

**EXHIBIT 1**

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

to

PROVIDE COST SHARE SUPPORT OF A WATER CONSERVATION INCENTIVES PROGRAM TO BE COORDINATED BY BROWARD COUNTY WITHIN THE WATER UTILITY SERVICE AREAS AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC MEDIA PROMOTION, OUTREACH, ADMINISTRATIVE, AND OTHER ACTIVITIES ASSOCIATED WITH FOSTERING A COUNTY-WIDE WATER CONSERVATION ETHIC TO BE PERFORMED BY THE NATURAL RESOURCES PLANNING AND MANAGEMENT DIVISION IN PARTNERSHIP WITH THE MUNICIPALITY

This is an Interlocal Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF HALLANDALE BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "PARTNER."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes (2009), also known as the "Florida Interlocal Cooperation Act of 1969", and other Florida law; and

WHEREAS, a high quality and adequate water supply is key to the current and continued support of urban and natural systems in Broward County; and

WHEREAS, in 2007, the Regional Water Availability (RWA) Rule, adopted by the South Florida Water Management District to ensure the preservation of regional water resources in support of Everglades restoration limits future withdrawals from the Biscayne Aquifer, currently our primary source of drinking water; and

WHEREAS, consumptive use water demands county-wide are projected to increase by as much as 50 million gallons per day by the year 2025 based on current rates of consumption and anticipated population growth; and

WHEREAS, local water providers are facing immediate decisions related to planning for future water supply needs for human and natural systems; and

WHEREAS, the county-wide Integrated Water Resource Plan seeks to optimize the beneficial uses of local water resources by creating more water and making our water resources go further; and

WHEREAS, local municipalities and water utilities helped to develop the Integrated Water Resource Plan through representation on the Water Advisory Board to the Broward County Board of County Commissioners and its Technical Advisory Committee; and

WHEREAS, the conservation of water quality and quantity is a principle objective of the Integrated Water Resource Plan and is demonstrated to be one of the most cost-effective and immediate means of producing water for meeting future water supply needs; and

WHEREAS, in May 2008, the Broward Water Resources Task Force (Task Force) was created through resolutions of the Broward County Board of County Commissioners, South Florida Water Management District, and Broward League of Cities to identify and evaluate potential regional and subregional water supply projects and water conservation opportunities; and

WHEREAS, the Task Force recognized that water conservation offers the lowest cost means of generating the additional water needed to meet the region's projected water demands; and

WHEREAS, the Task Force, in its Final Report, identified several recommendations for immediate implementation pertaining to regional water conservation efforts, including a key recommendation calling for the establishment of a county-wide water conservation and incentives program with the purpose of delivering unified water conservation messaging, information, and services to benefit all Broward county residents and water suppliers; and

WHEREAS, the overall objective of the Broward Water Conservation Incentives Program is to encourage residents and businesses in Broward County to adopt an enduring water conservation ethic that supports long-term water resource sustainability and achieves permanent and measurable water savings through replacement of low efficiency plumbing fixtures with high efficiency models; and

WHEREAS, the parties desire to enter into an agreement to provide for the implementation of a Water Conservation Incentives Program to support water conservation goals and further water conservation strategies in support of consumptive use permit requirements; NOW, THEREFORE,

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

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - This document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board - The Broward County Board of County Commissioners.

- 1.3 Contract Administrator - The Broward County Administrator, the Director of the Broward County Natural Resources Planning and Management Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with PARTNER and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 COUNTY - The Board as defined in Section 1.2 unless expressly provided otherwise.
- 1.5 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.6 Project - The Project consists of the services described in Article 2.

## ARTICLE 2

### SCOPE OF SERVICES

- 2.1 The COUNTY shall perform all work identified in Section 4: COUNTY RESPONSIBILITIES of the attached scope of work (Exhibit A).

## ARTICLE 3

### PARTNER RESPONSIBILITIES

- 3.1 The PARTNER agrees to perform all work identified in Section 5: PARTNER RESPONSIBILITIES of the attached scope of work hereinafter known as Exhibit A. The parties agree that the scope of services is a description of PARTNER'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 PARTNER'S impractical, illogical, or unconscionable.

