

APPROVAL OF AN WITH THE MUNICIPAL WATER DISTRICT OF ORANGE COUNTY
FOR PARTICIPATION IN THE WATER SMART HOME CERTIFICATION PROGRAM

August 27, 2013

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FINANCIAL IMPACT

MWDOC has developed and arranged funding for the program through the United States Bureau of Reclamation and the Metropolitan Water District of Southern California. There is no impact to the General Fund and Water Enterprise Fund.

RECOMMENDATION

It is recommended that City Council:

- Approve the attached agreement with the Municipal Water District of Orange County for the City's participation in the Water Smart Home Certification Program; and
- Authorize the Mayor to execute the agreement with the Municipal Water District of Orange County on behalf of the City.



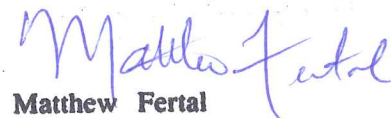
WILLIAM E. MURRAY, P.E.
Public Works Director/City Engineer



By: Katie Victoria
Administrative Analyst

Attachment: Agreement with MWDOC

Recommended for Approval



Matthew Fertal
City Manager

**Agreement for Participation
in
Municipal Water District of Orange County's
Water Smart Home Certification 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 the CITY OF GARDEN GROVE ("Agency"). When executed, this Agreement provides for participation in the Water Smart Home Certification Program ("Program") administered by MWDOC in Agency's service area, as described herein.

1. **Rebate Program.** MWDOC has developed and arranged funding for the Program through the United States Bureau of Reclamation ("USBR") and the Metropolitan Water District of Southern California. The Program will provide financial incentives on a first come, first served basis while USBR funding lasts for the performance of indoor and outdoor water use surveys for residential single-family detached property owners within Agency's service area. Water Smart Home Certification Applicants must meet Program guidelines to be eligible for the Program. Through an extensive marketing campaign designed to convince Orange County, California single-family home owners of the value of a home water survey, the Program's objectives are to identify potential water savings inside and outside the home and encourage property owners to perform water saving enhancements intended to reduce residential water consumption.

2. **Site Inspection; Election by Agency.** Agency must either (1) allow MWDOC's site installation inspection consultant, Mission Resource Conservation District (MRCD), to conduct indoor and/or outdoor home water surveys, or (2) conduct indoor and/or outdoor home water surveys for all Program Applications submitted to MWDOC from within the Agency's service area. If Agency elects to conduct indoor and outdoor home water surveys, MWDOC will provide \$133.50 for surveys meeting all MWDOC survey program requirements, conducted in both indoor and outdoor areas of the site. If only an outdoor survey is performed, MWDOC will provide \$89.00, provided the completed survey meets all MWDOC survey program requirements.

By its initials below, Agency hereby elects to either:

**(1) Conduct its own surveys,
as described herein:**

Initials Here

or

**(2) Allow MWDOC to conduct surveys,
as described herein:**

Initials Here

NOTE: During the Term of this Agreement, the Agency may change its election at any time by giving written notice to MWDOC on Agency letterhead signed by an authorized Agency representative.

Agreement for Participation MWDOC's Home Certification Water Survey Program

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

3.1. General provisions for Agency participation in the Program

- 3.1.1. Agency will work with MWDOC in good faith to evaluate each site's qualifications for participation in the Program.
- 3.1.2. Agency will work in an expedient manner to process all Applicants through the Program.
- 3.1.3. Agency will provide MWDOC with any requested water use data of customers in the Program in a timely manner.
- 3.1.4. Agency will respond to requests from MWDOC for information regarding the Program in order for MWDOC to perform program duties.
- 3.1.5. Agency will work closely with MWDOC's marketing and promotion efforts in order to obtain the minimum number of Program participants.
- 3.1.6. Each Applicant requesting to participate in the Program will be required to prove residency in Agency's service territory. In order to verify residency, in response to MWDOC's request, Agency will verify that Applicant is a customer of Agency. MWDOC will email Agency Applicants contact information, including water account number and Agency will respond by email within one (1) business day.
- 3.1.7. Verification notification will consist of the following;
 - Affirmation or rejection of Applicant residing in Agencies service territory.
 - Applicant is the owner of the survey location
 - Location is a single-family detached house
- 3.1.8. Included as part of the Program, MWDOC will take the results of the data collected and issue a customized Home Water Audit Report detailing all of the water using devices and any potential enhancements the Applicant can make to become a Water Smart Home. Agency will declare to MWDOC how they wish MWDOC to deliver the audit report, either given directly to the Applicant or to the Agency for distribution to the Applicant.
- 3.1.9. Included as part of the Program is the potential for each home water survey site to be "Certified" as a Water Smart Home. These Water Smart Homes will be given an official Certification document. Agency will declare to MWDOC how they wish MWDOC to deliver the Certifications, either directly to the Applicant or to the Agency for distribution to the Applicant.

