

Return recorded document to:
Jeffery Halsey, Director
Pollution Prevention, Remediation and
Air Quality Division
1 North University Drive
Plantation, FL 33324

Document prepared by:
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Broward County Attorney's Office
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

AGREEMENT PURSUANT TO GO SOLAR-FLORIDA

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

AND

ALACHUA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "ALACHUA"

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

WHEREAS, COUNTY is the lead organization under the U.S. Department of Energy ("DOE") Rooftop Solar Challenge Agreement Number DE-FOA-0000788 ("RSCII") and the project is entitled Go SOLAR-Florida; and

WHEREAS, RSCII and Go SOLAR-Florida are part of a DOE initiative, which strives to make solar energy cost-competitive with other forms of energy by 2020; and

WHEREAS, ALACHUA is one of the sub-recipients of RSCII; and

WHEREAS, COUNTY and ALACHUA have agreed to work together on Go SOLAR-Florida; and

WHEREAS, COUNTY was one (1) of twenty-two (22) regional teams that previously received funding from DOE under the Rooftop Solar Challenge (RSCI) ("Go SOLAR"); and

WHEREAS, pursuant to Go SOLAR, COUNTY previously implemented improvements within Broward County to create an online permitting system for rooftop solar photovoltaic systems, and assisted municipalities in zoning, education, and a community-wide outreach campaign (collectively, the "Broward Online System"); and

WHEREAS, through Go SOLAR and the Broward Online System, a comprehensive online permitting system has been developed with partner municipalities for use by applicants and municipal officials for permitting, inspections, and code enforcement; and

WHEREAS, Go SOLAR-Florida seeks to expand the type of online permitting process utilized in the Broward Online System within seven (7) counties in Florida, promote the use of solar power generally, and work to eliminate nonstandard and hindering net metering, interconnection, and zoning policies, procedures, and practices; and

WHEREAS, COUNTY, pursuant to Go SOLAR-Florida, will build upon the lessons, tools, and experience developed in Go SOLAR to expand COUNTY's approach on a regional basis, beginning with an additional fifteen (15) jurisdictions, nine (9) additional local municipalities and six (6) county and city jurisdictions in Florida, (Alachua, Miami-Dade, Monroe, Orange, City of Venice (Sarasota County), and St. Lucie) (collectively, the "Participating Jurisdictions"); and

WHEREAS, Go SOLAR-Florida seeks to develop policies and procedures to standardize online permitting and remove planning and zoning barriers (to include historical building and other concerns) within each Participating Jurisdiction, by working with Florida Atlantic University, School of Urban and Regional Planning, and with the Florida Solar Energy Center, a research institute of the University of Central Florida, to provide a single, uniform source of structural and electrical design plans for all Go SOLAR-Florida partners; and

WHEREAS, COUNTY and ALACHUA desire to work together to set up a similar system as the Broward Online System for ALACHUA, pursuant to the terms and conditions hereafter set forth,

NOW, THEREFORE, for and in consideration of the services rendered by ALACHUA prior to the effective date of this Agreement, and of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and ALACHUA agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

1.1 **Agreement** - This Agreement includes Articles 1 through 10 and the exhibits and documents that are expressly incorporated herein by reference.

1.2 **Board** - The Board of County Commissioners of Broward County, Florida.

1.3 **Contract Administrator** - The Contract Administrator shall be the Project Manager for RSCII, the Go SOLAR - Florida project. The primary responsibilities of the Contract Administrator are to coordinate and communicate with ALACHUA 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.

ARTICLE 2 - PREAMBLE

2.1 The terms, conditions, certifications, requirements, and statements contained within the RSCII are specifically incorporated into this Agreement as obligations of the parties herein. A copy of the RSCII is kept on file in the office of the Director, Pollution Prevention, Remediation and Air Quality Division and electronically at the Go SOLAR-Florida team SharePoint site (<https://go.broward.org/sites/pollutionprevention/gosolar>).

2.2 The RSCII agreement granted funding to the COUNTY for the use in the implementation of Go SOLAR-Florida. COUNTY shall utilize a portion of said funding to compensate ALACHUA for its performance of services under this Agreement. The RSCII funding is allocated in both the form of a monetary grant ("Federal Dollars") and a cost share requirement ("Cost Share Requirement").

