



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

February 3, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**IMPLEMENTATION AND ADMINISTRATION OF WATER
CONSERVATION BEST MANAGEMENT PRACTICES
SUPERVISORIAL DISTRICTS 3, 4, AND 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY WATERWORKS DISTRICTS:**

1. Find that the contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Award and delegate authority to the Acting Director of Public Works to execute the contract for "Implementation and Administration of Water Conservation Best Management Practices" to WaterWise Consulting, Incorporated, located in Sylmar, California. This contract, in the annual sum of \$371,325, will be for a period of one year, commencing upon Board approval and execution by the parties, with three 1-year renewal options, not to exceed a total contract period of four years.
3. Delegate authority to the Acting Director/Director to renew this contract for the additional renewal options, if, in the opinion of the Acting Director/Director, renewal is warranted; or to terminate this contract, if, in the opinion of the Acting Director/Director, it is in the best interest of the County to do so.

4. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to assist the Los Angeles County Waterworks Districts in implementing Water Conservation Best Management Practices (BMPs) required by the California Urban Water Conservation Council in the Memorandum of Understanding (MOU) regarding Urban Water Conservation in California. The MOU requires implementation of 14 BMPs by December 31, 2008. Pursuant to the requirements of the MOU, this contract is for implementation and management of six of the 14 BMPs for Waterworks District No. 21, Kagel Canyon; District No. 29, Malibu and Marina del Rey; District No. 36, Val Verde; District No. 37, Acton; and District No. 40, Antelope Valley. During the first year of this contract, we will only implement the six BMPs in Waterworks District 40, Antelope Valley and District 29, Malibu because these Districts are large and will require longer time for the implementation of the BMPs.

The contractor is to provide all services necessary to meet the requirements of the MOU which include, but are not limited to the implementation and administration of water conservation BMP programs; the evaluation of water savings; and the management of a water savings database. This contract will also develop and implement a comprehensive public education campaign to promote water conservation, use of energy-efficient appliances, and water-wise gardening. The Waterworks Districts' customers will be informed of the availability of rebates for installation of water-flow reduction devices. The audience for the public education campaign will include all of the Waterworks Districts' customers, local community leaders and elected officials, local media, local businesses, and other community organizations/agencies.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Fiscal Responsibility and Organizational Effectiveness. This contract will improve internal operations through the utilization of the contractor's expertise to effectively provide these services in a timely, responsive, and professional manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount of \$371,325, which represents our estimated cost for these services based on the contractor's quoted task prices. This contract will be effective upon execution by the Acting Director and execution by the parties, for a one-year period. With the Board's delegated authority, the Acting Director/Director may renew this contract annually for a total contract period not to exceed four years. In any

event, this contract may be canceled or terminated at any time by the County, without cause, upon giving of at least 30 days' written notice to the contractor.

Funds for these services for the first year are available in the Fiscal Year 2004-05 Waterworks District No. 40, Antelope Valley, and District No. 29, Malibu General Fund budgets. Funds for the renewal option years will be available in Waterworks District No. 21, Kagel Canyon General Fund; District No. 29, Malibu General Fund; Marina del Rey Water System General Fund; District No. 36, Val Verde General Fund; District No. 37, Acton General Fund; and District No. 40, Antelope Valley General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Prior to the Acting Director executing this contract, which is substantially reflected in Enclosure A, the contractor will sign. County Counsel has reviewed this contract.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the CEQA as specified in Appendix G, Class 6 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

CONTRACTING PROCESS

On September 28, 2004, Public Works solicited proposals from 250 independent contractors and community business enterprises to accomplish this work. Also, a notice of Request for Proposals (RFP) was placed on the County's bid website (Enclosure B) and an advertisement was placed in the Los Angeles Times.

On October 20, 2004, two proposals were received. The proposals were first reviewed to ensure they met the mandatory requirements outlined in the RFP. Having met the initial requirements, these proposals were then evaluated by an evaluation committee consisting of Public Works staff. The committee's evaluation was based on criteria described in the RFP which included price, references, experience, financial resources, and work plan. Based on this evaluation, it is recommended that this contract be awarded to the most responsive and responsible proposer, WaterWise Consulting, Inc., located in Sylmar, California.

Enclosure C reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

The Honorable Board of Supervisors
February 3, 2005
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This contract contains terms and conditions supporting Board-sponsored policies such as contractor responsibility and debarment, jury service requirements, Safely Surrendered Baby Law, and the County Protest Policy.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the contractor before any work is started. As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

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Enc. 3

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR
IMPLEMENTATION AND ADMINISTRATION OF WATER CONSERVATION
BEST MANAGEMENT PRACTICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2005, by and between the County of Los Angeles Board of Supervisors, acting as the governing body of the Los Angeles County Waterworks Districts, hereinafter referred to as "District," and WaterWise Consulting, Incorporated, a California corporation, hereinafter referred to as "Contractor."

WITNESSETH:

FIRST: The Contractor, for the consideration hereinafter set forth and the acceptance by the District's governing body of the Contractor's Proposal filed with the District on October 20, 2004, hereby agrees to provide services as described in the attached specifications for Implementation and Administration of Water Conservation Best Management Practices, including but not limited to Exhibit A, Scope of Work.

SECOND: This Agreement, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Memorandum of Understanding Regarding Urban Water Conservation in California; Exhibit F, Delivery Schedule; Addenda to the Request for Proposals; and the Contractor's Proposal, all attached hereto, are incorporated herein, and are agreed by the District and the Contractor to constitute an integral part of the Contract documents.

THIRD: The District agrees, in consideration of performance of the foregoing services in strict accordance with the Contract specifications to the satisfaction of the Director of Public Works, to pay the Contractor in accordance with the Schedule of Prices set forth in the Proposal and attached hereto as Form PW-2, an annual amount of \$371,325, or such greater amount as the Board may approve (the "Maximum Contract Sum.")

FOURTH: This Contract's term shall commence upon Board approval, the Director's execution of this Contract, and Public Works' issuance of the Notice to Proceed for a term of one year. This Contract may be renewed annually, not to exceed a total contract period of four years. This Contract may be canceled or terminated at any time by the District without cause upon the giving of at least 30 days' written notice to the Contractor.

FIFTH: Public Works will make payment to the Contractor within 30 days of delivery and acceptance of the deliverable and receipt of a properly completed invoice. Each invoice shall be in triplicate (original and two copies) and shall itemize the work delivered. The invoices shall be submitted to:

County of Los Angeles
Department of Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SIXTH: In no event shall the aggregate total amount of compensation paid to the Contractor exceed the amount of compensation authorized by the Board.

SEVENTH: The Contractor understands and agrees that only the designated Public Works Contract Manager is authorized to request or order work under this Contract. The Contractor acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the Contractor earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

EIGHTH: The Contractor shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. Contractor shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the Contractor's paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the Contractor shall immediately notify the Contract Manager in writing.

NINTH: The Contractor shall have no claim against the District for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the District and shall immediately repay all such funds to the District. Payment by the District for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the District's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

TENTH: No cost-of-living adjustments shall be granted during the life of this Contract.

ELEVENTH: In the event that terms and conditions which may be listed in the Contractor's proposal conflict with the District's specifications, requirements, terms and conditions herein, the District's provisions shall control and be binding.

TWELFTH: The Contractor agrees in strict accordance with the Contract specifications and conditions to meet the District's requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the District and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

IN WITNESS WHEREOF, the District has, by order of its governing body, caused these presents to be subscribed by the Acting Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY WATERWORKS DISTRICTS

By _____
Acting Director of Public Works

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

WATERWISE CONSULTING, INCORPORATED

By _____
Armando Salas, President

By _____
Jeremy Johnson, Secretary

SCOPE OF WORK**IMPLEMENTATION AND ADMINISTRATION OF WATER
CONSERVATION BEST MANAGEMENT PRACTICES****A. Public Works' Contract Manager**

Public Works' Contract Manager will be Ms. Denise Noble of Waterworks & Sewer Maintenance Division, who may be contacted at (626) 300-3364, e-mail address: dnoble@ladpw.org, Monday through Thursday, 7 a.m. to 5 p.m. The Public Works Contract Manager is the person assigned by the Director of Public Works to oversee, direct, and coordinate this project and act as liaison to the other County departments and agencies. The Contract Manager is the only person authorized by Public Works to request work of the Contractor. From time to time, Public Works may change the Contract Manager. The Contractor will be notified in writing when there is a change in Contract Manager.

B. Background

The purpose of the Contract is to assist the Los Angeles County Waterworks Districts (District) in implementing Water Conservation Best Management Practices (BMPs) required by the California Urban Water Conservation Council (CUWCC) in the Memorandum of Understanding (MOU) regarding Urban Water Conservation in California. A copy of the MOU is included for reference as Exhibit E. The MOU requires implementation of 14 BMPs by December 31, 2008. This Contract is for implementation and management of six of them:

1. Waterworks District No. 21, Kagel Canyon;
2. District No. 29, Malibu;
3. Marina del Rey Water System;
4. District No. 36, Val Verde;
5. District No. 37, Acton; and
6. District No. 40, Antelope Valley.

C. Work Overview

This Contract is for the development and implementation of a comprehensive public education campaign to inform the public of the availability of rebates for installation of water-flow reduction devices. The audience for the campaign will include County property owners and residents, local community leaders and elected officials, local media, local businesses, and other community organizations/agencies.

Consultant shall provide all services necessary to meet the requirements of the MOU which include but are not limited to the implementation and administration

of water conservation BMP programs; the evaluation of water savings; and the management of a water savings database.

D. Work Schedule

The Consultant shall submit a schedule for review and approval by the District within five working days after the date of the notice to proceed. The schedule shall be prepared to complete the appropriate tasks required to meet the implementation schedule deadlines specified in Exhibit E, Memorandum of Understanding regarding Urban Water Conservation in California, as well as in Exhibit F, Delivery Schedule.

E. Biweekly Status Report

The Contractor shall submit a biweekly status report of the data collected to verify that the work is on Public Works' approved schedule.

F. Utilities

The County will not provide utilities.

G. Storage Facilities

The County will not provide storage facilities for the Contractor.

H. Special Safety Requirements

Consultant shall be expected to observe all applicable State of California Occupational Safety and Health Administration (CalOSHA) and Public Works safety requirements while at Public Works' jobsites.

I. Responsibilities of the Contractor

Under this contract, the contractor shall:

Task A – BMP 1, Water Survey Programs for single-family residential and multi-family residential customers and BMP 2, Residential Plumbing Retrofit.

The Consultant shall conduct water use surveys for single-family residential and multi-family residential customers.

- a) Consultant shall provide a contact individual who will receive and answer any inquiries from customers by telephone or e-mail regarding the residential water use surveys.

- b) Consultant shall schedule water use surveys for customers who request them. It can be assumed that most of the surveys shall be conducted during weekends and last approximately 1 1/2 hours.
- c) Consultant shall conduct surveys for a minimum of 20 percent of single-family residential accounts and 20 percent of multi-family residential accounts by December 2008. The number of surveys to be conducted in each District are as follows:
 - i. District No. 21, Kagel Canyon, will have 48 single-family residential surveys.
 - ii. District No. 29, Malibu, and Marina del Rey Water System, will have 1,340 single-family residential surveys and 18 multi-family residential surveys.
 - iii. District No. 36, Val Verde, will have 150 single-family residential surveys and 1 multi-family residential survey.
 - iv. District No. 37, Acton, will have 187 single-family residential surveys and 2 multi-family residential surveys.
 - v. District No. 40, Antelope Valley, will have 7,181 single-family residential surveys and 200 multi-family residential surveys.
- d) Surveys will require a site visit and shall consist of collecting data on both indoor and outdoor water use. Each survey will include, but not be limited to, the following:
 - i. Verifying customer name, address, account number, and phone number;
 - ii. Determining the approximate year residence was constructed;
 - iii. Checking for leaks in all toilets, faucets, and spigots by observation, distributing new toilet flappers (provided by the District) for leaking toilets, explaining to customers how to replace washers in faucets and spigots, and recording the number of leaks observed;
 - iv. If leaks are corrected after they are identified, the Consultant will record all corrected leaks per residence;
 - v. Measuring all showerhead and sink flow rates, and offering to replace or install shower heads (max of one per home

- provided by the District) or sink aerators with low-flow devices, as appropriate;
- vi. Checking toilet tank volumes and offering to install displacement devices (provided by the District), or directing customers to the Ultra-Low-Flush-Toilet (ULFT) replacement program, as appropriate;
 - vii. Distributing ULFT and high efficiency washing machine rebate materials and a vendor list, as necessary, to customers with high volume toilets or low efficiency washing machines;
 - viii. Obtaining the number of residents, the number of showers taken per week, the average length of showers, and the number of loads of laundry done per week per household;
 - ix. Determining whether the resident has a warm season or cool season lawn, the type of soil, and the appropriate application rate to irrigate the lawn;
 - x. Observing outdoor irrigation systems to check for sufficient coverage and overspray and checking timers for appropriate watering schedule;
 - xi. Measuring total outdoor landscaped area and observing and recording the types of plant material and the area of coverage for each;
 - xii. Reviewing or developing customer irrigation schedules and assisting customers in setting their irrigation controllers (impressing upon customers the benefits of irrigating in the early morning hours);
 - xiii. Entering the information from items i-xii into a database provided by Public Works that will also estimate each customer's normal monthly water use and total potential water and cost savings, and providing customers with a printout displaying the results and water saving recommendations for their residence; and
 - xiv. Creating and distributing manuals on how customers can conduct future surveys on their own.
- e) Consultant shall submit to the District, on a monthly basis, an updated electronic copy of the database via email, ftp site, or CD.

- f) Consultant shall request by phone or email the appropriate number of toilet flappers, toilet displacement devices, low-flow shower heads, faucet aerators, manuals, and any additional pamphlets needed for the following month during the first week of the month and shall be responsible for picking these supplies up from the Districts office in Lancaster, Monday through Friday, 9:00 a.m. to 3:00 p.m.
- g) Consultant shall be paid on a per-150 surveys completed basis.

Task B – BMP 5, Large Landscape Conservation Programs and Incentives

The Consultant shall assist the District in providing non-residential customers with support and incentives to improve their landscape water use efficiency. The District has a total of 714 large landscape customers (District No. 21, 1; District No. 29, 110; District No. 36, 5; District No. 37, 4; and District No. 40, 594).

- a) District shall provide Consultant with a database of all large landscape customers with dedicated irrigation meters. This database will include each customer's name, address, account number, phone number, and annual water use for the previous year.
- b) Surveys will be provided to customers on a voluntary basis. Consultant shall contact customers with dedicated irrigation meters by phone or mail to determine whether an on-site survey is desired. Consultant shall schedule all appointments to conduct water use surveys. These surveys shall be conducted, for the most part, during normal working hours and last approximately one hour.
- c) Surveys shall include, but not be limited to, the following:
 - i. Determine landscaped areas of each type of vegetation and entire irrigable area, and record each in the database.
 - ii. Determine the water application rate for each irrigated area from the existing irrigation schedule and record this value in the database.
 - iii. Review the customer's landscape maintenance procedures or contract to verify that maintenance personnel regularly check for broken sprinkler heads, set the irrigation program in the control box, adjust application rates based on the time of year or weather, and monitor sprinklers to prevent

- overspray and over-watering. Record the frequency that these tasks are performed in the database.
- iv. Based on the information obtained, make recommendations to improve current maintenance procedures or contract and record these recommendations in the database.
 - v. Determine an appropriate irrigation rate and schedule for each irrigated area based on the type of vegetation and soil. Record these recommended rates and schedules in the database.
- d) Using the database and annual information obtained, the Consultant shall determine an appropriate water budget for each customer.
 - e) Consultant shall provide to each surveyed customer a report generated by the database detailing the recommended maintenance improvements, recommended water application rates and schedules on a monthly basis for an entire year, and recommended water budget. The report shall also document the potential water and cost savings per year based on the volume of water the customer used during a previous year. Consultant shall also provide each customer with informational material supplied by the District on methods to conserve water.
 - f) Consultant shall submit to the District, on a monthly basis, an updated electronic copy of the database via email, ftp site, or CD.
 - g) Consultant shall report to the District via email, on a monthly basis, the number of dedicated irrigation meter customers contacted, number of water budgets set, number of surveys offered, and number of surveys rejected.
 - h) Consultant shall be paid on a per-30 surveys conducted basis.
 - i) Consultant shall prepare and provide to customers as appropriate, informational material regarding evapotranspiration or moisture sensitive irrigation system controls, and explain to customers the benefits of installing such a system at appropriate locations.

