

# **ATTACHMENT 1**

## **Authorization and Eligibility Requirements**

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# 1 Attachment 1 - Authorization and Eligibility Requirements

## 1.1 Authorizing Documentation

The applicant must provide a copy of documentation, such as a resolution adopted by the applicant's governing body, designating an authorized representative to submit a proposal for the 2014 Water-Energy Grant Program and enter into an agreement with the State of California for the grant.

A resolution was adopted by the City of Bakersfield City Council on December 10, 2014 authorizing the City's Water Resources Manager, Art Chianello, to submit a proposal for the 2014 Water-Energy Grant Program and to execute an agreement with the State of California for the grant. An unsigned copy of the draft resolution that was adopted by the City Council is included as **Appendix 1.1**. The signed resolution will be forwarded to the DWR by December 31, 2014 at the address referenced in the grant guidelines and proposal solicitation package.

## 1.2 Eligible Applicant Documentation

Eligible applicants are local agencies, joint powers authority, or nonprofit organizations. The applicant must provide a written statement (and additional information if needed) containing the appropriate information outlined below.

- Is the applicant a local agency, joint powers authorities, or nonprofit organization as defined in Appendix B of the 2014 solicitation package? Please Explain?

The City of Bakersfield is a local agency, as defined in Appendix B of the solicitation package, because it is a Charter City.

- What is the statutory authority or other legal authority under which the applicant was formed and is authorized to operate?

Authority to operate as a city is enacted by Assembly Concurrent Resolution No. 3, relative to approving Charter of the City of Bakersfield, County of Kern, State of California, voted for and ratified by the qualified voters of said City at a Special Municipal Election held therein for that purpose on the November 7, 1914.

- Does the applicant have the legal authority to enter into a grant agreement with the State of California?

The resolution adopted by City Council on December 10, 2014 gives the City legal authority to enter into a grant agreement with the State of California.

- Describe any legal agreements among partner agencies and/or organizations that ensure performance of project and tracking of funds.

The City of Bakersfield has an agreement with the County of Kern which provides for the City's compost facility to accept and process organic materials from unincorporated County areas, for which Kern County reimburses Bakersfield for associated costs. The agreement requires the City of Bakersfield to provide to Kern County quarterly auditable financial records to support the charges.

A copy of the agreement between the City of Bakersfield and the County of Kern has been included in **Appendix 1.2**.

### **1.3 Urban Water Management**

List the urban water suppliers that will receive funds from the proposed grant. If there are none, please indicate so.

The City of Bakersfield is the urban water supplier that will receive funds from the proposed grant.

#### ***1.3.1 DWR Verification of Urban Water Management Plan***

The City of Bakersfield Water Board adopted the City's 2010 Urban Water Management Plan (UWMP) on April 23, 2014. The State of California Department of Water Resources (DWR) received the City's 2010 UWMP update for review on May 23, 2014. In correspondence date July 28, 2014, DWR notified the City and confirmed that the City's 2010 UWMP addressed the requirements of the Urban Water Management Planning Act.

The City's 2010 UWMP update can be found at the following website link:

[http://www.bakersfieldcity.us/cityservices/water/pdfs/2010\\_FINAL%20UWMP%20Bakersfield\\_2014\\_05\\_13.pdf](http://www.bakersfieldcity.us/cityservices/water/pdfs/2010_FINAL%20UWMP%20Bakersfield_2014_05_13.pdf)

#### ***1.3.2 Demand Management Measures (AB 1420 Compliance Forms)***

The City of Bakersfield is not currently a member of the CUWCC. However, as part of this Proposal, the City is submitting the required AB 1420 self-certification forms directly to DWR to document compliance with AB 1420. Currently, the City is showing compliance with the BMP water savings goal by accomplishing set water savings goals as measured in gallons per capita per day consumption.

A copy of AB 1420 Self-Certification Statement Table 1 is included in **Appendix 1.3.2**.

### ***1.3.3 Water Meter Requirements (AB 1420 Metering Compliance Form)***

The City of Bakersfield's domestic water system is fully metered and all new connections are required to have a meter prior to obtaining domestic water service per City of Bakersfield's Domestic Water Standards. The City of Bakersfield is submitting a Water Meter Compliance self-certification form as part of this Proposal and has included it in **Appendix 1.3.3**.

### **1.4 Groundwater Management CASGEM**

The City's proposed project will reduce water consumption and therefore does not directly affect groundwater levels or quality in the areas of the City limits where the project will take place. Therefore, the City does not need to demonstrate that the project is consistent with the California Statewide Groundwater Elevation Monitoring (CASGEM).

### **1.5 Agricultural Water Management**

The City of Bakersfield is not defined as an agricultural water supplier per the Water Code.

### **1.6 Surface Water Diversion**

The City of Bakersfield is a surface water diverter. The City's Water Resources Department operates and maintains the Kern River channel through the City limits, and has pre-1914 Kern River water rights. For more information please contact John Ryan, Hydrographer for the City of Bakersfield. He can be reached by phone at (661) 326-3715 or by email at [jryan@bakersfieldcity.us](mailto:jryan@bakersfieldcity.us). The City complies with surface water diversion reporting requirements outlined in Part 5.1 (commencing with Section 5100) of Division 2 of the Water Code and submits surface water diversion reports to the State Water Resources Control Board.

## Appendix 1.1

Authorizing Documentation  
(Draft Resolution adopted by City of Bakersfield City Council)

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING CITY OF  
BAKERSFIELD WATER RESOURCES MANAGER  
TO SUBMIT A PROPOSAL FOR THE 2014 WATER-  
ENERGY GRANT AND ENTER INTO AN  
AGREEMENT WITH THE STATE OF CALIFORNIA.**

**RECITALS**

**WHEREAS**, the purpose of the California Department of Water Resources (DWR) 2014 Water-Energy Grant Program is to fund residential, commercial, and institutional water efficiency programs or projects that reduce greenhouse gas emissions and also reduce water and energy use; and

**WHEREAS**, the Water Resources Department has a water conservation program that saves water, reduces energy use, and reduces greenhouse gas emissions; and

**WHEREAS**, the Public Works Department has a proposed project to convert the compost facility to a water and energy saving system, using efficient electric blowers and conveyors in place of heavy diesel equipment; and

**WHEREAS**, the Recreation and Parks Department has a proposed project to install 20 smart-irrigation controller systems at park sites within the City of Bakersfield. The smart irrigation controllers would reduce water consumption at these parks and save water and energy, and reduce greenhouse gas emissions; and

**WHEREAS**, the DWR is requiring a resolution be submitted with the grant application to authorize City staff to submit a proposal for the grant; and

**WHEREAS**, the City of Bakersfield, if selected, will enter into an agreement with the DWR to carry out the proposed water and energy saving and greenhouse gas emission reducing projects.

