

**AGREEMENT FOR RESIDENTIAL AND COMMERCIAL RAINWATER  
COLLECTION INCENTIVES PILOT PROGRAM BETWEEN MUNICIPAL WATER  
DISTRICT OF ORANGE COUNTY AND COUNTY OF ORANGE**

This Agreement is effective as of \_\_\_\_\_, 2026, by and between the Municipal Water District of Orange County (“MWDOC”) and the County of Orange, through OC Public Works (“OCPW” or “County”); OCPW and MWDOC may individually be referred to as “Party” and collectively referred to as “Parties”).

**RECITALS**

WHEREAS, the federal Clean Water Act (33 USC §§ 1251, set seq.) and its implementing regulations (40 CFR §§122.21, et seq.), and chapter 5.5, division 7, of the California Water Code (commencing with section 13370), give authority to Regional Water Quality Control Boards to issue National Pollutant Discharge Elimination System (NPDES) permits for discharges from Municipal Separate Storm Sewer Systems (MS4s) to waters of the United States.

WHEREAS, the San Diego Regional Water Quality Control Board (“Regional Water Board”) issued Order No. R9-2013-0001, as amended by Order Nos. R9-2015-0001 and R9-2015-0100 NPDES No. CAS0109266 (collectively, “NPDES Permit”), to the County and cities in the region known as South Orange County.

WHEREAS, the NPDES Permit includes requirements to effectively prohibit non-stormwater discharges into MS4s and to reduce the discharge of pollutants in stormwater to the maximum extent practicable.

WHEREAS, OCPW currently administers the H2OC RainSmart Rebates Program (“RainSmart Program”), a pilot rebate program to incentivize installation of landscape features designed to reduce non-stormwater discharges into the MS4 and benefit the water quality of South Orange County.

WHEREAS, the RainSmart Program is available to residential and commercial property owners for properties receiving water from El Toro Water District, Laguna Beach County Water District, Moulton Niguel Water District, Santa Margarita Water District, South Coast Water District, Trabuco Canyon Water District, and the City of San Clemente (“SOC Agencies”).

WHEREAS, OCPW desires to work with MWDOC, on a trial basis, to have MWDOC assist in the administration of the RainSmart Program.

WHEREAS, MWDOC administers a suite of landscape-focused programs, including but not limited to, the Turf Replacement Program, the Spray to Drip Rebate Program, the Rain Barrel Rebate Program, and the Smart Timer Rebate Program (collectively, “Landscape Programs”).

WHEREAS, South Orange County residential and commercial customers may combine certain elements of the RainSmart Program with the Landscape Programs, creating opportunities for additional rebates.

WHEREAS, MWDOC is willing to process and issue rebates for the RainSmart Program together with its Landscape Programs, to facilitate the water quality-focused landscape incentives.

NOW, THEREFORE, in consideration as set forth below and the mutual promises of the Parties hereto, it is agreed:

1. Section 1: Term, Termination and Incorporation of Recitals

- 1.1 This Agreement, including the above Recitals, which are hereby incorporated by reference, sets forth the Parties' mutual understanding and respective obligations related to MWDOC's processing and issuance of rebates for the RainSmart Program. This Agreement will be effective as of the date first set forth above and shall terminate two (2) years after the effective date ("Term"), or when either Party terminates the Agreement pursuant to section 1.2, whichever shall first occur. This Agreement may be extended beyond the two-year term pursuant to written agreement of the Parties. This Agreement may be amended at any time by written agreement of the Parties.
- 1.2 This Agreement may be terminated by either Party for any reason upon thirty (30) days' written notice to the other Party. Within one hundred (120) days of the termination date, MWDOC will provide a final report to OCPW of any rebate activity coordinated by MWDOC.
- 1.3 In the event the Agreement is terminated early, OCPW is responsible for funding any applications and accompanying administrative fees that were initiated prior to the effective date of termination.
- 1.4 Notwithstanding any other provision in this Agreement, funds for the Landscape Programs are conditioned upon availability, and MWDOC is under no obligation to fund the Landscape Programs if MWDOC determines, in its own discretion, that such funding is exhausted, reduced, eliminated, or unavailable from any funding source, for any reason.

