa Balta, Water Conservation Manager
Governmental Center, Room 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: vbalta@broward.org

For Participant:

_____

_____

Email address: _____

8.10. Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either party without the prior written consent of the other party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

8.11. Conflicts. Neither Participant nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Participant's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of Participant's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or Participant is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude Participant or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding.

8.12. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the party granting the waiver.

8.13. Compliance with Laws. Participant and the Services must comply with all applicable law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

8.14. Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.15. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party.

8.16. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 subsections thereof, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

8.17. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision within an article or section of this Agreement, the article or section shall prevail and be given effect.

8.18. Law, 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 exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.19. Amendments. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and Participant.

8.20. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

8.21. Payable Interest

8.21.1. Payment of Interest. Unless prohibited by applicable law, County shall not be liable for interest to Participant for any reason, whether as prejudgment interest or for any other purpose, and Participant waives, rejects, disclaims, and surrenders any and all entitlement to interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement.

8.21.2. Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

8.22. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibit is incorporated into and made a part of this Agreement.

8.23. Multiple Originals and Counterparts. This Agreement may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

8.24. Use of Parties' Logo. The Parties shall not use each other's name or logo in marketing or publicity materials without prior written consent from the other party. Consent to use the County's logo may be provided by the Contract Administrator. Consent to use the Participant's logo may be provided by the _____.

8.25. 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.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY 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 County Administrator, authorized to execute same by Board action on the _____ day of _____, 20__; and City/Town of _____, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By_____
Attorney's Name (Date)
Senior/Assistant County Attorney

By_____
Attorney's Name (Date)
Senior/Assistant County Attorney

ABC/wp
Name of Document
00/00/24
#[Imanage file #]

Interlocal Agreement between Broward County and City/Town of _____ for Participation in the NatureScape Irrigation Service and Residential Irrigation Rebate Programs

Participant

CITY/TOWN OF _____

ATTEST:

By: _____
CITY/TOWN MAYOR

_____
CITY/TOWN CLERK

_____
Print Name

_____ day of _____, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

_____
City/Town Attorney

Exhibit A

SCOPE OF SERVICES
Broward County NatureScape Irrigation & Residential Irrigation Rebate Programs

1. INTRODUCTION

The NatureScape Irrigation Services Program ("NIS Program") provides irrigation system efficiency inspections on larger municipal and commercial sites as identified by partner agencies or the County NIS Program. NIS program staff identify operational efficiencies, maintenance concerns, and potential upgrades of system components to achieve increased water use efficiency. The overall objective of the NIS Program is to further water conservation strategies in support of consumptive use permit requirements and achieve water quality improvements as part of the United States Environmental Protection Agency's National Pollutant Discharge Elimination System permitting program. The NIS Program seeks to encourage municipalities and businesses in Broward County to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve permanent and measurable water savings through repair and upgrade of irrigation system components and through proper management of those systems.

The Residential Irrigation Rebate Program ("RIR Program") provides irrigation system efficiency inspections and water conservation education to residents of partner municipalities and offers rebates to offset initial costs incurred in upgrading specified water-efficient irrigation system components. The RIR Program encourages Broward County residents to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve permanent and measurable water savings through repair and upgrade of irrigation system components and through proper management of those systems.

2. SCOPE OF SERVICES FOR THE NIS PROGRAM

The NIS Program Scope of Services in support of this Agreement is undertaken through the following series of tasks.

2.1 COUNTY RESPONSIBILITIES

A. ADMINISTRATION OF THE PROGRAM

i. Provide overall administration of the Agreement. Except as otherwise provided, administration of the NIS Program will be left to the sole discretion of County.

ii. Coordinate at least one (1) meeting annually with Participant to present annual NIS Program achievements, review administrative or logistical program issues, and consider new program promotions and opportunities for improvement.

iii. Provide reports to Participant and other partners as requested on inspection results, any rebate expenditures to implement recommended improvements, and water savings. An annual report will outline the performance of the NIS Program and the status of goals and objectives. The report will include a list of sites inspected and water savings. The report will also address any unanticipated delays and issues that necessitate modification of the NIS Program. County will provide the annual report within 30 days following the completion of the County's fiscal year.

iv. Optionally seek additional funds and support from local, state, and national sources including, but not limited to, SFWMD's Local Cooperative Funding Program, Water Sense Partnership (EPA), and local groups. In addition, County may solicit support from sponsors through County's Advantage Marketing program. Funds obtained from additional sources may be used to provide additional inspections or rebates, or to offset other costs at County's discretion.

