



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**

July 2, 2014

NOTICE OF REQUEST FOR PROPOSALS FOR AS-NEEDED WATER CONSERVATION BEST MANAGEMENT PRACTICES (2014-AN018)

PLEASE TAKE NOTICE that Public Works requests proposals for the contract for As-Needed Water Conservation Best Management Practices (2014-AN018). This contract has been designed to have a potential maximum contract term of five years, consisting of an initial one-year term and four potential additional one-year option renewals. The total annual contract amount of this service is estimated to be \$400,000. The Request for Proposals (RFP) with contract specifications, forms, and instructions for preparing and submitting proposals may be accessed at <http://dpw.lacounty.gov/asd/contracts> or may be requested from Ms. Angela Cho at (626) 458-4169, acho@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5 p.m.

PLEASE CHECK THE WEBSITE FREQUENTLY FOR ANY CHANGES TO THIS SOLICITATION. ALL ADDENDA AND INFORMATIONAL UPDATES WILL BE POSTED AT <http://dpw.lacounty.gov/asd/contracts>.

Minimum Requirement(s): Proposers must meet all minimum requirements set forth in the RFP document including, but not limited to:

1. Proposer's employee(s) performing the Outdoor Survey as required in Exhibit A, Scope of Work, Task C.1, shall be a Certified Landscape Irrigation Auditor with a valid and active certification by the Irrigation Association or a valid and active Landscape Industry Certified Technician certified by the California Landscape Contractor Association. **This requirement cannot be met through the use of a subcontractor.**
2. Proposer or its managing employee(s) must have a minimum of three years of experience performing indoor and outdoor water use surveys. **This requirement cannot be met through the use of a subcontractor.**

3. Proposer or its managing employee must have a minimum of three years of experience performing landscape irrigation. **This requirement cannot be met through the use of a subcontractor.**

A Proposers' Conference will be held on **Wednesday, July 16, 2014, at 9 a.m.** at Public Works Headquarters, 900 South Fremont Avenue, Alhambra, California 91803, in Conference Room C. **ATTENDANCE BY THE PROPOSER OR AN AUTHORIZED REPRESENTATIVE AT THE CONFERENCE IS MANDATORY.** Public Works will **reject proposals from those whose attendance at the conference cannot be verified.** Attendees should be prepared to ask questions at that time about the specifications, proposal requirements, and contract terms. After the conference, Proposers must submit questions in writing and request information for this solicitation within three business days from the date of the conference.

The deadline to submit proposals is Wednesday, July 30, 2014, at 5:30 p.m. Please direct your questions to Ms. Cho at the number listed on the previous page.



Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference AS-0.

Very truly yours,

GAIL FARBER
Director of Public Works

A handwritten signature in black ink, appearing to read 'Gail Farber'.

MASSOOD EFTEKHARI
Deputy Director

AHC

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Enc.

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FOR
AS-NEEDED WATER CONSERVATION
BEST MANAGEMENT PRACTICES (2014-AN018)



Approved July 2, 2014
Gail Farber
Director of Public Works

By: Matthew
Deputy Director

REQUEST FOR PROPOSALS
FOR
AS-NEEDED WATER CONSERVATION
BEST MANAGEMENT PRACTICES (2014-AN018)
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PART I

REQUEST FOR PROPOSALS

SECTION 1

INTRODUCTION

A. Proposers' Conference

Each Proposer or an authorized representative must attend a Proposers' Conference to be held at the place, date, and time announced in the Notice of Request for Proposals. **ALL INTERESTED PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVE MUST ATTEND THIS CONFERENCE.** Proposals received from Proposers not signed in as attending this conference will be rejected as nonresponsive. Proposers are encouraged to be prepared to ask questions concerning the Request for Proposals (RFP), contract requirements, specifications, terms, and conditions. For example, questions may address concerns, if any, that the application of minimum mandatory requirements, evaluation criteria, and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County and/or District not receiving the best possible responses from Proposers. Upon conclusion of the Proposers' Conference, Public Works will only provide further clarifications and/or answers concerning this solicitation through an addendum and/or informational update, to all who attended the conference.

B. Minimum Mandatory Requirements

Interested and qualified Proposers, who can demonstrate their ability to successfully provide the required services outlined in Exhibit A, Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirement(s) at the time of proposal submission:

1. Proposer's employee(s) performing the Outdoor Survey as required in Exhibit A, Scope of Work, Task C.1, shall be a valid and active Certified Landscape Irrigation Auditor certified by the Irrigation Association or a valid and active Landscape Industry Certified Technician certified by the California Landscape Contractor Association. **This requirement cannot be met through the use of a subcontractor.**
2. Proposer or its managing employee(s) must have a minimum of three years of experience performing indoor and outdoor water use surveys. **This requirement cannot be met through the use of a subcontractor.**
3. Proposer or its managing employee must have a minimum of three years of experience performing landscape irrigation. **This requirement cannot be met through the use of a subcontractor.**

C. Contract Analyst

Proposers are instructed not to contact any County and/or District personnel other than the Contract Analyst listed below regarding this solicitation. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or sent via facsimile to:

County of Los Angeles Department of Public Works
Administrative Services Division – 9th Floor
Attention Ms. Angela Cho
P.O. Box 1460
Alhambra, California 91802-1460

E-mail: acho@dpw.lacounty.gov
Telephone: (626) 458-4169
Facsimile: (626) 458-4194

If it is discovered that a Proposer contacted and received material information from any County and/or District personnel, other than the Contract Analyst named in the Notice of Request for Proposals and above, regarding this solicitation, the County and/or District, in its sole determination, may disqualify their proposal from further consideration.

D. Child Support Compliance Program

Proposers shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract and/or initiation of debarment proceedings against the noncompliant contractor (County Code Chapter 2.202).

E. County and/or District Rights and Responsibilities

The County and/or District has the right to amend this RFP by written addendum prior to the proposal submission deadline. The County and/or District is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda. Addendums shall be made available to each person or organization that attended the Proposers' Conference. Should an addendum(s) require additional information not previously requested, failure to address the requirements of such addendum may result in the proposal not being considered, as determined in the sole discretion of the County and/or District. The County and/or District is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

F. Defaulted Property Tax and Reduction Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). The successful contractors should carefully read the Defaulted Tax Program Ordinance, Exhibit E. Proposers should carefully read the pertinent Defaulted Tax Program provisions in Part II, Exhibit B, Service Contract General Requirements, Section 11, Compliance with County's Defaulted Property Tax Reduction Program. The Defaulted Tax Program applies to both contractors and their subcontractors, if any.
2. Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program (Form PW-17). Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the noncompliant contractor (Los Angeles County Code, Chapter 2.202). Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered nonresponsive and excluded from further consideration.

G. GAIN and GROW Programs

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN and GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN and GROW participants access to Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall certify compliance on Form PW-10, GAIN and GROW Employment Commitment.

H. SPARTA Program

A County program, known as SPARTA (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll-free at (800) 420-0555 or can access their website directly at www.2sparta.com.

I. Indemnification and Insurance

The successful contractor will be required to comply with the indemnification provisions contained in Exhibit B, Section 5, Indemnification and Insurance Requirements. The contractor will be required to procure, maintain, and provide the County and/or District proof of insurance coverage for all programs of insurance along with associated amounts specified throughout the entire term of the proposed contract, without interruption or break in coverage.

J. Injury and Illness Prevention Program

The successful contractor will be required to comply with the State of California's Cal/OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program that addresses hazards pertaining to the particular workplace covered by the program.

K. Interpretation of Request for Proposals

The definitions and other rules of interpretation set forth in Part II, Sample Agreement and Exhibit B, Section 1, Interpretation of Contract, also apply to interpretation of this RFP.

L. Jury Service Program

1. The resultant contract from this RFP will be subject to the requirements of the County's Contractor Employee Jury Service Ordinance (Jury Service Program, Los Angeles County Code Chapter 2.203). Proposers should carefully read the pertinent jury service provisions in the Part II, Exhibit B, Service Contract General Requirements, Section 7, Compliance with County's Jury Service Program. The Jury Service Program applies to both Contractors and their subcontractors, if any. Proposals that fail to comply with the requirements of the Jury Service Program will be considered nonresponsive and excluded from further consideration.
2. The Jury Service Program requires contractors and their subcontractors, if any, to 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 employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a contractor, and "full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County and/or District; or 2) the Proposer has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a contractor's full-time

California employees, even those not working specifically on the County and/or District project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

3. There are two ways in which a contractor might not be subject to the Jury Service Program. The first is if the contractor does not fall within the Jury Service Program's definition of "contractor." The Jury Service Program defines "contractor" to mean a person, partnership, corporation, or other entity which has a contract with the County and/or District or a subcontract with a County and/or District 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 and/or District contracts or subcontracts. The second is if the contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have: 1) ten or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this proposed contract is less than \$500,000; and 3) is not an "affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
4. If a contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Application for Exception and Certification Form (Form PW-3) and include with its submission all necessary documentation to support the claim, such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the contractor's application, the County and/or District will determine, in its sole discretion, whether the contractor falls within the definition of "contractor" or meets any of the exceptions to the Jury Service Program. The County and/or District's decision will be final.

M. Local Small Business Enterprise Preference Program

1. To the extent permitted by State and federal law and when the price category is scored, the County and/or District will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. A Local SBE is defined as: 1) a business certified by the State of California as a small business and 2) has had its principal office located in Los Angeles County for at least one year. The business must be certified by the Office of Small Business as meeting the requirements set forth in Nos. 1 and 2 above prior to requesting the Local SBE Preference in a solicitation.

2. To apply for certification as a Local SBE, businesses may register at the Los Angeles County Office of Small Business' website at:

<http://www.laosb.org>

3. Certified Local SBEs must request the SBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed. Businesses must attach their Local SBE Certification Letter to a completed Form PW-9, Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Local SBE.
4. Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at <http://www.dgs.ca.gov/pd/program/osds.aspx>.

N. Notification to County and/or District of Pending Acquisitions/Mergers by Proposing/Bidding Company

The Proposer shall notify the County and/or District of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Form PW-1, Verification of Proposal. The proposed contract will only be awarded to the entity that submitted the proposal. Any acquisitions and merger will be handled pursuant to Exhibit B, Section 2.B, Assignment and Delegation, and evaluated in accordance with the Board's policy regarding contractors engaged in mergers and acquisitions. Failure of the Proposer to provide this information may eliminate its proposal/bid from any further consideration.

O. Prompt Payment Program

It is the intent of the County and/or District that Certified Local SBEs receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after the receipt of an undisputed and approved invoice.

P. Proposer's Charitable Contributions Compliance

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increases Charitable Purposes Act requirements. New rules cover California public benefit corporations, unincorporated associations, trustee entities, and may include

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similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices, and documentation. Charities with over \$2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

All prospective contractors must determine if they receive or raise charitable contributions, which subject them to the Charitable Purposes Act and complete the certification form attached as Form PW-12. A completed Form PW-12 is a required part of any agreement with the County and/or District.

In Form PW-12, prospective contractors certify either that:

1. They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County and/or District contract; or
2. They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

Prospective County and/or District contractors that do not complete Form PW-12 as part of the solicitation process may, in the County and/or District's sole discretion, be disqualified for contract award. A County and/or District contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

Q. Proposal Requirements and Contract Specifications

1. Persons who wish to contract with the County and/or District may respond to this RFP by submitting a proposal in the form described in the following Sections and Attachments. Proposers are instructed to carefully read these Terms, Requirements, Specifications, Conditions, Attachments, and Exhibits.
2. Requirements for proposals are explained in Part I of this RFP.
3. The proposed contract's specifications and requirements are fully described in Part II, Sample Agreement; Exhibit A, Scope of Work; and Exhibit B, Service Contract General Requirements. Proposers are also requested to review Attachment 1, Policy on Doing Business with Small Business; Attachment 2, Debarred Vendors Report; and Attachment 3, County of Los Angeles Lobbyist Ordinance.
4. Dates and times of the Proposers' Conference and for the submission of Proposals are set forth in the Notice of Request for Proposals.

R. Security and Background Investigations

The Contractor shall be responsible for ongoing implementation and monitoring of the following for each Contractor employee or agent providing service under this Contract including, but not limited to, Contractor's event and survey personnel, Customer Service Representatives, and subcontractor employees (collectively referred to as "Contractor Employees"):

1. Each Contractor Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Contractor shall conduct additional criminal background investigations of all Contractor Employees every two years and upon request of the County and/or District at its sole discretion. The background investigation shall include criminal conviction information from an agency acceptable to County and/or District such as local law enforcement or Live Scan from the California Department of Justice. The cost of background checks is the responsibility of the Contractor.
2. No Contractor Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Contractor shall be under a continuing obligation to immediately remove any Contractor Employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only make an exception to this requirement if Contractor determines that there were mitigating circumstances or that the conviction is not related to the Contractor Employee position and that the Contractor Employee poses no threat or risk to the County and/or District or public.
3. Disqualification of any Contractor Employee pursuant to this section shall not relieve Contractor of its obligation to provide services in accordance with the terms and conditions of this Contract.
4. The Contractor shall annually submit to the Contract Manager a certificate of compliance attesting that each Contractor Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

S. Transitional Job Opportunities Preference Program

To the extent permitted by State and Federal law in evaluating proposals and when the price category is scored, the County and/or District will give preference to businesses that are certified by the County and/or District as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three years, an entity: that is a nonprofit organization recognized as tax exempt pursuant to section 501 (c)(3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County and/or District on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to Public Works with their proposal

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response to contracting solicitation for which they are competing; has been in services to program participants; and provided a profile of their program a description of their program components designed to assist program participants, number of past program participants, and any other information requested by Public Works. Transitional Job Opportunities vendors must request the preference in their solicitation responses (Form PW-13) and may not receive the preference until their certification has been affirmed by Public Works. County and/or District must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a vendor that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

T. Vendor Registration

Proposers must register on-line with the County's web-based vendor registration system to facilitate the contract award process. Registration can be accomplished on-line via the Internet by accessing the County's home page at http://lacounty.info/doing_business/main_db.htm and click on "Vendor Registration Information – Self-Registration." Being registered will assist the Proposer in receiving notifications of the release of County and/or District solicitations that may be of interest to the Proposer.

U. Disabled Veteran Business Enterprise (DVBE) Preference Program

1. The County will give DVBE preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise (DVBE), consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE is defined as: 1) a business which is certified by the State of California as a Disabled Veteran Business Enterprise (DVBE); or 2) a business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).
2. Certified DVBEs must request the DVBE Preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification affirmed.
3. In no case shall the DVBE Preference Program price or scoring preference be combined with any other county preference program to exceed 8 percent in response to any county solicitation.
4. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified DVBE.
5. To request the Disabled Veteran Business Enterprise preference, Proposer must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Form PW-18 with supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at <http://www.vetbiz.gov>.

V. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every Statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

SECTION 2

PROPOSAL PREPARATION AND SUBMISSION

A. Proposal Format and Content Requirements

Proposals shall be bound and presented in the sequence, with the content tabbed and paginated in the format stated below. Failure to provide the required information or to strictly comply with these guidelines may be a basis for rejection of the Proposal as nonresponsive at the County and/or District's sole discretion:

1. Title page

The title page shall show the Proposer's name, title of the service requested, local address, telephone number, and date of submittal.

2. Table of Contents

A comprehensive table of contents shall list all material included in the Proposal.

3. Letter of Transmittal

A person legally authorized to enter into contracts for the Proposer shall sign the Letter of Transmittal. The letter must include a brief statement of the Proposer's understanding of the work to be accomplished and a list of names of individuals authorized to make representations for the Proposer, their titles, addresses, e-mail addresses, and telephone numbers.

4. Support Documents for Corporations and Limited Liability Companies

a. Corporations

Proposer must provide a copy of the corporation's "Certificate of Good Standing" with the State of California or state of incorporation and the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. The "Statement of Information" must list the corporate officers. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed "Statement of Information," which includes a list of corporate officers.

b. Limited Liability Companies

Proposer must provide a copy of the most recent "Statement by Domestic (or Foreign) Stock Corporation" as filed with the California Secretary of State or state of incorporation. If Proposer's most recent Statement has only the "No change in information" box checked, the Proposer must also submit the most recent endorsed

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"Statement of Information," which includes a list of corporate officers. The "Statement of Information" must list the corporate officers.

5. Experience

FAILURE TO PREPARE AND INCLUDE AN EXPERIENCE SECTION MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Proposer's capabilities and experience shall be described comprehensively in order to provide for a meaningful evaluation and assessment. The narrative should discuss each of the following subject areas:

- Background.
- Organization (provide a chart or outline of the firm's organizational structure showing the roles of all personnel involved with this Contract, if awarded, identifying each by name/position).
- Identify the roles of and submit resumes for the firm, principals, managing employees, on-site supervisors, other key staff, presenters, Subcontractors, and any other staff involved with this Contract, if awarded.
- Provide additional information for staff involved with this Contract, if awarded, with specific information regarding length and quality of experience providing similar services as described in Exhibit A, Scope of Work.
- Demonstrate how the Proposer complies with requirements outlined in Part I, Section 1.B, Minimum Mandatory Requirements, if any.
 - Proposer's employee(s) performing the Outdoor Survey as required in Exhibit A, Scope of Work, Task C.1, shall be a valid and active Certified Landscape Irrigation Auditor certified by the Irrigation Association or a valid and active Landscape Industry Certified Technician certified by the California Landscape Contractor Association. **This requirement cannot be met through the use of a Subcontractor.**
 - Proposer or its managing employee(s) must have a minimum of three years of experience performing indoor and outdoor water use surveys. **This requirement cannot be met through the use of a Subcontractor.**
 - Proposer or its managing employee must have a minimum of three years of experience performing landscape irrigation. **This requirement cannot be met through the use of a Subcontractor.**

6. Work Plan

FAILURE TO PREPARE AND INCLUDE A WORK PLAN MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

Describe comprehensively and in detail how the service will be performed to meet or exceed the requirements of Exhibit A, Scope of Work. Prepare and include a staffing plan that specifically describes the number of staff who will be committed to the project and their qualifications. If possible, list them by name. Describe and include the schedules, procedures, techniques, and methods that will be employed in meeting the objectives outlined in the Scope of Work. These may include personnel management, training, subcontracting, emergency and contingency planning, recruitment and replacement, supervision, supplies, equipment, uniforms, identification badges, safety, communications, and quality control. The work plan must include the following specific information:

- A cover letter, signed by an officer of the firm summarizing qualifications of key staff and the approach the Proposer shall undertake to successfully implement this program.
- A narrative statement describing the Proposer's understanding of the requirements of this Request for Proposals.
- A narrative statement that describes the methodology the Proposer intends to employ to execute each Task A through G as described in Exhibit A, Scope of Work. Use subheading for each task.

The staffing plan must designate a qualified quality control inspector (see Quality Assurance, Section 7 below).

7. Quality Assurance Program

Describe Proposer's Quality Assurance Program (Program) that will be utilized by the Proposer as a self-monitoring tool to ensure that these services are performed in accordance with the County and/or District's contract requirements and recommendations. The Program must ensure service deliveries outlined in Exhibit A, Scope of Work, are completed in a timely manner, the services will be free of defects, and how those results will be achieved. The Program must comprehensively address the Proposer's organizational process for consistently delivering those requirements.

The Proposer's staffing plan must include a qualified inspector to monitor compliance with the Program and deal with customer complaints and inquiries.

At a minimum, the Program outlined in your proposal shall address in detail:

- a. Policies and Procedures – Quality control procedures for the Proposer, subcontractors, if any, and suppliers must be described. If a subcontractor is to perform work, the Program must detail how that subcontractor will interface with the Proposer and how the Proposer will ensure that the subcontractor complies with the Program.
- b. Inspection Fundamentals – The Proposer shall provide samples of forms that outline required operations and quality levels. The Proposal must indicate the Proposer's inspection schedules, a methodology to correct deficiencies, level of supervision, and how the inspections are to be performed. The Proposal shall document the name, authority, relevant experience, and qualifications of the person with overall responsibility for the inspection system.
- c. Quality Control Documentation, Review, and Reporting – The Program shall describe and list the records to be maintained. The Program shall detail how the Proposer will maintain inspection records and make them available to the County and/or District.

8. Subcontractors

If subcontractors are to be used, submit a description of their proposed assignments, qualifications, experience, staffing, and schedules.

9. Licenses and Certifications

Submit copies of the Proposer's and/or employees' valid and active licenses and certifications required to perform the work listed below:

- Certified Landscape Irrigation Auditor certified by the Irrigation Association; or
- Landscape Industry Certified Technician certified by the California Landscape Contractor Association.

10. Insurance

Submit completed and signed Form PW-16, Proposer's Insurance Compliance Affirmation, acknowledging that the Proposer will comply with all provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals if awarded the contract. In Form PW-16, Proposer affirms that the Proposer will procure, maintain, and provide the County and/or District with proof of insurance and coverage as specified by this Request for Proposals throughout the entire term of the proposed contract, without interruption or break in coverage.

11. Forms List

Complete and submit the following forms which are included in the RFP package:

| | |
|-------|--|
| PW-1 | Verification of Proposal |
| PW-2 | Schedule of Prices |
| PW-3 | County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form |
| PW-4 | Contractor's Industrial Safety Record |
| PW-5 | Conflict of Interest Certification |
| PW-6 | Proposer's Reference List |
| PW-7 | Proposer's Equal Employment Opportunity Certification |
| PW-8 | List of Subcontractors |
| PW-9 | Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Attach Local SBE certification form if requesting SBE preference) |
| PW-10 | GAIN and GROW Employment Commitment |
| PW-11 | Transmittal Form to Request an RFP Solicitation Requirements Review (Submit only if requesting a review. If requesting a review, please submit form as early as possible but no later than ten business days of issuance of this RFP to the listed Contract Analyst) |
| PW-12 | Charitable Contributions Certification |
| PW-13 | Transitional Job Opportunities Preference Application |
| PW-14 | Proposer's List of Terminated Contracts |
| PW-15 | Proposer's Pending Litigations and Judgments |
| PW-16 | Proposer's Insurance Compliance Affirmation |
| PW-17 | Certification of Compliance with the County's Defaulted Property Tax Reduction Program |

- PW-18 Request for Disabled Veteran Business Enterprise (DVBE) Preference Program Consideration Form
- PW-19 Proposer's Compliance with the Minimum Requirements of the RFP
- PW-20 Contractor's Certification and Licensing Information

(Proposer should note that any change, edit, deletion, etc., of these forms by the Proposer may subject the Proposer's Proposal to disqualification, at the sole discretion of the County and/or District.)

12. Subcontractors' Forms List

The County and/or District seeks diverse, broad-based participation in its contracting. Subcontractors, if any, shall be subject to all requirements set forth in the RFP that are applicable to contractors in general. If subcontractors are to be employed, Proposer must submit a statement of their proposed assignments, qualifications, experience, staffing, and schedules. In addition to this statement, the following forms must be completed and submitted for each subcontractor contemplated:

- PW-3 County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form
- PW-4 Contractor's Industrial Safety Record
- PW-5 Conflict of Interest Certification
- PW-7 Proposer's Equal Employment Opportunity Certification
- PW-9 Request for Local Small Business Enterprise (SBE) Preference Program Consideration and CBE Firm/Organization Information Form (Part II of form only)
- PW-10 GAIN and GROW Employment Commitment
- PW-12 Charitable Contributions Certification

13. Additional Information

Additional information that is not presented elsewhere and is essential to a fair evaluation must appear in the last section of the Proposal and be labeled "Additional Information." If there is no additional information the Proposer wishes to present, this section will consist of the statement: "There is no additional information we wish to present."

B. Proposal Submission

1. Proposals shall be submitted with **seven** complete sets of the Proposal that includes all related information in the following formats:
 - Paper: One original and four copies.
 - Electronic: Two electronic copies on a CD or USB Drive in PDF format as follows:
 - One original electronic copy.
 - One redacted electronic copy – Proposer shall redact any trade secret, confidential, proprietary, or other personal information from the Proposal such as Social Security numbers.

Please note: The two electronic copies of your proposal will not be used for evaluation purposes. The evaluators will evaluate the content of the original, hard copies, of the submitted proposal only. Proposers are responsible to include paper copies of all information, including information on the electronic copies, to the hard copies of the proposal for such information to be evaluated.

Proposals received after the closing date and time specified in the Notice of Request for Proposals will be rejected by Public Works as nonresponsive.

2. Submit Proposals to the County of Los Angeles Department of Public Works Cashier, located on the Mezzanine Floor, 900 South Fremont Avenue, Alhambra, California 91803, in a package that clearly identifies the Proposer and this RFP. Proposals are received only when accepted and time stamped by the Cashier. All other indications of apparent timely delivery may be disregarded.
3. It is the responsibility of the Proposer to instruct delivery services, such as United Parcel Service and Federal Express, to deliver Proposals directly to the Cashier. Proposals submitted via facsimile or e-mail will not be accepted.
4. Proposals delivered by other means, including United States Postal Service, may be delayed in Public Works' mail system, resulting in untimely delivery to the Cashier and possible failure to meet the Proposal submission deadline. Delays and missed deadlines for submission of proposals not delivered in strict compliance with this RFP shall be the sole responsibility of the Proposer, not of the County, Public Works, or any Special District.

SECTION 3

GENERAL CONDITIONS OF REQUEST FOR PROPOSALS

A. Acceptance or Rejection of Proposals

The right is reserved to reject any or all proposals that, in the judgment of the Board or Director, are not in the best interests of the County and/or District/Public Works/Special Districts. The County and/or District further reserves the right to cancel this request for proposals at any time at its sole discretion. In the event of any such rejection of proposals or cancellation of this solicitation, the County and/or District will not be liable for any costs incurred in connection with the preparation and submittal of a Proposal.

Proposals signed by an agent other than the president and secretary of a corporation or a member of a general copartnership must be submitted with a power of attorney or corporate resolution, certified by the secretary or assistant secretary, authorizing such signature; otherwise, the Proposal may be rejected as unauthorized and nonresponsive.

No proposal will be considered unless the Proposer submits a Proposal for all requested items. If the solicitation document requests multiple quotations, no Proposal will be considered unless the Proposer submits a price on all items within each category; however, the solicitation document may not require the Proposer to submit a price on all of the categories.

B. Altering Solicitation Document

The wording of the solicitation document shall not be changed. Any additions, conditions, limitations, or provisions inserted by the Proposer will render their Proposal irregular and may cause its rejection as nonresponsive.

C. County and/or District Responsibility

The County and/or District will not be responsible for representation made by any of its officers or employees prior to the execution of the proposed contract unless such understanding or representation is included in the proposed contract.

D. Determination of Proposer Responsibility

1. A responsible Proposer is a Proposer 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 and/or District's policy to conduct business only with responsible contractors.
2. Proposers are hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County and/or District may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including, but not limited to, County and/or District contracts. Particular attention will be given to violations of labor

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laws related to employee compensation and benefits and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

3. The County and/or District may declare a Proposer to be nonresponsible for purposes of the proposed contract if the Board, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County and/or District or a nonprofit corporation created by the County and/or District; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County and/or District, any other public entity, or a nonprofit corporation created by the County and/or District, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County and/or District or any other public entity.
4. If there is evidence that the highest-rated Proposer may not be responsible, Public Works will notify the Proposer in writing of the evidence relating to the Proposer's responsibility and its intention to recommend to the Board that the Proposer be found not responsible. Public Works will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence, which is the basis for Public Works' recommendation.
5. If the Proposer presents evidence in rebuttal to Public Works, Public Works will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer will reside with the Board.
6. These terms shall also apply to any proposed subcontractors of Proposer on County and/or District contracts.

E. Disqualification of Proposers

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer has an interest in more than one proposal for the work contemplated may cause the rejection of all proposals in which such Proposer has interest on the basis of nonresponsibility and/or nonresponsiveness. If there is reason for believing that collusion exists among the Proposers, such collusion by the participants may be cause for the rejection of their proposals or future proposals on the basis of nonresponsibility and/or nonresponsiveness and may subject such Proposers to debarment.

F. Gratuities

1. It is improper for any County and/or District officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the proposed contract or that the Proposer's failure to provide such consideration may negatively affect the County and/or District's consideration of the Proposer's submission. A Proposer shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County and/or District officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the proposed contract.
2. A Proposer shall immediately report any attempt by a County and/or District officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County and/or District manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being rejected on the basis of nonresponsibility and/or nonresponsiveness.
3. Among other items, such improper consideration may take the form of cash; discounts; services; and the provision of travel, entertainment, or tangible gifts.

G. Knowledge of Work to be Done

By submitting a Proposal, Proposer shall be held to have carefully read this RFP, all attachments, and exhibits; satisfied themselves before the delivery of their Proposal as to their ability to meet all of the requirements and difficulties attending the execution of the proposed work; and agreed that if awarded a contract, no claim will be made against the County and/or District based on this RFP including, without limitation, claims based on any ambiguity or misunderstanding. Furthermore, the Proposer has carefully examined the location(s) of the proposed work, and is familiar with all of the physical and climatic conditions, and makes this Proposal solely upon the Proposer's own knowledge. The Proposer has carefully examined these specifications and requirements, both in general and in detail, any drawings attached, and any additional communications sent and makes their Proposal in accordance therewith. If Proposer's Proposal is accepted, the Proposer will enter into a written contract with the County and/or District for the performance of the proposed work and will accept payment based on the prices shown in Form PW-2, Schedule of Prices, as full compensation for work performed. It is understood and agreed that the quantities set forth in Form PW-2, Schedule of Prices and this RFP are only estimates, and the unit prices will apply to the actual quantities, whatever they may be.

H. Notice to Proposers Regarding the Public Records Act

1. All responses to this solicitation shall become the exclusive property of the County and/or District. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer's proposal and corresponding Public Works evaluation documents, Public Works completes contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Department's completion of the process under Board Policy No. 5.055 and approval by the Board of Supervisors (Board) and (b) with respect to each Proposer requesting a County Independent Review, the County Independent Review convenes as a result of such Proposers' request, and (c) with respect to all other Proposers, Public Works recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, proposals submitted in response to this solicitation and corresponding Public Works evaluation documents become a matter of public record, with the exception of those parts of each proposal which are justifiably defined as business or trade secrets, and, if by the proposer, plainly marked as "Trade Secret," "Confidential," or "Proprietary."
2. The County and/or District shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective Proposal which are "Trade Secret," "Confidential," or "Proprietary" in nature. Only those provisions labeled as "Trade Secret," "Confidential," or "Proprietary" in nature at the time of proposal submission will be accepted. The proposers will not be granted opportunity to make any change or label any portion of their respective Proposal as "Trade Secret," "Confidential," or "Proprietary" after the submission deadline of the Proposals.
3. In the event County and/or District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Proposer agrees to defend and indemnify County and/or District from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

I. Notice to Proposers Regarding the County Lobbyist Ordinance

The Board has enacted an ordinance regulating the activities of persons who lobby County and/or District officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in Los Angeles County Code Chapter 2.160. In effect, each person, corporation, or other entity that seeks a County and/or District permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of the ordinance is not contained in this RFP. Each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each County Lobbyist is **not** on the Executive Office's List of Terminated Registered Lobbyist. The Proposer's signature on the Proposal submission is its certification that it is in full compliance with Los Angeles County Code Chapter 2.160. See Attachment 3 regarding County Lobbyist.

J. Opening of Proposals

Proposals will not be publicly opened.

K. Proposer Debarment

1. The Proposer is hereby notified that, in accordance with Chapter 2.202 of the Los Angeles County Code, the County and/or District may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County and/or District contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstance, and the County and/or District may terminate any or all of the Proposer's existing contracts with County and/or District, if the Board finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County and/or District or a nonprofit corporation created by the County and/or District; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness, or capacity to perform a contract with the County and/or District or any other public entity, or a nonprofit corporation created by the County and/or District 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 and/or District or any other public entity.
2. If there is evidence that the highest-rated Proposer may be subject to debarment, Public Works will notify the Proposer in writing of the evidence, which is the basis for the proposed debarment, and will advise the Proposer

of the scheduled date for a debarment hearing before the contractor Hearing Board.

3. The contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or the Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
4. After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County and/or District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County and/or District.
6. The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
7. The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board will have

the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8. These terms shall also apply to proposed subcontractors of Proposer on County and/or District contracts.
9. Attachment 2 is the link to a Listing of Contractors Debarred in Los Angeles County.

L. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected total amount will be considered as representing the Proposer's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Proposer's intentions. If the items are incorrectly calculated, the corrected total will be considered as representing the Proposer's intentions.

M. Proposer's Safety Record

A review of the Proposer's safety record will be made before the award. Proposers are required to submit this information, with their Proposal, on Form PW-4, Contractor's Industrial Safety Record form provided. Nonsubmission or an adverse finding as to the Proposer's safety record may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

N. Qualifications of Proposer

No award will be made to any Proposer who cannot give satisfactory assurance as to its ability to carry out the intended contract, based both on financial strength and experience as a contractor on work of the nature contemplated in the proposed contract. Proposers are encouraged to submit records of work of similar nature, size, or extent to that proposed under these specifications and requirements. A reasonable inquiry to determine the responsibility of a Proposer will be conducted. The unreasonable failure of a Proposer to promptly supply information in connection with such inquiry, including, but not limited to, information regarding past performance, financial stability, and ability to perform on schedule, may be grounds for a determination of nonresponsibility and/or nonresponsiveness with respect to such Proposer. Unfamiliarity with the type of work required by Public Works may be cause for rejection of the Proposal on the basis of nonresponsibility and/or nonresponsiveness.

O. Qualifications of Subcontractors

Proposers shall list all subcontractors, if any, to be used on the List of Subcontractors (Form PW-8). The use of subcontractors shall be subject to

Public Works' approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work, which they are to perform. Alternate Subcontractors shall not be listed for the same work.

P. Safely Surrendered Baby Law

The Proposer shall notify and provide to its employees, and shall require each subcontractor, if any, 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 Part II, Exhibit D of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

Q. Term of Proposals

All proposals shall be firm offers and may not be withdrawn for a period of 270 days following the deadline for submission of proposals.

R. Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal will be sufficient cause for the rejection of the proposal. The evaluation and determination in this area will be at the Director's sole judgment and the Director's judgment will be final.

S. Wages, Materials, and Other Costs

It is the responsibility of the Proposer to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board, County, Public Works, District(s), or Director make no representations regarding future costs or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.

T. Consultant Independent

Proposers that assisted the County and/or District in developing or preparing a solicitation document, pursuant to a consultant contract, are precluded from subsequently being involved in the bidding process on that solicitation document.

SECTION 4

EVALUATION OF PROPOSALS; AWARD AND EXECUTION OF CONTRACT

A. Award of Contract

Subject to the right of the Board to make the ultimate decisions concerning the award of contracts, the County and/or District intends to award a contract to the highest-rated Proposer or Proposers based on the evaluation criteria in Part I, Section 4.E, Evaluation Criteria, whose Proposal(s) provide(s) the most beneficial program and price, with all other factors considered. The County and/or District retains the right to select a proposal other than the proposal receiving the highest number of points, if County and/or District determines, in its sole discretion, another proposal is the most overall qualified, cost-effective, responsive, responsible, and in the best interest of the County and/or District. The recommended awardee shall sign and return the agreement within 14 calendar days of its mailing to the recommended awardee for signature by Public Works. The recommended awardee shall submit copies of its proof of insurance coverage, within 14 days after Board approval of the proposed contract or at least 14 days prior to the proposed contract's start date, whichever occurs last. Work under the proposed contract cannot begin before proof of valid insurance coverage is submitted to Public Works.

