

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

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Meeting Date: November 21, 2006	Consent <input checked="" type="checkbox"/> [X]	Regular <input type="checkbox"/> []
	Public Hearing <input type="checkbox"/> []	

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

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I. EXECUTIVE BRIEF

Motion and title: Staff recommends motion to approve: an Interlocal Agreement for a Conceptual Feasibility Study of a Sub-regional Lower East Coast Water Supply Solution with the City of Fort Lauderdale in an amount not to exceed \$80,909.

Summary: The City of Fort Lauderdale has retained the services of Hazen & Sawyer, P.C., an engineering consultant, to evaluate the conceptual feasibility of using L-8 Reservoir water on a sub-regional basis to meet potable water supply needs. Preliminary studies have recognized a significant supply potential to meet the needs of numerous public utilities in southeast Florida, including the Palm Beach County Water Utilities Department. Furthermore, this study will consider wastewater reuse as surface water discharge for the satisfaction of remaining demands, not met after utilization of L-8 Reservoir water. The cost of these solutions will then be compared to the alternative cost of utilizing the Florida Aquifer to make up any supply deficits. Other utilities partnering in the cost of this feasibility study include Broward County and the cities of Hollywood, Plantation, Pompano Beach, and Sunrise.

(WUD Project No. 07-009)

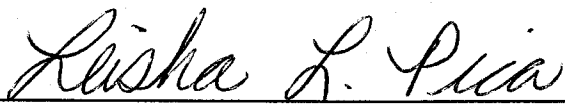
Districts 1,2,3,5,6

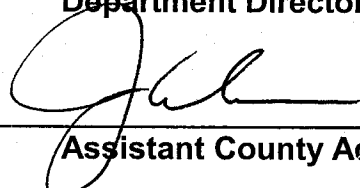
(MJ)

Background and Justification: It is currently anticipated that the South Florida Water Management District (SFWMD) will conclude in the Lower East Coast Water Supply Plan that insufficient water exists within the Biscayne Aquifer to meet future demand and alternative supply sources should be developed by Public Utilities. Palm Beach County has proposed nineteen alternative water supply projects to the SFWMD, totaling more than \$200 million. This project will explore the feasibility of utilizing a supply of fresh surface water from Palm Beach County's L-8 drainage basin. The supply is anticipated to be readily available from sources that otherwise would be lost to tide at the detriment of the Loxahatchee and Lake Worth estuary ecosystems. Preliminary studies have concluded that this project has the potential to be economically advantageous to public water supply utilities, would be timely, and will be a prudent investment of public funds for further study. Furthermore, this agreement supports the County Comprehensive Plan, Policy 2.1-e, wherein the County shall coordinate with the SFWMD.

Attachments:

1. Location Map
2. Three (3) Original Interlocal Agreements

Recommended By:		10/30/06
	Department Director	Date

Approved By:		11-8-06
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$80,909.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$80,909.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4001 Dept 720 Unit 2322 Object 3120

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

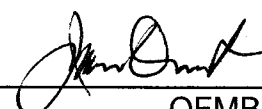
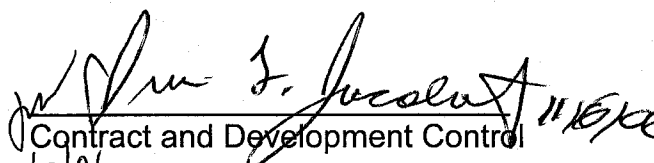
B. Recommended Sources of Funds/Summary of Fiscal Impact:

One time operating expenditure from user fees.

C. Department Fiscal Review: Selma M. Vest

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 11-2-06
 OFMB
 11/16/06
 Contract and Development Control
 11-2-06
 11/13/06
 11/14/06
 11-1-06

B. Legal Sufficiency:


 Assistant County Attorney
 11/7/06

This Contract complies with our contract review requirements.

At the time of our review, the other entities did not create this Agreement.