Task C – BMP 6, High-Efficiency Washing Machine Rebate Programs

The Consultant shall assist the District in implementing a rebate program for high-efficiency washing machines for District Nos. 21, 37, and 40.

- a) Consultant shall create and duplicate flyers for high-efficiency washing machine rebates. The flyers should include information on rebates available to our customers through existing programs for District Nos. 29 and 36 offered by the wholesale water agency in that area and rebates available to our customers for District Nos. 21, 37, and 40 through this program offered by District. The format and content of the flyer shall be reviewed and approved by the District. The flyer shall contain consultant's phone number and address for customers to request an application.
- b) Consultant shall distribute flyers for rebates to customers during site visits conducted as part of Task A and audits who expresses interest.
- c) Consultant shall prepare a list of high-efficiency washing machine vendors. Consultant shall submit the list to District and notify the District in the event that additional high-efficiency washing machine vendors are identified during the term of the contract.
- d) Consultant shall create applications for high-efficiency washing machine rebates and provide the District with an electronic copy. Applications will be provided to the customer upon request. The application shall include, but not be limited to, the following information:
 - i. Name, address, and phone number of customer.
 - ii. Date and expiration of application.
 - iii. Customer's Waterworks District account number.
 - iv. Make and model of the high-efficiency washing machine.
 - v. The water factor value for the high-efficiency washing machine purchased.
 - vi. Start date and expiration date of rebate program. The high-efficiency washing machine must be purchased within this timeframe.
 - vii. A condition that the Consultant or District has the right to verify the installed appliance at their residence.
 - viii. Customer protection statements regarding use of their information.

- ix. A requirement that the customer must provide an original copy of a receipt indicating the store where the high-efficiency washing machine was purchased, purchase price, business license, and date of transaction.
 - x. A line or check box to indicate if the water bill is paid by the property owner or tenant.
 - xi. A section indicating how the customer will receive the rebate. A credit will be given to the customer through the water bill. If a tenant pays the water bill and the homeowner is requesting the rebate, a check will be issued by the consultant to the customer. The District will then reimburse the Consultant.
 - xii. Address and phone number of Consultant.
- e) Consultant shall receive all completed applications for rebates from customers, verify the proof of purchase, and conduct follow-up calls with customers to verify installation.
 - f) Consultant shall record in a simple Microsoft Excel spreadsheet all of the information from the application of customers who were approved to receive rebates. Consultant shall email updated versions of this spreadsheet to the District monthly.
 - g) Rebates shall be limited to 200 customers per year for the term of the contract.

Task D – BMP 9, Conservation Programs for Commercial, Industrial, and Institutional (CII) Accounts

The Consultant shall assist the District in its efforts to reduce total annual water use for CII customers by an amount equal to 10 percent of the baseline use of CII customers in each of the Districts' service areas by December 2008. Baseline use is defined as the use by CII customers in 1997. The following is the District's number of accounts and water use for the baseline year, 1997: District No. 21: 0 accounts, 0 acre-feet water use; District No. 29, 152 accounts, 426 acre-feet water use; District No. 36, 0 accounts, 0 acre-feet water use; District No. 37, 31 accounts, 20 acre-feet water use; and District No. 40, 1,425 accounts, 4,985 acre-feet water use.

- a) The District shall identify and rank all CII customers according to water usage and water savings potential. The District will provide a prioritized list of customers to Consultant. This list will include property owners, contact information, and type of facility.

- b) Consultant shall contact CII customers by phone in order of priority to request voluntary participation in an on-site CII water use survey. The consultant shall maintain a phone log to record the contact at each location, whether a survey was requested, and the date the survey was conducted.
- c) Consultant shall schedule site visits for CII customers, in order of priority established by the District, who are willing to participate in water use surveys. Each customer shall be provided with the evaluation results and water saving recommendations. Surveys shall include, but not be limited to, the following:
 - i. Recording the number of toilets in the facility and the number that are ULFT, waterless urinals, or dual flush.
 - ii. Recording the number of clothes washing machines in the facility and the number that are not high-efficiency.
 - iii. Recording the number of dishwashing stations in the facility and the number of pre-rinse spray valves installed.
 - iv. Recording the number of sinks in the facility and whether they are equipped with aerators.
 - v. Observing and recording other water demanding procedures undertaken by the individual customer.
- d) Consultant shall recommend in their proposal a strategy to target and market dedicated landscape meters to appropriate CII customers and shall implement this strategy as part of the contract.
- e) Consultant shall distribute information and vendor information concerning high-efficiency washing machines, ULFTs, waterless urinals, faucet aerators, pre-rinse spray valves and dual flush toilets to customers during site visits, as appropriate.
- f) Consultant shall prepare and distribute information on the incentives and payback period for the above recommended high-efficiency measures to customers during site visits.
- g) Within one year of a completed survey, Consultant shall follow-up via phone or site visit with the customer regarding facility water use and water saving improvements.

- h) Consultant shall track the number of CII customers offered a water use survey, the number of surveys completed, the type and number of water saving recommendations, and the estimated reduction in annual water use for each customer in a database, and send monthly progress reports of this information to the District.

Task E – BMP 14, Residential ULFT Replacement Programs

The Consultant shall assist the District in implementing a rebate program for ULFTs in single, and multi-family residences for District Nos. 21, 37, and 40.

- a) Consultant shall create and duplicate flyers for ULFT rebates. The flyers should include information on rebates available to our customers through existing programs for District Nos. 29 and 36 offered by the wholesale water agency in that area and rebates available to our customers for District Nos. 21, 37, and 40 offered by the District. This flyer shall be combined with the high-efficiency washing machine rebate program flyer in Task C and shall be reviewed and approved by the District.
- b) Consultant shall distribute flyers for rebates to customers during site visits conducted as part of Task A and audits who express interest.
- c) Consultant shall create applications for ULFT rebates and provide the District with an electronic copy. The application shall include, but not be limited to the following information:
 - i. Name, address, and phone number of customer.
 - ii. Date and expiration of application.
 - iii. Customer's Waterworks District account number.
 - iv. Make and model of the ULFT.
 - v. The water factor value for the ULFT.
 - vi. Start date and expiration date of rebate program. The ULFT must be purchased within this timeframe.
 - vii. A condition that the Consultant or District has the right to verify the installed appliance at their residence.
 - viii. Customer protection statements regarding use of their information.

- ix. A requirement that the customer must provide an original copy of a receipt indicating the store where the ULFT was purchased, purchase price, business license, and date of transaction.
 - x. A line or check box to indicate if the water bill is paid by the property owner or tenant.
 - xi. A condition indicating that the house must be built before 1992.
 - xii. A section indicating how the customer will receive the rebate. A credit will be given to the customer through the water bill. If a tenant pays the water bill and the homeowner is requesting the rebate, a check will be issued by the consultant to the customer. The District will then reimburse the consultant.
 - xiii. Address and phone number of Consultant.
- d) Consultant shall receive all completed applications for rebates from customers, verify the proof of purchase, and conduct follow-up calls or site visits with customers to verify installation.
 - e) Consultant shall record in a simple Microsoft Excel spreadsheet all of the information from the application of customers who were approved to receive rebates. Consultant shall email updated versions of this spreadsheet to the District monthly.
 - f) Rebates shall be limited to 200 customers per year for the term of the contract.

Task F – Consultant shall conduct quarterly meetings with District representatives at District's office, and send monthly progress reports with an updated schedule to District.

J. Responsibilities of Public Works

Public Works will provide access to all relevant data in its possession. However, the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of any information supplied. The Consultant shall be responsible for evaluation of all information supplied by Public Works.

Public Works will provide Consultant with a database of all large landscape customers with dedicated irrigation meters.

Public Works will provide Consultant with a database of prioritized CII customers.

Public Works will provide Consultant with new toilet flappers, low flow devices for shower heads and sink aerators, and toilet tank displacement devices for customers (BMP 1).

Public Works will provide Consultant a database that will estimate each customer's normal monthly water use and total potential water and cost savings to be utilized for customer surveys in BMP1.

SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Headings

The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

B. Definitions

Whenever in the Request for Proposals, Contract, Specifications, Terms, Requirements, and Conditions the following terms are used, the intent and meaning shall be interpreted as follows:

Board. The Board of Supervisors of the County of Los Angeles and Ex-Officio Board of Supervisors of the Los Angeles County Flood Control District.

Contract. The written agreement covering the performance of the service and the furnishing of labor, materials, supervision, and equipment in the performance of the service. The Contract shall include the Specifications, together with any special provisions thereof. Included are all supplemental agreements amending or extending the service to be performed which may be required to supply acceptable services specified herein.

Contractor. The person or persons, partnership, joint venture, corporation or other entity who has entered into an agreement with the County to perform or execute the work covered by these Specifications.

Contract Work, Work. The entire contemplated work of construction, maintenance, and repair to be performed and services rendered as prescribed in the Specifications and covered by this Contract.

County. Includes County of Los Angeles, County of Los Angeles Department of Public Works, Los Angeles County Flood Control District, Los Angeles County Road Department, and/or Los Angeles County Engineer.

Director. The Director of Public Works, County of Los Angeles, as used herein, includes the Road Commissioner, County of Los Angeles; County Engineer, County of Los Angeles; Chief Engineer, Los Angeles County Flood Control District; and/or their authorized representative(s).

District. Los Angeles County Flood Control District, County of Los Angeles Department of Public Works, County of Los Angeles Sewer Maintenance Districts, and/or County of Los Angeles Waterworks Districts.

Proposal. The written instrument which a Contractor submitted in conformance with the solicitation document (Request for Proposals).

Proposer. Any individual, firm or corporation submitting a priced Proposal for the work, acting directly or through a duly authorized representative.

Public Works. County of Los Angeles Department of Public Works.

Solicitation. Request for Proposals or Request for Quotation.

Specifications. The directions, provisions, and requirements contained herein, as supplemented by such special provisions as may be necessary pertaining to method, manner, and place of performing the work under this Contract.

Subcontract. An agreement to employ a Subcontractor; to employ or agree to employ a Subcontractor.

Subcontractor. Persons, companies, corporations, or other entities furnishing supplies, services of any nature, equipment, or materials to the Contractor, at any tier under oral or written agreement.

C. Director to Interpret Contract

Should there be any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or should any misunderstanding arise as to the interpretation to be placed upon any position hereof or the applicability of the provisions hereunder, the Director will be consulted. The Director's decision thereon will be final and conclusive.

SECTION 2

GENERAL CONDITIONS OF CONTRACT WORK

A. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to Public Works. Any such person shall be reassigned immediately and not again employed on Public Works projects.

B. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

C. Cooperation

The Contractor shall cooperate with Public Works forces engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Director.

D. Care and Protection of Facilities

The Contractor shall recognize that any damage to Public Works' facilities from Contractor negligence shall, to Public Works' satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of Public Works facilities in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

E. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

F. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

G. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves.

All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

H. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Director. The Director will be supported by other Public Works personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

I. Authority of Public Works and Inspection

The Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Director will be final.

J. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

K. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing work at Public Works' jobsites.

L. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Director's approval.

M. Transportation

Public Works will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

N. Storage of Material and Equipment

The Contractor shall not store material or equipment at the jobsite, except as might be specifically outlined in other sections. Public Works will not be liable or

responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

O. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

P. Recycled-Content Paper Products

Consistent with Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible under this Contract.

Q. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the County's acceptance of liquidated damages shall be construed to waive the County's right to reimbursement for damage to its property or indemnification against third-party claims.
2. The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:
 - All the time limits and acts required to be done by both parties are of the essence of the Contract;
 - The parties are both experienced in performance of the Contract work;
 - The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the County is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;

- The parties are not under any compulsion to contract;
 - The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and willingness to be bound as part of the consideration being offered to the County for the award of the Contract;
 - It would be difficult for the County to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
 - The liquidated sums specified represent a fair approximation of the damages incurred by the County resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.
3. The Contractor shall pay Public Works, or Public Works may withhold from monies due the Contractor, liquidated damages in the sum of \$100 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

SECTION 3

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT
ADMINISTRATION

A. Limitation of the County's Obligation Due to Non-appropriation of Funds

1. The County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
2. All funds for payments after June 30 of the current fiscal year are subject to the County's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action.
3. In the event this Contract extends into succeeding fiscal year periods, and if the governing body appropriating the funds does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected equipment and/or work shall be terminated as of June 30 of the then current fiscal year. The County shall notify the Contractor in writing of such nonallocation at the earliest possible date.

B. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without Public Works' prior written approval in accordance with Section 3.U, Changes and Amendments of Terms, such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the County.

C. No Payment for Services Following Expiration or Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

D. Nondiscrimination in Employment

1. The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following:

employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

2. The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.
3. The Contractor shall allow the County representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the County.
4. If the County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend this Contract. While the County reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the antidiscrimination provisions of this Contract.
5. The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the County shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

E. Assignment

1. The Contractor may not delegate its duties or assign its rights under this Contract, either in whole or in part, without the prior written consent of the Director. Any prohibited delegation of duties or assignment of rights under this Contract shall be null and void and shall constitute a breach for which the Contract may be terminated. Any payments to any assignee of any claim under this Contract in consequence of such consent shall be subject to set-off, recoupment, or other reduction for any claim which the County may have.
2. Any delegation of duties or assignment of rights, including but not limited to a merger, acquisition, asset sale and the like, shall be in the form of a subcontract or formal assignment, as applicable. The Contractor's request to the Director for approval of an assignment shall include all applicable information that must be submitted with a request by the Contractor to the County for approval of a subcontract of the Contract work.

F. Subcontracting

1. No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.
2. In the event the County should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.
3. In the event the County should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."
4. Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.
5. No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

G. Contractor's Warranty of Adherence to County's Child Support Compliance Program

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with the employment and wage reporting requirements of the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and shall implement lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of

Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

H. Assurance of Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e(17), to the end that no person shall, on the grounds of race, creed, color, gender, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

I. Compliance with Laws

1. The Contractor agrees to comply with all applicable Federal, State, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.
2. The Contractor agrees to indemnify and hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of such laws, rules, regulations, or ordinances.

J. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from this Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

K. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

L. Termination for Improper Consideration

1. County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable

treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, County shall be entitled to pursue that same remedies against The Contractor as it could pursue in the event of default by the Contractor.

2. The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 554-6861. Such fraud may also be reported via e-mail to fraud@auditor.co.la.ca.us and by mail to Los Angeles County Fraud Hotline, 1000 South Fremont Avenue, Unit 51, Alhambra, CA 91803-4737.

M. Notice of Delay

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

N. Record Retention and Inspection

The Contractor agrees that the County or any duly authorized representative shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract. Such material, including all pertinent costs, accounting, financial records, and proprietary data, shall be kept and maintained by the Contractor, at a location in Los Angeles County, for a period of five years after completion of this Contract unless the County's written permission is given to dispose of material prior to the end of such period.

O. Validity

The invalidity in whole or in part of any provision of this Contract shall not void or affect the validity of any other provision.

P. Waiver

No waiver of a breach of any provision of this Contract by either party shall constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of either party to enforce at anytime or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

Q. Disclosure of Information

1. The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Contract within the following conditions:
2. The Contractor shall develop all publicity material in a professional manner.
3. During the course of performance of this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles using the name of the County without the prior written consent of the Chief Administrative Officer and County Counsel. The County shall not unreasonably withhold written consent and approval by the County may be assured in the event no adverse comments are received in writing within two weeks after submittal.
4. The Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded a Contract to provide these services, provided that the requirements of this Article shall apply.

R. Default and Termination

1. Default
 - a. The County may, subject to the provisions of subsection c (pertaining to defaults of subcontractors) below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - i. If the Contractor fails to perform the work within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 calendar days (or such longer period as the County may authorize in writing) after receipt of notice from the County specifying such failure.