ARTICLE 3 - SCOPE OF SERVICES

3.1 ALACHUA and COUNTY shall perform all work identified in Exhibit "A."

3.2 ALACHUA acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 4 - COMPENSATION

4.1 The total project cost for this Agreement shall be Two Hundred Ninety Thousand Three Hundred Fifteen and No/100 Dollars (\$290,315.00).

4.2 COUNTY shall pay ALACHUA, in the manner specified in Exhibit "A", up to a maximum amount of Two Hundred Fifteen Thousand Two Hundred Seventy-nine and No/100 Dollars (\$215,279.00) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by ALACHUA as full compensation for all such work. This amount has been allocated to be paid to ALACHUA from Federal Dollars. ALACHUA acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate ALACHUA for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon ALACHUA's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.3 ALACHUA has agreed to provide in-kind services, in fulfillment of its cost share requirement, of no less than Seventy Five Thousand Thirty-six and No/100 Dollars (\$75,036.00). ALACHUA shall satisfy its cost share obligation with in-kind services of existing staff personnel, compensated at its normal pay rate. ALACHUA shall include a report of in-kind contributions performed in satisfaction of the required cost share, simultaneously with proof of each deliverable, in each invoice submitted to COUNTY. Unless otherwise approved in writing by the Contract Administrator, ALACHUA will receive payment of Federal Dollars only proportionately to its provision of cost share in-kind services, at a ratio of no more than three (3) to one (1). As an example, if an invoice is submitted for a cumulative amount of Federal Dollars in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), then that invoice shall not be paid until such time as ALACHUA has submitted a cost share report indicating that in-kind contributions, cumulatively, total at least Three Thousand Three Hundred Thirty-three and No/100 Dollars (\$3,333.00).

ARTICLE 5 - TERM OF AGREEMENT

5.1 This Agreement shall be effective the date of the last signature of the parties to the Agreement and shall terminate on March 31, 2016.

5.2 This Agreement shall remain in full force and effect through the termination date unless written notice of termination by the COUNTY or the ALACHUA is provided pursuant to Article 9, NOTICES.

ARTICLE 6 - GOVERNMENTAL IMMUNITY

ALACHUA and COUNTY are political subdivisions of the State of Florida. Each agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7 - INSURANCE

COUNTY and ALACHUA are each self-insured in accordance with provisions set forth within Section 768.28, Florida Statutes.

ARTICLE 8 - TERMINATION

This Agreement may be terminated by either party upon ninety (90) days written notice to the other party of such termination pursuant to Section 9, NOTICES, herein.

In the event this Agreement is terminated by COUNTY, ALACHUA shall be paid for all work executed and actual expenses incurred prior to termination, including

commitments which had become firm prior to the termination, in an amount not to exceed the amount payable to ALACHUA pursuant to Exhibit "A" and consistent with Article 4. All actual expenses incurred shall have back-up documentation sufficient to verify that such expenses were actually incurred or the work was performed by ALACHUA prior to the notice of termination and shall be accompanied by proof of fulfillment of proportional adequate Cost Share Requirement services.

ARTICLE 9 - NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

TO THE COUNTY:

Director, Pollution Prevention, Remediation and Air Quality Division
1 North University Drive, Suite 203
Plantation, Florida 33324

With copy to:

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

TO ALACHUA:

J.K. Irby
Clerk of the Court
12 S.E. 1st Street
Gainesville, Florida 32602
ATTN: Finance and Accounting

With copy to:

Administrative Services - Purchasing
105 S.E. 1st Avenue, Suite 6
Gainesville, Florida 32601
ATTN: Contracts

ARTICLE 10 - MISCELLANEOUS PROVISIONS

10.1 ASSIGNMENT: ALACHUA shall perform the selected services provided for in this Agreement exclusively and solely for COUNTY which is a party to this Agreement. Neither party shall have the right to assign this Agreement.

10.2 AMENDMENTS: No modifications, amendments, or alterations in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.3 COMPLIANCE WITH LAWS: ALACHUA shall comply with all federal, state, local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement including those specifically incorporated within RSCII.

10.4 WAIVER: The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

10.5 SEVERABILITY: The invalidity of any provision of this Agreement shall in no way affect the validity of any other provision.

10.6 ENTIRE AGREEMENT: This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matter contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or incorporated into this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

10.7 INDEPENDENT CONTRACTOR: ALACHUA is an independent contractor under this Agreement. Services provided by ALACHUA pursuant to this Agreement shall be subject to the supervision of ALACHUA. In providing such services, neither ALACHUA nor its agents shall act as officers, employees, or agents of COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

10.8 CHOICE OF LAW; WAIVER OF JURY TRIAL: Any controversies or legal problems arising out of this transaction and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the State of Florida. To encourage prompt and equitable resolution of any litigation that may arise hereunder, each party hereby waives any rights it may have to a trial by jury of any such litigation.