2. Section 2: MWDOC and OCPW Mutual Obligations

- 2.1 MWDOC will process and issue rebates for the RainSmart Program, under MWDOC's existing rebates system for the Landscape Programs, in accordance with the RainSmart Program terms and conditions, as reflected in the "H2OC RainSmart Rebates Program Participant Agreement" attached hereto as Exhibit 1 and incorporated herein by reference. The Parties agree that MWDOC's responsibility for the RainSmart Program is limited to the tasks described in this Agreement.
- 2.2 OCPW will:
  - 2.2.1 Pay one lump sum payment to MWDOC *in the amount of \$100,000.00* ("RainSmart Program Fund"), to cover the costs of RainSmart Program rebates and administrative fees within 45 days of execution

of this Agreement. OCPW may provide additional funding, at its sole discretion. In such case, OCPW will notify MWDOC of the availability of additional funds and work with MWDOC to establish payment arrangements.

- 2.2.2 Issue a Notice to Proceed in substantially the same form as Exhibit 2 (attached), to those RainSmart Program applicants/applications whose project proposals have been approved (Program Participant(s)). OCPW will forward a copy of each Program Participant's Notice to Proceed and estimated rebate amount to MWDOC for processing.
- 2.2.3 In the event of cancellation of, a delay in, or an extension of a Program Participant's project, provide written notice to MWDOC of such cancellation, delay, or extension within 10 business days of becoming aware of the cancellation, delay, or extension, should OCPW become aware.
- 2.2.4 Upon each RainSmart Program project completion, determine whether the final project meets the RainSmart Program requirements and inform MWDOC of the approved project and the final approved rebate amount.
- 2.2.5 Monitor RainSmart Program estimated and approved rebates and inform MWDOC when it is estimated that fifty percent and seventy-five percent of the RainSmart Program Fund will be exhausted. OCPW will not approve rebates in excess of the RainSmart Program Fund.
- 2.2.6 For each Program Participant under the RainSmart Residential Program Only scenario, as described in Section 3, collect a completed Internal Revenue Service W9 form and forward the W9 form to MWDOC for issuance of a 1099.
- 2.2.7 Adhere to the reporting requirements and deadlines, as set forth in Section 4 – Reporting Requirements.
- 2.2.8 Upon the approval of any federal or state grant for the RainSmart Program, notify MWDOC within five (5) business days of the receipt of said grant approval. OCPW will work with MWDOC to establish any necessary controls to ensure that cross-mingling of grant funds does not occur.
- 2.2.9 Address Program Participants' questions regarding RainSmart Program requirements and rebates.

- 2.2.10 Engage, at its sole discretion, technical consultants to assist in designing landscape and stormwater features for implementation by Program Participants.
- 2.3 MWDOC will:
- 2.3.1 Deduct a \$265.00 administrative fee per application from the RainSmart Program Fund for all applications approved and forwarded by OCPW. If an application is canceled for any reason at any point prior to project completion, MWDOC will deduct only half of the administrative fee (\$132.50) from the RainSmart Program Fund.
  - 2.3.2 In the event of cancellation of, a delay in, or an extension of a Program Participant's project, provide written notice to OCPW of such cancellation, delay, or extension within 10 business days of becoming aware of the cancellation, delay, or extension.
  - 2.3.3 Upon receipt of a Notice to Proceed from OCPW, reserve the estimated RainSmart Program rebate amount from the RainSmart Program Fund.
  - 2.3.4 Upon OCPW approval of RainSmart Program project completion and rebate amount, collect Internal Revenue Service (IRS) W9 tax forms from Program Participants, process rebates to the Program Participants, deduct the rebate amount from the RainSmart Program Fund, and issue IRS 1099 forms.
  - 2.3.5 Adhere to the reporting requirements and deadlines, as set forth in Section 4 – Reporting Requirements.
  - 2.3.6 Educate the SOC Agencies regarding the RainSmart Program and rebates.
  - 2.3.7 Roll over any remaining RainSmart Program Fund money after the first year, to fund the second year; and
  - 2.3.8 Should there be remaining funds at the end of the Term or termination of this Agreement (whichever occurs first), MWDOC will refund any remaining RainSmart Program Fund to OCPW.
- 2.4 Notwithstanding any other provision in this Agreement, MWDOC may terminate the MWDOC Turf Replacement Program at any time without prior notice in the event that MWDOC determines that funding is exhausted, reduced, eliminated, or unavailable from any funding source, for any reason.
- 2.5 Should the RainSmart Program grow in scope, regions outside of South Orange County may be included in this Agreement, subject to approval by both MWDOC and OCPW.

