

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF SAN DIEGO WATER DEPARTMENT
And SAN DIEGO COUNTY WATER AUTHORITY
FOR FYS 2003-2004 for the
PROFESSIONAL ASSISTANCE FOR LANDSCAPE
MANAGEMENT PROGRAM**

This Memorandum of Understanding ("MOU") between the San Diego County Water Authority (AUTHORITY), organized and existing under the County Water Authority Act of the State of California, Chapter 45, Water Code – Appendix and Amendments thereto, and the City of San Diego ("SAN DIEGO") that sets forth the respective roles of the AUTHORITY and SAN DIEGO in regard to AUTHORITY's Professional Assistance for Landscape Management Program ("PROGRAM") is made and entered into as of _____.

RECITALS:

WHEREAS landscape services are a Best Management Practice of the "Memorandum of Understanding Regarding Urban Water Conservation in California";

WHEREAS the AUTHORITY has established a PROGRAM providing landscape assistance to large landscape sites within the service areas of participating member agencies for Fiscal Years 2001-2002, 2002-2003 and 2003-2004;

WHEREAS Metropolitan Water District of Southern California ("METROPOLITAN") provides 51% of the funding for the PROGRAM, the AUTHORITY provides 23% of funding and SAN DIEGO shall provide the remaining 26% as services-in-kind.

WHEREAS SAN DIEGO instead of participating in the AUTHORITY's PROGRAM, has elected to operate its own large landscape assistance program;

WHEREAS METROPOLITAN and the AUTHORITY have amended Agreement #35244 to allow the AUTHORITY to pass through METROPOLITAN's share of funding to SAN DIEGO;

WHEREAS the parties desire by this MOU to set forth the respective roles of the AUTHORITY and SAN DIEGO and to establish the terms of payment and the term of this MOU as described herein;

NOW, THEREFORE, IN CONSIDERATION OF THE RECITALS AND MUTUAL OBLIGATIONS OF THE PARTIES HEREIN EXPRESSED, AUTHORITY AND SAN DIEGO AGREE AS FOLLOWS;

1. AUTHORITY'S RESPONSIBILITIES

- a. The AUTHORITY shall be responsible for the distribution of funds provided by METROPOLITAN and the AUTHORITY to SAN DIEGO for the operation of SAN DIEGO's landscape program as follows: METROPOLITAN shall provide \$42,064 and the AUTHORITY shall provide \$18,970 per year for Fiscal Years 2002/2003 and 2003/2004.
- b. The AUTHORITY shall recognize and credit SAN DIEGO for its participation in the PROGRAM in an equitable manner.

2. SAN DIEGO'S RESPONSIBILITIES

- a. SAN DIEGO shall perform the Scope of Work attached hereto as Exhibit A and by reference made a part of this MOU.
- b. SAN DIEGO shall be reimbursed for landscape services in accordance with the Fee Schedule attached hereto as Exhibit B and by reference made a part of this MOU.
- c. SAN DIEGO shall abide by all applicable provisions of Agreement # 35244 between METROPOLITAN and the AUTHORITY attached hereto as Exhibit C and by reference made a part of this MOU.

3. CEQA

- a. SAN DIEGO shall be responsible for assuring that the PROGRAM complies with the requirements of the California Environmental Quality Act (CEQA) and that all necessary documents are filed.

4. HOLD HARMLESS AND LIABILITY

SAN DIEGO and the AUTHORITY each agree to mutually indemnify, defend at its own expense, including attorneys' fees, and hold each other harmless from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to any negligent act, error or omission, or willful misconduct of that party, its officers or employees, or any other agent acting pursuant to its control and performing under this MOU.

5. DOCUMENT REVIEW

AUTHORITY and SAN DIEGO shall make available for inspection to the other party, upon reasonable advance notice, all records, books and other documents relating to the PROGRAM.

This MOU shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. SAN DIEGO hereby agrees and consents to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in San Diego County, California.

12. TERMINATION OF MOU

This MOU may be terminated by either party hereto for any reason 30 days after notice in writing to the other party.

13. SIGNATURES

The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date above.

San Diego County
Water Authority

City of San Diego Water Department

By: _____
Ken Weinberg
Director of Water Resources

By: _____
Larry Gardner
Water Department Director

APPROVED AS TO FORM:

San Diego County
Water Authority

By: _____
General Counsel

By: _____

EXHIBIT A
SCOPE OF WORK

1.0 Program Development

San Diego, working in cooperation with the Authority and Metropolitan will be responsible for all aspects of the operation of the Commercial Landscape Survey Program.