B. Final Contract Award by Board

Notwithstanding a recommendation by Public Works, the Board retains the right to exercise its judgment concerning the selection of a proposal, the terms of any resultant contract/agreement, and to determine which proposal best serves the interests of the County and/or District. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract, or to award a contract to a Proposer other than the highest-rated Proposer.

C. Evaluation of Proposals

1. All responses to this RFP become the property of the County and/or District. Upon receipt of the Proposal as specified and evaluation of Proposals in accordance with the evaluation criteria set forth below, Public Works may recommend the award of a contract to one or more of those submitting Proposals. The proposed contract may be submitted to the Board for consideration and possible approval.
2. The County and/or District may require whatever evidence it deems necessary to determine the Proposer's overall and specific abilities to meet the requirements of proposed contract over the entire contract term. This determination will be based on, but not limited to, an evaluation of the Proposer's experience, personnel, financial stability and resources, work plan, cost to perform requested services, and staffing plan.

3. The County and/or District reserves the sole right to judge the Proposer's written and oral representations and to review, evaluate, and select the successful proposal(s).
4. The County and/or District may make on-site inspections of Proposer's current jobs and/or facilities.
5. The County and/or District, in its sole discretion, may elect to waive any error or informalities in the form of a proposal or any other disparity, if, as a whole, the proposal substantially complies with the RFP's requirements.
6. The County and/or District may utilize the services of appropriate experts to assist in the evaluation process.

D. Pass/Fail Review

Proposals will be reviewed on a Pass/Fail basis concerning the items listed below. Proposals not meeting all of these requirements may be rejected as nonresponsive:

1. Proposer will comply with the insurance requirements, outlined in Exhibit B, Section 5, Indemnification and Insurance Requirements, as evidenced by submitting a completed and signed Form PW-16.
2. Proposer and any subcontractors, if any, have met the GAIN and GROW Programs requirements (Form PW-10).
3. Proposer and any subcontractors, if any, have completed and submitted the Charitable Contributions Certification (Form PW-12).
4. Proposer and any subcontractors, if any, have submitted the Jury Service Program Application for Exception and Certification Form (Form PW-3) stating that they accept and will comply with the program requirements or establish their entitlement to an exception to the program.
5. Proposer and subcontractors, if any, have completed and signed all appropriate forms, and Proposer has completed and signed Form PW-2, Schedule of Prices.
6. Proposer has demonstrated that it complies with all minimum requirements as outlined in Part I, Section 1.B, Minimum Mandatory Requirements, and has submitted a completed and signed Form PW-19 and PW-20.
7. Proposer and/or subcontractors have submitted appropriate state license(s) and certification(s) required to perform the service.
 - a. Proposer's employee(s) performing the Outdoor Survey as required in Exhibit A, Scope of Work, Task C.1, shall be a valid and active Certified Landscape Irrigation Auditor certified by the Irrigation Association or a valid and active Landscape Industry Certified Technician certified by the California Landscape Contractor

Association. **This requirement cannot be met through the use of a Subcontractor.**

- b. Proposer or its managing employee(s) must have a minimum of three years of experience performing indoor and outdoor water use surveys. **This requirement cannot be met through the use of a Subcontractor.**
- c. Proposer or its managing employee must have a minimum of three years of experience performing landscape irrigation. **This requirement cannot be met through the use of a Subcontractor.**

Proposers who do not possess and/or have not listed subcontractors who possess the required licenses/certifications/permits at the proposal deadline date will be disqualified as nonresponsive.

- 8. Proposer submitted information regarding Experience and Work Plan as outlined in Part I, Section 2.A.
- 9. Proposer is signed in as attending the Proposers' Conference.
- 10. Proposal was time stamped by the Cashier prior to the deadline for submission of the Proposal. Any proposal without a Public Works time stamp verifying that the deadline for submission has been met will be rejected.

E. Evaluation Criteria

All proposals will receive a composite score (rating) and be ranked in numerical sequence from high to low based on the following criteria:

- 1. Proposed Price (50 points)

The proposed price should accurately reflect the Proposer's cost of providing the required products and services and any profit expected during the contract term. Prior to scoring, the proposed prices must be adjusted in accordance with the Transitional Job Opportunities Preference, the Local Small Business Preference, or the Disabled Veteran Business Enterprise Preference, as applicable.

- Transitional Job Opportunities Preference. To the extent permitted by State and federal law, should one or more of the Proposers qualify for the Transitional Job Opportunities Preference (Form PW-13), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, and that amount will be deducted from the prices submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference. The Transitional Job

Opportunities Preference will not reduce or change the Proposer's payment, which will be based on the Proposer's bid amount.

- Local Small Business Enterprise (SBE) Preference. To the extent permitted by State and federal law, should one or more of the Proposers qualify for the Local SBE Preference (Form PW-9), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference. The Local SBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.
- Disabled Veteran Business Enterprise (DVBE) Preference Program. To the extent permitted by State and federal law, should one or more of the Proposers qualify for the Disabled Veteran Business Enterprise (DVBE) Preference (Form PW-18), the price component points will be adjusted prior to scoring as follows: 8 percent of the lowest price proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the prices submitted by all DVBE Proposers who requested and were granted the DVBE Preference. The DVBE Preference will not reduce or change the Proposer's payment, which is based on the Proposer's bid amount.

Subject to such adjustment(s), the lowest Total Proposed Annual Price quoted in the Schedule of Prices (Form PW-2) will receive the full weight of this evaluated item. Other Proposals will receive a prorated score calculated as follows: divide the lowest Total Proposed Annual Price by each other Proposer's Total Proposed Annual Price and multiply the result by the maximum possible points for this evaluation criterion. The Proposal with the lowest Total Proposed Annual Price may not necessarily be awarded a contract.

2. Performance History/References (5 points)

a. Potential Points

Public Works will attempt to obtain the required number of Proposer's references for overall satisfaction with Proposer's services, with priority given to services provided in the following order: County of Los Angeles departments, other counties, cities, governmental entities, nonprofit entities, private companies, etc. Proposer may receive up to a maximum of 5/3 points for each responding reference up to a total of three responding references. On Form PW-6, Proposer's Reference List, Proposers must identify all contracts with the County of Los Angeles during the previous three years and must identify County's contacts for each contract. Public Works reserves

A/N Water Conservation BMP
(2014-AN018)

the right to utilize any reference of Proposer, County and/or District or other, listed or not listed. Proposer shall receive zero points for each of the minimum required references not received.

b. Potential Deductions

In addition to the references provided, the review will include the County's Contract Database and Contractor Alert Reporting Database (CARD), if applicable, reflecting past performance history on County and/or District or other contracts. If references fail to substantiate Proposer's description of services provided; references fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel and services; or a significant unacceptable weakness in references may result in a low or zero score. Additionally, a Proposer's unacceptable performance on another County and/or District contract(s), as documented by either the County's Contract Database or Contractor Alert Reporting Database (CARD) by an unfavorable reference, may result in point deductions up to 100 percent of the total points awarded in this evaluation category. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

References may be contacted by telephone, facsimile, mail, express delivery, or e-mail. It is the Proposer's responsibility to ensure that accurate and timely contact information is included in the proposal. Public Works will ordinarily not make repeated attempts to contact references and will ordinarily not contact the Proposer to correct bad phone numbers, etc. It is the Proposer's responsibility to ensure that its references respond promptly to Public Works' requests for information.

3. Experience (20 points)

Proposer and/or its managing employee(s) must have a minimum of three years of experience performing indoor and outdoor water use surveys. In addition, Proposer or its managing employee must have a minimum of three years of experience performing landscape irrigation. Failure to demonstrate the minimum lengths of experience performing the service may result in rejection of the Proposal as nonresponsive.

The evaluators may award higher points for the higher quality and quantity of experience of the Proposer, its key personnel, and subcontractors, if any, in providing the requested services to organizations. Greater weight will be given to services provided to agencies of similar size and nature. The evaluators may consider the Proposer's description of its capabilities, resumes of key personnel (Part I, Section 2.A.5), and any other relevant information including, but not limited to, pending litigation and judgments and a review of terminated contract(s) reported on Form PW-14, Proposer's List of Terminated Contracts. The evaluators may consider the safety record of the Proposer and any subcontractors to ensure that they have provided

services in a safe manner. Significant unacceptable weakness in quality or quantity of experience may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

4. Work Plan (25 points)

Evaluation and scoring of the Proposer's Work Plan will be based on the extent to which it demonstrates that the Proposer is likely to meet or exceed the performance requirements set forth in Exhibit A, Scope of Work; to demonstrate creativity and innovation that exceed the minimum requirements of the Scope of Work; to render timely and responsive service to Public Works; to respond to contingencies and emergencies; and to provide a professional level of quality in the service and work product. The highest scores will be awarded to the most comprehensive and detailed work plans that are highly likely to lead the Contractor to exceed minimum work requirements.

The evaluators will award higher scores to work plans that commit to specific staffing levels and staff qualifications that exceed the requirements of the work.

The evaluators may give reduced scores to work plans that omit any of the following:

- a. Describe how the Proposer will meet the requirements of the Scope of Work including, but not limited to, the items noted below:
 - Include a cover letter, signed by an officer of the firm summarizing qualifications of key staff and the approach the Proposer shall undertake to successfully implement this program.
 - A narrative statement describing the Proposer's understanding of the requirements of this Request for Proposals.
 - A narrative statement that describes the methodology the Proposer intends to employ to each Task A through F described in Exhibit A, Scope of Work, and describes how its methodology will serve to perform the required services. Use subheading for each Task.

Comprehensiveness of the Work Plan will be evaluated based on detailed, specific discussion of all issues relevant to the work. These may include personnel management, training, subcontracting, recruitment and replacement, supervision, supplies, equipment, identification badges, safety, communications, quality control, and other issues.

The evaluation committee may make these determinations from all relevant information presented in the Proposal, which may include the work plan,

staffing plan, quality assurance plan, schedules, and other documents. If an interview or presentation is scheduled, it may also be considered.

The evaluation committee may also make this determination from all relevant information presented in the Proposer's written Quality Assurance Program (Program), which may include, but is not limited to, policies and procedures, inspection fundamentals as well as a description of quality control documentation, review, and reporting. Failure of the Proposer to designate a qualified inspector that will be provided by Proposer to monitor compliance of the Program and deal with customer complaints and inquiries will result in a reduced score in this category. If a subcontractor is to perform Quality Assurance, the Program must detail how that subcontractor will interface with the Proposer and comply with the Program.

Significant unacceptable weakness in any of the Work Plan subject areas or omission of a Work Plan from the Proposal at the time of submission may result in a low or zero score. A score of zero in this evaluation category may result in rejection of the Proposal as nonresponsive.

5. Optional Interview/Clarification

The County and/or District may, at its option, invite one or more Proposers to make a written or verbal clarification, presentation, and/or participate in an interview before a final selection is made. Evaluation criteria for any additional information provided is the same as that for written Proposals. A separate score will not be given for a presentation or interview, but the Proposer's performance may be considered as part of the overall evaluation. The evaluators may, in their sole discretion, limit the offer to give a presentation or interview, if any, to the one or more Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria.

6. Additional Criteria

These criteria are not exclusive. The County and/or District reserves the right to apply additional evaluation criteria.

F. Negotiation

The County and/or District reserves the right to negotiate the terms, conditions, and price of the Proposal, in the sole discretion of the County and/or District, to achieve the most beneficial program and price for the County and/or District. The County and/or District, in its sole discretion, may limit the negotiation, if any, to one or more responsive and responsible Proposers who receive the highest scores in a preliminary scoring of Proposals in accordance with the evaluation criteria set forth in this Part I, Section 4.E, Evaluation Criteria. The negotiation with the Proposer(s) will not result in a change in the rating of the Proposers. If a satisfactory contract cannot be negotiated, the County and/or District may, at its

sole discretion, begin contract negotiations with the next highest-rated Proposer who submitted a proposal, as determined by the County and/or District.

SECTION 5

PROTEST POLICY

A. Protest Policy Review Process

1. Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services Contract, as described in paragraph C, Solicitation Requirements Review, below. Any Proposer may request a review of a disqualification or of a proposed Contract award under such a solicitation, as described respectively in sections below. Additionally, any Proposer may obtain copies of proposals and Public Works evaluation documents as provided in Part I, Section 3, paragraph H. Under any such review, it is the responsibility of the Proposer challenging the decision of Public Works to demonstrate that Public Works committed a sufficiently material error in the solicitation process to justify invalidation of a solicitation or a proposed Contract award as the case may be.
2. Throughout the review process, the County and/or District has no obligation to delay or otherwise postpone an award of Contract based on a Proposer protest. In all cases, the County and/or District reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

B. Grounds for Review

Unless State or Federal statutes or regulations otherwise provide, the grounds for review of a solicitation for Board-approved services Contract provided for under Board Policy No. 5.055 (Services Contract Solicitation Protest) are limited to the following:

- Review of the Solicitation Requirements
- Review of a Disqualified Bid/Proposal
- Review of the Proposed Contractor Selection

C. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting a written request for review to Public Works conducting the solicitation as described in this paragraph. A Request for a Solicitation Requirements Review may be denied, in Public Works' sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten business days of the issuance of the solicitation document.

2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.
4. The request for a Solicitation Requirements Review asserts either that:
 - a. Application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. Due to unclear instructions, the process may result in the County and/or District not receiving the best possible responses from prospective Proposers.
5. The Solicitation Requirements Review will be completed and Public Works' determination will be provided to the requesting person or entity, in writing, within a reasonable time prior to the bid/proposal due date.

D. Place to Submit Requests for Review

All Requests for Review shall be submitted to the Contract Analyst.

E. Disqualification Review

1. A bid/proposal may be disqualified from consideration because Public Works determined it was nonresponsive at any time during the review/evaluation process. If Public Works determines that a bid/proposal is disqualified due to nonresponsiveness, Public Works shall notify the Proposer in writing.
2. Upon receipt of the written determination of nonresponsiveness, the Proposer may submit a written request for a Disqualification Review within the time frame specified in the written determination.
3. A request for a Disqualification Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The person or entity requesting a Disqualification Review is a Proposer.
 - b. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination).
 - c. The request for a Disqualification Review asserts that the determination of disqualification due to bid/proposal nonresponsiveness was erroneous (e.g., factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

4. The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

F. Debriefing Process

For solicitations where proposals are evaluated and scored in accordance to Section 4, Evaluation of Proposals, the following provisions shall apply:

1. Upon completion of the evaluation, Public Works will notify the remaining Proposers in writing that Public Works is entering negotiations with another Proposer. Upon receipt of the letter, any nonselected Proposer may submit a written request for a Debriefing within the time frame specified in the letter. A request for a Debriefing may, in Public Works' sole discretion, be denied if the request is not received within the specified time frame.
2. The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because Contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although Public Works may inform the requesting Proposer of its relative ranking.
3. During or following the Debriefing, Public Works will instruct the requesting Proposer of the manner and time frame in which the requesting Proposer must notify Public Works of its intent to request a Proposed Contractor Selection Review, below, if the requesting Proposer is not satisfied with the results of the Debriefing.

G. Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in paragraph F, above, may submit a written request for a Proposed Contractor Selection Review in the manner and time frame as specified by Public Works. For low-bid solicitations, where applicable, upon selection of the lowest-cost, responsive, and responsible bidder, Public Works will notify the remaining bidders in writing that Public Works is entering negotiations with another bidder. Public Works will instruct the remaining bidders of the manner and time frame in which each remaining bidder must notify Public Works of its intent to request a Proposed Contractor Selection Review, should such remaining bidder desire to have such a review performed.

A request for a Proposed Contractor Selection Review may, in Public Works' sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer.

2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by Public Works).
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. Public Works materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. Public Works made identifiable mathematical or other errors in evaluating bids/proposals, resulting in the Proposer receiving an incorrect score, and not being selected as the recommended Contractor.
 - c. For applicable solicitations where responses are evaluated and scored, a member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by State or Federal law.
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for Public Works' alleged failure, the Proposer would have been the lowest-cost, responsive, and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, Public Works representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the Contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and time frame for requesting a review by a County Independent Review, paragraph H, below.

H. County Independent Review Process

1. Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and time frame specified by

Public Works in Public Works' written decision regarding the Proposed Contractor Selection Review.

2. A request for a County Independent Review may, in the County's and/or District's sole discretion, be denied if the request does not satisfy all of the following criteria:
 - a. The person or entity requesting review by a County Independent Review is a Proposer.
 - b. The request for a review by a County Independent Review is submitted timely (i.e., by the date and time specified by Public Works).
 - c. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from Public Works' written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in paragraph G above.
3. Upon completion of the County Independent Review's, Internal Services Department will forward its report to Public Works, which will provide a copy to the Proposer.

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ATTACHMENTS

1. COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS
2. DEBARRED VENDORS REPORT
3. COUNTY OF LOS ANGELES LOBBYIST ORDINANCE

VERIFICATION OF PROPOSAL

| | | | |
|---|--|-----------------------|---------------------|
| DATE: , 2014 | THE UNDERSIGNED HEREBY DECLARES AS FOLLOWS: | | |
| 1. This Declaration is given in support of a Proposal for a Contract with The County Of Los Angeles. The Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the Proposal may be rejected at the Director's sole judgment and his/her judgment shall be final. | | | |
| 2. Name of Service: | | | |
| DECLARANT INFORMATION | | | |
| 3. Name Of declarant: | | | |
| 4. I Am duly vested with the authority to make and sign instruments for and on behalf of the Proposer(s). | | | |
| 5. My Title, Capacity, Or Relationship to the Proposer(s) is: | | | |
| PROPOSER INFORMATION | | | |
| 6. Proposer's full legal name: | | Telephone No.: | |
| Physical Address (NO P.O. BOX): | | Mobile No.: | |
| e-mail: | | Fax No.: | |
| County WebVen No.: | IRS No.: | Business License No.: | |
| 7. Proposer's fictitious business name(s) or dba(s) (if any): | | | |
| County(s) of Registration: | | State: | Year(s) became DBA: |
| 8. The Proposer's form of business entity is (CHECK ONLY ONE): | | | |
| <input type="checkbox"/> Sole proprietor | Name of Proprietor: | | |
| <input type="checkbox"/> A corporation: | Corporation's principal place of business: | | |
| | State of incorporation: | | Year incorporated: |
| <input type="checkbox"/> Non-profit corporation certified under IRS 501(c) 3 and registered with the CA Attorney General's Registry of Charitable Trusts | President/CEO: | | |
| | Secretary: | | |
| <input type="checkbox"/> A general partnership: | Names of partners: | | |
| <input type="checkbox"/> A limited partnership: | Name of general partner: | | |
| <input type="checkbox"/> A joint venture of: | Names of joint venturers: | | |
| <input type="checkbox"/> A limited liability company: | Name of managing member: | | |
| 9. The only persons or firms interested in this proposal as principals are the following: | | | |
| Name(s) | Title | Phone | Fax |
| Street | City | State | Zip |
| Name(s) | Title | Phone | Fax |
| Street | City | State | Zip |
| 10. Is your firm wholly or majority owned by, or a subsidiary of another firm? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, name of parent firm: _____ State of incorporation/registration of parent firm: _____ | | | |
| 11. Has your firm done business under any other name(s) within the last five years? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, please list the other name(s): Name(s): _____ Year of name change: _____. Name(s): _____ Year of name change: _____. Name(s): _____ Year of name change: _____. | | | |
| 12. Is your firm involved in any pending acquisition or merger? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, indicate the associated company's name: _____ | | | |
| 13. Proposer acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and the Director's judgment shall be final. | | | |
| 14. I am making these representations and all representation contained in this proposal based on information that they are true and correct to the best of my information and belief. | | | |
| I declare under penalty of perjury under the laws of California that the above information is true and correct. | | | |
| Signature of Proposer or Authorized Agent: | | | Date: |
| Type name and title: | | | |

SCHEDULE OF PRICES
AS-NEEDED WATER CONSERVATION BEST MANAGEMENT PRACTICES (2014-AN018)

The undersigned Proposer offers to perform the work described in the Request for Proposals for the following price(s). **Proposed prices and cost of Proposer's work product shall include all costs including but not limited to administrative costs, labor, supervision, materials, equipment, transportation, mileage, travel time, gas, vehicle maintenance, taxes, food, entertainment, supplies, design, setup, reproduction, marketing, production, distribution and additional reprographic services** unless stated otherwise in the Request of Proposals. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be.

| DESCRIPTION | | Proposed Price | | |
|---|--|----------------|----------------------|---|
| A. Single Family Residence (Per Exhibit A, Scope of Work, Section C, Task C) | | Price | Estimated # of Units | Annual Proposed Price (Price x Estimated # of Units = Annual Proposed Price) |
| 1. | Complete Single Family Residential surveys that include evaluation results, water savings recommendations, and installation of showerheads and faucet aerators | \$ Per Survey | 200 | |
| SUBTOTAL ITEM A | | | | \$ |

| B. Multifamily Residence (Per Exhibit A, Scope of Work, Section C, Task C) | | Price | Estimated # of Units | Annual Proposed Price (Price x Estimated # of Units = Annual Proposed Price) |
|---|--|-------------------------|----------------------|---|
| 1. | Complete Multifamily Residential surveys that include evaluation results, water savings recommendations, and installation of showerheads and faucet aerators | \$ First Unit | 30 | |
| | | \$ Each Additional Unit | | |
| SUBTOTAL ITEM B | | | | \$ |

| C. Commercial, Industrial, and Institutional (Per Exhibit A, Scope of Work, Section C, Task E) | | Price | Estimated # of Units | Annual Proposed Price (Price x Estimated # of Units = Annual Proposed Price) |
|--|----------------------|------------------|-----------------------------|---|
| 1. | Complete CII surveys | \$ Per Survey | 5 | |
| SUBTOTAL ITEM C | | | | \$ |

| D. Large Landscape (Per Exhibit A, Scope of Work, Section C, Task E) | | Price | Estimated # of Units | Annual Proposed Price (Price x Estimated # of Units = Annual Proposed Price) |
|--|----------------------------------|------------------|-----------------------------|---|
| 1. | Complete Large Landscape surveys | \$ Per Survey | 5 | |
| SUBTOTAL ITEM D | | | | \$ |

| E. Marketing Materials, Event Participation and Workshops (Per Exhibit A, Scope of Work, Section C, Task F and Task G) | | Price | Estimated # of Units | Annual Proposed Price (Price x Estimated # of Units = Annual Proposed Price) |
|--|---|--------------------|-----------------------------|---|
| 1. | Brochure | \$ Per Brochure | 1000 | \$ |
| 2. | Postcard | \$ Per Postcard | 1000 | \$ |
| 3. | Flyer | \$ Per Flyer | 1000 | \$ |
| 4. | Workshops (4 per year, up to 4 hours per workshop) | \$ Per Hour | 16 hours | \$ |
| SUBTOTAL ITEM E | | | | \$ |
| TOTAL PROPOSED ANNUAL PRICE (Subtotal of Items A-E) | | | | \$ |

FORM PW-2

| | | |
|---|-----------------------------------|--------------|
| LEGAL NAME OF PROPOSER | | |
| SIGNATURE OF PERSON AUTHORIZED TO SUBMIT PROPOSAL | | |
| TITLE OF AUTHORIZED PERSON | | |
| DATE | STATE CONTRACTOR'S LICENSE NUMBER | LICENSE TYPE |
| PROPOSER'S ADDRESS: | | |
| PHONE | FACSIMILE | E-MAIL |

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
APPLICATION FOR EXCEPTION AND CERTIFICATION FORM**

This contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All contractors and subcontractors must complete this form to either (1) request an exception from the Program requirements or (2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

| | | |
|------------------------------|--------|-----------|
| Company Name: | | |
| Company Address: | | |
| City: | State: | Zip Code: |
| Telephone Number: | | |
| (Type of Goods or Services): | | |

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (you must attach documentation to support your claim). If the Jury Service Program applies to your business, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, sign and date this form.

Part I: Jury Service Program Is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
- "Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
- "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- ☐ My business is subject to a Collective Bargaining Agreement that expressly provides that it supersedes all provisions of the Program. **ATTACH THE AGREEMENT.**

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

PROPOSED CONTRACT FOR: _____
 SERVICE BY PROPOSER _____
 PROPOSAL DATE: _____

This information must include all work undertaken in the State of California by the proposer and any partnership, joint venture, or corporation that any principal of the proposer participated in as a principal or owner for the last five calendar years and the current calendar year prior to the date of proposal submittal. Separate information shall be submitted for each particular partnership, joint venture, corporate, or individual proposer. The proposer may attach any additional information or explanation of date which the proposer would like taken into consideration in evaluating the safety record. An explanation must be attached to the circumstances surrounding any and all fatalities.

5 CALENDAR YEARS PRIOR TO CURRENT YEAR

| | 2009 | 2010 | 2011 | 2012 | 2013 | Total | Current Year to Date |
|---|------|------|------|------|------|-------|-------------------------|
| 1. Number of contracts. | | | | | | | |
| 2. Total dollar amount of Contracts (in thousands of dollars). | | | | | | | |
| 3. Number of fatalities. | | | | | | | |
| 4. Number of lost workday cases. | | | | | | | |
| 5. Number of lost workday cases involving permanent transfer to another job or termination of employment. | | | | | | | |
| 6. Number of lost workdays. | | | | | | | |

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

 Name of Proposer or Authorized Agent (print)

 Signature

 Date

CONFLICT OF INTEREST CERTIFICATION

I, _____

- ☐ sole owner
☐ general partner
☐ managing member
☐ President, Secretary, or other proper title) _____

of _____
 Name of proposer

make this certification in support of a proposal for a contract with the County of Los Angeles for services within the scope of Los Angeles County Code Section 2.180.010, which provides as follows:

Contracts Prohibited. A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract.

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - (a) Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - (b) Participated in any way in developing the contract of its service specifications; and
4. Profit-making firms or businesses in which the former employees described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

I hereby certify I am informed and believe that personnel who developed and/or participated in the preparation of this contract do not fall within scope of the Los Angeles County Code Section 2.180.010 as cited above. Furthermore, that no County employee whose position in the County enables him/her to influence the award of this contract, or any competing contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or has or shall have any direct or indirect financial interest in this contract. I understand and agree that any falsification in this Certificate will be grounds for rejection of this Proposal and cancellation of any contract awarded pursuant to this Proposal.

I certify under penalty of perjury under the laws of California that the foregoing is true and correct.

Signed _____

Date _____

PROPOSER'S REFERENCE LIST**PROPOSER NAME:** _____**PROPOSED CONTRACT FOR:** _____

Provide a comprehensive reference list of all contracts for goods and/or services provided by the Proposer during the previous three years. Please verify all contact names, telephone and fax numbers, and e-mail addresses before listing. Incorrect names, telephone and/or fax numbers, or e-mail addresses will be disregarded. Use additional pages if required.

A. COUNTY OF LOS ANGELES AGENCIES**All contracts with the County during the previous three years must be listed.**

| | |
|-----------------|----------------|
| SERVICE: | SERVICE DATES: |
| DEPT/ DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|----------------|----------------|
| SERVICE: | SERVICE DATES: |
| DEPT/DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|-----------------|----------------|
| SERVICE: | SERVICE DATES: |
| DEPT/ DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|----------------|----------------|
| SERVICE: | SERVICE DATES: |
| DEPT/DISTRICT: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

B. OTHER GOVERNMENTAL AGENCIES AND PRIVATE COMPANIES

| | |
|---------------|----------------|
| SERVICE: | SERVICE DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|---------------|----------------|
| SERVICE: | SERVICE DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|---------------|----------------|
| SERVICE: | SERVICE DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|---------------|----------------|
| SERVICE: | SERVICE DATES: |
| AGENCY/ FIRM: | |
| ADDRESS: | |
| CONTACT: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

PROPOSER'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

| |
|---|
| Proposer's Name |
| Address |
| Internal Revenue Service Employer Identification Number |

In accordance with Los Angeles County Code Section 4.32.010, the Proposer certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

| | | |
|----|---|---|
| 1. | The proposer has a written policy statement prohibiting any discrimination in all phases of employment. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 2. | The proposer periodically conducts a self- analysis or utilization analysis of its work force. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3. | The proposer has a system for determining if its employment practices are discriminatory against protected groups. | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 4. | Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals and timetables. | <input type="checkbox"/> YES <input type="checkbox"/> NO |

| | |
|---------------------------|------|
| Authorized representative | |
| Signature | Date |

LIST OF SUBCONTRACTORS

Proposer is required to complete the following. Any Subcontractors listed must be properly licensed under the laws of the State of California for the type of service that they are to perform, AND THEIR LICENSE NUMBERS MUST BE LISTED HEREIN. Failure to do so may result in delay of the award of contract. Do not list alternate subcontractors for the same service.

☐ Proposer in providing the requested services will not utilize Subcontractors. Proposer will perform all required services.

[illegible]

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.

FIRM NAME:

My County (WebVen) Vendor Number:

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

☐ As Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid's submission, I request this proposal/bid be considered for the Local SBE Preference.

☐ Attached is a copy of Local SBE certification issued by the County.

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 type="checkbox"/> Other (Please Specify): | | | | | | |
| Total Number of Employees (including owners): | | | | | | |
| 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 | | | | | | |
| 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 | % | % | % | % | % | % |

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: | Title: | Date: |
|-----------------------|--------|-------|

GAIN and GROW EMPLOYMENT COMMITMENT

The undersigned:

- ☐ has hired participants from the County's Department of Social Services' Greater Avenue for Independence (GAIN) and General Relief Opportunity for Work (GROW) employment programs.

OR

- ☐ declares a willingness to consider GAIN and GROW participants for any future employment opening if participant(s) meet the minimum qualification for that opening, and

declares a willingness to provide employed GAIN and GROW participants access to proposer's employee mentoring program(s), if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities.

| | |
|-----------|-------|
| Signature | Title |
| Firm Name | Date |

TRANSMITTAL FORM TO REQUEST AN RFP SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County
within 10 business days of issuance of the solicitation document***

| | |
|----------------|------------------|
| Proposer Name: | Date of Request: |
| Project Title: | Project No. |

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review.
(Attach additional pages and supporting documentation as necessary.)

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments:

Date Response sent to Proposer: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION**YES****NO**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

()

()

OR**YES****NO**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

()

()

Signature

Date

Name and Title (please type or print)

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

| | | |
|------------------|--------|-----------|
| COMPANY NAME: | | |
| COMPANY ADDRESS: | | |
| CITY: | STATE: | ZIP CODE: |

- ☐ I am not requesting consideration under the County's Transitional Job Opportunities Preference Program.

I hereby certify that I meet all the requirements for this program:

- ☐ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for three years (*attach IRS Determination Letter*);
- ☐ I have submitted my three most recent annual tax returns with my application;
- ☐ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ☐ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

| | |
|-------------|--------|
| PRINT NAME: | TITLE: |
| SIGNATURE: | DATE: |

REVIEWED BY COUNTY:

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|------------------------------|-----------------|--------------------|-------------|
| | | | |

PROPOSER'S LIST OF TERMINATED CONTRACTS

PROPOSER'S NAME: _____

☐ **Proposer has not had any contracts terminated in the past three years.**

Proposer must list all contracts that have been terminated within the past three years. Terminated contracts are those contracts terminated by an agency or firm before the contract's expiration date. If a contract(s) was terminated, please attach an explanation on a separate sheet, whether the termination was at the fault of the Proposer or not. Any and all terminated contracts should be accompanied with an explanation. It should be noted that contracts that naturally expired need not be listed. The County is only seeking information on contracts that were terminated prior to expiration.

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

| | |
|--------------------------|-------------------|
| SERVICE: | TERMINATING DATE: |
| NAME OF TERMINATING FIRM | |
| ADDRESS OF FIRM | |
| CONTACT PERSON: | |
| TELEPHONE: | |
| FAX: | |
| E-MAIL: | |

SIGNATURE _____

DATE: _____

PROPOSER'S PENDING LITIGATIONS AND JUDGMENTS

Proposer's Name: _____

- ☐ Proposer and/or principals are **not** currently involved in any pending litigation; are not aware of any threatened litigation where they would be a party; and have not had any judgments entered against them within the last five years as of the date of proposal submission.

Proposer and/or principals of the Proposer must list below (use additional pages if necessary) all pending litigation, threatened litigation, and/or any judgments entered against them within the last five years as of the date of proposal submission.

A. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

B. ☐ Pending Litigation ☐ Threatened Litigation ☐ Judgment (check one)

1. Against ☐ Proposer; ☐ Principal; ☐ Both (check as appropriate)
2. Name of Litigation/Judgment: _____
3. Case Number: _____
4. Court of Jurisdiction: _____
5. Please provide a statement describing the size and scope of the pending/threatened litigation or judgment (use additional page if necessary):

Signature of Proposer: _____ Date: _____

**PROPOSER'S INSURANCE COMPLIANCE AFFIRMATION
AS-NEEDED WATER CONSERVATION BEST MANAGEMENT PRACTICES (2014-AN018)**

Proposer's Name

Address

- ☐ If awarded the contract: Proposer will comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.
- ☐ If you check this box, your proposal will be determined nonresponsive and your proposal will be disqualified. Proposer will not comply with the insurance coverage provisions set forth in Exhibit B, Section 5, Indemnification and Insurance Requirements of this Request for Proposals, and Proposer will not procure, maintain, and provide the County with proof of insurance coverage in the coverage amounts and types specified in Exhibit B, Section 5 throughout the entire term of the proposed contract, without interruption or break in coverage.

Signature of Proposer: _____ Date: _____

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

The Proposer certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

-OR-

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

| | |
|-------------|--------|
| Print Name: | Title: |
| Signature: | Date: |

REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION FORM

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov>.

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov>.

- ☐ I AM NOT a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- ☐ I AM certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

| | |
|------------------------|-------------------|
| Name of Firm: | County Webven No. |
| Print Authorized Name: | Title: |
| Authorized Signature: | Date: |

| SIGNATURE OF REVIEWER | APPROVED | DISAPPROVED | DATE |
|------------------------------|-----------------|--------------------|-------------|
| | | | |

**PROPOSER'S COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE RFP FOR
AS-NEEDED WATER CONSERVATION BEST MANAGEMENT PRACTICES (2014-AN018)**

Important Note: The information on this form is subject to verification and will not be used for scoring purposes.

Completing this form by itself without including detailed narrative in your proposal to support the minimum mandatory requirement of this RFP, any inconsistencies or inaccuracy in the information provided in this form, or this form and your Proposal, may subject your Proposal to disqualification or other actions, at the sole discretion of the County.