### 3. Section 3: Program Scenarios

3.1 In accordance with this Agreement, MWDOC will issue RainSmart Program rebates to Program Participants approved by OCPW. Likely rebate scenarios include:

3.1.1 MWDOC Turf Replacement Program + Residential Rainwater Program (RainSmart Program residential rebates): Under the Turf + Residential Rainwater Program scenario, an eligible Program Participant removes turf and integrates a rain garden and/or a container (cistern or rain barrel) as the required sustainability feature, with the potential to utilize the following rebates:

3.1.1.1 MWDOC Turf Replacement Program

3.1.1.2 MWDOC Spray to Drip Rebate Program, if applicable

3.1.1.3 RainSmart Program – Residential Rainwater Program

3.1.1.4 Metropolitan Water District of Southern California rain barrel or cistern

3.1.2 MWDOC Turf Replacement Program + Large Landscape Program (RainSmart Program large landscape upgrade): Under the Turf + Large Landscape Program scenario, an eligible Program Participant removes turf and integrates a rain garden and/or a container (cistern or rain barrel) as the required sustainability feature, with the potential to utilize the following rebates:

3.1.2.1 MWDOC Turf Replacement Program

3.1.2.2 MWDOC Spray to Drip Rebate Program, if applicable

3.1.2.3 RainSmart Program – Large Landscape Program

3.1.3 Residential Rainwater Program Only: Under the Residential Rainwater Program Only Scenario, the Program Participant does not participate in MWDOC's Turf Replacement Program. Participant installs a combination of a rain container (cistern or rain barrel), feature, and/or gutters, with the potential to utilize the following rebates:

3.1.3.1 RainSmart Program – Residential Rainwater Program

3.1.3.2 Metropolitan Water District of Southern California Rain barrel or cistern

- 3.2 An example of the Parties' anticipated workflow process for rebate processing is described in Exhibit 3, attached hereto, and incorporated by reference. The Parties agree to substantially follow this workflow process, unless to do so would be impracticable or alternate arrangements have been made.

4. Section 4: OCPW and MWDOC Reporting Requirements

- 4.1 MWDOC to develop monthly reporting templates for OCPW to use to provide Program Participant rebate reservation (Pre-Project) and rebate payment (Post-Project) information to MWDOC. Each MWDOC-Program Scenario may have its own Pre-Project and Post-Project reporting requirements. Pre-Project reporting to be provided to MWDOC at such time as the Program Participant receives approval from OCPW to participate in the RainSmart Program. Post-Project reporting to be provided by OCPW to MWDOC by the first calendar day of each month to be included in that month's check batch, barring any unforeseen delay(s). Post-Project reporting received after the first calendar day of the month will be included in the following month's check batch.
- 4.2 OCPW and MWDOC will collaborate on monthly reporting templates to be sent to OCPW by MWDOC to ensure that OCPW has all the information necessary for its reporting needs to its funding partners.
- 4.3 OCPW and MWDOC to establish a file-sharing location for submission of all reports.
- 4.4 OCPW is required to submit to MWDOC upon request of MWDOC and within fourteen (14) days of receipt of such request, copies of documentation submitted by Program Participants (and not already forwarded to MWDOC) at any time throughout the term of this Agreement.
- 4.5 Parties are required to keep RainSmart Program documentation for a minimum of five (5) years after the termination date.