## ARTICLE 4

### FINANCIAL CONTRIBUTION

- 4.1 COUNTY agrees to provide an amount not to exceed \$100,000.00 annually towards meeting its obligations under Tasks 2 and 3 of Section 4 of EXHIBIT "A".

- 4.2 COUNTY agrees to perform the services set forth in Article 2, SCOPE OF SERVICES, at an annual base cost to the PARTNER of \$9,984.00 as shown in EXHIBIT "B." Years 2 through 5 of the agreement provide for an annual cost-of-living adjustment of 3% in the media outreach/administration portion of EXHIBIT "B". The fees for 2011, 2012, 2013, 2014, and 2015 shall be payable upon invoice and in accordance with the schedule shown in EXHIBIT "B" for the services actually performed. Payment shall be made to COUNTY at:

Broward County Board of County Commissioners  
Jim Steinmuller, Accounting Division Administrator  
Governmental Center, Room 220  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301

## ARTICLE 5

### TERM AND TIME OF AGREEMENT

- 5.1 This Agreement shall become effective upon execution by COUNTY and PARTNER and shall continue in full force and effect for 66 months from the final party's execution of the Agreement; 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 accordance with Chapter 129, Florida Statutes.
- 5.2 All duties, obligations, and responsibilities of PARTNER required by this Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless written notice of termination by the COUNTY or any of the PARTNER is provided pursuant to Article 9, Notices. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

## ARTICLE 6

### TERMINATION

- 6.1 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 written notice from the aggrieved party identifying the breach, or for convenience by action of the Board upon not less than thirty (30) days' written notice. This Agreement may also be terminated by 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. An erroneous termination for cause shall be considered a termination for convenience.

- 6.2 Termination of this Agreement for cause by any of the PARTNER shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 6.4 In the event this Agreement is terminated for convenience, COUNTY shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of a PARTNER'S election to terminate, COUNTY shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. COUNTY acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by A PARTNER, the receipt and adequacy of which is hereby acknowledged by COUNTY, is given as specific consideration to COUNTY for PARTNER'S right to terminate this Agreement for convenience.

## ARTICLE 7

### ACCESS TO RECORDS AND OWNERSHIP OF DOCUMENTS

- 7.1 This Agreement may be unilaterally canceled by the parties for refusal by a party to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the parties in conjunction with this Agreement.
- 7.2 Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY and, if a copyright is claimed, PARTNER grants to COUNTY a non-exclusive license to use the copyrighted item(s) 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 PARTNER, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by PARTNER to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to PARTNER shall be withheld until all documents are received as provided herein.

## ARTICLE 8

### GOVERNMENTAL IMMUNITY AND INSURANCE

- 8.1 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 or any other contract. COUNTY AND PARTNER, to the extent that they are state agencies or political subdivisions as defined in Chapter 768.28, Florida Statutes, agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.
- 8.2 PARTNER is an entity subject to Section 768.28, Florida Statutes, and PARTNER shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

## ARTICLE 9

### NOTICES

- 9.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

#### COUNTY:

Environmental Protection and Growth Management Department  
Director, Broward County Natural Resources Planning and Management Division  
Government Center West,  
1 North University Drive, Suite 301  
Plantation, Florida 33324

With copy to:

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

#### PARTNER:

Mayor, City of Hallandale Beach  
400 South Federal Highway  
Hallandale Beach, Florida 33009

## ARTICLE 10

### MISCELLANEOUS

10.1 ASSIGNMENT: Neither this Interlocal Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party.

10.2 MATERIALITY AND WAIVER OF BREACH: COUNTY and PARTNER agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.3 COMPLIANCE WITH LAWS: PARTNER shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.4 SEVERANCE: In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or PARTNER elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.5 JOINT PREPARATION: The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.6 PRIORITY OF PROVISIONS: If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.