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Bakersfield:

1. Approves the filing of an application to the California Department of Water Resources to obtain a 2014 Water-Energy Grant pursuant to Senate Bill No. 103 Section 11 (2013 - 2014 Regular Session).

2. Authorizes the City to enter into an agreement to receive a grant for the: City of Bakersfield Compost Facility Water and Energy Upgrades and Parks Smart Irrigation Controller Project.
3. Authorizes the Water Resources Manager to prepare the necessary data, conduct investigations, file such application, and execute a grant agreement and any amendments thereto, with the California Department of Water Resources.
4. Certifies that the above recitals are true and correct and are incorporated herein by reference.

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I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on \_\_\_\_\_, by the following vote:

AYES: COUNCILMEMBER: RIVERA, MAXWELL, WEIR, SMITH, HANSON, SULLIVAN, PARLIER  
NOES: COUNCILMEMBER: \_\_\_\_\_  
ABSTAIN: COUNCILMEMBER: \_\_\_\_\_  
ABSENT: COUNCILMEMBER: \_\_\_\_\_

\_\_\_\_\_  
CITY CLERK and Ex Officio Clerk of the  
Council of the City of Bakersfield

APPROVED \_\_\_\_\_

By \_\_\_\_\_  
**HARVEY L. HALL**  
Mayor

APPROVED AS TO FORM:  
**VIRGINIA GENNARO**  
City Attorney

By \_\_\_\_\_  
**JOSHUA H. RUDNICK**  
Deputy City Attorney

## Appendix 1.2

### Agreement Between the City of Bakersfield and the County of Kern

**AGREEMENT REGARDING 08 - 087  
GREEN AND WOOD WASTE DIVERSION PROGRAM**

**(County of Kern - City of Bakersfield)**

THIS AGREEMENT, entered into as of the 21<sup>st</sup> day of May, 2008, by and between the COUNTY OF KERN, a political subdivision of the State of California hereinafter referred to as "County" and the CITY OF BAKERSFIELD, a municipal corporation hereinafter referred to as "City."

**W I T N E S S E I H:**

WHEREAS, with the passage of Assembly Bill 939 into law (Chapter 1095 of the Statutes of 1990), California cities and counties are required to develop and implement source reduction, recycling, and composting activities that will divert 50 percent of all solid waste from landfill facilities; and

WHEREAS, the County wishes to maintain diversion through continued implementation of the Curbside Green Waste Diversion Program (Program) in the unincorporated Bakersfield area; and

WHEREAS, material collected from the Program must be processed to be marketable for reuse; and

WHEREAS, the County does not have such a processing facility; and

WHEREAS, City operates a Green and Wood Waste Processing Facility (Facility) near Mt. Vernon Avenue and Highway 58 which accepts Green and Wood Waste from the public and processes it to form products, such as cogeneration fuel, compost, mulch or alternate daily cover; and

WHEREAS, the Facility benefits the citizens in both the incorporated and unincorporated regions of the Bakersfield Metropolitan area by allowing customers to haul Green and Wood Waste for processing; and

WHEREAS, the Facility is a Waste Diversion Program consistent with the County's Source Reduction and Recycling Element;

**NOW, THEREFORE, IT IS MUTUALLY AGREED** by the County and the City as follows:

1. Term. Unless terminated under the provisions of Section 22, this Agreement shall terminate on June 30, 2013.
2. City's Operations Responsibilities. The City shall be responsible for operating the Facility throughout the term of this Agreement. This responsibility includes, but is not limited to, the following:

The City shall operate, supervise and administer the Facility.

- a. The City shall provide sufficient personnel to efficiently operate the Facility, including necessary supervision and administrative support.
- b. The City shall purchase and maintain all equipment necessary to operate the Facility.
- c. The City and County shall jointly promote the Facility. All promotional materials and presentations produced by the City shall identify both City and County as co-sponsors and shall be approved by the Kern County Waste Management Department (Department) prior to distribution.
- d. The City shall attempt to market products or administer agreements to provide marketing services.
- e. The Facility shall be open to the public to deposit wood and green waste, seven days a week, a minimum of eight hours per day, and at least 360 days per year.
- f. The City shall accept material from County Unincorporated Metropolitan Bakersfield area residents and County franchise garbage haulers at all times the Facility is open.
- g. The City shall be responsible for transportation of material from the Facility to end uses.

3. County's Promotional Responsibilities. The County shall have no responsibilities relating to the operation, supervision or administration of the Facility. County shall be responsible only for providing the following:

- a. The County shall cooperate with the City in promoting the Facility. All promotional materials and presentations produced by the County shall identify both City and County as co-sponsors and be approved by the City prior to distribution.
- b. The County shall assist the City in identifying markets for materials produced by the Facility.
- c. The County shall provide funding for pro-rata expenses as provided in Section 9 below.

4. Surveys of Origin, Vehicle Type, Material Type and Weight of Material Delivered to the Facility. To refresh average weights per vehicle, jurisdiction and material type that were derived during the previous Agreement term, and to aid in estimating total material processed from the separate jurisdictions; surveys of the weight, material and origin of material brought to the Facility shall be conducted as follows:

- a. The City shall continuously survey the jurisdictional origin, vehicle type and material type of all vehicles.
- b. The City shall continuously weigh all vehicles except one-ton trucks, pick ups, cars, and vehicles with small trailers.

c. The City shall conduct periodic weight surveys for public self-hauled one-ton trucks, pick ups, cars, and vehicles with small trailers including:

- (1) For seven consecutive days, at no less than two times and up to four times per year, weigh loads from public self-haul one-ton trucks, pickups, cars, and vehicles with small trailers at the Facility; and
- (2) Randomly select as many vehicles as reasonably possible for weighing; and
- (3) Record vehicle type, material type, inbound and outbound weight, jurisdiction, net weight and date.

5. The City's Reporting Responsibilities. The City shall prepare and file the following periodic reports:

a. All reports required by any law, regulation or order.

b. A quarterly report to the County, including

- (1) The type and quantity of material processed through the Facility, including the proportionate share of County biomass available for credits. The proportionate share is calculated by multiplying the County percentage of the Facility self-haul wood/prunings by the total Facility biomass tonnage;
- (2) Amount and type of material sent to each end use, tracked and recorded in a manner satisfactory to the California Integrated Waste Management Board;
- (3) Facility revenue and operating cost separated by curbside program, and self-hauled material (broken out by wood and compost), including the pro-rata amount owed by County to City, as described in Section 9a below, for processing:
  - (a) Public, self-hauled pick ups, cars and vehicles with small trailers, green waste, based on the average weight data from the historical quarterly public standard vehicle and periodic surveys, self-haul continuous surveys provided by the City and approved by the Department, and self-hauled non-standard vehicle green waste based on continuous weighings; and
  - (b) Green waste from the curbside Program, based on the formula set forth in Exhibit "A" attached hereto and incorporated herein by this reference, using the data obtained from the monthly curbside Program surveys, provided by the City and approved by the Department.