5. Section 5: Release and Indemnity

- 5.1 County will defend, indemnify, and hold MWDOC, its Directors, officers, agents, employees, attorneys, consultants, and authorized volunteers harmless from all claims, injuries, damages, losses, or suits arising out of the County's performance of this Agreement, except as provided in Section 5.3, below.
- 5.2 MWDOC will defend, indemnify, and hold County, its Board of Supervisors, Directors, commissioners, officers, employees, agents, and assigns harmless from any and all claims, injuries, damages, losses, or suits arising out of MWDOC's performance of this Agreement, except as provided in Sections 5.3 and 5.4, below.
- 5.3 No Party, nor any officer, board member, employee, or agent thereof, shall be responsible for any injury damage, losses or liability occurring by reason of the

negligent acts or omissions, or willful misconduct, of the other Party hereto, their officers, board members employees, or agents.

5.4 MWDOC and the SOC Agencies make no representations or warranties regarding the contracted services or products that OCPW or Program Participants may select pursuant to the RainSmart Program. MWDOC is not responsible or liable for any services provided by OCPW, any consultant retained by OCPW or County, and/or Program Participants’ designers, consultants, contractors, or the outcomes of any projects undertaken with them.

6. Section 6: Non-Appropriation of Funds

6.1 In the event the County does not appropriate sufficient funds for the RainSmart Program, this Agreement shall cover payment for such work only to the exhaustion of any Program Fund and shall automatically terminate upon said exhaustion of funds, if any.

6.2 OCPW acknowledges that MWDOC is facilitating payment to Program Participants under this Agreement for the benefit of OCPW and South Orange County residents.

7. Section 7: Notice

7.1 Any notice or communication required to be given under this Agreement shall be in writing and effective when deposited, first class postage prepaid with the United States Postal Service, addressed to the contracting Parties as set forth below or, for notices sent by electronic means, effective on the date of transmission, as reflected in the transmission.

<b>Notice to Parties</b>	
Municipal Water District of Orange County	Harvey De La Torre, General Manager Municipal Water District of Orange County 18700 Ward St. P.O. Box 20895 Fountain Valley, CA 92728 <a href="mailto:HDeLaTorre@mwdoc.com">HDeLaTorre@mwdoc.com</a>  <i>With copy to:</i>  Beth Fahl, Water Resources Administrative Analyst Municipal Water District of Orange County <a href="mailto:BFahl@mwdoc.com">BFahl@mwdoc.com</a>

County of Orange, Public Works	Amanda Carr Deputy Director – OC Environmental Resources Orange County Public Works 2301 N Glassell St. Orange, CA 92865 <a href="mailto:Amanda.Carr@ocpw.ocgov.com">Amanda.Carr@ocpw.ocgov.com</a>  <i>With copy to:</i>  Grant Sharp Manager, South OC Watershed Management Area Orange County Public Works <a href="mailto:Grant.Sharp@ocpw.ocgov.com">Grant.Sharp@ocpw.ocgov.com</a>
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8. Section 8: Jurisdiction and Venue

8.1 In all matters concerning the validity, interpretation, performance, or effect of this Agreement, the laws of the State of California shall govern and be applicable. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be in Orange County, California.

9. Section 9: Counterparts and Facsimile

9.1 The Parties may execute this Agreement in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures. The Uniform Electronic Transactions Act, California Civil Code section 1633.1 et seq., authorizes Parties to conduct business electronically. In accordance with California Civil Code section 1633.5, Parties acknowledge, consent, and agree that transactions subject to this Agreement may be effectuated by electronic means through the use of electronic and/or digital signatures. For purposes of this section, an electronic signature means an electronic symbol or process logically associated with the intent to sign an electronic record pursuant to Civil Code section 1633(h). A digital signature, which is a type of electronic signature, means an electronic identifier, created by a computer, that is intended to have the same force and effect as the use of a manual signature under Government Code 16.5(d). An example of an electronic signature would be a JPG of a manual signature imposed onto this Agreement, an example of a digital signature would be the use of DocuSign or similar provider that requires an encrypted key that certifies the authenticity of the signature. This consent to conduct transactions by electronic means through the use of electronic and/or digital signatures extends to the execution of this Agreement or any related contract or other document necessary for the performance of this Agreement

including, without limitation, any related offers, proposals, bids, amendments, change orders, task orders, and notices.

