



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR THE CONSTRUCTION OF RECLAIMED WATER TRANSMISSION LINES AND SERVICE LINES

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and City of Pompano Beach, a municipal corporation ("City") (collectively referred to as the "Parties").

WHEREAS, COUNTY began a planning process, known as the Broward Countywide Integrated Water Resource Plan, in 1997 to improve coordination between all water managers in its geographical borders; and

WHEREAS, COUNTY is desirous of entering into Interlocal agreements to encourage local water managers to pursue work for IWRP related projects which will improve the effective and efficient use of local water resources; and

WHEREAS, the Technical Advisory Committee and the Water Advisory Board for the Board of County Commissioners have recommended cost share funding for this IWRP recommended project; and

WHEREAS, CITY has expressed a desire to cost share the work pursuant to the terms and conditions hereafter set forth, NOW, THEREFORE,

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

ARTICLE 1. DEFINITIONS

- 1.1 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator.** The Director of the Environmental Planning and Community Resilience Division.
- 1.3 **County Administrator.** The administrative head of County appointed by the Board.
- 1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.
- 1.5 **Services.** All work required by City 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 City shall perform all work identified in this Agreement including without limitation the Scope of Services described in Exhibit A. The Scope of Services stated in this Agreement is a description of City's obligations and responsibilities and is deemed to include preliminary

considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by City impractical, illogical, or unconscionable. City shall meet or exceed all applicable federal, state, and local laws, ordinances, codes, rules, and regulations in performing the Services.

2.2 City acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties ("effective date") and shall end two (2) years from the effective date ("Initial Term"). The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of City required by this Agreement shall be completed no later than two (2) years from the effective date. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3.3 In the event County elects to extend the term of this Agreement beyond the Initial Term, City agrees that it shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period, which shall not be more than three (3) months beyond the Initial Term. City shall be compensated for the Services at the rate in effect when the extension was invoked by County. This option, if elected by County, shall be exercised by County's Purchasing Director by written notice stating the duration of the extended period which notice shall be provided to City at least thirty (30) days prior to the end of the Initial Term.

ARTICLE 4. COMPENSATION

4.1 County will pay City up to a maximum amount as follows:

Services/Goods	Not-To-Exceed Amount
County Cost Share	\$200,000
TOTAL NOT TO EXCEED	\$200,000

Payment shall be made only for work actually performed and completed pursuant to this Agreement, as set forth in Section 4.2 and Exhibit B (Payment Schedule), which amount shall be accepted by City as full compensation for all such work. City acknowledges that the amounts set forth herein are the maximum amounts payable and constitute a limitation upon County's obligation to compensate City for its work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon City's obligation to perform all items of work required under this Agreement. Unless otherwise expressly stated in this Agreement, City

shall not be reimbursed for any expenses it incurs under this Agreement.

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 City may submit an invoice for compensation once after the Services have been completed. An original invoice plus one copy are due within sixty (60) days after this Agreement expires or is otherwise terminated. Invoices shall designate the nature of the Services performed and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator.

4.2.2 Any invoice submitted by City shall be in the amount set forth in Exhibit B for the applicable Services.

4.2.3 County shall pay City within thirty (30) calendar days of receipt of City's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of City to comply with a term, condition, or requirement of this Agreement.

4.3 Subcontractors. County's cost-share funding does not obligate County to pay any amount to any City Subcontractor, if any, and City agrees that no Subcontractor costs or invoices shall be paid by or invoiced to County directly or indirectly, on the basis of this Agreement.

4.4 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

4.5 Payment shall be made to City at the address designated in the Notices section.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement. The Parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and each Party shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6. INSURANCE

The Parties are entities subject to Section 768.28, Florida Statutes. City shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by either of the Parties. Termination for convenience by the Board or City shall be effective on the termination date stated in written notice provided to the other party, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause for reasons including, but not limited to, City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. This Agreement may also be terminated for cause if City is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if City provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

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

7.4 In the event this Agreement is terminated for convenience by County, City shall be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination. City acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by City, for County's right to terminate this Agreement for convenience.

7.5 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 9.1.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Failure by City to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

8.2 Although no CBE goal has been set for this Agreement, County encourages Second Party to give full consideration to the use of CBE firms to perform work under this Agreement.

8.3 By execution of this Agreement, City represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from City all monies paid by County pursuant to this Agreement, and may result in debarment from County's competitive procurement activities.

ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. 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 City. However, City grants to County a non-exclusive license to use the reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall remain the property of City. Any compensation due to City shall be withheld until all documents necessary to support City's proper invoice are received as provided herein.

9.2 Public Records. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

a. Keep and maintain public records required by County to perform the services under this Agreement;

b. 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 law;

c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County to perform the services. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains public records, City shall meet all applicable requirements 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.

