



INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PEMBROKE PINES FOR COST SHARE SUPPORT OF BROWARD WATER PARTNERSHIP/CONSERVATION PAYS PROGRAM

This Interlocal Agreement ("Agreement") is between Broward County, a political subdivision of the State of Florida ("County"), and the City of Pembroke Pines, a [municipal corporation of the State of Florida] ("Participant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Broward Water Partnership funds the Conservation Pays Program, a regional rebate and incentives program administered by Broward County's Natural Resources Division ("Program").

B. The Program is a County-coordinated program with municipal and utility partners and uniform branding that distinguishes this collaborative program. The objectives of the Program are to encourage residents 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 replacement of low-efficiency plumbing fixtures with high-efficiency models.

C. The Program implements 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.

D. The Program provides incentives for retrofitting existing fixtures with new, high efficiency plumbing fixtures through offers of free water-saving fixtures and rebates. Incentives and rebates will be provided for specific retrofitting to include high efficiency toilets, pre-rinse spray valves, faucets, aerators, and showerheads, and other combinations of water-saving fixtures of equal value approved by County.

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. **Applicable Law** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, as may be amended.

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

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

1.4. **Code** means the Broward County Code of Ordinances.

1.5. **Contract Administrator** means the Director of Natural Resources Division, the Assistant Director of Natural Resources Division, or such other person designated by the Director of Natural Resources Division in writing.

1.6. **Services** means all work required under this Agreement, including, without limitation, all deliverables, goods, consulting, training, project management, and services specified in the Scope of Services attached as **Exhibit A**.

ARTICLE 2. SCOPE OF SERVICES

2.1. County shall perform all County obligations, including, without limitation, County Responsibilities specified in **Exhibit A** (the “**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 Parties’ respective 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 that Party impractical, illogical, or unconscionable.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. This Agreement begins on the date it is fully executed by the Parties (“Effective Date”) and continues through September 30, 2031 (“Initial Term”), unless otherwise terminated or extended as provided in this Agreement. The Initial Term and Renewal Term, as those terms are defined in this article, are collectively referred to as the “Term.”

3.2. Renewals. County may renew this Agreement for up to one (1) additional five (5) year term (a “Renewal Term”) on the same rates, terms, and conditions stated in this Agreement by sending written notice to Participant at least thirty (30) days prior to the expiration of the then-current term. The County Administrator is authorized to exercise the Renewal Term and notice of same to Participant by electronic mail alone shall be effective and sufficient.

ARTICLE 4. FINANCIAL CONTRIBUTION

4.1. County agrees to provide the aggregate amount of one hundred twenty-five thousand dollars (\$125,000.00) annually, inclusive of County’s obligations under agreements with all Program participants, towards meeting all obligations of the Program as outlined in **Exhibit A**, including those responsibilities under this agreement with Participant and the agreements with all other municipal partners.

4.2. For all Services provided under this Agreement, Participant agrees to pay (i) an annual base cost for media, outreach, and administration (“Base Cost”), subject to an annual adjustment of 3% in years 2 through 5, and (ii) reimbursement of incentives and rebate costs actually issued

within Participant's service areas within the applicable year by County, up to the maximum not-to-exceed amounts as set forth in **Exhibit B**. Participant will not front the cost of individual rebates and incentives. Instead, County will invoice Participant the Base Amount and any additional incentives and rebates actually issued within Participant's service areas within a given year up to the maximum not-to-exceed costs reflected in the chart in **Exhibit B**.

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 the Scope of Services attached as **Exhibit A** of this Agreement.

4.3. The continuation of this Agreement beyond the end of any County fiscal year (October 1 through September 30) is subject to both the appropriation and the availability of funds pursuant to Chapter 129 and, if applicable, Chapter 212, Florida Statutes. In the event 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.

4.4. County may invoice Participant within 45 days after the Effective Date and annually thereafter for the amounts set forth in **Exhibit B**. Participant must pay County the invoiced amount no later than 45 days after the date of the invoice. Payment shall be made to County at:

Broward County Board of County Commissioners
Director, Natural Resources Division
115 South Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

ARTICLE 5. INSURANCE

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

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

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 the Board with at least thirty (30) days advance written notice to Participant. Participant acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance written notice to Participant 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 County pursuant to this section, County shall be paid for the Base Cost and at any additional incentives or rebates actually issued within Participant's service areas through the termination date specified in the written notice of termination, and Participant shall have no further obligation to pay County for additional Services under this Agreement after termination.

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. EQUAL EMPLOYMENT OPPORTUNITY

7.1 Participant shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Participant shall include the foregoing or similar language in its contracts with all subcontractors providing Services under this Agreement.