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3.2. If Agency elects to have MWDOC perform all home water surveys within Agency's service territory, Agency shall be responsible for the following activities.

- 3.2.1. Agency will work with MWDOC in good faith to resolve differences regarding the status of a particular survey, but the final decision on issuing a Home Water Smart certificate lies with MWDOC.
- 3.2.2. Upon request by MWDOC, Agency will work to assist Applicant with Program participation issues.

3.3. If Agency elects to perform the home water survey, Agency shall be responsible for the following activities.

- 3.3.1. Upon receipt of a Program Application, MWDOC shall enter the application information into its database and issue a home water survey work order to Agency. Agency shall
 - Contact the Applicant and schedule the home water survey,
 - Secure from the Applicant written authorization to perform the home water survey. Applicant permission is for both indoor and outdoor access to the property. Attachment 1, attached herein, is the Written Permission Access Waiver
 - Complete as accurately as possible and in full, the home water survey data collection forms. Attachment 2, attached herein, is the Data Collection forms Agency will use to collect home water survey site data.
 - Take digital photos of the home water survey site detailing the overall landscape condition, irrigation devices, any leaks present, and any other relevant landscape issues.
- 3.3.2. At the conclusion of the home water survey, Agency shall submit the completed work order to MWDOC along with a signed release by the residential Applicant acknowledging the survey was performed with permission given to the Agency to enter the property.
- 3.3.3. Submitted work orders must be sent via email along with a database in Excel format, which will be provided to Agency by MWDOC, that includes all the data points collected during the home water survey.
- 3.3.4. Monthly invoices must be submitted by the 10th of each month, detailing surveys completed in Agency's service area. Invoices must include a report with the following attributes: first and last name, application number, street address, date of survey, and total number of surveys.

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MWDOC's Home Certification Water Survey Program**

4. **MWDOC's Obligations.** In addition to the obligations stated above, under this Agreement MWDOC shall be responsible to Agency for the following:
 - 4.1. Providing a reimbursement of \$133.50 per each combined indoor and outdoor survey performed, and \$89.00 per each survey performed outdoor only. Reimbursements for surveys are on a first-come, first-served basis while USBR funds exist during the term of this Agreement. MWDOC does not guarantee the USBR funding will last the entire term of the Agreement;
 - 4.2. Databasing all applications received on Agency'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 Agency. The electronic reports will include, without limitation, Agency's customer account number, customer name, service address, survey results;
 - 4.5. Providing a reimbursement report to Agency for the home water surveys performed in Agency's service territory. MWDOC does not guarantee any minimum number of surveys will be available for Agency's service area.
 - 4.6. Reporting to Metropolitan on a monthly basis, detailing the surveys performed activity and requesting reimbursement for those surveys.
 - 4.7. At the conclusion of the home water survey, issuing a home water survey report notifying the Applicant of their indoor and outdoor scoring results and the recommendations to increase their home water savings and obtain a water smart home certification.
 - 4.8. It will be the responsibility of Applicant to supply MWDOC with proof that water saving actions have been taken at the home, warranting a Water Smart Home Certification. Upon submittal of proof that all actions have been taken, MWDOC shall review the submitted invoices, documents, actions and compare them with the home's Water Smart Report for final certification scoring.
5. **Confidentiality.** MWDOC agrees to maintain the confidentiality of Agency's customer names, addresses and other personal information gathered in connection with the Program. MWDOC will not cause or permit the disclosure of such information except as necessary to carry out the Program or as required by law. To the extent MWDOC contracts with third party contractors to carry out all or any portion of the Program, MWDOC will make every reasonable effort to ensure that such contractors maintain the confidentiality of such customer information.
6. **Indemnification.** MWDOC has designed the Program so that the Applicant is solely responsible for the manner in which the recommendations contained in their home water survey report are performed, and each Applicant will be required to sign a release and waiver of any claims against MWDOC and/or Agency. MWDOC will require

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Applicants to indemnify MWDOC and Agency against any claims arising out of the recommendations in their home water survey report. Nevertheless, to the extent that MWDOC or Agency 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 suits arising out of their respective activities.