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

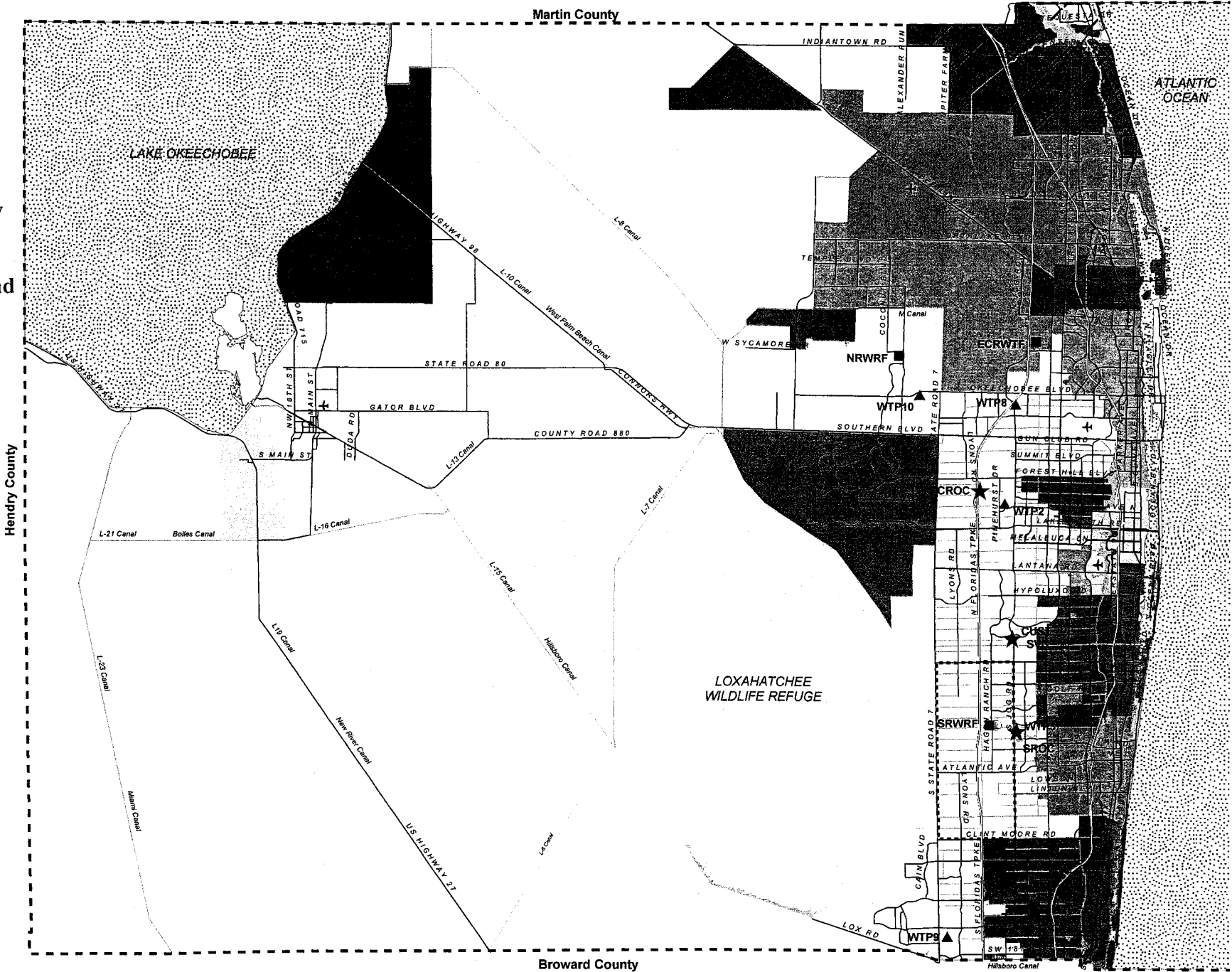
Attachment 1

Legend

- P.B.C.W.U.D. SA
- Mandatory Reclaimed SA
- - - - - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ☼ Wetlands



NOT TO SCALE



INTERLOCAL AGREEMENT

for

A CONCEPTUAL FEASIBILITY STUDY OF A SUB-REGIONAL LOWER EAST COAST WATER SUPPLY SOLUTION

This is an Agreement, dated this _____ day of _____, 2006, made and entered into by and between the public agencies that have executed this Agreement as set forth below.

WHEREAS, the South Florida Water Management District (the "District") is the agency responsible for consumptive water use permitting in South Florida; and

WHEREAS, local utilities' water planning will be predicated upon water supplies made available by the District; and

WHEREAS, it is currently anticipated that the District's planning document known as the Lower East Coast Water Supply Plan (the "LEC Plan") will conclude that there will be insufficient water from the Biscayne Aquifer, the area's historical water supply source, to meet future water demand; and

WHEREAS, although the District's LEC Plan will identify the need for Alternative Water Supply Projects ("AWS Projects"), it is the responsibility of local area public water supply utilities to determine the most economical and advantageous AWS solutions; and

WHEREAS, local south Florida utilities have met to discuss the possibility of sub-regional, multi-jurisdictional AWS solutions, one of which is known as the L-8 Reservoir Plan (the "Reservoir Plan") and;

WHEREAS, the parties to this Agreement have determined that it is in the best interests of the parties to jointly conduct an analysis to determine the feasibility of the Reservoir Plan and related issues of advanced wastewater treatment and the upper Floridan Aquifer system on a sub-regional basis and to share the cost of such analysis (the "Study"); and

WHEREAS, Part I of Chapter 163, Florida Statutes (the "Act"), permits the parties, as public agencies under the Act, to enter into interlocal agreements with each other to jointly exercise any power, privilege or authority which they share in common and which each might exercise separately, permitting the parties to make the most

efficient use of their powers by enabling them to cooperate on a basis of mutual benefit and thereby provide services and facilities in a manner and pursuant to forms of government organization that will best serve geographic, economic, population and other factors influencing the needs and development of the parties; and

WHEREAS, this Interlocal Agreement is intended to (1) facilitate the initiation and administration of the Study for the benefit of the parties, and (2) set forth the parties' commitments to fund the Study.