The reporting of revenue and operational costs shall include a summary explanation of any line item in excess of \$50,000; and

- (4) The data collected in the periodic public, self-haul surveys described in Section 4c above; and
- (5) The data collected in the continuous non-standard vehicle surveys described in Section 4b above; and
- (6) The monthly reports of the number of green waste accounts the City serves with its own trucks and the number of green waste accounts served by each contract or franchise hauler; and
- (7) The continuous total green waste truck count for the City and each contract or franchise hauler.

6. Use of Budget Savings and Facility Expansion. City hereby acknowledges that the budget attached hereto as Exhibit "B" and incorporated herein by this reference represents the Facility Budget for Fiscal Year 2008-2009 and that the services and facilities provided by City pursuant to Sections 2, 4 and 5 above of this Agreement are being provided in order to lower the Facility's actual expenses from those contained in Exhibit B. In the event that actual expenses are lower than the Facility budget, all such budget savings shall be used to lower the Facility's net cost. In the event that budget savings have been used to purchase services, supplies, equipment, staff or to reimburse other City departments for items not originally included in the Facility budget, such purchases shall be considered an expansion of the Facility. The written agreement of both parties shall be required before any funding under this Agreement can be applied to fund any expansion of the Facility. The City shall notify the County of any budget adjustments related to this Facility. Any increase in the Facility budget shall be considered an expansion of the Facility. In the event the Facility has been expanded without the written agreement of both parties, then all expenses related to such expansion shall be subtracted from the total Facility cost before calculating net cost as described in Section 9a below.

A draft budget for the next fiscal year shall be provided by the City for County's review and comment by January 15th of each year of this Agreement. A final budget to be used as Exhibit B for the next fiscal year shall be provided by the City to the County by June 30 of each year of this Agreement.

- 7. Limitations on Reimbursement. Any funds provided by County to City pursuant to this Agreement shall be applied solely to reimburse Facility costs or pay for acquiring equipment or services in accordance with the terms of this Agreement.
- 8. Revenue. All revenues received through or relating to the Facility shall be used by the City to offset the costs of the Facility. Revenue not to include programs other than green waste.
- 9. Payment. Payment of funds from County to City under this Agreement shall be made in accordance with the following provisions:
  - a. The County shall reimburse the City for Facility costs on a pro-rata basis, once each quarter. The County's pro-rata share of Facility costs shall be calculated separately for green waste collected in unincorporated areas of the County and delivered to the Facility by County garbage franchise haulers and by self-hauling residents or businesses.

- (1) The County's pro-rata share of Facility costs for self-hauled green waste shall equal the Facility's actual and reasonable net cost for self-hauled green waste for each quarter, multiplied by the percentage of self-hauled material that arrived from the County unincorporated area via standard vehicles and non-standard vehicles, as determined by periodic and continuous vehicle surveys conducted by the City. Self-hauled green waste from other jurisdictions shall not be included as part of the County's pro-rata share.
- (2) The County's pro-rata share of Facility costs for the curbside Program's green waste shall equal the Facility's actual and reasonable net cost for the Program's curbside green waste for each quarter, multiplied by the percentage of the curbside Programs' green waste, as determined by the formula set forth in Exhibit A.

The net cost shall be equal to the Facility's actual expenses as reported in the City's financial management system as of the last day of each quarter, minus the Facility's actual revenue as reported in the City's financial management system as of the last day of each quarter. Payments made by County under the terms of this Agreement shall be excluded from the determination of revenues received by the Facility. The term reasonable costs refers to necessary costs directly related to Facility operations. For the last quarter of this Agreement, projected Facility expenses and revenues shall be accrued, based on the previous three quarters and any open purchase orders. However, regardless of actual expenses and revenues, the maximum amount paid by the County to the City, pursuant to this Agreement, shall not exceed \$15,000,000.

- b. City will use all reasonable efforts to process all curbside loads. If more than 5 percent of the mixed jurisdiction and County curbside Program loads are rejected for processing and disposed of at a County landfill, then the County may request that the cost apportionment be reconsidered.
  - c. Payment of funds from County to City under the terms of this Agreement shall only be made for actual expenses reasonably related to the operation of the Facility, net of any Facility revenue.
  - d. Payment of funds from County to City shall be made only upon City submitting a claim or invoice to County which is determined by County, at its sole discretion, to properly document the City's actual expenses and Facility revenues. County shall exercise its discretion in good faith.
  - e. County may withhold payment if the City fails to meet the terms of this Agreement.
  - f. Claims or invoices shall be submitted by City to the Director of the Department. Final claims or invoices must be filed no later than sixty (60) days following the termination of the Agreement.
  - g. County shall make payment within thirty (30) days of receipt of a valid claim or invoice from City.
10. Capital Asset Reconciliation. If this Agreement is terminated prior to expiration, the County shall be paid the pro-rata portion by City of the then current salvage value (less

any administrative costs of appraisal or sale) of any equipment purchased as a part of this agreement. The salvage value shall be determined by either a public sale of the equipment or by an appraisal by a qualified appraiser mutually agreed to by City and Department. Whether the value is to be determined by sale or appraisal shall be decided by City in its sole discretion.

11. Joint Limitation on Liabilities and Indemnification.

- a. City agrees to indemnify, hold harmless, and at request of County, defend County, its agents, servants, officers, and employees from any and all claims, demands, liabilities, fines, penalties, losses or causes of action for damage to or destruction of property or for injury to or death of persons which relate to or are in any way connected with City's performance of its obligations under this Agreement and which arise by virtue of City's own acts or omissions (either directly or through or by its agents, contractors, subcontractors, officers, or employees).
- b. County agrees to indemnify, hold harmless and, at request of City, defend City, its agents, servants, officers, and employees from any and all claims, demands, liabilities, fines, penalties, losses or causes of action for damage to or destruction of property or for injury to or death of persons which relate to or are in any way connected with County's performance of its obligations under this Agreement and which arise by virtue of County's own acts or omissions (either directly or through or by its agents, contractors, subcontractors, officers, or employees).
- c. The party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt notice of the filing of the claim to the other party.