1.1 San Diego's work shall include the following:

- 1.1.1 Designing and operating the program within the guidelines set forth in this Scope of Work;
- 1.1.2 Recruiting staff, including bilingual speakers and providing employee training;
- 1.1.3 Providing all equipment needed to operate the program, including vehicles, audit equipment, computer and communication equipment;
- 1.1.4 Developing and implementing a marketing plan and publicity materials;
- 1.1.5 Maintaining a database of customer information;
- 1.1.6 Scheduling and performing landscape audits;
- 1.1.7 Preparing and submitting a report of the audit to the customer;
- 1.1.8 Preparing and submitting monthly and annual reports to the Authority;
- 1.1.9 Preparing and submitting monthly invoices to the Authority;
- 1.1.10 Developing and administering a customer postcard survey;
- 1.1.12 Performing all necessary financial and administrative procedures;
- 1.1.13 Working in full cooperation with the Authority, Metropolitan, regulatory bodies and the contractors and vendors of the Authority's other conservation programs.

2.0 Program Staff

- 2.1 Program Administrator - San Diego shall specify a primary program

administrator (hereinafter referred to as the "Program Administrator"), who will be available on weekdays during normal business hours to answer Authority staff questions and manage the day-to-day affairs of these programs.

The Program Administrator will provide close and consistent supervision over office and field personnel at all times. The Program Administrator will ensure that the Program operates in an efficient manner and meets the needs of customers, the Authority, and Metropolitan. In the absence of the primary Program Administrator, an alternate may be designated with the Authority's approval.

The Program Administrator will meet with the Authority's Program Manager or designated representative as often as necessary.

The Program Administrator, or the Program Administrator's designated alternate will return telephone calls or e-mails from the Program Manager that are noted as urgent, no later than two hours after the calls were initially made.

The Program Administrator or representative will observe work procedures and monitor work progress on site on a regular basis.

The Program Administrator shall be sufficiently trained in plant and soil sciences and landscape management to knowledgeably supervise surveyors.

2.2 Other Program Staff

San Diego shall be liable for the actions of its personnel or agents and any damage they may cause to public or private property.

San Diego will specify by name, number and position, the key staff who will be assigned to the program as well as their title and particular area of responsibility.

At least one staff person shall be bilingual in Spanish and English and shall be available during normal business hours.

The support staff must have excellent management and organization skills, as well as administrative skills. Marketing skill will be vital to the success of the program.

3.0 Training

San Diego must have the expertise to train personnel in the proper operation of a landscape audit program as well as other services that may be provided by the Program in the future. San Diego shall be responsible for training all office and field personnel in the operation of this Program. Training shall include but not be limited to:

- 3.1 Program operation;
- 3.2 Identity of eligible customers;
- 3.3 Customer service techniques;
- 3.4 Communication skills;
- 3.5 Audit, site review procedures and data collection techniques;
- 3.6 Efficient and courteous phone techniques;
- 3.7 How to answer questions and when to refer questions to others;
- 3.8 Personal, driving and equipment safety;
- 3.9 How to recognize and refer potential cross-connection or contamination problems to the responsible water district;
- 3.10 Development of landscape water budgets for member agencies; and

4.0 Attire

The auditors must wear climate and work appropriate clothing. Identifying caps, jackets or shirts are highly desirable. The auditors must wear picture identification that indicates his/her name, program name and company name.

5.0 Management

All work shall be performed in accordance with standard management practices and in accordance with the Authority's standard contract.

6.0 Qualifications

The auditors must have education and experience in the landscape arts and sciences, irrigation technology, irrigation scheduling, CIMIS and evapotranspiration, soil, plant and water relationships and other related fields. The auditor must possess excellent people and communication skills including written skills. The auditor must possess computer skills to produce reports, maintain program data and develop irrigation schedules and water budgets.

7.0 Program Office, Communications and Schedule

The Program Administrator and the auditors must be available during normal, weekday working hours. For times when the Program Administrator and auditors are not available, a back-up staff person must be designated. The office must be equipped

with telephone, answering machine, fax and e-mail connection. Cell phones or pagers are highly desirable.

A local office shall be maintained during the operation of all phases of the Program.