The failure of City to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement may be made directly to either Party, who will be responsible for responding to any such public records requests. The Parties will provide any requested records to each other to enable timely responses to the public records requests.

Any material submitted to County that City contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, City must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by City as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by City. City shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, NORMA ELLISON, AT (954) 519-1466, nellison@broward.org, 115 S. ANDREWS AVE., SUITE 329H, FORT LAUDERDALE, FLORIDA 33301.

9.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of City that are related to this Agreement. City shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance thereunder. All books, records, and accounts of City shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City shall make same available at no cost to County in written form.

City shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to the County by the City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to City.

9.4 Financial Statements And Management Letters. City shall provide a copy of City's audited financial statements and any applicable management letter(s) as well as City's response to any management letter(s). The audit of the financial statements shall be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for the fiscal year County funds are received and for each subsequent fiscal year until such time as all of County funds are expended.

City shall provide to Contract Administrator copies of a special report showing all revenues, by source, and all expenditures as set forth in the Scope of Services for the program being funded by this Agreement. The report shall specifically disclose any funds received which were not expended in accordance with this Agreement or with any regulations incorporated by reference therein. It shall identify the total of noncompliant expenditures as due back to County. If the special report is prepared by an independent certified public accountant, it shall be in accordance with generally accepted auditing standards. If the special report is prepared by an internal auditor, it shall be as nearly in accordance with generally accepted auditing standards as the status of the internal auditor permits, realizing that the internal auditor may not issue the opinions required therein. The special report is to be filed with Second Party's governing body.

City shall submit the documents required by this section to Contract Administrator within one hundred twenty (120) days after the close of City's fiscal years in which City receives funds under this Agreement, unless otherwise approved by the Contract Administrator in writing.

9.5 Truth-In-Negotiation Representation. City's compensation under this Agreement is based upon representations supplied to County by City, and City certifies that the wage rates, factual unit costs, and other information supplied to substantiate City's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent any such representation is untrue.

9.6 Public Entity Crime Act. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether City has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this section is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to City under this Agreement.

9.7 Independent Contractor. City is an independent contractor under this Agreement. In providing Services under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.8 Third Party Beneficiaries. Neither City nor County intends to directly or substantially 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.

9.9 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Environmental Planning and Community Resilience Division
Attn: Dr. Jennifer Jurado, Director
Governmental Center, Room 329H
115 South Andrews Avenue

Fort Lauderdale, Florida 33301
Email address: jjurado@broward.org

FOR CITY:

A. Randolph Brown
1205 NE 5th Avenue
Pompano Beach, FL 33060
Email address: Randolph.Brown@copbfl.com

9.10 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement. City represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. City agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

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

9.12 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.13 Compliance with Laws. City shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.14 Severability. In the event 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.

9.15 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.16 Interpretation. The 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 the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.17 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.18 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. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.19 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 City or others delegated authority or otherwise authorized to execute same on their behalf.

9.20 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.21 HIPAA Compliance. Intentionally deleted.

9.22 Payable Interest

9.21.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Second Party waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

9.21.2 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, 0.25% (one quarter of one percent) simple interest (uncompounded).

9.23 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

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

9.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.26 Contingency Fee. City represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for City, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to

terminate this Agreement without any further liability to City. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due City under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

9.27 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

9.28 Force Majeure. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Purchasing Director, authorized to execute same by Section 21.14.c.6. of the Broward County Administrative Code, and, and City, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through its Board of County Commissioners

Signature

By: _____
Brenda Billingsley, Purchasing Director

Print Name of Witness above

_____ day of _____, 20__

Signature

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

Print Name of Witness above

By: _____
Michael C. Owens (Date)
Senior Assistant County Attorney

MCO/gmb
Pompano 2017 IWRP Interlocal Agreement.docx
9/5/2017
#17-057.01

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR
THE CONSTRUCTION OF RECLAIMED WATER TRANSMISSION LINES AND SERVICE LINES

CITY

CITY OF POMPANO BEACH

Attest:

By _____
Mayor-Commissioner

City Clerk

____ day of _____, 20__

APPROVED AS TO FORM:

By _____
City Attorney

EXHIBIT A

SCOPE OF SERVICES

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR THE CONSTRUCTION OF RECLAIMED WATER TRANSMISSION LINES AND SERVICE LINES