WHEREAS, the CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida hereinafter referred to as "CITY," has agreed to be the lead public agency in securing the services of a qualified engineering firm to perform the Study and has agreed to act as Contract Administrator of the Study for the benefit of the parties to this Interlocal Agreement; and

WHEREAS, pursuant to the Consultants' Competitive Negotiation Act, the CITY has engaged the engineering consulting firm of Hazen and Sawyer, P.C. (the "Study Engineer") and intends to issue Task Order No. 06-14 (the "Task Order") attached hereto and made a part hereof as Exhibit "A," for the performance of the Study.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the parties enter into this Interlocal Agreement and agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 AGREEMENT - means this document, Articles 1 through 9, 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, the Palm Beach County Board of County Commissioners, or the governing board of any special district that is a party to this Agreement, as applicable.
- 1.3 COMMISSION – The City Commission of the City of Fort Lauderdale, Florida, or the City Commission or City Council of any municipality that is a party to this Agreement, as applicable.
- 1.4 CONTRACT ADMINISTRATOR - The City of Fort Lauderdale City Manager, the City of Fort Lauderdale Public Works Director, or the designee of such City Manager or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with the parties to this Agreement, to manage and supervise the Study Engineer and completion of the Scope of

Services in the Task Order, and to administer 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 of the Task Order.

- 1.5 EFFECTIVE DATE - The term of this Agreement shall begin on the date first stated above, and shall be effective as to a party when executed by the party.
- 1.6 PROJECT - The Project consists of the services of the Study described in Article 2 and the Task Order.
- 1.7 PUBLIC AGENCY - Has the meaning set forth in Section 163.01(3) (b), Florida Statutes.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CITY shall perform, or have performed; all work identified in this Agreement and the Task Order attached hereto as 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 Agreement.
- 2.3 The parties agree to allow CITY the authority to act as the lead agency in having the services performed in accordance with the attached Exhibit "A."
- 2.4 It is understood and agreed that CITY will employ the Study Engineer to perform the services required under this Agreement and none of the other parties shall have any contractual obligations to the Study Engineer; further, the parties shall not be responsible for any additional costs, claims, obligations or expenses associated with such hiring beyond those agreed to herein.
- 2.5 Additional services or cost sharing funds not set forth in the Task Order, such as final design, construction management, or construction may be considered upon written Amendment to this Agreement, as provided in Section 9.13, entitled "Amendments."

ARTICLE 3

COMPENSATION

3.1 The parties agree to fund their allocated share of the cost of the Study as set forth on Exhibit "B" to this Agreement, in the manner specified in Section 3.2, Method of Billing and Payment which allocated amounts 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 the other parties' obligations to compensate CITY for the Study and its services related to this 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 invoices for compensation, which shall be associated with completion of deliverables for Task 1, Task 2, Task 3 and Task 4 as described in the Task Order. Additional invoices may be submitted at the completion of Task 5 and Task 6, as described in the Task Order. These invoices shall be submitted no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice, which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the expenses incurred.

3.2.2 The parties shall pay CITY within thirty (30) calendar days of receipt of CITY's proper invoice. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator.

3.2.3 Payment shall be made to CITY at:

City of Fort Lauderdale
Attn: Albert Carbon, Public Works Director
City Hall - 4th Floor
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

ARTICLE 4

TERM AND TIME OF PERFORMANCE

- 4.1 Unless earlier terminated as provided in Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until the completion of the Study; provided, however, if the term of this Agreement extends beyond a single fiscal year of the parties, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the appropriation and availability of funds by each of the parties. In addition, the parties may agree to execute any amendments extending the term of this Agreement with the appropriate amendment prepared with the same or similar formality.
- 4.2 All duties, obligations, and responsibilities of CITY required by this Agreement shall remain in full force and effect through the termination date or any extended termination date, as set forth above, unless a written notice of termination is provided pursuant to Article 8 of this Agreement, entitled "Notices." Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 5

INDEMNIFICATION

- 5.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Each of the parties to the Agreement is a state agency or a political subdivision as defined in Chapter 768.28, Florida Statutes, and each agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6

INSURANCE

- 6.1 CITY is an entity subject to Section 768.28, Florida Statutes, and CITY is self-insured. CITY shall, upon written request, furnish written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for cause by an 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. This Agreement may also be terminated by Contract Administrator, upon such notice as Contract Administrator deems appropriate under the circumstances, in the event Contract Administrator determines that termination is necessary to protect the public health or safety. An erroneous termination for cause shall be considered a termination for convenience.
- 7.2 Termination of this Agreement for cause by any of the parties shall include, but not be limited to, negligent, intentional, or repeated submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or multiple breach of this Agreement which has a material adverse effect on the efficient administration of the Study notwithstanding whether any such breach was previously waived or cured. This Agreement may also be terminated by the CITY for non-payment of proper invoices submitted to a party for payment.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement, except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated, any compensation payable by a party shall be withheld until all documents are provided to the party pursuant to Section 9.1, entitled "Ownership of Documents."
- 7.5 In the event that less than all parties to the Agreement provide notice of termination of the Agreement, the remaining parties may, by amendment to the Agreement, determine to continue the Agreement without the terminating party(ies) on such terms as set forth in the amendment.

ARTICLE 8

NOTICES

- 8.1 Whenever any party desires to give notice to another party, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt

requested, or by express mail, facsimile, electronic mail 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 in Exhibit "C" herein until changed in writing in the manner provided in this Section.

ARTICLE 9

MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the parties. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY or received by CITY from the Study Engineer, whether finished or unfinished, shall be delivered by CITY to the parties within seven (7) days of termination of this Agreement or within seven (7) days of receipt of such documents by the CITY from the Study Engineer. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

Each party shall have the right to audit the books, records, and accounts of CITY that are related to this Study. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Study. 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 a party in written form.