Sufficient, phone line(s) must be maintained to ensure the efficient operation of the Program. The office will be equipped with a telephone answering machine that will inform the caller of program hours and other information.

8.0 Data Management

San Diego is responsible for developing and maintaining accurate hard copy and computer database records of all activities and information of the Program using the computer program approved by the Authority. A copy of all documents and data relating to the Program shall be given to the Authority within 45 days of completion of the Program.

At the end of each fiscal year, San Diego shall provide the Authority an electronic copy of all program reports and database information of all program evaluations.

9.0 Program Equipment and Vehicles

San Diego shall be responsible for all equipment needed to operate the program including vehicles. Program staff may be allowed to use their own vehicles. The vehicles must be in safe mechanical condition and have a clean outward appearance with no major dents or structural damage.

Program vehicles must have at least the minimum amount of automobile insurance as required by California State law. It is the responsibility of San Diego to verify that this insurance is fully maintained for the duration of the vehicles' service with the San Diego.

10.0 Work Schedule

Program services shall be available during normal, weekday business hours. Services on Saturday shall be made available if public demand is sufficient.

11.0 Marketing and Program Brochures

Marketing is an essential component to the success of the program. Innovative and aggressive marketing efforts are vital to the continued success of this Program and the Authority's conservation programs. The Consultant shall work in cooperation with the Authority and member agencies to market the Authority's other conservation programs as appropriate.

San Diego shall be responsible for the design, printing and distribution of the program brochure. The brochure shall be provided to the Authority in sufficient quantities to meet public needs as often as required.

12.0 Staff Education

The Authority Program Manager may request that San Diego program staff attend additional training and/or seminars. Funding is available in the Fee Schedule for expenses related to training and seminars.

13.0 Program Invoices

San Diego shall submit a monthly invoice to the Authority's Program Manager no later than 30 days after the end of each month with appropriate documentation for each service. The invoice shall be paid within 30 days of receipt of the invoice.

14.0 Program Records

San Diego shall make available for inspection to the Authority all records, books, and documents relating to the program. San Diego shall properly store and retain all program files not required to be given to the Authority, for a minimum of five years after the completion of this program.

15.0 Required Reports

15.1 Monthly Report to Authority, and Metropolitan

San Diego shall submit a brief monthly report to the Authority which contains the name of the customer, site category (HOA, park, commercial, etc.), site address, total number of acres, acres of turf, acres of other landscape, water district, audit or site review, date of audit or site review, average distribution uniformity, date of follow-up visit, follow-up distribution uniformity, past use % of Eto, estimated potential, annual water savings. A table format is acceptable. A copy shall be included in the invoice. Transmission via e-mail is acceptable.

15.2 Annual Report to Authority

The annual report shall contain a background section, changes to the program, results of those changes, general findings, recommendations for future changes, a copy of all paperwork used in the program, summary statistics, statistics by site category and any other items deemed needed by the Authority. A draft will be circulated among the Authority, selected member agencies and Metropolitan staff for review and comment before the final draft is submitted. The completed report must be submitted by September 30 of the following fiscal year.

16.0 Required Meetings

The Authority may require San Diego to attend meetings outside of San Diego County. The Authority will reimburse San Diego for travel, meals and related expenses at the same rate as that paid Authority employees.

17.0 Licenses and Permits

San Diego will possess all licenses and permits required for implementation of the program by the time the Notice to Proceed is issued. San Diego shall be responsible for all expenses related to obtaining any needed licenses and permits.

18.0 Quality Control

San Diego shall work in cooperation with the Authority to develop a Quality Control Program to determine auditor performance and customer satisfaction.

A minimum of 10%, randomly selected, data report forms shall be reviewed by the Authority's Quality Control Manager or a designated representative to ensure contract compliance.

San Diego shall work in cooperation with the Authority to design a quality control postcard to determine the customer's satisfaction with the program and any possible improvements. The Authority shall reimburse San Diego for stamps and the cost of printing the postcards. The auditor will provide the customer a postcard at the end of the audit with instructions to return the postcard within 30 days.

19.0 Program Services

19.1 Pre-survey

Water use records shall be collected and examined to identify a 12-month continuous period of water use for irrigation purposes only. A separate irrigation meter or a reliable estimate of indoor water use is required to make this determination. Irrigation water use data will be compared to estimated water use required for the given site based on real-time CIMIS data, irrigated area and plant material. The analysis will include considerations for rainfall, slopes, climate and other site-specific conditions.