7. **Term.** This Agreement shall commence on the last date signed below and continue until June 30, 2015 ("Program Expiration"), unless extended by the parties.
8. **Early Termination.** Agency 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 Agency thirty (30) days' written notice.
9. **USBR Mandatory Contracting Provisions.** As required by the USBR grant agreement with MWDOC, the contract provisions set forth in Exhibit A are incorporated herein by this reference. Under the Program described herein, Agency and MWDOC do not anticipate that Agency will enter into any contracts to procure property or services for which the Agency will seek reimbursement from federal funds under this Agreement. If, and only to the extent, Agency enters into such a contract, the contracting party shall be subject to the contract provisions in Exhibit A.
10. **Certification re Lobbying (43 CFR 18).** The undersigned hereby certifies on behalf of the Agency that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 10.1. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - 10.2. The Agency shall require that the language of this certification be included in the award documents for any subawards by the Agency at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that subrecipients, if any, shall certify accordingly.

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MUNICIPAL WATER DISTRICT OF
ORANGE COUNTY

CITY OF GARDEN GROVE

Karl W. Seckel, P.E. Interim General Manager

Bruce A. Broadwater, Mayor

Approved as to Form



City Attorney

Date

Attest

City Clerk

Date

**Agreement for Participation
MWDOC's Home Certification Water Survey Program**

EXHIBIT A

BUREAU OF RECLAMATION CONTRACT PROVISIONS

1. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)
2. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair.)
3. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation.)
4. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
5. Notice of awarding agency requirements and regulations pertaining to reporting.
6. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
7. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
8. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract (i.e., contract to procure property or services for which the Agency will seek reimbursement from federal funds under this Agreement) for the purpose of making audit, examination, excerpts, and transcriptions.
9. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
10. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water

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Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

11. Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
12. DEBARMENT AND SUSPENSION (2 CFR §1400). The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at <http://www.gpoaccess.gov/ecfr/>.

Water Smart Home Certification Program

Release and Waiver of Liability; Temporary Permission to Enter

I, _____ [Homeowner's Name], for and in consideration of participation in the Municipal Water District of Orange County's Water Smart Home Certification Program ("Program"), state as follows:

- 1. Release and Waiver of Liability.** This Release and Waiver of Liability ("Release") is executed by the undersigned on behalf of himself/herself and his/her successors, assigns and agents (collectively, "Releasing Party") on the date below in favor of the Municipal Water District of Orange County ("MWDOC"), the _____ [RETAIL AGENCY], the United States Bureau of Reclamation, the Metropolitan Water District of Southern California, and their respective directors, officials, officers, employees, agents, volunteers or other representatives (collectively, the "Agencies"). Releasing Party hereby fully and completely waives, acquits, releases, forever discharges and agrees to indemnify and hold harmless and covenants not to sue the Agencies, of and from any and all liabilities, obligations, claims (whether proven or alleged), demands, losses, damages, injuries (including death), actions, causes of action, fines, penalties, settlements, judgments or expenses, including, without limitation, attorneys' fees and costs, and consultant and/or expert witness fees and costs, that may be imposed upon, incurred by or asserted against the Agencies by Releasing Party or any third parties, by reason of, arising out of, related to or in connection with Releasing Party's participation in the Program, including, but not limited to, the occurrence or existence of any accident, injury, premises liability, death, or damage of any type, character or kind, including damage to vegetation or landscaping related to changes or improvements recommended to the Releasing Party in the course of participation in the Program.
- 2. Temporary Permission to Enter.** Subject to the terms and conditions set forth herein, the Releasing Party hereby grants to MWDOC, MWDOC's designated representative Mission Resource Conservation District (MRCD), _____ [RETAIL AGENCY] and their employees, contractors and legal agents ("Permittees") a right of entry and a right of ingress and egress (collectively referred to as "Right-Of-Entry") to

ATTACHMENT 1

and from the property identified below ("Property") for the purpose of conducting one or more surveys required for the Program and for no other purpose. Nothing in this Agreement shall be deemed to provide any permission, or other right, of Permittees to conduct any other activity on or about the Property. Permittees shall make arrangements in advance with the Releasing Party for entry and access to the Property at a mutually convenient time. Only the Permittee and the employees, contractors, or legal agents of Permittee, if any, may enter the Property. The Releasing Party may be present at all times during the survey(s), although such presence is not required.