12. Materials Received or Generated by the Facility not to be Landfilled. City agrees that the Green Waste and Recyclable Materials received by City at the Facility, and any products such as mulch, wood chips or compost, created from these materials, shall not be disposed in any landfill in the County of Kern or elsewhere. County acknowledges that the Facility may inadvertently receive small amounts of non-hazardous contamination, along with recyclable materials. For purposes of this Agreement, "non-hazardous contamination" shall mean paper, plastic, metal, litter, painted wood, oleander trimmings, and palm tree trimmings. County agrees that City may screen out and subsequently dispose of non-hazardous contamination at the Bena Landfill without charge, so long as the non-hazardous contamination is otherwise acceptable at the landfill. The amount of non-hazardous contamination so disposed of at Bena Landfill during each year of this Agreement shall not exceed 13 percent of the total tons of material from the City and County curbside collection programs processed at the Facility during that year. Within thirty (30) days of the end of each full year of this Agreement, City shall pay County the normal County gate fee for any amount of non-hazardous contamination in excess of the 13 percent of total tonnage of Green Waste from the Curbside Collection Programs processed at the Facility during that year. The amount of material included in any packer truck loads which are rejected for processing prior to dumping the material on the Facility tipping pad shall not be included in these calculations as processed material nor as non-hazardous contamination.

13. Establishment of Fees. In the event that the City chooses to impose fees on the public for use of the facility, the Department shall be notified ninety (90) days prior to the introduction of the fees. Upon notification of such fees, the Department has the right to

CITY OF BAKERSFIELD  
ORIGINAL

renegotiate any and all terms of this Agreement. If the Department is not satisfied with the outcome of the renegotiations, the Department may terminate this agreement upon activation of the fees notwithstanding the requirements of Section 22 of this Agreement.

14. Insurance. City and County represent that they are self-insured and will, throughout the term of this Agreement, maintain their insurance programs under which City and County shall have a retention and excess insurance coverage. City represents and warrants that the contractor who operates the Facility for City has insurance covering his operation of the Facility, which may include commercial general liability insurance, or its equivalent, and other forms of insurance relating to the contractor's operation of the Facility. City shall obtain from this contractor, or any successor to this contractor, a certificate or certificates of insurance evidencing that County, its officers, employees and agents are named as additional insured on all such insurance relating to the operation of the Facility, including any commercial general liability insurance or its equivalent, held by City's contractor, or successor contractors, and that, if requested, a legal defense shall be provided for all such additional insured. This certificate or certificates of insurance shall be provided to the Director of the Department immediately upon the execution of this Agreement by all parties and must be in form and content acceptable to the Director of the Department. In addition, this certificate or certificates of insurance shall also contain an endorsement providing that their coverage shall not be canceled or reduced until thirty (30) days after County receives notice of such cancellation or reduction.
15. Workers Compensation Insurance. City and County warrant that, at all times during the term of this Agreement, they shall have and maintain Workers' Compensation Insurance in compliance with the Labor Code of California.
16. Permits and Licenses. City, at its cost and expense, shall obtain and maintain throughout the term of this Agreement all permits, licenses and approvals necessary or required for City to operate the Facility and to perform the work and services required by this Agreement.
17. Compliance with Laws and Regulations. City agrees that in operating the Facility and in performing the work and services required by this Agreement, City and its agents, contractors and subcontractors are in compliance and will comply with any and all federal, state, and local laws, statutes, ordinances, orders and regulations now in effect, or hereafter enacted during the term of this Agreement, which apply to the City and its agents, contractors and subcontractors with respect to operating the Facility and performing the work and services required by this Agreement.
18. Right to Enter and Observe. County and its officers, employees and agents shall have the right to enter and observe any premises where the City or its agents, contractors or subcontractors are operating the Facility.
19. Right to Audit. County shall have the right to audit City's records relating to the Facility and, accordingly, City agrees to the following:
  - a. County shall have the right to audit City's records relating to the Facility and this Agreement.

- b. City shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully.
  - c. City shall retain all records pertinent to this Agreement for a period of three (3) years from the termination or expiration of this Agreement. If at the end of this three (3) year period, there is litigation or an audit involving these records, City shall retain the records until the resolution of such litigation or audit.
  - d. Immediately upon receiving a request from County, City shall make its records pertinent to the Facility and this Agreement available for inspection and audit by County, or any authorized representative thereof.
  - e. City shall prepare or cause to be prepared any reasonable reports or audits regarding the expenditure of funds provided by County in accordance with this Agreement when so requested by County. Receipt of any audit prepared or caused to be prepared by City, does not prohibit County from performing any additional audit work required to follow up on findings, as deemed necessary by County.
  - f. In the event that City has an audit pertaining in any degree to the expenditure of funds relating to the Facility or this Agreement, any such audit shall be provided to County upon its completion and City shall retain the audit work papers for three (3) years from the date the audit was completed.
  - g. Within sixty (60) days following the end of each of City's fiscal years during the term of this Agreement, City shall provide to County an accounting prepared in accordance with accepted accounting procedures of all monies received from County during that fiscal year under this Agreement, how the monies were disbursed and any balance remaining.
20. Waiver of Default. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.
21. Merger and Modification. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in writing, approved by the City Council and County's Board of Supervisors and signed by both parties.
22. Termination. This Agreement may be terminated by either party upon one hundred eighty (180) days written notice to the other party. Termination shall be effective one hundred eighty (180) days after written notice is mailed pursuant to Section 28 below. County shall not be required to reimburse City for any expenses incurred by City after the effective date of any termination. The "maximum daily payment" referred to below in this section is equal to the amount to be provided by County to City in any particular quarter (indicated in Section 9a above) divided by the number of days in that particular quarter. Notwithstanding any other provision of this Agreement and regardless of the amount of the expenses incurred by City as of the effective date of the termination, the maximum amount County shall be obligated to reimburse City under this Agreement for the quarter in which any termination is effective shall not exceed the amount determined by multiplying the "maximum daily payment" for that particular quarter in which the termination shall be effective by the number of days in that particular quarter which have

passed prior to the effective date of the termination. This section shall not apply if this Agreement terminates in due course.