A pre-survey form approved by the Authority shall be completed and the auditor will determine the level of service the site shall receive: full audit, site review or no fieldwork using the criteria listed below.

19.2 Full Audit

A site will be considered eligible for a full audit if the pre-survey indicates that irrigation water use is greater than 70% Eto. If, in the judgment of the auditor, a site is determined to be below 70% Eto, yet has opportunity for water savings by nature of the type of plant material and other factors, the auditor may request permission to perform a full audit. Written permission may be obtained by submitting the pre-survey form with a brief explanation of why a full audit is needed to the Authority's Program Manager. The Authority's Program Manager will review the request and grant or deny permission in writing on the pre-survey form.

19.3 No Field Work

If a site does not qualify for an audit, the auditor will issue a letter to the customer explaining the analysis. The auditor may also provide other appropriate written materials.

19.4 Site Review

If specific technical assistance is requested by the site manager, the auditor may request permission in writing from the Authority's Program Manager to perform a site review. The Authority Program Manager will grant or deny permission in writing on the pre-survey form.

19.5 Audit

Audits shall be available to sites with a minimum of one acre of irrigated landscape in the service area of San Diego. The audit shall consist of the following components:

19.5.1 Verification that the customer is a customer of San Diego;

19.5.2 Obtaining the customer's signature on the "Hold Harmless Agreement" that allows the auditor to be on the property for the purpose of performing the audit and which contains hold harmless language before the audit is begun.

19.5.3 Ascertaining acreage under irrigation;

19.5.4 Audit Field Components - The audit shall be performed in accordance with procedures developed by the Irrigation Training and Research Center at California Polytechnic State University, San Luis Obispo (Cal Poly). Data analysis, irrigation scheduling and related information shall be performed using Cal Poly methodology or an alternative methodology approved by the Authority.

The field components are an examination of the existing irrigation system while it is operating to determine:

- a. System operating pressure;
- b. Distribution uniformity and application rate determined by a catch-can test of a representative area(s);
- c. Application rate(s) may also be determined by area flow rate;
- d. Observation of other factors and conditions affecting system performance.
- e. At the discretion of the auditor, the catch-can test should not be performed if the system is in poor operating condition.
- f. An examination and inventory of existing irrigation hardware shall be performed to determine operating characteristics.
- g. Soil characteristics and rooting depth shall be determined. Other observations and determinations will be made to further examine soil, plant, and water relationships as needed to improve overall irrigation efficiency.

19.6 Audit Customer Report

A written report shall be provided to the customer within two weeks of the final site visit. The report shall explain results of the audit, recommendations for improving water management and inform the customer of follow-up procedures that are part of the complete audit process. The report will be mailed to the customer with notification that an in-person explanation will be provided upon request.

19.6.1 Report Components

- a. A summary of the audit's major findings and recommendations;
- b. A summary of data collected during the evaluation;
- c. A summary of the irrigation system's hydraulic characteristics based on the data collected including system application rate, system pressure, flow rate and uniformity;
- d. A brief discussion of soil characteristics and related findings;
- e. Estimated annual water requirements and savings;

- f. Recommendations to improve overall system efficiency, including changes and/or upgrades in system hardware, maintenance and management, cultural practices and irrigation scheduling;
- g. Specification sheets on the sprinklers/emitters used;
- h. Water budgets in graphic and or tabular format where accurate meter information is available;
- i. Printed conservation and educational materials where appropriate. The Authority shall provide certain educational materials.
- j. Any other specific issues of concern raised by the customer.

19.7 Site Review

A site review may be conducted for those sites without separate meters, sites where the in/outdoor water use cannot be reliably determined, sites where the local water district has requested special assistance, sites that receive well-water but use member agency water during well-failure, sites requiring technical or educational assistance only.

The site review shall be an abbreviated audit addressing the specific issues of concern to the site manager. The auditor shall provide a brief, written report and appropriate printed materials. With the written permission of the Authority's Program Manager, additional hours of work may be performed and charged to the Program, if there is a special need. San Diego shall be reimbursed at an hourly rate for the special work.

19.8 Follow-up Audits

San Diego shall contact the cooperator one time in the year following the audit to discuss implementation of the recommendations. The contact should be approximately 3 to 6 months after the report was given to the customer. San Diego shall record changes and improvements in the site's condition. At the discretion of San Diego, photographs may be taken documenting significant improvements. If significant changes have been made at the site, San Diego shall perform a catch-can test to verify changes and assist the customer in implementing recommendations. The Site Review format shall be used for the follow-up visit.

