



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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April 14, 2009

IN REPLY PLEASE
REFER TO FILE: WW-1

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 APRIL 14, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**LOS ANGELES COUNTY WATERWORKS DISTRICTS
ACCEPTANCE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES
WATER CONSERVATION CUSTOMER REBATE PROGRAM GRANT
(SUPERVISORIAL DISTRICTS 3, 4, AND 5)
(3 VOTES)**

SUBJECT

This action is to accept a grant in the amount of \$250,000 from the California Department of Water Resources to allow the Los Angeles County Waterworks Districts to provide more of its customers with rebates and to add a grass lawn alternative rebate to its existing Water Conservation Customer Rebate Program.

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

1. Accept a grant in the amount of \$250,000 from the California Department of Water Resources to supplement and expand the Water Conservation Customer Rebate Program of the Los Angeles County Waterworks Districts.
2. Authorize the Director of Public Works or her designee to conduct business with the California Department of Water Resources on any and all matters related to this grant, including executing a Grant Agreement and to sign requests for reimbursement for and on behalf of your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to accept a grant from the California Department of Water Resources to provide additional funding for the existing Customer Rebate Program of the Los Angeles County Waterworks Districts (Districts), which will allow more of the Districts' customers to participate in the rebate program for installation of water-efficient toilets and washing machines. In addition, the grant will add a new rebate for those customers who replace their current high-water-use grass lawns with low-water-use alternatives such as native plants or xeriscape.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by actively seeking external funding sources and by providing customer-oriented programs that promote environmentally responsible practices including actions to meet the County goal of a 20 percent reduction in water usage by 2015.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The current Board-approved budget for the Water Conservation Customer Rebate Program is \$300,000 per year, financed through the general funds of each District. Acceptance of this grant would supplement that budget by \$250,000 in matching State Grant funds over a period of two years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of \$100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement for your Board's review prior to the departments conducting activities covered under this grant. Accordingly, the Grant Management Statement (Attachment A) for this grant is attached.

The draft grant agreement (Attachment B) has been reviewed and approved by County Counsel as to form. The final grant agreement will be executed upon your Board's approval.

Each customer who installs a water-efficient toilet or high-efficiency clothes washer contributes a small water savings to the overall water picture. Rebate programs are designed to encourage customers to take an active role in water conservation and heighten awareness of the importance of saving water. The grass lawn alternative rebate will provide customers with a modest financial incentive to replace their high-water-use lawns with low-water-use alternatives such as native plants.

Providing customer rebates for the purchase and installation of water-saving devices is part of the County's overall program of promoting water conservation as well as part of the water conservation program of the Districts. The Districts are a signatory to the Memorandum of Understanding with the California Urban Water Conservation Council, which encourages customer rebates as one of its fourteen recommended best-management practices for water conservation.

ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b), Subsections (4) and (5), of the California Environmental Quality Act Guidelines, the proposed action does not constitute a project and, therefore, is not subject to the requirements of the California Environmental Quality Act. These exceptions provide for the authorization to accept a grant and subsequent customer rebates for water conservation since it is a fiscal activity, which does not involve any commitment to any specific project, which may result in a potentially significant impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The grant will augment the Water Conservation Customer Rebate Program by providing additional rebate funding over a two-year period to facilitate additional customer rebates for the purchase and installation of water saving devices.

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CONCLUSION

Please return three adopted copies of this letter to the Department of Public Works,
Waterworks Division.

