



## AGREEMENT FOR COMMERCIAL PROPERTY WATER USE EFFICIENCY PROJECT

**This agreement** is entered into as of \_\_\_\_\_ 2011/2012 by and between Miami-Dade County Florida Yards & Neighborhoods (FYN) Program in collaboration with the Urban Conservation Unit (UCU) AND \_\_\_\_\_ commercial property under the following **TERMS**:

1. The commercial property will be contacted to schedule a pre-evaluation of its irrigation system by the UCU.
2. The commercial property shall purchase the supplies and contract an irrigation company to make the retrofits and repairs as commercial property funds/budget permit to implement the irrigation system upgrade as recommended by the UCU pre-evaluation report. The UCU report will include recommendations which should be implemented in order to make its irrigation system more water efficient.
3. The Miami Dade Water & Sewer Department (MDWASD) will provide the soil moisture sensor and controller system for the commercial property. System installation must be completed within 6 months of pre-evaluation/sensor delivery or before August 31, 2012, whichever comes first.
4. On completion of the system upgrade/retrofit and installation of the soil moisture sensor and controller system, the commercial property will contact the UCU to conduct a post-evaluation to determine upgrade/retrofits have been made to the irrigation system and operating successfully with the soil moisture sensor so that irrigation only occurs when the sensor indicates it is needed.
5. The MDWASD will reimburse the commercial property **up to but not exceeding two thousand eight hundred fifty dollars (\$2850.00)** for implementing the recommended irrigation system upgrade/retrofit and installation of the soil moisture sensor and controller system. Some stipulations apply to how the reimbursement will be allotted:
  - A. The undersigned is solely responsible for any required permitting and retention of a licensed contractor to perform the installation work.
  - B. A maximum of \$850 may be used towards installation cost of sensor, this includes labor and supplies directly related to sensor and timer installation.
  - C. A maximum of \$800 may be used towards repairs of irrigation systems. The remainder of the reimbursement must be for system upgrades/retrofits. Repairs include:
    - a. Fixing pipe leaks
    - b. Replacing cracked or broken sprinklers
    - c. Replacing leaky valves
  - D. The following types of retrofits and upgrades will be reimbursable:
    - a. Installation of low-volume irrigation in landscape bed zones

- b. Installation of electric valves to replace indexing valves
  - c. Redesign of irrigation system to separate irrigation zones based on plant type
  - d. Purchase of soil moisture sensor or ET controller devices for additional timers on property
  - e. Replacement of grass with low-maintenance drought tolerant plants along with removal of irrigation where these plants are located
  - f. Other water conservation strategy (must be approved by UCU prior to implementation)
6. The commercial property will be made aware of other water conservation programs available by the MDWASD through the UCU.
7. The commercial property will also be given educational materials on the Florida Yards & Neighborhoods Program and the possibility of Florida-Friendly Yard recognition where applicable.
8. Reimbursement will be made from the MDWASD office subject to the following conditions:
- A. Receipt of invoice and copy of cancelled check documenting payment must be received no later than 8/31/12 or within 60 days of post-evaluation, whichever comes first.**
  - B. Confirmation by Florida Yards & Neighborhoods that all work on the system upgrade and retrofit/installation of the soil moisture sensor and controller system has been completed.
  - C. The post-evaluation of the irrigation system is COMPLETED by the UCU.
  - D. Soil moisture sensor and controller system is confirmed operational.
9. The commercial property will allow the UCU to release copies of both pre and post evaluation reports to FYN, MDWASD, and SFWMD.
10. The commercial property agrees to hold harmless MDWASD, FYN and the UCU for any loss or damage to commercial property or landscaping.

**Commercial Property Authorized Representative (Print Name)** \_\_\_\_\_

**Title** \_\_\_\_\_ **Phone** \_\_\_\_\_ **Email** \_\_\_\_\_

**Address** \_\_\_\_\_ **City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Signature** \_\_\_\_\_ **Date Signed** \_\_\_\_\_

**FYN Authorized Representative (Print Name)** \_\_\_\_\_

**Address** 18710 SW 288 St.  
Homestead, FL 33030

**Phone** 305-248-3311 x 239  
**Fax** 305-246-2932

**Signature** \_\_\_\_\_ **Date signed** \_\_\_\_\_

**UCU Authorized Representative (Print Name)** \_\_\_\_\_

**Address** 18710 SW 288 St.  
Homestead, FL 33030

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**Signature** \_\_\_\_\_ **Date signed** \_\_\_\_\_