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, or other work created by Participant specifically for County in connection with

performing Services, whether finished or unfinished (“Documents and Work”), shall be owned by County, and, subject to public records laws and retention obligations, 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 or Participant 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 throughout the Term and after completion or termination of this Agreement if the records are not transferred to County; and

8.3.4. Upon expiration 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 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. County will respond to all such public records requests.

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. Participant must 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 nondisclosure of Restricted Material in response to a third-party request.

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, VBALTA@BROWARD.ORG, 115 S ANDREWS AVE., ROOM 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. The Parties are independent contractors, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services, neither Party nor their agents shall act as officers, employees, or agents of the other. Neither party shall not have the right to bind the other to any obligation not expressly undertaken 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. Notices. 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). A Party may change its notice address by giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Natural Resources Division
Broward Water Partnership/Conservation Pays Program
Attn: Vanessa Balta, Water Conservation Manager
115 South Andrews Avenue, Room 329H, Fort Lauderdale, Florida 33301
Email address: vbalta@broward.org

FOR PARTICIPANT:

City of Pembroke Pines
Charles F. Dodge, City Manager
601 City Center Way, 4th Floor
Pembroke Pines, FL 33025
Email address: cdodge@ppines.com

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Email address: sgoren@gorencherof.com

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. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, to the extent provided by law, Participant is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Participant must ensure that any use of generative artificial intelligence tools by Participant or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning

or training. Participant must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

8.12. 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.

8.13. 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.

8.14. 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, and all deliverables provided for online utilization must meet or exceed the World Wide Web Consortium/Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standard or any higher standard as required by Applicable Law.

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

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

8.17. 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.

8.18. 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.

8.19. 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.**

8.20. 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.

8.21. 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.

8.22. Payable Interest.

8.22.1. 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.

8.22.2. 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).

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

8.24. 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.

8.25. Use of Parties' Name or 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 City's Communications Division Director or by the City Manager.

8.26. 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.

8.27. Section 125.595 Compliance. Participant represents and warrants that the Services provided under this Agreement do not constitute or relate to diversity, equity, or inclusion. Participant is expressly prohibited from using any funds provided by County or under this Agreement to promote diversity, equity, or inclusion initiatives, or for any program or activity that relates to diversity, equity, or inclusion. As used herein, "diversity, equity, or inclusion" has the meaning set forth in Section 125.595(b), Florida Statutes. This section does not prohibit Participant from engaging in any activity permitted by Section 125.595, Florida Statutes, including but not limited to any action required for compliance with state or federal laws or regulations.

8.28. Section 287.139 Compliance. Participant certifies that Participant does not and will not use County or municipal funds in requiring its employees, contractors, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes.

(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 Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__; and City of Pembroke Pines, signing by and through its duly authorized representative.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
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
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)
Deputy County Attorney

DK/gmb
Conservation Pays ILA
07/01/2025
#____.____

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF PEMBROKE PINES
FOR COST SHARE SUPPORT OF BROWARD WATER PARTNERSHIP/CONSERVATION PAYS
PROGRAM**

PARTICIPANT

CITY OF PEMBROKE PINES

ATTEST:

By: _____
ANGELO CASTILLO, CITY MAYOR

GABRIEL FERNANDEZ, CITY CLERK

_____ day of _____, 20____

By: _____
CHARLES F. DODGE, CITY MANAGER

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

City Attorney

Exhibit A
Scope of Services
Broward Water Partnership/Conservation Pays Program

INTRODUCTION

The Conservation Pays Program (“Program”) is a County-coordinated program with municipal and utility partners, and uniform branding that distinguishes this collaborative Program. Year-round messaging promotes water conservation, which is heightened during dry months and periods of water shortage. Promotion and coordination of rebates and incentives is coordinated by the County, with an annual goal of distributing two thousand (2,000) toilet rebates, along with the production of promotional materials, articles, a recognition program, and community outreach.

The proposed Scope of Services builds upon achievements already realized through implementation of the Program during its first three (3) five-year periods. The Scope of Services, below, details the Program elements, obligations, and commitments of the Parties in the delivery of the water conservation and incentives program within Participant's jurisdiction. This scope of work covers five (5) years of Program implementation.

The County will provide these services to achieve water conservation, cost savings, and greater environmental stewardship within residences and businesses throughout the County. This effort consists of both: i) 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 ii) an education and outreach approach aimed at championing the overall need to conserve water. The County will coordinate the overall effort and the Participant will aid in Program implementation as outlined below.

1. SCOPE OF SERVICES

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

COUNTY RESPONSIBILITIES:

A. ADMINISTRATION OF THE PROGRAM

- a. Provide overall administration of the Agreement. Except as otherwise provided, administration of the Program will be left to the sole discretion of the County.
- b. Coordinate at least one (1) meeting annually with Participant to present the Program’s annual achievements, review administrative or logistical program

issues, and consider new program promotions and opportunities for improvement.