Respectfully submitted,



GF GAIL FARBER
Director of Public Works

GF:AA:lr

Attachments (2)

c: Chief Executive Office (Lari Sheehan)
County Counsel

ATTACHMENT A

**Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More**

Department: Public Works		
Grant Project Title and Description		
Agreement 4600008304 for the Enhanced Water Conservation and Water Use Efficiency Customer Rebate Program		
Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
California Department of Water Resources	Water Code Chapter 7, Section 79550(g) of Proposition 50	N/A
Total Amount of Grant Funding: \$250,000		County Match: \$700,000
Grant Period: Two Years from Date of Execution	Begin Date: tbd	End Date:
Number of Personnel Hired Under This Grant:	Full Time: 0	Part Time: 0
Obligations Imposed on the County When the Grant Expires		
Will all personnel hired for this program be informed this is a grant-funded program? N/A	Yes ___	No ___
Will all personnel hired for this program be placed on temporary ("N") items? N/A	Yes ___	No ___
Is the County obligated to continue this program after the grant expires?	Yes ___	No <u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:		
a.) Absorb the program cost without reducing other services	Yes <u>X</u>	No ___
b.) Identify other revenue sources (describe below)	Yes ___	No <u>X</u>
c.) Eliminate or reduce, as appropriate, positions/program costs funded by the grant.	Yes <u>X</u>	No ___
Impact of additional personnel on existing space:		
Other requirements not mentioned above: This program was approved by the Board in June 2008 at a County funding level of \$300,000 per year. During the two-year grant funding period, it will be supplemented by grant funds and implemented at the level of \$425,000 per year. After grant expiration, the program will revert to the \$300,000 per year funding level.		

Department Head Signature 

Date: 4-1-09

ATTACHMENT B

Agreement 4600008304
County of Los Angeles
Enhanced Water Conservation and
Water Use Efficiency Customer Rebate Program
Drought Grant

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

AND

COUNTY OF LOS ANGELES

FOR URBAN DROUGHT ASSISTANCE GRANT UNDER
PROPOSITION 50, THE WATER SECURITY, CLEAN DRINKING WATER,
COASTAL AND BEACH PROTECTION ACT OF 2002

Agreement 4600008304
County of Los Angeles
Enhanced Water Conservation and
Water Use Efficiency Customer Rebate Program
Drought Grant

This Agreement is entered into between the State of California, acting by and through the Department of Water Resources, (State) and the County of Los Angeles, (Grantee).

The State and Grantee agree as follows:

SECTION 1 PURPOSE OF GRANT

This State Grant is made by the State to the Grantee to assist in financing a Water Conservation Project pursuant to the California Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002. This Grant program implements Water Code Chapter 7, Section 79550(g) of Proposition 50.

Grant funds may be used only as provided in this Agreement for such Eligible Project Costs as set forth in the Project description and Budget, copies of which are incorporated herein as reference. Exhibit B, "Statement of Work" and Exhibit C, "Budget" which describe tasks to be accomplished and costs associated with those tasks under this Agreement.

SECTION 2 TERM OF STATE GRANT

The term of this Agreement shall be for two years from the date of execution.

SECTION 3 PROJECT COSTS

The Total Project Costs (identified in Exhibit C) are estimated to be \$950,000.00.

SECTION 4 STATE GRANT

Subject to the availability of funds, the State will grant to the Grantee in accordance with the terms of this Agreement an amount not to exceed \$250,000.00, as State Share, as identified in Exhibit C, for Eligible Project Costs.

SECTION 5 GRANTEE'S COST SHARE AMOUNT

The Grantee agrees to fund the difference, if any, between the estimated Project Cost (Section 3) and the State Grant (Section 4). Grantee's Costs are estimated to be \$700,000.00, as identified in Exhibit C.

SECTION 6 INCORPORATION OF STANDARD CONDITIONS AND GRANTEE COMMITMENTS

In addition to Exhibits B and C, this agreement incorporates Exhibit A, "Standard Terms". The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations and statements made by the Grantee in the Application, documents, amendments and communications filed in support of its request for financing.

SECTION 7 CONDITIONS FOR DISBURSEMENT

The Grantee shall meet all conditions for disbursement of money under this Agreement, including the provisions of Exhibit A-6. Failure by Grantee to comply may, at the option of the State, result in termination of the Agreement.