INTRODUCTION

The Broward County-wide Integrated Water Resource Plan (IWRP) was developed in partnership with municipal leaders, water managers, utility directors, and other stakeholder groups representing a broad cross-section of Broward County's water resource and water supply interests. Goals of the IWRP are to optimize the beneficial uses of local water resources through more efficient management of the County's secondary canal system; to provide a strategy for effective participation in water management on a regional level; and to diversify water supplies as a drought management strategy and to meet long-term urban water needs. The Broward County IWRP Grants have been offered to drainage districts, water control districts, utilities and municipal partners, since 2006, as cost-share funding to support the implementation of the IWRP. In March 2017, partners were offered an opportunity to pursue Broward County funding to finance feasibility analysis and preliminary design of projects, or reclaimed water construction projects that serve the goals of the IWRP. For the first time, in 2017, reclaimed water construction projects that are consistent with the Broward County Regional Reuse Master Plan were included among the IWRP Grant opportunities. Five grant applications were received and reviewed by the Technical Advisory Committee to the Water Advisory Board, later endorsed by the Water Advisory Board, and recommended to the Broward County Board of County Commissioners for funding. All five applications were offered cost-share funding as they are anticipated to provide regional benefits and support of efficient water resource management and alternative water supply development. This scope of work describes one of the recommended reclaimed water construction projects to be conducted by the City of Pompano Beach.

PROJECT DESCRIPTION

The Pompano Beach Northeast Reuse project consists of the construction of the transmission lines and service lines to provide reuse water to 500 new customers (Figure 1). The City of Pompano Beach is implementing a multijurisdictional reuse water project benefiting City of Pompano Beach, City of Lighthouse Point, Town of Lauderdale-by-the-Sea and Broward County. The Northeast Pompano and Lighthouse Point project consists of the construction of a major trunk line in fiscal year 17-18 through the NE portion of Pompano Beach into Lighthouse Point. Construction is scheduled to begin during summer 2017 and grants are available from the State (\$300,000) and the South Florida Water Management District (\$400,000) to support its completion. Once the main trunk line has been completed, the City will construct the transmission lines and service lines to provide reuse water to 500 new customers, resulting in a potable water savings of more than 0.6 to 1.0 Million Gallons per day.