CITY shall preserve and make available, at reasonable times for examination and audit by a party, 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 CITY 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 a party's disallowance and recovery of any payment upon such entry.

9.3 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this 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 any other party. No partnership, joint venture, or other joint relationship is created hereby. The parties do not extend to CITY or CITY's agents any authority of any kind to bind the parties in any respect whatsoever.

9.4 PRIVILEGES AND IMMUNITIES

Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. The governing bodies for the parties shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemptions from laws, ordinances, and rules; and pension and relief, disability, and worker's compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

9.5 THIRD PARTY BENEFICIARIES

No party intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree 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 any of them based upon this Agreement.

9.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by any party.

CITY represents that each person who will render services pursuant to this 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 Agreement in a skillful and respectable manner. The quality of CITY's performance and all

interim and final product(s) provided shall be comparable to the best local and national standards.

9.7 MATERIALITY AND WAIVER OF BREACH

The parties agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.8 COMPLIANCE WITH LAWS

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

9.9 SEVERANCE

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

9.10 JOINT PREPARATION

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

9.11 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 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.12 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. By entering into this Agreement, the parties hereby expressly waive any rights any party may have to a trial by jury of any civil litigation related to this Agreement.

9.13 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 each of the parties.

Notwithstanding the above, the CITY may add additional public agency parties to this Interlocal Agreement from time to time without the consent of the other parties, provided that each such party agrees in writing to join in and be bound by the terms of the Agreement and agrees to pay its allocated share of the cost of the Study, which share shall be determined by the CITY. Upon the joinder of additional parties to this Agreement, the CITY shall revise Exhibit "B" to reallocate the allocated cost share among the parties, and shall revise Exhibit "C" to add the notice information for the new party. For each new party to the Agreement, the CITY shall provide each party to the Agreement with a copy of the new party's written joinder and the revised Exhibit "B" and Exhibit "C".

9.14 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A" is incorporated into and made a part of this Agreement.

9.16 FILING

This Agreement shall be filed with the Clerk of the Circuit Court of each county where a party to the Agreement is located.

9.17 MULTIPLE ORIGINALS

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

{This Space Intentionally Left Blank}

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement:

CITY OF FORT LAUDERDALE, FLORIDA

WITNESSES:

CITY OF FORT LAUDERDALE

[Witness Print Name]

[Witness Print Name]

(SEAL)

By: _____
JIM NAUGLE, Mayor

_____ day of _____, 2006

By: _____
GEORGE GRETSAS, City Manager

_____ day of _____, 2006

ATTEST:

By _____
JONDA K. JOSEPH, City Clerk

Approved as to form by
Harry A. Stewart, City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 828-5000
Telecopier: (954) 828-5667

By _____
Victoria F. Minard
Assistant City Attorney

BROWARD COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its Purchasing Division Director

Signature

By _____
Glenn R. Cummings, Director

Print/Type Name of Witness

____ day of _____, 20__

Signature

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

Print/Type Name of Witness

Insurance requirements
Approved by Broward County
Risk Management Division

By _____
(Date)

By _____
Al A. Dicalvo
Assistant County Attorney

PALM BEACH COUNTY, FLORIDA

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, BY
IT'S BOARD OF COUNTY
COMMISSIONERS

Clerk (or Deputy Clerk)

By: _____

~~Tony Masilotti, Chairman~~
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____

County Attorney

By: _____

Bevin A. Beaudet
Bevin A. Beaudet,
Department Director or Designee

CITY OF HOLLYWOOD, FLORIDA

WITNESSES:

[Witness Print Name]

[Witness Print Name]

(SEAL)

CITY OF HOLLYWOOD

By: _____
_____, Mayor

_____ day of _____, 2006

By: _____
_____, City Manager

_____ day of _____, 2006

ATTEST:

By _____
_____, City Clerk

Approved as to form by
_____, City Attorney

Hollywood, Florida 33020

Telephone: (954) _____ - _____

Telecopier: (954) _____ - _____

By _____

[Print Name and Title]

CITY OF PLANTATION, FLORIDA

WITNESSES:

[Witness Print Name]

[Witness Print Name]

(SEAL)

CITY OF PLANTATION

By: _____
_____, Mayor

_____ day of _____, 2006

By: _____
_____, City Manager

_____ day of _____, 2006

ATTEST:

By _____
_____, City Clerk

Approved as to form by
_____, City Attorney

Plantation, Florida 33_____

Telephone: (954) _____ - _____

Telecopier: (954) _____ - _____

By _____

[Print Name and Title]

CITY OF POMPANO BEACH, FLORIDA

WITNESSES:

[Witness Print Name]

[Witness Print Name]

(SEAL)

CITY OF POMPANO BEACH

By: _____
_____, Mayor

_____ day of _____, 2006

By: _____
_____, City Manager

_____ day of _____, 2006

ATTEST:

By _____
_____, City Clerk

Approved as to form by
_____, City Attorney

Pompano Beach Florida 33 _____

Telephone: (954) _____ - _____

Telecopier: (954) _____ - _____

By _____

[Print Name and Title]

CITY OF SUNRISE, FLORIDA

Steven B. Feren, Mayor

____ day of _____, 2006

AUTHENTICATION:

Felicia M. Bravo, City Clerk

Approved as to form and legal
sufficiency by the Office of the City
Attorney for Sunrise, Florida

City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____
Kimberly A. Register
City Attorney

CITY OF FORT LAUDERDALE

TASK ORDER NO. 06-14

CONCEPTUAL FEASIBILITY OF A SUB-REGIONAL LOWER EAST COAST WATER SUPPLY SOLUTION

Dated the _____ day of _____, 2006

City Project No.: _____

PMT Project No.: _____

BACKGROUND

The South Florida Water Management District (District) is the agency responsible for consumptive water use permitting in South Florida. As such, the District's rules, regulations and policies directly affect the planning activities of public water supply utilities, including the City of Fort Lauderdale.

