

MEMORANDUM

Agenda Item No. 8(O)(1)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

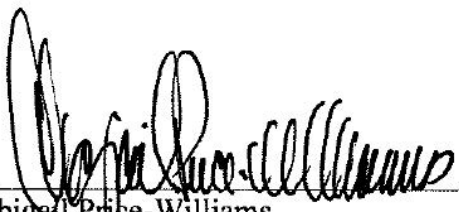
DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute a grant agreement with the Water Research Foundation in an amount not to exceed \$25,000.00 in cash and \$95,000.00 in in-kind services for use in furtherance of WRF Project Number 5045 regarding research into the effectiveness of biogas harvesting as part of the wastewater treatment process; authorizing the County Mayor to execute an access agreement with Brown & Caldwell (Corporation) to allow it to conduct the testing needed for WRF Research Project Number 5045 at the Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant; and authorizing the County Mayor to exercise the provisions contained in the grant agreement and access agreement

Resolution No. R-1008-20

The accompanying resolution was prepared by the Water and Sewer Department and placed on the agenda at the request of Prime Sponsor Commissioner Daniella Levine Cava.

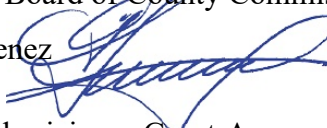


Abigail Price-Williams
County Attorney

APW/uw

Date: October 6, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing a Grant Agreement with The Water Research Foundation for a Biogas Harvesting Project and an Access Agreement with Brown & Caldwell (Corporation) to Conduct the Project at the Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or County Mayor's designee to: (1) execute a grant agreement with The Water Research Foundation ("WRF"), in substantially the form attached to the accompanying Resolution as Exhibit 1, which awards WRF a grant in an amount not to exceed \$25,000 in cash and \$95,000 in in-kind services in order to conduct research related to biogas harvesting as part of WRF Project #5045, and (2) enter into an access agreement with Brown & Caldwell (Corporation), in substantially the form attached to the accompanying Resolution as Exhibit 2, which allows Brown & Caldwell (Corporation) access to certain limited areas at the Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant and sets out the conditions for Brown & Caldwell (Corporation)'s use of the County's facilities for WRF Project #5045.

Scope

WRF Project #5045 will be conducted at the Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant located on Virginia Key in Commission District 7, which is represented by Commissioner Xavier L. Suarez.

Fiscal Impact/Funding Source

There is a one-time fiscal impact of \$25,000 for the monetary contribution for Fiscal Year 2020 from Proprietary Revenues and \$95,000 in in-kind services.

Track Record/Monitoring

Robert Fergen, P.E., Chief, Wastewater Treatment and Maintenance Division, for the Miami-Dade Water and Sewer Department will be supervising and monitoring this project.

Delegation of Authority

This item authorizes the County Mayor or County Mayor's designee to execute a grant agreement with WRF and an access agreement with Brown & Caldwell (Corporation) and to exercise any and all rights conferred herein.

Background

WRF, a nonprofit corporation, undertakes research projects related to, among other things, drinking water and wastewater. WRF has selected Brown & Caldwell (Corporation), an environmental engineering firm, to perform WRF Project #5045, which is a research project focused on recovering biogas from raw sewage force mains and other piping through a Biogas Harvester. The goals of WRF Project #5045 are to: (1) devise a solution to address greenhouse gas emissions, corrosion, odor and safety issues caused by gases

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
Page 2

that are released through wastewater collection systems and (2) increase collection of biogas, a renewable-energy resource currently used by the Miami-Dade Water and Sewer Department.

As a subscribing member of WRF, the County, through the Miami-Dade Water and Sewer Department, can access WRF's research and resources and can also participate in Subscriber Priority Research Projects. Because the results of WRF Project #5045 could be of great value to the Miami-Dade Water and Sewer Department's wastewater treatment operations, the County wishes to participate in WRF Project #5045 and will award a grant to WRF of \$25,000 in cash and \$95,000 in in-kind services, such as materials, instrumentation, and staff time, as well as providing facilities at Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant on which the Biogas Harvester can be tested. The County and WRF will execute a grant agreement to set forth the County's contribution to, and the terms of, the County's participation in WRF Project #5045.

Because WRF Project #5045 will be conducted by Brown & Caldwell (Corporation) at the Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant, Brown & Caldwell (Corporation) will need access to the Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant. To that end, the County will enter into an access agreement with Brown & Caldwell (Corporation) to set forth the terms for Brown & Caldwell (Corporation)'s use of the County's facilities for WRF Project #5045.



Jack Osterholt
Deputy Mayor



MEMORANDUM (Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: October 6, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(O)(1)

Please note any items checked.