- 10.7 JURISDICTION, VENUE, WAIVER OF JURY TRIAL: This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts. By entering into this Agreement, PARTNER and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.
- 10.8 AMENDMENTS: No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and PARTNER. Further, PARTNER acknowledges and agrees 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
- 10.9 PRIOR AGREEMENTS: This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 10.10 INCORPORATION BY REFERENCE: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.
- 10.11 REPRESENTATION OF AUTHORITY: Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.
- 10.12 MULTIPLE ORIGINALS: Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

REMAINDER OF PAGE 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 Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and PARTNER, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
Board of County Commissioners

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

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

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

Approved as to form by  
Office of the County Attorney  
Broward County, Florida  
Andrew J. Meyers  
Interim County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

Insurance requirements  
Approved by Broward County  
Risk Management Division

By \_\_\_\_\_  
(Date)

By \_\_\_\_\_  
Daphne E. Jones (date)  
Assistant County Attorney

Date \_\_\_\_\_

I  
INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND PARTNER TO  
PROVIDE COST SHARE SUPPORT OF A WATER CONSERVATION INCENTIVES  
PROGRAM TO BE COORDINATED BY BROWARD COUNTY WITHIN THE WATER  
UTILITY SERVICE AREAS AND AUTHORIZE BROWARD COUNTY TO CONDUCT  
SPECIFIC MEDIA PROMOTION, OUTREACH, ADMINISTRATIVE, AND OTHER  
ACTIVITIES ASSOCIATED WITH FOSTERING A COUNTY-WIDE WATER  
CONSERVATION ETHIC TO BE PERFORMED BY THE NATURAL RESOURCES  
PLANNING AND MANAGEMENT DIVISION IN PARTNERSHIP WITH THE  
MUNICIPALITY

CITY OF HALLANDALE BEACH

Attest:

\_\_\_\_\_  
Clerk

By \_\_\_\_\_  
Mayor-Commissioner

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

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## **EXHIBIT “A”**

### **STATEMENT OF WORK Broward Community Water Conservation and Incentives Program Full Partner**

#### **1.0 INTRODUCTION**

Water plays a critical role in South Florida, and will continue to directly influence the future sustainability of Broward County’s economy, environment, and quality of life. Future water demands will continue to be influenced by population growth, rates of per capita consumption, and variable climatologic conditions.

In 2007, the Regional Water Availability (RWA) Rule was adopted by the South Florida Water Management District to ensure the preservation of regional water resources in support of Everglades restoration. The RWA Rule limits future withdrawals from the Biscayne Aquifer, currently our primary source of drinking water, thereby requiring the development of alternative water supplies to meet growing urban demands for water. Although a number of alternative water supply projects are under development and regional strategies are being explored, water conservation has been repeatedly identified as a strategy warranting aggressive implementation.

In May 2008, the Broward Water Resources Task Force was created to identify and evaluate potential regional and subregional water supply projects and water conservation opportunities. The Task Force recognized that the water conservation offers the lowest cost means of generating the additional water needed to meet the region’s projected water demands of an additional 24-47 million gallons per day by 2025. In June 2010, the Task Force completed its report and included several recommendations for immediate implementation pertaining to regional water conservation efforts. A key recommendation advanced by the Task Force and supported by resolution of the Broward County Board of County Commissioners and the Broward League of Cities is the establishment of a county-wide water conservation and incentives program with the purpose of delivering unified water conservation messaging, information, and services to benefit all Broward county residents and water suppliers.

The overall objective of the Broward Water Conservation Incentives Program is to encourage residents and businesses in Broward County to adopt an enduring water conservation ethic that support long-term water resource sustainability and to achieve permanent and measurable water savings through replacement of low efficiency plumbing fixtures with high efficiency models.

There are two principal components to the Program:

- Development and implementation of an aggressive media campaign to promote the overall need for water conservation, provide residents and businesses with

information on ways to reduce their water consumption, and promote the availability of program resources.

- Provision of incentives for retrofitting existing fixtures with new, high efficiency plumbing fixtures through offers of free water saving fixtures and rebates.

