

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20051697-UTL

1. Action Requested/Purpose:

Authorize the Chairwoman, on behalf of the BOCC, to execute the Mobile Irrigation Lab (MIL) Agreement between Lee County and the Lee Soil and Water Conservation District (District) in the amount of \$44,560 for FY05/06.
P.M.

2. What Action Accomplishes:

The Agreement outlines payments and responsibilities of the participants and defines the terms and conditions by which the County and District implement the landscape irrigation water conservation, development and wise use of land, water and related resources for the benefit of the residents of Lee County.

3. Management Recommendation:

Approval.

4. Departmental Category: 10

C10B

5. Meeting Date:

12-20-2005

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose (specify)

- Statute
- Ordinance
- Admin. Code
- Other Approval

8. Request Initiated:

Commissioner _____
 Department Public Works
 Division Utilities
 By: _____ 12/6/05
Rick Diaz, P.E., Director

9. Background:

As water conservation becomes more critical, it is even more important to aid homeowners "to recognize and correct problems with their irrigation system while learning their lawn's specific water requirements, to properly manage the timing of irrigation, thereby learning to irrigate more efficiently while conserving water." One of the primary functions of the Lee Soil & Water Conservation District (District) is to develop and promote programs to conserve the soil and water resources within the district. Also, the Mission Statement of Lee County Utilities acknowledges the desire to "demonstrate leadership in conservation and environmental stewardship". Both Lee County and the District desire to provide these conservation educational services in order to carry out our responsibilities to the residents of Lee County.

(CONT'D.)

10. Review for Scheduling

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager / P.W. Director
					Analyst	Risk	Grants	Mgr.	
<u>J. Lavender</u> Date: <u>12-7-05</u>	<u>[Signature]</u> Date: <u>12/6/05</u>	N/A Date:		<u>S. Covert</u> Date: <u>12/7/05</u>	<u>P.M.</u> <u>12/7/05</u>	<u>MR</u> <u>12-7-05</u>	<u>1476</u> <u>12/7/05</u>	<u>[Signature]</u> <u>12/7/05</u>	<u>J. Lavender</u> Date: <u>12-7-05</u>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN	<u>[Signature]</u>
	<u>12/7/05</u>
	<u>10:50</u>
COUNTY ADMIN FORWARDED TO:	<u>[Signature]</u>
	<u>12/8/05</u>
	<u>[Signature]</u>

Rec. by CoAtty	<u>[Signature]</u>
Date:	<u>12/7/05</u>
Time:	<u>10:30 am</u>
Forwarded To:	<u>Admin</u>
	<u>12/7/05</u>

The purpose of the Mobile Irrigation Lab (MIL) is to provide a free on-site evaluation of individual irrigation systems of our residents. Upon request, MIL technicians take samples of the soil to determine the moisture level and rooting depths in a homeowner's lawn and water measurements from individual irrigation systems to determine the uniformity of water distribution. After all the information is collected, MIL operators use it to identify problems and work with the homeowners to solve them, thereby homeowners learn to use water more efficiently and water is conserved voluntarily.

Through this interlocal agreement, the Lee Soil and Water Conservation District technicians will train Lee County Utilities' (LCU) employees in such a way that LCU will be able to increase the number of residents receiving this service each year.

Funds are available in Account No. OD5360648700.503490

Attachments: Mobile Irrigation Lab Agreement (2 Originals)
Copy of MIL Brochure

**MOBILE IRRIGATION LAB AGREEMENT
BETWEEN
THE LEE SOIL AND WATER CONSERVATION DISTRICT
AND THE
LEE COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS AGREEMENT is entered into this _____ day of _____, 2005, between LEE COUNTY, a political subdivision and Charter County of the State of Florida, hereinafter referred to as "County," acting by and through its Board of County Commissioners, the governing body thereof, and LEE SOIL AND WATER CONSERVATION DISTRICT, hereinafter referred to as "District."

WITNESSETH:

SECTION I: PURPOSE

The purpose and intent of this Agreement are to define the terms and conditions, by which the County and District implement the conservation, development and wise use of land, water and related resources for the benefit of the residents of Lee County. The County needs to provide certain services to carry out their responsibilities. The District also desires to provide these services in order to carry out their responsibilities, but does not have the resources available to provide these services. Therefore, the County is willing to reimburse the District for a portion of the cost of Mobile Irrigation Lab (MIL) services in unincorporated Lee County, Florida in order to meet these responsibilities.

SECTION II: DISTRICT RESPONSIBILITIES

- A. The District agrees to provide MIL Services exclusively for residents of unincorporated Lee County in accordance with Attachment "A", Plan of Work, which is hereby attached and made a part of this agreement.