PROPOSER MUST CHECK A BOX IN EVERY SECTION

At the time of proposal submission, Proposer must meet the following minimum requirements:

1. Proposer and/or its managing employee(s) must have a minimum of three years of experience performing indoor and outdoor water use surveys. **This requirement cannot be met through the use of a Subcontractor.**

☐ Yes. Proposer and/or its managing employee(s) do meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category).

| Name | No. of Years | Description |
|------|--------------|-------------|
| | | |
| | | |
| | | |

☐ No. Proposer and its managing employee do not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

2. Proposer or its managing employee must have a minimum of three years of experience performing landscape irrigation. **This requirement cannot be met through the use of a Subcontractor.**

- ☐ Yes. Proposer or its managing employee does meet the experience requirement stated above. (In addition to responding on this form, as specified in Part I, Section 2.A.5, Experience, please provide a detailed narrative in your proposal to validate this minimum mandatory requirement for scoring of your proposal in this category)..

| Name | No. of Years | Description |
|------|--------------|-------------|
| | | |
| | | |
| | | |

- ☐ No. Proposer or its managing employees does not meet the experience requirement stated above. **If you check this box, your proposal will be immediately disqualified as non-responsive.**

Proposer declares under penalty of perjury that the information stated above is true and accurate. Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected at the sole discretion of the County.

| | |
|-----------|-------|
| Signature | Title |
| Firm Name | Date |

**CONTRACTOR'S CERTIFICATION AND LICENSING INFORMATION FOR
AS-NEEDED WATER CONSERVATION BEST MANAGEMENT PRACTICES
(2014-AN018)**

All Contractors must be properly licensed under the laws of the State of California for the type of service that they are to perform. ALL LICENSE/CERTIFICATIONS/PERMITS MUST BE LISTED HEREIN FOR THE PROPOSER OR IF SPECIFIC TO INDIVIDUALS PLEASE IDENTIFY BY NAME. In addition to completing this form, please attach a copy of each certification, license, and/or permit. Failure to demonstrate compliance with the required certifications, licenses, and/or permits, may result in rejection of the Proposal as nonresponsive. Use additional pages if required.

| License/Certification Name | Name on License | License/Certification/ Permit Number | Active Date | Expiration Date |
|---|-----------------|---|-------------|-----------------|
| a) Landscape Irrigation Auditor Certification certified by the Irrigation Association | | | | |
| b) Landscape Irrigation Auditor Certification certified by the Irrigation Association (if multiple certificate holders) | | | | |
| c) Landscape Irrigation Auditor Certification certified by the Irrigation Association (if multiple certificate holders) | | | | |
| d) Landscape Industry Certified Technician certified by the California Landscape Contractor Association (if multiple certificate holders) | | | | |
| e) Landscape Industry Certified Technician certified by the California Landscape Contractor Association (if multiple certificate holders) | | | | |
| f) Landscape Industry Certified Technician certified by the California Landscape Contractor Association (if multiple certificate holders) | | | | |

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

| | |
|----------------------------|-------|
| Proposer's Name: | |
| Address: | |
| Authorized representative: | |
| Signature: | Date: |



ATTACHMENT 1

COUNTY OF LOS ANGELES

Policy on Doing Business With Small Business

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE...

The importance of small business to the County:

- In fueling local economic growth.
- Providing new jobs.
- Creating new local tax revenues.
- Offering new entrepreneurial opportunity to those historically under-represented in business.

The County can play a positive role in helping small business grow:

- As a multi-billion dollar purchaser of goods and services.
- As a broker of intergovernmental cooperation among numerous local jurisdictions.
- By greater outreach in providing information and training.
- By simplifying the bid/proposal process.
- By maintaining selection criteria which are fair to all.
- By streamlining the payment process.

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: (a) inform and assist the local business community in competing to provide goods and services; and, (b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting, and conduct business with our vendors, in order to: (a) expand opportunity for small business to compete for our business; and, (b) to further opportunities for all businesses to compete regardless of size.
4. Ensure that staff who manage and carry out the business of purchasing goods and services are well-trained, capable, and highly motivated to carry out the letter and spirit of this policy.

Listing of Contractors Debarred in Los Angeles County

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

http://lacounty.info/doing_business/DebarmentList.htm

County of Los Angeles *Lobbyist Ordinance*



IT'S THE LAW

It may affect you!

Chapter 2.160 of the Los Angeles County Code requires Lobbyists, Lobbying Firms and Lobbyist Employers to register with the Executive Office of the Board of Supervisors. This ordinance imposes extensive reporting requirements on individuals, businesses and other organizations. It places restrictions on the activities of anyone seeking to influence an official action of the County of Los Angeles including actions of the Board of Supervisors or the granting or denial of County contracts, licenses, permits, grants and franchises.

YOU MAY BE CONSIDERED A COUNTY LOBBYIST

If you are compensated to communicate directly (or through agents) with any County official for the purpose of influencing official action, then you may be required to register with the Executive Office of the Board of Supervisors. The requirement to register is the same whether you are an employee of, or on contract with, a firm or organization with business before the County. Additionally, an individual or business entity may be considered a County Lobbying Firm if it receives compensation to influence the County on behalf of any **other** persons or businesses. An individual, business entity or organization that employs or contracts with another individual or firm to represent or make contacts with a County agency on their behalf to influence County action may be considered a County Lobbyist Employer who must also register. If in doubt, it is best to register.

Furthermore, each person or entity who is not otherwise required to register as a County Lobbyist, Lobbying Firm or Lobbyist Employer, but who directly or indirectly expends \$5,000 or more during a calendar quarter to influence official action need not register BUT must report the expenditure to the Executive Office of the Board of Supervisors on a form available from the Executive Office.

REGISTERING IS IMPORTANT

Failure to comply with the ordinance may subject offending Lobbyists, Lobbying Firms, and Lobbyist Employers to **serious penalties including fines up to \$2,000 and denial of contracts, licenses, permits, grants or franchises. Moreover, some violators may be refused permission to address the Board of Supervisors or any County commission.**

HERE'S HOW TO COMPLY WITH THE LAW

Within 10 days of qualifying as a County Lobbyist, Lobbying Firm, or Lobbyist Employer as described in the ordinance, you must register with the Executive Office of the Board of Supervisors.

Registering with the County is easy. To receive a copy of the ordinance and registration forms, or to receive additional information or answers to specific questions, please contact the Executive Office of the Board of Supervisors at the following address or you may call one of the following telephone numbers:

Executive Office of the Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall Of Administration
500 West Temple Street
Los Angeles, California 90012

(213) 974-1093 (213) 974-1578

A copy of the ordinance is available for your review at this County facility or on the Internet.

<http://bos.co.la.ca.us/>

Thank you for your cooperation and attention.

Part II

Sample Agreement



BY AND BETWEEN

LOS ANGELES COUNTY WATERWORKS DISTRICT

AND

[NAME OF CONTRACTOR]

FOR

AS-NEEDED WATER CONSERVATION
BEST MANAGEMENT PRACTICES (2014-AN018)

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SAMPLE AGREEMENT FOR
AS-NEEDED WATER CONSERVATION
BEST MANAGEMENT PRACTICES (2014-AN018)

THIS AGREEMENT, made and entered into this ____ day of _____, 2014, by and between the Los Angeles County Waterworks Districts, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and [Name of CONTRACTOR], a [State of Incorporation] [Form of Entity] (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors, acting as the governing Board of said DISTRICT, of the CONTRACTOR'S proposal filed with the DISTRICT on _____, 2014, hereby agrees to provide services as described in this Contract for As-Needed Water Conservation Best Management Practices (2014-AN018).

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, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, Memorandum of Understanding—Urban Water Conservation; Exhibit H, Map of Districts; Exhibit I, Residential Water Use Survey Hold Harmless Agreement; the CONTRACTOR'S proposal, all attached hereto; Request for Proposals; and Addenda to the Request for Proposals, all of which are incorporated herein by reference, are agreed by the DISTRICT and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the County of Los Angeles' Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the proposal and attached hereto as Form PW-2, an amount not to exceed \$_____ per year or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of one year commencing on _____ or execution by both parties, whichever occurs last. The DISTRICT shall have the sole option to renew this Contract term for up to four additional one-year periods and six month-to-month extensions, for a maximum total Contract term of five years and six months. Each such option shall be exercised at the sole discretion of the DISTRICT. The DISTRICT, acting through the Director, may give a written notice of intent to renew this Contract at least ten days prior to the end of each term. At the sole discretion of the DISTRICT, in lieu of renewing the Contract for the full one year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as

of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill in arrears, for each task and deliverable upon acceptance in accordance with Exhibit A, Scope of Work and Form PW-2, Schedule of Prices. Work performed shall be billed at the unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: Public Works will reimburse the CONTRACTOR for additional water saving devices, copies of reports or other items outside the Scope of Work only if prior approval for such items was submitted by Public Works in writing. Mileage and travel time are not reimbursable.

Invoices shall include a detailed backup for work completed and all authorized reimbursable expenses incurred. Payment will be withheld for any unresolved customer complaints for a particular deliverable.

SEVENTH: The DISTRICT, acting through the County of Los Angeles' Department of Public Works, will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. 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

EIGHTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

NINTH: The CONTRACTOR understands and agrees that only the designated DISTRICT 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.

TENTH: 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. The 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. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

Board of Supervisors, the DISTRICT'S governing Board, caused these presents to be subscribed by the County of Los Angeles 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 DISTRICT
a body corporate and politic

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

[NAME OF CONTRACTOR]

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

SCOPE OF WORK

AS-NEEDED WATER CONSERVATION
BEST MANAGEMENT PRACTICES (2014-AN018)A. Waterworks Contract Manager

Waterworks Contract Manager will be Ms. Rea Gonzalez of Waterworks Division, who may be contacted at (626) 300-3338, e-mail address: rjoseph@dpw.lacounty.gov, Monday through Thursday, 7 a.m. to 5:30 p.m. The Contract Manager is the only person authorized by the Director of Public Works to oversee, direct, and 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 the Contract Manager.

B. Background

The purpose of this Contract is to assist the Los Angeles County Waterworks Districts (LACWD) in implementing As-Needed Water Conservation Best Management Practices (BMPs) required by the California Urban Water Conservation Council (CUWCC) regarding Urban Water Conservation in California (Exhibit G – Memorandum of Understanding – Urban Water Conservation). LACWD is seeking a highly qualified professional firm to design and implement indoor and outdoor water use surveys for single-family and multifamily residential, large landscape, commercial, industrial, and institutional customers as described in the Scope of Work, develop survey forms, develop and administer a tracking database, and provide monthly reporting to LACWD. Contractor shall distribute information to customers during the survey process regarding incentives toward purchase of approved water saving devices and appliances, as well as public information programs promoting water conservation measures and water conservation related benefits in the following Districts (see Exhibit H – Map of Districts):

1. Los Angeles County Waterworks District No. 21, Kagel Canyon
2. Los Angeles County Waterworks District No. 29, Malibu
3. Los Angeles County Waterworks District No. 36, Val Verde
4. Los Angeles County Waterworks District No. 37, Acton
5. Los Angeles County Waterworks District No. 40, Antelope Valley
6. Marina Del Rey Water System
7. Rancho Los Amigos Water System

C. Work Description

The Scope of Work includes, but is not limited to, all services specified herein. These services include implementation and administration of Tasks A through G, meeting all requirements for water use survey and documentation, meeting or exceeding the water savings assumptions from installation of water saving

devices, and remodeling landscape into water-efficient landscape. The Contractor shall also evaluate the water savings achieved by the execution of this water conservation program and provide BMP reporting information required by the CUWCC, the Department of Water Resources, the LACWD, or other entities.

The Contractor shall execute work in accordance with the Work Plan approved by the Contract Manager. When requested by the Contract Manager, the Contractor shall revise the Work Plan submitted in its Proposal at no additional cost to the County. The Contract Manager will review and approve the revised Work Plan prior to commencement of any work. Any adjustments to the Work Plan shall be preapproved by the Contract Manager. The Work Plan shall reflect completion of all work under this Contract within the specified time and in accordance with work requirements in this section.

The County and/or LACWD reserves the right to determine if any work is or will be needed and/or requested under this Contract, at the County's and/or LACWDs sole and absolute discretion. The Contractor waives all claims against the County and/or LACWD for any and all damages resulting from the County's and/or LACWDs failure to use the Contractor's services including, but not limited to, lost profit.

Please note, should an inconsistency be determined between the Scope of Work and the Performance Requirements Summary (Exhibit F), the higher service level in the judgment of Public Works shall prevail.

Under this Contract, the Contractor shall complete the following Tasks A through G:

Task A – Provide Customer Service

1. The Contractor shall establish a toll-free customer service telephone line to be staffed daily by a live Customer Service Representative (CSR) in English and Spanish, between the hours of 8 a.m. and 4 p.m., excluding weekends and holidays. Contractor shall provide English and Spanish after-hours message for callers. Messages shall be answered before the end of the next business day either by phone or e-mail. Contractor is responsible for maintaining the customer service operation for the duration of the entire contract.
2. CSR shall keep a log of all calls and inquiries, which shall be provided to LACWD along with monthly billing. Logs of calls and inquiries shall be provided to LACWD in Microsoft Excel 2010 format.

3. CSR shall verify customer information and eligibility using the LACWD database. The Contractor shall not offer nor schedule a survey for residents that received a survey in the past three years.
4. CSR shall contact customers from a candidate list provided by LACWD to offer and schedule the water use survey.
5. CSR shall ensure that customers who are landlords and multifamily customers notify tenants of their property or units at least 24 hours prior to the survey.
6. CSR shall ask customer to be present during the evaluation, as well as the person responsible for programming the irrigation controllers to operate the irrigation controller during the outdoor portion of the site evaluation.
7. CSR shall make every reasonable effort to accommodate the customer's schedule. Work shall be performed and completed within three weeks of the initial call, except under extenuating circumstances beyond Contractor's control. Surveys must be offered on Saturdays and weekday evenings as well as during the week.
8. All cost associated with Task A including, but not limited to, administrative cost, labor, overtime, supervision, materials, and equipment shall be provided by the Contractor at no charge to LACWD.

Task B – Create and Maintain Survey Form and Database

1. Survey Report Form:

The Contractor shall develop an electronic survey report form that addresses all items listed in Tasks C and D. The survey report form must be reviewed and approved by LACWD prior to use. The surveys shall be conducted using an electronic tablet to document results and produce reports. It shall be the Contractor's responsibility to purchase and provide the electronic tablet to be used by the surveyor at no cost to the County or LACWD.

2. Database:

The Contractor shall develop a survey database for tracking the surveys and site information. Data shall be collected in Microsoft Access or Excel 2010 and include all information obtained as described in Task D. Contractor shall manage and maintain the

information and records. Contractor shall provide a copy of the survey database to LACWD on a monthly basis and upon request. LACWD shall provide the Contractor a customer database for customer verification, eligibility, and water use analysis. LACWD reserves the right to modify data requirements, and will work with Contractor to develop and/or modify the data requirements to improve the reporting process.

Contractor shall retain the survey and customer databases until the expiration of the contract at which time the Contractor shall destroy the entire database. **Customer information is confidential and unless otherwise expressly authorized by the Contract Manager or pursuant to a valid court order, Contractor shall not release customer information or any part thereof to anyone other than a County and/or LACWD employee.**

If such records are subpoenaed from the Contractor, the Contractor must immediately notify the Contract Manager so LACWD may seek protection of the records as appropriate and Contractor must not produce the subpoenaed survey or customer databases other than as authorized herein.

3. All cost associated with Task B including, but not limited to, administrative cost, labor, overtime, supervision, materials, and equipment shall be provided by the Contractor at no charge to LACWD.
4. LACWD shall withhold up to 20 percent of previous month's invoice if Contractor does not provide requested database in the time frame specified by the Contractor Manager.

Task C – Perform Water Survey and Plumbing Retrofit for Single-Family and Multifamily Residential Customers

The Contractor shall obtain written permission to enter the customer's property through a signed waiver (Exhibit I – Residential Water Use Survey Hold Harmless Agreement) prior to starting the survey. The Contractor shall perform a review of interior and outdoor water use of single-family residential and multifamily residential customers, conduct a technical evaluation of the site, and provide information to the residents and/or property manager that will improve water use efficiency and reduce overall water use. During the survey, the Contractor shall install showerheads and faucet aerators, where requested by the customer; The Contractor shall purchase and provide these water saving devices and maintain a sufficient inventory of the water saving devices to bring to the surveys. The Contractor shall program irrigation system

timers and perform other work whenever possible that will improve water use efficiency and reduce overall water use.

A maximum of two dwelling units shall be surveyed at multifamily residences, with attention given to common areas, landscaping, pool, laundry room, etc., where water use efficiency can be improved. If the Contractor receives more than two requests for surveys from a multifamily residence, the Contractor must request approval from the Contract Manager prior to performing the survey. After installation of the water saving device(s), the Contractor shall test to ensure the device(s) are installed properly and shall obtain the customer's written approval of the installation. Contractor shall provide a 60-day workmanship and performance warranty for all Contractor installed water saving devices. Should problem(s) arise at any time during the 60-day warranty period for the installed water saving devices, Contractor shall supply all labor to correct problem(s) free of charge, as requested by the Contract Manager.

Contractor shall distribute information to customers at the end of the survey regarding water saving rebates, landscape classes, events, and other conservation programs offered by LACWD.

The Contractor shall survey a minimum of 200 single-family residential and 30 multifamily residential accounts by the end of each annual contract term. Emphasis shall be placed on reaching those customers with the highest usage to achieve maximum water savings. Contractor shall obtain prior approval from the Contract Manager before conducting surveys over the 230 survey minimum.

1. Outdoor Survey - The customer and/or their landscape professional must be present to turn on the irrigation system and discuss with the surveyor the current landscape practices. Contractor's employee who performs this Task shall be a valid and active Certified Landscape Irrigation Auditor certified by the Irrigation Association or a valid and active Landscape Industry Certified Technician certified by the California Landscape Contractor Association. Subcontractors shall not be allowed for this work. The outdoor survey will consist of the following:
 - a. Instruct customer on how to read water meter and inspect for leaks. Educate customer on how to understand the water bill.
 - b. Inspect for leaks at the meter, hose bibs, and irrigation system. If there are leaks, provide if possible, an estimate of water savings if repaired.

- c. Measure water pressure and advise customer to lower pressure if static pressure measures above 60 pounds per square inch (psi).
- d. Use soil probe(s) to determine soil type, water infiltration rate, water retention capacity, root zone depth, and thatch build up.
- e. Identify the type of grass and recommend aeration dethatching and proper mowing height as appropriate.
- f. Check irrigation system for coverage, leaks, low head drainage, high pressure, mismatched, misdirected or broken heads, and other typical irrigation problems such as missing filters and pressure reducing valves for drip irrigation/microspray systems.
- g. Identify obvious nonuniform precipitation from irrigation system distribution, note them in survey form and suggest the most appropriate method to fix it.
- h. Determine appropriate monthly irrigation schedule based on local Evapotranspiration (ET), distribution uniformity, plant type, nozzle type, etc.
- i. Program irrigation controller with calculated schedule, if permitted by owner.
- j. Recommend low-precipitation irrigation, water-wise plants, and mulch where appropriate.
- k. Review all other outdoor water usage and recommend water saving actions.
- l. Measure landscaping and irrigated turf square footage, identify plant factor, and document number of irrigation controllers and irrigation stations.
- m. Calculate customers estimated water allocation and compare to actual water usage.
- n. Recommend to the customer to consult a licensed landscape irrigation system expert for irrigation system issues beyond the Scope of Work, such as repair of leaking irrigation system or upgrading outdated sprinkler system.

2. Indoor Survey – Promote indoor water savings opportunities and water conservation programs. The indoor water use review will consist of the following:
 - a. Obtain the number of residents and bathrooms.
 - b. Inspect and identify leaks at all toilets, sinks, showers, diverter valves, tubs, dishwashers, washing machines, water heaters, and any other water using device.
 - c. Determine if toilets are high-efficiency flush (1.28 gallons or less per flush), ultra-low flush (1.6 gallons per flush), or non-ultra-low flush (greater than 1.6 gallons per flush).
 - d. Offer and install, when permitted with customer approval high-efficiency showerheads, when appropriate (measured flow rate greater than 2.5 gallons per minute).
 - e. Offer and install, when permitted with customer approval faucet aerators, when appropriate (measured flow rate greater than 2.0 gallons per minute in bathroom and measured flow rate greater than 2.5 gallons per minute in kitchen).
 - f. Check toilet flappers for leaks and, if necessary, show customer how to remove flapper. Help customer identify their toilet model so that they can replace flapper, if necessary.
 - g. Recommend to the customer to consult a licensed plumber regarding plumbing issues beyond the scope of work.

All costs associated with installation of high-efficiency showerheads and faucet aerators including, but not limited to, administrative cost, labor, overtime, supervision, and equipment is inclusive of the price quoted in PW-2, Schedule of Prices, Item A, Single-Family Residence, or Item B, Multifamily Residence, and shall be provided with no additional charges to LACWD. All costs associated with the purchase of high-efficiency showerheads and faucet aerators are included in the price quoted in PW-2, Schedule of Prices, Item C, Parts.

Task D - Recordkeeping, Tracking, and Reporting

All costs associated with Task D including, but not limited to, administrative costs, labor, overtime, supervision, materials, and equipment shall be provided by the Contractor at no charge to LACWD. Contractor shall implement recordkeeping, a tracking system, and reporting of surveys and data to LACWD on a monthly and annual bases and can either be in Microsoft Access

database or Excel format, which shall include, but is not limited to, the following items:

1. Record keeping and tracking:
 - a. Tracking number for each completed survey.
 - b. Service area of customer.
 - c. Customers name, phone number, email address, service address, mailing address, date of survey.
 - d. Customer account number.
 - e. Number of people in household.
 - f. Whether the call and survey was received and conducted in English or Spanish.
 - g. How customer heard about the program.
2. Reporting:

Surveys shall be conducted using an electronic tablet to document the results and produce the report. At the end of the survey, the report shall be e-mailed or mailed to the customer. The survey database shall be updated and submitted to LACWD on a monthly basis. The Contractor shall design the survey report form that should include, but not be limited to, the following:

- a. Indoor Survey Report:
 - i. Calculate customer's water use by reading the water meter on the day of the survey and comparing it to the last measured reading on the customer's most recent bill provided by LACWD and record the value in gallons per day.
 - ii. Number of bathrooms, sinks, showerheads, bathtubs including spa tubs, toilets, and other water devices and fixtures. Indicate whether fixtures, water devices and appliances are water-efficient, and whether toilet is a high-efficiency, ultra-low, and non-ultra-low flush and the flush volume.
 - iii. Leaks observed from faucets and spigots, toilets, appliances, and other visible plumbing leaks. If leaks

are corrected after they are identified, the Contractor shall record all corrected leaks.

- iv. Indicate the number of showerheads and sink aerators installed at the time of the survey. Include the number of water saving devices that were not installed, but were left with the customer at his/her request.
 - v. Presence and/or number of clothes washers and whether they are high-efficiency washers, and the average number of loads per week.
 - vi. Water softener and/or reverse osmosis is present and if either operates by demand and/or has an on/off switch.
 - vii. Observations and recommendations for indoor water savings.
- b. Outdoor Survey Report:
- i. Meter reading including any movement on the meter, leak rate, and pressure reading.
 - ii. Landscape and lawn area square footage for the front yard and the backyard, soil type, grass type, root depth, depth of water infiltration, and thatch buildup.
 - iii. Description of outdoor leaks and deficiencies of outdoor irrigation systems if present.
 - iv. Number of irrigation controllers, number and type of irrigation nozzles, current irrigation schedule, total active stations, run times, and days per week.
 - v. Recommended watering schedule consistent with local ordinances and based on local ET, percent change from current schedule, distribution uniformity, plant type, soil type, and others for each station.
 - vi. Number of pools, pool covers, spas, and spa covers including dimensions and depth if present.
 - vii. Calculation of customer's estimated water allocation. This will be a combined total of indoor and outdoor water allocation. The indoor allocation will be based

on 55 gallons per person per day. The outdoor allocation will be based on the following formula:

$$\text{Outdoor Allocation} = (ET_o)(0.62) \times \left(\frac{PF \times HA}{IE} + SLA \right)$$

where:

ET_o = Reference Evapotranspiration (inches per year)

0.62 = Conversion Factor (to gallons per square foot)

PF = Plant Factor

HA = Hydrozone Area (square feet)

IE = Irrigation Efficiency (minimum 0.71)

SLA = Special Landscape Area (square feet)

- viii. Comparison of customer's actual water use to estimated water allocation.
- ix. Recommendations to decrease water use to reach estimated water allocation. Other observations and recommendations.

c. Monthly Report:

On a monthly basis, the Contractor shall submit to the Contract Manager an updated electronic copy of the survey database along with copies of completed Residential Water Use Survey Hold Harmless Agreements and survey reports.

d. Annual Report:

In addition to the monthly reports, Contractor shall provide annual reports summarizing the items listed below within 30 days from the completion of each calendar year. Should Contractor neglect to turn in the annual report within the agreed upon time frame, prior month's payment may be withheld until such time that annual report is received by Contract Manager. The information contained in the annual reports will be summarized by service area and by single or multifamily account:

- i. Total number and types of surveys.
- ii. Number of people per residence for each separate unit.
- iii. Average number of units for multifamily property.

- iv. Average age of residence and/or property.
- v. Average size of turf.
- vi. Percent of sites with no turf.
- vii. Percent of sites with automatic irrigation controller.
- viii. Percent of sites allowing irrigation controller to be programmed.
- ix. Percent of sites with professional landscapers.
- x. Percent of sites with pools or spas.
- xi. Percent of sites with pool or spa covers.
- xii. Number of leaks found at meter.
- xiii. Average number of toilets per single-family home or multifamily unit.
- xiv. Percent of high-efficiency flush toilets, ultra-low flush toilets, percent of 3.5 gallon flush, and percent of 5 gallon flush or greater.
- xv. Number and percent of toilets with leak.
- xvi. Number of showers per home/unit.
- xvii. Percent of showerheads, which were high-efficiency (2.0 or less gal/min).
- xviii. Number of showerhead distributed and installed.
- xix. Number of faucet aerators distributed and installed.
- xx. Average number of loads of laundry per week.
- xxi. Total potential water savings with a breakdown by leak repair, device replacement, and irrigation schedule adjustments.
- xxii. Marketing response; how customers heard about the program.

Task E – Perform Water Survey for Commercial, Industrial, and Institutional (CII) and Large Landscape (LL) Customers

The Contractor may be tasked to perform a minimal amount of water surveys for CII and LL customers. For CII customers, the survey shall include all applicable components of the indoor and outdoor residential surveys with the inclusion of recording other CII water use appliances (such as prerinse spray valves, urinals, ice machines).

For the purpose of this contract, LL customers are defined to have 1 acre or more of irrigated landscape. The LL surveys shall include all applicable components of the outdoor residential surveys with the addition of the following tasks:

1. Determine each type of vegetation and entire irrigable area of landscaped areas.
2. Determine the water application rate for each irrigated area from the existing irrigation schedule.
3. Review customer's landscape maintenance procedures or contract to verify that maintenance personnel regularly checks for broken sprinkler heads, programs irrigation controller, adjusts application rates based on the time of year or weather, and monitors sprinklers to prevent over-spray and over-watering.
4. Make recommendations to improve current maintenance procedures.
5. Determine an appropriate irrigation rate and schedule for each irrigated area based on the type of vegetation and soil.
6. Provide customer with evaluation results and water saving recommendations.

All costs associated with performing this Task shall be at the rates in Item C and Item D listed on Form PW-2, Schedule of Prices.

Task F – Design, Distribute, and Participate in Marketing of Water Conservation Program:

Contractor shall design program brochures and upon approval from LACWD, Contractor shall distribute the program brochures to customers, as well as provide any other written materials approved by Contract Manager during the survey that promote other water conservation programs and events.

All costs associated with performing this deliverable shall be at the rates in Item F.1, F.2, and F.3 listed on Form PW-2, Schedule of Prices.

Task G – Execute Workshops:

Develop, advertise, and conduct residential landscape workshops as directed by Contract Manager that will provide homeowners with information on the importance of conserving water, laws that mandate reduction in water consumption, and practical skills needed to reduce their consumption of water for irrigation. These workshops may be anywhere in Los Angeles County. The workshop material shall include, but is not limited to, irrigation system design; landscape design; California friendly plants; and soil fertilization and water needs of plants. Contractor shall assist in the marketing, customer registration process, and coordinating workshop schedule. Each workshop shall be up to four hours in length, four times per year and shall be charged in accordance with the unit rate indicated on PW-2, Schedule of Prices, Item F.4, Workshop. Contractor shall be paid for conducting the workshop. All preparatory work shall be included in the hourly unit rate for the workshops.

D. Schedule of Services

The Contractor shall submit a schedule of tasks for review and approval by the Contract Manager within ten working days after the contract is awarded. The schedule shall be prepared to complete Tasks A through G described herein.

E. Hours and Days of Service

Hours of services shall be primarily performed within the 8 a.m. to 8 p.m. time period, Monday through Saturday, each week, except County observed holidays, at which time the service shall be done before or after such holiday. Work hours may be altered, when necessary, with the approval of the Contract Manager.

Holidays Observed by the County of Los Angeles are:

| | |
|-----------------------------|------------------------|
| New Year's Day | Columbus Day |
| Martin Luther King, Jr. Day | Veterans Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| Independence Day | Christmas Day |
| Labor Day | |

F. Utilities

The County will not provide utilities.

G. Storage Facilities

LACWD will provide storage facilities for the Contractor to store items necessary to perform surveys such as low-flow showerheads and faucet aerators. Contractor must coordinate with County and/or LACWD staff to effectively manage the inventory and ensure access to the stored items when necessary.

H. Special Safety Requirements

All Contractors' operators shall be expected to observe all applicable State of California Occupational Safety and Health Administration (Cal/OSHA) and LACWD's safety requirements while at LACWDs jobsites.

I. Responsibilities of the Contractor

1. Contractor's employee(s) performing the Outdoor Survey as required in Exhibit A, Scope of Work, Task C.1, shall be a valid and active Certified Landscape Irrigation Auditor certified by the Irrigation Association or a valid and active Landscape Industry Certified Technician certified by the California Landscape Contractor Association. **This requirement cannot be met through the use of a Subcontractor.**
2. Contractor or its managing employee(s) must have a minimum of three years of experience performing indoor and outdoor water use surveys. **This requirement cannot be met through the use of a Subcontractor.**
3. The Contractor or its managing employee must have a minimum of three years of experience performing landscape irrigation. **This requirement cannot be met through the use of a Subcontractor.**

J. Payment

Contractor shall bill LACWD per survey completed and for any high-efficiency showerheads and/or faucet aerators purchased. All charges shall be in accordance with the prices described in PW-2, Schedule of Prices, which includes, but is not limited to, administrative costs, labor, overtime, supervision, materials, equipment, transportation, mileage, travel time, gas, vehicle maintenance, taxes, food, entertainment, supplies, design, setup, reproduction, marketing, production, distribution and additional reprographic services of all items needed to perform the work required. LACWD shall reimburse the Contractor for additional copies of reports, or other items outside this Scope of Work only if prior approval for such items was submitted to LACWD in writing. Invoices shall include a detailed report of work completed and all authorized reimbursable expenses incurred. LACWD reserves the right to verify completion of surveys by contacting survey customers, and/or making on-site inspections. If any irregularities are observed during the review of work

completed or following invoice approval, deductions may be made from invoices. Contractor may resubmit corrected information in future invoices.

K. Additional Work/Locations

1. The Contract Manager may authorize the Contractor to perform additional work including, but not limited to, adding service area(s) arises out of unforeseen incidents such as vandalism, acts of God, third-party negligence or any other unanticipated need. If the Contract Manager determines such additional work can be obtained in whole or in part by temporarily modifying the Contractor's tasks and work schedules, he or she may direct such modification.
2. Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No additional work shall commence without written authorization from the Contract Manager. However, when a condition threatens imminent injury to the public or damage to property, the Contract Manager may orally authorize the work to be performed upon receiving an oral estimate from the Contractor. Within 24 hours after receiving an oral authorization, the Contractor shall submit a written estimate to the Contract Manager for approval.
3. All additional work provided herein shall commence on the specified date established. The Contractor shall proceed diligently to complete said work within the time allotted.
4. Additional work/location(s) may be added during the Contract period. Upon request by the Contract Manager, the Contractor shall provide a written quotation for any additional work/location(s), based on the rates quoted in Form PW-2, Schedule of Prices, using the location(s) that most closely correspond to, or are adjacent to the additional work/location(s). The Contractor shall be paid for additional work/locations at the PW-2. Upon Contract Manager's negotiation and acceptance of the Contractor's written quotation, and subject to approval of the Director, the additional work/location(s) may be added to the Contract by amendment or change order.

L. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program and Code of Safe Practices. The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for

the County to direct the cessation of all work activities and operations at no cost to the County until such time as the Contractor is in compliance.

M. Proposed Price

All services required in this Exhibit A, Scope of Work shall be included in the price quoted by the Contractor in Form PW-2, Schedule of Prices.

N. Liquidated Damages

1. In any case of the Contractor's failure to meet certain specified performance requirements, the County and/or LACWD 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 and/or LACWDs acceptance of liquidated damages shall be construed to waive the County's and/or LACWDs 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:
 - a. All of the time limits and acts required to be done by both parties are of the essence of the Contract.
 - b. The parties are both experienced in the performance of the Contract work.
 - c. 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 and/or LACWD 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.
 - d. The parties are not under any compulsion to contract.
 - e. 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 and/or LACWD for the award of the Contract.

- f. It would be difficult for the County and/or LACWD to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work.
 - g. The liquidated sums specified represent a fair approximation of the damages incurred by the County and/or LACWD 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 LACWD, or LACWD may withhold and deduct from monies due the Contractor, liquidated damages in the sum of \$500 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.
 - 4. In addition to the above, Public Works may use Exhibit F, Performance Requirements Summary, to evaluate Contractor's performance.

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SERVICE CONTRACT GENERAL REQUIREMENTS

SECTION 1

INTERPRETATION OF CONTRACT

A. Ambiguities or Discrepancies

Both parties have either consulted or had the opportunity to consult with counsel regarding the terms of this Contract and are fully cognizant of all terms and conditions. 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, neither party shall be deemed as the drafter of this Contract and the uncertainty, ambiguity, or discrepancy shall not be construed against either party.

B. Definitions

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

Agreement. The written, signed accord covering the performance of the requested.

Board. The Board of Supervisors of 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 includes the Agreement, Exhibit A, Scope of Work (Specifications); Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program, and other appropriate exhibits, amendments, and change orders. 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, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with County and/or District to perform or execute the work covered by this Contract.

Contract Work or Work. The entire contemplated work of maintenance and repair to be performed, and services rendered as prescribed in this Contract.

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

Day. Calendar day(s) unless otherwise specified.

Direct Employee. Worker employed by Contractor under Contractor's state and federal taxpayer identification.

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 authorized representative(s).

District. Los Angeles County Flood Control District, or Los Angeles County Waterworks Districts, or Los Angeles County Consolidated Sewer Maintenance District.

Employee Leasing. Any agreement to employ any worker, at any tier, that is neither a subcontract nor a direct employee relationship.

Fiscal Year. The 12-month period beginning July 1 and ending the following June 30.

Maximum Contract Sum. The Maximum Contract Sum is the aggregate total amount of compensation authorized by the Board.

Proposal. The written materials that a Proposer submits in response to a solicitation document (Request for Proposals).

Proposer. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity submitting a 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, Invitation for Bids, Request for Statement of Qualifications, 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 by the Contractor to employ a Subcontractor at any tier; to employ or agree to employ a Subcontractor, at any tier.

Subcontractor. Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of the Contractor's performance of this Contract, at any tier, under oral or written agreement.

C. 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.

SECTION 2

STANDARD TERMS AND CONDITIONS PERTAINING TO CONTRACT ADMINISTRATION

A. Amendments

1. For any change which affects the Scope of Work, contract sum, payments, or any term or condition included in this Contract, an amendment shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor.
2. The Board or County's Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in this Contract during the term of this Contract. County and/or District reserves the right to add and/or change such provisions as required by the Board or the Chief Executive Officer. To implement such changes, an amendment or a change order to this Contract shall be prepared by Public Works and signed by the Contractor.
3. County and/or District may, at its sole discretion, authorize extensions of time to this Contract's term. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to this Contract shall be prepared and executed by Contractor and the Board or if delegated by the Board, the Director, and Contractor. To the extent that extensions of time for Contractor performance do not impact either scope or amount of this Contract, Public Works may, at its sole discretion, grant Contractor extension of time, provided the aggregate of all such extensions during the life of this Contract shall not exceed 120 days.
4. For any change which does not materially affect the Scope of Work or any other term or condition included under this Contract, a change order shall be prepared by Public Works and signed by the Contractor. If the change order is prepared by the Contractor, it shall be approved by Public Works and signed by the Contractor and the County and/or District.

