

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

FEASIBILITY STUDY, PRELIMINARY DESIGN, OR RELATED SERVICES
FOR PROJECTS RECOMMENDED UNDER THE BROWARD COUNTYWIDE
INTEGRATED WATER RESOURCE PLAN TO BE PERFORMED
IN PARTNERSHIP WITH LOCAL WATER MANAGERS

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IN PARTNERSHIP WITH LOCAL WATER MANAGERS

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 of the state of Florida, its successors and assigns, on behalf of its Water Utility, hereinafter referred to as "CITY".

WHEREAS, this Interlocal Agreement is entered into pursuant to §163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

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 has entered into a Interlocal Agreement with the South Florida Water Management District to provide funds to perform feasibility and preliminary design work for recommended projects related to the implementation of the Integrated Water Resource Plan (IWRP); and

WHEREAS, COUNTY is desirous of entering into Interlocal agreements to encourage local water managers to pursue feasibility and preliminary design 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 these IWRP recommended projects; and

WHEREAS, CITY has expressed a desire to cost share feasibility and preliminary design 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, COUNTY and CITY agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - means this document, Articles 1 through 11, 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 Environmental Protection and Growth Management Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Interlocal Agreement as set forth herein. In the administration of this Interlocal 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 Administrator – The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 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 CITY shall perform all work identified in this Interlocal Agreement and Exhibit "A". The parties agree that the scope of services 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.
- 2.2 CITY 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 Interlocal Agreement.
- 2.3 CITY shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. CITY agrees that if it withholds an amount as retainage from its subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY, or within thirty (30) days after the subcontractor has satisfactorily completed its work, whichever shall first occur.
- 2.4 COUNTY agrees to transfer to CITY the authority to perform the services in accordance with the attached Exhibit "A".
- 2.5 CITY shall perform the above services pursuant to the attached Exhibit "A".
- 2.6 It is understood and agreed that CITY may be required to employ a consultant to perform the services required under this Interlocal Agreement; however, COUNTY shall not be responsible for any additional costs or expenses associated with the hiring beyond those agreed to herein.
- 2.7 Additional services or cost sharing funds, pursuant to the attached Exhibit "A," such as final design, construction management, or construction not currently indicated on Exhibit "A," may be considered upon written Amendment to this Interlocal Agreement, as provided in Section 11.14, Amendments.

ARTICLE 3

COMPENSATION

- 3.1 COUNTY agrees to pay CITY, in the manner specified in Section 3.2, Method of Billing and Payment, the total of one half (1/2) of the total project cost not-to-exceed amount of Fifty Thousand dollars (\$50,000.00) for work actually performed and completed pursuant to this Interlocal Agreement and set forth in

Exhibit "A," which amount shall be accepted by CITY as full compensation for all such work. It is acknowledged and agreed by CITY that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for its services related to this Interlocal Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

3.2 METHOD OF BILLING AND PAYMENT

3.2.1 CITY may submit an invoice for compensation on one occasion, which shall be associated with completion of the project deliverables. This invoice shall be submitted only after the services for which the invoice is submitted have been completed. An original invoice plus one copy must be received no later than sixty (60) days after this Interlocal Agreement expires. Invoice shall designate the nature of the services performed and/or the expenses incurred. CITY shall submit with the invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "B"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and suppliers listed in Item 2 of the form, explaining the good cause why payment has not been made.

3.2.2 COUNTY shall pay CITY within thirty (30) calendar days of receipt of CITY's proper invoice, as required by the "Broward County Prompt Payment Ordinance" (Broward County Ordinance No. 89-49, as may be amended from time to time). To be deemed proper, all invoices must comply with the requirements set forth in this Interlocal Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.

3.3 Notwithstanding any provision of this Interlocal Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to Contract Administrator or failure to comply with this Interlocal Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

3.4 Payment shall be made to CITY at:

Finance Department

400 South Federal Highway

Hallandale Beach, FL 33009

ARTICLE 4

TERM AND TIME OF PERFORMANCE OF AGREEMENT

- 4.1 This Interlocal Agreement shall become effective upon execution by COUNTY and shall continue in full force and effect until midnight, eighteen (18) months following final execution of the Agreement; provided, however, if the term of this Interlocal Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Interlocal 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. In addition, the County Administrator is authorized to execute any amendments extending the term of this Interlocal Agreement with the appropriate amendment prepared with the same or similar formality.
- 4.2 All duties, obligations, and responsibilities of CITY required by this Interlocal 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 the CITY is provided pursuant to Section 10.1, Notices. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Interlocal Agreement.

ARTICLE 5

CHANGE IN SCOPE OF SERVICES

- 5.1 Any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 11.14 below.

ARTICLE 6

GOVERNMENTAL IMMUNITY

- 6.1 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 Interlocal Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 7

INSURANCE

- 7.1 CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said Agreement.