The City will soon begin an update to its Water Master Plan. The update will be largely be predicated upon water supplies made available by the District. Those water supplies, and restrictions thereon, will be delineated in a separate District planning document known as the Lower East Coast Water Supply Plan (LEC). It is currently anticipated that the LEC Plan will conclude that there will be insufficient water from the City's historical water supply source (Biscayne Aquifer) to meet future water demand. Additionally, it is expected that District concerns over Lake Okeechobee dike integrity will result in a lowering of water levels in the Lake, thereby increasing the frequency of water supply restrictions for even existing populations.

The District's LEC Plan is expected to identify water limitations from the surficial aquifer systems, and to identify the need for Alternative Water Supply (AWS) projects for water demands not met by the surficial aquifer systems. A listing of AWS projects, by utility, will be included in the LEC Plan. This listing will be developed from projects proposed by utilities, or, when no such projects have been proposed, identified by District staff. [It is noted that, due to time limitations, in many cases the projects submitted by utilities are not the result of clear planning analyses, rather, they are simply best guesses based upon the utility's understanding of water policy and available options at the time]. It is not within the scope of the LEC Plan, however, to optimize AWS projects. In other words, there may be more economical and environmentally advantageous AWS solutions than will be identified in the LEC Plan. Therefore, it will be a responsibility of public water supply utilities to determine if such solutions exist.

Recognizing this, the City of Fort Lauderdale has met with other South Florida utilities that will be similarly affected to discuss the possibility of collaborative sub-regional, multi-jurisdictional solutions to effect more cost effective and environmentally sound methods of obtaining water supplies. A potential project has been identified known as the L-8 Reservoir. Under this option, stormwater which currently cause environmental concern in the Loxahatchee River and certain

estuarine environments, would be captured and stored in the L-8 Reservoir for subsequent re-introduction into the regional water supply system. This water would be available for interbasin transfer, thereby potentially available to recharge those portions of the surficial aquifer benefiting multiple utilities in Palm Beach and Broward Counties, including the City of Fort Lauderdale. Preliminary studies have indicated that the project has the potential to be comparatively economically advantageous to public water supply utilities but requires further analysis.

These preliminary indications suggest that an analysis to determine the conceptual feasibility of such a water supply solution would be both timely and prudent. The analysis will consider the use of L-8 Reservoir water on a sub-regional basis, and will also consider wastewater reuse via surface water discharge for satisfaction of remaining demands- not- met after utilization of L-8 Reservoir water. The costs of these solutions will then be compared to the alternative cost of utilization of the Floridan Aquifer to make up water deficits. [Individual utilities may also compare the costs of this solution to other specific AWS solutions available within their service area.] Fort Lauderdale will take the lead role in commissioning and managing the study, and will obtain financial contributions and input from other benefiting parties.

Hazen and Sawyer (H&S) will serve as project manager and lead engineering firm for this project. H&S will also use outside expertise to perform several tasks as described in the scope of services. Tasks included in this project are presented below:

Task 1 – Raw water requirements

Task 2 – Alternative water supply sources

Task 3 – Phase I Hydrologic Modeling and Conveyance Analysis

Task 4 – Conceptual Facilities Plan

Task 5 – Interface with Decision Modeling

Task 6 – Development of Presentation Graphics & Materials/Attend Meetings

Project management for each task is included in the cost breakdown attached. This project is unique in that it is a sub-regional project and will incorporate views and suggestions from many participants and interface with a sub-regional steering committee.

SCOPE OF SERVICES

Task 1 – Raw Water Requirements

Development of raw water requirements will include compilation of current and projected 2025 raw water supply needs for each major water supply utility in Palm Beach, Broward and Miami-Dade counties. Current and projected 2025 water withdrawals by 298 Districts that withdraw more than 5 million gallons per day of water from the Central and South Florida (C&SF) regional system will also be compiled.

Raw water is defined as metered water consumption plus un-metered water consumption plus distribution system losses plus treatment plant losses during an average rainfall year. Because the amount of raw water needed will depend on the water treatment technology used, the current and forecasted amount of treated water needed will be itemized by the treatment

technology that was used or that is anticipated to be used. The amount of raw water needed from each source will be calculated using the amount of treated water available or needed from each treatment technology, and an estimate of the percent of raw water lost due to treatment for each treatment technology used.

The project team will begin with the utility water demand projections previously compiled by the SFWMD. Each utility will be contacted via telephone and asked to verify or update the information previously collected by the SFWMD. The current and forecasted raw water needs will be based on the most recent forecasting efforts of each utility and 298 District.

The following information will be collected from each utility and 298 District to the extent that such information is available from these entities.