B. Assignment and Delegation

1. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County and/or District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County and/or District consent shall require a written amendment to this Contract, which is formally approved and executed by Contractor and the Board or if delegated by the Board, the

Director, and Contractor. Any payments by County and/or District to any approved delegate or assignee on any claim under this Contract shall be deductible, at County and/or District's sole discretion, against the claims which Contractor may have against County and/or District.

2. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of County and/or District in accordance with applicable provisions of this Contract.
3. Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County and/or District's express prior written approval, shall be a material breach of this Contract, which may result in the suspension or termination of this Contract. In the event of such a termination, County and/or District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default of Contractor.

C. Authorization Warranty

Contractor represents and warrants that the person(s) executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

D. Budget Reduction

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County and/or District employees and imposes similar reductions with respect to County and/or District Contracts, the County and/or District reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract. The County and/or District's

notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions.

E. Complaints

Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to any complaints by any individual.

1. Within 12 business days after this Contract's effective date, Contractor shall provide County and/or District with Contractor's policy for receiving, investigating, and responding to any complaints by any individual.
2. County and/or District will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
3. If County and/or District requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five business days for County and/or District approval.
4. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County and/or District for approval before implementation.
5. Contractor shall preliminarily investigate all complaints and notify the Contract Manager of the status of the investigation within five business days of receiving the complaint.
6. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
7. Copies of all written responses shall be sent to the Contract Manager within three business days of mailing to the complainant.

F. Compliance with Applicable Laws

1. Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, or directives, and all provisions required thereby to be included in this Contract are hereby incorporated by reference.
2. Contractor shall defend, indemnify, and hold the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers harmless from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or related to any violation on the part of

Contractor or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

G. Compliance with Civil Rights Laws

Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e)(1) through 2000 (e)(17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical disability, marital status, political affiliation, 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. Contractor shall comply with its EEO Certification (Form PW-7).

H. Confidentiality

1. Contractor shall maintain the confidentiality of all records obtained from County and/or District under this Contract in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality.
2. Contractor shall inform all of its officers, employees, agents, and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

I. Conflict of Interest

1. No County and/or District employee whose position with County and/or District enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of the work hereunder shall in any way participate in County and/or District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County and/or District's approval or ongoing evaluation of such work.
2. Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code, Section 2.180.010, "Certain Contracts Prohibited," and that execution of this Agreement will not violate those provisions. Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be

expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County and/or District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract subjecting Contractor to either contract termination for default or debarment proceedings or both. Contractor must sign and adhere to the "Conflict of Interest Certification" (Form PW-5).

J. Consideration of Hiring County and/or District Employees Targeted for Layoffs or Former County and/or District Employees on Reemployment List

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

K. Consideration of Hiring GAIN and GROW Participants

1. Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County and/or District will refer GAIN and GROW participants by category to Contractor.
2. In the event that both laid-off County and/or District employees and GAIN and GROW participants are available for hiring, County and/or District employees shall be given first priority.

L. Contractor's Acknowledgment of County's Commitment to Child Support Enforcement

Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County and/or District Contractors to voluntarily post County's L.A.'s Most Wanted: Delinquent Parents poster in a prominent position at Contractor's place of business. County's Child Support Services Department will supply Contractor with the poster to be used.

M. Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification (Form PW-12), County and/or District seeks to ensure that all County and/or District Contractors which receive or raise charitable contributions comply with California law in order to protect County and/or District and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination for default or debarment proceedings or both. (Los Angeles County Code Chapter 2.202).

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

1. Contractor acknowledges that County and/or District has established a goal of ensuring that all individuals who benefit financially from County and/or District through contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and/or District and its taxpayers.
2. As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200), and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, 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 as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all 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).

O. Contractor Performance Evaluation/Corrective Action Measures

County and/or District or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all this Contract's terms, conditions, and performance standards. Contractor deficiencies which County and/or District 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 County and/or District and Contractor. If improvement does not occur consistent with the corrective action measures, County and/or District may suspend or terminate this Contract for default or impose other penalties as specified in this Contract.

P. Damage to County and/or District Facilities, Buildings, or Grounds

1. Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County and/or District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor.
2. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence. If Contractor fails to make timely repairs, County and/or District may make any necessary repairs. All costs incurred by County and/or District, as determined by County and/or District, for such repairs shall be repaid by Contractor by cash payment upon demand. County and/or District may deduct from any payment otherwise due Contractor for costs incurred by County and/or District to make such repairs.

Q. Employment Eligibility Verification

1. Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all of its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
2. Contractor shall, defend, and hold harmless, the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from employer sanctions and any other liability which may be assessed against Contractor or County and/or District or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

R. Facsimile Representations

At the discretion of County and/or District, County and/or District may agree to regard facsimile representations of original signatures of Contractor's authorized officers, when appearing in appropriate places on the change notices and amendments prepared pursuant to this Exhibit's Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to change notices and amendments to this Contract, such that the Contractor need not follow up facsimile transmissions of such documents with subsequent (nonfacsimile) transmission of "original" versions of such documents.

S. Fair Labor Standards

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which County and/or District may be found jointly or solely liable.

T. Force Majeure

1. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subparagraph as "force majeure events").
2. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

3. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

U. Governing Laws, Jurisdiction, and Venue

This Contract shall be governed by, and construed in accordance with the laws of the State of California. To the maximum extent permitted by applicable law, Contractor and County and/or District agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes concerning this Contract and further agree and consent that venue of any action brought in connection with or arising out of this Contract, shall be exclusively in the County of Los Angeles.

V. Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County and/or District.

W. Nondiscrimination and Affirmative Action

1. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations.
2. Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification (Form PW-7).
3. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State antidiscrimination laws and regulations. Such action shall include, but not be limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

4. Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
5. Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, 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.
6. Contractor shall allow County and/or District representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by County and/or District.
7. If County and/or District finds that any of the above provisions have been violated, such violation shall constitute a material breach of this Contract upon which County and/or District may terminate for default or suspend this Contract. While County and/or District 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 Contractor has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County and/or District that Contractor has violated the antidiscrimination provisions of this Contract.
8. The parties agree that in the event Contractor violates any of the antidiscrimination provisions of this Contract, County and/or District shall, at its sole option, be entitled to a sum of \$500 for each violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

X. Nonexclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict County and/or District from acquiring similar, equal, or like goods and/or services from other entities or sources.

Y. No Payment for Services Provided Following Expiration/Suspension/Termination of Contract

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

Z. Notice of Delays

Except as otherwise provided under this Contract, 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 one business day, give notice thereof, including all relevant information with respect thereto, to the other party.

AA. Notice of Disputes

Contractor shall bring to the attention of the Contract Manager any dispute between County and/or District and Contractor regarding the performance of services as stated in this Contract. If the Contract Manager is not able to resolve the dispute, the Director will resolve it.

BB. Notice to Employees Regarding the Federal Earned Income Credit

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).

CC. Notices

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 with the United States Post Office and any such notice and the envelope containing the same shall be addressed to Contractor at its place of business, or such other place as may be hereinafter designated in writing by

Contractor. The notices and envelopes containing the same to County and/or District shall be addressed to:

Chief, Administrative Services Division
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 Contractor. Actual knowledge of such suspension or termination by an individual Contractor or by a copartner, if Contractor is a partnership; or by the president, vice president, secretary, or general manager, if 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.

DD. Publicity

Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County and/or District shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

1. Contractor shall develop all publicity material in a professional manner.
2. During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate commercial advertisements, press releases, feature articles, or other materials using the name of County and/or District without the prior written consent of the Contract Manager.
County and/or District shall not unreasonably withhold such written consent.
3. Contractor may, without prior written consent of County and/or District, indicate in its proposals and sales materials that it has been awarded this Contract with County and/or District, provided that the requirements of this paragraph shall apply.

EE. Public Records Act

1. Any documents submitted by Contractor; all information obtained in connection with County and/or District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to this Exhibit's Record Retention and Inspection/Audit Settlement, of this

Contract; as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County and/or District. All such documents become a matter of public record and shall be regarded as public records, except those documents that are marked "Trade Secret," "Confidential," or "Proprietary" and are deemed excluded from disclosure under Government Code 6250 et seq. (Public Records Act). County and/or District shall not in any way be liable or responsible for the disclosure of any such records including, with limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

2. In the event County and/or District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County and/or District from all costs and expenses, including reasonable attorney's fees, in connection with any requested action or liability arising under the Public Records Act.

FF. Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County and/or District, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks, or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County and/or District during the term of this Contract and for a period of five years thereafter unless County and/or District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in County and/or District, provided that if any such material is located outside County and/or District, then, at County and/or District's option, Contractor shall pay County and/or District for travel, per diem, and other costs incurred by County and/or District to examine, audit, excerpt, copy, or transcribe such material at such other location.

1. In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within 30 days

of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, County and/or District shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2. Failure on the part of Contractor to comply with any of the provisions of this paragraph shall constitute a material breach of this Contract upon which County and/or District may suspend or terminate for default or suspend this Contract.
3. If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of County and/or District conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County and/or District's dollar liability for any such work is less than payments made by County and/or District to Contractor, then the difference shall be either: a) repaid by Contractor to County and/or District by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County and/or District, whether under this Contract or otherwise. If such audit finds that County and/or District's dollar liability for such work is more than the payments made by County and/or District to Contractor, then the difference shall be paid to Contractor by County and/or District by cash payment, provided that in no event shall County and/or District's maximum obligation for this Contract exceed the funds appropriated by County and/or District for the purpose of this Contract.

GG. Recycled-Content Paper Products

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

HH. Contractor's Employee Criminal Background Investigation

The Contractor shall be responsible for ongoing implementation and monitoring of the following for each Contractor Employee or agent providing service under this Contract, including but not limited to Contractor's event and survey personnel, Customer Service Representatives, and subcontractor employees (collectively referred to as "Contractor Employees"):

1. Each Contractor Employee shall undergo and pass a criminal background investigation prior to starting work under this Contract. The Contractor shall conduct additional criminal background investigations of all Contractor Employees every two years and upon request of the County and/or District at its sole discretion. The background investigation shall

include criminal conviction information from the California Department of Justice and the Federal Bureau of Investigation. The cost of background checks is the responsibility of the Contractor.

2. No Contractor Employee shall have a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity and Contractor shall be under a continuing obligation to immediately remove any Contractor Employee having a criminal conviction record, including a guilty plea or a finding of not guilty by reason of insanity. Contractor may only make an exception to this requirement if Contractor determines that there were mitigating circumstances or that the conviction is not related to the Contractor Employee position and that the Contractor Employee poses no threat or risk to the County and/or District or public.
3. Disqualification of any Contractor Employee pursuant to this section shall not relieve Contractor of its obligation to provide services in accordance with the terms and conditions of this Contract.
4. The Contractor shall annually submit to the Contract Manager a certificate of compliance attesting that each Contractor Employee is eligible for employment under this Contract according to the requirements outlined in Sections 1 and 2.

II. Subcontracting

The requirements of this Contract may not be subcontracted by Contractor without the advance written approval of County and/or District. Any attempt by Contractor to subcontract without the prior written consent of County and/or District may be deemed a material breach of this Contract and the County and/or District may suspend or terminate for this Contract default.

1. If Contractor desires to subcontract, Contractor shall provide the following information promptly at County and/or District's request:
 - a. A description of the work to be performed by the Subcontractor.
 - b. A draft copy of the proposed subcontract.
 - c. Other pertinent information and/or certifications requested by County and/or District.
2. Contractor shall indemnify and hold County and/or District harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were Contractor employees.

3. Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding County and/or District's approval of Contractor's proposed subcontract.
4. County and/or District's consent to subcontract shall not waive County and/or District's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. Contractor is responsible to notify its Subcontractors of this County and/or District right.
5. County and/or District's Contract Manager is authorized to act for and on behalf of County and/or District with respect to approval of any subcontract and Subcontractor employees.
6. Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County and/or District's consent to subcontract.
7. Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by County and/or District from each approved Subcontractor. Contractor shall ensure delivery of all such documents to Administrative Services Division, P.O. Box 1460, Alhambra, California 91802-1460, before any Subcontractor employee may perform any work hereunder.
8. Employee Leasing is prohibited.

JJ. Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

KK. Waiver

No waiver by County and/or District of any breach of any provision of this Contract shall constitute a waiver of any other breach of said provision or of any other provision of this Contract. Failure of County and/or District to enforce at anytime, or from time to time, any provision of this Contract shall not be construed as a waiver thereof.

LL. Warranty Against Contingent Fees

1. 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 Contractor for the purpose of securing business.

2. For breach of this warranty, County and/or District shall have the right, in its sole discretion, to suspend or terminate this Contract for default, deduct from amounts owing to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

MM. Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten days before every Statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

SECTION 3

TERMINATIONS/SUSPENSIONS

A. Termination/Suspension for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in this Exhibit's Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute a default under this Contract. Without limiting the rights and remedies available to County and/or District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County and/or District may suspend or terminate this Contract pursuant to this Exhibit's Termination/Suspension for Default, and pursue debarment of Contractor pursuant to Los Angeles County Code Chapter 2.202.

B. Termination/Suspension for Convenience

1. This Contract may be suspended or terminated, in whole or in part, from time to time, when such action is deemed by County and/or District, in its sole discretion, to be in its best interest. Suspension or termination of work hereunder shall be effected by notice of suspension or termination to Contractor specifying the extent to which performance of work is suspended or terminated and the date upon which such suspension or termination becomes effective. The date upon which such suspension or termination becomes effective shall be no less than ten days after the notice is sent.
2. After receipt of a notice of suspension or termination and except as otherwise directed by County and/or District, Contractor shall:
 - a. Stop work under this Contract on the date and to the extent specified in such notice.
 - b. Complete performance of such part of the work as shall not have been suspended or terminated by such notice.
3. All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with this Exhibit's Record Retention and Inspection/Audit Settlement.
4. If this Contract is suspended or terminated, Contractor shall complete within the Director's suspension or termination date contain within the notice of suspension or termination, those items of work which are in

various stages of completion, which the Director has advised the Contractor are necessary to bring the work to a timely, logical, and orderly end. Reports, samples, and other materials prepared by Contractor under this Contract shall be delivered to County and/or District upon request and shall become the property of County and/or District.

C. Termination/Suspension for Default

1. County and/or District may, by written notice to Contractor, suspend or terminate the whole or any part of this Contract, if, in the judgment of the County and/or District:
 - a. Contractor has materially breached this Contract; or
 - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or
 - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as County and/or District may authorize in writing) after receipt of written notice from County and/or District specifying such failure.
2. In the event County and/or District suspends or terminates this Contract in whole or in part pursuant to this paragraph, County and/or District may procure, upon such terms and in such manner, as County and/or District may deem appropriate, goods and services similar to those so suspended or terminated. Contractor shall be liable to County and/or District for any and all excess costs incurred by County and/or District, as determined by County and/or District, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not suspended or terminated under the provisions of this paragraph.
3. Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any excess costs of the type identified in subparagraph "2" above, if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of County and/or District 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 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 Contractor and Subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

4. If, after County and/or District has given notice of termination or suspension under the provisions of this paragraph, it is determined by County and/or District that Contractor was not in default under the provisions of this paragraph or that the default was excusable under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination or suspension had been issued pursuant to this Exhibit's Termination/Suspension for Convenience.
5. The rights and remedies of County and/or District provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
6. As used herein, the terms "Subcontractor" and "Subcontractors" mean subcontractor at any tier.

D. Termination/Suspension for Improper Consideration

1. County and/or District may, by written notice to Contractor, immediately suspend or terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County and/or District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, extension of this Contract, or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination or suspension, County and/or District shall be entitled to pursue those same remedies against Contractor as it could pursue in the event of default by Contractor.
2. Contractor shall immediately report any attempt by a County and/or District officer or employee to solicit such improper consideration. The report shall be made either to County and/or District Manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

3. Among other items, such improper consideration may take the form of cash; discounts; services; the provision of travel, entertainment, or tangible gifts.

E. Termination/Suspension for Insolvency

1. County and/or District may suspend or terminate this Contract forthwith in the event of the occurrence of any of the following:
 - a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.
 - b. The filing of a voluntary or involuntary bankruptcy petition relative to Contractor under the Federal Bankruptcy Code.
 - c. The appointment of a bankruptcy Receiver or Trustee for Contractor.
 - d. The execution by Contractor of a general assignment for the benefits of creditors.
2. The rights and remedies of County and/or District provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

F. Termination/Suspension for Nonadherence to County Lobbyists Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County Lobbyists or County Lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County and/or District may in its sole discretion, immediately suspend or terminate for default of this Contract.

G. Termination/Suspension for Nonappropriation of Funds

Notwithstanding any other provision of this Contract, County and/or District shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County and/or District's future fiscal years unless and until the Board appropriates funds for this Contract in County and/or District's budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract may be suspended or terminated as of June 30 of

the last fiscal year for which funds were appropriated. County and/or District will notify Contractor in writing of any such nonallocation of funds at the earliest possible date.

SECTION 4

GENERAL CONDITIONS OF CONTRACT WORK

A. 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.

B. Cooperation

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

C. Cooperation and Collateral Work

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.

D. 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 Contractor.

E. Gratuitous Work

Contractor agrees that should work be performed outside the Scope of Work indicated and without Public Works' prior written approval in accordance with this Exhibit's Amendments, such work shall be deemed to be a gratuitous effort by Contractor, and Contractor shall have no claim against County and/or District.

F. Jobsite Safety

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. 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.

G. 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 or providing services.

H. Labor Law Compliance

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, including compliance with prevailing wage laws. The Contractor is responsible for selecting the classification of workers, which will be required to perform this service in accordance with the Contractor's method of performing the work and when applicable, is required to pay current prevailing wage rates adopted by the Director of the Department of Industrial Relations and will indemnify the County and/or District for any claims resulting from their failure to so comply. Contractor shall comply with Labor Code Section 1777.5 with respect to the employment of apprentices.

I. 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 and in accordance with Labor Code Section 1815 et seq.

J. Permits/Licenses

Contractor shall be fully responsible for possessing or obtaining all permits/licenses, except as might be specifically outlined in other sections, from the appropriate Federal, State, or local authorities relating to work to be performed under this Contract.

K. Prohibition Against Use of Child Labor

1. Contractor shall:

- a. Not knowingly sell or supply to County and/or District 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 County and/or District, identify the country/countries of origin of any products, goods, supplies, or

other personal property Contractor sells or supplies to County and/or District.

- c. Upon request by County and/or District, provide to County and/or District the manufacturer's certification of compliance with all international child labor conventions.
 - d. Should County and/or District discover that any products, goods, supplies, or other personal property sold or supplied by Contractor to County and/or District are produced in violation of any international child labor conventions, Contractor shall immediately provide an alternative, compliant source of supply.
2. Failure by Contractor to comply with provisions of this paragraph will constitute a material breach of this Contract and will be grounds for immediate suspension or termination of this Contract for default.

L. Public Convenience

Contractor shall 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.

M. Public Safety

It shall be Contractor's responsibility to maintain security against public hazards at all times while performing work at contracted work locations. In the event Contractor determines a public hazard exists at a work location, Contractor shall immediately mark the location to prevent public access to the hazard and immediately notify the Contract Manager.

N. Quality of Work

Contractor shall provide the County and/or District high and consistent quality work under this Contract and which is at least equivalent to that which Contractor provides to all other clients it serves. All work shall be executed by experienced and well-trained workers. All work shall be under supervision of a well-qualified supervisor. Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

O. Quantities of Work

Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the work estimated by Contractor in responding to County and/or District's solicitation and actual quantities of work

done under this Contract or for work decreased or eliminated by County and/or District.

P. Safety Requirements

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

Q. Storage of Material and Equipment

Contractor shall not store material or equipment at the jobsite, except as might be specifically authorized by this Contract. County and/or District will not be liable or responsible for any damage, by whatever means, or for the theft of Contractor's material or equipment from any jobsite.

R. Transportation

County and/or District will not provide transportation to and from the jobsite and will not provide travel around the limits of the jobsite.

S. Work Area Controls

1. Contractor shall comply with all applicable laws and regulations. Contractor shall maintain work area in a neat, orderly, clean, and safe manner. Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Contract Manager's approval.
2. Contractor shall be responsible for the security of any and all of Public Works/County and/or District facilities in its care. Contractor shall provide protection against vandalism and accidental and malicious damage, both during working and nonworking hours.

T. County Contract Database/CARD

The County and/or District maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County and/or District will exercise a contract term extension option.

SECTION 5

INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Independent Contractor Status

1. This Contract is by and between County and/or District and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and/or District and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
2. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County and/or District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
3. Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County and/or District. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

B. Indemnification

Contractor shall indemnify, defend, and hold harmless the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers ("County Indemnities"), from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses of any nature whatsoever (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract except for loss or damage arising from the sole negligence or willful misconduct of the County and/or District Indemnities. This indemnification also shall include any and all intellectual property liability, including copyright infringement and similar claims.

C. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by this Exhibit's Section 5.B (above), and to the extent allowed by law, Contractor agrees to defend, indemnify, and hold harmless the County of Los Angeles, its Special

Districts, Elected Officials, Officers, Agents, Employees, and Volunteers 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 Contractor, its Subcontractors or County and/or District, attributable to any alleged act or omission of Contractor and/or its Subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify, and hold harmless County and/or District includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multiemployer worksites. Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of County and/or District. County and/or District may deduct from any payment otherwise due Contractor any costs incurred or anticipated to be incurred by County and/or District, 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 Contractor under this Contract.

D. General Insurance Requirements

1. Without limiting Contractor's indemnification of County and/or District, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and paragraph F of this Section. These minimum insurance coverage terms, types, and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County and/or District in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.
2. Evidence of Coverage and Notice to County - A certificate(s) of insurance coverage (Certificate) satisfactory to County and/or District, and a copy of an Additional Insured endorsement confirming the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers has been given Insured status under the Contractor's General Liability policy, shall be delivered to County and/or District at the address shown below and provided prior to commencing services under this Contract.
 - a. Renewal Certificates shall be provided to County and/or District not less than ten days prior to Contractor's policy expiration dates. The County and/or District reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.

- b. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding \$50,000, and list any County and/or District required endorsement forms.
 - c. Neither the County and/or District's failure to obtain, nor the County and/or District's receipt of, or failure to object to a noncomplying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
 - d. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Works, Administrative Services Division
P.O. Box 1460
Alhambra, California 91802-1460
Attention of: Contract Analyst (noted in the RFP Notice)
 - e. Contractor also shall promptly report to County and/or District any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County and/or District property, and any loss, disappearance, destruction, misuse, or theft of County and/or District property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County and/or District of any third-party claim or suit filed against Contractor or any of its Subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County and/or District.
3. Additional Insured Status and Scope of Coverage - The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County and/or District. The County of Los Angeles, its Special

Districts, Elected Officials, Officers, Agents, Employees, and Volunteers additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County and/or District. The full policy limits and scope of protection also shall apply to the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, even if they exceed the County and/or District's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

4. Cancellation of or Changes in Insurance: Contractor shall provide County and/or District with, or Contractor's insurance policies shall contain a provision that County and/or District shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County and/or District at least ten days in advance of cancellation for nonpayment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County and/or District, upon which the County and/or District may suspend or terminate this Contract.
5. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County and/or District immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County and/or District, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County and/or District may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.
6. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County and/or District with A.M. Best ratings of not less than A:VII unless otherwise approved by County and/or District.
7. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County and/or District maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County and/or District under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.
9. Subcontractor Insurance Coverage Requirements: Contractor shall include all Subcontractors as insureds under Contractor's own policies, or shall provide County and/or District with each Subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Subcontractor complies with the Required Insurance provisions herein, and shall require that each Subcontractor name the County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers and Contractor as additional insureds on the Subcontractor's General Liability policy. Contractor shall obtain County and/or District's prior review and approval of any Subcontractor request for modification of the Required Insurance.
10. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County and/or District to pay any portion of any Contractor deductible or SIR. The County and/or District retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County and/or District, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
11. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.
12. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.
13. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

14. Alternative Risk Financing Programs: The County and/or District reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers shall be designated as an Additional Covered Party under any approved program.
15. County and/or District Review and Approval of Insurance Requirements: The County and/or District reserves the right to review and adjust the Required Insurance provisions, conditioned upon County and/or District's determination of changes in risk exposures.

E. Compensation for County and/or District 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 and/or District, the Contractor shall pay full compensation for all costs incurred by the County and/or District.

F. Insurance Coverage Requirements

1. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers as an additional insured, with limits of not less than:

| | |
|--|-------------|
| General Aggregate: | \$2 million |
| Products/Completed Operations Aggregate: | \$1 million |
| Personal and Advertising Injury: | \$1 million |
| Each Occurrence: | \$1 million |
2. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or nonowned autos, as each may be applicable.
3. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor is a temporary staffing firm or a professional

employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any Federal occupational disease law.

4. Intellectual Property: Insurance covering any actual or alleged infringement of any copyright, patent or other rights of third party, and any actual or alleged trade secret disclosure or misappropriation. Insurance coverage limit will be at least \$1,000,000 per occurrence. If this insurance is written on a claims made form, Contractor shall either: (i) maintain such insurance through the period ending two years following the expiration or termination of this Agreement or (ii) obtain an endorsement on such insurance that provides an extended reporting period of not less than two years following the termination or expiration of this Agreement or insurance policy, whichever is longer, or (iii) replace such claims made insurance coverage with equivalent coverage of the per occurrence form that covers the entire term of the Agreement.

SECTION 6

CONTRACTOR RESPONSIBILITY AND DEBARMENT

A. Responsible Contractor

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 contract. It is County and/or District's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County and/or District acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County and/or District may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, being awarded, and/or performing work on County and/or District contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and suspend or terminate any or all existing contracts Contractor may have with County and/or District.

C. Nonresponsible Contractor

County and/or District may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with County and/or District or a nonprofit corporation created by County and/or District; (2) committed an act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform a contract with County and/or District, any other public entity, or a nonprofit corporation created by County and/or District, 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 County and/or District or any other public entity.

D. Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, Public Works will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's

representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board will prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County and/or District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County and/or District.
5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by Contractor Hearing Board pursuant to the same procedure as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to Subcontractors of County and/or District contractors.

SECTION 7

COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

A. Jury Service Program

This Contract is subject to the provisions of 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 Contractor has demonstrated to County and/or District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from 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 Contractor or that Contractor deduct 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 County and/or District or a subcontract with a County and/or District 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 and/or District contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County and/or District, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for County and/or District 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 Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County and/or District if

Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County and/or District may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to County and/or District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.

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

SECTION 8

SAFELY SURRENDERED BABY LAW PROGRAM

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

Contractor acknowledges that County and/or District places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County and/or District's policy to encourage all County and/or District Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

B. Notice to Employees Regarding the Safely Surrendered Baby Law

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 County and/or District, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

SECTION 9

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

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 Transitional Job Opportunity vendor.

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 and/or District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunities vendor.

If Contractor has obtained County certification as a Transitional Job Opportunities vendor 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 and/or District any difference between the contract amount and what the County and/or District'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 the amount of not more than ten percent of the amount of this Contract.
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 10

LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- B. 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. 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 and/or District 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 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 County and/or District any difference between this Contract amount and what County and/or District's costs would have been if this 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 this Contract.
 - 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 Contractor is no longer eligible for certification as a result of a change of its status and Contractor failed to notify the State and Internal Services Department of this information.

SECTION 11

COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM

A. Defaulted Property Tax Reduction Program

This Contract is subject to the provisions of County's ordinance entitled Defaulted Property Tax Reduction Program ("Defaulted Tax Program") as codified in Sections 2.206 of the Los Angeles County Code (Exhibit E).

B. Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County and/or District has established a goal of ensuring that all individuals and businesses that benefit financially from the County and/or District through any contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and/or District and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

C. Termination for Breach of Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in paragraph B, above, shall constitute default under this Contract. Without limiting the rights and remedies available to County and/or District under any other provision of this contract, failure of Contractor to cure such default within ten days of notice shall be grounds upon which County and/or District may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

SECTION 12

DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM

- A. This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- B. 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 Disabled Veteran Business Enterprise.
- C. 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 Disabled Veteran Business Enterprise.
- D. If Contractor has obtained certification as a Disabled Veteran 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:
 - a. 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.
 - b. 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.
 - c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Public Works of this information prior to responding to a solicitation or accepting a contract award.

SECTION 13

PROPRIETARY CONSIDERATIONS

A. Ownership of County and/or District Materials

Contractor and County and/or District agree that all materials, including, but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Contract and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain rights, know-how, and any other proprietary rights and derivatives thereof, is and shall be the sole property of County and/or District (hereafter collectively, "County Materials"). Contractor hereby assigns and transfers to County and/or District all Contractor's rights, titles, and interest in and to all such County Materials developed under this Contract.

Notwithstanding such County and/or District ownership in the County Materials, Contractor may retain possession of working papers and materials prepared by Contractor under this Contract. During and for a minimum of five years subsequent to the term of this Contract, County and/or District shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

B. Transfer to County and/or District

Contractor shall execute all documents requested by County and/or District and shall perform all other acts requested by County and/or District to assign and transfer to, and vest in County and/or District, all Contractor's rights, titles, and interest in and to the County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Contract. County and/or District shall have the right to register all applicable copyrights, trademarks and patents in the name of the County of Los Angeles. Further, County and/or District shall have the right to assign, license, or otherwise transfer any and all County and/or District's rights, titles, and interest, including, but not limited to, copyrights, trademarks, and patents, in and to the County Materials.

C. Indemnity

Contractor represents and warrants that the County Materials prepared herein under this Contract, is the original work of Contractor and does not infringe upon

any Intellectual Property or proprietary rights of third parties. For those portions of the County Materials that are not the original work of Contractor, Contractor represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in the County Materials.

Contractor shall defend, indemnify and hold County and/or District harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County and/or District's use of County Materials created and/or prepared by Contractor. Contractor will also indemnify and defend at its sole expense, any action brought against County and/or District based on a claim that County Materials furnished hereunder by Contractor and used within the scope of this Contract infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Contractor shall pay any costs, damages and attorney's fees incurred by County and/or District. County and/or District will notify Contractor promptly and in writing of any such action or claim and will permit Contractor to fully participate in the defense thereof.

D. Copyright Notices

Contractor shall affix the following notice to all County Materials: "@ Copyright 2007 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor shall affix such notice on the title page of all images, photographs, documents and writings; and otherwise as County and/or District may direct.

E. Acknowledgement/Attribution

County and/or District shall also have the sole right to control the preparation, modification and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Contract. County and/or District will however, exercise reasonable efforts to honor requests by Contractor seeking removal of all acknowledgment and/or attribution language relating to the Contractor, should Contractor no longer wish to receive attribution for its work on the County Materials.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

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.

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 2013 are less than \$51,567 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 7, 2014.

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 from IRS.gov or by calling 1-800-829-3676.

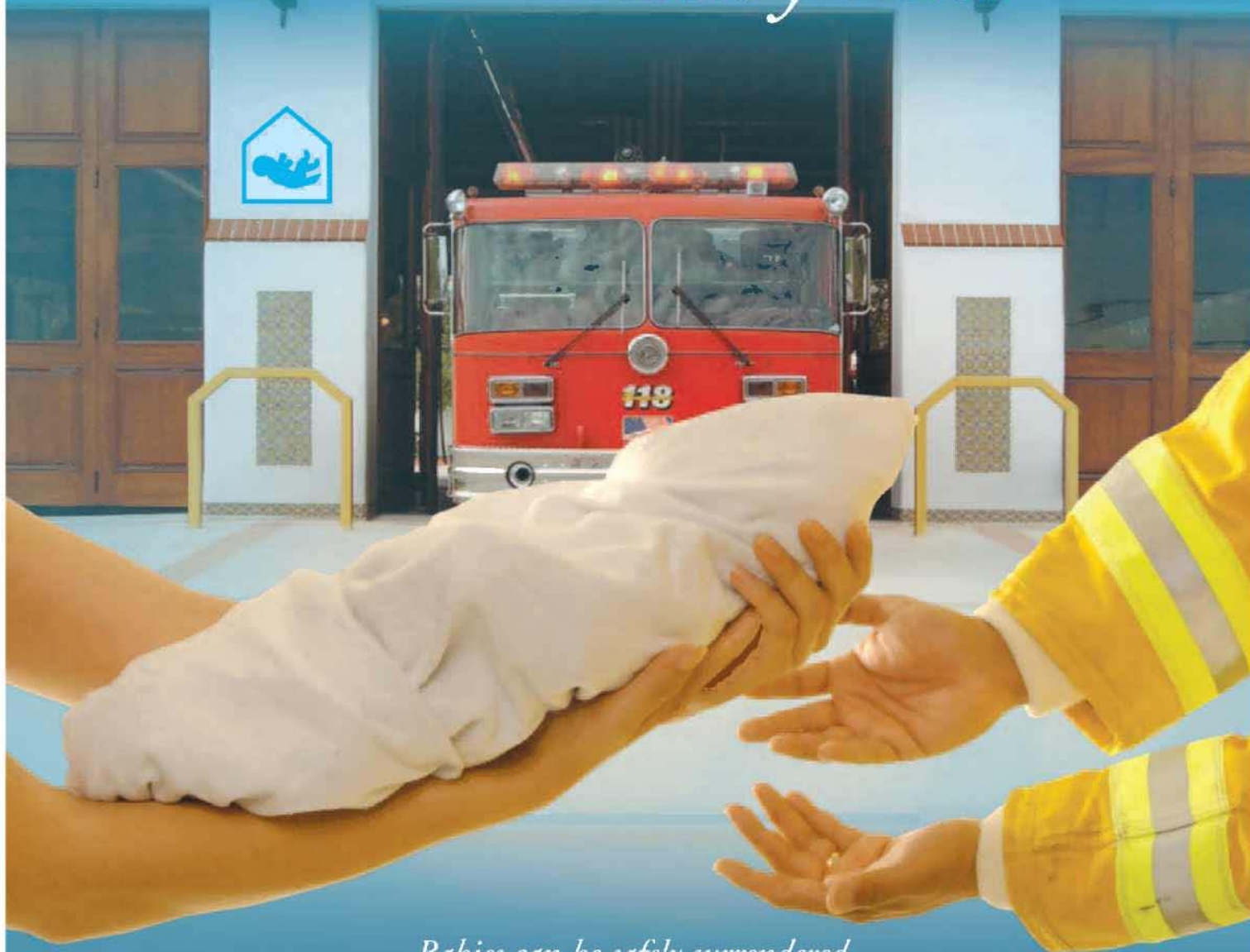
How Will My Employees Know If They Can Claim the EIC?

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

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 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 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.

- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in

compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor

provision;

12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I), Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions for Failure to Meet Performance Indicator* | Compliance | Comments |
|--|---|--|---|----------|
| A. SCOPE OF WORK | | | | |
| 1. Quality of Survey | Surveys are performed according to approved specifications. | \$50 per occurrence plus any cost to redo survey. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 2. Quality of Reports | Reports are completed according to approved specifications. | \$50 per occurrence plus any cost to reproduce reports. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 3. Customer Complaints | Complaints about surveyor or damage caused by surveyor. | \$50 per complaint plus any cost to repair damage. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 4. Fines by Regulatory and Governmental Agencies | Fined by a local, regional, State or Federal regulatory or governmental agency as a result of the Contractor's negligence or failure to comply with any Federal, State, or local rules, regulations, or requirements. | \$500 per occurrence plus any fines by local agencies plus any remediation cost; suspension; possible termination for default of contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| B. REPORTS/DOCUMENTATIONS | | | | |
| 1. Monthly and Annual Reports | Submitted to Contract Manager monthly and annually. | \$50 per day per report that is late or not submitted. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 2. Customer Survey Report | Submitted to customer and Contract Manager within one week of survey. | \$50 per day per report that is late or not submitted. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I), Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions for Failure to Meet Performance Indicator* | Compliance | Comments |
|--|---|--|---|----------|
| C. EMPLOYEES | | | | |
| 1. Contractor's Employee Criminal Background Investigation | Prior to the start of the contract and continuation of the contract the contractor shall certify all employees who are in a designated sensitive position has passed a fingerprints background check submitted to the California Department of Justice and the Federal Bureau of Investigation to include Federal, State and local-level review, as required by the Contract. Employees who <u>do not</u> pass or is not certified shall be immediately removed. | \$500 per employee per day who is not certified as passing the background check. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 2. Staffing | Staffing levels are equal or exceed contract requirements. | \$50 per occurrence. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 3. Photo I.D. Badges | Photo I.D. Badges worn by all employees on the job at all times. | \$50 per employee, per occurrence. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| D. SUPERVISOR/MANAGERS | | | | |
| 1. Change in Project Manager | Contractor shall notify the County in writing of any change in name or address of the Project Manager. | \$50 per occurrence. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I), Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions for Failure to Meet Performance Indicator* | Compliance | Comments |
|--|---|--|---|----------|
| 2. Respond to complaints, requests, and discrepancies. | Respond within the time frame requested by the Contract Manager. | \$50 per complaint not responded to within the time frame. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 3. Competent Supervisory Staff | Responsiveness to complaints and requests; maintain good work records, and acceptable level of service. | \$200 per occurrence; suspension. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| E. CONTRACT ADMINISTRATION | | | | |
| 1. Insurance Certifications | Certifications submitted before implementation of contract and on a timely basis there-after. | \$200 per day; work/contract suspension; possible termination for default of contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 2. Record Retention & Inspection/Audit Settlement | Maintain all required documents as specified in contract. | \$200 per occurrence. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 3. Use of Subcontractor without Approval and/or Authorization. | Obtain County's written approval prior to subcontracting any work. | \$500 per occurrence plus suspension; possible termination for default of contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 4. License and Certification | All license and certifications required to perform the work, if any. | \$200 per day; suspension; possible termination for default of contract. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |
| 5. Assignment and Delegation | Contractor shall not assign its rights or delegate its duties under this Contract, or both, | \$200 per day the County is not informed of this change; suspension; | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

PERFORMANCE REQUIREMENTS SUMMARY

The items listed under this Performance Requirements Summary (PRS) are not all encompassing, and any conflict or discrepancy between the requirements specified in Exhibits A through I, inclusive, of this Contract (Exhibits A-I), Exhibits A-I shall control. The County reserves the right to modify this PRS at any time consistent with the requirements set forth in Exhibits A-I, to clarify Performance Requirements, or to monitor of any part of this Contract.

| Required Service/Tasks | Performance Indicator | Deductions for Failure to Meet Performance Indicator* | Compliance | Comments |
|------------------------|--|---|---|----------|
| | whether in whole or in part, without the prior written consent of County. | possible termination for default of contract. | | |
| 6. Safety Requirements | Comply with all applicable State of California Occupational Safety and Health Administration (Cal/OSHA). | \$500 per occurrence plus suspension. | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A | |

*Deductions may be imposed in addition to the Liquidated Damages at the sole discretion of the Contract Manager.

MEMORANDUM OF UNDERSTANDING
REGARDING
URBAN WATER CONSERVATION
IN CALIFORNIA

As Amended September 14, 2011

MEMORANDUM OF UNDERSTANDING REGARDING URBAN WATER CONSERVATION IN CALIFORNIA

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

The **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 1.3 of this MOU.

ADOPTED
September 1991

AMENDED
February 10, 1993
March 9, 1994
September 30, 1997
April 8, 1998
December 9, 1998
September 16, 1999
September 21, 2000
March 14, 2001
December 11, 2002
March 10, 2004
March 9, 2005
March 14, 2007
June 13, 2007
December 10, 2008
June 11, 2009
September 16, 2009
June 9, 2010
September 14, 2011

Note: The MOU was substantially revised on September 30, 1997 and again on December 10, 2008. Subsequent revisions are indicated accordingly throughout the MOU.

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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Amended December 10, 2008; Amended March 9, 2005; Amended April 8, 1998

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.
- (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.

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- 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 with one exception. A signatory water supplier that serves agricultural customers may decide to include agricultural water deliveries in its calculation of water demand and compliance using the GPCD metric. If such agricultural deliveries are included, the supplier shall include relevant agricultural water demand in its Water Supply & Reuse and Accounts & Water Use standard reports.
- 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: In the programmatic BMPs, the Flex Tack Menu, a list of potential alternative water savings measures is available for agencies which wish to promote new initiatives in water conservation. In order to qualify as in compliance with the BMP requirements, a utility using this menu, or a part of it, shall show water savings equal to or greater than of those which would have been achieved by following the BMP list.

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There is no section G in the Foundational BMPs.

- 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.

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- (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 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.** *As Amended on March 9, 2005.* 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.

4.6 **Schedule of Implementation.** *As Amended on March 9, 2005.* 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.
- (d) That the BMP was not implemented previously because the water supplier was exempt from its implementation as provided for in Section 4.5 above during prior years of required activity. When a water supplier has been exempt from implementing a BMP in the past, but is subsequently no longer exempt, the water supplier shall receive an extension of time to implement the BMP. The extension of time shall be equal to 100% of the time period for which fully documented exemptions were submitted to the Council, not to exceed the time allotted for completing the activities set forth within the BMP itself.

SECTION 5. CONSERVATION GOALS

[Note: The original section 5. BAY/DELTA PROCEEDINGS was adopted with the initial MOU and referred to the State Water Resources Control Board water rights process underway in late 1980s and early 1990s to implement new Bay-Delta flow and export standards. Subsequent to those proceedings, further work under different auspices has proceeded with the same goals, in addition, Council membership has expanded to include agencies whose focus is on other watersheds and broader support for water use efficiency and conservation. Therefore, while including the original intent of this section, in December 2008 it has been amended to reflect these new circumstances.]

- 5.1 **Use of MOU to address Bay/Delta protection and water use efficiency.** The BMPs, the estimates of reliable savings and the processes established by this MOU are agreed to by the signatories for purposes of protection of the San Francisco Bay/Sacramento-San Joaquin Delta Estuary ("Bay/Delta"); in order to move the water conservation process forward; and/or to develop a cost effective alternative to new water supplies. The willingness of the signatories to enter into this MOU for purposes of the protection of the Bay/Delta in no way limits the signatories' ability to propose different conservation practices, different estimates of savings, or different processes, or for non-urban water suppliers or for other water management issues. The signatories may present other assumptions of reliable conservation savings, 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 Department of Water Resources or United States Bureau of Reclamation.

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- 5.2 **Recommendations for Water Conservation.** The signatories will make the following recommendations to the State Board, Department of Water Resources or US Bureau of Reclamation to support BMPs and the advancement of water conservation practices:
- (a) That 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 the State Board should include a policy statement in the water rights considerations of the Bay/Delta protection 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 Bay/Delta proceedings.
 - (c) That the Department of Water Resources and Bureau of Reclamation consider an agency's implementation of the BMPs set for the in the MOU as evidence of good faith efforts by the signatory agency to achieve water use efficiency and conservation.
- 5.3 **Letter to State or Federal Water Agencies.** 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, Department of Water Resources and/or Bureau of Reclamation copied to the California Urban Water Conservation Council.
- 5.4 **Withdrawal from MOU.** If 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.

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.

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- 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.

After a signatory declares 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

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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

As Amended June 9, 2010

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 these 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 in the future, 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.

The Council's 14 BMPs are now organized into five categories. Two categories, Utility Operations and Education, are "Foundational BMPs", because they are considered to be essential water conservation activities by any utility and are adopted for implementation by all signatories to the MOU as ongoing practices with no time limits. The remaining BMPs are "Programmatic BMPs" and are organized into Residential, Commercial, Industrial, and Institutional (CII), and Landscape categories. The minimal activities required of each signatory are encompassed within each list, except for activities from which a utility is exempt from completing under section 4.5 of the MOU and for which the utility has filed an exemption with the Council.

BMP Naming Changes

| Old BMP Number & Name | New BMP category |
|---|---|
| 1. Water Survey Programs for Single-Family Residential and Multi-Family Residential Customers | Programmatic: Residential |
| 2. Residential Plumbing Retrofit | Programmatic: Residential |
| 3. System Water Audits, Leak Detection and Repair | Foundational: Utility Operations – Water Loss Control |
| 4. Metering with Commodity Rates for All New Connections and Retrofit of Existing Connections | Foundational: Utility Operations – Metering |
| 5. Large Landscape Conservation Programs and Incentives | Programmatic: Landscape |
| 6. High-Efficiency Clothes Washing Machine Financial Incentive Programs | Programmatic: Residential |

EXHIBIT 1

As Amended June 9, 2010

| | |
|---|---|
| 7. Public Information Programs | Foundational: Education – Public Information Programs |
| 8. School Education Programs | Foundational: Education – School Education Programs |
| 9. Conservation Programs for Commercial, Industrial, and Institutional (CII) Accounts | Programmatic: Commercial, Industrial, and Institutional |
| 10. Wholesale Agency Assistance Programs | Foundational: Utility Operations – Operations |
| 11. Retail Conservation Pricing | Foundational: Utility Operations – Pricing |
| 12. Conservation Coordinator | Foundational: Utility Operations – Operations |
| 13. Water Waste Prohibition | Foundational: Utility Operations – Operations |
| 14. Residential ULFT Replacement Programs | Programmatic: Residential |

Compliance with the BMP water savings goals can be accomplished in one of three ways including: accomplishing the specific measures as listed in Section A of each BMP; accomplishing a set of measures which achieves equal or greater water savings, referred to in this document as the Flex Track Menu; and accomplishing set water savings goals as measured in gallons per capita per day consumption.

A signatory may elect to adopt additional or alternative measures, in part or in any combination, as described in the Flex Track Menus, provided that the demonstrated water savings in the Flex Track Menu activities are equal to or greater than the water savings that would be achieved by the BMP measures.

“Demonstrated water savings” represent unit water savings for individual BMP or Flex Track Menu conservation technologies and activities as established by either: (a) a water utility; (b) independent research studies; or (c) CUWCC- adopted savings as reviewed by the Research and Evaluation Committee and approved by the Board of Directors.

Another alternative method to satisfying the BMP requirements is “GPCD (gallons per capita per day) Compliance”. Agencies which choose a GPCD Compliance approach will be counting overall water savings of the quantifiable measures from the BMP list or Flex Track Menu plus additional savings achieved through implementation of the Foundational BMPs. [The actual targets and methodology associated with the GPCD Compliance approach will be adopted by the Council Plenary in accord with the MOU; and is intended for adoption by the spring Plenary of 2009 but will be no later than the summer 2009

EXHIBIT 1

As Amended June 9, 2010

Plenary.] Savings goals and methodology will be updated in the MOU Compliance Policies from time to time based upon data and studies.

The BMP definitions below are divided into the following sections:

Section A: Implementation

“Implementation” means achieving and maintaining the staffing, funding and, in general, the priority levels necessary to achieve the level of water savings or activity called for in the implementation section of each 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.

Section B: Implementation Schedule

Signatory water suppliers will implement the Best Management Practices according to the schedules in each definition. These schedules state the latest dates by which implementation of BMPs must 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.

Section C: Coverage Requirements

This section specifies the minimum level of coverage required by the BMPs.

Section D: Requirements for Documenting BMP Implementation

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

Section E: Water Savings Assumptions

Section E of each definition contains the assumptions of reliable water savings to be used in accordance with Sections 5.1 and 5.2 of the MOU. These will be updated from time by the Research and Evaluation Committee and published in the MOU Compliance Policy and BMP Guidebook.

Section F: Flex Track Option

This section is included in the Programmatic BMP definitions. The approach is defined in this Exhibit, and the Menu is contained in the MOU Compliance Policy and BMP Guidebook, where it can be updated from time to time with approval of the Research and Evaluation Committee.

In this Exhibit, a measure is intended to be an individual activity and a practice is a set of measures.

EXHIBIT 1

As Amended June 9, 2010

FOUNDATIONAL BMPs

1. UTILITY OPERATIONS PROGRAMS *As amended December 10, 2008*

Water utilities throughout California are implementing water conservation programs and providing services to the customers they serve. There are four subcategories that comprise signatory utility operation program responsibilities.

1.1 OPERATIONS PRACTICES *As amended December 10, 2008*

This practice will outline several key actions that utilities shall take to better enable conservation program implementation, to supplement conservation incentives with regulations where appropriate, and to assist one another through the wholesaler-retailer relationship.

A. Implementation

Implementation shall consist of at least the following actions:

- 1) Conservation Coordinator (*formerly BMP 12*)
Designate a person as the agency's responsible conservation coordinator for program management, tracking, planning, and reporting on BMP implementation.
- 2) Water waste prevention (*formerly BMP 13*)
 - a) New development
Enact, enforce, or support legislation, regulations, ordinances, or terms of service that (1) prohibit water waste such as, but not limited to: single-pass cooling systems; conveyer and in-bay vehicle wash and commercial laundry systems which do not reuse water; non-recirculating decorative water fountains and (2) address irrigation, landscape, and industrial, commercial, and other design inefficiencies.
 - b) Existing users
Enact, enforce, or support legislation, regulations, ordinances, or terms of service that prohibit water waste such as, but not limited to: landscape and irrigation inefficiencies, commercial or industrial inefficiencies, and other misuses of water.
 - c) Water shortage measures
Enact, enforce, or support legislation, regulations, ordinances, or terms of service that facilitate implementation of water shortage response measures.
- 3) Wholesale agency assistance programs (*formerly BMP 10*)
This section addresses assistance relationships between regional wholesale agencies and intermediate wholesale agencies as well as between wholesale agencies and retail agencies.

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- a) Financial investments and building partnerships
When mutually agreeable and beneficial to a wholesaler and its retail agencies, a wholesaler will provide financial assistance and help build partnerships to accomplish conservation. Wholesale water suppliers will consider avoided capital costs when making financial investments and build regional partnerships to advance water conservation efforts and effectiveness. Where applicable, intermediate wholesale water suppliers that receive conservation-related financial incentives from regional wholesalers will pass through eligible financial incentives to retail agencies operating programs at the retail level.
- b) Technical support
When requested, wholesale water agencies will provide conservation-related technical support and information to retail agencies they serve. Support and information will include, but will not be limited to: workshops and support advice addressing conservation program planning, design, implementation, and evaluation.
- c) Program management
When mutually advantageous, wholesale and retail water agencies will join together to plan, design, implement, manage, and evaluate regional conservation programs.

When mutually agreeable and beneficial, the wholesale agency or another lead regional agency will operate all or part of the conservation program; if the wholesale agency or other lead regional agency operates all or part of a program, then it may, by mutual consent with the retail agency, assume responsibility for CUWCC reporting for funded BMPs; under this arrangement, a wholesale agency or other lead regional agency may aggregate all or portions of the reporting and coverage requirements of all retail agencies joining into the mutual consent.

- d) Water shortage allocations
Wholesale agencies shall pursue water shortage allocation policies or plans which minimize disincentives to long-term water conservation, and encourage and reward investments in long-term conservation shown to advance regional water supply reliability and sufficiency.
- e) Non-signatory reporting
To the extent possible, wholesale water agencies will provide reports on BMP implementation within their service area by retail water agencies that are not signatories to the MOU.
- f) Encourage CUWCC membership
Wholesale agencies will encourage all of their retail agencies to become MOU signatories, provide information to assist the CUWCC in recruitment targeting, and may assist in paying CUWCC dues for their retail agencies.

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B. Implementation Schedule

Implementation shall commence no later than July 1 of the first year following the latter of either: 1) the year the agency signed or became subject to the MOU, or 2) the year this Exhibit is amended.

C. Coverage Requirements

Coverage shall consist of:

- 1) Conservation Coordinator
Staff and maintain the position of trained conservation coordinator, or equivalent consulting support, and provide that function with the necessary resources to implement BMPs.
- 2) Water waste prevention
Water Agency shall do one or more of the following:
 - a. Enact and enforce an ordinance or establish terms of service that prohibit water waste
 - b. Enact and enforce an ordinance or establish terms of service for water efficient design in new development
 - c. Support legislation or regulations that prohibit water waste
 - d. Enact an ordinance or establish terms of service to facilitate implementation of water shortage response measures
 - e. Support local ordinances that prohibit water waste
 - f. Support local ordinances that establish permits requirements for water efficient design in new development.
- 3) Wholesale agency programs
 - a) Financial investments and building partnerships
When mutually agreeable and beneficial to a wholesaler and its retail agencies cost-effectiveness assessments, including avoided cost per acre-foot, will be completed for each BMP the wholesale agency is potentially obligated to support. The methodology used will conform to the Council standards and procedures, and the information reported will be sufficient to permit independent verification of the calculations and of any exemptions claimed on the cost-effectiveness grounds.
 - b) Technical support
When requested provide technical support, incentives, staff or consultant support, and equivalent resources to retail members to assist, or to otherwise support, the implementation of BMPs.
 - c) Program management
When mutually agreeable and beneficial to a wholesaler and its retail agencies offer program management and BMP reporting assistance to its retailers and the results of the offer will be documented. It is recognized that wholesale agencies have limited control over retail agencies that they

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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.

- d) Water shortage allocation
Water shortage allocations plans or policies will encourage and reward investments in long-term conservation.
- e) Non-signatory reporting
Wholesale water agencies will report on non-signatory BMP implementation, when possible.
- 4) Encourage CUWCC membership
Wholesale agencies will encourage CUWCC membership and offer recruitment assistance.

D. Requirements for Documenting BMP Implementation

- 1) Conservation coordinator
Provide the contact information for the conservation coordinator, or consultant assigned, and verification that the position is responsible for implementing the tasks identified in Section A.1).
- 2) Water waste prevention
Provide the following:
 - a) A description of, or electronic link to, any ordinances or terms of service adopted by water agency to meet the requirements of this BMP.
 - b) A description of, or electronic link to, any ordinances or requirements adopted by local jurisdictions or regulatory agencies with the water agency's service area.
 - c) A description of any water agency efforts to cooperate with other entities in the adoption or enforcement of local requirement consistent with this BMP.
 - d) A description of agency support positions with respect to adoption of legislation or regulations consistent with this BMP.
- 3) Wholesale agency assistance programs
 - a) Financial investments and building partnerships
List the total monetary amount of financial incentives and equivalent resources provided to retail members to assist with, or to otherwise support, implementation of BMPs, subtotaed by BMP. List regional partnerships developed to encourage resource conservation and maximize economies of scale benefits.
 - b) Technical support
Supply a summary of types of technical support provided to retail agencies.
 - c) Program management

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If the wholesale agency has assumed reporting responsibility, list the programs managed on behalf of its retail agencies.

- d) Water shortage allocation
If a water shortage allocation plan or policy has been developed, provide the date of adoption and electronic link to the document or hardcopy.
- e) Non-signatory reporting
Receipt of reports
- 4) Encourage CUWCC membership
List of efforts to recruit retailers and amount of dues paid on behalf of retail agencies.

E. Water Savings Assumptions

Not quantified. However, water savings may be realized in the following ways:

- 1) Wholesalers may use the Council's Cost and Savings document to assess the total amount of water savings achieved by each wholesaler-supported BMP. Other statistically validated sources may be also used to demonstrate water savings.
- 2) Water savings from enforcement of legislation and regulations will be projections developed based on anticipated savings from device(s) applied to the population subject to the regulation(s).
- 3) Water savings from implementation of water waste prevention measures.

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1.2 WATER LOSS CONTROL (formerly BMP 3) As amended September 16, 2009

The goals of modern water loss control methods include both an increase in water use efficiency in the utility operations and proper economic valuation of water losses to support water loss control activities. In May 2009 the American Water Works Association (AWWA) published the 3rd Edition M36 Manual *Water Audits and Loss Control Programs*. BMP 1.2 will incorporate these new water loss management procedures and apply them in California. Agencies are expected to use the AWWA Free Water Audit Software ("AWWA Software") to complete their standard water audit and water balance.

A. Implementation

Implementation shall consist of at least the following actions:

- 1) Standard Water Audit and Water Balance. All agencies shall quantify their current volume of apparent and real water loss. Agencies shall complete the standard water audit and balance using the AWWA Water Loss software to determine their current volume of apparent and real water loss and the cost impact of these losses on utility operations at no less than annual intervals.
- 2) Validation. Agencies may use up to four years to develop a validated data set for all entries of their water audit and balance. Data validation shall follow the methods suggested by the AWWA Software to improve the accuracy of the quantities for real and apparent losses.
- 3) Economic Values. For purposes of this BMP, the economic value of real loss recovery is based upon the agency's avoided cost of water as calculated by the Council's adopted Avoided Cost Model or other agency model consistent with the Council's Avoided Cost Model.
- 4) Component Analysis. A component analysis is required at least once every four years and is defined as a means to analyze apparent and real losses and their causes by quantity and type. The goal is to identify volumes of water loss, the cause of the water loss and the value of the water loss for each component. The component analysis model then provides information needed to support the economic analysis and selection of intervention tools. An example is the Breaks and Background Estimates Model (BABE) which segregates leakage into three components: background losses, reported leaks and unreported leaks.
- 5) Interventions. Agencies shall reduce real losses to the extent cost-effective. Agencies are encouraged to refer to the AWWA's 3rd Edition M36 Publication, *Water Audits and Loss Control Programs* (2009) for specific methods to reduce system losses.
- 6) Customer Leaks. Agencies shall advise customers whenever it appears possible that leaks exist on the customer's side of the meter.

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B. Implementation Schedule

- 1) For agencies signing the MOU prior to December 31, 2008, implementation shall commence no later than July 1, 2009.
 - a) July 1, 2009 through June 30, 2010 will be the first year of implementation;
 - b) Agencies shall provide its first full BMP 1.2 report by December 1, 2010 for years 2008-2009 and 2009-2010;
- 2) Agencies signing the MOU after December 31, 2008, implementation shall commence no later than July 1 of the year following the year the agency signed the MOU.
 - a) Agencies shall provide a full BMP 1.2 report for the first reporting period after implementation and for each reporting year thereafter.
- 3) A benchmark for the performance indicator in terms of water loss standards will be determined after the first 4 years data collected based upon the data reported by agencies. The performance indicator and benchmark; will be voted upon by the Council by year 6 of this revision. Ongoing data collection and data reporting requirements will be established as part of this process.

C. Coverage Requirements

- 1) Agencies to compile the standard water audit and balance annually using the AWWA Software. Beginning in the 2nd year of implementation agencies to test source, import, and production meters annually.
- 2) Agencies shall improve the data accuracy and data completeness of the standard water balance during the first four years of implementation. Agencies shall achieve a Water Audit Data Validity score of 66 or higher using the AWWA software no later than the end of the first four year period; and shall achieve data validity Level IV no later than the end of the 5th year of implementation. Estimations for data that are not directly measured should be improved using the methods outlined by the AWWA.
- 3) Agencies shall seek training in the AWWA water audit method and component analysis process (offered by CUWCC or AWWA) during the first four years of BMP implementation. They shall complete a component analysis of real losses by the end of the fourth year, and update this analysis no less frequently than every four years.
- 4) Beginning in the fifth year of implementation, through the tenth year of implementation, agencies shall demonstrate progress in water loss control performance as measured by the AWWA software real loss performance indicator "gallons per service connection per day;" "gallons per mile of mains per day;" or other appropriate indicator by one of the following:

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- a) Achieving a performance indicator score less than the agency's score the previous year;
 - b) Achieving a performance indicator score less than the average of the agency's scores for the previous three years; or
 - c) Achieving a performance indicator score in the top quintile (20%) of all signatory agencies reporting such performance indicator with a Data Validity Level IV; or ;
 - d) In year 6 and beyond reducing real losses to or below the benchmark value determined in the Council's process referenced in section B3.
- 5) Agencies shall repair all reported leaks and breaks to the extent cost effective. By the end of the second year, agencies shall establish and maintain a record-keeping system for the repair of reported leaks, including time of report, leak location, type of leaking pipe segment or fitting, and leak running time from report to repair. By the end of the fourth year, agencies shall include estimated leakage volume from report to repair, and cost of repair (including pavement restoration costs and paid-out damage claims, if any).
- 6) Agencies shall locate and repair unreported leaks to the extent cost effective.

D. Requirements for Documenting BMP Implementation

- 1) Agency shall submit the completed AWWA Standard Water Audit and Water Balance worksheets in the BMP 1.2 report form every reporting period.
- 2) For each reporting period, agency shall keep and make available validation for any data reported.
- 3) Agency shall maintain in-house records of audit results, methodologies, and worksheets for each completed audit period.
- 4) Agency keeps records of each component analysis performed, and incorporates results into future annual standard water balances.
- 5) Agency, for the purpose of setting the Benchmark:
 - a) keeps records of intervention(s) performed, including standardized reports on leak repairs, the economic value assigned to apparent losses and to real losses, miles of system surveyed for leaks, pressure reduction undertaken for loss reduction, infrastructure rehabilitation and renewal, volumes of water saved, and costs of intervention(s); and
 - b) prepares a yearly summary of this information for submission to the Council, during years two through five of implementation, unless extended by the Council.

E. Water Savings Assumptions

To Be Determined

EXHIBIT 1

As Amended June 9, 2010

1.3 METERING WITH COMMODITY RATES FOR ALL NEW CONNECTIONS AND RETROFIT OF EXISTING CONNECTIONS

(formerly BMP 4) As Amended March 14, 2007

A. Implementation

For consistency with California Water Code (Section 525b), this BMP refers to potable water systems. A water meter is defined as a device that measures the actual volume of water delivered to an account in conformance with the guidelines of the American Water Works Association. Implementation shall consist of at least the following actions:

- 1) Require meters for all new service connections.
- 2) Establish a program for retrofitting existing unmetered service connections.
- 3) Read meters and bill customers by volume of use.
 - a) Establish and maintain billing intervals that are no greater than bi-monthly (every two months) for all customers.
 - b) For each metered connection, perform at least five actual meter readings (including remotely sensed) per twelve month period.
- 4) Prepare a written plan, policy or program that includes:
 - a) A census of all meters, by size, type, year installed, customer class served and manufacturer's warranty accuracy when new;
 - b) A currently approved schedule of meter testing and repair, by size, type and customer class;
 - c) A currently approved schedule of meter replacement, by size, type, and customer class; and
- 5) Identifying intra- and inter-agency disincentives or barriers to retrofitting mixed use commercial accounts with dedicated landscape meters, and conducting a feasibility study(s) to assess the merits of a program to provide incentives to switch mixed use accounts to dedicated landscape meters.

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As Amended June 9, 2010

B. Implementation Schedule

- 1) Agencies signing the MOU prior to December 31, 1997, shall:
 - a) Initiate volumetric billing for all metered customers no later than July 1, 2008; and
 - b) Complete meter installation for all connections no later than July 1, 2009.
- 2) Agencies signing the MOU after December 31, 1997, shall:
 - a) Initiate volumetric billing for all metered customers no later than July 1, 2008 or within one year of signing the MOU if later than July 1, 2008; and
 - b) Complete meter installation for all service connections no later than July 1, 2012 or within six years of signing MOU, but in no case later than one year prior to the requirements of state law.
- 3) For unmetered service areas newly acquired or newly operated by otherwise metered agencies, meter installation shall be completed in these service areas within six years of the acquisition or operational agreement.
- 4) A feasibility study examining incentive programs to move landscape water uses on mixed-use meters to dedicated landscape meters to be completed by the end of Year Four following the date implementation was to commence.
- 5) A written plan, policy or program to test, repair and replace meters [see Section A(4) above] shall be completed and submitted electronically by July 1, 2008 or within one year of signing the MOU if later than July 1, 2008, whichever is later.

C. Coverage Requirements

100% of existing unmetered accounts to be metered and billed by volume of use within above specified time periods. Service lines dedicated to fire suppression systems are exempt from this requirement.

D. Requirements for Documenting BMP Implementation

- 1) Confirmation that all new service connections are metered and are being billed by volume of use and provide:
 - a) Number of metered accounts;
 - b) Number of metered accounts read;
 - c) Number of metered accounts billed by volume of use;

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- d) Frequency of billing (i.e. six or twelve times per year) by type of metered customer (e.g. single family residential, multiple family residential, commercial, industrial, and landscape irrigation); and
 - e) Number of estimated bills per year by type of metered customer (e.g. single family residential, multiple family residential, commercial, industrial, and landscape irrigation) vs. actual meter readings.
- 2) 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.
 - 3) Number of unmetered service connections retrofitted during the reporting period.
 - 4) Estimated number of CII accounts with mixed-use meters.
 - 5) Number of CII accounts with mixed-use meters retrofitted with dedicated irrigation meters during reporting period.

E. Criteria to Determine BMP Implementation Status

- 1) Agency with existing unmetered service connections has completed a meter retrofit plan by the end of Year Two following the date implementation was to commence.
- 2) Agency has completed a feasibility study examining incentive programs to move landscape water uses on mixed-use meters to dedicated landscape meters by the end of Year Two following the date implementation was to commence.
- 3) Agency with existing unmetered service connections is on track to meter these connections during the schedule shown in Section B. An agency will be considered on track if the percent of unmetered accounts retrofitted with meters equals or exceeds the following:

| Target Dates for "On Track" Compliance with BMP 4 | |
|---|--|
| Percent of unmetered accounts retrofitted | Agency signed the MOU prior to December 31, 1997 |
| 10 percent | December 31, 2000 |
| 24 percent | December 31, 2002 |
| 42 percent | December 31, 2004 |
| 64 percent | December 31, 2006 |
| 90 percent | December 31, 2008 |

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| | |
|-------------|--------------|
| 100 percent | July 1, 2009 |
|-------------|--------------|

| Target Dates for “On Track” Compliance with BMP 4 | |
|---|---|
| Percent of unmetered accounts retrofitted | All agencies signing the MOU after 1997 |
| 20 percent | December 31, 2004 |
| 40 percent | December 31, 2006 |
| 60 percent | December 31, 2008 |
| 80 percent | December 31, 2010 |
| 100 percent | July 1, 2012 |

- 4) Agency bills metered customers at least as often as bimonthly within four years.
- 5) Agency reads meters and bills metered customers using volumetric rates.
- 6) Agency has completed a written plan, policy or program to test, repair and replace meters.

F. Water Savings Assumptions

Assume meter retrofits and volumetric rates combined will result in a 20% reduction in demand for retrofitted accounts.

G. Commitment to Further Review

Within three years from the date this BMP revision is adopted, the CUWCC will complete an evaluation of the potential water use efficiency impacts and cost-effectiveness of the following for consideration as future BMP revision(s):

- 1) Criteria for meter testing, repair, replacement and accuracy;
- 2) Transition to installing automated meter reading (AMR) technologies; and
- 3) Transition to monthly billing schedules for all accounts.

EXHIBIT 1

As Amended June 9, 2010

1.4 RETAIL CONSERVATION PRICING (formerly BMP 11)

As Amended June 13, 2007

Part I - Retail Water Service Rates

A. Implementation

BMP 11 promotes water conserving retail water rate structures. BMP 11 recognizes that each agency or water enterprise fund has a unique rate setting system and history. When creating a rate case, professional judgments are made to determine whether costs are accounted to a variable or fixed cost center by the staff of the agency. The final water rate case is an accumulation of all the decisions and judgments made by staff and supplemented by the financial projections leading an agency to establish its final water rate recommendation. BMP 11 is not intended to supplant this process, but rather to reinforce the need for Water Agencies to establish a strong nexus between volume-related system costs and volumetric commodity rates.

In Bighorn-Desert View Water Agency v. Virgil the California Supreme Court applied Proposition 218's* provisions embodied in Articles XIII C and D of the California Constitution to ongoing water service. In addition, Article XIII D, Section 6 imposes procedural and substantive requirements on new or increased fees or charges for on-going water service. The Council considers the conservation principles of BMP 11 to be compatible with the cost of service requirements of Proposition 218. However, should a case arise in which a Water Agency's good faith efforts were unable to meet BMP 11's requirements due to legal constraints (e.g. Proposition 218), this would be grounds for exemption, as specified in MOU Section 4.5.

Definition: Conservation pricing provides economic incentives (a price signal) to customers to use water efficiently. Because conservation pricing requires a volumetric rate, metered water service is a necessary condition of conservation pricing. Unmetered water service is inconsistent with the definition of conservation pricing.

Conservation pricing requires volumetric rate(s). While this BMP defines a minimum percentage of water sales revenue from volumetric rates, the goal of this BMP is to recover the maximum amount of water sales revenue from volumetric rates that is consistent with utility costs (which may include utility long-run marginal costs), financial stability, revenue sufficiency, and customer equity. In addition to volumetric rate(s), conservation pricing may also include one or more of the following other charges:

- 1) Service connection charges designed to recover the separable costs of adding new customers to the water distribution system.

* Proposition 218 was approved by California voters in November 1996.

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- 2) Monthly or bimonthly meter/service charges to recover costs unrelated to the volume of water delivered or new service connections and to ensure system revenue sufficiency.
- 3) Special rates and charges for temporary service, fire protection service, and other irregular services provided by the utility.

The following volumetric rate designs are potentially consistent with the above definition:

- 1) **Uniform rate** in which the volumetric rate is constant regardless of the quantity consumed.
- 2) **Seasonal rates** in which the volumetric rate reflects seasonal variation in water delivery costs.
- 3) **Tiered rates** in which the volumetric rate increases as the quantity used increases.
- 4) **Allocation-based rates** in which the consumption tiers and respective volumetric rates are based on water use norms and water delivery costs established by the utility.

Adequacy of Volumetric Rate(s): A retail agency's volumetric rate(s) shall be deemed sufficiently consistent with the definition of conservation pricing when it satisfies at least one of the following two options.

Option 1: Let V stand for the total annual revenue from the volumetric rate(s) and M stand for total annual revenue from customer meter/service (fixed) charges, then:

$$\frac{V}{V + M} \geq 70\%$$

This calculation shall only include utility revenues from volumetric rates and monthly or bimonthly meter/service charges. It shall not include utility revenues from new service connection charges; revenue from special rates and charges for temporary service, fire protection, or other irregular services; revenue from grants or contributions from external sources in aid of construction or program implementation; or revenue from property or other utility taxes.

Option 2: Use the rate design model included with the Municipal Water and Wastewater Rate Manual published by the Canadian Water & Wastewater Association with the signatory's water system and cost information to calculate V' , the uniform volume rate based on the signatory's long-run incremental cost of service, and M' , the associated meter charge. [Let HCF be annual water delivery (in hundred cubic feet).] A signatory's volumetric rate(s) shall be deemed sufficiently consistent with the definition of conservation pricing if:

$$\frac{V}{V + M} \geq \frac{V'}{V' + M'}$$

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The rate design model can be downloaded at
<http://www.cuwcc.org/resource-center/technical-resources/bmp-tools.aspx>.

This calculation shall only include utility revenues from volumetric rates and monthly or bimonthly meter/service charges. It shall not include utility revenues from new service connection charges; revenue from special rates and charges for temporary service, fire protection, or other irregular services; revenue from grants or contributions from external sources in aid of construction or program implementation; or revenue from property or other utility taxes.

Exemptions and At Least As Effective As

The exemption provisions in MOU Section 4.5 apply to BMP 11 in the same way they apply to other BMPs. Water supplier signatories meeting at least one of the three exemption conditions in MOU Section 4.5 may submit an exemption to the Council per the requirements of the MOU.