- b. In the event the County terminates this Contract in whole or in part as provided in Subsection a above, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those so terminated, and the Contractor shall be liable to the County for any excess costs for such similar services, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of the Federal or State government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- d. If, after Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 3, Paragraph R.4, Termination for Convenience.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

2. Default for Insolvency

The County may cancel this Contract forthwith for default in the event of the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course

of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.

- b. The filing of a voluntary petition to have the Contractor declared bankrupt.
- c. The appointment of a Receiver or Trustee for the Contractor.
- d. The execution by the Contractor of an assignment for the benefits of creditors.
- e. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. Unsatisfactory Service

Public Works reserves the right to cancel these services upon giving 14 days' written notice if the work is deemed unsatisfactory in the Director's opinion.

4. Termination for Convenience

It is not the intent of the County to terminate this Contract before the completion of all items except for sound business reasons of which the County shall be the sole judge, however, and notwithstanding:

- a. The County reserves the right to renegotiate the terms of this Contract to reduce the Contractor's compensation in the event such reduction is necessary, in the sole discretion of the County, to achieve County budget reductions. Nothing in this paragraph is intended to diminish the County's right to terminate this Contract as provided herein.
- b. The County may at any time terminate this Contract, or any portion thereof, without liability (except as hereinafter provided) by delivering to the Contractor written notice specifying the desired termination date at least 30 days in advance thereof.
- c. If this Contract is terminated, the Contractor shall, within 30 days of the Notice of Termination, complete those items of work which are in various stages of completion which the Director determines are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by the Contractor under this Contract shall be delivered to the County upon request and shall become the property of the County.

5. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Requirements

Failure of the Contractor to maintain compliance with the requirements set forth in Section 3, Paragraph G of this Exhibit B shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of the Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate the Contract pursuant to Paragraph D1 "Default," of this Section 3, and debar the Contractor pursuant to County Code Chapter 2.202.

6. Termination Claim

- a. If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the County its termination claim.
- b. Subject to the provisions of the paragraph immediately below, the County and the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The County will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of work not terminated.
- c. Failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, based on information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County will pay the Contractor the amount so determined.

S. Notification

1. Notices desired or required to be given under these Specifications, Conditions, or Terms herein or any law now or hereafter in effect may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box, and any such notice and the envelope containing the same shall be addressed to the Contractor at its place of business, or such other place as may be hereinafter designated in writing by the Contractor. The notices and envelopes containing the same to the County shall be addressed to:

Chief Deputy Director
County of Los Angeles Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

In the event of suspension or termination of this Contract, notices may also be given upon personal delivery to any person whose actual knowledge of such suspension or termination would be sufficient notice to the Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if the Contractor is a partnership; or by the president, vice president, secretary or general manager, if the Contractor is a corporation; or by the managing agent regularly in charge of the work on behalf of said Contractor shall in any case be sufficient notice.

T. County Lobbyists

The Contractor certifies that it and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Contractor are familiar with the requirements of the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

U. Changes and Amendments of Terms

The County reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

1. For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Director and Contractor.
2. For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board and the Contractor.
3. To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, Public Works may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

V. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

W. Quantities of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the County.

X. County's Quality Assurance Plan

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy, if not corrected, will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

SECTION 4

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the County and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the County pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the County.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

B. Indemnification

The Contractor shall indemnify, defend, and hold harmless the County, its special districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Section 4, Paragraph B (above), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the County, its special districts, and its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the County, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the County. The County may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the County, including legal fees and staff costs, associated with any investigation or

enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense.
2. Evidence of Insurance - Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, prior to commencing work under this Contract. Such certificates or other evidence shall:
 - a. Specifically identify this Contract.
 - b. Clearly evidence all coverage required in this Contract.
 - c. Contain the express condition that the County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - d. Include copies of the additional insured endorsement to the commercial general liability and automobile policies, adding the County, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract.
 - e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insurance retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
3. Insurer Financial Rating - Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by the County.

4. Failure to Maintain Coverage - Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of contract upon which the County may immediately terminate or suspend the Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.
5. Notification of Incidents, Claims, or Suits - The Contractor shall report to the County's Contract Manager:
 - a. Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
 - b. Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.
 - c. Any injury to a Contractor's employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report."
 - d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to the Contractor under the terms of this Contract.

E. Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

F. Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all subcontractors performing services under this Contract meets the insurance requirements of this Contract by either:

1. Contractor providing evidence of insurance covering the activities of subcontractor; or
2. Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County

retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

G. Insurance Coverage Requirements

1. General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following (can be met by a combination of primary and excess insurance coverage):
 - a. General Aggregate: \$2 million
 - b. Products/Completed Operations Aggregate: \$1 million
 - c. Personal and Advertising Injury: \$1 million
 - d. Each Occurrence: \$1 million
2. Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "nonowned," and "hired" vehicles, or coverage for "any auto." (Can be met by a combination of primary and excess insurance coverage).
3. Workers' Compensation and Employers' Liability insurance providing Workers' Compensation benefits, as required by the Labor Code of the State of California, or by any other State for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act, or any other Federal law for which the Contractor is responsible.
4. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:
 - a. Each Accident: \$1 million
 - b. Disease - policy limit: \$1 million
 - c. Disease - each employee: \$1 million
5. As a condition precedent to its performance pursuant to this Contract, the Contractor, by and through its execution of this Contract, certifies that it is aware of, and understands, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability of Workers' Compensation or to undertake self-insurance in accordance with those provisions before commencing the performance of work under this Contract, and agrees to fully comply with said provisions.

6. Property Coverage insurance shall be endorsed naming the County as loss payee, provide deductibles of no greater than five percent of the property value, and shall include:
 - a. Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of County-owned or leased property.
 - b. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of County-owned or leased property.

SECTION 5

LABOR RELATIONS AND RESPONSIBILITIES

A. Labor Law Compliance

The Contractor, its agents and employees shall be bound by and shall comply with all applicable provisions of the Labor Code of the State of California, as well as all other applicable Federal, State, and local laws related to labor. The Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

B. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

C. Prohibition Against Use of Child Labor

1. The Contractor shall:

- a. Not knowingly sell or supply to the County any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;
- b. Upon request by the County, provide the country/countries of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the County; and
- c. Upon request by the County, provide to the County the manufacturer's certification of compliance with all international child labor conventions.
- d. Should the County discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the County are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

2. Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

D. Consideration of Hiring GAIN/GROW Employees

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any

such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by category to the Contractor.

E. Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Exhibit C).

F. Legal Status of Contractor's Personnel at Facility

Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to the Immigration Reform and Control Act of 1986 (PL. 99-603). The Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. The Contractor shall retain such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its officers and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

G. Consideration of Hiring County Employees Targeted for Layoffs

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the life of this Contract.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed Contract. It is the County's policy to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.
- C. The County may debar a contractor if the Board of Supervisors, in its discretion, finds that the Contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, Public Works will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to subcontractors of the Contractor.

SECTION 7

CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM

A. Contract Subject to Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employee deposit any fees received for such jury service with the Contractor or that the Contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If the Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when this Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that the Contractor demonstrate to the County's

satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate this Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

SECTION 8

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- D. If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).
- E. The above penalties shall also apply if the Contractor is no longer eligible for certification as a result of a change of its status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

SECTION 9

SAFELY SURRENDERED BABY LAW PROGRAM

A. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D to this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

B. Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

Department of the Treasury
Internal Revenue Service
Notice 1015

(Rev. December 2003)

**Have You Told Your Employees About the
Earned Income Credit (EIC)?**

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over \$2,600.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: *You are encouraged to notify each employee whose wages for 2003 are less than \$34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The **IRS Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2003 and owes no tax but is eligible for a credit of \$791, he or she must file a 2003 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15)**, Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

No shame. No blame. No names.

Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.



In Los Angeles County
1-877-BABY SAFE
1-877-222-9723
www.babysafe-la.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Crandford Johnson, Secretary

Department of Social Services
John Szymo, Director



Los Angeles County Board of Supervisors

Glenn Gilboa, Supervisor, First District

Swanne Bartholme, Supervisor, Second District

Ray Griesbach, Supervisor, Third District

Roni Gabler, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by the L.A. and N.E. L.M.S. of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborn within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 6:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gobernador
Agencia de Salud y Servicio Humano
Departamento de Servicios Sociales



Consejo de Supervisores del Condado de Los Angeles
Wanda Brannaman, Supervisor, Distrito 1
Michael A. Kelly, Supervisor, Distrito 2
Michael E. A. Rieuch, Supervisor, Distrito 3

Esta iniciativa también está apoyada por First 5 LA y UNICEF de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 26 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

MEMORANDUM OF UNDERSTANDING
REGARDING
URBAN WATER CONSERVATION
IN CALIFORNIA

As Amended March 10, 2004

**MEMORANDUM OF UNDERSTANDING REGARDING
URBAN WATER CONSERVATION IN CALIFORNIA**

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**MEMORANDUM OF UNDERSTANDING
REGARDING
URBAN WATER CONSERVATION
IN CALIFORNIA**

This Memorandum of Understanding Regarding Urban Water Conservation in California ("MOU") is made and entered into on the dates set forth below among the undersigned parties ("signatories"). The signatories represent urban water suppliers, public advocacy organizations and other interested groups as defined in Section 1 of this MOU.

AMENDED

**September, 1991
February 10, 1993
March 9, 1994
September 30, 1997
April 8, 1998
December 9, 1998 (By-Laws only)
September 16, 1999
September 21, 2000
March 14, 2001
December 11, 2002
March 10, 2004**

RECITALS

- A. The signatories to this MOU recognize that California's economy, quality of life and environment depend in large part upon the water resources of the State. The signatories also recognize the need to provide reliable urban water supplies and to protect the environment. Increasing demands for urban, agricultural and environmental water uses call for conservation and the elimination of waste as important elements in the overall management of water resources. Many organizations and groups in California have an interest in urban water conservation, and this MOU is intended to gain much needed consensus on a complex issue.
- B. The urban water conservation practices included in this MOU (referred to as "Best Management Practices" or "BMPs") are intended to reduce long-term urban demands from what they would have been without implementation of these practices and are in addition to programs which may be instituted during occasional water supply shortages.
- C. The combination of BMPs and urban growth, unless properly accounted for in water management planning, could make reductions in urban demands during short-term emergencies such as droughts or earthquakes more difficult to achieve. However, notwithstanding such difficulties, the signatory water suppliers will carry out the urban water conservation BMP process as described in this MOU.
- D. The signatories recognize that means other than urban water conservation may be needed to provide long-term reliability for urban water suppliers and long-term protection of the environment. However, the signatories may have differing views on what additional measures might be appropriate to provide for these needs. Accordingly, this MOU is not intended to address these issues.
- E. A major benefit of this MOU is to conserve water which could be used for the protection of streams, wetlands and estuaries and/or urban water supply reliability. This MOU leaves to other forums the issue of how conserved water will be used.
- F. It is the intent of this MOU that individual signatory water suppliers (1) develop comprehensive conservation BMP programs using sound economic criteria and (2) consider water conservation on an equal basis with other water management options.
- G. It is recognized that present urban water use throughout the State varies according to many factors including, but not limited to, climate, types of housing and landscaping, amounts and kinds of commercial, industrial and recreational development, and the extent to which conservation measures have already been implemented. It is further recognized that many of the BMPs identified in Exhibit 1 to this MOU have already been implemented in some areas and that even with broader employment of BMPs, future urban water use will continue to vary from area to area. Therefore, this MOU is not intended to establish uniform per capita water use allotments throughout the urban areas of the State. This MOU is also not intended to limit the amount or types of conservation a water supplier can pursue or to limit a water supplier's more rapid implementation of BMPs.
- H. It is recognized that projections of future water demand should include estimates of anticipated demand reductions due to changes in the real price of water.

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SECTION 1. DEFINITIONS

For purposes of this MOU, the following definitions apply:

1.1 **Best Management Practices.** A Best Management Practice ("BMP") means a policy, program, practice, rule, regulation or ordinance or the use of devices, equipment or facilities which meets either of the following criteria:

- (a) An established and generally accepted practice among water suppliers that results in more efficient use or conservation of water;
- (b) A practice for which sufficient data are available from existing water conservation projects to indicate that significant conservation or conservation related benefits can be achieved; that the practice is technically and economically reasonable and not environmentally or socially unacceptable; and that the practice is not otherwise unreasonable for most water suppliers to carry out.

Although the term "Best Management Practices" has been used in various statutes and regulations, the definitions and interpretations of that term in those statutes and regulations do not apply to this MOU. The term "Best Management Practices" or "BMPs" has an independent and special meaning in this MOU and is to be applied for purposes of this MOU only as defined above.

1.2 **Implementation.** "Implementation" means achieving and maintaining the staffing, funding, and in general, the priority levels necessary to achieve the level of activity called for in the descriptions of the various BMPs and to satisfy the commitment by the signatories to use good faith efforts to optimize savings from implementing BMPs as described in Section 4.4 of this MOU. Section B of Exhibit 1 to this MOU establishes the schedule for initial implementation of BMPs.

1.3 **Signatory Groups.** For purposes of this MOU, signatories will be divided into three groups as follows:

- (a) Group 1 will consist of water suppliers. A "water supplier" is defined as any entity, including a city, which delivers or supplies water for urban use at the wholesale or retail level.
- (b) Group 2 will consist of public advocacy organizations. A "public advocacy organization" is defined as a non profit organization:
 - (i) whose primary function is not the representation of trade, industrial, or utility entities, and
 - (ii) whose prime mission is the protection of the environment or who has a clear interest in advancing the BMP process.

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(c) Group 3 will consist of other interested groups. "Other interested groups" is defined as any other group which does not fall into one of the two groups above.

1.4 **California Urban Water Conservation Council.** The California Urban Water Conservation Council or "Council" will have responsibility for monitoring the implementation of this MOU and will be comprised of signatories to this MOU grouped according to the definitions in Section 1.3 above. The duties of the Council are set forth in Section 6 and in Exhibit 2 to this MOU.

SECTION 2. PURPOSES

2.1 **This MOU has two primary purposes:**

- (1) to expedite implementation of reasonable water conservation measures in urban areas; and
- (2) pursuant to Section 5 of this MOU, to establish assumptions for use in calculating estimates of reliable future water conservation savings resulting from proven and reasonable conservation measures. Estimates of reliable savings are the water conservation savings which can be achieved with a high degree of confidence in a given service area. The signatories have agreed upon the initial assumptions to be used in calculating estimates of reliable savings. These assumptions are included in Exhibit 1 to this MOU. It is probable that average savings achieved by water suppliers will exceed the estimates of reliable savings.

SECTION 3. LIMITS TO APPLICABILITY OF MOU

- 3.1 **Relationship Between Water Suppliers.** No rights, obligations or authorities between wholesale suppliers, retail agencies, cities or other water suppliers are created or expanded by this MOU. Moreover, wholesale water suppliers are not obligated to implement BMPs at the retail customer level except within their own retail service area, if any.
- 3.2 **Agriculture.** This MOU is intended to apply only to the delivery of water for domestic, municipal and industrial uses. This MOU is not intended to apply directly or indirectly to the use of water for irrigated agriculture.
- 3.3 **Reclamation.** The signatory water suppliers support the reclamation and reuse of wastewater wherever technically and economically reasonable and not environmentally or socially unacceptable, and agree to prepare feasibility studies on water reclamation for their respective service areas. However, this MOU does not apply to that aspect of water management, except where the use of reclaimed water may otherwise qualify as a BMP as defined above.
- 3.4 **Land Use Planning.** This MOU does not deal with the question of growth management. However, each signatory water supplier will inform all relevant land planning agencies at least annually of the impacts that planning decisions involving projected growth would have

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upon the reliability of its water supplies for the water supplier's service area and other areas being considered for annexation.

- 3.5 **Use of Conserved Water.** A major benefit of this MOU is to conserve water which could be used for the protection of streams, wetlands and estuaries and/or urban water supply reliability. This MOU leaves to other forums the issue of how conserved water will be used.