SECTION 8 PROGRESS REPORTS AND STATEMENT OF COSTS

The Grantee shall submit quarterly progress reports, starting 3 months after date of execution, or as detailed in the Exhibit B; B7 "Schedule of Progress Reports and Payments" on the status of the Project and a Statement of Costs to the Department of Water Resources. The submittal and approval by the State of these reports is a requirement for continued disbursement of State Grant funds. Progress reports shall summarize the work completed during the reporting period, include a statement of progress toward completion compared to the Project schedule, and provide a comparison of costs to date compared to the approved scope of work and Project budget. Quarterly Reports will follow the format requirements set forth in Exhibit B; Attachment 1.

SECTION 9 FINAL REPORTS

The Grantee shall submit a Draft Final Report on Project completion or termination and expenditures for the State's review and comment. The Draft Final Report shall be modified to incorporate the State's comments, if any, and resubmitted, as Final Report within sixty (60) days of the Grantee's receipt of the State's comments. The Grantee shall also submit Post-Completion Annual Reports and updates. Reporting will follow the format requirements set in Exhibit B, Attachments 2 and 3.

SECTION 10 OPERATIONS AND MAINTENANCE OF "CONSTRUCTION" PROJECT

In consideration of the State Grant, the Grantee agrees, for the useful life of the Project to expeditiously commence and to continue operation of the Project and shall cause the Project to be operated in an efficient and economical manner; shall provide for all repairs, renewals, and replacements necessary to the efficient operation of the Project; and shall cause the Project to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. Refusal of the Grantee to operate and maintain the Project in accordance with this provision may, at the option of the State, be considered a material breach of Agreement and may be treated as default under default provisions Exhibit A-25.

SECTION 11 RELATIONSHIPS OF PARTIES

The Grantee, its contractors, subcontractors, and their respective agents and employees required for performing any work under this Agreement shall act in an independent capacity and not as officers, employees, or agents of the State.

The Grantee is solely responsible for planning and implementation of the Project. Review or approval of plans, specifications, bid documents or other construction documents by the State is solely for the purpose of proper administration of State Grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.

SECTION 12 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

The Grantee shall be responsible for obtaining any and all permits, licenses and approvals required for performing any work under this Agreement, including those necessary for planning and implementing the Project. The Grantee shall be responsible for complying with all applicable federal, State and local laws, rules or regulations affecting any such work, specifically including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations and ordinances.

SECTION 13 GRANTEE'S RESPONSIBILITIES FOR WORK

The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, subcontractors, suppliers and providers of services. The Grantee shall give personal supervision to any work required under this Agreement or employ a competent representative, satisfactory to the State, with the authority to act for the Grantee. The Grantee or its authorized representative shall be present while work is in progress. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with the Grantee's contractors and subcontractors. The State will not

Agreement 4600008304
County of Los Angeles
Enhanced Water Conservation and
Water Use Efficiency Customer Rebate Program
Drought Grant

mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

SECTION 14 PROJECT OFFICIALS AND NOTICES

The Chief, Office of Water Use Efficiency and Transfers, Department of Water Resources shall be the State's representative and shall have the authority to sign Agreement and amendments to the Agreement if needed, and to make determinations with respect to each controversy or discrepancy arising under or in connection with the interpretation, performance, or payment for work performed under this Agreement.

The Grantee Project Director shall be Adam Ariki. The Grantee Project Director shall be the Grantee's representative for the administration of the Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests. All communications given to the Project Director shall be as binding as if given to the Grantee.

Either party may change its representative upon written notice to the other party.

Notices required to be given to the State in writing by the Grantee under this Agreement shall be sent to:

Baryohay Davidoff, Manager
Water Use Efficiency Grant Program
State of California
Department of Water Resources
Office of Water Use Efficiency and Transfers
901 P Street, Room 313A
Post Office Box 942836
Sacramento, CA 94236-0001

Notices required to be given to the Grantee in writing by the State under this Agreement shall be sent to:

Adam Ariki, Assistant Deputy Director
County of Los Angeles
900 South Fremont Avenue
Alhambra, CA 91803

A change of address for delivery or notice may be made by either party by written notice of such change of address to the other party.

All such notices shall be enclosed in a properly addressed, postage prepaid envelope and deposited in a United States Post Office for delivery by registered or certified mail.