- ☐ "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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(1)
10-6-20

RESOLUTION NO. R-1008-20

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE A GRANT AGREEMENT WITH THE WATER RESEARCH FOUNDATION IN AN AMOUNT NOT TO EXCEED \$25,000.00 IN CASH AND \$95,000.00 IN IN-KIND SERVICES FOR USE IN FURTHERANCE OF WRF PROJECT NUMBER 5045 REGARDING RESEARCH INTO THE EFFECTIVENESS OF BIOGAS HARVESTING AS PART OF THE WASTEWATER TREATMENT PROCESS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE AN ACCESS AGREEMENT WITH BROWN & CALDWELL (CORPORATION) TO ALLOW IT TO CONDUCT THE TESTING NEEDED FOR WRF RESEARCH PROJECT NUMBER 5045 AT THE MIAMI-DADE WATER AND SEWER DEPARTMENT’S CENTRAL DISTRICT WASTEWATER TREATMENT PLANT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXERCISE THE PROVISIONS CONTAINED IN THE GRANT AGREEMENT AND ACCESS AGREEMENT

WHEREAS, The Water Research Foundation (“WRF”) funds, manages and publishes research on the technology, operation and management of drinking water, wastewater, reuse and stormwater systems with the goal of ensuring water quality and improving water services to the public; and

WHEREAS, the Miami-Dade Water and Sewer Department (“WASD”) is a subscribing member of WRF with access to its research and resources as well as the ability to participate in Subscriber Priority Research Projects; and

WHEREAS, WRF is undertaking Project #5045, which is a research project focused on recovering biogas from raw sewage force mains and other piping through a Biogas Harvester; and

WHEREAS, Project #5045 has significance to WASD because its objectives are: (i) to devise a solution to address greenhouse gas emissions, corrosion, odor and safety issues caused by gases that are released through wastewater collection systems and (ii) to increase the collection of biogas, a renewable-energy resource currently used by WASD; and

WHEREAS, Brown & Caldwell (Corporation), an environmental engineering firm, has been selected by WRF to carry out Project #5045; and

WHEREAS, Project #5045 will be conducted at WASD's Central District Wastewater Treatment Plant; and

WHEREAS, Project #5045 will be funded through a combination of money from WRF, the Washington Suburban Sanitary Commission, VSC-Denmark, and the County; and

WHEREAS, the Board desires to give WRF a grant in an amount not to exceed \$25,000.00 in cash and \$95,000.00 in in-kind services as a contribution to WRF Project #5045; and

WHEREAS, in order to conduct the research and testing needed for WRF Project #5045, the Board also desires to allow Brown & Caldwell (Corporation) to have access to certain limited areas of WASD's Central District Wastewater Treatment Plant subject to certain conditions,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The recital clauses enumerated above are true, correct and incorporated herein by reference.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute a grant agreement with WRF, in substantially the form attached hereto as Exhibit 1 and made a part hereof, which awards WRF a grant in an amount not to exceed \$25,000.00 in cash and

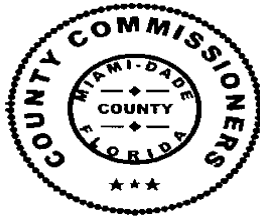
\$95,000.00 in in-kind services in order to conduct research related to biogas harvesting as part of WRF Project #5045. The Board also authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in the grant agreement.

Section 3. This Board also authorizes the County Mayor or County Mayor's designee to enter into an access agreement with Brown & Caldwell (Corporation), in substantially the form attached hereto as Exhibit 2 and made a part hereof, in order to allow Brown & Caldwell (Corporation) access to certain limited areas of the Miami-Dade Water and Sewer Department's Central District Wastewater Treatment Plant in order to conduct the testing needed for WRF Project #5045 and sets forth the conditions for Brown & Caldwell (Corporation)'s use of the County facilities. The Board also authorizes the County Mayor or County Mayor's designee to exercise the provisions contained in the access agreement.

The foregoing resolution was offered by Commissioner **Rebeca Sosa** , who moved its adoption. The motion was seconded by Commissioner **José "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	absent	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

SED

Sarah E. Davis

Exhibit 1

GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE WATER RESEARCH FOUNDATION

THIS AGREEMENT (hereinafter, the “Agreement”) made on this ____ day of _____, 20__ (“Effective Date”), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose principal place of business is located at Stephen P. Clark Center, 111 N.W. 1st Street, 29th Floor, Miami, Florida 33128, by and through its MIAMI-DADE WATER AND SEWER DEPARTMENT (“WASD”), and THE WATER RESEARCH FOUNDATION (“WRF”), a Colorado non-profit corporation, whose principal place of business is located at 6666 W. Quincy Avenue, Denver, Colorado 80235 (collectively, with the COUNTY, “Parties”).