Water supplier signatories may pursue an "At Least As Effective As" implementation of BMP 11 per the Preamble to Exhibit 1 of the MOU. Water supplier signatories adopting an "At Least As Effective As" implementation of BMP 11 may adopt rates that do not meet the requirements of either Option 1 or Option 2 described in Section A provided the resulting water savings are at least as effective as those options.

BMP Refinement

Within five years of the adoption of this BMP revision, the Council shall reconvene the BMP 11 Revision PAC to 1) assess rate of compliance with the revised BMP, 2) identify barriers to implementation, 3) assess its compatibility with Proposition 218 requirements, 4) initiate a water savings assessment appropriate to the data and project resources available to the Council, and 5) develop further refinements as needed to improve the BMP's effectiveness.

B. Implementation Schedule

Agencies with fully metered service areas

- 1) Agencies signing the MOU prior to June 13, 2007, implementation shall commence no later than July 1, 2007.
- 2) Agencies signing the MOU after June 13, 2007, implementation shall commence no later than July 1 of the year following the year the Agency signed the MOU.

Agencies with partially metered service areas¹

¹ Agencies following this schedule must be on the Council's list of Agencies with partially metered service areas.

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As Amended June 9, 2010

- 1) Agencies signing the MOU prior to December 31, 1997, implementation shall commence no later than July 1, 2010. [One year after Agency is to complete meter installation per BMP 4.]
- 2) Agencies signing the MOU after December 31, 1997, implementation shall commence no later than July 1, 2013, or within seven years of signing the MOU, but in no case later than the metering deadline specified by state law. [One year after Agency is to complete meter installation per BMP 4.]

C. Coverage Requirements

Agency shall maintain a rate structure that satisfies at least one of the options specified in Section A. Conformance to Option 1 or Option 2 will first be assessed using the revenue from the most recent year. If the most recent year does not satisfy the option, the average revenue from the three (3) most recent years will be used.

D. Requirements for Documenting BMP Implementation

- 1) Report the rate structure in effect for each customer class for the reporting period.
- 2) Report the annual revenue derived from volume charges for each retail customer class, as defined in Section A.²
- 3) Report the annual revenue derived from monthly or bimonthly meter/service charges for each retail customer class, as defined in Section A.
- 4) If agency does not comply with Option 1 in Section A, report v' and m' as determined by the Canadian Water & Wastewater Association rate design model described in Section A.
- 5) If agency does not comply with Option 1 in Section A, submit to the Council the completed Canadian Water & Wastewater Association rate design model described in Section A.

E. Criteria to Determine BMP Implementation Status

An agency shall be in compliance with BMP 11 provided the following is true for the Agency's total revenue from all retail customer classes within four years after [date of revision]:

For Option 1: $V \geq 70\% \times 1.00$

For Option 2: $V \geq V' \times 1.00$

² Note: Compliance with BMP 11 will be determined based on the Agency's total revenue from all retail customer classes.

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The following schedule is intended to guide agencies in implementing this revision in phases:

| YEARS AFTER START YEAR | FOR OPTION 1 | FOR OPTION 2 |
|---------------------------|---------------------------|-------------------------|
| 1 | $V \geq 70\% \times 0.70$ | $V \geq V' \times 0.70$ |
| 2 | $V \geq 70\% \times 0.80$ | $V \geq V' \times 0.80$ |
| 3 | $V \geq 70\% \times 0.90$ | $V \geq V' \times 0.90$ |
| 4 | $V \geq 70\% \times 1.00$ | $V \geq V' \times 1.00$ |

An agency shall not be required to increase the volumetric component of the rate structure by more than 10% in any single year until the full implementation is achieved.

F. Water Savings Assumptions

Not quantified.

Part II – Retail Wastewater Rates

A. Implementation

This section applies to Water Agencies that provide retail sewer service. Water Agencies that do not provide retail sewer service shall make good faith efforts to work with sewer agencies so that those sewer agencies adopt conservation pricing for sewer service.

Conservation pricing of sewer service provides incentives to reduce average or peak use, or both. Such pricing includes: rates designed to recover the cost of providing service, and billing for sewer service based on metered water use. Conservation pricing of sewer service is also characterized by one or more of the following components: rates in which the unit rate is the same across all units of service (uniform rates); rates in which the unit rate increases as the quantity of units purchased increases (increasing block rates); rates in which the unit rate is based upon the long-run marginal cost or the cost of adding the next unit of capacity to the sewer system. Rates that charge customers a fixed amount per billing cycle for sewer service regardless of the units of service consumed do not satisfy the definition of conservation pricing of sewer service. Rates in which the typical bill is determined by high fixed charges and low commodity charges also do not satisfy the definition of conservation pricing of sewer service.

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B. Implementation Schedule

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

C. Coverage Requirements

Agency shall maintain rate structure for sewer service consistent with definition of conservation pricing for sewer service in Part II, Section in A.

D. Requirements for Documenting BMP Implementation

- 1) Report annual revenue requirement for sewer service by customer class for the reporting period.
- 2) Report annual revenue for sewer service from commodity charges by customer class for the reporting period.
- 3) Report rate structure by customer class for sewer service.

E. Criteria to Determine BMP Implementation Status

Agency rate design for sewer service shall be consistent with definition of conservation pricing for sewer service in Section A.

F. Water Savings Assumptions

Not quantified.

EXHIBIT 1

As Amended June 9, 2010

2. EDUCATION PROGRAMS *As amended December 10, 2008*

California water agencies have played a major role in stressing the need for their customers to conserve water through both public information and school education programs. The specifics of how these programs are to be implemented are detailed below.

2.1 PUBLIC INFORMATION PROGRAMS *(formerly BMP 7)*

This section addresses opportunities to use public information programs as an effective tool to inform customers about the need for water conservation and ways they can conserve, and to influence customer behavior to conserve.

A. Implementation

Implement a public information program to promote water conservation and water conservation-related benefits. Implementation shall consist of at least the following actions:

- 1) The program should include, when possible, 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 for the last billing period compared to the same period the year before; providing public information to promote water conservation measures; and coordinating with other government agencies, industry groups, public interest groups, and the media.
- 2) The program should include, when possible, social marketing elements which are designed to change attitudes to influence behavior. This includes seeking input from the public to shape the water conservation message; training stakeholders outside the utility staff in water conservation priorities and techniques; and developing partnerships with stakeholders who carry the conservation message to their target markets.
- 3) When mutually agreeable and beneficial, the wholesale agency or another lead regional agency may operate all or part of the public information program. If the wholesale agency operates the entire program, then it may, by mutual consent with the retail agency, assume responsibility for CUWCC reporting for this BMP. Under this arrangement, a wholesale agency may aggregate all or portions of the reporting and coverage requirements of the retail agencies joining into the mutual consent.

B. Implementation Schedule

Implementation shall commence no later than July 1 of the first year following the latter of either: 1) the year the agency signed or became subject to the MOU, or 2) the year this Exhibit is amended.

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C. Coverage Requirements

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

At minimum a public information program shall consist of the following components:

- 1) Contacts with the public (minimum = 4 times per year, i.e., at least quarterly).
- 2) Water supplier contacts with media (minimum = 4 times per year, i.e., at least quarterly).
- 3) An actively maintained website that is updated regularly (minimum = 4 times per year, i.e., at least quarterly).
- 4) Description of materials used to meet minimum requirement.
- 5) Annual budget for public outreach program.
- 6) Description of all other outreach programs (List follows in Section D).

D. Requirements for Documenting BMP Implementation

Agencies may report on all of the following activities, although agencies are only expected to meet the minimum requirements in section C. Coverage Requirements.

Public Information Programs List

- 1) Newsletter articles on conservation
- 2) Flyers and/or brochures (total copies), bill stuffers, messages printed on bill, information packets
- 3) Landscape water conservation media campaigns
- 4) General water conservation information
- 5) Website
- 6) Email messages
- 7) Website - provide link to or list of qualified landscape professionals (WaterSense, California Landscape Contractors Association, Irrigation Association, etc.) and other helpful sites
- 8) Direct mail - seasonal postcards noting irrigation requirement changes
- 9) Direct mail or other notification to customer if water use is significantly higher than neighbors with similarly-sized lots
- 10) Customer notification when neighbor reports runoff or runoff is noticed by employees or meter reads show rise in use of 20% or more from same time previous year
- 11) Dedicated phone line or "on hold" messages with recorded conservation information
- 12) Booths at local fairs/events
- 13) Monthly water use reports provided with comparison of water use to water budget
- 14) Presentations
- 15) Point of purchase pieces, including internet point of purchase by type: high efficiency clothes washers, weather based irrigation controller, high efficiency toilets, plant palette information, other.

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As Amended June 9, 2010

- 16) Media outreach: news releases, editorial board visits, written editorials, newspaper contacts, television contacts, radio contacts, articles or stories resulting from outreach. Provide names of local media markets: newspaper, TV stations, radio stations reached via media outreach program during the reporting period
- 17) Adult Education/Training Programs: Topic(s) _____: number of presentations, number of attendees
- 18) Water Conservation Gardens: involvement in a garden that promotes and educates the public about water-efficient landscaping and conservation techniques. May include "Corporate" or "business" sponsorship or membership.
- 19) Sponsor or co-sponsor landscape workshops/training for homeowners and/or homeowners associations: number of presentations; number in attendance
- 20) Landscape watering calculator and watering index to assist with weekly irrigation scheduling
- 21) Additional program(s) supported by agency but not mentioned above
- 22) Total reporting period budget expenditure for public outreach/training/adult education programs (include all agency costs)

Social Marketing Programs List

Developing the Conservation Message:

- 1) Does your agency have a water conservation "brand," "theme" or mascot: If so briefly describe: _____
- 2) Have you sponsored or participated in market research to refine your message? If so topic: _____ Message of above brand? Mission Statement?
- 3) Do you have a community conservation committee?
If yes, its focus is on:
 - a. Conservation in general;
 - b. Landscape;
 - c. Education;
 - d. Commercial/industrial/institutional;
 - e. Other: _____
- 4) Training for stakeholders who help support programs or educate others about conservation:
 - a. Professional landscapers: number of sessions/classes; number of attendees: on irrigation equipment; other
 - b. Plumbers: number of sessions/classes; number of attendees
 - c. Homeowners: number of sessions/classes; number of attendees: on irrigation equipment; other
- 5) Additional program(s) supported by agency but not mentioned above.
- 6) Total reporting period budget expenditure for social marketing programs (include all agency costs)

Partnering programs:

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- 1) Master Gardeners; Type of program: _____
- 2) CLCA; Type of program: _____
- 3) Cooperative Extension; Type of program: _____
- 4) Retail and wholesale outlets
Name(s): _____
Type of program: _____
- 5) Local Colleges; Type of program: _____
- 6) Green Building Programs; Type of program: _____
- 7) Other _____
- 8) Newsletter articles published in other entities' newsletters:
 - a. HOAs: number per year to number of customers
 - b. City materials: number per year to number of customers
 - c. Non-profits: number per year to number of customers
 - d. Other: number per year to number of customers
- 9) Other utilities, including electric utilities
- 10) Water conservation gardens at utility or other high traffic areas or new homes
- 11) Water wise landscape contest or awards program

E. Water Savings Assumptions

Not quantified.

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As Amended June 9, 2010

2.2 SCHOOL EDUCATION PROGRAMS (formerly BMP 8)

School education programs have been implemented to reach the youngest water users at an early age and enforce the need to engage in water conservation as a life-long behavior. This section provides specifics on how school education programs are to be implemented.

A. Implementation

Implementation shall consist of at least the following actions:

- 1) Implement a school education program to promote water conservation and water conservation-related benefits.
- 2) 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. Educational materials shall meet the state education framework requirements and grade-appropriate materials shall be distributed.
- 3) When mutually agreeable and beneficial, the wholesale agency or another lead regional agency will operate all or part of the education program; if the wholesale agency operates all or part of the retail agency's school education program, then it may, by mutual consent with the retail agency, assume responsibility for CUWCC reporting of this BMP; under this arrangement, a wholesale agency may aggregate all or portions of the reporting and coverage requirements of the retail agencies joining into the mutual consent

B. Implementation Schedule

Implementation shall commence no later than July 1 of the first year following the latter of either: 1) the year the agency signed or became subject to the MOU, or 2) the year this Exhibit is amended.

C. Coverage Requirements

Agencies shall maintain an active school education program to educate students in the agency's service area about water conservation and efficient water use. An agency may participate in a mutual arrangement as described in Section A.

At minimum a school information program shall consist of the following:

- 1) Curriculum materials developed and/or provided by agency (including confirmation that materials meet state education framework requirements and are grade-level appropriate).
- 2) Materials distributed to K-6 students. When possible, school education programs will reach grades 7-12 as well.

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- 3) Description of materials used to meet minimum requirement.
- 4) Annual budget for school education program.
- 5) Description of all other water supplier education programs (Lists follow in Section D).

D. Requirements for Documenting BMP Implementation

Agencies may report on all of the following activities, although they are only expected to meet the minimum requirements in section C. Coverage Requirements.

School Education Programs List

- 1) Classroom presentations: number of presentations, number of attendees, topics covered: conservation, recycled water, water sources, pollution prevention, etc.
- 2) Large group assemblies: number of presentations, number of attendees
- 3) Children's water festivals or other events: number of presentations, number of attendees
- 4) Cooperative efforts with existing science/water education programs (various workshops, science fair awards or judging) and follow-up: number of presentations, number of attendees.
- 5) Other methods of disseminating information (i.e. themed age-appropriate classroom loaner kits) Description _____; number distributed
- 6) Staffing children's booths at events & festivals: number of booths, number of attendees
- 7) Water conservation contests such as poster and photo Description _____; number of participants.
- 8) Offer monetary awards/funding or scholarships to students: number offered; total funding
- 9) Teacher training workshops: number of presentations, number of attendees
- 10) Fund and/or staff student field trips to treatment facilities, recycling facilities, water conservation gardens, etc.: number of tours or field trips, number of participants.
- 11) College internships in water conservation offered: number of internships; total funding
- 12) Career fairs/workshops: number of presentations, number of attendees
- 13) Additional program(s) supported by agency but not mentioned above. Description: _____; number of events (if applicable); number of participants.
- 14) Total reporting period budget expenditures for school education programs (include all agency costs)

E. Water Savings Assumptions

Not quantified.

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As Amended June 9, 2010

PROGRAMMATIC BMPs

Signatories have the option of implementing each BMP as described below, or implementing measures identified in the Flex Track Menu alternative included in each Programmatic BMP.

3. RESIDENTIAL *As amended December 10, 2008*

Residential water users throughout California depend on a reliable and safe supply of water for their homes. This BMP will define the best and most proven water conservation methods and measures those residents, working in conjunction with water agencies, can implement. By implementing these methods and measures homeowners, multi-family property owners, and tenants will increase water use efficiency and reliability. Credit for prior activities, as reported through the BMP database, will be given for documented water savings achieved through 2008.

A. Implementation

Retail water agencies shall implement a water use efficiency program that consists of either the coverage goals listed below or achieving the water savings goals by implementing measures on the Flex Track Menu in Section F below.

- 1) Residential assistance program (*formerly BMPs 1 & 2*)
Provide site-specific leak detection assistance that may include, but is not limited to, the following: a water conservation survey, water efficiency suggestions, and/or inspection. Provide showerheads and faucet-aerators that meet the current water efficiency standard as stipulated in the WaterSense Specifications (WSS) as needed.
- 2) Landscape water survey (*formerly BMP 1*)
Perform site-specific landscape water surveys that shall include, but are not limited to, the following: check irrigation system and timers for maintenance and repairs needed; estimate or measure landscaped area; develop customer irrigation schedule based on precipitation rate, local climate, irrigation system performance, and landscape conditions; review the scheduling with customer; provide information packet to customer; and provide customer with evaluation results and water savings recommendations.
- 3) High-efficiency clothes washers (HECWs) (*formerly BMP 6*)
Provide incentives or institute ordinances requiring the purchase of high-efficiency clothes washing machines (HECWs) that meet an average water factor value of 5.0. If the WaterSense Specification is less than 5.0, then the average water factor value will decrease to that amount.
- 4) WaterSense Specification (WSS) toilets (*formerly BMP 14*)
Provide incentives or ordinances requiring the replacement of existing toilets using 3.5 or more gpf (gallons per flush) with a toilet meeting WSS.

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- 5) WaterSense Specifications for residential development
Provide incentives such as, but not limited to, rebates, recognition programs, or reduced connection fees, or ordinances requiring residential construction meeting WSS for single-family and multi-family housing until a local, state or federal regulation is passed requiring water efficient fixtures.

B. Implementation Schedule

Implementation shall commence no later than July 1 of the first year following the latter of either: 1) the year the agency signed or became subject to the MOU, or 2) the year this exhibit is amended.

C. Coverage Requirements

Coverage shall consist of:

- 1) Residential Assistance
Provide leak detection assistance to an average of 1.5 percent per year of current single-family accounts and 1.5 percent per year of current multi-family units during the first ten years after signing the MOU. After completing the ten-year 15 percent target, agencies will maintain a program at the level of high-bill complaints or not less than 0.75 percent per year of current single-family accounts and 0.75 percent per year of current multi-family units. Showerhead distribution will be considered complete when 75 percent market saturation is achieved.
- 2) Landscape water survey
Provide landscape water surveys to an average of 1.5 percent per year of current single-family accounts during the first ten years after signing the MOU. After completing the ten-year 15 percent target, agencies will maintain a program at the level of high-bill complaints or no less than 0.75 percent per year of current single-family accounts.
- 3) High efficiency clothes washers
Provide financial incentives for the purchase of HECWs that meet an average water factor value of 5.0. If the WaterSense Specification is less than 5.0, then the water factor value will decrease to that amount. Incentives shall be provided to 0.9 percent of current single-family accounts during the first reporting period following BMP implementation, rising to 1.0 percent per year of current single-family accounts for the remainder of ten year period following signing of the MOU. An alternative method is to demonstrate 1.4 percent per year of the market penetration during the first ten years after signing the MOU.
- 4) WaterSense Specification (WSS) toilets
A financial incentive shall continue to be offered for toilets meeting the current WSS and updated standard whenever a more efficient toilet is identified by WSS. Compliance will entail demonstrating a number of toilet replacements

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of 3.5 gpf or greater toilets at or above the level achieved through a retrofit on resale ordinance until 2014, or a market saturation of 75% is demonstrated, whichever is sooner.

5) WSS for new residential development

An incentive shall continue to be offered until a water agency, or local, state or federal regulation is in effect meeting at a minimum, WSS for water efficient single-family homes. Multi-family housing shall also meet the WSS in all applicable criteria regardless of the total number of stories in the building.

D. Requirements for Documenting BMP Implementation

1) Residential assistance

Provide reports, disaggregated by single-family and multi-family units, identifying: the number of residential assistance/leak detection survey visits completed; number of WSS showerheads distributed; and number of WSS faucet aerators distributed during the reporting period.

2) Landscape water survey

Provide the number of single-family and multi-family account landscape water surveys completed during the reporting period.

3) High efficiency clothes washers

The number of installations credited to the agency's replacement program for HECWs with an average water factor value of 5.0. If the WaterSense Specification is less than 5.0, then the water factor value will decrease to that amount.

4) WaterSense Specification (WSS) toilets

A description of the program along with the number of WSS toilet installations credited to the agency's replacement program disaggregated by single-family or multi-family units.

5) WSS for new residential development

Provide a copy of the new development ordinance currently adopted by the reporting unit or provide the following incentive program details: number of new single-family and multi-family units built in service area during the reporting period; description of incentives offered; list of incentive amounts; number of WSS fixtures installed; and number of participating single-family home and multi-family units.

E. Water Savings Assumptions

Water savings assumptions will be based on the type and number of actions implemented.

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F. Flex Track Menu

In addition to the measures above, the Flex Track Menu may be implemented in part or any combination to meet the savings goal for this BMP. Agencies choosing the Flex Track Menu are responsible for achieving water savings greater than or equal to that which they would have achieved using only the BMP list items. Water savings estimates for the Flex Track Menu will be maintained and regularly updated in the MOU Compliance Policies and BMP Guidebook.

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4. COMMERCIAL, INDUSTRIAL, AND INSTITUTIONAL (formerly BMP 9)

As amended June 9, 2010

Commercial, industrial, and institutional (CII) water demands make up a large percentage of total demand for California. CII water use varies dramatically between business sectors as well as within a given water agency's territory. The goal of this BMP is to implement comprehensive yet flexible best management practices, allowing each water agency to tailor the implementation of each practice to fit local needs and opportunities. The end result is a practice that is successful and will produce the greatest amount of cost-effective water savings.

A. Implementation

Implement measures to achieve the water savings goal for CII accounts of 10% of the baseline water use over a 10-year period. Baseline water use is defined as the water consumed by CII accounts in the agency's service area in 2008. Credit for prior activities, as reported through the BMP database, will be given for up to 50% of the goal; in this case, coverage will consist of reducing annual water use by CII accounts by an amount equal to the adjusted percentage goal within 10 years. Implementation shall consist of item 1) or 2) or both in order to reach the agency's water savings goals.

- 1) Implement measures on the CII list with well-documented savings that have been demonstrated for the purpose of documentation and reporting. The full list and their associated savings are included in the "Demonstrated Savings Measure List" in Section E below.
- 2) Implement unique conservation measures to achieve the agency's water savings goals. Sample measures include, but are not limited to: industrial process water use reduction, industrial laundry retrofits, car wash recycling systems, water-efficient commercial dishwashers, and wet cleaning. Water use reduction shall be calculated on a case-by-case basis. Agencies will be required to document how savings were realized and the method and calculations for estimating savings. See the CII Flex Track Menu list in the attachment to Exhibit 1, as updated in the MOU Compliance Policy and BMP Guidebook.

B. Implementation Schedule

Implementation shall commence not later than July 1 of the first year following the latter of either: 1) the year the agency signed or became subject to the MOU, or 2) the year this Exhibit is amended.

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C. Coverage Requirements

Coverage shall consist of meeting the annual water savings goal in Section A. Although it is not one of the criteria in meeting implementation, agencies will be considered on track if estimated savings as a percent of baseline water use equals or exceeds the following:

0.5% by the end of first reporting period (year two), 2.4% by the end of year four, 4.3% by the end of year six, 6.4% by the end of year eight, and 9% by the end of year ten. Percentages will be adjusted proportionally for up to 50% past credit referred to in the Implementation section.

D. Requirements for Documenting BMP Implementation

Each reporting period agencies are required to report the estimated reduction in annual water use for all CII accounts.

1) CII Demonstrated Savings Measure List

For measures on the CII Demonstrated Savings Measure list with demonstrated savings, agencies shall report the measure type and quantity installed, as well as savings attributed to water shortage measures, intervention and actions.

2) Flex Track Menu

For measures on the Flex Track Menu, agencies shall use one of three methods of measurement listed below to track savings. Agencies shall report the type of measure implemented, the industry in which the measure was implemented, and estimated savings as well as the measure life. Agencies shall keep detailed usage data on file and report the annual and lifetime savings.

a) Point of Retrofit Metering

Usage data collected from meters installed at the point of retrofit.

b) Customer Bill Analysis

Pre- and post-program usage from utility bills from the appropriate meters related to the measures implemented. For mixed-use meters, a minimum of 12 months pre-retrofit and 12 months post-retrofit usage data shall be used to calculate savings. The data shall be normalized for weather. For dedicated meters, a minimum of 6 months pre-retrofit and 6 months post-retrofit data shall be used to calculate savings.

c) Agency-Provided Calculation

If an agency is unable to provide point of retrofit metering or customer bill analysis, the agency must document how savings were realized and the method and calculations for estimated savings. The calculation and assumptions are subject to approval by the Council on a case-by-case basis.

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As Amended June 9, 2010

E. Water Savings Assumptions

The CII Demonstrated Savings Measure List is found in the MOU Compliance Policy. For assistance in calculating savings from unique measures used in the Flex Track Menu approach, see the BMP Guidebook.

F. Flex Track Menu

In addition to the measures above, the Flex Track Menu options may be implemented in part or any combination for CII customers to meet the water savings goal of this BMP. Agencies may choose to implement any alternative with measurable water savings. Agencies choosing the Flex Track Menu option are responsible for achieving water savings greater than or equal to that which they would have achieved using only the BMP list items. Water savings estimates for the Flex Track Menu items will be maintained and regularly updated in the MOU Compliance Policies and BMP Guidebook.

Custom measures shall be calculated on a case-by-case basis. Agencies will be required to provide documentation on how savings were realized and the method and calculations for estimating savings.

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As Amended June 9, 2010

5. LANDSCAPE (formerly BMP 5) *As amended December 10, 2008*

Irrigation accounts for a large portion of urban water use in California. Irrigation water use varies dramatically depending on water pricing and availability, plant choice, geographic locations, seasonal conditions, and the level of commitment to sound water efficiency practices. The goal of this BMP is that irrigators, with assistance from signatories, will achieve a higher level of water use efficiency consistent with the actual irrigation needs of the plant materials. Reaching this goal would reduce overall demands for water, reduce demands during the peak summer months, and still result in a healthy and vibrant landscape for California.

A. Implementation

Agencies shall provide non-residential customers with support and incentives to improve their landscape water use efficiency. Credit for prior activities, as reported through the BMP database, will be given for documented water savings achieved through 2008. This support shall include, but not be limited to, the following:

1) Accounts with Dedicated Irrigation Meters

- a) Identify accounts with dedicated irrigation meters and assign ETo-based water use budgets equal to no more than an average of 70% of ETo (reference evapotranspiration) of annual average local ETo per square foot of landscape area in accordance with the schedule below.

Recreational areas (portions of parks, playgrounds, sports fields, golf courses, or school yards in public and private projects where turf provides a playing surface or serves other high-use recreational purposes) and areas permanently and solely dedicated to edible plants, such as orchards and vegetable gardens, may require water in addition to the water use budget. (These areas will be referred to as "recreational" below.) The water agency must provide a statement designating those portions of the landscape to be used for such purposes and specifying any additional water needed above the water use budget, which may not exceed 100% of ETo on an annual basis.

If the California Model Water Efficient Landscape Ordinance is revised to reduce the water allowance, this BMP will be revised automatically to reflect that change.

- b) Provide notices each billing cycle to accounts with water use budgets showing the relationship between the budget and actual consumption.
- c) Offer site-specific technical assistance to reduce water use to those accounts that are 20% over budget in accordance with the schedule given in Section B; agencies may choose not to notify customers whose use is less than their water use budget.

2) Commercial/Industrial/Institutional (CII) Accounts without Meters or with Mixed-Use Meters

- a) Develop and implement a strategy targeting and marketing large landscape water use surveys to commercial/industrial/institutional (CII) accounts with mixed-use meters.

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- b) In un-metered service areas, 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.

- 3) Offer financial incentives to support 1) and 2) above.

B. Implementation Schedule

- 1) Implementation shall commence not later than July 1 of the first year following the latter of either: 1) the year the agency signed or became subject to the MOU, or 2) the year this Exhibit is amended.
- 2) Per year at least 9% of accounts with dedicated meters and 1.5% of all mixed-use or non-metered accounts will receive the assistance detailed in Section A. 1) and 2) above. At least 90% of all dedicated meters and 15% of all mixed-use and non-metered accounts will receive the assistance over a ten year period.

C. Coverage Requirements

Coverage shall consist of:

- 1) ETo-based water use budgets developed for 90% of CII accounts with dedicated irrigation meters at an average rate of 9% per year over 10 years.
- 2) Offer site-specific technical assistance annually to all accounts that are 20% over budget within six years of the date implementation was to commence.
- 3) Complete irrigation water use surveys for not less than 15% of CII accounts with mixed-use meters and un-metered accounts within 10 years of the date implementation is to commence. (Note: CII surveys that include both indoor and outdoor components can be credited against coverage requirements for both the Landscape and CII BMPs.)

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 the end of the first reporting period (year two) following the date implementation is to commence; 3.6% by the end of year four; 6.3% by the end of year six; 9.6% by the end of year eight; and 13.5% by the end of year ten.

Agency may credit 100% of the number of landscape water use surveys for CII accounts with mixed-use meters completed prior to July 1, 2007 that have received a follow-up inspection against the coverage requirement; agency may credit 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, 2007 against the coverage requirement.

- 4) Agency will implement and maintain a customer incentive program(s) for irrigation equipment retrofits.

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As Amended June 9, 2010

D. Requirements for Documenting BMP Implementation

1) Dedicated Landscape Irrigation Accounts

Agencies shall preserve water use records and budgets for customers with dedicated landscape irrigation accounts for at least four years. 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.
- c) Aggregate water use for dedicated non-recreational landscape accounts with budgets.
- d) Aggregate acreage assigned water budgets and average ET for dedicated non-recreational landscape accounts with budgets.
- e) Number of Accounts 20% over-budget.
- f) Number of accounts 20% over-budget offered technical assistance.
- g) Number of accounts 20% over-budget accepting technical assistance
- h) Aggregate acreage of recreational areas assigned water budgets and average ET for dedicated recreational landscape accounts with budgets.

2) CII Accounts without Meters or with Mixed-Use Meters

- a) Number of mixed use and un-metered 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. Water Savings Assumptions

Assume landscape BMP will result in a 15%-20% reduction in demand for landscape irrigation by affected accounts, as defined in Section C: Coverage Requirements.

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As Amended June 9, 2010

F. Flex Track Menu

In addition to the measures above, the Flex Track Menu options may be implemented in part or any combination to meet the savings goal for this BMP. Agencies choosing the Flex Track Menu option are responsible for achieving water savings greater than or equal to that which they would have achieved using only the BMP list items. Water savings estimates for the Flex Track Menu items will be maintained and regularly updated in the MOU Compliance Policies and BMP Guidebook.

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GPCD Compliance Option *As amended June 11, 2009*

Gallons per capita daily (GPCD) is the third compliance approach for the MOU. The combined water savings from implementation of the Foundational and Programmatic BMPs should produce greater water savings than the Programmatic BMPs themselves. Since most Foundational BMPs are not quantified, the GPCD approach evaluates compliance by evaluating the overall reduction in per capita water demand over time. One measure of efficiency, GPCD, indicates the increase in efficiency in water demand over time, by dividing demand by population, which gives average water consumption value per person served. The GPCD Approach includes the following sections: Potable Water GPCD Equation; Baseline GPCD; GPCD Target; Biennial GPCD Targets; Compliance; Appeals and GPCD Calculation Refinement.

Potable Water GPCD Equation

Potable Water GPCD = (PWI – PWS) / Pop / 365; where

- 1) PWI = Potable Water Into the retail water agency's service area distribution system.
- 2) PWS = Potable Water taken out of the retail water agency's service area distribution system and:
 - placed into storage and/or
 - delivered to an agricultural customer through a dedicated agricultural meter, at discretion of the retail water agency.
- 3) Pop = residential population of the retail water agency's service area.

Baseline GPCD

The Baseline GPCD shall equal the average annual Potable Water GPCD for the years 1997 through 2006. Signatory Water Suppliers who signed the MOU prior to 1997 and can demonstrate significant investment in water conservation may propose a different Baseline period as outlined in the MOU Compliance Policy.

GPCD Target

For purposes of compliance, the 2018 GPCD Target for all signatories as of July 1, 2009 shall equal Baseline GPCD multiplied by 0.82 (an 18% reduction).

Biennial GPCD Targets

Using the Compliance Table below, for each "Year" in the table, a retail water agency's Biennial GPCD Target shall equal its Baseline GPCD multiplied by that year's Target (% Baseline). A retail water agency may choose a starting point as either its Baseline GPCD or its 2006 Potable Water GPCD.

Compliance

For retail water agencies choosing the GPCD Option for compliance with the Programmatic BMPs, the retail water agency shall submit the following calculations along with supporting data as part of their first normal biennial report for that period:

- 1) Potable Water GPCD for each year in the baseline period;
- 2) 2018 GPCD Target and five Biennial GPCD Targets; and

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A retail water agency shall be considered to be in compliance with the BMPs in any reporting period when it submits the following:

- 1) Complete “Water Supply & Reuse” and “Accounts & Water Use”
- 2) Supporting data necessary to calculate that reporting period’s Potable Water GPCD; and
- 3) Calculations showing the reporting period’s Potable Water GPCD is less than or equal to that period’s Biennial GPCD Target, or Highest Acceptable Bound when the period’s Potable Water GPCD has been weather-adjusted.

Compliance will be evaluated in relation to the Compliance Table below and relative progress toward the goal will be acknowledged in Council Compliance Reports. For signatory agencies signing the MOU after July 1, 2009, the compliance table will be read as five increments with reporting goals relative to their 1st through 5th Compliance reports.

Compliance Table

| Year | Compliance Report | Target (% Baseline) | Highest Acceptable Bound (%Baseline) |
|------|-------------------|---------------------|--------------------------------------|
| 2010 | 1 | 96.4 | 100 |
| 2012 | 2 | 92.8 | 96.4 |
| 2014 | 3 | 89.2 | 92.8 |
| 2016 | 4 | 85.6 | 89.2 |
| 2018 | 5 | 82 | 82 |

Appeals

An appeals/ adjustment process will be available, as outlined in the MOU Compliance Policy, for substantiated exceptional impacts to GPCD such as exceptional use of potable water for wildfire suppression and significant changes to a signatory’s economic or customer demographics.

Signatories that signed the MOU prior to 1997 (the beginning of the Baseline Period), and that can substantiate significant investments in conservation leading to declines in water consumption as measured by GPCD, may file an appeal to adjust the baseline period to reflect per capita water demands in the period prior to their signing the MOU.

GPCD Calculation Refinement

CUWCC GPCD subcommittee shall provide, no later than December 31, 2009, acceptable methods retail water agencies may use when weather-normalizing data for compliance with this BMP. Additional methods or revisions to these methods may be approved by the Steering Committee from time-to-time.

EXHIBIT 2. CALIFORNIA URBAN WATER CONSERVATION COUNCIL

As Amended on December 10, 2008

1. The California Urban Water Conservation Council (the "Council") will be comprised of a representative of each of the signatories to the MOU.
2. The Council's responsibilities and authorities include:
 - a. Recommending study methodologies for Best Management Practices ("BMPs"), including procedures for assessing the effectiveness and reliability of urban water conservation measures.
 - b. Developing guidelines including discount rate to be used by all signatories in computing BMP benefits and costs pursuant to Exhibit 3.
 - c. Reviewing and modifying the economic principles set forth in Exhibit 3.
 - d. Collecting and summarizing information on implementation of BMPs and Potential Best Management Practices ("PBMPs").
 - e. Adopting or modifying BMPs and PBMPs lists.
 - f. Adopting or modifying reliable water conservation savings data for BMPs.
 - g. Adopting or modifying the schedules of implementation for existing and new BMPs.
 - h. Adopting or modifying the schedules for research and demonstration projects for BMPs and PBMPs.
 - i. Coordinating and/or making recommendations regarding BMPs study and demonstration projects.
 - j. Accepting or denying requests for additional parties to join the MOU and assigning additional parties to one of the three signatory groups as described in Section 1.3 of the MOU.
 - k. Reviewing and modifying report formats.
 - l. Making annual reports to the State Water Resources Control Board and the Council Members on the above items based on the format described in Exhibit 5.
 - m. Within two years of the initial signing of this MOU, developing and implementing procedures and a funding mechanism for independent evaluation of the MOU process at the Council and signatory levels.
 - n. Undertaking such additional responsibilities as the Members may agree upon.