- B. The District agrees to provide monthly reports to the County as to services provided during the previous month.
- C. The District agrees to absorb from its appropriations that portion of the cost of providing the MIL services not covered by reimbursement.
- D. The District shall invoice the County monthly in accordance with the fixed price amounts shown on Attachment "A", Plan of Work. Invoices shall be submitted to:

Lee County Utilities
Attn: Orlando Figueroa
1500 Monroe Street
Fort Myers, FL 33901

- E. The District shall designate a MIL Coordinator as contact person for technical and administration issues, and notify the County in writing as to those contacts.
- F. The MIL Coordinator will provide training from time to time to Lee County Utility (LCU) personnel in order to enhance their ability to properly identify problem irrigation systems which they may encounter during the conduct of their normal business practice.

SECTION III: COUNTY RESPONSIBILITIES

- A. County agrees to reimburse the District in an annual amount not to exceed \$44,560.00 in accordance with Attachment "A", Plan of Work. Payment shall be made within 30 days of receipt of invoicing as provided for in Section II.D, above. Payment will be made to:

Lee Soil and Water Conservation District
3434 Hancock Bridge Parkway, Suite 209B
Fort Myers, Florida 33903

-
- B. County agrees to provide authorized technical assistance including, but not limited to, obtaining basis information, insuring evaluations and recommendations are in accordance with County procedures and Attachment "A", Plan of Work.
 - C. County agrees to provide the MIL Coordinator with a list of evaluation sites and provide for MIL brochures to be included, from time to time as needed, in utility bills of homeowners in unincorporated Lee County.
 - D. County agrees to provide a vehicle to be used by the MIL for conducting evaluations and other associated duties.

SECTION IV: CONTRACT TERM.

This agreement shall commence October 1, 2005 and shall conclude September 30, 2006.

SECTION V: PAYMENT

Payment will be made upon receipt of a MIL Monthly Report. In the event services are not provided, payment shall be prorated to the amount of service actually provided. Payment will be made within thirty (30) days of receipt of an invoice provided by the District and certified by the County as to the actual service provided. These documents shall be sent to:

Lee County Utilities
Attn: Orlando Figueroa
1500 Monroe Street
Fort Myers, FL 33901

SECTION VI: MUTUAL COOPERATION

It is the intent of the County and the District to fulfill their obligations under this agreement. However, commitments cannot be made beyond the period for which funds have been appropriated. In the event funds from which the County or the District may fulfill their obligations are not appropriated, the agreement will automatically terminate. Reimbursement will then be for work completed that is otherwise eligible for reimbursement prior to the effective date of termination as determined by the project managers.

SECTION VII: TERMINATION

This agreement may be terminated by either party giving a thirty (30) day advance written notice to the other party.

SECTION VIII: MODIFICATION

This agreement may be modified by amendment duly executed by authorized officials of the District and the County, provided such modification does not extend this agreement beyond the close of the fiscal year in which the work is completed.

SECTION IX: OFFICIALS NOT TO BENEFIT

No county official or District Supervisor shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this shall not be construed to extend to this agreement if made with a corporation for its general benefit.

SECTION X: SEVERABILITY

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties continue to be affected.

SECTION XII: NOTICES

All written notices to County and District under this agreement shall be directed to the following address:

For County: Lee County Utilities
Attn: Orlando Figueroa
1500 Monroe Street
Fort Myers, FL 33901

For District: Lee Soil and Water Conservation District
3434 Hancock Bridge Parkway, Suite 209B
Fort Myers, Florida 33903

IN WITNESS WHEREOF, the parties hereto, have caused this agreement to be executed on the day and year first above written.

**LEE SOIL AND WATER
CONSERVATION DISTRICT**

BY: 
Chair

ATTEST: CHARLIE GREEN
CLERK OF COURTS

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
Office of the County Attorney

ATTACHMENT "A"

Plan of Work: This plan outlines payments and responsibilities of the participants.

- I. Evaluations. Evaluations shall be conducted by the MIL on at least 140 systems. Evaluations will target approximately 126 urban systems and follow up on 14 systems to determine actual water savings for the 12-month contract period. These targets may change based on workload priority; however, the total number of evaluations shall be at least 140 for the 12-month period. These services include:
 1. Irrigation Water Management - System Operation.
 - A. Inspection of sprinkler heads and coverage pattern
 - B. Lawn and plant types/landscape features
 - C. Soil type and water penetration determination
 - D. Rooting depth
 - E. Rate of water application
 - F. Water conservation recommendations
 - G. Discussion of water conserving devices
 - H. Estimation of potential water savings
 - I. Estimation of immediate actual water savings
 2. Water Quality.
 - A. Total salts (TDS).
 3. Evaluation Report.
 - A. Summary of evaluations
 - B. Recommendations
 4. The MIL shall perform public education services approximately twenty percent (20%) of its time. This may include activities in connection with preparation and delivery of water conservation presentations to community groups and events including, but not limited to, schools, civic groups, and community events such as fairs, festivals, etc. Monthly reports shall provide information which details accomplishments and services provided and shall be documented as component of the monthly reports in advance (as listed below) delivered to the District and the County. The MIL shall present the date on conservation education describing the type of presentation, number of people attending, date and location. The data shall be submitted in table form in the quarterly reports. See Attachment "B" Report Format.