RELEASING PARTY

I CERTIFY THAT I AM AT LEAST 18 YEARS OLD AND HAVE CAREFULLY READ AND UNDERSTAND THE CONTENTS OF THIS RELEASE AND WAIVER OF LIABILITY AS IT APPLIES TO ME AND TO ANY OF MY SUCCESSORS, ASSIGNS OR AGENTS. I UNDERSTAND THAT I AM GIVING UP VALUABLE LEGAL RIGHTS. I KNOWINGLY GIVE UP THESE RIGHTS OF MY OWN FREE WILL.

Signature of Homeowner

Date Signed

Name of Homeowner

Property Address

OUTDOOR DATA

Is there a functioning, in-ground irrigation system?
 Do "hand-watered only" areas exist?

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

OVERALL LANDSCAPE

Total landscaped area	_____ sqft	Irrigated Turfgrass	_____ %	Pool?	Yes	No
Irrigated Area	_____ sqft	Irrigated Shrub	_____ %	Jacuzzi?	Yes	No
		Impermeable	_____ %	Fountain?	Yes	No

Trees provide shade coverage?	YES	NO	PHOTO (FY/BY)
Downspouts directed to pervious areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Downspouts 2 ft or more from foundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Any turf strips less than 4 ft wide?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Do mulched areas have more than 5% of exposed soil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are mulched areas at least 2 inches deep?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Are there LID practices present? (depressed vegetated areas, permeable pavers, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	PHOTO
Functioning Rainbarrel?	<input type="checkbox"/>	<input type="checkbox"/>	PHOTO

DEVICES

<u>Current Irrigation Timer</u>		# of Active Stations:	_____
Make:	Model:	Station Capacity:	_____
		# of Pressure Reg Valves:	_____

Is there a % adjust feature on the current Irrigation Timer?	YES	NO
Is the Irrigation Timer Functioning Correctly?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a Rain Shutoff device?	<input type="checkbox"/>	<input type="checkbox"/>
Is the Rain Shutoff device functioning correctly?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a Soil Moisture Sensor System installed and functioning correctly?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a Pressure Regulating Device at the:		
Valve:	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation System Point of Connection:	<input type="checkbox"/>	<input type="checkbox"/>
Nozzle Head(s):	<input type="checkbox"/>	<input type="checkbox"/>
Is drip irrigation used and correctly installed?	<input type="checkbox"/>	<input type="checkbox"/>
Are the embedded emitters 0.3 - 2.0gph?	<input type="checkbox"/>	<input type="checkbox"/>
Is micro-tubing (1/4 inch tubing) used and correctly installed?	<input type="checkbox"/>	<input type="checkbox"/>

OUTDOOR DATA

IRRIGATION SYSTEM QUALITY CHECK

Overspray Measurement _____ inches
 Runoff Appears in: _____ minutes
 Irrigation Pressure: _____ psi

**If YES to any, describe location

**YES NO

Any leaks from the following: _____ Location _____

Main Line: _____

Lateral Lines: _____ FY / BY / SIDE

Station Valves: _____

Sprinkler Heads: _____ FY / BY / SIDE

Hose Bib(s): _____ FY / BY / SIDE

Meter: _____

Other: _____ FY / BY / SIDE

SYSTEM DESIGN

	YES	NO	N/A
Irrigation Zones: turf and landscape beds separate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler heads w/ spray nozzles pressure regulated at head?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
System uses only low-precipitation rate sprinklers?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigated areas < 4ft wide are irrigated with rotating nozzles/drip irrigation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Slopes > 3:1 no runoff within 3 minutes of watering?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Precipitation rates for all sprinklers within a zone are matched?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pressure-regulating valves control all zones and are automated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation supplied by rainfall harvesting system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OUTDOOR DATA

PROGRAMMING AND SCHEDULING

Who controls/adjusts the Irrigation Controller? _____

How often is the ET adjusted on the Controller? _____

Is the resident able to: _____

Program Watering Schedule on installed timer? YES NO N/A

Identify when the battery is low on timer?

Identify troubleshooting service number?

Understand the % adjust feature?

Confirm they are subscribed to the Sprinkler Adjustment Notification System?

Check that weather data is being received?

Adjust the threshold for their Soil Moisture Sensor System?

Additional Outdoor Comments:

Multiple horizontal lines for additional outdoor comments.

I have reviewed and I am aware the information collected today in my home water survey will be used to produce a Water Survey Report outlining necessary indoor and outdoor improvements needed in order to have my residence certified as a Home Water Smart home.

Resident Name _____

Resident Signature _____

Surveyor Name _____

Surveyor Signature _____

TIME AND DATE OF SURVEY _____