RECITALS

WHEREAS, WRF funds, manages and publishes research on the technology, operation and management of drinking water, wastewater, reuse and stormwater systems with the goal of ensuring water quality and improving water services to the public; and

WHEREAS, WASD is a subscribing member of WRF with access to its research and resources as well as the ability to participate in Subscriber Priority Research Projects; and

WHEREAS, WRF is undertaking Project #5045, which is a research project focused on recovering biogas from raw sewage force mains and other piping through a Biogas Harvester; and

WHEREAS, Project #5045 has significance to WASD because its objectives are: (i) to devise a solution to address greenhouse gas emissions, corrosion, odor and safety issues caused by gases that are released through wastewater collection systems and (ii) to increase the collection of biogas, a renewable-energy resource currently used by WASD; and

WHEREAS, BROWN & CALDWELL (CORPORATION), an environmental engineering firm, has been selected by WRF to carry out Project #5045; and

WHEREAS, Project #5045 will be conducted at WASD’s Central District Wastewater Treatment Plant (“Central District”); and

WHEREAS, Project #5045 will be funded through a combination of money from WRF, the Washington Suburban Sanitary Commission (“WSSC”), VSC-Denmark (“VSC”), and the County; and

WHEREAS, as its contribution to Project #5045, the County will contribute \$25,000 in cash and \$95,000 in in-kind services, including materials, instrumentation, and staff time, as well as providing facilities at Central District on which the Biogas Harvester can be tested—specifically, the Central District Headworks 2,

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and WRF hereby agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are hereby incorporated herein and made a part hereof by this reference.

SECTION 2. DUTIES OF THE PARTIES.

2.1 DUTIES OF THE COUNTY.

The COUNTY agrees to provide WRF with a grant in the amount \$25,000 in cash upon receipt of an invoice for the full amount from WRF. The County also agrees to provide \$95,000 in in-kind services, such as piping, valve, assistance with assembly, and instrumentation for monitoring the research outcomes, in support of Project #5045. Further, upon proof of licensure and insurance, execution of a license agreement, and compliance with all security requirements, the County agrees to allow BROWN AND CALDWELL access to Central District Headworks 2 on which the Biogas Harvester will be installed, operated and tested. In addition, the County agrees to assign a liaison to supervise Project #5045.

2.2 DUTIES OF WRF.

WRF agrees to invoice the COUNTY for its portion of the funding for Project #5045. WRF agrees that, if the full \$25,000 in cash awarded through the COUNTY's grant is not used for Project #5045, it will reimburse any excess funds to the COUNTY within six (6) months of the termination of Project #5045. WRF agrees to monitor and supervise Project #5045 and BROWN AND CALDWELL's work through a Project Advisory Committee ("PAC") consisting of independent volunteers selected by WRF, the COUNTY, WSSC, and VSC. WRF agrees to pay the costs and travel-related expenses of the PAC members and the COUNTY's liaison that are related to work on Project #5045. WRF agrees to consult with the PAC with regard to all management decisions for Project #5045; however, in the event WRF and the PAC cannot agree on a decision, WRF will have final decision-making authority on Project #5045.

WRF agrees to ensure BROWN AND CALDWELL abides by the conditions of the contract between WRF and BROWN AND CALDWELL and between the COUNTY and BROWN AND CALDWELL, including any and all requirements for quality assurance, standards of performance, insurance coverage, indemnification, modifications, and any other conditions that may impact the execution of this project.

SECTION 3. TERM.

The term ("Term") of this Agreement shall be eighteen (18) months from the Effective Date of the Agreement (hereinafter, the "Expiration Date"), unless sooner terminated as provided for in Paragraph 5 below. Upon the expiration or earlier termination of the Agreement, WRF's and BROWN AND CALDWELL's right to use COUNTY's facility or facilities as described in Paragraph 2 above shall automatically revert back to the

COUNTY, and WRF and BROWN AND CALDWELL shall no longer be entitled to use such authorized area.

SECTION 4. NO POSSESSORY RIGHTS.

Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that no provision of this Agreement shall in any way be construed as creating:

- a. any property or possessory rights of any kind for WRF or BROWN AND CALDWELL at any COUNTY facility; or
- b. any landlord/tenant relationship or leasehold interest of any kind.

SECTION 5. TERMINATION RIGHTS.

Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other, or at the option of the COUNTY, immediately upon WRF or BROWN AND CALDWELL failing to comply with or abide by any or all of the provisions contained in this Agreement. Additionally, the COUNTY may terminate this Agreement immediately if the Biogas Harvester and any related appurtenances or if the processes utilized through Project #5045 are causing damage to the COUNTY's operations or equipment, or causing the violation of any condition or provision of any law, regulation or ordinance promulgated by any governmental or quasi-governmental authority now or hereafter. WRF and/or BROWN AND CALDWELL will be required to remove all equipment and restore the area authorized for Project #5045 within five (5) business days of notice of termination.