23. Execution. This Agreement is effective as of July 1, 2008. It is the product of negotiation and, therefore, shall not be construed against any party.
24. Independent Entities. City and County agree that nothing in this Agreement shall be construed to mean that County and City are in a joint venture, partnership, agency, or employment relationship or any other relationship other than independent entities.
25. Assignment. This contract shall not be assigned by any party, or any party substituted, without prior written consent of all the parties.
26. No Authority to Bind Parties. It is understood that neither party, in its performance of any and all duties under this Agreement, has any authority to bind the other to any agreements or undertakings with respect to any and all persons or entities with whom either party deals in the course of operating the Facility and/or the Program.
27. Headings. All section headings are for reference only and shall not be considered in construing this Agreement.
28. Notices. All notices relative to this Agreement shall be given in writing and shall be sent by certified or registered mail and be effective upon depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

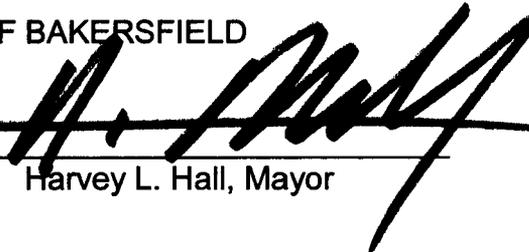
CITY: City of Bakersfield  
City Hall  
1501 Truxtun Avenue  
Bakersfield, California 93301

COUNTY: County of Kern  
Department of Waste Management  
2700 "M" Street, Suite 500  
Bakersfield, California 93301

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day first-above written.

CITY OF BAKERSFIELD

COUNTY OF KERN

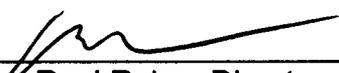
By:   
Harvey L. Hall, Mayor

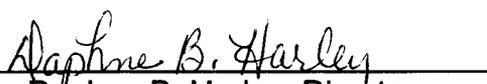
By:   
VICE- Chairman, Board of Supervisors

JUN 10 2008

APPROVED AS TO CONTENT:  
Public Works Department

APPROVED AND RECOMMENDED:  
Waste Management Department

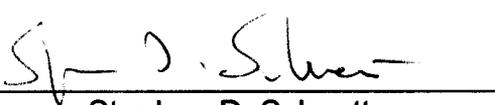
By:   
Raul Rojas, Director

By:   
Daphne B. Harley, Director

APPROVED AS TO FORM:  
Office of City Attorney

APPROVED AS TO FORM:  
Office of County Counsel

By:   
Virginia Gennaro  
City Attorney

By:   
Stephen D. Schuett  
Assistant County Counsel

COUNTERSIGNED:

By:   
Nelson Smith  
City Finance Director

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## Green and Wood Waste Diversion Program Agreement

### EXHIBIT "A"

#### Determination of Amount of Green Waste from the Unincorporated Separate Collection Program

- T = total amount of green waste from city and County separate collection programs  
MC = amount of green waste collected by City trucks within City limits  
H = amount of green waste collected by haulers in both City limits and County  
Unincorporated area  
HC = amount of green waste collected by haulers in City limits  
HC<sub>o</sub> = amount of green waste collected by haulers in County unincorporated area  
MCA = number of green waste accounts collected by City trucks in the City limits  
HCA = number of green waste accounts collected by the haulers in the City limits

#### Assumptions:

1. MCA and HCA are known and can be reported monthly
2. MC is determined by continuous weighing.
3. H is determined the same way as MC.

#### Calculations:

- T = MC + H  
HC = HCA X (MC/MCA)  
HC<sub>o</sub> = H - HC

#### Cost Proportion

City percentage of cost is  $(MC + HC)/T \times 100$

County percentage of cost is  $HC_o/T \times 100$

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**CITY OF BAKERSFIELD  
SOLID WASTE DIVISION**

**MT. VERNON RECYCLING FACILITY  
EXHIBIT "B"  
FY 2008-09**

Account	Description	FY08-09 Proposed Budget	Wood Chips %	Self Haul Greenwaste %	Curbside/ Greenwaste %	Wood Chips \$	Self Haul Greenwaste \$	Curbside/ Greenwaste \$
10.01	REGULAR PAY	\$1,458,250	%	%	%	\$	\$	\$
10.02	TEMPORARY PAY	\$0						
10.03	OVERTIME PAY	\$100,000						
10.04	VACATION/SICK LEAVE PAY	\$0						
10.05	LONGEVITY PAY	\$426						
10.06	PREMIUM PAY	\$5,000						
10.07	CALLBACK PAY	\$1,500						
10.09	SHIFT DIFFERENTIAL PAY	\$15,000						
10.14	SPECIALITY PAY	\$652						
10.18	FLSA PREMIUM	\$800						
10.19	COMPENSATED ABSENCES	\$0						
10.20	SICK LEAVE CONVERSION PAY	\$2,500						
10.31	LIFE INSURANCE	\$3,817						
10.33	MEDICARE INSURANCE	\$20,015						
10.35	MEDICAL INSURANCE-ACTIVE	\$309,138						
10.36	MEDICAL INSURANCE-RETIREE	\$200,500						
10.38	WORKERS COMP INS ALLOC	\$119,433						
10.44	PERS - MISCELLANEOUS	\$268,495						
		<b>\$2,505,526</b>	<b>33%</b>	<b>28%</b>	<b>39%</b>	<b>\$831,815</b>	<b>\$709,971</b>	<b>\$988,795</b>
30.11	ADMINISTRATIVE ALLOCATION	\$220,000	33%	28%	39%	\$72,600	\$61,600	\$85,800
30.12	DIRECT ALLOCATION	\$12,000	33%	28%	39%	\$3,960	\$3,360	\$4,680
40.21	INTERNAL VEHICLES	\$2,350,000	38%	17%	45%	\$903,968	\$404,219	\$1,061,298
40.22	INTERNAL EQUIP DEFAULT	\$0	0%	0%	0%	\$0	\$0	\$0
40.23	INTERNAL COMM EQUIP	\$11,669	38%	17%	45%	\$4,434	\$1,984	\$5,251
40.24	INTERNAL TELEPHONE EQUIP	\$250	38%	17%	45%	\$95	\$43	\$113
40.26	INTERNAL COMPUTER EQUIP	\$2,048	38%	17%	45%	\$778	\$348	\$922
40.31	REPAIR & MAINTENANCE	\$1,000	38%	17%	45%	\$380	\$170	\$450
40.42	RENTAL - EQUIP	\$349,000	38%	17%	45%	\$132,620	\$59,330	\$157,050
50.11	LIABILITY INS ALLOCATION	\$20,453	33%	28%	39%	\$6,749	\$5,727	\$7,977
50.12	PROPERTY INS ALLOCATION	\$4,193	33%	28%	39%	\$1,384	\$1,174	\$1,635
50.22	CLAIM PAYMENTS	\$2,500	38%	17%	45%	\$950	\$425	\$1,125
50.31	TELEPHONE - LONG DISTANCE	\$1,200	38%	17%	45%	\$456	\$204	\$540
50.51	PRINTING AND BINDING	\$4,000	38%	17%	45%	\$1,520	\$680	\$1,800
50.52	INTERNAL DUPLICATION	\$500	38%	17%	45%	\$190	\$85	\$225
50.61	REIMBURSABLE EXPENSE	\$1,500	38%	17%	45%	\$570	\$255	\$675
50.66	EDUCATIONAL ASSISTANCE	\$1,000	38%	17%	45%			
50.91	OTHER OUTSIDE SERVICES	\$554,000	38%	17%	45%	\$210,520	\$94,180	\$249,300
60.21	WATER	\$60,000	38%	17%	45%	\$22,800	\$10,200	\$27,000
60.23	ELECTRICITY	\$600,000	38%	17%	45%	\$228,000	\$102,000	\$270,000
60.31	OFFICE SUPPLIES	\$3,000	38%	17%	45%	\$1,140	\$510	\$1,350
60.38	UNIFORMS & ACCESSORIES	\$13,000	38%	17%	45%	\$4,940	\$2,210	\$5,850
60.39	COMPUTER SUPPLIES	\$500	38%	17%	45%	\$190	\$85	\$225
60.51	OTHER MATERIALS/SUPPLIES	\$68,000	38%	17%	45%	\$25,840	\$11,560	\$30,600
60.62	SIGNAL & COMM EQ (MINOR)	\$0	0%	0%	0%	\$0	\$0	\$0
60.63	COMP HRDWAR SFTWAR (MINOR)	\$0	0%	0%	0%	\$0	\$0	\$0
70.12	CONTRIBUTIONS	\$0	0%	0%	0%	\$0	\$0	\$0
70.14	OTHER GOVT FEES / CHARGES	\$10,000	38%	17%	45%	\$3,800	\$1,700	\$4,500
80.68	OTHER EQUIPMENT	\$0	38%	17%	45%	\$0	\$0	\$0
<b>TOTAL OPERATING</b>		<b>\$4,289,813</b>				<b>\$1,627,884</b>	<b>\$762,048</b>	<b>\$1,918,365</b>