10.9 DRAFTING: This Agreement has been negotiated and drafted by all parties hereto and shall not be more strictly construed against any party because of such party's preparation of this Agreement.

10.10 RECORDING: This Agreement shall be recorded in the Public Records of Broward County and Alachua County, in accordance with the Florida Interlocal Cooperation Act of 1969.

10.11 INCORPORATION BY REFERENCE: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties.

10.12 MULTIPLE ORIGINALS: Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY, through its County Administrator, authorized to execute same by Board action on ____ day of _____, 2014, and ALACHUA, signing by and through its Board of County Commissioners, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through its
COUNTY ADMINISTRATOR

Signature

Bertha Henry
County Administrator

Print Name

____ day of _____, 20__

Signature

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

Print Name

Insurance requirements
Approved by Broward County
Risk Management Division

By: _____
Nancy Rubin (Date)
Assistant County Attorney

By _____
Signature (Date)

By: _____
Maite Azcoitia (Date)
Deputy County Attorney

Print Name and Title above

NAR/gmb
04/04/14
Go Solar Counties agree.doc
14-049.12

AGREEMENT PURSUANT TO GO SOLAR-FLORIDA

ALACHUA COUNTY

ALACHUA COUNTY, through its
Board of County Commissioners

By _____
Lee Pinkoson, Chair

Attest:

____ day of _____, 20____

ALACHUA COUNTY Clerk

____ day of _____, 20____

APPROVED AS TO FORM:

ALACHUA COUNTY Attorney

Exhibit "A"

Scope of Services

Project: Broward County's Rooftop Solar Challenge II – Go SOLAR-Florida

Topic Area: Regional standardization (Topic Area B)

ALACHUA Estimated Budget:	TOTAL PROJECT COSTS:	\$290,315.00
	TOTAL FEDERAL FUNDING:	\$215,279.00
	ALACHUA COST SHARE:	\$75,036.00

In Go SOLAR-Florida, COUNTY will build upon the lessons, tools, and experience developed in its inaugural effort to expand the Go SOLAR project on a regional basis. The roll out will begin by working cooperatively with nine (9) municipalities within COUNTY that did not participate in RSCI. With the addition of Cooper City, Hollywood, Lauderdale Lakes, Lauderhill, Lighthouse Point, Margate, Pembroke Pines, Plantation, and Wilton Manors, the population served by the Go SOLAR permitting system will exceed 1.5 million. Reaching beyond the boundaries of Broward County, five (5) large and medium-sized counties and one city from across the State have also agreed to participate. Confirmed partners from across the State, representing an additional population of 4 million, include Miami-Dade County, Monroe County, Orange County, St. Lucie County, and Alachua County, and the City of Venice.

COUNTY has applied and been approved by DOE under Topic Area B — streamlining and standardizing processes at the regional level — using a collaborative approach. The State of Florida, with more than one hundred (100) independent jurisdictions, sees permitting as a local issue, and there will be considerable challenge to move all jurisdictions to a centralized permitting responsibility at the present time. For this reason, RSCII (Go SOLAR-Florida) will be based upon existing relationships with communities that are committed to sustainability and excited about replicating the concepts developed by Go SOLAR. In recent years, COUNTY has been recognized nationally for its work with many of these regional stakeholders to influence local, state, and federal energy and environmental policies through the Southeast Florida Regional Climate Change Compact and Large Urban County Caucus. This proposal presents a unique opportunity to develop a robust, collaborative partnership across the State.

The Go SOLAR-Florida team will develop policies and procedures to standardize online permitting and remove planning and zoning barriers within each PARTICIPATING JURISDICTION, work with FSEC to provide a single, uniform source of structural and electrical design plans for Go SOLAR-Florida (This source being named the Florida Solar Permitting System (FSPS).); and promote solar energy and installations through extensive marketing and outreach.