SECTION 6. PROHIBITED USE OF FUNDS.

WRF shall not utilize funds provided under this Agreement to retain legal counsel for any action or proceeding against the COUNTY or any of its agents, instrumentalities, employees, or officials arising out of this Project. WRF shall not utilize COUNTY funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the COUNTY or any of its agents, instrumentalities, employees or officials arising out of Project #5045. COUNTY funds shall not be used for religious purposes.

SECTION 7. COPYRIGHT.

If Project #5045 is satisfactorily completed, WRF may publish the results of the Project. WRF will own all U.S. and world-wide copyright in the Scope of Work, all Periodic Reports, the Final Report, the Project Profile, and all drafts of these works and reports and all computer software developed as a deliverable for Project #5045 as defined in the Multi-Funding Research Agreement ("MFRA") between WRF and BROWN AND CALDWELL. WRF will provide an electronic PDF of any Final Report published to the COUNTY. The COUNTY agrees that it will not make any other use of the WRF's

copyrighted materials without WRF's prior written permission. Approval for use of such materials for educational, noncommercial purposes, however, will not be unreasonably withheld. Further, any requests the COUNTY receives for a printed copy of any printed Final Report should be forwarded to WRF to fulfill the order; however, WRF recognizes that the COUNTY must abide by the State of Florida's Public Records laws.

SECTION 8. RESERVATION OF RIGHTS BY THE COUNTY.

WRF agrees that the use of the area for Project #5045 is subordinate to the rights and interest of the COUNTY in and to the overall COUNTY facilities. The COUNTY reserves the right to maintain the COUNTY facilities; to make improvements to the COUNTY facilities; and to add additional facilities. The COUNTY shall have unfettered access to the area to be used for Project #5045 and will not be held liable for any damage or injury to equipment or persons associated with Project #5045 as a result of having to access the area. In the event the COUNTY must make improvements or add facilities within the area to be used for Project #5045, the COUNTY shall provide WRF and BROWN AND CALDWELL with thirty (30) days' notice of the need for a change to the area for the Project and will allow WRF and BROWN AND CALDWELL a reasonable opportunity to move the equipment to a new area to be provided by the COUNTY. If WRF and/or BROWN AND CALDWELL fail to move the equipment to the new area, the COUNTY shall have the right to relocate said equipment or terminate this Agreement.

SECTION 9. WARNING.

WRF shall ensure that BROWN AND CALDWELL warns its employees, agents and contractors of the hazards of working at Central District and agrees to use all safety and precautionary measures when working at the Project #5045 location.

SECTION 10. ACKNOWLEDGEMENT.

WRF and the COUNTY will be recognized as co-funders of Project #5045 in the Final Report publication.

SECTION 11. ENTIRE AGREEMENT/AMENDMENTS.

This Agreement contains the entire agreement of the Parties hereto, and, in executing and delivering this Agreement, neither the COUNTY nor WRF, or any of their agents or representatives, is relying on any warranties, representations, promises or statements not contained herein and, as such, shall be considered public information. Moreover, no amendment to this Agreement, and no waiver of any of its terms and conditions, shall be effective unless made in writing and duly executed by both the COUNTY and WRF.

SECTION 12. NOTICE.

All notices hereunder shall be given by electronic delivery or overnight delivery and shall be deemed delivered upon receipt or refusal to accept delivery if addressed as follows:

COUNTY

Miami-Dade Water & Sewer Department
Attn: Robert Fergen, P.E., Chief
Wastewater Treatment and Maintenance
3071 S.W. 38 Avenue
Miami, FL 33146
(786) 552- 8200
rfergen@miamidade.gov

WRF

Walter L. Graf, Jr, Program Director
Phone: 571.384.2102
Email: wgraf@WaterRF.org

SECTION 13. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Facsimile and/or electronic signatures on this Agreement shall be deemed to be originals for all purposes.

SECTION 14. SEVERABILITY.

In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstructed as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

SECTION 15. GOVERNING LAW/VENUE/ATTORNEYS' FEES.

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. In the event of a dispute between the COUNTY and WRF, the Parties agree to participate in mediation. In the event mediation is not successful and litigation is necessary, the venue for any such litigation shall be in any federal or state court having jurisdiction in Miami-Dade County, Florida. In the event of any litigation between the Parties arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, including trial and appellate fees and costs. This section shall survive the expiration or termination of this Agreement.