		FY08-09						
Account	Description	Proposed Budget	Wood Chips	Self Haul Greenwaste	Curbside/ Greenwaste	Wood Chips	Self Haul Greenwaste	Curbside/ Greenwaste
80-11	Land Improvement (2)	\$0	38%	17%	45%	\$0	\$0	\$0
99-99	New Equipment (1)	\$300,000	38%	17%	45%	\$114,000	\$51,000	\$135,000
<b>TOTAL CAPITAL EXPENDITURES</b>		<b>\$300,000</b>				<b>\$114,000</b>	<b>\$51,000</b>	<b>\$135,000</b>
<b>TOTAL BUDGET (585)</b>		<b>\$7,095,339</b>				<b>\$2,573,700</b>	<b>\$1,523,019</b>	<b>\$3,042,160</b>

\$114,000
38%
17%
45%
\$114,000
\$51,000

\$114,000
\$51,000

<b>ESTIMATED INBOUND TONNAGE</b>	<b>202,966</b>	<b>112,882</b>	<b>42,170</b>	<b>61,675</b>
<b>ESTIMATED OPERATING COST PER TON</b>	<b>\$33</b>	<b>\$21.83</b>	<b>\$32.56</b>	<b>\$48.52</b>

\*\*\*\*\*

**Notes:**

1) 4 Cubic Yard Loader	\$300,000
<b>TOTAL</b>	<b>\$300,000</b>

\*\*\*Note: Equipment Purchase will rollover to FY 08-09 if total amount is not spent in FY 07-08.\*\*\*

Portable Loading Conveyor	\$100,000
Greenwaste Feed Bunker	\$223,000
<b>TOTAL</b>	<b>\$323,000</b>

**AGREEMENT NO. 08-087 (v)**

**AMENDMENT NO. ONE [1] TO  
AGREEMENT NO. 08-087**

**(County of Kern – City of Bakersfield)**

THIS AMENDMENT is entered into as of the           MAY 15 2013          , 2013, by and between the **COUNTY OF KERN**, a political subdivision of the State of California (hereinafter referred to as "County"), and the **CITY OF BAKERSFIELD**, a charter city and municipal Corporation (hereinafter referred to as "City").

**W I T N E S S E T H:**

WHEREAS, on May 21, 2008, the County and the City entered into an Agreement for a Green and Wood Waste Diversion Program (Kern County Agreement No. 447-2008 and City of Bakersfield Agreement No. 08-087); and

WHEREAS, with the passage of Assembly Bill 939 into law (Chapter 1095 of the Statutes of 1990), California cities and counties are required to develop and implement source reduction, recycling and composting activities that will divert 50 percent of all solid waste from landfill facilities; and

WHEREAS, the County wishes to maintain diversion through continued implementation of the curbside green waste diversion program (Program) in the unincorporated Bakersfield area; and

WHEREAS, material collected from the Program must be processed to be marketable for reuse; and

WHEREAS, the County does not have such a processing facility; and

WHEREAS, the City operates a green and wood waste processing facility (Facility) near Mt. Vernon Avenue and Highway 58 which accepts green and wood waste from the public and processes it to form products (such as cogeneration fuel, compost, mulch or alternate daily cover); and

WHEREAS, the Facility benefits citizens in both the incorporated and unincorporated regions of the Bakersfield Metropolitan area by allowing customers to haul green and wood waste for processing; and

WHEREAS, the Facility is a waste diversion program consistent with the County's Source Reduction and Recycling Element;

WHEREAS, the City and the County agree to extend the agreement for an additional 5 years with the termination date of June 30, 2018.

WHEREAS, the City and County agree to amend the existing budget as set forth in Exhibit B attached hereto and incorporated by reference herein.

WHEREAS, the City is agreeable to the extension and shall continue to provide the services under the terms and conditions in the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the County and the City as follows:

1. Section 1 is amended to read:

Term. Unless terminated under the provisions of Section 22, this Agreement shall terminate on June 30, 2018.

2. Section 2.e. is amended to read:

The Facility shall be open to the public to deposit wood, food, and green waste, seven days a week, a minimum of eight hours per day, and at least 360 days per year.

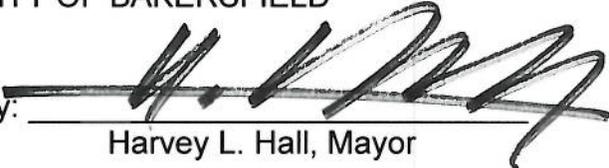
3. Exhibit B of the original agreement is hereby amended and replaced by the Exhibit B attached hereto and incorporated by reference herein.
4. Except as modified by this Amendment, all the remaining terms and conditions of the original Agreement shall remain in full force and effect.