SECTION 4. IMPLEMENTATION OF BEST MANAGEMENT PRACTICES

- 4.1 **The Best Management Practices List, Schedule of Implementation and Assumptions.** Exhibit 1 to this MOU contains:

- (a) In Section A: A list identifying those practices which the signatories believe presently meet the definition of a BMP as set forth in Section 1.1 of this MOU.
- (b) In Section B: A schedule for implementing the BMPs to be followed by signatory water suppliers unless exempted under Section 4.5 of this MOU or an alternative schedule is prepared pursuant to Section 4.6 of this MOU.
- (c) In Section C: Coverage requirements for implementing BMPs. Coverage requirements are the expected level of implementation necessary to achieve full implementation of BMPs. Coverage requirements may be expressed either in terms of activity levels by water suppliers or as water savings achieved.
- (d) In Section D: Reporting Requirements for Documenting BMP Implementation. These requirements vary by BMP, are considered the minimum record keeping and reporting requirements for water suppliers to document BMP implementation levels, and will provide the basic data used evaluate BMP implementation progress by water suppliers.
- (e) In Section E: Criteria to determine BMP implementation status of water suppliers. These criteria will be used to evaluate BMP implementation progress. Evaluation criteria vary by BMP, and are derived from the implementation guidelines and schedules presented in Sections A, B, and C.
- (f) In Section F: Assumptions for use in developing estimates of reliable savings from the implementation of BMPs. Estimates of reliable savings are the water conservation savings which can be achieved with a high degree of confidence in a given service area. The estimate of reliable savings for each BMP depends upon the nature of the BMP and upon the amount of data available to evaluate potential savings. For some BMPs (e.g., public information) estimates of reliable savings may never be generated. For others, additional data may lead to significant changes in the estimate of reliable savings. It is probable that average savings achieved by water suppliers will exceed the estimates of reliable savings.
- (g) In Section G: A list of "Potential Best Management Practices" ("PBMPs"). PBMPs are possible conservation practices which have not been promoted to the BMP list.

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4.2 Initial BMPs, PBMPs, Schedules, and Estimates of Reliable Savings. The initial position of conservation practices on the BMP and PBMP lists, the initial schedule of implementation and study for the BMP list, the initial schedule of study for the PBMP list, and the initial estimates of reliable savings represent compromises by the signatories to move the process forward both for purposes of the present Bay/Delta proceedings as defined in Section 5 and to promote water conservation generally. The signatories agree that as more and better data are collected in the future, the lists, the schedules, and the estimates of reliable savings will be refined and revised based upon the most objective criteria available. However, the signatories agree that the measures included as initial BMPs in Section A of Exhibit 1 are economically justified on a statewide basis.

4.3 Future Revision of BMPs, PBMPs, Schedules, and Estimates of Reliable Savings. After the beginning of the initial term of the MOU as provided in Section 7.1, the California Urban Water Conservation Council ("Council") will, pursuant to Section 6 of this MOU and Exhibit 2, alter the composition of the BMP and PBMP lists, redefine individual BMPs, alter the schedules of implementation, and update the assumptions of reliable savings as more data becomes available. This dynamic BMP assessment process includes the following specific commitments:

- (a) The assumptions of reliable savings will be updated at least every 3 years.
- (b) The economic reasonableness of a BMP or PBMP will be assessed by the Council using the economic principles in Sections 3 and 4 of Exhibit 3.
- (c) A BMP will be removed from the BMP list if, after review of data developed during implementation, the Council determines that the BMP cannot be made economically reasonable or determines that the BMP otherwise fails to conform to the definition of BMPs in Section 1.1.
- (d) A PBMP will be moved to the BMP list and assigned a schedule of implementation if, after review of data developed during research, and/or demonstration projects, the Council determines that the PBMP is economically reasonable and otherwise conforms to the definition of BMPs in Section 1.1.

[Note: In 1997, the Council substantially revised the BMP list, definitions, and schedules contained in Exhibit 1. These revisions were adopted by the Council September 30, 1997.]

4.4 Good Faith Effort. While specific BMPs and results may differ because of varying local conditions among the areas served by the signatory water suppliers, a good faith effort to implement BMPs will be required of all signatory water suppliers. The following are included within the meaning of "good faith effort to implement BMPs":

- (a) The proactive use by a signatory water supplier of legal authorities and administrative prerogatives available to the water supplier as necessary and reasonable for the implementation of BMPs.
- (b) Where implementation of a particular BMP is not within the legal authority of a signatory water supplier, encouraging timely implementation of the BMP by other

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entities that have the legal authority to carry out the BMP within that water supplier's service area pursuant to existing legal authority. This encouragement may include, but is not limited to, financial incentives as appropriate.

- (c) Cooperating with and encouraging cooperation between other water suppliers and other relevant entities whenever possible and within existing legal authority to promote the implementation of BMPs.
- (d) Optimizing savings from implementing BMPs.
- (e) For each signatory water supplier and all signatory public advocacy organizations, encouraging the removal of institutional barriers to the implementation of BMPs within that water supplier's service area. Examples of good faith efforts to remove institutional barriers include formal presentations and/or written requests to entities requesting approval of, or amendment to, local ordinances, administrative policies or legislation which will promote BMP implementation.

4.5 **Exemptions.** A signatory water supplier will be exempt from the implementation of specific BMPs for as long as the supplier substantiates each reporting period that based upon then prevailing local conditions, one or more of the following findings applies:

- (a) A full cost-benefit analysis, performed in accordance with the principles set forth in Exhibit 3, demonstrates that either the program (i) would not be cost-effective overall when total program benefits and costs are considered; OR (ii) would not be cost-effective to the individual water supplier even after the water supplier has made a good faith effort to share costs with other program beneficiaries.
- (b) Adequate funds are not and cannot reasonably be made available from sources accessible to the water supplier including funds from other entities. However, this exemption cannot be used if a new, less cost-effective water management option would be implemented instead of the BMP for which the water supplier is seeking this exemption.
- (c) Implementation of the BMP is (i) not within the legal authority of the water supplier; and (ii) the water supplier has made a good faith effort to work with other entities that have the legal authority to carry out the BMP; and (iii) the water supplier has made a good faith effort to work with other relevant entities to encourage the removal of institutional barriers to the implementation of BMPs within its service area.

Signatory water suppliers shall submit exemptions to the Council within two months following the start of the reporting period for which the exemptions are being claimed.

4.6 **Schedule of Implementation.** The schedule of implementation for BMPs is set forth in Section B of Exhibit 1 to this MOU. However, it is recognized by the signatories that deviations from this schedule by water suppliers may be necessary. Therefore, a water supplier may modify, to the minimum extent necessary, the schedule for implementation of BMPs if the water supplier substantiates one or more of the following findings:

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- (a) That after a good faith effort to implement the BMP within the time prescribed, implementation is not feasible pursuant to the schedule. However, implementation of this BMP is still required as soon as feasible within the initial term of this MOU as defined in Section 7.1.
- (b) That implementation of one or more BMPs prior to other BMPs will have a more positive effect on conservation or water supplies than will adherence to the schedule.
- (c) That implementation of one or more Potential BMPs or other conservation measures prior to one or more BMPs will have a more positive effect on conservation or water supplies than will adherence to the schedule.

SECTION 5. BAY/DELTA PROCEEDINGS

[Note: The following section was adopted with the initial MOU and has been retained in subsequent revisions. The "present proceedings" refers to the State Water Resources Control Board water rights process then underway to implement new Bay-Delta flow and export standards. As of the date this note was adopted (April 8, 1998), proceedings to implement updated standards are still underway. Therefore, the joint recommendations of the signatories to the SWRCB contained in this letter continue to apply.]

- 5.1 **Use of MOU for Bay/Delta Proceedings.** The BMPs, the estimates of reliable savings and the processes established by this MOU are agreed to by the signatories for purposes of the present proceedings on the San Francisco Bay/Sacramento-San Joaquin Delta Estuary ("Bay/Delta") and in order to move the water conservation process forward. "Present Bay/Delta proceedings" is intended to mean those Bay/Delta proceedings presently underway and those conducted until a final water rights decision is reached by the State Water Resources Control Board ("State Board"). The willingness of the signatories to enter into this MOU for purposes of the present Bay/Delta proceedings in no way limits the signatories' ability to propose different conservation practices, different estimates of savings, or different processes in a forum other than the present Bay/Delta proceedings, or for non-urban water suppliers or for other water management issues. By signing this MOU, public advocacy organization signatories are not agreeing to use the initial assumptions of reliable conservation savings in proceedings other than the present Bay/Delta proceedings. The signatories may present other assumptions of reliable conservation savings for non-signatory water suppliers in the present Bay/Delta proceedings, provided that such assumptions could not have adverse impacts upon the water supplies of any signatory water supplier. Furthermore, the signatories retain the right to advocate any particular level of protection for the Bay/Delta Estuary, including levels of freshwater flows, and do not necessarily agree on population projections for California. This MOU is not intended to address any authority or obligation of the State Board to establish freshwater flow protections or set water quality objectives for the Estuary, or to address any authority of the Environmental Protection Agency.
- 5.2 **Recommendations for Bay/Delta Proceedings.** The signatories will make the following recommendations to the State Board in conjunction with the present Bay/Delta proceedings and to the EPA to the extent the EPA concerns itself with the proceedings:

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- (a) That for purposes of the present Bay/Delta proceedings, implementation of the BMP process set forth in this MOU represents a sufficient long-term water conservation program by the signatory water suppliers, recognizing that additional programs may be required during occasional water supply shortages;
- (b) That for purposes of the present Bay/Delta proceedings only, the State Board and EPA should base their estimates of future urban water conservation savings on the implementation of all of the BMPs included in Section A of Exhibit 1 to this MOU for the entire service area of the signatory water suppliers and only on those BMPs, except for (i) the conservation potential for water supplied by urban agencies for agricultural purposes, or (ii) in cases where higher levels of conservation have been mandated;
- (c) That for the purposes of the present Bay/Delta proceedings, the State Board and EPA should make their estimates of future urban water conservation savings by employing the reliable savings assumptions associated with those BMPs set forth in Section C of Exhibit 1 to this MOU;
- (d) That the State Board should include a policy statement in the water rights phase of the Bay/Delta proceedings supporting the BMP process described in this MOU and that the BMP process should be considered in any documents prepared by the State Board pursuant to the California Environmental Quality Act as part of the present Bay/Delta proceedings.

- 5.3 **Letter to State Board.** Within 30 days of signing this MOU, each signatory will jointly or individually convey the principles set forth in Sections 5.1 and 5.2 above by sending a letter to the State Board, copied to the EPA, in the form attached to this MOU as Exhibit 4.
- 5.4 **Withdrawal from MOU.** If during the present Bay/Delta proceedings, the State Board or EPA uses future urban water conservation savings that are inconsistent with the use of BMPs as provided in this MOU, any signatory shall have the right to withdraw from the MOU by providing written notice to the Council as described in Section 7.4(a)(i) below.

SECTION 6. CALIFORNIA URBAN WATER CONSERVATION COUNCIL

- 6.1 **Organization.** The California Urban Water Conservation Council ("Council") will be comprised of all signatories to this MOU grouped according to the definition in Section 1. The signatories agree to the necessary organization and duties of the Council as specified in Exhibit 2 to this MOU. Within 30 days of the effective date of this MOU, the Council will hold its first meeting.
- 6.2 **BMP Implementation Reports.** The signatory water suppliers will submit standardized reports every other year to the Council providing sufficient information to inform the Council on the progress being made towards implementing the BMP process. The Council will make annual reports to the State Board. An outline for the Council's annual report to the State Board is attached as Exhibit 5 to this MOU.

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SECTION 7. GENERAL PROVISIONS

- 7.1 **Initial Term of MOU.** The initial term of this MOU shall be for a period of 10 years. This initial term shall commence on September 1, 1991.
- 7.2 **Signatories.** Signatories shall consist of three groups: water suppliers, public advocacy organizations and other interested groups, arranged according to the definition in Section 1.3. Such arrangement will be made by a Council membership committee comprised of three representatives from the water suppliers' group and three representatives from the public advocacy organizations' group.
- 7.3 **Renewal of MOU.** The MOU shall be automatically renewed after the initial term of 10 years on an annual basis as to all signatories unless a signatory withdraws as described below in Section 7.4.
- 7.4 **Withdrawal from MOU.** Signatories to the MOU may withdraw from the MOU in three separate ways as described in sections (a), (b) and 8 below.
- (a) **Withdrawal prior to expiration of initial term.** Before the expiration of the initial term of 10 years, a signatory may withdraw by providing written notice to the Council declaring its intent to withdraw. This written notice must include a substantiated finding that one of the two provisions (i) or (ii) below applies:
- (i) During the present Bay/Delta proceedings, the State Board or EPA used future urban water conservation savings that are inconsistent with the use of BMPs as provided in this MOU; OR
 - (ii) After a period of 5 years from the commencement of the initial term of the MOU:
 - (1) Specific signatory water suppliers representing more than 10 percent of the population included within the combined service areas of the signatory water suppliers have failed to act in good faith pursuant to Section 4.4 of the MOU; and
 - (2) The signatory wishing to withdraw has attached findings to its past two annual reports to the Council beginning no earlier than the fourth annual report identifying these same signatory water suppliers and giving evidence based upon the information required to be submitted in the annual reports to the Council to support the allegations of failure to act in good faith; and
 - (3) The State Board has failed to require conservation efforts by the specific water suppliers adequate to satisfy the requirements of this MOU; and
 - (4) Discussions between the signatory wishing to withdraw and the specific signatories named have failed to satisfy the objections of the signatory wishing to withdraw.

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After a signatory declares an intent to withdraw under Section 7.4(a), the MOU shall remain in effect as to that signatory for 180 days.

- (b) **Withdrawal after expiration of initial term.** After the initial term of 10 years, any signatory may declare its intent to withdraw from the MOU unconditionally by providing written notice to the Council. After a signatory has declared its intent to withdraw as provided in this section, the MOU will remain in effect as to that signatory for 180 days.
- (c) **Immediate withdrawal.** Any signatory who does not sign a modification to the MOU requiring a 2/3 vote as described in Exhibit 2 of this MOU may withdraw from the MOU by providing written notice to the Council. The withdrawing signatory's duties under this MOU will be terminated effective immediately upon providing such written notice.

If a signatory withdraws from the MOU under any of the above methods, the MOU shall remain in effect as to all other signatories.

- 7.5 **Additional Parties.** Additional parties may sign the MOU after September 1, 1991 by providing written notice to and upon approval by the Council. Additional parties will be assigned by the Council to one of the three signatory groups defined in Section 1.3 before entry into the Council. All additional signatory water suppliers shall be subject to the schedule of implementation provided in Exhibit 1.
- 7.6 **Legal Authority.** Nothing in this MOU is intended to give any signatory, agency, entity or organization expansion of any existing authority. No organization formed pursuant to this MOU has authority beyond that specified in this MOU.
- 7.7 **Non-Contractual Agreement.** This MOU is intended to embody general principles agreed upon between and among the signatories and is not intended to create contractual relationships, rights, obligations, duties or remedies in a court of law between or among the signatories.
- 7.8 **Modifications.** The signatories agree that this writing constitutes the entire understanding between and among the signatories. The general manager, chief executive officer or executive director of each signatory or their designee shall have the authority to vote on any modifications to this MOU and its exhibits. Any modifications to the MOU itself and to its exhibits shall be made by the Council as described in Exhibit 2.

EXHIBIT 1. BMP DEFINITIONS, SCHEDULES AND REQUIREMENTS

This Exhibit contains Best Management Practices (BMPs) that signatory water suppliers commit to implementing. Suppliers' water needs estimates will be adjusted to reflect estimates of reliable savings from this category of BMPs. For some BMPs, no estimate of savings is made.

It is recognized by all parties that a single implementation method for a BMP would not be appropriate for all water suppliers. In fact, it is likely that as the process moves forward, water suppliers will find new implementation methods even more effective than those described. Any implementation method used should be at least as effective as the methods described below.

Best Management Practices will be implemented by signatory water suppliers according to the schedule set forth in Section B of each BMP's definition. These schedules set forth the latest dates by which implementation of BMPs will be underway. It is recognized that some signatories are already implementing some BMPs, and that these schedules do not prohibit signatories from implementing BMPs sooner than required.