ARTICLE 8

TERMINATION

- 8.1 This Interlocal 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 Interlocal 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.
- 8.2 Termination of this Interlocal Agreement for cause by COUNTY 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 Interlocal Agreement, or multiple breach of this Interlocal Agreement which has a material adverse effect on the efficient administration of the Project notwithstanding whether any such breach was previously waived or cured.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Interlocal 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 Interlocal Agreement.
- 8.4 In the event this Interlocal Agreement is terminated for convenience, CITY shall be paid for any services properly performed to the date the Agreement is terminated; however, upon being notified of COUNTY's election to terminate, CITY shall refrain from performing further services or incurring additional expenses under the terms of this Interlocal Agreement. CITY acknowledges and agrees that ten dollars (\$10.00) of the compensation to be paid by COUNTY, the receipt and adequacy of which is hereby acknowledged by CITY, is given as

specific consideration to CITY for COUNTY's right to terminate this Interlocal Agreement for convenience.

- 8.5 In the event this Interlocal Agreement is terminated, any compensation payable by COUNTY shall be withheld until all documents are provided to COUNTY pursuant to Section 11.1, Ownership of Documents.

ARTICLE 9

EEO COMPLIANCE

9.1 EEO COMPLIANCE

CITY shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

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, as may be amended from time to time). 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 10

NOTICES

- 10.1 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:

FOR BROWARD COUNTY:

Director, Natural Resource Planning and Management Division
1 N. University Drive, Suite 201
Plantation, FL 33324

With copy to:

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

TO CITY:

Director of Public Works Utilities and Engineering

630 NW 2nd Street

Hallandale Beach, FL 33009

ARTICLE 11

MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Interlocal Agreement are and shall remain the property of COUNTY. In the event of termination of this Interlocal Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Interlocal

Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

11.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY that are related to this Project. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. 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 for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's records, CITY shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY. 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.

11.3 FINANCIAL STATEMENTS/MANAGEMENT LETTERS

CITY shall provide two (2) copies of CITY's audited financial statements consisting of Balance Sheets, Statement of Operations, Statement of Changes in Fund Balances, Statement of Cash Flows, any management letter(s) thereby generated as it relates to funding provided under this Agreement, and CITY's response to any management letter(s). The audit of the financial statements shall be performed by an independent certified public accounting firm in accordance with Generally Accepted Auditing Standards and Government Auditing Standards issued by the Comptroller of the United States.

CITY shall provide to COUNTY's Contract Administrator three (3) copies of a special report prepared by an independent certified public accountant, or by CITY's internal auditor on the following elements. The special report shall show 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 a review and contain a report on the reports required by this Agreement from the financial records of CITY in accordance with the normal internal audit procedures of CITY. The special report is to be filed with CITY's governing body.

CITY shall submit two (2) copies of the financial statements described in the first paragraph of this section, one (1) copy of the accompanying management letter, if any, and three (3) copies of the special report described in second paragraph of this section to COUNTY's Contract Administrator within one hundred twenty (120) days after the close of CITY's fiscal years in which CITY receives funds under this Agreement.

The due date for the financial disclosure information described in the first paragraph of this section and the special report described in the second paragraph of this may be extended upon the occurrence of COUNTY granting CITY an extension of the time in writing to provide the information.

CITY shall provide COUNTY's Contract Administrator any and all management letters arising from audited financial statements within ninety (90) days of the date of said management letter as it relates to the program described in this Agreement.

CITY shall provide to COUNTY's Contract Administrator the schedule of correction developed in response to said management letter(s) within thirty (30) days of its development.

CITY shall provide to COUNTY's Contract Administrator any compliance audits required by law within one hundred twenty (120) days after the close of each of CITY's fiscal years in which CITY accounts for the funds under this Agreement.

11.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Interlocal Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a

contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Interlocal Agreement and recovery of all monies paid by COUNTY pursuant to this Interlocal Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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.

11.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Interlocal Agreement. Services provided by CITY pursuant to this Interlocal Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

11.6 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Interlocal Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Interlocal Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Interlocal Agreement.

11.7 ASSIGNMENT AND PERFORMANCE

Neither this Interlocal Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, as otherwise provided herein, CITY shall not subcontract any portion of the work required by this Interlocal Agreement, except as provided in Exhibit "B."

CITY represents that each person who will render services pursuant to this Interlocal Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CITY shall perform its duties, obligations, and services under this Interlocal Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

11.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and CITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Interlocal Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Interlocal Agreement shall not be deemed a waiver of such provision or modification of this Interlocal Agreement. A waiver of any breach of a provision of this Interlocal 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 Interlocal Agreement.

11.9 COMPLIANCE WITH LAWS

CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Interlocal Agreement.

11.10 SEVERANCE

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

11.11 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 Interlocal 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.

11.12 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 Interlocal Agreement by reference

and a term, statement, requirement, or provision of Articles 1 through 11 of this Interlocal Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect.

11.13 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. All parties agree and accept that 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, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. 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.

11.14 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 to or otherwise authorized to execute same on their behalf.

11.15 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 Interlocal 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.

11.16 NO INTEREST

Unless required by the Broward County Prompt Payment Ordinance, any monies that are the subject of a dispute regarding this Agreement and that are not paid by COUNTY when claimed to be due shall not be subject to interest. All requirements inconsistent with this provision are hereby waived by CITY.