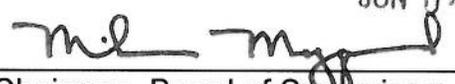
[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day first-above written.

CITY OF BAKERSFIELD

COUNTY OF KERN

By:   
Harvey L. Hall, Mayor

By:  JUN 04 2013  
Chairman, Board of Supervisors  
**MIKE MAGGARD**

APPROVED AS TO CONTENT:  
Public Works Department

APPROVED AND RECOMMENDED:  
Waste Management Department

By:   
Raul Rojas, Director

By:   
Douglas E. Landon, Director

APPROVED AS TO FORM:  
Virginia Gennaro  
Office of City Attorney

APPROVED AS TO FORM:  
Office of County Counsel

By:   
Joshua Rudnick  
Deputy City Attorney

By:   
Devin Brown  
Deputy County Counsel

COUNTERSIGNED:

By:   
Nelson Smith  
City Finance Director

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Account	Description	FY13-14		Self Haul Greenwaste	Curbside/ Greenwaste	Wood Chips	Self Haul Greenwaste	Curbside/ Greenwaste
		Adjusted Budget	Wood Chips					
10.01	REGULAR PAY	\$1,531,207	%	%	%	\$	\$	\$
10.02	TEMPORARY PAY	\$19,169						
10.03	OVERTIME PAY	\$40,000						
10.04	VACATION/SICK LEAVE PAY	\$5,000						
10.05	LONGEVITY PAY	\$847						
10.06	PREMIUM PAY	\$5,000						
10.07	CALLBACK PAY	\$100						
10.09	SHIFT DIFFERENTIAL PAY	\$1,500						
10.14	SPECIALITY PAY	\$1,000						
10.15	AUTO ALLOWANCE	\$397						
10.18	FLSA PREMIUM	\$150						
10.19	COMPENSATED ABSENCES	\$0						
10.20	SICK LEAVE CONVERSION PAY	\$1,000						
10.31	LIFE INSURANCE	\$1,747						
10.33	MEDICARE INSURANCE	\$20,870						
10.35	MEDICAL INSURANCE-ACTIVE	\$266,773						
10.36	MEDICAL INSURANCE-RETIREE	\$204,300						
10.38	WORKERS COMP INS ALLOC	\$159,859						
10.44	PERS - MISCELLANEOUS	\$357,117						
10.48	CITY 1% MATCH -RHS PLAN	\$3,939						
		<b>\$2,619,975</b>	<b>33%</b>	<b>27%</b>	<b>40%</b>	<b>\$857,947</b>	<b>\$715,821</b>	<b>\$1,046,207</b>
30.11	ADMINISTRATIVE ALLOCATION	\$230,000	33%	28%	39%	\$75,900	\$64,400	\$89,700
30.12	DIRECT ALLOCATION	\$5,000	33%	28%	39%	\$1,650	\$1,400	\$1,950
40.21	INTERNAL VEHICLES	\$1,835,640	33%	19%	48%	\$605,480	\$349,761	\$880,399
40.23	INTERNAL COMM EQUIP	\$7,336	38%	17%	45%	\$2,788	\$1,247	\$3,301
40.24	INTERNAL TELEPHONE EQUIP	\$595	38%	17%	45%	\$226	\$101	\$268
40.26	INTERNAL COMPUTER EQUIP	\$2,331	38%	17%	45%	\$886	\$396	\$1,049
40.31	REPAIR & MAINTENANCE	\$200,000	40%	10%	50%	\$80,000	\$20,000	\$100,000
40.42	RENTAL - EQUIP	\$142,500	40%	20%	40%	\$57,000	\$28,500	\$57,000
50.11	LIABILITY INS ALLOCATION	\$16,595	33%	28%	39%	\$5,476	\$4,647	\$6,472
50.12	PROPERTY INS ALLOCATION	\$1,973	33%	28%	39%	\$651	\$552	\$769
50.22	CLAIM PAYMENTS	\$5,000	38%	17%	45%	\$1,900	\$850	\$2,250
50.31	TELEPHONE - LONG DISTANCE	\$1,000	38%	17%	45%	\$380	\$170	\$450
50.33	TELEPHONE - CELL PHONES	\$600	38%	17%	45%	\$228	\$102	\$270
50.51	PRINTING AND BINDING	\$3,000	20%	60%	20%	\$600	\$1,800	\$600
50.52	INTERNAL DUPLICATION	\$400	38%	17%	45%	\$152	\$68	\$180
50.61	REIMBURSABLE EXPENSE	\$6,000	38%	17%	45%	\$2,280	\$1,020	\$2,700
50.66	EDUCATIONAL ASSISTANCE	\$500	38%	17%	45%	\$190	\$85	\$225
50.91	OTHER OUTSIDE SERVICES	\$314,744	20%	10%	70%	\$62,949	\$31,474	\$220,321
60.21	WATER	\$40,000	10%	30%	60%	\$4,000	\$12,000	\$24,000
60.23	ELECTRICITY	\$288,000	60%	10%	30%	\$172,800	\$28,800	\$86,400
60.31	OFFICE SUPPLIES	\$2,000	38%	17%	45%	\$760	\$340	\$900
60.38	UNIFORMS & ACCESSORIES	\$12,000	38%	17%	45%	\$4,560	\$2,040	\$5,400
60.39	COMPUTER SUPPLIES	\$0	38%	17%	45%	\$0	\$0	\$0
60.51	OTHER MATERIALS/SUPPLIES	\$80,000	40%	10%	50%	\$32,000	\$8,000	\$40,000
60.62	SIGNAL & COMM EQ (MINOR)	\$0	0%	0%	0%	\$0	\$0	\$0
60.63	COMP HRDWAR SFTWAR (MINOR)	\$0	0%	0%	0%	\$0	\$0	\$0
70.12	CONTRIBUTIONS	\$0	0%	0%	0%	\$0	\$0	\$0
70.14	OTHER GOVT FEES / CHARGES	\$15,000	38%	17%	45%	\$5,700	\$2,550	\$6,750
80.68	OTHER EQUIPMENT	\$0	38%	17%	45%	\$0	\$0	\$0
<b>TOTAL OPERATING</b>		<b>\$3,210,214</b>				<b>\$1,118,556</b>	<b>\$560,304</b>	<b>\$1,531,354</b>
	<b>Total Salary &amp; Operating Expense =</b>	<b>\$5,830,189</b>						
80-11	Land Improvement	\$370,000	20%	40%	40%	\$74,000	\$148,000	\$148,000
80-21	Buildings	\$0	100%	0%	0%	\$0	\$0	\$0
99-99	New Equipment	\$0				\$0	\$0	\$0
<b>TOTAL CAPITAL EXPENDITURES</b>		<b>\$370,000</b>				<b>\$74,000</b>	<b>\$148,000</b>	<b>\$148,000</b>
<b>TOTAL BUDGET (\$85)</b>		<b>\$6,200,189</b>	<b>35%</b>	<b>22%</b>	<b>43%</b>	<b>\$2,167,689</b>	<b>\$1,357,295</b>	<b>\$2,675,205</b>
<b>ESTIMATED REVENUE</b>		<b>\$882,000</b>	<b>39%</b>	<b>25%</b>	<b>36%</b>	<b>\$343,980</b>	<b>\$217,338</b>	<b>\$320,682</b>
<b>NET PROGRAM EXPENSES</b>		<b>\$5,318,189</b>	<b>35%</b>	<b>22%</b>	<b>43%</b>	<b>\$1,859,327</b>	<b>\$1,164,215</b>	<b>\$2,294,647</b>
<b>County Share 30%</b>		<b>\$1,595,457</b>	<b>35%</b>	<b>22%</b>	<b>43%</b>	<b>\$557,798</b>	<b>\$349,264</b>	<b>\$688,394</b>
<b>ESTIMATED INBOUND TONNAGE</b>		<b>189,000</b>	<b>39%</b>	<b>25%</b>	<b>36%</b>	<b>\$73,710</b>	<b>\$46,573</b>	<b>\$68,717</b>
<b>ESTIMATED OPERATING COST PER TON</b>		<b>\$28</b>				<b>\$25</b>	<b>\$25</b>	<b>\$33</b>