B. NIS PROGRAM

i. Perform at least six (6) evaluations, which include three (3) initial and three (3) follow up, per year on properties selected in coordination with Participant and located within the water service area of Participant. Participant elected to receive ___ (__) additional evaluations per year. County shall perform such additional evaluations. An additional evaluation shall be either an original (i.e., initial) or follow-up evaluation, at Participant's election. During Year 1, _(___) additional evaluations will be completed to cover the extended service period.

ii. Evaluations will be performed by a NIS Program 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.

iii. Provide, following the initial evaluation, 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. NIS Program staff will provide the property owner/manager a summary of the results of the evaluation in a site report and include the results in the Participant's annual program report. 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 and potential water savings if the recommended improvements are implemented.

iv. Conduct follow up evaluations of sites inspected no more than three (3) months after the initial evaluation. Follow up evaluations will consist of an assessment of the degree to which the site-specific recommendations were implemented, and quantification of the water savings achieved by the implementation of the recommended improvements.

v. Identify and coordinate property owners/managers interested in pursuing NatureScape Certification as part of the NIS evaluation. For interested property owners/managers, NIS Program staff will provide contact information for UF/IFAS Florida-Friendly Landscaping™ Program and National Wildlife Federation (NWF) Community Wildlife Habitats Program. Properties implementing an NIS evaluation and Florida-Friendly Landscape™ or NWF Community Wildlife Habitats recommendations are eligible for certification as NatureScape properties.

vi. Conduct additional NIS site evaluations within each service area Participant elected to fund. These additional NIS evaluation sites may be selected at the discretion of County in coordination with Participant.

vii. Prepare a five-year summary of the NIS program accomplishments prior to conclusion of the five-year term, that includes:

a. The total number and location of properties evaluated;

b. An analysis of potential versus actual water savings achieved as a result of the NIS Program;

c. A discussion of achieved improvements in landscape practices with consideration of water quality implications;

d. An identification of properties certified as meeting NatureScape Broward criteria a result of the NIS Program; and

e. An assessment of the overall performance of the NIS Program.

2.2 PARTICIPANT RESPONSIBILITIES:

A. Provide one point of contact to coordinate with NIS Program on matters pertaining to this Agreement and inform NIS Program in writing within thirty (30) days after a change in point of contact.

B. Participate in NIS Program meetings and provide comments within thirty (30) days after request on programmatic matters. Following such thirty (30) day period, NIS Program may assume Participant has no comments if none have been provided.

C. Provide NIS Program with a list of at least _____ (___) properties in Year 1 and, at least _____(____) properties annually in Years 2-5 within its water service area to be potential targets for the NIS Program and coordinate with NIS Program staff to identify appropriate properties within thirty (30) days after the start of each Program year under this Agreement.

D. Coordinate with County to:

i. Identify and contact site managers of properties to be inspected under the NIS Program;

ii. Coordinate access to properties to be inspected under the NIS Program;

iii. Follow up with site managers to encourage improvements and repairs as identified in the inspection report; and

iv. Promote the NIS Program and, if participating, the RIR Program.

E. Inform NIS Program in writing no later than the start of the fourth (4^{th}) quarter of each Program year of any increases or decreases in the amount of additional NIS Program inspections and/or RIR Program rebates for the upcoming program year.

3.0 SCOPE OF SERVICES FOR THE RIR PROGRAM

The RIR Program Scope of Services in support of this Agreement is undertaken through the following series of tasks.

