

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal  
Dept: City Manager  
Subject: AGREEMENT WITH MUNICIPAL WATER DISTRICT OF ORANGE COUNTY FOR PILOT TURF REMOVAL REBATE PROGRAM

From: Keith G. Jones  
Dept: Public Works  
Date: December 14, 2010

OBJECTIVE

To request that the City Council approve an agreement with the Municipal Water District of Orange County (MWDOC) for the participation in the Pilot Turf Removal Rebate Program (Program).

BACKGROUND

MWDOC received approximately \$300,000 from the Metropolitan Water District of Southern California (MET) to implement water conservation projects specific to their service area and to explore new innovative projects. In response to a majority of MWDOC member agency requests, MWDOC adopted a rebate program for removing irrigated turf grass. The program will be administered by MWDOC. This program would complement the existing rebate programs offered region-wide for the weather based irrigation controllers and sprinkler nozzles.

DISCUSSION

The program requires exposed soil, in areas where turf is removed, to be covered with a combination of plant types such as shrubs, flowering ground covers, or drought tolerant plants. Additionally, program participants must comply with the City's updated Model Water Efficient Landscape Ordinance. The program is designed similar to the current rebate program for the weather based irrigation controllers. The City will cover inspection costs for both residential and commercial participants that are eligible for the program. The following retail water agencies and cities are planning on participating in the program: Brea, El Toro Water District, Huntington Beach, Irvine Ranch Water District, Mesa Consolidated Water District, Moulton Niguel Water District, San Clemente, Santa Margarita, South Coast Water District and Yorba Linda Water District. Having received limited funding from MET, MWDOC will offer this program until January 31, 2011. The program may continue depending on the program response and available funding.

AGREEMENT WITH MUNICIPAL  
WATER DISTRICT OF ORANGE  
COUNTY FOR PILOT TURF REMOVAL  
REBATE PROGRAM  
December 14, 2010  
Page 2

FINANCIAL IMPACT

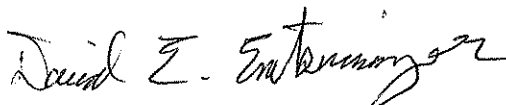
Funding for this agreement is available within the Water Services Budget. There is no impact to the General Fund.

RECOMMENDATION

It is recommended that the City Council:

- Authorize the Mayor to execute the agreement between the City and Municipal Water District of Orange County for the participation in the Pilot Turf Removal Rebate Program.
- Authorize the Finance Director to approve payment to participate in the Pilot Turf Removal Rebate Program.

  
KEITH G. JONES  
Director of Public Works

  
BY: David E. Enstminger  
Water Services Manager

Attachment: Agreement

**Recommended for Approval**

  
**Matthew Ferial**  
City Manager

**Agreement for Participation  
in  
Municipal Water District of Orange County's  
Turf Removal Program**

This agreement for participation and, where indicated, co-funding ("Agreement") is made on the last date signed below by and between MUNICIPAL WATER DISTRICT OF ORANGE COUNTY ("MWDOC") and \_\_\_\_\_ ("Participant"). When executed, this Agreement provides for participation in the Turf Removal Program ("Program") administered by MWDOC in Participant's service area, as described herein.

1. **Rebate Program.** MWDOC has developed and arranged funding for the Program through the Metropolitan Water District of Southern California ("Metropolitan"). The Program will provide financial incentives on a first come, first served basis while Metropolitan funding lasts for the removal of turf by residential and small commercial water users within Participant's service area. Turf removal projects must meet Program guidelines to be eligible for financial incentives in the form of a cash payment for each square foot of removed turf. The Program's objectives are to achieve savings in water consumption, reduce water runoff to storm drains and natural water bodies, and promote the goals of the applicable Best Management Practices.
2. **Requirements for All Participants.** All Participants are required to either conduct pre- **and** post-turf removal site inspections for all Program Applications submitted to MWDOC from within the Participant's service area, or provide funding to MWDOC for the cost of MWDOC's site installation inspection consultant, Mission Resource Conservation District (MRCD), to conduct both pre and post-turf removal inspections.
  - 2.1. Upon receipt of a Program Application, MWDOC shall enter the application information into its database and issue a pre-turf removal inspection work order to Participant. If Participant elects to have MRCD complete the site inspection, it will so indicate on the work order and return it promptly to MWDOC.
  - 2.2. If Participant elects to provide in-kind inspection services, Participant shall be responsible for the following activities.
    - 2.2.1. Participant shall schedule and conduct a pre and post-turf removal inspection, complete the pre and post-turf removal work order as provided by MWDOC with the required data and site photographs, and establish that the applicant's proposed project and site are consistent with the intent of the Program. The pre-turf removal inspection shall establish that the applicant's site consists of between 250 and 10,000 square feet of live turf being irrigated with potable water. The post-turf removal inspection shall collect the data listed in Paragraph 2.5 of this agreement.
    - 2.2.2. At the conclusion of the pre and post-turf removal inspection, Participant shall submit the completed work order to MWDOC. The pre-turf removal inspection work order shall contain a recommendation to approve or deny the application. If MWDOC staff agrees with the recommendation, it shall approve the application, designate the site as an eligible Program turf removal project, and issue a Notice to Proceed to the applicant, or reject the application and issue a Participation Denial Notice to the applicant. The post-turf removal inspection work order shall be the basis for calculating the rebate incentive.