"Implementation" means achieving and maintaining the staffing, funding, and in general, the priority levels necessary to achieve the level of activity called for in Section A of each BMP's definition, and to satisfy the commitment by the signatories to use good faith efforts to optimize savings from implementing BMPs as described in Section 4.4 of the MOU. BMPs will be implemented at a level of effort projected to achieve at least the coverages specified in Section C of each BMP's definition, and in accordance with each BMP's implementation schedule.

Section D of each BMP definition contains the minimum record keeping and reporting requirements for agencies to document BMP implementation levels and efforts, and will be used to guide Council development of BMP implementation report forms and database.

The evaluation criteria presented in Section E of each BMP definition shall be used to evaluate compliance with the implementation definitions, schedules, and coverage requirements specified in Sections A, B, and C of each BMP definition.

Section F of each BMP definition contains the assumptions of reliable savings to be used in accordance with Sections 5.1 and 5.2 of the MOU

EXHIBIT 1

1. WATER SURVEY PROGRAMS FOR SINGLE-FAMILY RESIDENTIAL AND MULTI-FAMILY RESIDENTIAL CUSTOMERS

A. Implementation

Implementation shall consist of at least the following actions:

- a) Develop and implement a strategy targeting and marketing water use surveys to single-family residential and multi-family residential customers.
- b) Directly contact via letter or telephone not less than 20% of single-family residential customers and 20% of multi-family residential customers each reporting period.
- c) Surveys shall include indoor and outdoor components, and at minimum shall have the following elements:

Indoor

- i) Check for leaks, including toilets, faucets, and meter check
- ii) Check showerhead flow rates, aerator flow rates, and offer to replace or recommend replacement, as necessary
- iii) Check toilet flow rates and offer to install or recommend installation of displacement device or direct customer to ULFT replacement program, as necessary; replace leaking toilet flapper, as necessary

Outdoor

- iv) Check irrigation system and timers
- v) Review or develop customer irrigation schedule

Recommended but not required

- vi) Measure currently landscaped area
- vii) Measure total irrigable area
- d) Provide customer with evaluation results and water saving recommendations; leave information packet with customer.
- e) Track surveys offered, surveys completed, survey results, and survey costs.

EXHIBIT 1

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1998.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the year following the year the agency signed or became subject to the MOU.
- c) Agencies shall develop and implement a strategy targeting and marketing water use surveys to single-family residential and multi-family residential customers by the end of the first reporting period following the date implementation was to commence.
- d) The coverage requirement for this BMP, as specified in Section C of this Exhibit, shall be realized within 10 years of the date implementation was to commence.

C. Coverage Requirements

- a) Not less than 15% of single-family residential accounts to receive water use surveys within 10 years of the date implementation was to commence. For the purposes of calculating coverage, 15% of single-family residential accounts means the number of accounts equal to 15% of single-family accounts in 1997 or the year the agency signed the MOU, whichever is later.
- b) Not less than 15% of multi-family residential units to receive water use surveys within 10 years of the date implementation was to commence. For the purposes of calculating coverage, 15% of multi-family residential units means the number of units equal to 15% of multi-family units in 1997 or the year the agency signed the MOU, whichever is later.

D. Requirements for Documenting BMP Implementation

- a) Number of single-family residential accounts in service area.
- b) Number of multi-family residential accounts in service area.
- c) Number of single-family residential surveys offered during reporting period.
- d) Number of single-family residential surveys completed during reporting period.
- e) Number of multi-family residential surveys offered during reporting period.
- f) Number of multi-family residential surveys completed during reporting period.

EXHIBIT 1

E. Criteria to Determine BMP Implementation Status

- a) Agency has developed and implemented a strategy targeting and marketing water use surveys to single-family residential and multi-family residential customers by the end of the first reporting period following the date implementation was to commence.
- b) Agency has directly contacted not less than 20% of single-family residential accounts and 20% of multi-family residential units during period being reported.
- c) Agency is on schedule to complete surveys for 15% of single-family residential accounts and 15% of multi-family units within 10 years of the date implementation was to commence. Agencies will receive credit against the coverage requirement for previously completed residential water use surveys according to the following schedule*:

	<u>% Credit</u>
Before 1990	0.0%
1990	12.5%
1991	25.0%
1992	37.5%
1993	50.0%
1994	62.5%
1995	75.0%
1996	87.5%
1997	100.0%

- d) Agencies will be considered on track if the percent of single-family accounts and the percent of multi-family accounts receiving water use surveys equals or exceeds the following: 1.5% by end of first reporting period following date implementation to commence; 3.6% by end of second reporting period; 6.3% by end of third reporting period; 9.6% by end of fourth reporting period; and 13.5% by end of fifth reporting period.

* In its study "What is the Reliable Yield from Residential Home Water Survey Programs: The Experience of LADWP" (AWWA Conf. Proceedings, 1995), A & N Technical Services, Inc., found that the average level of savings from home water surveys decreased over time, reaching about 50% of initial yield by the fourth year following the survey, on average. The above decay schedule used for crediting past surveys utilizes these findings to recognize and account for the limited persistence of water savings over time from home water use surveys

EXHIBIT 1

F. Water Savings Assumptions

	<u>Pre-1980 Construction</u>	<u>Post-1980 Construction</u>
Low-flow showerhead retrofit	7.2 gcd	2.9 gcd
Toilet retrofit (five year life)	1.3 gcd	0.0 gcd
Leak repair	0.5 gcd	0.5 gcd
Landscape survey (outdoor use reduction)	10%	10%

EXHIBIT 1

2. RESIDENTIAL PLUMBING RETROFIT

A. Implementation

Implementation shall consist of at least the following actions:

- a) Identify single-family and multi-family residences constructed prior to 1992. Develop a targeting and marketing strategy to distribute or directly install high-quality, low-flow showerheads (rated 2.5 gpm or less), toilet displacement devices (as needed), toilet flappers (as needed) and faucet aerators (rated 2.2 gpm or less) as practical to residences requiring them.
- b) Maintain distribution and/or direct installation programs so that devices are distributed to not less than 10% of single-family connections and multi-family units each reporting period, or require through enforceable ordinance the replacement of high-flow showerheads and other water using fixtures with their low-flow counterparts, until it can be demonstrated in accordance with Section E of this Exhibit that 75% of single-family residences and 75% of multi-family units are fitted with high-quality, low-flow showerheads.
- c) Track the type and number of retrofits completed, devices distributed, and program costs.

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1998.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the year following the year the agency signed or became subject to the MOU.
- c) Agencies shall develop and implement a strategy targeting the distribution and/or installation of high-quality, low-flow plumbing devices to single-family residential and multi-family residential customers by the end of the first reporting period following the date implementation was to commence.
- d) An agency may elect to discontinue its device distribution programs without filing a formal budget or cost-effectiveness exemption when it can demonstrate that 75% of its single-family residences and 75% of its multi-family units constructed prior to 1992 are fitted with high-quality, low-flow showerheads.

EXHIBIT 1

C. Coverage Requirements

- a) Plumbing device distribution and installation programs to be maintained at a level sufficient to distribute high-quality, low-flow showerheads to not less than 10% of single-family residences and 10% of multi-family units constructed prior to 1992 each reporting period; or the enactment of an enforceable ordinance requiring the replacement of high-flow showerheads and other water use fixtures with their low-flow counterparts.
- b) Plumbing device distribution and installation programs to be operated until it can be demonstrated in accordance with Section E of this Exhibit that 75% of single-family residences and 75% of multi-family units are fitted with high-quality, low-flow showerheads.

D. Requirements for Documenting BMP Implementation

- a) The target population of pre-1992 single-family residences and multi-family units to be provided showerheads and other water saving devices.
- b) The number of showerhead retrofit kits distributed during previous reporting period.
- c) The number of device retrofits completed during the previous reporting period.
- d) The estimated percentage of pre-1992 single-family residences and multi-family units in service area fitted with low-flow showerheads.

E. Criteria to Determine BMP Implementation Status

- a) Agency has developed and implemented a strategy targeting and marketing water use surveys to single-family residential and multi-family residential customers by the end of the first reporting period following the date implementation was to commence.
- b) Agency has tracked the type and number of retrofits completed, devices distributed, and program costs.
- c) Agency EITHER
 - i) has distributed or directly installed high-quality, low-flow showerheads and other low-flow plumbing devices to not less than 10% of single-family residences and 10% of multi-family units constructed prior to 1992 during the reporting period; and/or has enacted an ordinance requiring the

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replacement of high-flow shower-heads and other water use fixtures with their low-flow counterparts.

OR

- ii) can demonstrate through customer surveys with 95% statistical confidence and a $\pm 10\%$ error that 75% of single-family residences and 75% of multi-family units constructed prior to 1992 are fitted with low-flow showerheads.

F. Water Savings Assumptions

	<u>Pre-1980 Construction</u>	<u>Post-1980 Construction</u>
Low-flow showerhead retrofit	7.2 gcd	2.9 gcd
Toilet retrofit (five year life)	1.3 gcd	0.0 gcd

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3. SYSTEM WATER AUDITS, LEAK DETECTION AND REPAIR

A. Implementation

Implementation shall consist of at least the following actions:

- a) Annually complete a prescreening system audit to determine the need for a fullscale system audit. The prescreening system audit shall be calculated as follows:
 - i) Determine metered sales;
 - ii) Determine other system verifiable uses;
 - iii) Determine total supply into the system;
 - iv) Divide metered sales plus other verifiable uses by total supply into the system. If this quantity is less than 0.9, a fullscale system audit is indicated.
- b) When indicated, agencies shall complete water audits of their distribution systems using methodology consistent with that described in AWWA's *Water Audit and Leak Detection Guidebook*.
- c) Agencies shall advise customers whenever it appears possible that leaks exist on the customer's side of the meter; perform distribution system leak detection when warranted and cost-effective; and repair leaks when found.

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1998.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the year following the year the agency signed or became subject to the MOU.

C. Coverage Requirements

- a) Agency shall maintain an active distribution system auditing program.
- b) Agency shall repair identified leaks whenever cost-effective.

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D. Requirements for Documenting BMP Implementation

- a) Prescreening audit results and supporting documentation;
- b) Maintain in-house records of audit results or the completed AWWA Audit Worksheets for each completed audit period.

E. Criteria to Determine BMP Implementation Status

- a) Agency has annually completed a pre-screening distribution system audit.
- b) Agency has conducted a full system audit consistent with methods described by AWWA's *Manual of Water Supply Practices, Water Audits and Leak Detection* whenever indicated by a pre-screening audit.

F. Water Savings Assumptions

Unaccounted water losses assumed to be no more than 10% of total water into the water supplier's system.

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4. **METERING WITH COMMODITY RATES FOR ALL NEW CONNECTIONS AND RETROFIT OF EXISTING CONNECTIONS**

A. **Implementation**

Implementation shall consist of at least the following actions:

- a) Requiring meters for all new connections and billing by volume of use.
- b) Establishing a program for retrofitting existing unmetered connections and billing by volume of use.
- c) Identifying intra- and inter-agency disincentives or barriers to retrofitting mixed use commercial accounts with dedicated landscape meters, and conducting a feasibility study to assess the merits of a program to provide incentives to switch mixed use accounts to dedicated landscape meters.

B. **Implementation Schedule**

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1999.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the second year following the year the agency signed or became subject to the MOU.
- c) A plan to retrofit and bill by volume of use existing unmetered connections to be completed by end of the first reporting period following the date implementation was to commence.
- d) A feasibility study examining incentive programs to move landscape water uses on mixed-use meters to dedicated landscape meters to be completed by end of the first reporting period following the date implementation was to commence.

C. **Coverage Requirements**

100% of existing unmetered accounts to be metered and billed by volume of use within 10 years of date implementation was to commence.

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D. Requirements for Documenting BMP Implementation

- a) Confirmation that all new connections are metered and are being billed by volume of use.
- b) Number of unmetered accounts in the service area. For the purposes of evaluation, this shall be defined as the baseline meter retrofit target, and shall be used to calculate the agency's minimum annual retrofit requirement.
- c) Number of unmetered connections retrofitted during the reporting period.
- d) Number of CII accounts with mixed-use meters.
- e) Number of CII accounts with mixed-use meters retrofitted with dedicated irrigation meters during reporting period.

E. Criteria to Determine BMP Implementation Status

- a) Agency with existing unmetered connections has completed a meter retrofit plan by end of first reporting period following the date implementation was to commence.
- b) Agency has completed a feasibility study examining incentive programs to move landscape water uses on mixed-use meters to dedicated landscape meters by end of first reporting period following the date implementation was to commence.
- c) Agency with existing unmetered connections is on track to meter these connections within 10 years of the date implementation was to commence. An agency will be considered on track if the percent of unmetered accounts retrofitted with meters equals or exceeds the following: 10% by end of first reporting period following date implementation to commence; 24% by end of second reporting period; 42% by end of third reporting period; 64% by end of fourth reporting period; and 90% by end of fifth reporting period.

F. Water Savings Assumptions

Assume meter retrofits will result in a 20% reduction in demand by retrofitted accounts.

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5. LARGE LANDSCAPE CONSERVATION PROGRAMS AND INCENTIVES

A. Implementation

Implementation shall consist of at least the following actions:

Customer Support, Education and Assistance

- a) Agencies shall provide non-residential customers with support and incentives to improve their landscape water use efficiency. This support shall include, but not be limited to, the following:

Accounts with Dedicated Irrigation Meters

- a) Identify accounts with dedicated irrigation meters and assign ETo-based water use budgets equal to no more than 100% of reference evapotranspiration per square foot of landscape area in accordance with the schedule given in Section B of this Exhibit.
- b) Provide notices each billing cycle to accounts with water use budgets showing the relationship between the budget and actual consumption in accordance with the schedule given in Section B of this Exhibit; agencies may choose not to notify customers whose use is less than their water use budget.

Commercial/Industrial/Institutional Accounts with Mixed-Use Meters or Not Metered

- a) Develop and implement a strategy targeting and marketing large landscape water use surveys to commercial/industrial/institutional (CII) accounts with mixed-use meters. Each reporting period, directly contact via letter or telephone not less than 20% of CII accounts with mixed-use meters and offer water use surveys. (Note: CII surveys that include both indoor and outdoor components can be credited against coverage requirements for both BMP 5 and BMP 9.)
- b) Unmetered service areas will actively market landscape surveys to existing accounts with large landscapes, or accounts with landscapes which have been determined by the purveyor not to be water efficient.
- c) Offer the following measures when cost-effective:
 - i) Landscape water use analysis/surveys

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- ii) Voluntary water use budgets
 - iii) Installation of dedicated landscape meters
 - iv) Training (multi-lingual where appropriate) in landscape maintenance, irrigation system maintenance, and irrigation system design.
 - v) Financial incentives to improve irrigation system efficiency such as loans, rebates, and grants for the purchase and/or installation of water efficient irrigation systems.
 - vi) Follow-up water use analyses/surveys consisting of a letter, phone call, or site visit where appropriate.
- d) Survey elements will include: measurement of landscape area; measurement of total irrigable area; irrigation system check, and distribution uniformity analysis; review or develop irrigation schedules, as appropriate; provision of a customer survey report and information packet.
 - e) Track survey offers, acceptance, findings, devices installed, savings potential, and survey cost.

New or Change of Service Accounts

Provide information on climate-appropriate landscape design, efficient irrigation equipment/management to new customers and change-of-service customer accounts.

Recommended

- a) Install climate appropriate water efficient landscaping at water agency facilities, and dual metering where appropriate.
- b) Provide customer notices prior to the start of the irrigation season alerting them to check their irrigation systems and make repairs as necessary. Provide customer notices at the end of the irrigation season advising them to adjust their irrigation system timers and irrigation schedules.

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1999.

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- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the second year following the year the agency signed or became subject to the MOU.
- c) Develop ETo-based water use budgets for all accounts with dedicated irrigation meters by the end of the second reporting period from the date implementation was to commence.
- d) Develop and implement a plan to target and market landscape water use surveys to CII accounts with mixed-use meters by the end of the first reporting period from the date implementation was to commence.
- e) Develop and implement a customer incentive program by the end of the first reporting period from the date implementation was to commence.