Proposed Reuse in Lighthouse Point

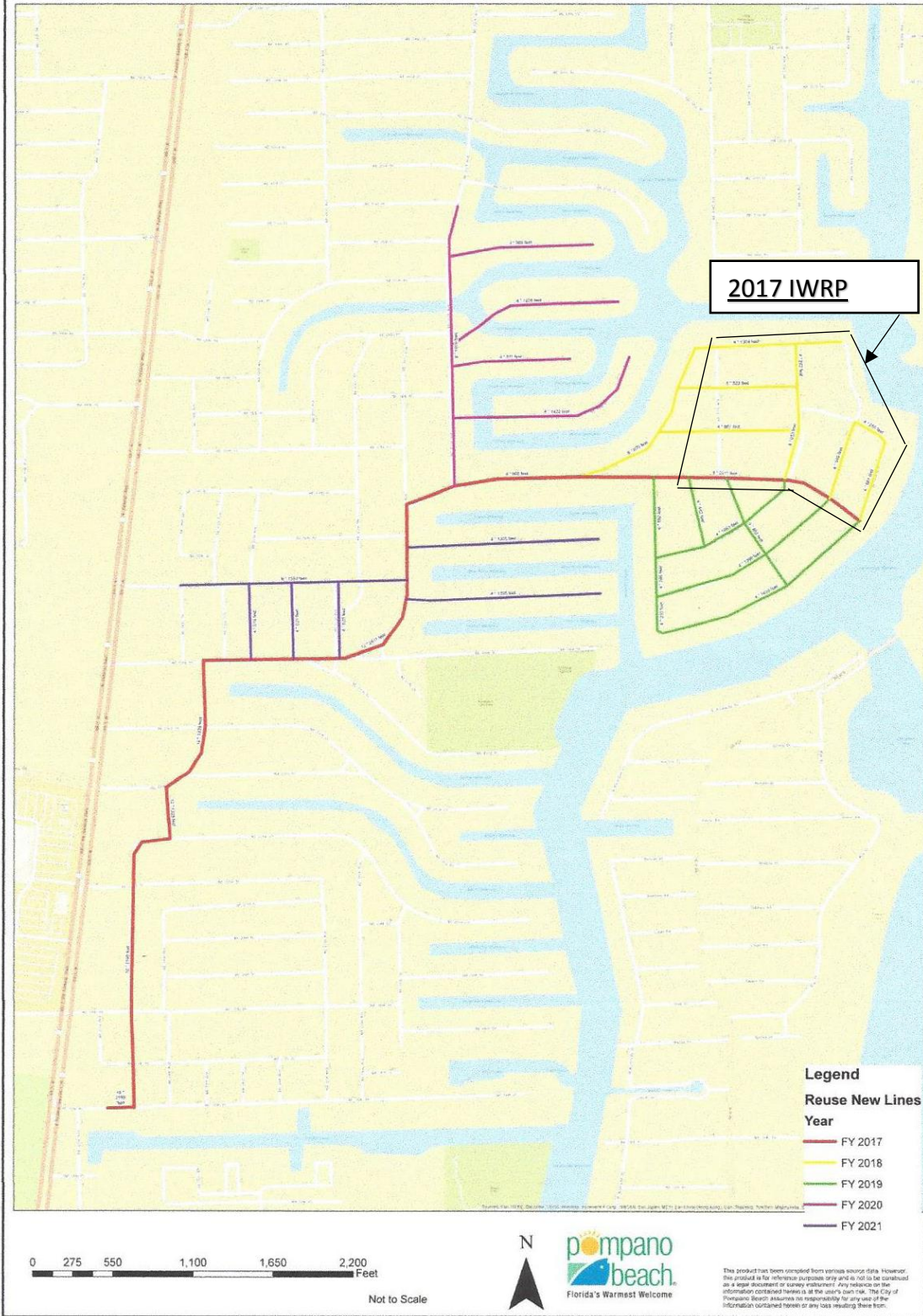


Figure 1. City of Pompano Beach Proposed Reuse Lines

The Pompano Beach Northeast Reuse project will take approximately five years to complete. The 2017 Pompano Beach IWRP Project (Figure 1) consists of constructing the transmission lines and service lines to reach 55 customers (many of them large multifamily and commercial complexes) in an area adjacent to the newly constructed trunk line, resulting in a direct potable water savings of approximately 0.04 Million Gallons per day (13.3 Million Gallons per year). This is a conservative estimate as there are multiple large multifamily and single family homes in this area.

The City of Pompano Beach has over 820 single family residential customers and approximately 300 commercial customers using reuse water. Out of this total, 532 of the single family connections were funded by a 2011 IWRP Grant Project. The 2017 IWRP Grant Project will provide reuse water to additional 55 customers (many of which are large multifamily complexes and commercial properties). The 2017 IWRP project is part of a larger interlocal project that will provide reuse water to 500 customers in this area and save approximately 0.6 to 1.0 Million Gallons per day.

PROJECT GOALS AND OBJECTIVES:

The IWRP Project goal is to provide reuse water to 55 new customers, saving over 13.3 Million Gallons of potable water annually, mitigating saltwater intrusion and providing additional potable water for future need for Pompano Beach, Lighthouse Point, and Lauderdale by the Sea. This project directly supports Ocean Outfall requirements providing over 0.04 million gallons per day of new beneficial reuse that can be used by Broward County toward meeting their ocean outfall reuse volume requirement.

The City of Pompano Beach has an Interlocal agreement with Lighthouse Point to provide reuse water to Pompano Beach water customers directly. Lighthouse Point is in support of this project (approved by LHP Commission on February 14, 2017 and Pompano Beach Commission on March 14, 2017).

This project will assist current customers by reducing irrigation water costs. The payback period for multifamily and commercial customers is less than 2 years. Single family customers will be connected through the previously sponsored "I Can Water" program, resulting in immediate savings. The connection program is outside the scope of the IWRP 2017 project and will be financed through the City of Pompano Beach OASIS connection program. The City of Lighthouse Point ordinance requires the connection of all properties to the reuse system, with Multifamily and commercial properties financing their connections.

This project will encourage regionalization of local water supplies by connecting to and taking advantage of existing reuse capacity at the Pompano Beach OASIS Reclaimed Water Treatment Plant, extending residential reuse to Lighthouse Point, and furthering Broward County's efforts to comply with the State Ocean Outfall Legislation requiring elimination of wastewater

discharges through ocean outfalls. The transmission lines and service line construction will begin in FY18 after the completion of the major trunk line in FY17. This project will be promoted through the award winning "I can water" and OASIS outreach programs.

This project is consistent with the Broward County IWRP, the South Florida Water Management District (SFWMD) Lower East Coast Water Supply Plan, the Broward County Regional Reuse Master Plan, and advances regional water resources objectives recommended by the Broward Water Resources Task Force (2015 Report).

PROJECT DELIVERABLES:

TASK 1. Construct transmission lines and service lines to provide reuse water to 55 customers in Lighthouse Point

TASK 2. Deliver positive message, by implementing public outreach to inform its residents about the benefits of this project.

Deliverable 1. Summary report containing as-built documentation of all construction work developed as part of this project, demonstration of how public outreach and positive messaging was integrated in the project, detailed expenditures and copies of invoices.

EXHIBIT B

PAYMENT SCHEDULE

The project will be funded through cost share support by Broward County (40%) and the City of Pompano Beach (60%) in the amounts shown below. The project will be completed in two (2) years. The City of Pompano Beach may invoice Broward County for payment once after completion of the Scope of Services.

Project	Total Project Cost	Broward County Funds	City of Pompano Beach Funds
Construct transmission lines and service lines to provide reuse water to 55 customers.	\$500,000	Not to Exceed \$200,000	\$300,000