## **Agreement for Participation MWDOC Turf Removal Program**

- 2.2.3. If MWDOC staff disagrees with Participant's recommendation, MWDOC will so notify Participant. Participant may renew its recommendation and submit it to MWDOC for reconsideration, but the final decision on a Notice to Proceed lies with MWDOC.
- 2.3. If Participant elects to provide funding to MWDOC for MRCD inspection services for both the pre and post-turf removal inspections, Participant shall be responsible for the following activities.
- 2.3.1. Upon receipt of pre-turf removal inspection work order from MWDOC, Participant shall return the work order to MWDOC with a request to have the site inspection(s) completed by MRCD at Participant's cost.
- 2.3.2. At the conclusion of the pre-turf removal inspection, MWDOC will contact Participant with a recommendation that the application be approved or denied. Participant shall promptly review the recommendation and notify MWDOC if it agrees or disagrees. MWDOC will work with Participant in good faith to resolve differences of opinion regarding the status of a particular application, but the final decision on issuing a Notice to Proceed lies with MWDOC. Once MWDOC has made a final decision on an application, MWDOC will issue a Notice to Proceed or a Participation Denial Notice to the applicant.
- 2.3.3. At the conclusion of the post-turf removal inspection, MWDOC will direct its accounting department to issue a rebate incentive check to the party listed on the Program application within a six (6) week period. Rebate incentive shall be based on the square footage calculation listed on the post-turf removal work order.
- 2.3.4. Participant shall be responsible for the actual cost charged to MWDOC by MRCD for pre- and post-turf removal inspections, which will be invoiced to Participants on a monthly basis by MWDOC. MRCD inspection costs are invoiced to MWDOC pursuant to a services agreement between MRCD and MWDOC. At the time this Agreement is executed, the residential turf removal inspection cost as charged to MWDOC by MRCD is \$89 per residential inspection. The total cost for both pre and post-turf removal residential inspections is thus \$178.00. The current commercial inspection cost as charged to MWDOC by MRCD is approximately \$151.36 per inspection, based on an average of four (4) hours for a small commercial site at \$37.84 per hour. Again, two commercial inspections are required, for a total estimated cost of \$302.72. If and when the MRCD costs increase, MWDOC will pass the increases through to Participant.
- 2.4. The post-turf removal inspection, whether completed by Participant or MRCD, shall establish the following:
- 2.4.1. The site's precise turf removal area in square feet as removed in association with this Program. This shall be the basis for calculating the amount of each site's rebate.
- 2.4.2. The site's turf removal area does not include any live or synthetic turf.
- 2.4.3. The converted area's irrigation system, if any, is a low flow system (drip or bubblers). If part of a lawn is converted, the sprinkler system must be properly modified to provide adequate coverage to the remaining lawn without spraying the converted area.
- 2.4.4. All exposed soil in the converted area is covered with a 2-3" layer of mulch, except in areas planted with creeping or rooting groundcovers or directly seeded.

**Agreement for Participation  
MWDOC Turf Removal Program**

- 2.4.5. Converted area is permeable to air and water. Weed barriers must be permeable. Concrete, plastic sheeting or other impermeable surfaces do not qualify for incentives under the Program.
- 2.4.6. No invasive plant species are used.

**3. Option: Requirements for Participants Providing Supplemental Funding For Rebate Incentives.** Participant has the option to provide supplemental funding to customers in its service area to further incentivize participation. Supplemental funding for rebate incentives on behalf of Participant, if any, is set forth in Table 3.1 below. If Participant has elected not to provide additional funding upon initial execution of this Agreement, Table 3.1 below will contain "\$0" funds.

**TABLE 3.1 – OPTIONAL SUPPLEMENTAL FUNDING**

Agency Name :	
Supplemental Funding Levels	
Incentive per Square Foot/Site	\$
Maximum for Rebate Incentives	\$

Without formal written amendment of this Agreement, Participant (if no supplemental funding is initially provided) may at any time during the term of the Agreement notify MWDOC that it will begin providing supplemental funding. In addition, at any time during the term of the Agreement, Participant may make additional supplemental funding available. Both changes may be accomplished by written notice to MWDOC in the form of a letter from Participant's General Manager.

If Participant notifies MWDOC of its intent to terminate its supplemental funding, or the maximum supplemental funding amount is exhausted, MWDOC will continue to offer the basic incentives provided herein.