SECTION 16. HEADINGS.

The headings and section titles utilized throughout this Agreement have been placed herein as a matter of convenience only, and the same shall not be construed in derogation of the language of the remaining provisions of this Agreement.

SECTION 17. BINDING AGREEMENT.

The obligations of this Agreement, when duly executed by the Parties, shall be binding upon, and shall inure to the benefit of, the Parties hereto and their heirs, executors, successors and permitted assigns. This Agreement contains the sole and only agreement between the Parties with respect to the subject matter hereof, and all prior discussions, writings, proposals, letters of intent, oral representations and the like are merged herein.

SECTION 18. NO ASSIGNMENT.

Without the prior written consent of the other Party, neither Party may assign, transfer, mortgage or encumber this Agreement or assign or transfer any of their duties, obligations or rights hereunder.

SECTION 19. NO PARTNERSHIP.

The Parties are independent contractors to each other. Nothing in this Agreement shall be deemed in any way to create between the Parties any relationship of partnership, joint venture or association, and the Parties disclaim the existence thereof. No Party shall have any right or authority to assume or create any obligation, commitment or responsibility for or on behalf of the others except as the other may expressly authorize in writing.

SECTION 20. CONSTRUCTION.

This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both the COUNTY and WRF have contributed substantially and materially to the preparation of this Agreement.

SECTION 21. RECORDS, AUDITS, MONITORING AND REVIEW.

WRF understands that it may be subject to an audit by the COUNTY and agrees to provide access to all of its records, which relate to this Agreement. WRF agrees to facilitate its review or audit by the COUNTY to insure compliance with applicable accounting and financial standards. The MFRA between WRF and BROWN AND CALDWELL shall be provided to the COUNTY upon request. In addition, WRF understands that the COUNTY has established the Office of Inspector General, which may perform an audit of this Agreement. WRF agrees to make all requested records and documents related to this

Agreement and use of the COUNTY's funds for Project #5045 available promptly to the Inspector General for inspection and copying if requested.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, WRF and MIAMI-DADE COUNTY have duly executed this Agreement as of this day and year first above written.

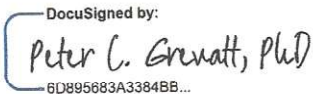
ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

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

By: _____
Deputy Clerk

By: _____
County Mayor

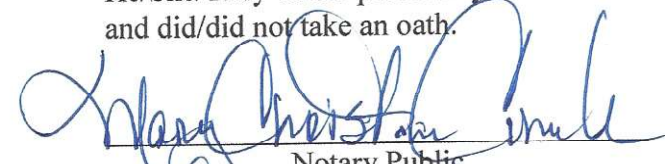
ATTEST: 
6D895683A3384BB...

THE WATER RESEARCH FOUNDATION

By: _____
Peter C. Grevatt, PhD, Chief Executive Officer

STATE OF Co
COUNTY OF Denver

The foregoing instrument was acknowledged before me this 20th day of April, 2020 by Peter C. Grevatt, PhD, as Chief Executive Officer of The Water Research Foundation, a Colorado non-profit corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.


Notary Public
Mary Christine Conville
Print Name

19954009710 expires 4/23/2022
Serial Number

Approved by County Attorney
as to form and legal sufficiency:

Assistant County Attorney

MARY CHRISTINE CONVILLE
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 19954009710
MY COMMISSION EXPIRES MAY 23, 2022

Exhibit 2

ACCESS AGREEMENT BETWEEN MIAMI-DADE COUNTY AND BROWN AND CALDWELL (CORPORATION)

THIS AGREEMENT (hereinafter, the “Agreement”) made on this ____ day of _____, 20__ (“Effective Date”), by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, whose principal place of business is located at Stephen P. Clark Center, 111 N.W. 1st Street, 29th Floor, Miami, Florida 33128, by and through its MIAMI-DADE WATER AND SEWER DEPARTMENT (“WASD”), and BROWN AND CALDWELL (CORPORATION) (“BROWN & CALDWELL”), a California corporation authorized to do business in the State of Florida with offices in Miami-Dade County, with a place of business is located at 135 San Lorenzo Avenue, Suite 630, Coral Gables, Florida 33136 (collectively, with the COUNTY, “Parties”).