- c. Provide reports to Participant as requested on rebate expenditures, device deliveries, and water savings, including an Annual Report outlining the performance of the program and the meeting of goals and objectives. It will include a comparison of planned vs. implemented measures, communications tools, marketing efforts (including media buys), an analysis of marketing efforts relative to rebate activities, a report on leveraged funds, a summary of Program awards, identification of Program needs and opportunities, and recommendations going forward. The report will also address any unanticipated delays and issues that necessitate modification of the Program. County shall provide the Annual Report within one (1) month following the completion of the County's fiscal year.
- d. 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 rebates or to offset other costs at County's discretion.

B. CONSERVATION PAYS PROGRAM

- a. County will develop and promote media campaigns designed to: i) impart water conservation messages to residents (brochures, website, etc.); ii) identify opportunities to distribute water-saving information and Program promotional materials to communities, businesses, schools, and other venues of interest; iii) and develop and deliver to residents and businesses through various media educational materials on the need to conserve water and ways to save water. Residents, employees, businesses, homeowner associations, and other organizations that include utility customers are the target audiences. Categories of media to be considered for promoting the Program include pieces for written publications (newspapers, trade publications, newsletters, brochures), broadcast media (television, radio, automated phone lines), social media, and mobile device-compatible websites.
- b. County may allow the term to expire for the County's existing marketing and outreach vendor contract and may assume primary responsibility for Program branding, Program website, database management, media buys, and promotional

campaigns. For cost-effectiveness, campaigns will be designed to integrate as much as possible with existing regional outreach initiatives and media sources. County may procure consulting services to assist in overall Program development and implementation on an as-needed basis.

- c. County will promote the water conservation and incentives initiative through interaction with consumer groups, the plumbing industry, and fixture vendors. County will identify to Participant opportunities to highlight results and publicize successes. County will work with Participant to complete the following tasks, including, but not limited to: develop and maintain Program branding and a Program website, 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.
- d. County will work with Participant to facilitate coordination of resources and communications among the network of partners. County will create a database that identifies partners, Program services, and educational resources and provide Program materials (brochures, fliers, posters) in electronic form for reproduction by Participant. County will generate and post a detailed list of preferred educational resources on the Program's main website. Participant will share the Program materials and preferred educational resources within its service area and with its residents and businesses.
- e. County will coordinate with device vendors to: i) promote the Program and eligible devices; ii) manage and process rebates; iii) coordinate the purchase of conservation devices for exchange and giveaway; iv) coordinate with Participant to identify appropriate points of distribution; v) promote both residential and commercial opportunities; vi) provide for full accounting/tracking; and vii) provide additional outreach/promotion where demand may be less than availability.
- f. County will work with residents to guide them through the incentives process; 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.

PARTICIPANT RESPONSIBILITIES

- a. Provide a point of contact to coordinate with on matters pertaining to this Agreement and inform County in writing within thirty (30) days after a change to the point of contact.
- b. Participate in coordination 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. Coordinate with County to promote the Program, including identifying points of distribution and promotional outlets available to Participant to promote the Program and services within Participant's jurisdiction and actively coordinate with County on Program promotions utilizing municipal media outlets and communications.
- d. Inform County in writing no later than the start of the fourth (4th) quarter of each Program year of any increases or decreases to the total dollar amount to be paid out for rebates or incentives as set forth in Exhibit B for the upcoming program year. For clarity, Participant may not modify the Base Cost absent a formal amendment to this Agreement.

EXHIBIT B
PAYMENT SCHEDULE

For all Services provided under this Agreement, Participant agrees to pay up to the maximum not to exceed amount as set forth in the chart below, including (i) an annual Base Cost for media, outreach, and administration, which amount shall increase annually by 3% (which annual increase is included in years 2 through 5 below), and (ii) reimbursement of incentives and rebate costs actually incurred by County. Participant will not front the cost of individual rebates and incentives, but will be invoiced up to the maximum not-to-exceed costs exhibited in the chart below, by the County for the actual rebates and incentives issued within their service areas within a given year.

Year	Base Cost (Media, Outreach & Administration)	Rebate/Incentives Amount	Maximum Not to Exceed Amount	Invoice Submitted by:
1	\$23,392.91	\$39,936.00	\$63,328.91	August 20, 2027
2	\$24,094.70	\$39,936.00	\$64,030.70	August 20, 2028
3	\$24,817.54	\$39,936.00	\$64,753.54	August 20, 2029
4	\$25,562.07	\$39,936.00	\$65,498.07	August 20, 2030
5	\$26,328.93	\$39,936.00	\$66,264.93	August 20, 2031