- Current raw water withdrawals in the most recent year available which is anticipated to be 2005 by treatment technology
- For water utilities, the projected amount of treated water needed by type of treatment technology in 2025 and in 5 year increments prior to 2025 (for example, 2010, 2015, and 2020)
- For 298 Districts, the projected amount of water to be withdrawn from the C&SF regional system in 2025 and in 5 year increments prior to 2025 (for example, 2010, 2015, and 2020)
- Historic annual and monthly raw water withdrawals and treated water produced by treatment technology from the year 2000 to the present.
- The amount of water likely to be available from current sources through 2025.
- The sources of water that recharge the water supply sources of the utility or the diversion and impoundment locations (such as Lake Okeechobee, Water Conservation Area 1, Water Conservation Area 2a, etc.)
- Identification of surficial wellfields that may be expanded by 2025 including location and amount of additional withdrawals.

The collected data and information will be compiled into an Excel computer file. Raw water needs in 2005, 2010, 2015, 2020 and 2025 will be computed by utility and by county. The implied growth in utility raw water needs from 2005 through 2025 will be compared to the BEBR¹ projections of population growth of the cities and counties where each utility is located. At the completion of this task, a memorandum will be provided that describes the data collection process, the results, and the format of the Excel file.

Task 1 Deliverables:

1. Prepare DRAFT Memorandum No. 1 (M-1) – Raw Water Demands describing the raw water requirements of the tri-County area. Draft copies (20 copies) of M-1 will be submitted for review.
2. Presentation and Review Meeting – Conduct a review meeting within two weeks after submittal of Draft M-1. Meeting will be held to discuss comments from reviewers and clarify

¹ University of Florida, Bureau of Economic and Business Research, Department of Economics, Gainesville, Florida.

questions. Meeting minutes will be prepared and distributed to document comments received.

3. Prepare FINAL M-1 – Incorporate written and verbal comments received during review meeting and prepare final M-1. Submit 30 copies of final M-1.

Task 2 – Alternative Water Supply Sources

Three alternative water supply sources will be considered and conceptually analyzed or defined:

1. L-8 Reservoir
2. Advanced Wastewater Treatment
3. Upper Floridan Aquifer System

Use of the L-8 Reservoir will consist of transferring excess surface water from the L-8 Reservoir to offset deliveries from the regional system. Offset regional water could then be transferred to other areas to supplement supplies. Estimated cost of land acquisition (using existing data available from the SFWMD) and Reservoir development and infrastructure to deliver the raw water from this source will be developed for use in comparison and analyses.

The concept of advanced wastewater treatment considers recharge of surface waters (eg., canals) or ground waters (eg., lakes, parks, roadway medians and/or drainage systems) with high quality reclaimed water. The intent of this option is to recharge the surficial aquifer by supplying highly treated and disinfected reclaimed water from wastewater treatment facilities. Cost of additional treatment to highly treat effluent will be developed for use in comparison and analyses. The data for this concept development will come from existing or on-going studies.

The third source to be considered will be the Floridan Aquifer System (FAS). This option will consider the cost associated with withdrawal and treatment of brackish water. Cost of reverse osmosis treatment and brine reject disposal will be developed.

Each of the above sources will be evaluated in terms of permissibility, cost, associated conceptual risks (quality, quantity and sustainability of supply) and implementation schedule. A matrix will be developed for use in the comparison analyses and possibly future decision modeling.

Task 2 Deliverables:

1. Prepare DRAFT Memorandum No. 2 (M-2) – Alternative water supply options will be developed and described. Draft copies (20 copies) of M-2 will be submitted for review.
2. Presentation and Review Meeting – Conduct a review meeting within two weeks after submittal of Draft M-2. Meeting will be held to discuss comments from reviewers and clarify questions. Meeting minutes will be prepared and distributed to document comments received.
3. Prepare FINAL M-2 – Incorporate written and verbal comments received during review meeting and prepare final M-2. Submit 30 copies of final M-2.

Task 3 – Phase I Hydrologic Modeling and Conveyance Analysis

Hydrologic modeling will be conducted to determine certain water storage areas and recharge options. This effort will take place in two phases, the first being a water budget spreadsheet evaluation using input from the South Florida Water Management District's county groundwater models and the second phase, if necessary, being utilization of the SFWMD SFWMM 2x2 Model and/or the LECsR Modflow model to analyze existing and future conditions. It is noted that the second phase modeling is not included in this Task 3 and would be the subject of a

future authorization. This two phase approach is necessary because the SFWMD's LECsR model requires significant modifications to perform the required analysis; hence it is not yet suitable for use herein. In order to provide preliminary information on the recharge options in a timely manner, a water budget spreadsheet analysis will be conducted. This evaluation will utilize the SFWMD's county models to evaluate a recharge/pumpage ration for each wellfield. These data will then be imported into a water budget spreadsheet to evaluate conceptual effectiveness of the recharge options. The base run will not consider any of the sources developed in Task 2. Evaluations will be conducted for the 2025 anticipated demands as well as interim 5 year periods using the sources developed in Task 2.