C. Coverage Requirements

- a) ETo-based water use budgets developed for 90% of CII accounts with dedicated irrigation meters by the end of the second reporting period from the date implementation was to commence.
- b) Not less than 20% of CII accounts with mixed-use meters contacted and offered landscape water use surveys each reporting period.
- c) Irrigation water use surveys completed for not less than 15% of CII accounts with mixed-use meters within 10 years of the date implementation was to commence. (Note: CII surveys that include both indoor and outdoor components can be credited against coverage requirements for both BMP 5 and BMP 9.) For the purposes of calculating coverage, 15% of CII accounts means the number of accounts equal to 15% of CII accounts with mixed-use meters in 1997 or the year the agency signed the MOU, whichever is later.

D. Requirements for Documenting BMP Implementation

Dedicated Landscape Irrigation Accounts

Agencies shall preserve water use records and budgets for customers with dedicated landscape irrigation accounts for a period of not less than two reporting periods. This information may be used by the Council to verify the agency's reporting on this BMP.

- a) Number of dedicated irrigation meter accounts.
- b) Number of dedicated irrigation meter accounts with water budgets.

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- c) Aggregate water use for dedicated landscape accounts with budgets.
- d) Aggregate budgeted water use for dedicated landscape accounts with budgets.

Mixed Use Accounts

- a) Number of mixed use accounts.
- b) Number, type, and dollar value of incentives, rebates, and no, or low interest loans offered to, and received by, customers.
- c) Number of surveys offered.
- d) Number of surveys accepted.
- e) Estimated annual water savings by customers receiving surveys and implementing recommendations.

E. Criteria to Determine BMP Implementation Status

- a) Agency has developed water use budgets for 90% of accounts with dedicated irrigation meters by end of second reporting period from date implementation was to commence.
- b) Agency has implemented irrigation water use survey program for CII accounts with mixed-use meters, and directly contacts and offers surveys to not less than 20% of accounts each reporting period. (A program to retrofit mixed-use accounts with dedicated landscape meters and assigning water use budgets, or a program giving mixed-use accounts ETo-based budgets for irrigation uses satisfies this criterion.)
- c) Agency is on track to provide water use surveys to not less than 15% of CII accounts with mixed-use meters within 10 years of the date implementation was to commence. Agency may credit 100% of the number of landscape water use surveys for CII accounts with mixed-use meters completed prior to July 1, 1996, that have received a follow-up inspection against the coverage requirement; and 50% of surveys that have not received follow-up inspections. Agency may credit 100% of the number of landscape water use surveys completed for CII accounts with mixed-use meters after July 1, 1996 against the coverage requirement. (A program to retrofit mixed-use accounts with dedicated landscape accounts, or a program giving mixed-use accounts ETo-based budgets for irrigation uses satisfy this criterion.)

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- d) An agency will be considered on track if the percent of CII accounts with mixed-use meters receiving a landscape water use survey equals or exceeds the following: 1.5% by end of first reporting period following date implementation to commence; 3.6% by end of second reporting period; 6.3% by end of third reporting period; 9.6% by end of fourth reporting period; and 13.5% by end of fifth reporting period. (A program to retrofit mixed-use accounts with dedicated landscape accounts, or a program giving mixed-use accounts ETo-based budgets for irrigation uses satisfy this criterion.)
- e) Agency has implemented and is maintaining customer incentive program(s) for irrigation equipment retrofits.

F. Water Savings Assumptions

Assume landscape surveys will result in a 15% reduction in demand for landscape uses by surveyed accounts.

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6. HIGH-EFFICIENCY WASHING MACHINE REBATE PROGRAMS (This version expires June 30, 2004)

A. Implementation

Implementation shall consist of at least the following actions:

Council Actions and Responsibilities

- a) Within 6 months from the adoption of this BMP, the Council will develop interim estimates of reliable water savings attributable to the use of high-efficiency washing machines based on the results of the THELMA Study and other available data. Water purveyors may defer implementing this BMP until the Council has adopted these interim estimates. [NOTE: INTERIM ESTIMATE OF RELIABLE WATER SAVINGS ADOPTED BY COUNCIL PLENARY APRIL 8, 1998, SEE SECTION F.]
- b) Within two years from the adoption of this BMP, the Council will complete studies quantifying reliable savings attributable to the use of high-efficiency washing machines.
- c) At the end of two years following the adoption of this BMP, the Council will appoint a committee to evaluate the effectiveness of triggering high-efficiency washing machine financial incentive programs operated by MOU signatories with programs operated by energy service providers. This committee will consist of 2 group 1 representatives, 2 group 2 representatives, and the Council Administrator or Executive Director or his/her designee. This BMP will be modified by the appointed committee to require agencies to implement financial incentive programs for high-efficiency washing machines whenever cost-effective and regardless of the absence of a program operated by an energy service provider if the committee concludes from available evidence the following:
 - i) the Council has verified that significant water savings are available from high-efficiency washing machines;
 - ii) there is widespread product availability; and
 - iii) financial incentive programs offered by energy service providers in California have either not materialized, been largely discontinued or significantly scaled back.

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Water Purveyor Responsibilities

- a) In conjunction with the Council, support local, state, and federal legislation to improve efficiency standards for washing machines.
- b) If an energy service provider or waste water utility within the service territory is offering a financial incentive for the purchase of high-efficiency washing machines, then the water agency shall also offer a cost-effective financial incentive based on the marginal benefits of the water savings. Incentive levels shall be calculated by using methods found in *A Guide to Customer Incentives for Water Conservation* prepared by Barakat and Chamberlain for the CUWA, CUWCC, and US EPA, February 1994. A water purveyor is not required to implement a financial incentive program if the maximum cost-effective rebate is less than \$50.

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1999.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the second year following the year the agency signed or became subject to the MOU.

C. Coverage Requirements

Cost-effective customer incentive for the purchase of high-efficiency washing machine offered if incentives are being offered by local energy service providers or waste water utility.

D. Requirements for Documenting BMP Implementation

- a) Customer incentives to purchase high-efficiency washing machines being offered by local energy service providers, if any.
- b) Customer incentives to purchase high-efficiency washing machines being offered by agency, if any.

E. Criteria to Determine BMP Implementation Status

- a) Agency has determined if energy service providers or waste water utilities operating within service territory offer financial incentives for the purchase of high-efficiency washing machines.

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- b) If energy service provider or waste water utility operating within agency's service territory is offering financial incentives, agency has calculated cost-effective customer incentive using methods found in *A Guide to Customer Incentives for Water Conservation* prepared by Barakat and Chamberlain for the CUWA, CUWCC, and US EPA, February 1994, and is offering this incentive to customers in service territory.

F. Water Savings Assumptions

The interim estimate of reliable annual water savings per replacement of a low-efficiency washing machine with a high-efficiency washing machine is 5,100 gallons, which is the mean yearly water savings derived from THELMA study data on water savings and washing machine load frequencies. Signatory water suppliers may use an estimate of annual water savings exceeding 5,100 gallons at their discretion, and may also select a lower estimate, so long as it is not below 4,600 gallons per year per retrofit, and there is a data supported reason for adopting an estimate lower than 5,100 gallons.

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6. HIGH-EFFICIENCY CLOTHES WASHING MACHINE FINANCIAL INCENTIVE PROGRAMS

(This version adopted March 10, 2004 and effective July 1, 2004)

A. Implementation

Implementation shall consist of at least the following actions:

1. Until January 1, 2007, the water agency shall offer a financial incentive, if cost effective, for the purchase of high-efficiency clothes washing machines (HEWS) meeting a water factor value of 9.5 or less.
2. Any financial incentive offered shall be not less than the marginal benefits of the water savings, reduced by the necessary expense of administering the incentive program. Incentive levels shall be calculated by using methods found in *A Guide to Customer Incentives for Water Conservation* prepared by Barakat and Chamberlain for the CUWA, CUWCC, and US EPA, February 1994. A water agency is not required to implement a financial incentive program if the maximum cost-effective financial incentive is less than \$50.

The Council shall begin to review this BMP before July 1, 2005. This review shall determine appropriate agency implementation activities after 2007. The purpose of this review is to revise this BMP to account for potential Federal and State standards, the market share of HEWs with various water factors, further advances in washer efficiency, funding partner activities, and consumer participation.

B. Implementation Schedule

1. For Agencies signing the MOU prior to July 1, 2003, implementation shall commence no later than July 1, 2004.
2. For Agencies signing the MOU or becoming subject to the MOU after July 1, 2003, implementation shall commence no later than July 1 of the second year following the year the agency signed or became subject to the MOU.

C. Coverage Requirements

Overview

The Council's objective is to transform the clothes washer market by increasing sales of HEWs. The Council anticipates this interim program will have a positive and long-lasting effect on the market share of HEWs; thus decreasing the future efforts needed by the Council and its members to achieve water efficiency in this sector.

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The goal for this BMP is to at least triple the market share of HEWs purchased for use inside residential dwelling units, where no incentive program exists. For purposes of determining coverage requirements, the Council's estimates a non-incentive market share of HEWs at 12% of all clothes washing machine sales (derived from year 2000 Energy Star data). The coverage requirements are based upon the goal of increasing the market share of HEWs to thirty-six percent (36%) of all clothes washing machine sales.

Coverage Goal

The Council developed a Coverage Goal (CG) system to more easily determine coverage progress, and allow agencies to obtain additional credit for promoting the purchase of ultra high efficiency machines with water factor values of 8.5 or less. The CG is based on the total quantity of dwelling units (single-family and multi-family) in each agency's service territory. The Council chose to use the quantity of both single-family and multi-family dwelling units because US Census data on in-home clothes washing machines includes both types of dwelling units.

Agency determines its CG by the following calculation:

$$\text{CG} = \text{Total Dwelling Units} \times 80\% \times 6.67\% \times 12\% \times 3 \times 2.5$$

Where: CG = Coverage Goal
Dwelling Units = total SF and MF dwelling units in agency service territory
80% = percentage of all dwelling units with in-home clothes washers
6.67% = percentage of washers requiring replacement each year
12% = Average HEW market share when no incentives exist
3 = tripling non-incentive market share
2.5 = years of program activity from July-2004 to January-2007

Simplified Formula: CG = Total Dwelling Units x 0.048

Agencies may request an adjusted CG where US Census data or other statistically valid surveys prove that less than 80% of all dwelling units (single-family and multi-family) in their service territory include a clothes washing machine. Agencies signing the MOU after July 1, 2003, shall use a prorated CG based on implementation period of less than 2.5 years.

Coverage Points

Agency shall earn points towards its Coverage Goal for the purchase and installation of HEWs in its service territory where agency provides a financial incentive of \$25 or more per HEW. In efforts to transform the market place towards ultra-high efficiency washers, agency may earn additional points for HEWs with water factor values of 8.5 or less.

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1. Agency shall earn 1 point for each HEW incentive issued on or after July 1, 2004, which results in the purchase and installation of a HEW with a water factor value greater than 8.5 but not exceeding 9.5.
2. Agency shall earn 2 points for each HEW incentive issued on or after July 1, 2004 resulting in the purchase and installation of a HEW with a water factor value greater than 6.0 but not exceeding 8.5.
3. Agency shall earn 3 points for each HEW incentive issued on or after July 1, 2004 resulting in the purchase and installation of a HEW with a water factor value of 6.0 or less.

Past Credit Points

Agency shall have the option to receive points towards its Coverage Goal for past efforts (efforts prior to July 1, 2004) by one of the following methods of agency's choosing:

1. Agencies shall earn points according to point scale described above in "Coverage Points; 1, 2 and 3" for each HEW incentive issued before July 1, 2004, resulting from agency incentive program, where agency has documentation of participation. Agency shall not receive any credit for HEWs with water factors greater than 9.5. Agencies shall not receive credit for any HEW sales or installations where the agency did not materially and substantially participate in the incentive program, and agency did not provide a financial incentive of \$25 or more.

OR

2. Agencies shall earn 1 point for each HEW incentive issued before July 1, 2004, resulting from agency incentive program, where agency has documentation of participation. Agencies shall not receive credit for any HEW sales or installations where the agency did not materially and substantially participate in the incentive program, and agency did not provide a financial incentive of \$25 or more.

D. Requirements for Documenting BMP Implementation

1. Agency shall provide documentation for all of the following items:
 - a) The quantity of single-family and multi-family dwelling units in the agency service area and the calculated Coverage Goal.
 - b) The quantity and value of financial incentives issued for HEWs with water factor values greater than 8.5, but not exceeding 9.5.

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- c) The quantity and value of financial incentives issued HEWs with water factor values greater than 6.0 but not exceeding 8.5.
 - d) The quantity and value of financial incentives issued for HEWs with water factors of 6.0 or less.
 - e) Average or estimated administration and overhead costs to operate the program.
 - f) To receive credit for past programs, agency shall provide: quantity and value of financial incentives, water factor values and date of incentives issued for high-efficiency clothes washers installed before July 1, 2004.
2. Agency shall retain records of each participant of the incentive program, including: name, address and telephone number of participant; water account number of building or dwelling unit; make and model of HEW purchased; water factor value; dollar amount of the agency's financial incentive; dollar amount of program partner's financial incentive (if applicable); and name of program partner(s).

E. Criteria to Determine BMP Implementation Status

Agency is offering a financial incentive to customers in its service territory for the purchase of high-efficiency clothes washing machines with water factors of 9.5 or less, and agency is meeting the coverage requirement as stated in this BMP.

Agency shall be considered on-track to meet its coverage requirements according to the following table:

Implementation Status Schedule	
Date	Percent of Points Earned Towards Coverage Goal
January 1, 2005	10%
July 1, 2005	30%
January 1, 2006	50%
July 1, 2006	75%
January 1, 2007	100%

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Agencies signing the MOU after July 1, 2003, shall have a prorated Implementation Status Schedule, based on implementation period of less than 2.5 years.

F. Water Savings Assumptions

Gross water savings (gallons) from financial incentive programs that result in the purchase and installation of High Efficiency Washing Machines with water factors equal to or less than 9.5 shall be calculated using the following formula:

$$GWS = 14 \text{ yr.} \times \sum_i N_i \times (13.3 - i) \times 1,170 \frac{\text{gal.}}{\text{yr.}}$$

Where: N_i is the number of machines replaced with water factor i ($i < 9.5$)

13.3 is the Baseline WF for washers sold in 1994, as supplied to DOE by the Association of Home Appliance Manufacturers (AHAM).

14 yr. is the assumed average useful life of residential washers. (Based on information from the Bern Kansas study)

1,170 gallons/year is the average change in water use for a unit change in water factor. This value was developed by the California Energy Commission.

Net water savings (gallons) from financial incentive programs shall be calculated using the following formula:

$$NWS = GWS \times (1 - FR),$$

Where: FR is the estimated rate of free ridership for the BMP 6 financial incentive program.

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7. PUBLIC INFORMATION PROGRAMS

A. Implementation

Implementation shall consist of at least the following actions:

- a) Implement a public information program to promote water conservation and water conservation related benefits.
- b) Program should include, but is not limited to, providing speakers to employees, community groups and the media; using paid and public service advertising; using bill inserts; providing information on customers' bills showing use in gallons per day for the last billing period compared to the same period the year before; providing public information to promote water conservation practices; and coordinating with other government agencies, industry groups, public interest groups, and the media.

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1998.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the first year following the year the agency signed or became subject to the MOU.

C. Coverage Requirements

Agencies shall maintain an active public information program to promote and educate customers about water conservation.

D. Requirements for Documenting BMP Implementation

- a) Number of public speaking events relating to conservation during reporting period.
- b) Number of media events relating to conservation during reporting period.
- c) Number of paid or public service announcements relating to conservation produced or sponsored during reporting period.
- d) Types of information relating to conservation provided to customers.
- e) Annual budget for public information programs directly related to conservation.

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E. Criteria to Determine BMP Implementation Status

Agency has implemented and is maintaining a public information program consistent with BMP 7's definition.

F. Water Savings Assumptions

Not quantified.

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8. SCHOOL EDUCATION PROGRAMS

A. Implementation

Implementation shall consist of at least the following actions:

- a) Implement a school education program to promote water conservation and water conservation related benefits.
- b) Programs shall include working with school districts and private schools in the water suppliers' service area to provide instructional assistance, educational materials, and classroom presentations that identify urban, agricultural, and environmental issues and conditions in the local watershed. Education materials shall meet the state education framework requirements, and grade appropriate materials shall be distributed to grade levels K-3, 4-6, 7-8, and high school.