9.2 All parties have participated in the drafting of this Agreement.

10. Section 10: Severability

10.1 If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

11. Section 11: Entire Agreement

11.1 This Agreement contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations, or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without prior written approval from both parties.

IN WITNESS WHEREOF, the Parties have hereunto affixed their names as of the day and year hereinafter written, which shall be and is the effective date of this Agreement.

**Execution of Agreement by the Parties**

MWDOC

Date: DocuSigned by: 2/11/2025 11:11 AM PST  
By: Harvey De La Torre  
DB0E5C258E3B412...  
Harvey De La Torre, General Manager  
Municipal Water District of Orange County

Approved as to Form:  
Date: Signed by: 2/11/2025 11:11 AM PST  
By: Joseph Byrne  
800D7933C7204EC...  
Joseph P. Byrne, Partner  
Best Best & Krieger LLP

**Execution of Agreement by the Parties**

OCPW

County of Orange  
A political subdivision of the State of California

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair of the Board of Supervisors  
County of Orange, California

Approved as to Form:  
Office of the County Counsel  
Orange County, California

Date: 3/4/2026 | 3:29 PM PST  
Signed by: \_\_\_\_\_

By: *Julia Woo* \_\_\_\_\_  
17F501613F30437...  
Deputy County Counsel

Signed and certified that a copy of this Agreement has  
been delivered to the Chair of the Board per  
G.C. Sec. 25103, Resolution 79-1535


ATTEST:

By: \_\_\_\_\_  
Robin Stieler, Clerk of the Board of Supervisors

Date: \_\_\_\_\_

EXHIBIT 1

H2OC RainSmart Rebates Program Participation Agreement




## H2OC RainSmart Rebates Program

### Participant Agreement

Project Participant: \_\_\_\_\_

Project Address: \_\_\_\_\_

Project Type:       Large Landscape Upgrade Program  
                           Residential Rainwater Collection Incentives Program

Project Description: \_\_\_\_\_

**Purpose**

The H2OC RainSmart Rebates Program (Program) is designed to incentivize large landscape turf replacement and installation of stormwater management features that improve water quality in creeks, rivers, and coastal areas ("Project(s)"), through reduced water use, reduced unpermitted irrigation runoff, improved irrigation efficiency, and improved landscape sustainability. Other positive Program impacts may include long-term cost savings on water bills as well as beautifying landscapes and providing habitat for local wildlife.

The purpose of this Participant Agreement is to set forth the terms and conditions for participation in the Program, for the above-identified Project. The Program is administered by the County of Orange (County), through Environmental Incentives (EI), in conjunction with partner water agencies.

**Program Terms and Conditions**

*Benefits of Participation*

Applicants with Projects approved for participation in the Program (Participant(s)) may receive the following benefits for based on their Project type:

Large Landscape Upgrade Program (LLUP)

1. Rebates for: 50% of the design cost (up to \$2,500) through approved program designer; \$1/sq. ft. turf removal rebate, in addition to any local or regional turf replacement program rebate that may be available; 100% of the cost of approved stormwater treatment features needed to treat impermeable surfaces
2. Design and installation guidance
3. Support in applying to other available local or regional turf replacement programs in conjunction with this Program

Residential Rainwater Collection Incentives Program (RRCIP)

1. Rebate for: \$0.75/sq. ft. of impermeable surface treated, up to \$1,500 for rain gardens and containers
2. Rebate for: \$5/linear foot of new gutters installed, up to \$300. This rebate is included in the total of \$1,500 a participant can receive for a residential project

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Participation Agreement Page 1

### *Eligibility Requirements*

To participate in the Program, Participant must meet the following criteria based on their Project type:

#### Large Landscape Upgrade Program (LLUP)

1. Receive water from one of the following water providers: El Toro Water District, Laguna Beach County Water District, Moulton Niguel Water District, Santa Margarita Water District, City of San Clemente, South Coast Water District, Trabuco Canyon Water District (collectively, Water Supply Agencies; individually, Water Supply Agency).
2. Have at least 10,000 sq. ft. of existing turf with an operating in-ground irrigation system (LLUP).
3. Be willing to complete a large landscape turf replacement and rainwater treatment Project that has been approved by the County.