EXHIBIT 2

3. The Council will make formal reports to the State Water Resources Control Board and to the governing bodies of all Council Members. Such reports shall include a formal annual written report. Other reports such as status reports and periodic updates may be prepared as deemed appropriate by the Council. Any Member of the Council will be entitled to review draft reports and comment on all reports. Such comments shall be included in any final report at the Member's request.
4. It is anticipated that the Council will develop a committee structure, which will include a Membership Committee as described in Section 7.2 of the MOU. A Board of Directors and one or more technical committees may also be needed.
5. For purposes of the Council, signatories will be divided into three groups: water suppliers ("Group 1"), public advocacy organizations ("Group 2") and other interested groups ("Group 3") as those terms are defined in Section 1 of the MOU. Members of Groups 1 and 2 shall be Signatory members of the Council and shall possess all voting rights. Members of Group 3 shall be Signatory members and shall not have voting rights, but shall act in an advisory capacity to the Council. Beginning January 1, 2004 members shall become Full Members of the Council upon payment of the annual assessment as invoiced by the Council according to Section 11.01 of the Council's Bylaws. Full members shall be eligible to receive all services and benefits available from the Council's resources. For Group 2 members, payment shall mean payment in cash and/or in kind services. Officers and members of the Council Board of Directors shall be Full Members in good standing.
6. Decisions by the Council to undertake additional responsibilities; to modify the MOU itself; or to modify Exhibits 2 or 3 require the following:
 - a. The Council will provide notice to all signatories giving the text of the proposed action or modification at least 60 days in advance of the vote by the Council.
 - b. To pass the action or modification, there must be a vote in favor of the action or modification by at least 2/3 of the members of Group 1 voting, including votes made in person or in writing, and a vote in favor of the action or modification by at least 2/3 of the members of Group 2 voting, including votes made in person or in writing.
7. All other modifications and Council actions shall be undertaken as follows: There must be a vote in favor of the modification or action by a simple majority of the members of Group 1 voting, including votes made in person or in writing, and a vote in favor of the modification or action by a simple majority of the members of Group 2 voting, including votes made in person or in writing.

EXHIBIT 3. PRINCIPLES TO GUIDE THE PERFORMANCE OF BMP ECONOMIC (COST-EFFECTIVENESS) ANALYSIS

Amended April 8, 1998

1. The total cost-effectiveness of a conservation measure will be measured by comparing the present value of the benefits of the measure listed in paragraph 3 below to the present value of the costs listed in paragraph 4. The measure will be cost-effective if the present value of the benefits exceeds the present value of the costs.
2. The cost-effectiveness of a conservation measure to the water supplier will be measured by comparing the present value of the benefits described in paragraph 5 to the present value of the costs described in paragraph 6. The measure will be cost-effective if the present value of the benefits exceeds the present value of the costs.
3. Total benefits exclude financial incentives received by water suppliers or by retail customers. These benefits include:
 - a. avoided capital costs of production, transport, storage, treatment, wastewater treatment and distribution capacity.
 - b. avoided operating costs, including but not limited to, energy and labor.
 - c. environmental benefits and avoided environmental costs.
 - d. avoided costs to other water suppliers, including those associated with making surplus water available to other suppliers.
 - e. benefits to retail customers, including benefits to customers of other suppliers associated with making surplus water available to these suppliers.
4. Total program costs are those costs associated with the planning, design, and implementation of the particular BMP, excluding financial incentives paid either to other water suppliers or to retail customers. These costs include:
 - a. capital expenditures for equipment or conservation devices.
 - b. operating expenses for staff or contractors to plan, design, or implement the program.
 - c. costs to other water suppliers.
 - d. costs to the environment.
 - e. costs to retail customers.
5. Program benefits to the water supplier include:
 - a. costs avoided by the water supplier of constructing production, transport, storage, treatment, distribution capacity, and wastewater treatment facilities, if any.

EXHIBIT 3

- b. operating costs avoided by the water supplier, including but not limited to, energy and labor associated with the water deliveries that no longer must be made.
 - c. avoided costs of water purchases by the water supplier.
 - d. environmental benefits and avoided environmental costs.
 - e. revenues from other entities, including but not limited to revenue from the sale of water made available by the conservation measure and financial incentives received from other entities.
6. Program costs to the water supplier include:
- a. capital expenditures incurred by the water supplier for equipment or conservation devices.
 - b. financial incentives to other water suppliers or retail customers.
 - c. operating expenses for staff or contractors to plan, design, or implement the program.
 - d. costs to the environment.
7. The California Urban Water Conservation Council ("Council") will be responsible for developing guidelines that will be used by all water suppliers in computing BMP benefits and costs. These guidelines will include, but will not be limited to, the following issues:
- a. analytical frameworks.
 - b. avoided environmental costs.
 - c. other impacts on the supply system that may be common to many water suppliers.
 - d. time horizons and discount rates.
 - e. avoided costs to non-water supply agencies.
 - f. benefits and costs to retail customers.
 - g. benefits of water made available to other entities as a result of conservation efforts.
- These guidelines will recognize the uniqueness of individual water suppliers and will therefore not impose excessive uniformity.
- [Note: In September 1996, the Council adopted "Guidelines for Preparing Cost-Effectiveness Analyses of Urban Water Conservation Best Management Practices"]
8. Within these guidelines, each water supplier will be responsible for analyses of the cost-effectiveness of particular BMPs on its system. These analyses will be reviewed by the Council.
9. The Council will also be responsible for periodically reviewing the overall framework set forth in this Exhibit.

EXHIBIT 4. SWRCB ANNUAL REPORT OUTLINE

As Amended on December 10, 2008

I. Administration and Project Funding

II. Council Activity on Best Management Practices

- BMP Reporting on Council Signatories
 - Revised BMP Reporting Forms
 - BMP Biannual Reporting Results
 - BMP Biannual Data Highlights
- BMP Exemption Policy
- BMP Modifications

III. Technical Assistance

IV. General Outreach

Tables

- Table 1: Council MOU Urban Water Conservation Best Management Practices
- Table 2: Comparison of Retail and Wholesale BMP Reporting Requirements
- Table 3: Conservation Milestones
- Table 4: Technical Assistance Provided to Members

Figures

- Figure 1: Number of Water Suppliers Filing BMP Reports per Annum
- Figure 2: Year-by-Year Council Signatory Growth
- Figure 3: CUWCC Signatory Member Water Use as a Percentage of California Urban Water Use
- Figure 4: Percentage of CUWCC Membership Submitting BMP Reports Historical Period to Date
- Figure 5: Percentage of Reporting Units in Compliance with BMPs Historical Period to Date

Attachments

- Attachment A: Council Signatories as of End of Year
- Attachment B: Strategic Plan
- Attachment C: Council Budget
- Attachment D: Council Organization Chart
- Attachment E: Board of Directors Officers
- Attachment F: Signatory Agencies that Submitted Some or All BMP Reports during Reporting Period
- Attachment G: Signatory Agencies Not Submitting BMP Reports during Reporting Period

EXHIBIT 5. BYLAWS

As Amended on September 16, 2009

ARTICLE I Recitals and Definitions

Section 1.01. Name of Corporation. The name of this corporation shall be California Urban Water Conservation Council. In the balance of these Bylaws the corporation shall be referred to as the "Council."

Section 1.02. The Council Is Nonprofit. The Council has been formed pursuant to the California Nonprofit Corporation Law as a public benefit corporation.

Section 1.03. Specific Purpose. The specific and primary purpose of the Council is to implement the MOU, as defined in Section 1.05(c), below, which has been executed by and among signatories comprised of the water suppliers, public advocacy organizations and other interested groups that are more particularly described in Section 3.01, below. Without limiting the foregoing, the Council shall make formal reports to the State Water Resources Control Board and to the governing bodies of all Council Members. Such reports shall include a formal annual written report. Other reports, such as status reports and periodic updates, may be prepared as deemed appropriate by the Council.

Section 1.04. Restrictions. All policies and activities of the Council shall be consistent with and limited by the MOU and shall also be consistent with: (a) applicable federal, state and local antitrust and trade regulation laws; (b) applicable tax-exemption requirements, including the requirement that no part of the Council's net earnings inure to the benefit of any private individual; and (c) all other legal requirements including the California Nonprofit Corporation Law under which the Council is incorporated and to which its operations are subject, as amended from time to time.

Section 1.05. Defined Terms. The following terms shall, when used in these Bylaws, have the following meanings:

(a) Chair and Vice Chair mean and refer to the persons who, from time to time, occupy those positions on the Board of Directors that are analogous to the positions of Chair and Vice Chair of a nonprofit corporate board. The Chair and Vice Chair shall have the duties and responsibilities more particularly defined in Section 9.05, below.

(b) Council means and refers to the California Urban Water Conservation Council.

(c) Full Member means a Signatory Member of the Council who has paid the current annual assessment in full.

(d) Member means and refers to an organization that is a signatory to the MOU. Council Members shall be assigned to one of the three group classifications of membership more particularly defined in Section 3.03, below. When used generally, Member means Signatory Member. A Full Member of the Council is a Signatory Member entitled to full Council privileges and benefits.

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(e) MOU means and refers to the Memorandum of Understanding Regarding Urban Water Conservation in California dated September 1991, and as the MOU may be amended from time to time.

(f) Plenary, Session or Plenary Meeting means and refers to a meeting of the Council Members (see Article V, below).

(g) Signatory Member means an organization that is a signatory to the MOU.

(h) Signatory and Signatory Organization mean and refer to qualified organizations which have executed the MOU and which have been accepted for membership in the Council in accordance with Section 3.02, below.

(i) Board of Directors means the Committee constituted and empowered as set forth in Article VII, below. The Board of Directors shall have the duties and powers of the board of directors of a California nonprofit public benefit corporation (California Corporations Code section 5210) subject to the limitations imposed on the Board of Directors by the California Nonprofit Public Benefit Corporation Law, the MOU and these Bylaws (see particularly Article VI, below, entitled "Actions Requiring Council Member Approval"). Accordingly, the Board of Directors is not a committee as the word "committee" is defined in Article X, below, or in California Corporations Code section 5110 et seq.

ARTICLE II Principal Office

Section 2.01. Location of Principal Office. The principal office of the Council will be located at such place within the State of California as the Board of Directors may from time to time designate by resolution. Currently, the address of the principal office is 455 Capitol Mall, Suite 703, Sacramento, California.

ARTICLE III Council Membership

Section 3.01. Members of the Council. The membership of the Council shall be comprised of, and limited to, organizations that are signatories to MOU. Eligible signatories are: (1) water suppliers ("Group 1 Signatories"); (2) public advocacy organizations ("Group 2 Signatories"); and (3) other interested groups ("Group 3 Signatories"). Those three Groups are more particularly defined in Section 3.03, below.

Section 3.02. Application for Membership. As provided in Section 7.2 of the MOU, the Council shall have a Membership Committee which shall have the responsibility of evaluating new signatory applicants for Membership in the Council and recommending to the Council approval or disapproval of the applicant and the recommended category of membership for the applicant. The Council may adopt and use an application form to be completed by MOU Signatory Organizations in order to guide the Council's Membership Committee in making recommendations to the Council regarding the proper Group classification for new signatories.

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The Membership Committee shall consider applications and decide on the appropriate classification of new Signatory Organizations. Following action by the Membership Committee, the Committee's action shall be ratified by the Council Members at the Plenary meeting next following admittance of the new member organization to the Council. As of the date of the adoption of these Bylaws, the Members of the Council and their respective Group classifications (which are ratified and affirmed by the Members' approval of these Bylaws) are as set forth in Exhibit "5A".

Section 3.03. Classifications of Membership; Definition of Signatory Groups.

The Council has three classes of membership comprised of the signatory groups identified in subparagraphs (a) through (c) of this Section 3.03:

(a) Water Suppliers -- Group 1 Signatories. Group 1 Signatories include and are limited to "water suppliers". A water supplier is any entity, including a city, which delivers or supplies water for urban use at the wholesale or retail level.

(b) Public Advocacy Organizations -- Group 2 Signatories. Group 2 Signatories include and are limited to public advocacy organizations. A "public advocacy organization" is defined to mean a nonprofit organization exempt from tax and described in either Internal Revenue Code section 501(c)(3) or 501(c)(4); which has as one of its significant missions and exempt purposes, environmentally sound management and conservation of California's waterways and water resources and/or protection of the environment; and which has a clear, but non-vested, interest in advancing the Best Management Practices ("BMPs") of the MOU. No public advocacy organization may be admitted to the Council's membership if such organization has a primary function of representing trade, industrial or utility entities.

(c) Other Interested Groups -- Group 3 Signatories. Group 3 Signatories include other organizations, approved for membership as provided in Section 3.02, above, which have a strong interest in, and commitment to, the purposes of the Council, but which are not eligible for inclusion in either Group 1 or Group 2.

Section 3.04. Representatives of Signatory Organizations. Each MOU Signatory shall designate one representative to the Council. The Signatory Organization shall be responsible for informing the Council of the identity of its designated representative at all appropriate times. Signatories may also name substitute representatives to attend meetings in place of the designated representative. Substitute representatives have the same voting rights as the Signatory's designated representative, but may not serve as an officer of the Council. Only one representative from any Signatory Organization may vote on any matter presented to the Council Members, to the Board of Directors, or as the designated member of any committee appointed and constituted in accordance with Article X, below; provided, however, that the same person can be designated as the representative or as a substitute representative of more than one Signatory Organization within the same Group classification. Designated and substitute representatives of Council Members are referred to in these Bylaws as "Representatives."

Section 3.05. Term of Membership. Each organization that signs the MOU and is admitted to membership in the Council shall remain a Member until the organization no longer qualifies for membership under Section 3.01, above or wishes to withdraw. Organizations listed in Exhibit "5A" shall be deemed to meet the qualification requirements of Section 3.01.

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As Amended on September 16, 2009

ARTICLE IV Membership Voting

Section 4.01. Member Voting Rights.

(a) Generally. Only Group 1 Signatory Members and Group 2 Signatory Members have voting rights with respect to matters requiring the approval of Council Members under the MOU and these Bylaws (see particularly Article VI, below). Collectively, those two Groups are referred to as the "Voting Members" whenever these Bylaws discuss the voting rights of Council Members. On each matter submitted to a vote of the Voting Members, whether at a meeting of the membership called and held pursuant to the provisions of these Bylaws or otherwise, each Voting Member shall be entitled to cast one vote. Group 3 Signatory Members have no voting rights.

(b) Required Vote for Valid Action. Unless these Bylaws specifically confer authority on Group 1 Signatory Members or Group 2 Signatory Members to take unilateral action with respect to a particular matter (such as caucus votes to fill Group vacancies on the Board of Directors), any action requiring the vote or approval of the Voting Members of the Council shall require the affirmative vote of a majority of each of Group 1 and Group 2 Signatory Members, as to those actions identified in Section 6.02 (b), below, and a two-thirds affirmative vote of each of Group 1 and Group 2 Signatory Members as to those actions identified in Section 6.02(a), below. As to any other action or approval of the Voting Members not specifically identified in Section 6.02, below, the required affirmative vote shall be a majority of each of Group 1 and Group 2 Signatory Members.

Section 4.02. Manner of Casting Votes.

(a) Voting at a Meeting or by Written Ballot. Voting by Group 1 and Group 2 Signatory Members may be by voice or by written ballot solicited in accordance with section 5513 of the California Corporations Code, and Section 4.03 below. The vote on any other issue properly before a Plenary meeting of the Council Members shall be conducted by secret ballot when determined by the chairman of the meeting, in his or her discretion, or when requested by 10 percent of the Voting Members present at the meeting.

(b) Proxy Voting. Proxy voting shall be permitted on any matter put to the vote of the Council Members subject to the following restrictions:

(i) If a Group 1 or Group 2 Signatory Organization cannot be represented at a Plenary meeting by the Group's designated Representative or substitute Representative, the Group can, by written proxy, authorize another Representative of a Signatory Organization within the same Group classification to appear and vote on behalf of the absent Signatory Organization.

(ii) The proxy shall only be valid for the Plenary meeting for which it is issued, and for any adjournment thereof.

(iii) The proxy shall be in the form of a limited proxy which is defined as a proxy which instructs the proxy holder how he or she is to vote with respect to each matter which is scheduled to be presented at the Plenary for action by the Council Members.

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As Amended on September 16, 2009

Section 4.03. Action by Written Ballot Without a Meeting.

(a) Written Ballots, Generally. In addition to voting in person or by proxy at Council Plenaries, any matter or issue requiring the vote of the Council Members, other than the election of the Board of Directors, may be submitted to the Voting Members for a vote by use of a written ballot without the necessity of calling a Plenary of the Council Members, so long as the requirements for action by written ballot set forth in this Section 4.03 are met. The determination to seek Member approval by written ballot shall be made by a majority vote of each of Group 1 and Group 2 Representatives on the Board of Directors.

(b) Distribution of Written Ballots. In the event that any matter or issue is to be voted upon by written ballot, the Committee shall distribute the written ballot to every Voting Member at least 30 days prior to the final date the written ballots are to be received for counting.

(c) Content of Written Ballots. Any written ballot distributed to the Voting Members to vote on an issue other than the election of the Committee shall set forth the proposed action, and provide an opportunity to specify approval or disapproval of the proposal.

(d) Balloting Time Requirements. All written ballots shall also provide a reasonable time within which to return the written ballot to the Council's principal office and shall state on its face or in an accompanying notice the date by which the written ballot must be returned in order to be counted. The time fixed for the return of ballots may only be extended if the Committee notifies the Voting Members (in the balloting materials originally sent to Council Members) that the right to extend has been reserved and then for no more than two successive periods of 30 days each. The time stated for the return of written ballots can be scheduled to coincide with the date of a Plenary meeting.

(e) Requirements for Valid Action. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum specified in Section 5.05, below, and the number of approvals equals or exceeds the number of votes that would be required to approve the action if approval was sought at a meeting of the Council Members.

(f) Solicitation Rules. Written ballots shall be solicited in a manner consistent with the requirements of Section 5.04, below, pertaining to the issuance of notice of Council Members' Plenary meetings. All solicitations of written ballots shall indicate the number of responses needed to meet the quorum requirement for valid action and shall state the percentage of affirmative votes necessary to approve the measure submitted for Council Member approval.

(g) Notification of Balloting Results. Upon tabulation of the written ballots, the Board of Directors shall notify the Council Members of the outcome of the vote immediately following the close of the balloting process and tabulation of the ballots. If the number of ballots cast is insufficient to constitute a quorum, the Board of Directors shall so notify the Council Members.

(h) Prohibition of Revocation. Once cast, a written ballot may not be revoked.

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As Amended on September 16, 2009

ARTICLE V Plenary Meetings of the Council

Section 5.01. Place of Meeting. Plenary meetings of the Council Members may be conducted at any reasonable place within the State of California and at such time as may be designated by the Board of Directors in the notice of the Plenary.

Section 5.02. Annual Plenary Meeting. There shall be an annual Plenary meeting in December of each year. The date, time and location of the Plenary shall be set forth in the notice of meeting sent to the Council Members in accordance with Section 5.05, below.

Section 5.03. Other Regular Meetings. In addition to the annual Plenary meeting, there shall be three additional quarterly Plenary meetings of the Council Members on a day and at a time and place determined by the Board of Directors and communicated to all Council Members at the inception of each calendar year.

Section 5.04. Special Meetings.

(a) **Persons Entitled to Call Special Meetings.** A simple majority of the members of the Board of Directors, or the Chair, may call special meetings of the Council Members at any time to consider any lawful business of the Council. In addition, five percent or more of the Voting Members of the Council may request that a Plenary be convened.

(b) **Procedures for Calling Special Meetings Requested by Council Members.** If a special Plenary meeting is called by the Voting Members, the request shall be submitted by the requesting Council Members in writing, specifying the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by electronic transmission or by facsimile transmission to the Chair, the Vice Chair, or the secretary of the Council. The officer receiving the request shall cause notice to be promptly given to the Council Members entitled to vote, in accordance with the provisions of Section 5.05, below, that a special Plenary will be held, and the date, time and specific purpose for such meeting, which date shall be not less than 35 nor more than 90 days following the receipt of the request. If the notice calling for a special Plenary meeting is not given within the 20 days after receipt of the petitioner's request, the Council Members requesting the meeting may give the notice. Nothing contained in this subsection shall be construed as limiting, fixing, or affecting the time when a Plenary meeting of Council Members may be held when the meeting is called by action of the Board of Directors or the Chair.

Section 5.05. Notice of Meetings of the Council's Members.

(a) **Generally.** All notices of Plenary meetings of Council Member Meetings (whether regular or special) shall be sent or otherwise given in writing to each Member who, on the record date for notice of the meeting (as provided in Section 5.09, below) is entitled to vote thereat, in accordance with subparagraph (c) of this Section 5.05, not less than 10 nor more than 90 days before the date of the meeting. The notice shall specify the place, date, and hour of the Plenary and (i) in the case of a special Plenary meeting, the general nature of the business to be transacted, and no other business may in that case be transacted, or (ii) in the case of a regular Plenary meeting, those matters which the Board of Directors, at the time of giving the notice, intends to

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present for action by the Council Members; but any proper matter may be presented at the Plenary for action by the Council Members so long as a quorum is present.

(b) Mailing of Notice. Notice of any Plenary meeting of Council Members shall be given either personally or by first-class mail, or other written communication, charges prepaid, addressed to each Member either at the address of that Member appearing on the books of the Council or the address given by the Member to the Council for the purpose of notice. If for any reason notice is given by mail and the notice is not sent by first-class, registered or certified mail, the notice shall be given not less than 20 days (nor more than 90 days) before the meeting. Notice shall be deemed to have been given at that time when delivered personally or deposited in the mail or when sent by other means of written communication.

(c) Affidavit of Mailing; Effect Thereof. An affidavit of the mailing or other means of giving any notice of any Council Plenary meeting may be executed by the secretary or the assistant secretary of the Council, and if so executed, shall be filed and maintained in the minutes book of the Council. The secretary's affidavit shall constitute prima facie evidence of the giving of notice.

Section 5.06. Quorum Requirements.

(a) A quorum of the Council Members for the purpose of conducting business at any Plenary Meeting shall be at least 30 Voting Members, provided at least 10 percent of the Group 1 Signatory Members and 10 percent of the Group 2 Signatory Members are present. In addition, when a Plenary is actually attended by less than one-third of the voting power of Council Members (but at which a quorum is present), the only matters upon which action can be validly taken are those matters the general nature of which was described in the notice of the Plenary meeting.

(b) The Council Members present at a duly held Plenary meeting at which a quorum is initially present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Council Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least (i) a majority of the Council Members required to constitute a quorum; and (ii) if applicable, by such greater percentage or class vote as may be required by these Bylaws (see Section 6.02, below). For example, if a Plenary Meeting is called and is initially attended by 31 Voting Members and prior to adjournment two Voting Members leave the Plenary (thus leaving less than a quorum), a motion to approve the annual budget for the Council could nevertheless be entertained and valid action taken.

(c) When Council Member approval is sought by written ballot (rather than at a Plenary) the minimum quorum requirement is satisfied when written ballots are returned to the Council within the prescribed balloting period from both (i) 30 or more Voting Members of the Council, and (ii) at least ten percent (10%) of the Group 1 Signatory Members and ten percent (10%) of the Group 2 Signatory Members. In addition to satisfying the minimum quorum requirement for valid action, the vote by written ballot must also be approved by the requisite percentage of Group 1 and Group 2 Signatory Members (see Sections 4.01(b) and 6.02).

Section 5.07. Adjourned Meeting. Any Plenary meeting of the Council, annual or special, whether or not a quorum is present, may be adjourned to another time and/or place (but not for more than 45 days) by the vote of the majority of the Council Members represented at the Plenary, either in person or by proxy. Unless there is an absence of a quorum (in which case no

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other business may be transacted at that meeting except as provided in Section 5.06(b) above), the Voting Members attending the reconvened Plenary may take any action that might have been transacted at the original meeting. When a Plenary meeting of the Council's Members is adjourned to another time or place, notice need not be given of the new meeting if the time and place thereof are announced at the Plenary at which the adjournment is taken. Notwithstanding the foregoing, if after adjournment a new record date is fixed for notice or voting, a notice of the rescheduled meeting must be given to each Member who on the record date for notice of the meeting is entitled to vote thereat.

Section 5.08. Waiver of Notice or Consent by Absent Council Members.

(a) Waiver and Consents, Generally. If decisions are made by the Council Members at a Plenary where a quorum is present, but for which proper notice was not given to all Council Members for whatever reason, the decisions made at that Plenary will be valid if, either before or after the meeting, each Member entitled to vote who was not present at the meeting consents to the meeting by signing a written (i) waiver of notice; (ii) a consent to holding the Plenary; or (iii) an approval of the minutes of the Plenary. The waiver of notice need not specify the purpose or general nature of business to be transacted at such meeting unless action is taken or proposed to be taken on matters specified in Section 5.05(b), above, in which case, the waiver of notice must state the general nature of the matter. All such waivers, consents or approvals shall be filed with the Council records or be made part of the minutes of the meeting.

(b) Effect of Attendance at Plenary. Attendance by a Council Member Representative at a Plenary meeting shall also constitute a waiver of notice of that Plenary with respect to that Member, except when a member Representative attends the Plenary for the sole purpose of objecting at the beginning of the Plenary to the transaction of any business due to the inadequacy or illegality of the notice.

ARTICLE VI

Actions Requiring Council Member Approval

Section 6.01. Council Actions Requiring Member Approval. In addition to those matters requiring approval of the Members under the California Nonprofit Public Benefit Corporation Law or other applicable laws, the following actions of the Council shall require approval of the Voting Members:

(a) Recommending to Signatory Organizations study methodologies for Best Management Practices ("BMPS"), including procedures for assessing cost effectiveness and reliability of urban water conservation measures.

(b) Development of guidelines, including discount rates, to be available to all signatories in computing BMP benefits and costs pursuant to Exhibit 3 of the MOU.

(c) Reviewing and modifying the economic principles set forth in Exhibit 3 of the MOU.

(d) Collecting and summarizing information on implementation of BMPs and Potential Best Management Practices ("PBMPs").

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- (e) Adopting or modifying BMP and PBMP lists.
- (f) Adopting or modifying reliable water conservation savings data for BMPs.
- (g) Adopting or modifying the schedules of implementation for existing and new BMPs.
- (h) Adopting or modifying the schedules for research and demonstration projects for BMPs and PBMPs.
- (i) Coordinating and/or making recommendations regarding BMP study and demonstration projects.
- (j) Approving or disapproving Membership Committee recommendations for the addition of parties as Signatory Organizations to the MOU and assigning additional parties to one of the three Signatory groups as described in Section 1.3 of the MOU, or as designated by the Members of the Council (see Section 3.02, above).
- (k) Reviewing and modifying report formats for agency implementation programs.
- (l) Making annual reports to the State Water Resources Control Board and the Council Members on the above items based on the format described in Exhibit 5 of the MOU.
- (m) Undertaking such additional responsibilities as the Members of the Council may agree upon.

Section 6.02. Required Member Vote to Approve Various Actions. The following Member approval requirements apply to particular actions of the Council, as listed in subparagraphs (a) and (b), of this Section 6.02:

(a) Actions Requiring Two-Thirds Vote. Any decision by the Council to (i) undertake additional responsibilities not currently described in the MOU and its Exhibits; (ii) modify or amend the MOU itself; (iii) modify Exhibits 2 or 3 of the MOU; or (iv) develop guidelines, including discount rates, to be available to all Signatories in computing BMP benefits and costs pursuant to Exhibit 3 of the MOU shall require both of the following:

(1) Written notification by the Council to all Members, giving the text of the proposed action or modification, at least 60 days in advance of the date of a regular or special meeting called by the Council to vote on the matter; and

(2) Approval of the proposed action or modification by the affirmative vote of at least two-thirds of each of the Group 1 and Group 2 Signatory Organizations actually voting on the matter.

Although a meeting shall be called to coincide with the final date for return of ballots, approval of the Voting Members shall be solicited by use of a written ballot in accordance with Section 4.04, above.

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(b) Actions Requiring Majority Member Approval. The following actions shall require the affirmative vote of at least a simple majority of each of the Group 1 and Group 2 Signatory Organizations actually voting on the matter:

(i) Approving the annual budget for the Council following presentation of the budget by the Board of Directors;

(ii) Adopting or modifying Best Management Practices and Potential Best Management Practices;

(iii) Approval and adoption of Council Strategic Plans;

(iv) Accepting or denying recommendations of the Membership Committee for the addition of parties as Signatory Organizations to the MOU and thereby the admission of the proposed Signatory Organization to one of the three classes of Council Membership, following review of the prospective applicant and recommendation of approval or denial by the Council Membership Committee;

(v) Adoption of Council policies, procedures and rules consistent with these Bylaws and the MOU; and

(vi) Approval of amendments to these Bylaws, other than any amendment to subparagraph (a), above.

Section 6.03. Right of Members to Comment on Council Reports. Any Member of the Council shall be entitled to review draft reports prepared by the Council (see Section 1.03, above) and to comment on all reports. Such comments shall be included in any final report at the request of the Member submitting the comments.

ARTICLE VII Board of Directors of the Council

Section 7.01. General Corporation Powers. Subject to the requirement of Council Member approval of certain actions pursuant to these Bylaws or by State law, the business and affairs of the Council shall be vested in and exercised by the Council's Board of Directors which is referred to herein as the "Board of Directors". The Board of Directors may delegate the management of the activities of the Council to any person or persons, management company or committee, provided that notwithstanding any such delegation the activities and affairs of the Council shall continue to be managed and all corporate powers shall continue to be exercised under the ultimate direction of the Board of Directors. All elected members of the Board of Directors shall be Full Members of the Council in good standing as defined in Section 11.01 of these bylaws

Section 7.02. Composition, Selection and Term.

(a) Composition of the Board of Directors. The Board of Directors shall consist of the following persons: Group 1 Representatives shall select from among themselves up to nine MOU

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signatories whose Representatives shall serve as voting members of the Board of Directors. Group 2 Representatives shall select from among themselves up to eight MOU signatories whose Representatives shall serve as voting members of the Board of Directors. Advisory members of the Council representing Group 3 MOU signatories shall select, from among themselves, up to four MOU signatories, whose Representatives shall serve as non-voting members of the Board of Directors. In addition, all officers of the Council shall be members of the Board of Directors and have the same voting rights on the Board of Directors as their respective Groups. Finally, the following persons shall serve as non-voting ex-officio members of the Board of Directors: (i) the outgoing Chair shall be a Board of Directors member for the calendar year immediately following his or her term of office; and (ii) one designee from each of those State and Federal agencies selected by the Board of Directors as a result of the agencies' involvement in California water allotments, distribution, programs and/or policies shall serve as ex-officio members of the Board of Directors. Currently, the California Department of Water Resources and the U.S. Bureau of Reclamation have designees to the Board of Directors.

(b) Terms of Office. Board of Directors members shall hold office for a term of two years. The terms will be staggered with half of the positions of each group being elected each year. Unlimited consecutive terms may be served.

(c) Nominating and Election Process for Board of Directors Candidates. Nominating and Election Process for Board of Directors Candidates. The Group 1 Signatory Members of the Council and the Group 2 Signatory Members of the Council shall nominate from among themselves candidates for election to the Board of Directors in person or in writing at the third Plenary of the year prior to the start of a new two-year term. Any nomination must be seconded by a Voting Member of the same Group, which second can be made in person or in writing, and accepted by the nominee in person or in writing to be included on the ballot. The ballots of Group 1 and 2 candidates for the Board of Directors shall be included in the Plenary Packet of the fourth and final Plenary of the year. All written nominations, seconds, and acceptances by candidates must be received by the Council prior to the start of the third Plenary.

The Voting Members of the Council shall vote on the ballot to elect Board of Directors members to represent their respective Groups at the final Plenary of each year. Cumulative voting (casting all four votes for one party) will not be permitted in any election of Board of Directors members. Absentee ballots are permitted so long as the absentee ballot is received by the Council prior to the start of the final Plenary at which the election is conducted. The successful candidates shall assume office starting January 1 of the following year. Votes may be made in person or in writing. Group 1 Council Members may vote for up to four or five candidates from their respective Group depending upon the voting year. Group 2 Council Members may vote for up to four candidates from their respective Group. The top candidates from Group 1 for each Region as designated in section 7.02 (d) and the top four candidates from Group 2, as ranked by the number of votes received, shall be elected to the Board of Directors. If Group 2 nominates less than four candidates, all candidates from that Group shall be elected to the Board of Directors. If Group 1 nominates less than the total number of candidates for any Region, all candidates from that Region shall be elected to the Board of Directors. Each Signatory Member shall be able to cast one ballot for all seats open for their respective Group in a given election.

(d) Regions. For purpose of selecting Board members from Group 1 there are three (3) Regions of the State; Coastal, Inland, and South. The Regional Boundaries are defined in the Regional Voting Structure Policy document and Map of which a true copy is kept at the CUWCC

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office, and available to the public. The Boundaries of the Regions may be changed with approval of the Board of Directors and the Plenary membership. Signatories with service areas in more than one Region may run for the Board in the Region in which the greatest population is served.

(e) Apportionment. Regional apportionment of the Group 1 seats on the Board shall follow the formula set out in the Regional Voting Structure Policy document based upon the average of the proportion of total Group 1 signatories per Region and the proportion of population served by Group 1 member agencies within a Region, times nine seats. Each Region will have at least one (1) seat and no more than five (5) seats on the Board. Signatories with service areas in more than one region will be counted as one (1) signatory, and the population served in each region will be counted for that region as part of the apportionment calculation. The apportionment will be reviewed every four years beginning in 2015 by a Committee appointed by the Board, and as defined in the Regional Voting Structure Policy document. Any changes to apportionment will be approved by the Board and the Plenary

Section 7.03. Resignation and Removal from Office; Filling of Vacancies

(a) Resignation. Any member of the Board of Directors may resign at any time, effective upon giving written notice to the Executive Director or the Chair or Vice Chair, unless the resigning member's notice specifies a later time for the effectiveness of the resignation. If the resignation is to be effective at some future time, a successor may be elected or designated (as the case may be) to fill the vacancy when the resignation becomes effective.

(b) Removal. A sitting member of the Board of Directors may only be removed from office for cause. "Cause" shall be defined as failure of the Board of Directors member to attend at least two consecutive duly noticed meetings of the Board of Directors, and failure to adequately justify to the Committee the reason for the member's absence.

(c) Filling of Vacancies on the Board of Directors. If a vacancy occurs in any position on the Board of Directors other than Chair or Vice Chair by virtue of the death, resignation or removal of a Board of Directors member, the Signatory Organization whose Representative created the vacancy shall select a replacement Representative to serve on the Board of Directors for the unexpired term, subject to approval by the Board of Directors. If a vacancy occurs on the Board of Directors by virtue of a Signatory Organization's decision to withdraw from participation on the Board of Directors, the vacancy shall be filled from among Signatory Organizations that are of the same Group as the resigned Signatory Organization by a caucus of the withdrawing Signatory Organization's Council Member Group conducted either at the next Plenary or by telephone conference call, so long as all members of the Group are notified of the telephone conference and have an opportunity to participate. When a caucus is conducted by telephone conference, the actions taken shall be affirmed at the next Plenary. If the vacancy occurs in a Group 1 seat, the vacancy shall be filled by a Signatory Organization from the same Region of the State. If a vacancy occurs for any reason in the position of Chair or Vice Chair, for reasons other than expiration of the holder's term of office, the vacancy shall be filled by nomination of the Signatory Group of which the resigned Chair/Vice Chair was a member. If a vacancy occurs in the ex-officio positions held by any State or Federal agency (see Section 7.02(a)), the vacancy shall be filled by the governmental agency with the power of designation.