A series of options will then be evaluated using the sources developed in Task 2 to address opportunities for offsetting shortages. The primary option will consist of maximizing the L-8 Reservoir to evaluate the efficacy of using this source to offset regional system deliveries needed to meet unmet needs for future water demands. It is assumed that modeling previously conducted by SFWMD will be acceptable as the basis for L-8 deliveries. It is further assumed that approximately 200 MGD can be provided to the primary and secondary canal system from the L-8 Reservoir. Hence, it appears certain that additional demands must be met by a combination of other options. This analysis will be confined to evaluating the regional system offsets necessary to meet future demands from existing and proposed Biscayne Aquifer wellfields. It should be noted that additional evaluation will be necessary, which is beyond the scope of this study, to evaluate compliance with other Water Management District criteria addressing the expansion of these wellfields (including salt water intrusion, wetland impacts, and impacts to existing legal users). It should be additionally noted that the hydraulic capacity of the secondary canal network will not be modeled under this investigation and additional evaluation of this potential constraint would be subject to future authorization.

Stand alone options such as maximizing the L-8 Reservoir will be considered as will combinations. For example, an option may include a combination of the L-8 Reservoir and recharge by advanced wastewater reuse. This additional aquifer recharge option, provided by the use of reclaimed water, will be evaluated to offset regional system deliveries needed to meet unmet demands for Palm Beach, Broward and northern Miami-Dade Counties. The models will be used to identify location(s) for discharge of reclaimed water to maximize the regional system offset for the largest number of utilities as can be accomplished while minimizing the loss of treated effluent to tide.

Broward County's Mike She/Mike 11 model will be used to evaluate conveyance modifications to the secondary canal network in Broward County based upon the results of the groundwater MODFLOW modeling. Broward County will be responsible for this secondary canal network evaluation.

Two workshops will be conducted to finalize ten viable scenarios to be evaluated as part of this task. The workshops will be used to clearly define alternatives and their intent. Scenarios selected will be described in the memorandum that summarizes the findings of this task.

The modeling will address delivery mechanisms for each alternative and include discussions on conveyance limitations due to flow, water quality, and flood protection. Conveyance is assumed to use the primary and secondary canal systems as well as the major canals operated by 298 Districts. Water needed to meet a 1 in 10 year level of service demands will be quantified as part of the modeling effort.

The beneficiaries of new water sources, both L-8 and aquifer recharge with reclaimed wastewater, will be identified and defined to the extent made practicable by the modeling.

Task 3 Deliverables:

1. Attend two workshops to identify modeling/water budget scenarios. Attendees will include stakeholders within the tri-County area. The purpose of the workshops will be to clearly identify specific scenarios that are considered reasonable and viable. The first workshop will be used to define and identify up to ten scenarios. Modeling will then be conducted based on the scenarios selected. Preliminary results will then be presented at a second workshop to present the merits of the modeling with respect to demand management. Suggestions and refinement of the initial options will be considered and at the second workshop and incorporated prior to finalization of the hydrologic modeling.
2. Prepare DRAFT Memorandum No. 3 (M-3) – Hydrological modeling/water budget evaluations will be performed to evaluate the efficacy of alternative water supply options. Draft copies (20 copies) of M-3 will be submitted for review.
3. Presentation and Review Meeting – Conduct a review meeting within two weeks after submittal of Draft M-3. Meeting will be held to discuss comments from reviewers and clarify questions. Meeting minutes will be prepared and distributed to document comments received.
4. Prepare FINAL M-3 – Incorporate comments received during review meeting and prepare final M-3. Submit 30 copies of final M-3.

Task 4 – Facilities Plan

Using results from Task 3, a conceptual facilities plan will be prepared for the option that best meets the desired level of service. For this analysis, it will be assumed that the operational facilities necessary for the operation of the L-8 reservoir and upstream facilities are a Water Management District responsibility. The facilities plan will provide an overview that considers order-of-magnitude capital costs, operations and maintenance costs, annual cost per thousand gallons of water on a pro forma debt financed basis, permitting constraints, implementation, and limitations for each alternative selected. This will include estimates if necessary for increased facilities and operations and maintenance costs related to the diversion impoundment permits (i.e. Lake Worth Drainage District, North Broward Water Control District, Old Plantation Water Control District, South Broward Water Control District, North Springs and Coral Springs Water Control Districts). Estimates of conveyance modifications necessary to transport reclaimed wastewater will also be estimated following discussions with the appropriate Water Control Districts. Since actual deliveries will not be determined until water suppliers make final decisions on source and treatment selections, these estimates should not be viewed as definitive, but only as generally illustrative. The facilities plan will also provide an overview of optional implementation structures.

Results of Broward County's Mike She/Mike 11 model analysis evaluating necessary conveyance modifications to the secondary canal network will be used in this evaluation as necessary. The Lake Worth Drainage District will provide similar analysis and recommended conveyance improvements for systems within their service area.

Task 4 Deliverables:

1. Prepare DRAFT Memorandum No. 4 (M-4) – A facilities plan will be developed and submitted for review. Draft copies (20 copies) of M-4 will be submitted for review.
2. Presentation and Review Meeting – Conduct a review meeting within two weeks after submittal of Draft M-4. Meeting will be held to discuss comments from reviewers and clarify questions. Meeting minutes will be prepared and distributed to document comments received.
3. Prepare FINAL M-4 – Incorporate written and verbal comments received during review

meeting and prepare final M-4. Submit 30 copies of final M-4.

Task 5 – Interface with Decision Modeling (Comparison and Analysis)

Under a separate contract by others, a Refined Regional Data Decision Support System (R2D2) will be developed. The goal of that computer model is to provide executive decision support that integrates biophysical, financial and regulatory aspects of the water supply question.