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1998.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the first year following the year the agency signed or became subject to the MOU.

C. Coverage Requirements

Agencies shall maintain an active school education program to educate students in the agency's service areas about water conservation and efficient water uses.

D. Requirements for Documenting BMP Implementation

- a) Number of school presentations made during reporting period.
- b) Number and type of curriculum materials developed and/or provided by water supplier, including confirmation that curriculum materials meet state education framework requirements and are grade-level appropriate.
- c) Number of students reached.
- d) Number of in-service presentations or teacher's workshops conducted during reporting period.
- e) Annual budget for school education programs related to conservation.

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E. Criteria to Determine BMP Implementation Status

Agency has implemented and is maintaining a school education program consistent with BMP 8's definition.

F. Water Savings Assumptions

Not quantified.

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9. CONSERVATION PROGRAMS FOR COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL (CII) ACCOUNTS

A. Implementation

Implementation shall consist of at least the following actions:

BOTH (a) AND (b)

(a) CII Accounts

Identify and rank commercial, industrial, and institutional (CII) accounts (or customers if the agency chooses to aggregate accounts) according to water use. For purposes of this BMP, CII accounts are defined as follows:

Commercial Accounts: any water use that provides or distributes a product or service, such as hotels, restaurants, office buildings, commercial businesses or other places of commerce. These do not include multi-family residences, agricultural users, or customers that fall within the industrial or institutional classifications.

Industrial Accounts: any water users that are primarily manufacturers or processors of materials as defined by the Standard Industrial Classifications (SIC) Code numbers 2000 through 3999.

Institutional Accounts: any water-using establishment dedicated to public service. This includes schools, courts, churches, hospitals, and government facilities. All facilities serving these functions are to be considered institutions regardless of ownership.

(b) 3-Year Interim CII ULFT Program

Implementation shall consist of at least the following actions:

i) A program to accelerate replacement of existing high-water-using toilets with ultra-low-flush (1.6 gallons or less) toilets in commercial, industrial, and institutional facilities.

ii) *Programs shall be at least as effective as facilitating toilet replacements over a 3-year implementation period, commencing July 1, 2001, sufficient to produce cumulative water savings over 10 years equal to 3% of Total Water Savings Potential, as defined by Exhibit 8 of this MOU.*

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iii) Annual reporting to the Council of all available information described in Section D, subsection (b) of this BMP. The Council shall develop and provide agencies with a concise reporting form by March 31, 2001.

iv) By July 1, 2004, a committee selected by the Steering Committee shall complete for submittal to the Steering Committee a written evaluation of the interim program, including an assessment of program designs, obstacles to implementation, program costs, estimated water savings, and cost-effectiveness. By August 2004, the Steering Committee will reconvene to review the evaluation and recommend to the Plenary the next course of action on BMP 9 targets for CII toilet replacement programs.

AND EITHER (c) OR (d)

(c) CII Water-Use Survey and Customer Incentives Program

Implement a CII Water-Use Survey and Customer Incentives Program. Develop a customer targeting and marketing strategy to provide water use surveys and customer incentives to CII accounts such that 10% of each CII sector's accounts are surveyed within 10 years of the date implementation is to commence. Directly contact (via letter, telephone, or personal visit) and offer water use surveys and customer incentives to at least 10% of each CII sector on a repeating basis. Water use surveys must include a site visit, an evaluation of all water-using apparatus and processes, and a customer report identifying recommended efficiency measures, their expected payback period and available agency incentives. Within one year of a completed survey, follow-up via phone or site visit with customer regarding facility water use and water saving improvements. Track customer contacts, accounts (or customers) receiving surveys, follow-ups, and measures implemented. The method for crediting water use surveys completed prior to the revision of this BMP is described in Section E.

(d) CII Conservation Performance Targets

Achieve a water use reduction in the CII sectors equaling or exceeding the CII Conservation Performance Target. Implement programs to achieve annual water use savings by CII accounts by an amount equal to 10% of the baseline use of CII accounts in the agency's service area over a ten-year period. The target amount of annual water use reduction in CII accounts is a static value calculated from the baseline amount of annual use. Baseline use is defined as the use by CII accounts in 1997. Water purveyors may justify to the Council the use of an alternative baseline year.

EXHIBIT 1

B. Implementation Schedule

- (a) For agencies signing the MOU prior to December 31, 1997, implementation other than CII ULFTs shall commence no later than July 1, 1999. Implementation of Section A (b) --CII ULFTs -- shall commence July 1, 2001.
- (b) For agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation other than the 3-Year Interim CII ULFT Program shall commence no later than July 1 of the second year following the year the agency signed or became subject to the MOU. Implementation of Section A (b) -- CII ULFTs -- shall commence July 1, 2001. Agencies signing the MOU or becoming subject to the MOU after July 1, 2001 shall not be subject to the Coverage Requirements set forth in Section C, subsection (a) -- 3-Year Interim CII ULFT Program.
- (c) The coverage requirement for this BMP, as specified in Section C of this Exhibit, with the exception of CII ULFTs, shall be realized within 10 years of the date implementation was to commence.

C. Coverage Requirements

(a) 3-Year CII ULFT Program

CII ULFT program water savings equal to 3% of Total Water Savings Potential, as defined by Exhibit 8 of this MOU, by July 1, 2004.

EITHER

(b) CII Water Use Survey and Customer Incentives Program

10% of each of the CII sector's accounts to accept a water use survey within 10 years of the date implementation is to commence. For the purposes of calculating coverage, 10% of CII accounts means the number of accounts equal to 10% of CII accounts in 1997 or the year the agency signed the MOU, whichever is later.

OR

(c) CII Conservation Performance Targets

Reduce annual water use by CII accounts by an amount equal to 10% of the annual baseline water use within 10 years of the date implementation is to commence, including savings resulting from implementation of section A (b) -- CII ULFTs.

EXHIBIT 1

D. Requirements for Documenting BMP Implementation

(a) CII Accounts

The number of accounts (or customers) and amount of water use within each of the CII sectors.

(b) 3-Year Interim CII ULFT Replacement Program

(1) Customer participant information, including retail water utility account ID's, primary contact information, facility address, facility type, number of toilets being replaced, number of toilets in facility (if available), primary reasons for toilet replacement and program participation (if available).

(2) Number of CII ULFTs replaced or distributed by CII sub sector by year.

(3) Total program cost by year, including administration and overhead, labor (staff salaries and benefits), marketing, outside services, incentives, and implementation (agency installation, rebate, permitting and remedial costs), and any required evaluation and reporting by the Council. Costs for program development and program operation shall be reported separately.

(4) Total program budget by year.

(5) Program funding sources by year, including intra-agency funding mechanisms, inter-agency cost-sharing, and state/federal financial assistance sources.

(6) Description of program design and implementation, such as types of incentives, marketing, advertising methods and levels, customer targeting methods, customer contact methods, use of outside services (e.g., consultants or community-based organizations), and participant tracking and follow up.

(7) Description of program acceptance or resistance by customers, any obstacles to implementation, and other issues affecting program implementation or effectiveness.

(8) General assessment of program effectiveness.

AND EITHER (c) OR (d)

(c) CII Water Use Survey and Customer Incentives Program

1) The number of CII accounts (or customers) offered water use surveys during the reporting period.

EXHIBIT 1

- 2) The number of new water use surveys completed during the reporting period.
- 3) The number of follow-ups completed during the reporting period.
- 4) The type and number of water saving recommendations implemented.
- 5) Agency's program budget and actual program expenditures.

(d) CII Conservation Performance Target

The estimated reduction in annual water use for all CII accounts due to agency programs, interventions, and actions. Agencies must document how savings were realized and the method and calculations for estimating savings, including the savings resulting from agency-assisted CII ULFTs replacements under section A (b).

E. Criteria to Determine BMP Implementation Status

(a) CII Accounts

Agency has identified and ranked by water use its CII accounts.

(b) CII ULFTs

Agency is on schedule to meet the coverage requirement for section A (b) within 3 years of the start of implementation. An agency will be considered on track if by the end of the first year of implementation the 10-year cumulative water savings equals or exceeds 0.5% of Total Savings Potential; by the end of the second year of implementation the 10-year cumulative water savings equals 1.5% of Total Savings Potential; and by the end of the third year of implementation the 10-year cumulative water savings equals or exceeds 3.0% of Total Savings Potential.

During the 3-year interim implementation period, cumulative savings from CII ULFT replacement programs occurring prior to January 1, 2001, may not be applied towards the interim coverage requirement. However, cumulative savings from *all* previous agency CII ULFT replacement programs may be applied toward any long-term CII ULFT coverage requirement.

AND EITHER (c) OR (d) OR (e)

EXHIBIT 1

(c) CII Water Use Survey and Customer Incentives Program

- 1) Agency has developed and implemented a strategy targeting and marketing water use surveys to CII accounts (or customers) by the end of the first reporting period following the date implementation is to commence.
- 2) Agency is on schedule to complete surveys for 10% of commercial accounts, 10% of industrial accounts, and 10% of institutional accounts within 10 years of the date implementation is to commence. Agencies may credit 50% of the number of surveys completed prior to July 1, 1996 that have not received follow-up verification of implementation, and 100% of the number of surveys completed prior to July 1, 1996 that have received a follow-up survey. Agencies may credit 100% of the number of surveys completed after July 1, 1996 against the coverage requirement.
- 3) Agencies will be considered on track if the percent of CII accounts receiving a water use survey, in aggregate, equals or exceeds the following: 0.5% of the total number of surveys required by end of first reporting period following date implementation is to commence; 2.4% by end of second reporting period; 4.2% by end of third reporting period; 6.4% by end of fourth reporting period; and 9.0% by end of fifth reporting period.

(d) CII Conservation Performance Targets

- 1) Agency is on schedule to reduce water use by CII accounts by an amount equal to 10% of baseline use (as defined in Section A) for CII accounts within 10 years of the date implementation is to commence.
- 2) Agencies will be considered on track if estimated savings as a percent of baseline water use equals or exceeds the following: 0.5% by end of first reporting period following date implementation is to commence; 2.4% by end of second reporting period; 4.2% by end of third reporting period; 6.4% by end of fourth reporting period; and 9.0% by end of fifth reporting period.
- 3) Credited water savings must be realized through agency actions performed to increase water use efficiency within the CII sector. Agencies may credit 100% of estimated annual savings of interventions since 1991 that have been site verified, and 25% of estimated annual savings of interventions that have not been site verified.
- 4) Agencies may claim the estimated savings for regulations, ordinances, or laws intended to increase water use efficiency by the CII sector, subject to the review and approval of the savings estimates by the Council. To avoid double counting, agencies justifying savings on the basis of rate structure

EXHIBIT 1

changes may not claim savings from any other actions undertaken by CII customers, third parties, or the agency.

(e) Combined Targets

Agencies may choose different tracks for different CII sectors, and will be considered in compliance with this BMP if they are on track to meet each applicable coverage requirement for each sector. In addition, agencies may implement both tracks for a given CII sector, and will be considered in compliance with this BMP if the percent of surveys completed and the percent of water savings realized, when added together, equals or exceeds the applicable compliance requirement. For example, at the end of the second reporting cycle an agency would be considered on track to meet the coverage requirement if the percent of surveys completed and the percent of water savings achieved, when added together, equaled or exceeded 2.4%. Agencies may combine tracks only if they make a convincing demonstration that savings attributable to counted surveys are not also included in their estimate of water savings for meeting the water savings performance track.

F. Water Savings Assumptions

Commercial water reduction results from Best Management Practices such as Interior and Landscape Water Surveys, Plumbing Codes, and Other Factors (Includes savings accounted for in other BMPs.) Estimated reduction in gallons per employee per day in year 2000 use occurring over the period 1980-2000: 12%.

Industrial water reduction results from Best Management Practices, Waste Discharge Fee, New Technology, Water Surveys, Plumbing Codes and Other Factors (Includes savings accounted for in other BMPs.) Estimated reduction in gallons per employee per day in year 2000 use occurring over the period 1980-2000: 15%.

EXHIBIT 1

10. WHOLESALE AGENCY ASSISTANCE PROGRAMS

(Version adopted March 10, 2004 and effective July 1, 2004)

A. Implementation

Implementation shall consist of at least the following actions:

Financial Support

1. Wholesale water suppliers will provide financial incentives, or equivalent resources, as appropriate, beneficial, and mutually agreeable to their retail water agency customers to advance water conservation efforts and effectiveness.
2. All BMPs implemented by retail water agency customers that can be shown to be cost-effective in terms of avoided cost of water from the wholesaler's perspective, using Council cost-effectiveness analysis procedures, will be supported.

Technical Support

Wholesale water agencies shall provide conservation-related technical support and information to all retail agencies for whom they serve as a wholesale supplier. At a minimum this requires:

3. Conducting, funding or promoting workshops addressing the following topics:
 - a) Council procedures for calculating program savings, costs and cost-effectiveness;
 - b) Retail agencies' BMP implementation reporting requirements; and
 - c) The technical, programmatic, strategic or other pertinent issues and developments associated with water conservation activities in each of the following areas: ULFT replacement; residential retrofits; commercial, industrial and institutional surveys; residential and large turf irrigation; and conservation-related rates and pricing.
4. Having the necessary staff or equivalent resources available to respond to retail agencies' technical and programmatic questions involving the Council's BMPs and their associated reporting requirements.

EXHIBIT 1

Program Management

Wholesale and retail agencies will retain maximum local flexibility in designing and implementing locally cost-effective BMP conservation programs. Cooperatively designed regional programs are encouraged.

5. When mutually agreeable and beneficial, the wholesaler may operate all or any part of the conservation-related activities which a given retail supplier is obligated to implement under the BMP's cost-effectiveness test. The inability or unwillingness of the wholesaler to perform this function, however, in no way relieves or reduces the retailer's obligation to fully satisfy the requirements of all BMPs which are judged cost-effective from the retailer's perspective.

Water Shortage Allocations

6. Wholesale agencies shall work in cooperation with their customers to identify and remove potential disincentives to long-term conservation created by water shortage allocation policies; and to identify opportunities to encourage and reward cost-effective investments in long-term conservation shown to advance regional water supply reliability and sufficiency.

B. Implementation Schedule

1. Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1999.
2. Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the second year following the year the agency signed or became subject to the MOU.

C. Coverage Requirements

1. Cost-effectiveness assessments completed for each BMP the wholesale agency is potentially obligated to support. The methodology used will conform to Council standards and procedures, and the information reported will be sufficient to permit independent verification of the cost-effectiveness calculations and of any exemptions claimed on cost-effectiveness grounds. Any subset of the BMPs being directly implemented by a wholesale agency will be reported.

All other BMPs supportable by the retailers located in a wholesaler's service area will be considered for financial and technical support, and will be dependent on agreement between the wholesaler and its retailers.

EXHIBIT 1

2. Agency avoided cost per acre-foot of new water supplies. The methodology used will conform to Council standards and procedures, and the information reported will be sufficient to permit independent verification of the avoided cost calculations.
3. The total monetary amount of financial support, incentives, staff support and equivalent resources provided to retail members to assist, or to otherwise support, the implementation of BMPs.
4. The total amount of verified water savings achieved by each wholesaler-assisted BMP.
5. At each reporting cycle, wholesale agencies shall provide a written offer of support to each of their retailers, and request a response from each retailer. Verification of such offers and responses shall be submitted to the Council at each regular reporting cycle via the "notes" section in the BMP reporting database.

It is recognized that wholesale agencies have limited control over retail agencies that they serve, and must act in cooperation with those retail agencies on implementation of BMPs. Thus, wholesale agencies cannot be held responsible for levels of implementation by individual retailers in their wholesale service areas.

6. Wholesale agencies will receive full credit and acknowledgement for previous BMP implementation.

D. Requirements for Documenting BMP Implementation

1. The total monetary amount of financial incentives and equivalent resources provided to retail members to assist, or to otherwise support, the implementation of BMPs, subtotaled by BMP.
2. The total amount of verified water savings achieved by each wholesaler-assisted BMP.

E. Criteria to Determine BMP Implementation Status

1. Timely and complete reporting of all information as provided for above under "Reporting and Record Keeping Requirements."
2. Offering workshops covering all topics listed above under "Technical Support."