Notes:

Capital Improvement Projects	Budgeted Amount:	Capital Outlay Account:
P2K210 GLASS SEPARATION SCREEN	\$190,000	421-4081-814 80-11
P2K212 CONVEYOR LENGTH EXTENTION	\$180,000	421-4081-814 80-11
<b>Total CIP Budget:</b>	<b>\$370,000</b>	

## Appendix 1.3.2

### AB 1420 Self-Certification Statement Table 1



C1 C2 C3 C4 C5 C6 C7 C8 C9 C10 C11 C12 C13 C14 C15 C16 C17 C18

BMPs required for Wholesale Supplier	BMPs required for Retail Supplier	BMPs	BMP Implemented by Retailers and/or Wholesalers / BMP			Compliance Options/Alternative Conservation Approaches (1)			BMP Is Exempt (2)			BMP Implementation Requirements Met					
			Wholesaler Yes/No	Regional Yes/No	BMP Checklist	Flex Track	Gallons Per Capita Per Day GPCD	Not Cost Effective	Lack of Funding	Lack of Legal Authority	CUWCC MOU Requirement Met: Retailer Yes/No	CUWCC MOU Requirement Met: Wholesaler Yes/No	Date of BMP Report Submitted to CUWCC for (2007-2008) (MOU Signatories) (3)	Date BMP Implementation Data Submitted to DWR in CUWCC Format (Non MOU Signatories) (3)	All Supporting Documents have been Submitted Yes/No		
		BMP 5 Large Landscape Conservation Programs and Incentives															
	✓	BMP 6 High-Efficiency Washing Machine Rebate Programs															
✓	✓	BMP 7 Public Information	Y					Y									5/23/2014 Y
✓	✓	BMP 8 School Education	Y					Y									5/23/2014 Y
		BMP 9 Conservation programs for Commercial, Industrial, and Institutional (CII) Accounts															
✓		BMP 10 Wholesale Agency Assistance Programs	Y					Y									5/23/2014 Y
	✓	BMP 11 Conservation Pricing															5/23/2014 Y
	✓	BMP 12 Conservation Coordinator															
	✓	BMP 13 Water Waste Prohibitions															
		BMP 14 Residential ULFT Replacement Programs															

\*C6: Wholesaler may also be a retailer (supplying water to end water users)  
 \*\*C8, \*\*C9, \*\*, and C10: Agencies choosing an alternative conservation approach are responsible for achieving water savings equal or greater than that which they would have achieved using only BMP list.  
 (1) For details, please see: <http://www.cuwcc.org/mou/exhibit-1-bmp-definitions-schedules-requirements.aspx>.  
 (2) BMP is exempt based on cost-effectiveness, lack of funding, and lack of legal authority criteria as detailed in the CUWCC MOU  
 (3) Non MOU signatories must submit to DWR reports and supporting documents in the same format as CUWCC.

Table 1: Gallons Per Capita Per Day (GPCD) Calculation for Years 2010 through 2013

Year	Single Family Residential Connections	Multi-family Residential Connections	Total Residential Connections	Estimated Persons Per Residential Connection	Estimated Population	Annual Water Usage (MG)	GPCD
2010	37125	374	37499	3.48	130600	14080.18	295
2011	37508	382	37890	3.48	131962	13965.54	290
2012	38131	386	38517	3.48	134145	13399.87	274
2013	38926	387	39313	3.48	136918	13802.4	276

Appendix 1.3.3

AB 1420 Water Meter Compliance  
Self-Certification Form

Low Energy, Water, and Emissions Compost System

California State Water Resources Control Board  
California Department of Water Resources  
California Department of Public Health



**CERTIFICATION FOR  
COMPLIANCE WITH WATER METERING REQUIREMENTS  
FOR FUNDING APPLICATIONS**

Funding Agency name: California Department of Water Resources

Funding Program name: 2014 Water-Energy Grant Program

Applicant (Agency name): City of Bakersfield

Project Title (as shown on application form): Low Energy, Water, and  
Emissions Compost System

Please check one of the boxes below and sign and date this form.

As the authorized representative for the applicant agency, I certify under penalty of perjury under the laws of the State of California, that the agency is not an urban water supplier, as that term is understood pursuant to the provisions of section 529.5 of the Water Code.

As the authorized representative for the applicant agency, I certify under penalty of perjury under the laws of the State of California, that the applicant agency has fully complied with the provisions of Division 1, Chapter 8, Article 3.5 of the California Water Code (sections 525 through 529.7 inclusive) and that ordinances, rules, or regulations have been duly adopted and are in effect as of this date.

I understand that the Funding Agency will rely on this signed certification in order to approve funding and that false and/or inaccurate representations in this Certification Statement may result in loss of all funds awarded to the applicant for its project. Additionally, for the aforementioned reasons, the Funding Agency may withhold disbursement of project funds, and/or pursue any other applicable legal remedy.

Jason L. Meadors  
Name of Authorized Representative  
(Please print)

Jason L. Meadors  
Signature

Water Resources Director  
Title

12/10/2014  
Date