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Section 7.04. Number and Place of Meetings. The Chair of the Council, and any other persons designated by the Board of Directors, may call meetings of the Board of Directors. At the annual Plenary meeting, the Board of Directors shall adopt a schedule of regular meeting dates for the following year. Once approved, the scheduled dates may be modified, or meetings initially scheduled to be conducted in person may be changed to a meeting conducted by use of a conference telephone or other permitted electronic media by action of the Board of Directors. Except for meetings conducted in accordance with Section 7.05, below, regular and special meetings of the Board of Directors may be held at any place designated from time to time by resolution of the Board of Directors and stated in the notice of the meeting. In the absence of such designation, regular meetings shall be held at the principal office of the Council.

Section 7.05. Meetings by Conference Telephone or Other Electronic Means. Members of the Board of Directors may participate in a meeting through the use of conference telephone, electronic video screen communications, or other communications equipment. Participation in a meeting through use of a conference telephone pursuant to this subdivision constitutes presence in person at that meeting as long as all members participating in the meeting are able to hear one another. Participation in a meeting through use of electronic video screen communication or other communications equipment (other than conference telephone) constitutes presence in person at the meeting if all of the following conditions are satisfied:

- (a) Each member of the Board of Directors participating in the meeting can communicate with all of the other members concurrently;
- (b) Each member of the Board of Directors is provided the means of participating in all matters before the Board of Directors including, without limitation, the capacity to propose, or to interpose an objection to a specific action to be taken by the Council; and
- (c) The Council adopts and implements some means of verifying both of the following:
 - (i) that a person participating in the meeting is a Board of Directors member or other person entitled to participate in the Board of Directors meeting; and
 - (ii) that all actions of, or votes by, the Board of Directors are taken or cast only by the Board of Directors members and not by persons who are not Board of Directors members.

Section 7.06. Notice of Meetings.

(a) **Manner of Giving Notice.** Notice of the time and place of the annual meeting and any special meetings of the Board of Directors shall be given to each Board of Directors member by one of the following methods: (i) by personal delivery of written notice; (ii) by first-class mail, postage prepaid; (iii) by telephone communication, either directly to the Board of Directors member or to a voice messaging system or other system or technology designed to record and communicate messages; or (iv) by facsimile, electronic mail or other electronic means; provided however that if notice is given by any means other than first-class mail or direct communication with a Board of Directors member, the notice shall also be confirmed in writing mailed or sent by facsimile or electronic transmission to the Board of Directors member's address, facsimile telephone number, or electronic mail address as shown on the records of the Council. Notice of a meeting need not be given to any Board of Directors member who signs a written waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or

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after the meeting, or to any Board of Directors member who attends the meeting without protesting, prior thereto or at commencement of the meeting, the lack of notice to such Board of Directors member. All such waivers, consents and approvals shall be filed with the Council records or made a part of the minutes.

(b) Time Requirements. Notices sent by first-class mail shall be deposited into a United States mailbox at least four days before the time set for the meeting. Notices given by other permitted means must be must be given at least 48 hours prior to the scheduled time of the meeting.

(c) Content of Notices. The notice shall state the date, time, place, and the general purpose of the meeting.

Section 7.07. Quorum Requirements. A quorum of the Board of Directors shall be at least fifty percent of each of Group 1 and Group 2 Board of Directors members.

Section 7.08. Waiver of Notice. The transaction of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if (a) a quorum is present; and (b) either before or after the meeting, each of the Board of Directors members not present, individually or collectively, signs a written waiver of notice, a consent to the holding of the meeting, or an approval of the minutes thereof. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the Council records or made a part of the minutes of the meeting and shall have the same force and effect as a unanimous vote of the Board of Directors. The requirement of notice of a meeting shall also be deemed to have been waived by any Board of Directors member who attends the meeting without protesting before or at its commencement about the lack of notice.

Section 7.09. Adjournment. A majority of the Board of Directors members present, whether or not constituting a quorum, may adjourn any meeting to another time and place or may adjourn for purposes of reconvening in executive session to discuss and vote upon personnel matters, litigation in which the Council is or may become involved and orders of business of a similar nature. If the meeting is adjourned for more than 24 hours, notice of adjournment to any other time or place shall be given prior to the time of the adjourned meeting to the Board of Directors members who were not present at the time of the adjournment. Except as provided, above, notice of adjournment need not be given.

Section 7.10. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the Board of Directors, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. For purposes of this Section, "all members of the Board of Directors" shall not include any "interested director" as defined in California Corporations Code section 5233. Section 5233 of the Code defines an interested director as a director who has a material financial interest in a transaction involving the corporation he or she is serving, unless the transaction is expressly excluded from the definition of a "self dealing transaction" by other provisions of the same Code Section. See also Article XII, below ("Conflicts of Interest").

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Section 7.11. No Compensation for Board of Directors Members. Unless otherwise established by resolution of the Board of Directors, Members of the Board of Directors of the Council shall not be entitled to compensation for their services as such, although they may be reimbursed for such actual expenses as may be determined by resolution of the Board of Directors to be just and reasonable. Expenses shall be supported by an invoice or voucher acceptable to the Board of Directors

Section 7.12. Actions of the Board of Directors. All Board of Directors actions require that a quorum be present, that a majority of the Board of Directors members voting from Group 2 vote in favor of the action. For purposes of casting votes, a minimum of six (6) votes of the nine (9) Group 1 Board members must be cast for passage by Group 1 of any proposition put forth by the Board. Written proxies may serve toward the achieving the six (6) vote minimum. The Board of Directors may also act without meeting, provided that (a) the taking of the vote has previously been authorized by the Board of Directors; (b) the vote has received seven days' notice by first class mail or 48 hours notice delivered personally or by telephone or electronic media; and (c) the proposed action is approved by six (6) or more of the Group 1 and fifty percent or more of the Group 2 members of the Board of Directors voting. The Board of Directors may take action without seeking Voting Member approval only where the Voting Members have delegated such authority to the Board of Directors and only to the extent that the action is consistent with the then current version of the MOU.

ARTICLE VIII

Duties and Powers of the Board of Directors and Limitations Thereon

Section 8.01. Specific Powers. Without prejudice to the general powers of the Board of Directors set forth in Section 7.01, above, the Board of Directors shall have the following responsibilities and powers:

(a) Exercise all powers vested in a board of directors of a nonprofit public benefit corporation under the laws of the State of California.

(b) Remove all officers of the Council, and other Council employees; prescribe any powers and duties for such persons that are consistent with law, the Articles of Incorporation and these Bylaws; and fix employee compensation. Any officer removed by action of the Board of Directors shall be filled by action of the Council Members at the next Plenary meeting in accordance with Section 9.03, below.

(c) Appoint such agents and employ such other employees, including attorneys and accountants, as it sees fit to assist in the operation of the Council, and to fix their duties and to establish their compensation.

(d) Contract for and pay premiums for insurance and bonds (including indemnity bonds) which may be required from time to time by the Council.

(e) Pay all taxes and charges incurred by or levied against the Council.

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(f) Delegate its duties and powers hereunder to the Executive Director, to officers of the Council or to committees established by the Board of Directors, subject to the limitations expressed in Sections 7.01, above.

(g) Prepare or cause to be prepared budgets, and maintain a full set of books and records showing the financial condition of the affairs of the Council in a manner consistent with generally accepted accounting principles, and at no greater than annual intervals prepare a financial report, a copy of which shall be delivered to each Member of the Council as provided in Article XI, below.

(h) Appoint such committees as it deems necessary from time to time to implement the affairs of the Council in accordance with Article X, below.

(i) Open bank accounts and borrow money on behalf of the Council and designate the signatories to such bank accounts.

(j) Bring and defend actions on behalf of the Council so long as the action is pertinent to the operations of the Council.

Section 8.02. Limitations on Powers.

(a) Actions Requiring the Consent or Approval of the Voting Members. The Board of Directors shall have no authority to act with respect to any matter identified in Section 6.01, above ("Council Actions Requiring Member Approval"), unless the Members of the Council have taken action at a Plenary to specifically confer on the Board of Directors authority to act with respect to a particular matter, and then only to the extent that the action is consistent with the then current version of the MOU. The responsibilities and powers described in Section 8.01, above, have been approved by the Council Members for exercise by the Board of Directors.

(b) Self-Dealing Transactions. Notwithstanding the powers conferred on the Board of Directors pursuant to Sections 7.01 and 8.01, above, the Council shall not engage in any transaction which meets the definition of a "self-dealing transaction" as defined in California Corporations Code section 5233 unless the transaction has been approved by one of the means specified in section 5233(d). Generally speaking, section 5233 of the Corporations Code defines a "self-dealing transaction" as any transaction to which the Council is a party and in which one or more of its directors (i.e., Board of Directors members) has a material financial interest. Certain transactions are excluded by that statute from being classified as self-dealing transactions.

(c) Transactions Between Corporations Having Common Directorships. Unless it is established that the contract or transaction is just and reasonable as to the Council at the time it is authorized, approved or ratified in accordance with the requirements imposed by California Corporations Code section 5233, the Council shall not enter into a contract or transaction with any other corporation, association or entity in which one or more of the Council's Board of Directors members are directors unless the material facts as to the transaction and the Board of Directors member's common directorship are fully known or disclosed to the Board of Directors. The Board of Directors must approve, authorize or ratify any such contract or transaction in good faith and by a

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vote sufficient without counting the vote of the Board of Directors member(s) having a common directorship in another corporation that is a party to the transaction.

(d) Loans to Members of the Board of Directors or Council Officers. The Council shall not make any loan of money or property to, or guarantee the obligation of, any Board of Directors member or officer, unless the transaction is first approved by the California Attorney General. This provision shall not apply to any reasonable advance on account of expenses anticipated to be incurred in the performance of the Board of Directors member's or officer's duties.

(e) Standards for Investment. Except as provided in California Corporations Code sections 5240(c) and 5241, in the investment, reinvestment, purchase, acquisition, exchange, sale and management of the Council's investments, the Board of Directors shall:

(i) Avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the Council's capital; and

(ii) Comply with additional standards, if any, imposed by the Articles of Incorporation, these Bylaws, any resolutions duly adopted by the Board of Directors, or the express terms of any instrument or agreement pursuant to which the invested assets were contributed to the Council.

ARTICLE IX Officers

Section 9.01. Officers. The officers of the Council shall be a Chair, a Vice Chair, a Secretary and a Treasurer. All elected Officers shall be Full Members of the Council in good standing as defined in Section 11.01 of these bylaws.

Section 9.02. Qualifications. The offices of Chair and Vice Chair may only be held by Board of Directors members representing Group 1 or Group 2 MOU signatories. No person may hold more than one office at the same time, except that one person may hold the offices of Secretary and Treasurer concurrently.

Section 9.03. Selection and Term of Office. The officers shall be selected at the annual (December) Plenary meeting of the Council and shall assume office starting January 1 of the following year for a term of one year. The offices of Chair and Vice Chair shall not be held by Representatives from the same Group. The office of Chair shall alternate between Group 1 and Group 2, with the Vice Chair assuming the office of Chair in the year immediately following completion of his or her term as Vice Chair. The Secretary and Treasurer shall be a Representative of a Group 3 Signatory Organization and shall thus be nominated by the Group 3 Members, subject to approval by the Board of Directors.

Section 9.04. Election of Officers. The Council Members shall nominate candidates for the offices of Chair, Vice Chair, Secretary and Treasurer in person or in writing at the third Plenary of each year not less than 60 days prior to the Plenary during which the nominations are slated for election. Written nominations must be received by the Council at its principal office prior

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to the start of the third Plenary, either by first class letter, facsimile, or electronic message. Any nomination must be seconded by a Voting Member Representative in person or in writing, and accepted by the nominee in person or in writing to be included on the ballot. For the offices of Chair and Vice Chair, Group 1 and 2 Council Members may only nominate candidates for the office their Group will hold in the coming term. The ballot for the offices of Chair, Vice Chair, Secretary and Treasurer shall be included in the Plenary Packet of the final Plenary of each year. The Voting Members of the Council shall vote on the ballot at the final Plenary of each year. Votes may be made in person or in writing. Any absentee ballots must be received prior to the start of the Plenary to be counted. For the offices of Chair and Vice Chair, Group 1 and 2 Members may only vote for candidates for the office their Group will hold in the coming term. For each office, the candidate receiving the most votes will be awarded the office.

Section 9.05. Duties. The officers perform those duties that are usual to their positions and that are assigned to them by the Board of Directors or by the Voting Members at a Plenary, including those duties that are set forth in the position descriptions for each officer as adopted by the Board of Directors from time to time. In addition, the Chair of the Council acts as Chair of the Board of Directors; the Vice Chair acts in place of the Chair when the Chair is not available; and the Treasurer is the chief financial officer of the Council.

Section 9.06. Vacancies. If a vacancy occurs among the officers of the Council, for any reason, the Board of Directors shall elect another Representative from the same Group for the unexpired portion of the term. Signatory Organizations whose Representative serves as an officer of the Council may not substitute another individual to serve in that office.

Section 9.07. Removal of Officers. Any officer may be removed, with cause, by the Board of Directors, at any regular or special meeting, so long as written notice of the proposed action is given to the subject officer and to all Signatory Organizations of the Group that appointed the officer to office at least 30 days prior to the Board of Directors meeting at which the action to remove will be entertained. The notice of the Board of Directors shall identify, with reasonable specificity, the grounds for removal which shall either be (a) failure of the officer to attend at least two consecutive duly noticed meetings without a justified excuse as approved by the Board of Directors; or (b) repeated and material failure to perform the responsibilities of his or her office.

Section 9.08. Resignation of Officers. Any officer may resign at any time by giving written notice to the Board or to the Chair or to the secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE X

Standing and Other Committees of the Council

Section 10.01. Standing Committees of the Council. The Council has established the following Standing Committees:

(a) **The Membership Committee.** In accordance with Section 7.2 of the MOU, the Council shall have a Membership Committee comprised of three Representatives of the Group 1

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Signatories and three Representatives of the Group 2 signatories. It shall be the duty of the Membership Committee to evaluate new signatory applicants as follows: (i) designate the category of membership, if any, for which an applicant is qualified; (ii) provisionally approve or disapprove an applicant for membership according to a process approved by the Plenary; and (iii) forward any such provisional membership approvals to the Plenary for ratification.

Section 10.02. Other Committees. The Board of Directors may, by resolution, establish other standing and ad hoc committees and such committees may include persons who are not members of the Board of Directors; however, all committee members must be Representatives of a Council Member or the Executive Director of the Council. The Board of Directors, as to matters within its jurisdiction, and the Members of the Council, as to matters within their jurisdiction, may delegate management of the Council's activities to any committee to the same extent that those powers could be delegated to agents, employees or independent contractors generally, and subject to the ultimate direction of the Board of Directors. In all other respects, committees shall be limited to making recommendations and reports to the Board of Directors or to the Members at a Plenary meeting of the Council (as to matters requiring Member action or approval) and to the Executive Director regarding matters that are within their respective missions as defined by the Board of Directors in the resolution establishing the advisory committee.

Section 10.03. Limitations on Authority of Committees. No committee appointed by the Board of Directors shall:

- (a) Take any final action on any matter that, under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members or approval of a majority of all members;
- (b) Fill vacancies on the Board of Directors or the Membership Committee;
- (c) Amend or repeal Bylaws or adopt new Bylaws; or
- (d) Amend or repeal any resolution of the Board of Directors or the Council.

Section 10.04. Meetings and Actions of Committees. Meetings and actions of committees of the Council may be conducted informally, provided that all members of a committee must receive at least 10 days' prior notice of committee meetings, with notice given by one of the means sanctioned for the issuance of notice of Board of Directors meetings pursuant to Section 7.06, above. The Board of Directors may adopt additional rules for the governance of any committee it establishes, provided such rules are consistent with these Bylaws or, in the absence of rules adopted by the Board of Directors, any committee may adopt such rules for the committee's governance.

Section 10.05. Audit Committee. The Council shall have an audit committee consisting of at least three members of the Board of Directors, and may include nonvoting advisors. No employee of the Council may serve on the audit committee. Board of Directors members who receive, directly or indirectly, any consulting, advisory, or other compensatory fees from the Council may not serve on the audit committee. The audit committee shall perform the duties and adhere to the guidelines set forth in the Council's audit committee charter as amended from time to time by the Board of Directors. Such duties include, but are not limited to:

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- (a) Assisting the Board of Directors in choosing an independent auditor and recommending termination of the auditor, if necessary;
- (b) Negotiating the auditor's compensation;
- (c) Conferring with the auditor regarding the Council's financial affairs; and
- (d) Reviewing and accepting or rejecting the audit

Members of the audit committee shall not receive compensation for their service on the audit committee in excess of that provided to the directors, if any, for their service on the Board of Directors. If the Council has a finance committee, a majority of the members of the audit committee may not concurrently serve as members of the finance committee, and the chair of the audit committee may not serve on the finance committee.

Section 10.06. Compensation Committee. The Council shall have a compensation committee consisting of at least three Board of Directors members and no one who is not a Board of Directors member. No employee of the Council may serve on the compensation committee. Pursuant to California Government Code section 12586(g) and the applicable provisions of federal law, the compensation committee shall review the compensation of the executive director, president or chief executive officer and the chief financial officer annually and whenever a modification in compensation is proposed. The review shall include an evaluation of the performance of the executive director, president, and/or chief executive officer and the chief financial officer and an analysis of appropriate compensation comparability data. Based on the compensation committee's review, it shall recommend just and reasonable compensation amounts. At the request of the Chair or a majority of the Steering Council, the compensation committee shall review any issue involving staff compensation and benefits, including but limited to health and retirement plans.

ARTICLE XI Finances of the Council

Section 11.01. Assessments by the Council. The Board of Directors shall recommend annual assessment amounts for Full Council Membership. The annual assessments shall be based upon an annual budget duly approved by the Plenary as required in Section 6.02 of these Bylaws and the Council's adopted Policies. The paying of annual assessments to the Council is voluntary for all Signatory Members, but is required for the benefits of Full Membership, which include access to Council technical assistance, publications, training, and written materials. For Group 2 members, payment shall mean payment in cash and/or in kind services, as defined in the Council's policies. Officers and members of the Council Board of Directors shall be Full Members in good standing.

Section 11.02. Checks. All checks or demands for money and notes of the Council shall be signed by the Executive Director and one or more officers of the Council; except that the Executive Director of the Council shall have authority to be the sole signatory on Council checks not to exceed such amount as may be designated from time to time by the Board of Directors.

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Section 11.03. Operating Account. There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all Assessments as fixed and determined for all Members. Disbursements from such account shall be for the general need of the operation including, but not limited to, wages, repairs, betterments, maintenance, and other operating expenses of the Properties.

Section 11.04. Other Accounts. The Council shall maintain any other accounts it shall deem necessary to carry out its purposes.

Section 11.05. Financial Statements. The Board of Directors, through the audit committee, shall cause an audit of the financial affairs of the Council to be made at least every 12 months. Such audit shall reflect the financial condition of the Council as of the date of the audit and shall summarize the financial transactions in which the Council was involved during the period between the last of such audits and the date of the current audit. A copy of the audit shall be available for examination by each of the Board of Directors members of the Council. A copy of any annual financial statement and any income statement of the Council for each quarterly period of each fiscal year, and any accompanying balance sheet of the Council as of the end of such period, that has been prepared by the Council shall be kept on file in the principal office of the Council for 12 months.

The income statements, statements of changes in financial position, and balance sheet referred to in this Section shall be accompanied by the report, if any, of any independent accountants engaged by the Council or the certificate of an authorized officer of the Council that the financial statements were prepared without audit from the books and records of the Council.

ARTICLE XII

Conflicts of Interest / Obligation of Recusal

Section 12.01. Conflicts of Interest.

(a) No Representative of a Signatory Organization of the Council, shall make, participate in making, or in any way attempt to use his or her position as a Member Representative, Board of Directors member, or officer of the Council to influence any decision or action of the Council at a Plenary or any decision or action of the Board of Directors with respect to contracts to provide services to the Council if the Member Representative is personally aware that the Signatory Organization he or she represents on the Council, or any constituent organization that is a member or affiliate of the Signatory Organization, has a direct or indirect material financial interest in the subject matter of the decision or action to which the vote of the Council pertains. For purposes of this Article XII, a material financial interest is defined as an interest satisfying each of the following three elements:

(i) the interest relates to a grant received by the Member Representative's Signatory Organization (or any member or affiliated organization) or originates from an agreement

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between the Member Representative's Signatory Organization (or any member or affiliated organization) and any other person;

(ii) the interest is or will be worth \$2000.00 or more in value provided to, received by, or promised to the Representative's Signatory Organization (or any member or affiliated organization) within twelve (12) months of the date when the Council vote is conducted; and

(iii) the outcome of the vote is, or is likely to have, a positive impact on the aforementioned interest which will enhance its value by a factor of ten percent or more during the term of the agreement or grant.

(b) If a Member Representative knows that a material financial interest of his or her Signatory Organization (or any organization that is a member or affiliate of the signatory organization) may be positively influenced by a Council vote on any of the matters described in subparagraph (a) above, then prior to any vote by the Council on the matter the Representative shall be obligated to disclose to the Council the fact that his or her Signatory Organization (or one or more of its member or affiliated organizations) has/have a conflict with respect to the matter which involves a material financial interest. As a result of that disclosure, the Representative must be recused from voting on behalf of the interested Signatory Organization.

(c) Prior to entertaining any discussion and vote on any matter described in subparagraph (a) above, the presiding Chair shall read a statement reminding all attending Voting Members of their obligations under this Article XII. That statement shall include a recital of the above definition of what constitutes a material financial interest.

Section 12.02. Enforcement. If any Member Representative or Signatory Organization is found by the Board of Directors to have willfully failed to disclose a conflict of interest, as defined in Section 12.01 above, said conduct shall be grounds for voiding the vote of the Signatory Organization. In addition, if it is determined that the Member Representative with the undisclosed conflict actively participated in any deliberations of the Board of Directors preceding the vote, it shall be presumed that the vote was adversely affected and thus rendered void and of no effect unless subsequently ratified by a proper vote which excludes the Member Representative with the conflict.

ARTICLE XIII Miscellaneous

Section 13.01. Inspection of Books and Records.

(a) **Inspection by Council Members.** All accounting books and records, minutes of proceedings of the Council Members, the Board of Directors and committees appointed by the Board of Directors and membership lists and papers of the Council shall at all times, during reasonable business hours, be subject to the inspection of any Member or his or her duly appointed Representative at the offices of the Council for any purpose reasonably related to the Member's interest as such. Member's rights of inspection hereunder shall be exercisable on ten (10) days' written demand on the Corporation, which demand shall state the purpose for which the inspection rights are requested. Inspection rights shall be subject to the Corporation's right to offer a reasonable alternative to inspection within 10 days after receiving the Member's written demand (as

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more particularly set forth in section 6330 and following of the California Nonprofit Public Benefit Corporation Law).

(b) Inspection by Members of the Board of Directors. Every member of the Board of Directors shall have an absolute right at any reasonable time to inspect all books, records, documents and minutes of the Council and the physical properties owned by the Council. The right of inspection by a Board of Directors member includes the right to make extracts and copies of documents.

(c) Inspection by Members of the Public. Regular reports of Signatory Organizations concerning their water conservation activities and efforts shall be available for public inspection, as are any reports or filings of the Council with the State Water Resources Control Board.

(d) Rules Regarding Exercise of Inspection Rights. The Board of Directors may establish reasonable rules with respect to (i) notice of inspection, (ii) hours and days of the week when inspection may be made, and (iii) payment of the cost of reproducing copies of documents requested by the Member.

Section 13.02. Executive Director. The Council may, from time to time, employ the services of an Executive Director to manage the affairs of the Council. To the extent not inconsistent with the laws of the State of California, and upon such conditions as are otherwise deemed advisable by the Council, the Council, acting by and through its Board of Directors, may delegate to the Executive Director or to other employees or contractors any of its day-to-day management and maintenance duties and powers under these Bylaws, provided that the Executive Director shall at all times remain subject to the ultimate direction and control of the Board of Directors. Subject to those limitations, the Executive Director shall have sole responsibility for management, control and retention of other Council staff members.

Section 13.03. Amendment or Repeal of Bylaws. Except as otherwise expressly provided herein, these Bylaws may only be amended or repealed and new Bylaws adopted by the affirmative vote or written ballot of a majority of all the Voting Members of the Council (which majority must also include a majority of each Group of Voting Members). Notwithstanding the foregoing, any amendment of the Bylaws must be consistent with the then current version of the MOU and the percentage of the Voting Members necessary to amend a specific clause or provision of these Bylaws shall be not less than the percentage of affirmative votes, or votes by classes of Members, prescribed for action to be taken under that clause.

Section 13.04. Notice Requirements. Any notice or other document permitted or required to be delivered as provided herein shall be delivered as required under these bylaws and shall be sent to address(es) provided and updated from time to time by the Signatory Members to the Council.

Section 13.05. Annual Statement of General Information. As and when required by California Corporations Code section 6210, the Council shall file with the Secretary of State of the State of California, on the prescribed form, a statement setting forth the authorized number of directors (i.e., Board of Directors members), the names and complete business or residence addresses of all incumbent Board of Directors members, the names and complete business or residence addresses of the Chair, Vice Chair, Secretary and Treasurer, and the street address of its

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principal office in this state, together with a designation of the agent of the Council for the purpose of service of process.

Section 13.06. Construction and Definitions. Unless the context requires otherwise or a term is specifically defined herein, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the masculine gender includes the feminine and neuter, and singular number includes the plural and the plural number includes the singular.

Section 13.07. Indemnification of Corporate Agents.

(a) Any person who was or is a Board of Directors member, officer, employee or other agent of the Council (collectively "Agents") may be indemnified by the Council for any claims, demands, causes of action, expenses or liabilities arising out of, or pertaining to, the Agent's service to or on behalf of the Council to the full extent permitted by California Corporations Code section 5238.

(b) The Council shall have power to purchase and maintain insurance on behalf of any agent of the Council against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Council would have the power to indemnify the agent against such liability under section 5238 of the Corporations Code; provided, however, that the Council shall have no power to purchase and maintain such insurance to indemnify any agent of the Council for a violation of California Corporations Code section 5233.

Section 13.08. Nonpaid Members of the Board of Directors; Alleged Failure to Discharge Duties; No Monetary Liability. Except as provided in California Corporations Code sections 5233 or 5237, there is no monetary liability on the part of, and no cause of action for damages shall arise against, any nonpaid member of the Board of Directors, including any nonpaid Board of Directors member who is also a nonpaid officer of the Council based upon any alleged failure to discharge the person's duties as a Board member or officer if the duties are performed in a manner that meets all of the following criteria:

- (a) The duties are performed in good faith;
- (b) The duties are performed in a manner such Board of Directors member believes to be in the best interests of the Council; and
- (c) The duties are performed with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 13.09. Personal Liability for Negligence.

(a) Except as provided in subparagraph (c) below, there shall be no personal liability to a third party on the part of a volunteer member of the Board of Directors or officer of the Council caused by the Board of Directors member's or officer's negligent act or omission in the performance

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of that person's duties as a Board of Directors member or officer, if all of the following conditions are met:

(i) The act or omission was within the scope of the Board of Directors member's or officer's duties;

(ii) The act or omission was performed in good faith;

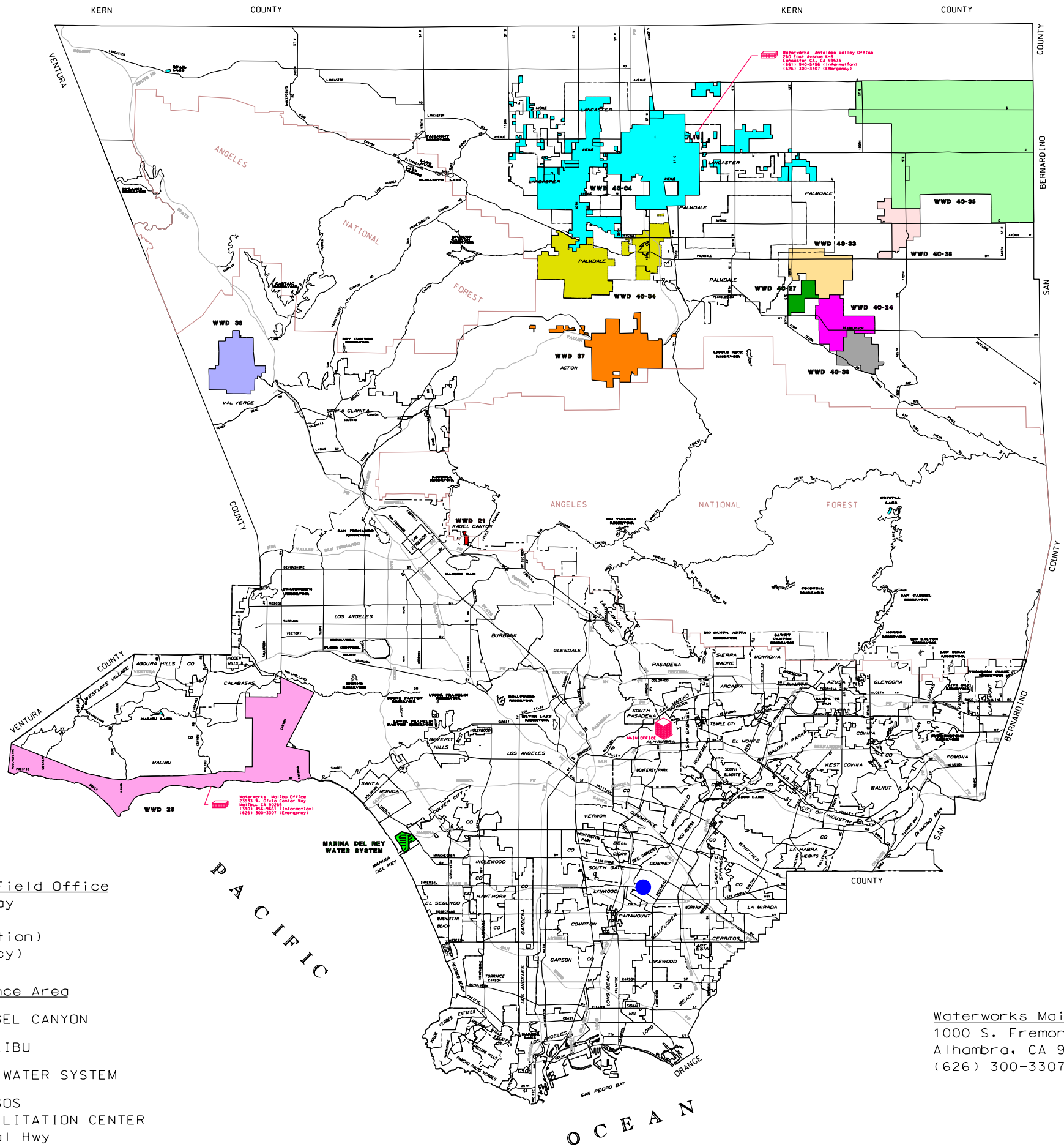
(iii) The act or omission was not reckless, wanton, intentional, or grossly negligent; and

(iv) Damages caused by the act or omission are covered pursuant to a liability insurance policy issued to the Council, either in the form of a general liability policy or a Board of Directors member's and officer's liability policy, or personally to the Board of Directors member or officer. In the event that the damages are not covered by a liability insurance policy, the volunteer Board of Directors member or volunteer officer shall not be personally liable for the damages if the Board of Directors and the person had made all reasonable efforts in good faith to obtain available liability insurance.

(b) For purposes of this Section 10.10, "volunteer" means the rendering of services without compensation. "Compensation" means remuneration whether by the way of salary, fee, or other consideration for services rendered. However, the payment of per diem, mileage, or other reimbursement expenses to a member of the Board of Directors or an officer does not affect that person's status as a volunteer within the meaning of this Section.

(c) This Section does not eliminate or limit the liability of a Board of Directors member or officer for (i) any liability with respect to self-dealing transactions as provided in California Corporations Code section 5233 or any liability with respect to certain prohibited distributions, loans or guarantees as provided in section 5237 of said law; or (ii) in any action or proceeding brought by the California Attorney General.

EXHIBIT H



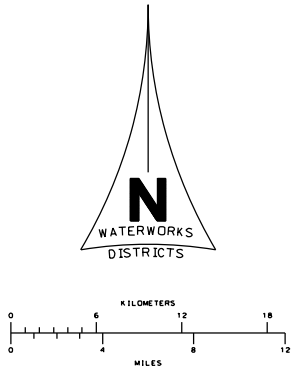
North Maintenance Area Field Office
260 East Avenue K-8
Lancaster CA, CA 93535
(661) 940-5456 (Information)
(626) 300-3307 (Emergency)

- North Maintenance Area
- WWD No. 40, REGION 04 - LANCASTER
 - WWD No. 40, REGION 24 - PEARBLOSSOM
 - WWD No. 40, REGION 27 - LITTLEROCK
 - WWD No. 40, REGION 33 - SUN VILLAGE
 - WWD No. 40, REGION 34 - DESERT VIEW HIGHLANDS
 - WWD No. 40, REGION 35 - NORTHEAST LOS ANGELES COUNTY
 - WWD No. 40, REGION 38 - LAKE LOS ANGELES
 - WWD No. 40, REGION 39 - ROCK CREEK
 - WWD No. 36, VAL VERDE
 - WWD No. 37, ACTON

South Maintenance Area Field Office
23533 W. Civic Center Way
Malibu, CA 90265
(310) 456-9661 (Information)
(626) 300-3307 (Emergency)

- South Maintenance Area
- WWD No. 21, KAGEL CANYON
 - WWD No. 29, MALIBU
 - MARINA DEL REY WATER SYSTEM
 - RANCHO LOS AMIGOS
NATIONAL REHABILITATION CENTER
7601 E. Imperial Hwy
Downey, CA 90242

Waterworks Main Office
1000 S. Fremont Ave
Alhambra, CA 91803
(626) 300-3307



MAP OF
LOS ANGELES COUNTY
WATERWORKS DISTRICTS



EXHIBIT I

Residential Water Use Survey Hold Harmless Agreement

The customer at the address below is interested in reducing water consumption on the property located at the address below (Property), and hereby requests the assistance of Los Angeles County Waterworks Districts (LACWD) by participating in a Residential Water Use Survey. It is the customer's option to implement all or part of the recommendations made as a result of this program. Any activities performed by the customer once recommendations have been provided will be at the sole discretion, risk, and cost of the customer.

In exchange for the anticipated benefit from participation in the program, this agreement gives representatives from Contractor's name on behalf of LACWD, permission to enter the Property for the purpose of conducting an indoor/outdoor water survey. If requested by the customer, the customer grants permission to Contractor's name to install or replace customer's water using devices, including, but not limited to low flow showerheads and faucet aerators.

The customer hereby agrees to release, defend, indemnify, protect, and hold harmless LACWD, their respective elected officials, officers, agents employees and volunteers, and Contractor name, its directors, officers, employees, and agents, collectively, (the "Indemnitee") from, and against, any and all claims asserted or liability established for damages or injuries to any person or property arising out of or resulting from the acts or omissions of the customer or the condition of the Property; provided, however, that customer's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole negligence or willful misconduct of LACWD, its agents, officers or employees, and Contractor name, its directors, officers, employees and agents, in performing the work or services of the Residential Water Use Survey.

The customer recognizes that participation in the program does not constitute any representation or promise of any cost savings or results of any nature whatsoever and customer hereby fully releases the LACWD its elected officials, officers, agents, employees and volunteers from any and all claims or liability in connection with the program or the acts of Contractor Name or LACWD relating to the program.

Customer's Service Address

Surveyor

Customer Name

Water Survey ID

Customer's Signature

Date