5. Follow Up Evaluations.
 - A. To determine if recommendations have been implemented and if additional assistance is needed
 - B. To estimate water savings
6. Monthly Evaluation Report.
 - A. Summary of evaluation
 - B. Recommendations
 - C. Follow-up reports
 - D. Public education reports

II. Budget.

Period: October 1, 2005 through September 30, 2006

Lab: Lee SWCD MIL

Cost Reimbursement: \$44,560.00

Payment will be made monthly for one-twelfth the agreed total and upon receipt of a properly certified invoice and backup documentation, including monthly reports indicating accomplishment in accordance with the task deliverable schedule.

III. Other.

The MIL will provide monthly reports to the County detailing accomplishments and services provided.

The County shall provide training and coordination of MIL activities, and insure that MIL activities are in accordance with County standards and procedures.

IV. Task/Deliverable Schedule.

Within 90 days:

1. Completed evaluations of 31 sites
2. Follow-up evaluations on four sites
3. Three monthly reports to Lee County detailing accomplishments and services provided

Within 180 days:

1. Completed evaluations of 63 sites
2. Follow-up evaluations on seven sites
3. Six monthly reports to Lee County detailing accomplishments and services provided

Within 270 days:

1. Completed evaluations of 94 sites
2. Follow-up evaluations on eleven sites
3. Nine monthly reports to Lee County detailing accomplishments and services provided

Within 360 days:

1. Completed evaluations of 126 sites
2. Follow-up evaluations on fourteen sites
3. Twelve monthly reports to Lee County detailing accomplishments and services provided

What is an Urban MIL?

The Urban Mobile Irrigation Lab (MIL) was developed to help people conserve water, particularly in fast growing, urban areas of the State. As urban populations increase dramatically in Florida, so do the pressures on water resources. Residents



face the possibility of new regulations, greater restrictions, and increased costs of water usage every year; therefore; conserving water and protecting water quality are two top priorities in Florida.

The MIL is a service that provides on-site evaluations of individual irrigation systems. Upon request, MIL technicians take samples of the soil to determine the moisture level and rooting depths in a home owner's lawn. They also take

The MIL operator takes soil cores from different points in the lawn. He shows a homeowner just how much moisture is in the soil.



water measurements from individual irrigation systems to determine the uniformity of water distribution. After all the information is collected, MIL operators use it to identify problems and work with home owners to solve them. Through this service, home owners learn to use water more efficiently.

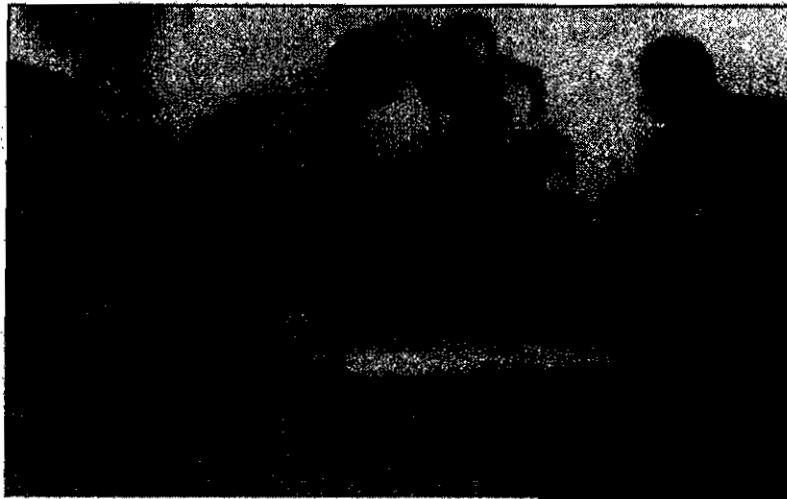
Technicians determine whether water is applied uniformly and keep careful records of all information collected on site.



What are the Benefits?

Water conservation benefits the environment and the economy. The MIL helps urban residents conserve water voluntarily. Most people don't intentionally over-water—they recognize that it is a costly waste of a precious resource. However, people may not realize that over-watering is a potential threat to water quality. Excessive water may cause fertilizers and pesticides to

For More Information—Contact your local Natural Resources Conserva



leach into the ground water. MIL technicians show home owners how to schedule lawn and landscape irrigation to avoid over-watering. Proper irrigation helps people conserve water, save money, and protect water quality.

With technical help, this home owner designs an irrigation system to meet the needs of his lawn and to conserve water in the process.

Things You Can Do

- Recognize and correct obvious problems
- Learn your lawn's specific water requirements
- Properly manage the timing of irrigation
- Comply with your local water use regulations

tion Service or your local Soil and Water Conservation District.

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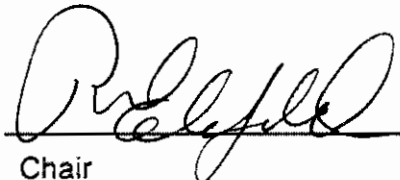
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**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

BY: _____
Chair

APPROVED AS TO FORM:

BY: _____
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