RECITALS

WHEREAS, as a Subscribing Member of The Water Research Foundation (“WRF”), a Colorado non-profit corporation, WASD has the right to participate in Subscriber Priority Research Projects; and

WHEREAS, WRF will be undertaking WRF Research Project #5045 (“Project #5045”), which will focus on recovering biogas from raw sewage force mains and other piping through a Biogas Harvester; and

WHEREAS, Project #5045 is significant to the COUNTY because the goals of Project #5045 are to: (1) devise a solution to address greenhouse gas emissions, corrosion, odor and safety issues caused by gases that are released through wastewater collection systems and (ii) increase the collection of biogas, a renewable-energy resource currently used by WASD; and

WHEREAS, the COUNTY will be co-funding Project #5045 through a grant to WRF in an amount not to exceed \$25,000 in cash and \$95,000 in in-kind services, such as equipment and staff time to assist with installing and sampling activities; and

WHEREAS, Project #5045 will be conducted at WASD’s Central District Wastewater Treatment Plant (“Central District”); and

WHEREAS, as part of its contribution to Project #5045, the COUNTY will provide facilities at Central District on which the Biogas Harvester can be tested—specifically, the Central District Headworks 2; and

WHEREAS, BROWN & CALDWELL, an environmental engineering firm, has been selected by WRF to coordinate and assist WRF with Project #5045; and

WHEREAS, in order to conduct and coordinate the research and testing needed for Project #5045, BROWN & CALDWELL will need to have access to certain limited areas of WASD’s Central District Wastewater Treatment Plant subject to certain conditions,

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the COUNTY and BROWN AND CALDWELL hereby agree as follows:

SECTION 1. RECITALS.

The foregoing recitals are hereby incorporated herein and made a part hereof by this reference.

SECTION 2. ACCESS.

The right of access to, and entry at, Central District, during normal business hours, is granted in order to allow BROWN AND CALDWELL, and its agents, affiliates, contractors and employees, to perform professional services in coordinating the research and testing needed for Project #5045 (collectively, the "Activities"). BROWN AND CALDWELL and its personnel assigned to Project #5045 will need to follow all WASD requirements related to security and access to Central District.

SECTION 3. CONDUCT OF WORK.

All Activities shall be conducted in a safe and lawful manner that does not disrupt the COUNTY'S use of all facilities at Central District. All Activities shall be performed in accordance with that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions and with all applicable federal, state and County laws, including all applicable permits

SECTION 4. TERM.

The term ("Term") of this Agreement shall be twelve (12) months from the Effective Date of the Agreement (hereinafter, the "Expiration Date"), unless sooner terminated as provided for in Paragraph 6 below. Upon the expiration or earlier termination of the Agreement, BROWN AND CALDWELL's right to use the COUNTY's facility or facilities as described in Paragraph 2 above shall automatically revert back to the COUNTY, and BROWN AND CALDWELL shall no longer be entitled to use such authorized area.

SECTION 5. NO POSSESSORY RIGHTS.

Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that no provision of this Agreement shall in any way be construed as creating:

- a. any property or possessory rights of any kind for BROWN AND CALDWELL at any COUNTY facility; or
- b. any landlord/tenant relationship or leasehold interest of any kind.

SECTION 6. TERMINATION RIGHTS

Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other, or at the option of the COUNTY, immediately upon BROWN AND CALDWELL failing to comply with or abide by any or all of the provisions contained in this Agreement. Additionally, the COUNTY may terminate this Agreement immediately if the Biogas Harvester and any related appurtenances or if the processes utilized through Project #5045 are causing damage to the COUNTY's operations or equipment, or causing the violation of any condition or provision of any law, regulation or ordinance promulgated by any governmental or quasi-governmental authority now or hereafter. BROWN AND CALDWELL will be required to remove its equipment and restore the area authorized for Project #5045 to the extent the area is altered as a result of BROWN AND CALDWELL'S equipment or performance of the Activities within thirty (30) days of notice of termination. If BROWN AND CALDWELL holds over after the expiration or termination of this Agreement beyond the thirty (30) day period allowed for removal of equipment and restoration/repair of the authorized area used for Project #5045, pursuant to Paragraph 13 below, BROWN AND CALDWELL shall be deemed a trespasser, and the COUNTY shall be entitled to all remedies available at law or in equity.

SECTION 7. APPROVAL BY THE DEPARTMENT.

BROWN AND CALDWELL may not install or place equipment on the area authorized for Project #5045, or any other part of COUNTY facilities whatsoever, unless the equipment is first approved in writing by the COUNTY. Prior to the installation of equipment within the area authorized for Project #5045, BROWN AND CALDWELL shall submit the plans, specifications and design for such proposed equipment to the COUNTY for its approval. The COUNTY may withhold approval if the installation or removal of the equipment may:

- a. damage COUNTY facilities;
- b. unreasonably interfere with the COUNTY's use of COUNTY facilities; or
- c. create an unacceptable hazard or threat, in the COUNTY's sole and absolute discretion.

BROWN AND CALDWELL will not be entitled to rely on this Agreement as an approval or representation by the COUNTY that such installation or equipment is permitted by any governmental or quasi-governmental entity or authority.