Project: ALACHUA will work with COUNTY on the tasks outlined in the RSCII Statement of Project Objectives including Task 3.0: Refine and replicate Go SOLAR - Broward permitting solutions within partnering counties; Task 4.0: Revise Go SOLAR - Broward Planning and Zoning Best Management Practices to reflect new partner input; Task 5.0: Enhance financing options for the installation of rooftop PV systems; Task 6.0: Outreach campaign; Task 7.0: Standardize solar permitting within each county; and Task 8.0: Marketing and outreach campaign. Specifically, ALACHUA will assist with these Tasks as follows:

1. Send representatives to an initial coordination meeting with Broward County.
2. Develop a solar permitting system:
 - a. In coordination with Broward County;
 - b. That furthers the Go Solar - Florida goal of a single solar permitting experience across Florida;
 - c. That will incorporate a universal ePermit application to be used by all Go Solar - Florida applicants;
 - d. Work to achieve an interface with the FSEC FSPS;
 - e. With the goal of relying on preapproved, pre-certified or deemed to comply electrical and structural plans that when used will require no (preferable) or at the very least, expedited review (e.g., one (1) day);
 - f. That will require the minimal number of inspections possible; and
 - g. That will be web based and fully electronic from application to permit issuance.
3. Prepare and present for adoption a model zoning ordinance and zoning code amendments as needed to facilitate electronic permitting.
4. Contribute to development of financial options for the action plan.
5. Adopt feasible financial options from the plan.
6. Conduct jurisdiction-wide marketing and assist in statewide marketing.
7. ALACHUA agrees to assist COUNTY in marketing solar energy and solar installations, Go SOLAR-Florida branding, community outreach campaigns, and Go SOLAR Fests.
8. Participate in Go SOLAR–Florida team meetings and send representatives to Go SOLAR Fests.

Deliverables: Project deliverables shall be delivered to the COUNTY according to the following general timeline.

	Deliverables	Deadline	Task Payment		Acceptance Criteria
			Federal \$	In-Kind Services	
1	Develop a solar permitting system meeting the requirements described above.	March 31, 2015	\$52,000		COUNTY confirms functionality of interface and provides written approval.
2	In coordination with Broward County, develop an electronic, web based universal ePermit application to be used by all Go SOLAR - Florida applicants.	March 31, 2015	\$15,000		COUNTY confirms functionality of ePermit application and provides written approval.
3	Work to achieve an interface with FSEC FSPS.	March 31, 2015	\$10,000		COUNTY confirms access is in place and provides written approval.
4	Contribute to development of financial options for the action plan and adopt feasible financial options from the plan.	October 31, 2014 / March 31, 2015	\$1,000		COUNTY confirms adoption of financial options by receipt of documentation.
5	Prepare and present for adoption a Model Zoning Ordinance and Zoning Code Amendments as needed to facilitate electronic permitting and Best Management Practices.	March 31, 2015	\$0		COUNTY confirms adoption of model ordinance and zoning amendments by receipt of documentation.
6	Acquire hardware and software in Budget Period 1 / additional hardware for electronic permit review in Budget Period 2.	March 31, 2015 / March 31, 2016	\$50,000 / \$23,230		COUNTY confirms purchase of hardware, functionality of electronic review and provides written approval.
7	Standardize solar permitting in ALACHUA.	March 31, 2016	\$50,000		COUNTY confirms functionality of standardized permitting system.
8	Conduct jurisdiction-wide marketing, assist in statewide marketing of solar energy and solar installations, Go SOLAR - Florida branding, community outreach campaigns, and Go SOLAR Fests.	March 31, 2016	\$10,000		COUNTY confirms receipt of marketing materials, schedules and attendance sheets for marketing and outreach.
9	Attend meetings of the Go SOLAR - Florida team and Go-SOLAR Fests, support marketing Go SOLAR - Florida initiatives and send representatives to Go SOLAR Fests.	March 31, 2016	\$4,049		COUNTY confirms attendance at a minimum of 85% of meetings of the Go SOLAR - Florida team monthly status updates and all Go SOLAR Fests.
Total			\$215,279	\$75,036	

Documentation of Deliverables and Payment: ALACHUA shall provide written documentation of completion of each deliverable. COUNTY will have thirty (30) calendar days to review each deliverable and verify whether it meets the agreed acceptance criteria. Upon notification of acceptance from COUNTY, ALACHUA will issue an invoice for the deliverable. Payments shall be made by COUNTY on a quarterly basis, using the Go SOLAR-Florida invoice template, pursuant to standard COUNTY payment practices and consistent with "Article 4 – Compensation" of the Agreement. The invoice must identify Federal Dollars services and the ALACHUA Cost Share Requirement services.