19.9 Educational Services

San Diego may provide educational services upon request of customers, member agencies and the Authority with the written permission of the Authority. San Diego must submit a brief proposal and fee schedule for the educational

service along with a copy of the written request from the customer to the Authority's Program Manager. The Authority's Program Manager will review the request and grant or deny permission to perform the service at the agreed upon fee schedule. The fee schedule for the service will be based upon an hourly rate plus mileage and any special materials other than that normally used in the program.

20.0 Program Goal

San Diego shall perform as many audits and landscape services as time and budget allow.

21.0 Additional Services

San Diego must have the capability to provide additional services that pertain to this program at the discretion of the Authority. Additional services contemplated at this time are water budget assistance to member agencies and incentives for landscape improvements. Compensation for additional work will be in proportion to the additional work required. An amendment shall be negotiated at the time it is determined that the additional services are required. This notification is made to inform San Diego of possible contractual changes that may occur in relation to the contract.

EXHIBIT B

PAYMENT SCHEDULE

San Diego shall submit an invoice on a monthly basis for services performed in accordance with the Scope of Work. The invoice shall be submitted no later than 30 days after the end of the month. San Diego shall be reimbursed within 30 days of receipt of the invoice in accordance with the Fee Schedule shown below.

1. Audit Services

Service	Fee	Documentation
Pre-survey:	\$243.75	Pre-survey form
Audit Field Work:	\$393.75	Signed Hold Harmless
Audit Final Report:	\$225.00	Report Summary
Site Review:	\$288.00	Report Summary
Follow-up Audit:	\$300.00	Report Summary

2. Educational and Outreach Services

San Diego shall submit an itemized proposal for each event that must be approved and signed by the Authority Program Manager. San Diego shall be reimbursed on a per event basis.

3. Marketing

Up to 5% of funding from Metropolitan and the Authority may be used for marketing and related expenses. Such items may include brochures, advertising, signage and identifying program clothing such as shirts or hats. The marketing program shall be designed in cooperation with the Authority's Program Manager. Other items may be purchased via the marketing budget with written approval from the Authority's Program Manager.

4. Staff Training

Up to \$1,000 per year of the funding from Metropolitan and the Authority may be used for San Diego staff education when the Authority's Program Manager requires San Diego staff to update or improve skills for the benefit of the program. Allowable items are tuition, books and expenses directly related to the class.

5. Travel Expenses

Travel expenses may be invoiced when attending events outside San Diego County at the written request of the Authority Program Manager. Travel expenses shall be reimbursed according to the schedule allowed for Authority employees.

Mileage	\$0.34/mile
Meals	not to exceed \$50 per day for all meals
Lodging	Net cost

6. Quality Control Postcards

Printing of quality control post cards and postage shall be reimbursed by the Authority at cost with appropriate documentation.

7. Additional Services

It is anticipated that the Authority and San Diego may develop a landscape incentive program for San Diego customers. At that time, San Diego and the Authority will negotiate an appropriate incentive and other fees for participating customers.

It is also anticipated that the Authority may develop a landscape device voucher program to be operated as a part of the Authority's regional landscape assistance program. San Diego wishes to participate in the voucher portion of the regional landscape assistance program and will provide matching funding accordingly. This MOU may be amended at that time to incorporate San Diego's funding.

1.08 Fiscal Years

The fee schedule may be amended by written mutual consent of the parties to the agreement provided the total contract amount for any given fiscal year does not exceed \$61,034 per year for two fiscal years.

The total amount of the contract reflects the San Diego's payment for landscape audits and related services. The amount of this agreement is tentatively budgeted for \$61,034 per year for Fiscal Years 2003 and 2004 contingent upon approval of the Authority's and Metropolitan's Boards. The Authority's share of Program funding is \$18,970 per fiscal year and Metropolitan's share is \$42,064 per fiscal year. In the event that appropriations are not approved, this Agreement shall terminate at the beginning of the fiscal year for which such appropriations are not made, unless this agreement is otherwise amended. The amount of this Agreement budgeted and approved by the Authority for work to begin in FY 03 is not to exceed \$61,034. The remaining amount of this agreement is tentatively budgeted at \$61,034 in FY 04.