## **2.0 PROGRAM DESCRIPTION**

The Water Conservation and Incentives Program will be a coordinated county-wide program, with uniform branding that distinguishes this collaborative partnership. Year-round messaging will promote water conservation and will be heightened during dry months and periods of water shortage. Promotion and coordination of rebates and incentives will be coordinated by the County (COUNTY), along with production of promotional materials, articles, a recognition program, and community outreach.

The proposed scope of work builds upon achievements already realized through Broward County's existing water conservation and public outreach programs which focus on reducing water used for landscape irrigation and seeks to expand these efforts through collaborations with local governments and water providers (PARTNERS) throughout the County. The following scope of work for services details the program elements, obligations, and commitments of the both parties (COUNTY and PARTNERS) in the development and delivery of the water conservation and incentives program within PARTNER jurisdictions in Broward County. This scope of work covers a development phase and five years of full program implementation.

The COUNTY proposes to provide these services to achieve water conservation, cost savings, and greater environmental stewardship within residences and businesses throughout the County. This effort will consist of both a technical approach, designed to replace water fixtures with higher efficiency models and reduce demand throughout residences and business operations, thereby resulting in documented water and cost savings, and supporting energy conservation; and, an education and outreach approach, aimed at championing the overall need to conserve water. The overall effort will be coordinated by the COUNTY, while individual PARTNER participation will be required for complete program implementation.

## **3.0 SCOPE OF WORK**

The Scope of Work in support of the Partnership Agreement is undertaken through the following series of tasks.

## **4.0 COUNTY RESPONSIBILITIES:**

**Task 1      Administration of the Program.** Under this task, the COUNTY will provide overall administration of the agreement, including financial and annual reporting. The COUNTY will initially meet with the PARTNERS to establish overall objectives, review program elements, develop timetables, and develop protocols for the management of the incentives and media/messaging elements of the program. The process for providing review and approval of program deliverables and work products will be established and the responsibilities of COUNTY and PARTNERS will be discussed.

COUNTY will coordinate at least one meeting annually with PARTNERS to present annual program achievements, review and administrative or logistical program issues, and consider opportunities for improvement.

An Annual Report will outline the performance of the program and the meeting of goals and objectives will include a comparison of planned vs. implemented measures, water saved/water savings rates, and the costs of implementation with respect to meeting planned goals. The report will also address any unanticipated delays and issues that necessitate modification of the program or estimation of its cost-effectiveness. The COUNTY shall provide the Annual Report within one month following the completion of the first year of county-wide launching of the program.

**Task 2      Procurement and management of professional services to assist with program development and implementation.** Under this task the COUNTY will procure consulting services to assist in the overall development of a media and outreach campaign to get the water conservation message out and promote the incentives program. For cost-effectiveness, the campaign will be designed to integrate as much as possible with existing regional outreach initiatives and media sources. The consultant, under direction of the COUNTY, will work with PARTNERS to develop program branding, create a program website, develop PSAs for broadcast media, prepare newsprint advertisements, arrange media buys, develop promotional articles, produce PSAs for viewing on public access channels and the County's video-on-demand service, design print materials, and develop promotional concepts, etc.

- Task 3      Manage and promote media campaign for water conservation outreach and program marketing.** Under this task, the COUNTY will develop and promote a media campaign designed to impart water conservation messages to residents (brochures, website, etc.); identify opportunities to distribute water-saving information and program promotional materials to communities, businesses, schools and other venues of interest; develop and deliver educational materials on the need to conserve water and ways to save water to residents through various media. Residents, employees, businesses, homeowner associations and other organizations that include utility customers are the anticipated target audiences. Categories of media that might be considered in the promotion of the program include pieces for written publications (newspapers, trade publications, newsletters, brochures), broadcast media (television, radio, automated phone lines) and websites. Under this task, promotion of the water conservation and incentives initiative will also occur through interaction with consumer groups, the plumbing industry, and fixture vendors. Opportunities to highlight results and publicize successes will be identified.
- Task 4      Communications coordination.** Under this task, the COUNTY will work with PARTNERS to ensure linking of resources and communications among the network of partners. A database will be created that identifies partners, program services, and informational resources. Program materials (brochures, fliers, posters) will be provided in electronic form for reproduction by PARTNERS. A detailing of preferred resources will be generated and posted on the main program website (to be hosted by County) with all information to be coordinated and cross-posted.
- Task 5      Rebate and incentives program.** Under this task, the COUNTY will coordinate with vendors to promote the program and eligible devices; manage and process rebates; coordinate the purchase of conservation devices for exchange and giveaway; coordinate with PARTNERS to identify appropriate points of distribution; promote both residential and commercial opportunities; provide for full accounting/tracking; and, provide additional outreach/promotion where demand may be less than availability.