3.1 COUNTY RESPONSIBILITIES

A. ADMINISTRATION OF THE RIR PROGRAM

i. Provide overall administration of the Agreement. Except as otherwise provided, administration of the RIR Program will be left to the discretion of County.

ii. Coordinate at least one (1) meeting annually with Participant to present annual program achievements, review administrative or logistical program issues, and consider new program promotions and opportunities for improvement.

iii. Provide reports to Participant and other partners as requested on inspection results, rebate expenditures, and water savings. An annual report will outline the performance of the RIR Program and the status of goals and objectives. The report will include a list of sites inspected, rebates awarded, and water savings. The report will also address any unanticipated delays and issues that necessitate modification of the Program. County will provide the annual report within thirty (30) days following the completion of the County's fiscal year.

iv. Optionally seek additional funds and support from local, state, and national sources including, but not limited to, SFWMD's Local Cooperative Funding Program, Water Sense Partnership (EPA), and local groups. In addition, County may solicit support from sponsors through County's Advantage Marketing program. Funds obtained from additional sources may be used to provide additional inspections or rebates, or to offset other costs at County's discretion.

B. RIR PROGRAM

i. Receive and evaluate resident applications for rebate eligibility, as funded by Participant, for residents that purchase and install specified water-saving measures including, but not limited to, adjustment of irrigation timing, zoning, head type and/or placement; and upgrades to irrigation system components such as valves, heads, timers, and sensing devices.

ii. Schedule and perform initial system evaluation with residents. Evaluations will be performed by RIR Program 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 the existing irrigation system's type, size, and condition. Residents will receive a water conservation kit and information on County's water conservation programs.

iii. Manage the preparation and issuance of rebate checks.

iv. Provide, following the initial evaluation, the property owner/manager with rebate fulfilment requirements aimed at reducing total irrigation demands and increasing irrigation system efficiency. Program staff will provide the property owner/manager a summary of the results of the evaluation in a site report and include the results in the Participant's annual program report. The site report will include a detailed description of the irrigation system and site, a summary of current annual water consumption, and provide rebate fulfillment requirements.

v. Identify and coordinate property owners/managers interested in pursuing NatureScape Certification as part of the NIS evaluation. For interested property owners/managers, NIS Program staff will provide contact information for UF/IFAS Florida-Friendly Landscaping™ Program and National Wildlife Federation (NWF) Community Wildlife Habitats Program. Properties implementing an NIS evaluation and Florida-Friendly Landscape™ or NWF Community Wildlife Habitats recommendations are eligible for certification as NatureScape properties.

vi. Maintain a list of currently approved cost-saving measures along with the rebate amount being offered and provide the current, accurate list to Participant upon request.

vii. Periodically assess available water-saving measures to be used for rebates to ensure the RIR Program stays current with technology and standards.

viii. Adopt forms and documentation for use by residents who wish to request a rebate. County will design such forms in consultation with Participant, but approval of such forms shall be at the discretion of County.

ix. Make a good faith effort to periodically communicate the availability of the rebate program to residents within Participant's water service area, including all necessary qualifications. This will include, at a minimum, one (1) promotional campaign within Participant's water service area per RIR Program year.

x. If rebate funds are exhausted before the final quarter in any RIR Program year, submit notice to Participant and cease performance on the RIR Program until additional funds become available.

xi. Prepare a five-year summary of the RIR program accomplishments prior to conclusion of the five-year term, that includes:

a. The total number of applications received, total number of sites visited, and total number and location of properties awarded rebates;

b. Total estimated water savings achieved as a result of the RIR Program;

c. A discussion of achieved improvements in landscape practices with consideration of water quality implications;

d. An identification of properties certified as meeting NatureScape Broward criteria a result of the RIR Program; and

e. An assessment of the overall performance of the RIR Program.

3.2 PARTICIPANT RESPONSIBILITIES:

A. Provide one point of contact to coordinate with County on matters pertaining to this Agreement and inform County in writing within thirty (30) days after a change in point of contact.

B. Participate in RIR Program meetings and provide comments within thirty (30) days after request on programmatic matters. Following such thirty (30) day period, County may assume Participant has no comments if none have been provided.

C. Inform County in writing no later than the start of the fourth (4^{th}) quarter of each Program year of any increases or decreases in the amount of RIR Program rebates for the upcoming program year.