**4. MWDOC's Obligations.** In addition to the obligations stated above, under this Agreement MWDOC shall be responsible to Participant for the following:

- 4.1. Providing a base incentive of \$1 per square foot of verified removed turf on a first come first served basis while Metropolitan funds exist during the term of this Agreement to the eligible applicants who successfully complete the participation process;
- 4.2. Databasing all applications received on Participant's behalf;
- 4.3. Ensuring that timely reports on the Program's results are prepared by MWDOC's staff;
- 4.4. Developing a database of information regarding participation in the Program and providing monthly electronic and written reports of activity to Participant. The electronic reports will include, without limitation, Participant's customer account number, customer name, service address, quantity of turf removed, Participant's level of supplemental funding provided (if any), and base incentive paid;
- 4.5. Invoicing Participant for its supplemental funding obligation and monitoring the number of rebate applications approved in Participant's service territory to ensure that it is within the "Optional Supplemental Funding" as provided in Table 3.1 of this Agreement. MWDOC does not guarantee any minimum number of rebates will be available for Participant's service area.

**Agreement for Participation  
MWDOC Turf Removal Program**

- 4.6. Invoicing Participant for Participant's obligation for inspection services as performed by MWDOC's inspection contractor, MRCD.
  - 4.7. Reporting to Metropolitan on a monthly basis, detailing the Program's activity and requesting reimbursement for those activities at a rate of \$1 per square foot of removed turf.
- 5. Participant's Obligations.** In addition to the obligations stated above, under this Agreement Participant shall be responsible to MWDOC for the following:
- 5.1. Based on invoicing from MWDOC, paying MWDOC for the amount of supplemental funding(s) expensed on its behalf within thirty (30) days of the date of the MWDOC invoice.
  - 5.2. Based on invoicing from MWDOC, paying MWDOC for the inspection services MWDOC's inspection contractor, MRCD, performed for Participant.
  - 5.3. Working with MWDOC in good faith to evaluate each site's qualifications for participation in the Program.
- 6. Confidentiality.** MWDOC agrees to maintain the confidentiality of Participant's customer names, addresses and other information about participants in the Program gathered in connection with the Program, and MWDOC will not cause or permit the disclosure of such information except as necessary to carry out the Program. To the extent MWDOC contracts with third party contractors to carry out all or any portion of the Program, MWDOC will require such contractors to maintain the confidentiality of such customer information.
- 7. Indemnification.** MWDOC has designed the Program so that the applicant is solely responsible for the manner in which the turf is removed and selection of the landscape contractor, if any, that will remove it, and each applicant will be required to sign a release and waiver of any claims against MWDOC and/or Participant. MWDOC will require applicants to indemnify MWDOC and Participant against claims arising out of the turf removal. Nevertheless, to the extent that MWDOC or Participant or their respective staffs perform any activities in connection with the Program, each agrees to indemnify and hold the other harmless from any and all liability, claims, obligations, damages and suites arising out of such activities.
- 8. Term.** This Agreement shall commence on the last date signed below and continue until March 31, 2012 ("Program Expiration"), unless extended by the parties.
- 9. Early Termination.** Participant may terminate this Agreement at any time upon thirty (30) days' written notice to MWDOC. MWDOC may terminate this Agreement prior to the Program Expiration date without prior notice in the event funding for the Program is exhausted, reduced, eliminated or unavailable from any funding source, for any reason. If MWDOC deems it necessary to terminate this Program for any other reason, MWDOC shall give Participant thirty (30) days' written notice. In the event of termination by either party, Participant shall be responsible for payment of its supplemental funding contribution for all applications for which MWDOC has issued a Notice to Proceed prior to the effective date of the termination.

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**Agreement for Participation  
MWDOC Turf Removal Program**

Dated: \_\_\_\_\_

MUNICIPAL WATER DISTRICT OF  
ORANGE COUNTY

By: \_\_\_\_\_  
Kevin P. Hunt, P.E.  
General Manager

Dated: \_\_\_\_\_

Approved as to Form:  
McCormick, Kidman & Behrens, LLC

\_\_\_\_\_  
Russell G. Behrens  
Daniel J. Payne  
Legal Counsel

CITY OF GARDEN GROVE  
Participating Agency

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
William J. Dalton  
Mayor

Dated: 12/1/10

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

**Internal Use Only:**

Program No.  
\_\_\_\_\_

Line Item:  
\_\_\_\_\_

Funding Year:  
\_\_\_\_\_

Contract Amt.:  
\_\_\_\_\_

Purchase Order #:  
\_\_\_\_\_

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MWDOC Turf Removal Program**

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**Agreement for Participation  
MWDOC Turf Removal Program**

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**Agreement for Participation  
MWDOC Turf Removal Program**

Dated: \_\_\_\_\_

MUNICIPAL WATER DISTRICT OF  
ORANGE COUNTY

By: \_\_\_\_\_  
Kevin P. Hunt, P.E.  
General Manager

Dated: \_\_\_\_\_

Approved as to Form:  
McCormick, Kidman & Behrens, LLC

\_\_\_\_\_  
Russell G. Behrens  
Daniel J. Payne  
Legal Counsel

CITY OF GARDEN GROVE  
Participating Agency

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
William J. Dalton  
Mayor

Dated: 12/1/10

Approved as to Form:

  
\_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

**Internal Use Only:**

Program No.  
\_\_\_\_\_

Line Item:  
\_\_\_\_\_

Funding Year:  
\_\_\_\_\_

Contract Amt.:  
\_\_\_\_\_

Purchase Order #:  
\_\_\_\_\_