The COUNTY will work with residents to guide them through the incentives process and the selection of appropriate installation services; work with regional vendors to ensure the availability of the desired retrofit fixtures and establish agreements for bulk purchasing; establish working relationships with the plumbing industry and fixture vendors; receive and evaluate resident applications for eligibility for replacement and rebates; manage the acquisition and distribution of fixtures to be provided to residents free of charge; manage the collection and disposal of replaced fixtures; manage the preparation and issuance of rebate checks; collect and analyze resident survey data; and evaluate the success of the incentives initiative.

**Task 6      Development of an awards/recognition program.** Under this task, the COUNTY will coordinate with PARTNERS to develop an awards/recognition program that quantifies and promotes water savings achieved in homes and businesses where new water conservation devices are installed.

**Task 7      Leverage funds and resources.** Under this task, the COUNTY will seek to leverage dollars and resources by pursuing additional funds and support from local, state, and national sources, including, but not limited to WaterSIP funding (SFWMD), Water Sense Partnership (EPA), and local groups. In addition, the County will solicit support for sponsors through the County's Advantage Marketing program.

## **5.0 PARTNER(S) RESPONSIBILITIES**

**Task 8      Participate in coordination meetings.** Under this task, the PARTNER will participate in coordination meetings and provide timely review and feedback on any program products or deliverables. The PARTNER will identify a project manager to serve as the designated point of contact. The PARTNER will assist in refining program elements and expenditure priorities, as needed; develop controls and measures of success for the program; and, provide final oversight of program operations within the PARTNER's jurisdiction.

**Task 9      Promotion.** Under this task, the PARTNER will work with the COUNTY to identify points of distribution and promotional outlets available to PARTNER to promote program and services within the PARTNER's jurisdiction.



## **6.0 PAYMENT AND DELIVERABLES SCHEDULE**

Payments for services provided by the COUNTY will be provided by the PARTNER according to the annual cost schedule (EXHIBIT "B") and number of incentive units allocated to each participating PARTNER. Participating entities will not front the cost of individual rebates, but will be invoiced by the county for actual rebates issued within their service areas within a given year.

This Agreement includes a 5-year term for program delivery following an initial 6-month phase of program development that will entail the solicitation and contracting for consultant services to assist with program branding, messaging, and marketing.

## EXHIBIT “B”

If the total consideration for this Agreement is subject to multi-year funding allocations, funding for each applicable fiscal year of this Agreement will be subject to COUNTY and PARTNER budgetary appropriation. In the event the COUNTY or PARTNER 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.

<b>Service Performed by County</b>	<b>Partner's Base Cost</b>	<b>Payment Schedule</b>
Media Outreach/Administration	\$10,789.00	Payable upon invoice from County
Incentives/Rebates (to include 72 high efficiency toilets, 24 pre-rinse spray valves, and 240 total faucets, aerators, and showerheads or other mutually agreed upon combination of water-saving fixtures of equal value)	\$9,984.00	Municipality will not front the cost of individual rebates, but will be invoiced by the County for actual rebates issued within their service areas within a given year.
Total Annual Year 1 Maximum Cost to Partner	\$20,773.00	
Total Annual Year 2 Maximum Cost to Partner	\$21,096.67	
Total Annual Year 3 Maximum Cost to Partner	\$21,430.05	
Total Annual Year 4 Maximum Cost to Partner	\$21,773.43	
Total Annual Year 5 Maximum Cost to Partner	\$22,127.11	