SECTION 8. INSURANCE.

BROWN AND CALDWELL will furnish to WASD, 3071 SW 38 Avenue, Miami, Florida 33146, a Certificate(s) of Insurance, which indicates that insurance coverage has been obtained that meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of BROWN AND CALDWELL as required by Florida Statute 440.

B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

SECTION 9. INDEMNIFICATION.

BROWN AND CALDWELL agrees it will exercise its privileges hereunder at its own sole risk and agrees to indemnify and save harmless the COUNTY and its respective officers, directors, agents and employees from all liability, loss, cost and expense, including attorneys' fees and court costs at all levels, which may be sustained by the COUNTY by reason of the death of or injury to any person or damage to any property to the extent arising out of and in connection with BROWN AND CALDWELL's negligence or willful misconduct in the performance of Project #5045 during the Term of the Agreement. BROWN AND CALDWELL, at its sole cost and expense, agrees to defend the COUNTY against any and all suits and actions instituted against the COUNTY for the imposition of such liability, loss, cost and expense. Notwithstanding the foregoing, BROWN AND CALDWELL shall not be responsible for the indemnification or defense of the COUNTY

for any liability, loss, cost and expense, including attorneys' fees and costs, arising solely from the COUNTY's gross negligence or willful misconduct. This section shall survive the expiration or termination of this Agreement. This section shall survive the expiration or termination of this Agreement.

SECTION 10. RESERVATION OF RIGHTS BY THE COUNTY.

BROWN AND CALDWELL agrees that the use of the area for Project #5045 is subordinate to the rights and interest of the COUNTY in and to the overall COUNTY facilities. The COUNTY reserves the right to maintain the COUNTY facilities; to make improvements to the COUNTY facilities; and to add additional facilities. The COUNTY shall have unfettered access to the area to be used for Project #5045 and will not be held liable for any damage or injury to BROWN AND CALDWELL's equipment or persons associated with Project #5045 as a result of having to access the area except to the extent any injury to BROWN AND CALDWELL's persons is caused by the negligence or willful misconduct of the COUNTY. In the event the COUNTY must make improvements or add facilities within the area to be used for Project #5045, the COUNTY shall provide BROWN AND CALDWELL with thirty (30) days' notice of the need for a change to the area for the Project and will allow BROWN AND CALDWELL a reasonable opportunity to move the equipment to a new area to be provided by the COUNTY, if possible. If BROWN AND CALDWELL fails to move the equipment to the new area, the COUNTY shall have the right to relocate said equipment or terminate this Agreement.

SECTION 11. WARNING.

BROWN AND CALDWELL will warn its employees, agents and contractors of the hazards of working at Central District and agrees to use all safety and precautionary measures when working at the Project #5045 location.

SECTION 12. RISK OF LOSS.

BROWN AND CALDWELL accepts the area to be used for Project #5045 in its "as is" condition, with all faults, and without any representations and warranties of any kind, express or implied, or arising by operation of law. The use of the Project #5045 area shall be at the sole risk of BROWN AND CALDWELL, and the COUNTY is specifically relieved of any responsibility for damage or loss to the BROWN AND CALDWELL's goods and equipment resulting from the COUNTY's use of its facilities. BROWN AND CALDWELL assumes all risk of damage, theft or loss to BROWN AND CALDWELL's goods and equipment and further assumes all risk of damage or loss caused by Project #5045 to COUNTY's facilities or operations to the extent caused by the negligence or willful misconduct of BROWN AND CALDWELL. In the event BROWN AND CALDWELL's negligent use of the Project #5045 area or its equipment causes damage to the COUNTY or its facilities or operations, BROWN AND CALDWELL agrees to pay the COUNTY all costs for any damage, expense or liability caused to the COUNTY, its

facilities or operations. BROWN AND CALDWELL's obligation to pay all amounts provided for in this Agreement shall survive the expiration or termination of this Agreement.

SECTION 13. SURRENDER; REMOVAL OF THE EQUIPMENT.

At the expiration or termination of this Agreement, BROWN AND CALDWELL, at its sole cost and expense, shall remove all BROWN AND CALDWELL's equipment and repair or restore the Project #5045 area to the extent the area is altered as a result of BROWN AND CALDWELL'S equipment or performance of the Activities to the same condition as it was on the Effective Date. If BROWN AND CALDWELL does not remove the equipment and restore the Project #5045 area within thirty (30) days after expiration of this Agreement or notice of termination, the COUNTY shall have the right to remove said equipment and restore/repair the Project #5045 area to the condition it was in as of the Effective Date and may invoice BROWN AND CALDWELL for such costs and expenses. Under such circumstances, BROWN AND CALDWELL agrees to pay all reasonable costs invoiced. This section shall survive the expiration or termination of this Agreement.

