

Memorandum



Date: December 11, 2007

To: Honorable Chairman Bruno A. Barreiro and Members,
Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Agreement between Miami-Dade County and the University of Florida in the amount of \$385,000 to provide training workshops for landscape irrigation for soil moisture technology, a report identifying water use with an evaluation of the related water savings and administration of the Homeowners Associations Water Savings Program

GOE

Agenda Item No.

2(H)

RECOMMENDATION

It is recommended that the Board of County Commissioners adopt the attached resolution authorizing the execution of an agreement between Miami-Dade County through its Miami-Dade Water and Sewer Department (MDWASD) and the University of Florida (UF) for maximum compensation of \$385,000 for a five-year period. The agreement requires UF's Institute of Food and Agricultural Science Tropical Research and Education Center to provide training workshops for landscape irrigation for soil moisture technology, a report identifying water use with an evaluation of the related water savings and administration of the Homeowners Associations Water Savings Program.

SCOPE

The scope of this agenda item is county-wide.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact to the County is \$385,000 and the funding is from MDWASD's operating revenues.

TRACK RECORD/MONITOR

MDWASD's Water Use Efficiency Manager will monitor the agreement.

BACKGROUND

On January 25, 2007, the Board adopted Resolution R-69-07, which directs the Manager to explore opportunities for collaboration with local universities to enhance the educational experience of students and support research opportunities. This agreement provides for the only program in the County that focuses on research, education and extension activities related to water conservation and irrigation. It requires UF's Institute of Food and Agricultural Science Tropical Research and Education Center located in Homestead to provide two training workshops per year in Miami-Dade County on soil moisture technology and water conservation for landscape irrigators, a report identifying water use at 25 locations that will test and compare the new soil moisture sensor technology with an evaluation of the related water savings, and a program consisting of homeowners associations in the County willing to participate in water savings irrigation initiatives. UF has the expertise and a state-of-the-art research and education landscape program to monitor the participating Homeowners Associations Water Saving Program.

Assistant County Manager



MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

DATE: December 18, 2007

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No.

RESOLUTION NO. _____

RESOLUTION APPROVING EXECUTION OF AGREEMENT BETWEEN THE COUNTY AND THE UNIVERSITY OF FLORIDA FOR THE PROVISION OF WATER CONSERVATION ANALYSIS BY THE UNIVERSITY OF FLORIDA'S INSTITUTE OF FOOD AND AGRICULTURAL SCIENCE TROPICAL RESEARCH AND EDUCATION CENTER IN THE AMOUNT OF \$385,000

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the execution of an agreement with the University of Florida for the provision of water conservation analysis by the University of Florida's Institute of Food and Agricultural Science Tropical Research and Education Center in the amount of \$385,000 for a period of five (5) years, in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor or his designee to execute same and to exercise the termination provisions contained therein.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

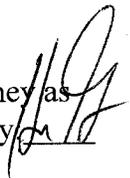
Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrian D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 18th day of December, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency 

Henry N. Gillman



**AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
UNIVERSITY OF FLORIDA**

This AGREEMENT, made and entered into this ____ day of ____ 2007, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY" and the UNIVERSITY OF FLORIDA on behalf of the Board of Trustees, its successors or assigns, a public body corporate of the State of Florida, hereinafter referred to as the "UNIVERSITY".

WITNESSETH

WHEREAS, the University of Florida's Institute of Food and Agricultural Science (UF IFAS) Tropical Research and Education Center, will facilitate and accelerate technology transfer from research to practice; promote collaboration between researchers and the industry; and will serve as a public resource to perform research of significance to the South Florida region; and

WHEREAS, pursuant to Resolution 468-06 the Board of County Commissioners approved the Water Use Efficiency Plan which includes Landscape Irrigation projects; and



WHEREAS, the COUNTY recognizes that the UF IFAS is fully qualified to provide services relating to the Landscape Irrigation Project and render the services described in this Agreement; and

NOW, THEREFORE in consideration of the mutual terms, conditions, covenants and payments hereinafter set forth, the COUNTY and the UNIVERSITY agree as follows:

I. Purpose:

- A. The purpose of the Agreement is to facilitate cooperation between the UF IFAS Tropical Research and Education Center, and the COUNTY through its Miami Dade Water and Sewer Department's Water Use Efficiency Program, hereafter referred to as "MDWASD WUEP". This Agreement assigns responsibilities to the respective parties with regard to an Assessment of Water Savings Using Soil Moisture Sensors in Residential Areas for landscape irrigation. The program will be implemented in 25 Homeowner Associations ("HOA") in Miami Dade County. Participating HOAs will receive a landscape water use evaluation, assessment of recommended retrofits and installation of a soil moisture sensor. UF IFAS will also provide training to educate installers on how the soil moisture sensor controllers work.
- B. MDWASD WUEP desires to establish a partnership with UF IFAS. The Landscape Irrigation Evaluation Project is intended to identify the most effective and efficient way to use irrigation technology that produces the highest water use reduction. UF IFAS will serve as the coordinating body for the Water Use Efficiency Program Landscape Irrigation Project.
- C. UF IFAS may provide assistance with other services related to MDWASD's WUEP.

II. Outreach:

UF IFAS and the WUEP anticipates the participation of 25 HOAs for testing and comparison of the new soil moisture sensor technology. Training for landscape residential irrigators on the soil moisture technology and water conservation will be held prior to project initiation and at the project conclusion.