#### Residential Rainwater Collection Incentives Program (RRCIP)

1. Receive water from one of the following water providers: El Toro Water District, Laguna Beach County Water District, Moulton Niguel Water District, Santa Margarita Water District, City of San Clemente, South Coast Water District, Trabuco Canyon Water District (collectively, Water Supply Agencies; individually, Water Supply Agency).
2. Be the property owner or have explicit consent from the property owner to do the project.
3. Be willing to complete a residential landscape project.

### *Participant Responsibilities*

Participant acknowledges and agrees to the following as a condition of participation in the Program:

- Rebates for approved Projects are not guaranteed and are subject to availability. Rebate amounts may vary and are subject to change at any time.
- Only Projects that have received Project approval through issuance of a Notice to Proceed shall be eligible for rebate under the Program.
- Projects implemented under the Program are intended to be permanent landscaping improvements and are to be maintained as appropriate.
- Participant is responsible for paying for all upfront Project costs. Program staff will assist participants to apply for available rebates prior to construction and will facilitate the rebate payment process upon verification of successful Project implementation (i.e. inspection).
- Participant is responsible for reviewing, and agreed to abide by, all Terms and Conditions in this Participant Agreement.
- Participant is responsible for the quality of work and appearance of the converted area and will be required to present finished work quality for review before rebate can be issued.
- Participant is responsible for ensuring their Project complies with all applicable Federal, State, and local laws, including landscape ordinances, construction utility clearance procedures and contractor licensing requirements, as well as any applicable CC&Rs or HOA restrictions.
- Participant agrees to regularly communicate their Project objectives and budget constraints to Program staff throughout all phases of the Project.
- Participant agrees to provide requested information and documentation related to existing as well as proposed landscape and water use and participate in a landscape survey to produce additional information if needed.
- To qualify for the 50% landscape design rebate, Participant will work with a County recommended contractor to develop a landscape design meeting the criteria of the applicable Water Supply Agency, and implement the approved design. The landscape design must be approved by Program Staff. Program assistance is available if needed. Participants are advised to seek specialized professional assistance where necessary.
- To qualify for the stormwater feature installation rebate, Participant will work with the County and/or its contractor to develop and implement an approved stormwater feature design. Stormwater feature design

must be approved by Program staff. Program assistance is available if needed. Participants are advised to seek specialized professional assistance where necessary.

- Participant agrees to provide Program staff timely access to the landscape area for tasks that may include soil sampling, testing of the irrigation system, checking water pressure, taking landscape area measurements, and other related Program tasks.
- Participant will work with Program staff to complete rebate applications, providing required information and documentation.
- Participant will engage a landscape contractor of their choice, who is licensed by the State of California, to complete the Project.
- Participant will aim to complete construction within the timeframe requested by the Program as directed in a provided Notice To Proceed (NTP). Funding reservations may be extended if additional time is needed and the participant can demonstrate progress.
- Participant will follow regional standards to stabilize bare earth and prevent other Project material from entering the stormwater system during construction. All Project related construction debris and excess material will be properly disposed of off-site. Program staff will provide guidance and relevant resources as needed.
- Participant shall maintain any installed rain container for its life span, including cleaning filters, keeping the barrel empty during the winter, and utilizing the captured rainwater in a timely manner.
- Participant shall contact the County and Environmental Incentives if unsure of proper maintenance practices.
- Participant agrees that it will be liable to repay the Program rebate, including all associated processing costs, if Participant fails to properly maintain the installed landscape and stormwater features.
- Participant allows photos taken before, during and after installation for use by the County and Environmental Incentives (with no less than 48 hours' notice to participant of arrival).
- Participant allows the County and its contractors access to the property for installation and for up to two years after installation to inspect maintenance practices (with no less than 48 hours' notice to participant of arrival).
- Participants receiving \$600 or more in a single calendar year are required to complete an IRS W-9 form. The Internal Revenue Service requires program participants receiving \$600 or more in rebates to receive an IRS Form 1099 unless exemptions apply. It is up to the Participant to determine their individual tax situation.