EXHIBIT 1

3. Timely reconciliation of wholesaler and retailer BMP reports as provided for above under "BMP Reporting."

F. Water Savings Assumptions

Not quantified. Wholesalers shall use the Council's Cost and Savings Document to assess the total amount of water savings achieved by each wholesaler-supported BMP.

EXHIBIT 1

11. CONSERVATION PRICING

A. Implementation

Implementation methods shall be at least as effective as eliminating non-conserving pricing and adopting conserving pricing. For signatories supplying both water and sewer service, this BMP applies to pricing of both water and sewer service.

Signatories that supply water but not sewer service shall make good faith efforts to work with sewer agencies so that those sewer agencies adopt conservation pricing for sewer service.

- a) Non-conserving pricing provides no incentives to customers to reduce use. Such pricing is characterized by one or more of the following components: rates in which the unit price decreases as the quantity used increases (declining block rates); rates that involve charging customers a fixed amount per billing cycle regardless of the quantity used; pricing in which the typical bill is determined by high fixed charges and low commodity charges.
- b) Conservation pricing provides incentives to customers to reduce average or peak use, or both. Such pricing includes: rates designed to recover the cost of providing service; and billing for water and sewer service based on metered water use. Conservation pricing is also characterized by one or more of the following components: rates in which the unit rate is constant regardless of the quantity used (uniform rates) or increases as the quantity used increases (increasing block rates); seasonal rates or excess-use surcharges to reduce peak demands during summer months; rates based upon the longrun marginal cost or the cost of adding the next unit of capacity to the system.
- c) Adoption of lifeline rates for low income customers will neither qualify nor disqualify a rate structure as meeting the requirements of this BMP.

CUWCC Rate Impact Study

Within one year of the adoption of this BMP revision, the Council shall undertake a study to determine the relative effect of conservation rate structure influence on landscape and indoor water use. The study shall develop sample areas that incorporate varying rate structure environments (e.g., low, uniform commodity rates, high uniform commodity rates; increasing block rates, etc.). As practical, the study shall utilize direct metering of customer end uses, and shall control for weather, climate, land use patterns, income, and other factors affecting water use patterns. If the study shows significant potential savings, as determined by a balanced committee of voting Council representatives, a revised pricing BMP containing numeric targets or other appropriate standards shall be developed for a Council vote.

EXHIBIT 1

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1998.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the first year following the year the agency signed or became subject to the MOU.

C. Coverage Requirements

Agency shall maintain rate structure consistent with BMP 11's definition of conservation pricing.

D. Requirements for Documenting BMP Implementation

- a) Report annual revenue requirement by customer class for the reporting period.
- b) Report annual revenue derived from commodity charges by customer class for the reporting period.
- c) Report rate structure by customer class for water service and sewer service if provided.

E. Criteria to Determine BMP Implementation Status

Agency rate design shall be consistent with the BMP 11's definition of conservation pricing.

F. Water Savings Assumptions

Not quantified.

EXHIBIT 1

12. CONSERVATION COORDINATOR

A. Implementation

Implementation shall consist of at least the following actions:

- a) Designation of a water conservation coordinator and support staff (if necessary), whose duties shall include the following:
 - i) Coordination and oversight of conservation programs and BMP implementation;
 - ii) Preparation and submittal of the Council BMP Implementation Report;
 - iii) Communication and promotion of water conservation issues to agency senior management; coordination of agency conservation programs with operations and planning staff; preparation of annual conservation budget; participation in the Council, including regular attendance at Council meetings; and preparation of the conservation elements of the agency's Urban Water Management Plan.
- b) Agencies jointly operating regional conservation programs are not expected to staff duplicative and redundant conservation coordinator positions.

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1998.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the first year following the year the agency signed or became subject to the MOU.

C. Coverage Requirements

Agency shall staff and maintain the position of conservation coordinator and provide support staff as necessary.

D. Requirements for Documenting BMP Implementation

- a) Conservation Coordinator name, staff position, and years on job.
- b) Date Conservation Coordinator position created by agency.

EXHIBIT 1

- c) Number of Conservation Coordinator staff.
- d) Duties of Conservation Coordinator and staff.

E. Criteria to Determine BMP Implementation Status

- a) Creating and staffing a Conservation Coordinator position within the agency organization.
- b) Providing the Conservation Coordinator with the necessary resources to implement cost-effective BMPs and prepare and submit Council BMP Implementation Reports.

F. Water Savings Assumptions

Not quantified.

EXHIBIT 1

13. WATER WASTE PROHIBITION

A. Implementation

Implementation methods shall be enacting and enforcing measures prohibiting gutter flooding, single pass cooling systems in new connections, non-recirculating systems in all new conveyer car wash and commercial laundry systems, and non-recycling decorative water fountains.

Signatories shall also support efforts to develop state law regarding exchange-type water softeners that would: (1) allow the sale of only more efficient, demand-initiated regenerating (DIR) models; (2) develop minimum appliance efficiency standards that (a) increase the regeneration efficiency standard to at least 3,350 grains of hardness removed per pound of common salt used; and (b) implement an identified maximum number of gallons discharged per gallon of soft water produced; (3) allow local agencies, including municipalities and special districts, to set more stringent standards and/or to ban on-site regeneration of water softeners if it is demonstrated and found by the agency governing board that there is an adverse effect on the re-claimed water or groundwater supply.

Signatories shall also include water softener checks in home water audit programs and include information about DIR and exchange-type water softeners in their educational efforts to encourage replacement of less efficient timer models.

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1998.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the first year following the year the agency signed or became subject to the MOU.

C. Coverage Requirements

Agency shall adopt water waste prohibitions consistent with the provisions for this BMP specified in Section A of this Exhibit.

D. Requirements for Documenting BMP Implementation

Description of water waste prohibition ordinances enacted in service area.

EXHIBIT 1

E. Criteria to Determine BMP Implementation Status

Agency's water waste prohibition ordinances meet the requirements of the BMP definition.

F. Water Savings Assumptions

Not quantified.

EXHIBIT 1

14. RESIDENTIAL ULFT REPLACEMENT PROGRAMS

A. Implementation

Implementation shall consist of at least the following actions:

- a) Implementation of programs for replacing existing high-water-using toilets with ultra-low- flush (1.6 gallons or less) toilets in single-family and multi-family residences.
- b) Programs shall be at least as effective as requiring toilet replacement at time of resale; program effectiveness shall be determined using the methodology for calculating water savings in Exhibit 6 of this MOU.

After extensive review, on July 30 1992, the Council adopted Exhibit 6, "ASSUMPTIONS AND METHODOLOGY FOR DETERMINING ESTIMATES OF RELIABLE WATER SAVINGS FROM THE INSTALLATION OF ULF TOILETS." Exhibit 6 provides a methodology for calculating the level of effort required to satisfy BMP 14.

B. Implementation Schedule

- a) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 1998.
- b) Agencies signing the MOU or becoming subject to the MOU after December 31, 1997, implementation shall commence no later than July 1 of the first year following the year the agency signed or became subject to the MOU.
- c) The coverage requirement for this BMP, as specified in Section C of this Exhibit, shall be realized within 10 years of the date implementation was to commence.

C. Coverage Requirements

Water savings from residential ULFT replacement programs to equal or exceed water savings achievable through an ordinance requiring the replacement high-water-using toilets with ultra-low-flow toilets upon resale, and taking effect on the date implementation of this BMP was to commence and lasting ten years.

D. Requirements for Documenting BMP Implementation

- a) The number of single-family residences and multi-family units in service area constructed prior to 1992.

EXHIBIT 1

- b) The average number of toilets per single-family residence; the average number of toilets per multi-family unit.
- c) The average persons per household for single-family residences; the average persons per household for multi-family residences.
- d) The housing resale rate for single-family residences in service area; the housing resale rate for multi-family residences in service area.
- e) The number of ULFT installations credited to the agency's replacement program, by year.
- f) Description of ULFT replacement program
- g) Estimated cost per ULFT replacement.
- h) Estimated water savings per ULFT replacement

E. Criteria to Determine BMP Implementation Status

Calculated ULFT replacement program water savings at the end of each reporting period are within 10% of calculated retrofit-on-resale water savings, using Exhibit 6 methodology and water savings estimates.

F. Water Savings Assumptions

See Exhibit 6.

Delivery Schedule

Consultant shall be paid in the manner specified in the Table of Prices for each deliverable accepted within the prior month

Task A – BMP 1 Deliverables

- “How To” manual on performing a water use survey (item d. xiv.)
- Completed surveys verified by an updated electronic copy of the database. Payable on a per 150 completed surveys basis. (item e).

Completion Percentages and Delivery Schedule

30% - March 2006
50% - March 2007
75% - March 2008
100% - December 2008

Task B – BMP 5 Deliverables

- Evapotranspiration and moisture sensing irrigation system informational material (item i.)
- Completed surveys verified by an updated electronic copy of the database. Payable on a per 30 completed surveys basis (item f); phone log of customers contacted (item b.)

Completion Percentages and Delivery Schedule

25% - January 2006
50% - January 2007
75% - December 2007
100% - December 2008

Task C – BMP 6 Deliverables

- Completed and approved flyer (item a.)
- List of vendors (item b.)
- Completed and approved application (item d.)
- Processed and approved applications - 200 per year limit (item f.)
- Monthly updates of a spreadsheet listing customers who have received the rebates (item f.)

Task D – BMP 9 Deliverables

- Monthly phone log of contacted CII customers (item b.)
- Incentive and payback period material (item f.)
- Completed surveys verified by an updated electronic copy of the database that includes evaluation results and water savings recommendations made for each customer (item h.)
- Verification of dedicated landscape meters installed due to implementation of proposed strategy (item d.)
- Monthly progress reports on an estimated 500 one-year survey follow-ups (item g).

Completion Percentages and Delivery Schedule

25% - December 2005

50% - December 2006

75% - December 2007

100% - December 2008

Task E – BMP 14 Deliverables

- Completed and approved flyer (item a).
- Completed and approved application (item c).
- Processed and approved applications - 200 per year limit (item e).
- Monthly updates of a spreadsheet listing customers who have received the rebates (item e).

Task F

- Quarterly meetings

Delivery Schedule

Consultant shall be paid in the manner specified in the Table of Prices for each deliverable accepted within the prior month

Task A – BMP 1 Deliverables

- “How To” manual on performing a water use survey (item d. xiv.)
- Completed surveys verified by an updated electronic copy of the database. Payable on a per 150 completed surveys basis. (item e).

Completion Percentages and Delivery Schedule

30% - March 2006
50% - March 2007
75% - March 2008
100% - December 2008

Task B – BMP 5 Deliverables

- Evapotranspiration and moisture sensing irrigation system informational material (item i.)
- Completed surveys verified by an updated electronic copy of the database. Payable on a per 30 completed surveys basis (item f); phone log of customers contacted (item b.)

Completion Percentages and Delivery Schedule

25% - January 2006
50% - January 2007
75% - December 2007
100% - December 2008

Task C – BMP 6 Deliverables

- Completed and approved flyer (item a.)
- List of vendors (item b.)
- Completed and approved application (item d.)
- Processed and approved applications - 200 per year limit (item f.)
- Monthly updates of a spreadsheet listing customers who have received the rebates (item f.)

Task D – BMP 9 Deliverables

- Monthly phone log of contacted CII customers (item b.)
- Incentive and payback period material (item f.)
- Completed surveys verified by an updated electronic copy of the database that includes evaluation results and water savings recommendations made for each customer (item h.)
- Verification of dedicated landscape meters installed due to implementation of proposed strategy (item d.)
- Monthly progress reports on an estimated 500 one-year survey follow-ups (item g).

Completion Percentages and Delivery Schedule

25% - December 2005

50% - December 2006

75% - December 2007

100% - December 2008

Task E – BMP 14 Deliverables

- Completed and approved flyer (item a).
- Completed and approved application (item c).
- Processed and approved applications - 200 per year limit (item e).
- Monthly updates of a spreadsheet listing customers who have received the rebates (item e).

Task F

- Quarterly meetings

ENCLOSURE B

Award information has not been added at this time.

Bid Information

Bid Number : PW-ASD 234

Bid Title : Implementation and Administration of Water Conservation Best Management Practices

Bid Type : Service

Department : Public Works

Commodity : CONSULTING SERVICES - ENVIRONMENTAL

Open Date : 9/28/2004

Closing Date : 10/20/2004 5:30 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : Not Available

Bid Description : NOTICE IS HEREBY GIVEN that the County of Los Angeles Department of Public Works requests written proposals from qualified firms for a contract for "Implementation and Administration of Water Conservation Best Management Practices." The purpose of the contract is to assist the Los Angeles County Waterworks Districts in implementing water conservation best management practices (BMPs) required by the State of California, including but not limited to the development and administration of consumer surveys, databases and appliance rebate programs.

A Proposers' Conference will be held on Wednesday, October 6, 2004, at 2 p.m., at Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room A. This facility is compliant with the requirements of the Americans with Disabilities Act (ADA). ATTENDANCE IS MANDATORY. Public Works will reject proposals from those who do not attend this conference.

Proposers are encouraged to be prepared to ask questions concerning this Request for Proposals and the contract requirements, specifications, terms, and conditions. Upon conclusion of the Proposers' Conference, Public Works will provide further clarification, modification, or answers to questions concerning this solicitation only through written addenda to all who attended the conference, and only if time permits.

The deadline to submit proposals is Wednesday, October 20, 2004, at 5:30 p.m. Proposals must be submitted to our Lobby Cashier at Public Works' Headquarters, 900 South Fremont Avenue, Alhambra, California 91803. To ensure proper identification of your proposal, submit it in a sealed package with your company's name and address and the name of this project clearly shown on the outside of the package.

Please direct your questions to Ms. Angelica Maldonado at (626) 458-4080, Monday through Thursday, 7 a.m. to 5 p.m. If not enclosed with this notice, the Request for Proposals with specifications, terms, conditions, requirements, instructions for preparing and submitting proposals, and forms may be obtained at no charge from our Lobby Cashier at the above address, Monday through Thursday, 7 a.m. to 5:30 p.m. To have it mailed, contact Ms. Angelica Maldonado at (626) 458-4080 or at amaldona@ladpw.org.

Upon reasonable notice, we can provide contract information in alternate formats and/or make other accommodations for people with disabilities. To request accommodations or more ADA information, please contact our ADA Coordinator at (626) 458-4081 or TDD at (626) 282-7829, Monday through Thursday, 7 a.m. to 5:30 p.m.

Contact Name : Angelica Maldonado

Contact Phone# : (626) 458-4080

Contact Email : amaldona@ladpw.org

Last Changed On : 9/30/2004 4:17:59 PM

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FORM PW-9

County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: <i>Lisa Morgan-Perales</i>	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVer) Vendor Number: <i>N/A</i>	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input checked="" type="checkbox"/> Other (Please Specify):	<i>CONSULTANT</i>					
Total Number of Employees (including owners):	<i>0</i>					
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/Officers		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	<i>100</i> %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <i>Lisa Morgan-Perales</i>	Title: <i>CONSULTANT</i>	Date: <i>10-19-04</i>
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County of Los Angeles
Request for Local Small Business Enterprise (SBE) Preference Program Consideration and
CBE Firm/Organization Information Form

All proposers responding to the Request for Proposals must complete and return this form for proper consideration of the proposal.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: EXPERT, Inc.	
<input checked="" type="checkbox"/> I AM NOT	A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission.
<input type="checkbox"/> I AM	
<input type="checkbox"/> As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.	
My County (WebVen) Vendor Number:	

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Nonprofit	<input type="checkbox"/> Franchise	
<input type="checkbox"/> Other (Please Specify):						
Total Number of Employees (including owners): 3						
Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American	2		1		1	
Hispanic/Latino		1				1
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	n/a %	n/a %	n/a %	n/a %	n/a %	n/a %
Women	n/a %	n/a %	n/a %	n/a %	n/a %	n/a %

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvan- taged	Disabled Veteran	Expiration Date

V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND CORRECT.

Authorized Signature: <i>Kenneth D. Williams</i>	Title: Executive Director	Date: 10/18/04
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