

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** September 1, 2021

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Interlocal Agreement with Broward County to provide cost share support of a Water Conservation Incentives Program

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved – Department of Public Utilities
- 2) Type of Agreement – Interlocal Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract:
 - a) initial – five years (Oct. 1, 2021 through Sept. 30, 2026)
 - b) renewals (if any) – none
 - c) who exercises option to renew- n/a
- 5) Contract Amount – Total cost over a five year period is in an amount to exceed \$107,530.87 based upon breakdown set forth in Exhibit “B” of the ILA. The payment cost set forth in Exhibit “B” includes: (a) an annual base cost for media outreach and administration of \$20,253.93 subject to an annual cost of living adjustment of 3% in Years 2 through 5 of the ILA; and (b) reimbursement of incentives/rebates cost actually incurred by the County. NOTE: County agrees to provide a total not to exceed amount of \$125,000.00 annually towards meeting all obligations amongst the Parties as outlined in Exhibit “A” of the ILA>
- 6) Indemnity/Insurance Requirements – Insurance is based upon Section 768.28, Florida Statutes, and City will provide verification of liability insurance in accordance with the state law. Each party does not waive its rights under sovereign immunity and shall be responsible for the wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes.
- 7) Termination - For cause by either party and for convenience by the County Administrator.
- 8) Scope of Services – Broward County will provide administrative services, including but not limited to (a) financial and annual reporting; (b) procurement and management of professional services to assist with the Program development and implementation; (c) management and

promotion of media campaign for water conservation outreach and program marketing; (d) communications coordination; (e) rebate and incentives program; (f) development of an awards/recognition program; and (g) leverage of funds and resources. Each task is more specifically described in the attached ILA as Exhibit "A" entitled Scope of Services.

- 9) Other Significant Provisions: (a) Agreement is subject annual appropriation and availability of funds in accordance with Chapter 129 and 166, Florida Statutes, whichever is applicable; (b) the parties waive their rights they may have to a trial by jury.

cc: Dr. Wazir Ishmael, City Manager