SECTION 14. ENTIRE AGREEMENT/AMENDMENTS.

This Agreement contains the entire agreement of the Parties hereto, and, in executing and delivering this Agreement, neither the COUNTY nor BROWN AND CALDWELL, or any of their agents or representatives, is relying on any warranties, representations, promises or statements not contained herein and, as such, shall be considered public information. Moreover, no amendment to this Agreement, and no waiver of any of its terms and conditions, shall be effective unless made in writing and duly executed by both the COUNTY and BROWN AND CALDWELL.

SECTION 15. NOTICE.

All notices hereunder shall be given by electronic delivery or overnight delivery and shall be deemed delivered upon receipt or refusal to accept delivery if addressed as follows:

COUNTY

Miami-Dade Water & Sewer Department
Attn: Robert Fergen, P.E., Chief
Wastewater Treatment and Maintenance
3071 S.W. 38 Avenue
Miami, FL 33146
(786) 552- 8200
rfergen@miamidade.gov

BROWN AND CALDWELL

Albert Perez, Vice President

2333 Ponce de Leon Blvd.
Suite R-205
Coral Gables, FL 33134
Phone: 305.418.4090
Email: Alperez@brwncald.com

SECTION 16. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. Facsimile and/or electronic signatures on this Agreement shall be deemed to be originals for all purposes.

SECTION 17. SEVERABILITY.

In the event any provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or reconstructed as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

SECTION 18. GOVERNING LAW/VENUE/ATTORNEYS' FEES.

This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. In the event of a dispute between the COUNTY and BROWN AND CALDWELL, the Parties agree to participate in mediation. In the event mediation is not successful and litigation is necessary, the venue for any such litigation shall be in any federal or state court having jurisdiction in Miami-Dade County, Florida. In the event of any litigation between the Parties arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs, including trial and appellate fees and costs. This section shall survive the expiration or termination of this Agreement.

SECTION 19. HEADINGS.

The headings and section titles utilized throughout this Agreement have been placed herein as a matter of convenience only, and the same shall not be construed in derogation of the language of the remaining provisions of this Agreement.

SECTION 20. BINDING AGREEMENT.

The obligations of this Agreement, when duly executed by the Parties, shall be binding upon, and shall inure to the benefit of, the Parties hereto and their heirs, executors, successors and permitted assigns. This Agreement contains the sole and only agreement between the Parties with respect to the subject matter hereof, and all prior discussions, writings, proposals, letters of intent, oral representations and the like are merged herein.

SECTION 21. NO ASSIGNMENT.

Without the prior written consent of the other Party, neither Party may assign, transfer, mortgage or encumber this Agreement or assign or transfer any of their duties, obligations or rights hereunder.

SECTION 22. NO PARTNERSHIP.

The Parties are independent contractors to each other. Nothing in this Agreement shall be deemed in any way to create between the Parties any relationship of partnership, joint venture or association, and the Parties disclaim the existence thereof. No Party shall have any right or authority to assume or create any obligation, commitment or responsibility for or on behalf of the others except as the other may expressly authorize in writing.

SECTION 23. CONSTRUCTION.

This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that both the COUNTY and BROWN AND CALDWELL have contributed substantially and materially to the preparation of this Agreement.

SECTION 24. PROOF OF LICENSURE AND CERTIFICATION.

BROWN AND CALDWELL will obtain all licenses and certificates required by the State of Florida or Miami-Dade County in order to perform the work associated with Project #5045. Copies of such licenses and certificates will be provided to the COUNTY's contact person as indicated in Section 15.

SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, BROWN AND CALDWELL and MIAMI-DADE COUNTY have duly executed this Agreement as of this day and year first above written.

ATTEST:

HARVEY RUVIN,
CLERK OF THE BOARD

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

By: _____
Deputy Clerk

By: _____
County Mayor

ATTEST:

BROWN AND CALDWELL

By: _____
Albert Perez, Vice President

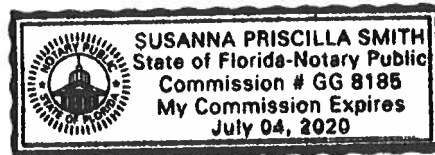
STATE OF FL
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 20 day of April, 2020 by Albert Perez, as Vice President of Brown and Caldwell (Corporation), a California corporation. He/She/They is/are personally known to me or has/hasn't/have/haven't produced identification and did/did not take an oath.

Susanna Priscilla Smith
Notary Public

GG 8185
Serial Number

Susanna Priscilla Smith
Print Name



Approved by County Attorney
as to form and legal sufficiency:

Assistant County Attorney