This Task 5 includes interface with the R2D2 modeler. This includes data transfer, and performance of parallel runs of select scenarios in order to calibrate R2D2. It is recognized that the effort to conduct this task cannot be determined at this time; hence, this task represents a preliminary allowance to be further defined and allocated as needed by the contract administrator. In the event that additional time and assistance is required by the R2D2 modeler and the contract administrator, funds can be authorized as Additional Work.

Task 6 – Development of Presentation Graphics and Materials/Attendance at Meetings

It is anticipated that the results of this project may be presented to regulatory agencies, elected officials, and other governmental organizations. It is expected that such presentations will necessitate the development of presentation graphics and materials. It is recognized that interface with regulatory agencies et. al. will be required, which interface will affect the specific types of materials needed. Since those items cannot be determined at this time, nor can the number of meetings, this task represents an allowance to be further defined and allocated by the contract administrator. In the event that additional time and assistance is required by the contract administrator, funds can be authorized as Additional Work.

Additional Work

Additional work directly related to this project that may arise during the project may be authorized by the contract administrator. Such Additional Work shall be described in writing by H&S. Additional Work shall not commence without written authorization by the contract administrator. The cost of Additional Work shall not cumulatively exceed 5% of the cost for Tasks 1 through 6.

KEY ASSUMPTIONS

In addition to the assumptions identified under each task, the following assumptions have also been made:

1. **CITY** and stakeholders will provide a hard copy and an electronic copy (if available) of all data available
2. **CITY** and stakeholders will review documents within two weeks of receipt and provide written comments
3. The purpose of this task is to establish the potential viability of one or more options for meeting sub-regional water supply needs centered on the L-8 Reservoir project. This is not intended to establish a definitive approach for meeting individual utility or 298 District requirements nor is it a regional water supply plan. If this study indicates that the options analyzed appear conceptually viable, it is expected that additional studies will be necessary to fully describe a project plan and analyze implementation options.

SCHEDULE

The duration of major work tasks are summarized below:

Description	Estimated Completion Time ^A
Task 1 – Raw water requirements	120
Task 2 – Alternative water supply options	120
Task 3 – Hydrologic Modeling and Conveyance Analysis	160
Task 4 – Facilities Plan	180
Task 5 – Decision Modeling	210
Task 6 - Development of Presentation Graphics & Materials/Meetings	210

Notes:

A: Estimated time in calendar days from the Task Order Notice-to-Proceed, unless otherwise noted.

Note that a number of factors affecting the project are beyond the control of **H&S** including work by others such as reviews by others and delivery of information to be supplied by others. Consequently, the schedule presented herein is dynamic and is presented as a best case scenario. The schedule will be updated when appropriate.

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COMPENSATION

Compensation shall be on a “not-to-exceed” basis for the Tasks described herein shall be as follows:

Description	Engineering Fee
Task 1 – Raw water requirements	\$45,000
Task 2 – Alternative water supply options	32,000
Task 3 – Hydrologic Modeling and Conveyance Analysis	170,000
Task 4 – Facilities Plan	109,000
Task 5 – Decision Modeling	20,000
Task 6 – Development of Presentation Graphics & Materials/Meeting Attendance	24,000
Other Direct Costs (ODC) Reimbursable	5,000
Additional Work	40,000
TOTAL	\$445,000

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IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

[Print Name]

[Print Name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By: _____
JIM NAUGLE, Mayor

By: _____
GEORGE GRETSAS, City Manager

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to Form:

VICTORIA F. MINARD,
Assistant City Attorney

WITNESSES:

[Print Name]

[Print Name]
(CORPORATE SEAL)

HAZEN AND SAWYER, P.C.
a New York corporation
authorized to do business in Florida

By _____
JAMES T. COWGILL, P.E., Vice President

By _____
GARY W. BORS, P.E., Vice President

ATTEST:

[Print Name and Title]

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by James T. Cowgill and Gary W. Bors, respectively, of **HAZEN AND SAWYER, P.C.**, a New York corporation, on behalf of the corporation. They are personally known to me.

Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

My Commission Expires: January 09, 2007

Susan Reich
Name of Notary
(Typed, Printed or Stamped)

EXHIBIT "B"

**CONCEPTUAL FEASIBILITY STUDY OF A SUB-REGIONAL LOWER EAST
COAST WATER SUPPLY SOLUTION**

COST SHARE

Participating Utility	Approximate Level of Water Needs	Project Cost
Broward County	2	\$80,909.00
Fort Lauderdale	2	\$80,909.00
Hollywood	1	\$40,455.00
Plantation	1	\$40,455.00
Pompano Beach	1	\$40,455.00
Sunrise	2	\$80,909.00
Palm Beach County	2	\$80,909.00
Total	11	\$445,001.00

EXHIBIT "C"
NOTICES

BROWARD COUNTY

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CITY OF FORT LAUDERDALE

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CITY OF HOLLYWOOD

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City of Hollywood
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PALM BEACH COUNTY

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West Palm Beach, FL 33401
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EXHIBIT "C"
NOTICES Continued:

CITY OF PLANTATION

Hank Breitenkam
City of Plantation Utilities Department
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Plantation, FL 33317
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CITY OF POMPANO BEACH

A. Randolph Brown
Utilities Director
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CITY OF SUNRISE

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