11.17 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 Interlocal Agreement.

11.18 REPRESENTATION OF AUTHORITY

Each individual executing this Interlocal 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 Interlocal Agreement, duly authorized by all necessary and appropriate action to execute this Interlocal Agreement on behalf of such party.

11.19 MULTIPLE ORIGINALS

Multiple copies of this Interlocal Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

11.20 RECORDS

This Interlocal Agreement shall be recorded in the public records of Broward County, in accordance with Section 163.01, F.S. (2008), the Florida Interlocal Cooperation Act of 1969.

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal 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 HALLANDALE BEACH, signing by and through its Mayor, who is duly authorized to execute same by Board action on the ____ day of _____, 20____.

COUNTY

ATTEST:


BROWARD COUNTY, through its
BOARD OF COUNTY
COMMISSIONERS

County Administrator and Ex-Officio
Clerk of the Board of
County Commissioners of
Broward County, Florida


By _____
Mayor
____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

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

By 

(Date)

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

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE BEACH FOR FEASIBILITY STUDY, PRELIMINARY DESIGN, OR RELATED SERVICES FOR PROJECTS RECOMMENDED UNDER THE BROWARD COUNTYWIDE INTEGRATED WATER RESOURCE PLAN TO BE PERFORMED IN PARTNERSHIP WITH LOCAL WATER MANAGERS

CITY

WITNESSES:

Andrea Lues

ANDREA LUES
[Witness Print Name]

Joan Wiggins

JOAN WIGGINS
[Witness Print Name]

(SEAL)



CITY OF HALLANDALE BEACH

By [Signature]
Mayor

3rd day of November, 20 08

By [Signature]
City Manager

3rd day of November, 20 08

ATTEST:

By [Signature]
City Clerk

Approved as to form by

DAVID JOVE, City Attorney
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009
Ph: (954) 457-1325
Fax: (954) _____

By [Signature]
Assistant City Attorney

[Signature]

Exhibit "A"

FEASIBILITY ANALYSIS AND PRELIMINARY DESIGN STUDY FOR IMPLEMENTING WATER SUPPLY ALTERNATIVES TO REDUCE SALTWATER INTRUSION IN MUNICIPAL PRODUCTION WELLS BY THE CITY OF HALLANDALE BEACH RECOMMENDED BY THE BROWARD COUNTY-WIDE INTEGRATED WATER RESOURCE PLAN

SCOPE OF WORK

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. Local water managers were offered opportunities to pursue cost-share funds from Broward County to finance projects that serve the goals of the IWRP. Five applications have been selected for cost-share funding in 2008. These applications were reviewed by the Technical Advisory Committee and were recommended by the Water Advisory Board for funding. The following scope of work describes a project, to be conducted by the City of Hallandale Beach, with IWRP cost-share funding, which includes feasibility analysis and preliminary design for investigating water supply alternatives to reduce saltwater intrusion into the City's production wells.

Task 1. Investigate alternatives to groundwater withdrawals from the Broward County South Regional Wellfield – Feasibility Analysis and Design

Description:

This project is Phase I of an initiative pursued by the City of Hallandale Beach to reduce saltwater intrusion into the City's production wells, with further phases to include groundwater modeling and final design and construction of alternative water supply facilities. It includes evaluating the existing status of saltwater intrusion and investigating the feasibility of implementing reuse, stormwater and aquifer recharge; construction of production wells further inland; and reduced well depth and pumpage. Each alternative will be evaluated for technical, environmental, financial and regulatory merits. Benefits include enabling the City to meet its water supply needs in light of water production limits at the Broward County South Regional Wellfield and generating information on saltwater intrusion that may be utilized by other municipalities in the area that are facing the same challenge.

Project Objectives and Efficiencies Achieved:

Objective: To investigate water supply alternatives that may reduce saltwater intrusion.

Deliverable 1. Two copies of a Final Report including project objectives, a description of the alternatives considered, a quantitative analysis of the anticipated reduction in saltwater intrusion to be afforded or potable water to be made available by each alternative, conclusions as to the feasibility of implementing the alternatives analyzed and a statement of next steps that is reflective of the findings of the feasibility analysis. To the extent possible, the report format should be compatible with the South Florida Water Management District’s Alternative Water Supply Funding Application.

BUDGET AND SCHEDULE

Feasibility Analysis and Preliminary Design and Cost Estimate:

Recommended Project for Feasibility Analysis	Schedule	BC/SFWMD Funds (not-to-exceed)	Total Cost
Task 1: Investigate alternatives to groundwater withdrawals from the Broward County South Regional Wellfield – Feasibility Analysis and Design	12 months	\$25,000	\$50,000

EXHIBIT "B"

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract No. _____

Project Title _____

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 2.3 of this Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or
suppliers name
and address

Date of disputed
invoice

Amount in
dispute

- 3 The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated _____, 20__

Contractor

By _____

(Signature)

By _____

(Name and Title)