III. UF IFAS for WUEP Landscape Irrigation Evaluation Project for Assessment of Water Savings Using Soil Moisture Sensors in Residential Areas:

- A. UF IFAS operates a state-of-the-art research and education landscape irrigation program. The expertise of UF staff in this field is internationally recognized. In addition, the staff has a thorough knowledge of the area in regards to soils, herbaceous plants and turf, and hydrologic characteristics that is essential to success of this program. The Miami-Dade WUEP will benefit from this

partnership by using the results of the research for implementation of the landscape irrigation project in the most effective manner.

- B. UF IFAS program is the only program in Miami-Dade County that focuses on combined efforts in research, education, and extension activities related to irrigation and water conservation. The program has a strong record of success with creating change and innovation among clientele. In addition, the Program faculty has vast experience in irrigation systems and assessment of their water savings throughout the State of Florida. The UF IFAS program is unique among other entities as it specializes in research projects for irrigation and water conservation specific to Miami-Dade County.
- C. UF IFAS and MDWASD WUEP agree that one of the major goals of the Landscape Irrigation Project ("Project") is to make a determination as to the effectiveness of the soil moisture sensors in landscape irrigation.

IV. Promotion and Communications

UF IFAS and the MDWASD WUEP will disseminate information on benefits of efficient landscape irrigation materials, instruction and training opportunities to their respective networks. UF IFAS and MDWASD WUEP will provide each other complimentary copies of each organization's relevant press releases and announcements and any published works that relate to the Landscape Irrigation Project.

V. UF IFAS Responsibilities:

Water Use Evaluations and Training

- A. UF IFAS shall conduct two training workshops per year in Miami-Dade County for the purpose of training landscape irrigators on the soil moisture technology and water conservation prior to project initiation and will report results at the conclusion of the Project.
- B. UF IFAS will provide the MDWASD WUEP with a report identifying water use for 25 locations with evaluation of water savings. Location evaluations will include data collected from the water meters and the weather stations. Water savings will be measured in gallons per day.
- C. The UF IFAS has developed a database of HOAs in Miami-Dade County that are willing to participate in water saving irrigation initiatives and shall have the following responsibilities for program support and service:
 - 1. Administer and sustain the data collected for each participating HOA.
 - 2. Provide MDWASD WUEP with all data and research resulting from the Project.
 - 3. Submit an annual report to MDWASD WUEP on the Project.

VI. MDWASD Responsibilities:

MDWASD WUEP agrees to meet the following:

1. Designate a UF IFAS "point of contact" within MDWASD WUEP for UF IFAS communications.
2. Upon receipt of an invoice from UF IFAS, MDWASD agrees to pay an initial annual fee of \$76,908 to be paid in three equal installments (every four months) beginning ninety (90) days after the execution of this Agreement and upon receipt of an invoice from UF IFAS for the services provided in this agreement. Thereafter, for each annual fee for similar services, MDWASD will pay UF IFAS in three equal installments within ninety (90) days of receipt of an invoice.
3. Provide information to UF IFAS on Miami Dade's water to be used in training workshops.
4. Utilize the expertise of the MDWASD WUEP to produce publications needed to highlight and communicate the Project.

VII. Maximum Compensation:

The total of all payments to the UNIVERSITY pursuant to this Agreement shall not exceed three hundred eighty five thousand dollars (\$385,000.00). No minimum amount of compensation is guaranteed to the UNIVERSITY.

VIII. Address:

The addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

Miami Dade Water and Sewer Department

Maribel Balbin
Water Use Efficiency Manager
Water and Sewer Department
3071 S.W. 38 Avenue
Room 565
Miami, Florida 33146

UF-IFAS Tropical Research and Education Center

Kati Migliaccio
Assistant Professor and Extension Specialist
Agricultural and Biological Engineering
18710 S.W. 288th Street
Homestead, Florida 33030

IX. Term of Agreement:

The term of this Agreement shall be five (5) years from the date of execution of the Agreement.

X. Termination:

Any party, upon a thirty day advance written notice to the other party, may terminate this Agreement for any reason. The notice shall specify the date of termination and shall be sent by registered mail to the parties identified in Paragraph VIII. Balance due will be derived by calculating a monthly fee for services (\$76,908 divided by twelve for the services provided in this agreement) and paid accordingly to UF IFAS for the number of months worked prior to termination (less previous amounts paid for the task).

XI. Assignment:

This Agreement or any interest therein shall not be assignable by any party without first obtaining the written consent of all other parties.

XII. General:

Nothing in this Agreement shall be construed as limiting the ability of UF IFAS or MDWASD WUEP to apply for and/or receive grants or other fundings from private, professional or non-profit organizations; to use other educational materials; to engage in other cooperative ventures; or to participate in any activity or action undertaken by UF IFAS or MDWASD WUEP separate and apart from the immediate relationship outlined in this Agreement.

XIII. Entirety of Agreement:

This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter hereof that are not merged herein and superseded hereby.

XIV. Modification:

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by all parties hereto, and approved by the COUNTY.

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

XV: Governing Law:

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida, and venue shall be in Miami-Dade COUNTY, Florida.

XVI. Severability: If any Section of this Agreement is found to be null and void, the other Sections shall remain in full force and effect.

(The rest of this page is intentionally left blank)

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized officers on the date first written above.

ATTEST:

MIAMI-DADE COUNTY

By: _____
Clerk

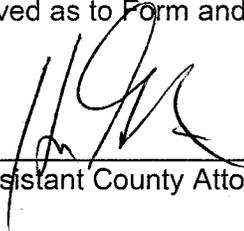
By: _____
County Mayor

ATTEST:

UNIVERSITY OF FLORIDA

By: _____
Brandi Boniface
Assistant Director of Research
The University of Florida on behalf
of the Board of Trustees

Approved as to Form and Legal Sufficiency:

By:  _____
Assistant County Attorney