#### *Additional Terms of Participation*

- Projects will have mandatory Pre- and Post-Inspections, as well as construction management visits. If these-Inspections and visits cannot be scheduled and/or completed, rebates will not be issued. A pre-approval is solely an estimate and does not guarantee a rebate. Rebate amounts are subject to change upon verification or inspection. The final rebate is dependent on the eligible, completed Project area measured during the post-inspection and will not exceed the approved pre-inspection square footage.
- The County and/or its contractors will verify that the project was installed according to the approved design; then use this information to determine whether payments shall be applied to completed work.
- Post-Project monitoring visits will occur at 30, 60, and 90 days, and as needed up to 24 months after installation. These visits are intended to provide participants additional support to maintain their landscapes and gather feedback that can improve the program.
- The County of Orange, Geosyntec Consultants, Environmental Incentives, Monarch Environmental, participating and partnering agencies such as the Municipal Water District of Orange County will not be responsible for the installation, operation or maintenance of improvements and provides no warranty as to performance of improvements. The County of Orange, Geosyntec Consultants, Environmental Incentives, Monarch Environmental, participating and partnering agencies such as the Municipal Water District of Orange County will not be responsible for any damage caused by the installation or operation of the improvements.
- The Participant agrees to indemnify, defend, and hold harmless the County of Orange, Geosyntec Consultants, Environmental Incentives, Monarch Environmental, participating and partnering agencies such as the Municipal Water District of Orange County, and their contractors or agents from any and all liability and claims and causes of action, damages, injuries or other liabilities related to or arising out of the installation, improvement, alteration, use, maintenance, or repair of Project elements in connection with this Program.

The Participant acknowledges that any and all claims or causes of action you may have in connection with any defect or failure of performance of any contracted service or installed product or device provided to you for your Project may only be pursued with the contractor you hired or the appropriate manufacturer/distributor.

- County of Orange, Geosyntec Consultants, Environmental Incentives, Monarch Environmental, participating and partnering agencies such as the Municipal Water District of Orange County will not be responsible for repair, replacement, or removal needs. Program staff will not provide any additional funds for repair, replacement, or removal needs.
- By participating in this program, the Participant allows the Program to use their pre- and post-Project photo/video imagery as well as Project information in case studies, outreach, or other communications related to this Program. Participant's addresses will not be published.
- Participant agrees to allow County and Program staff access to the property's water usage data in the conduct of its regular Program business, including grant reporting and promotional activity. Analysis of water usage data will not affect rebates.

By signing this document, I acknowledge that I have read, understood, and agree to all terms and conditions written above.

Environmental Incentives, LLC (EI)

County of Orange (County)

\_\_\_\_\_

\_\_\_\_\_

Chad ~~Craw~~  
Partner  
Date:  
Phone Number:

Grant Sharp  
Manager, South OC Watershed Management Area  
Date:  
Phone Number:

Participant

\_\_\_\_\_

Name:  
Title:  
Date:  
Phone Number:

**EXHIBIT 2  
H2OC RainSmart Rebates Program  
Notice to Proceed**



**H2OC RainSmart Rebates Program**

**Notice to Proceed**

Project Participant: \_\_\_\_\_

Project Address: \_\_\_\_\_

Project Type:       Large Landscape Upgrade Program  
                           Residential Rainwater Collection Incentives Program

Project Description: \_\_\_\_\_

**Rebate Reservation Amount**  
\$X,XXX.XX

**Notice to Proceed Date**  
XX/XX/XXXX

Dear Applicant,

Thank you for applying to the H2OC RainSmart Rebates Program. We are excited to let you know that your application has been approved! Per your application, we estimate that your project will capture XXXX gallons. Your estimated rebate is broken down as follows:

	Turf Removal	\$XX,XXX (10,000 sq ft x \$X/sq ft)
	Design Cost	\$X,XXX
	Water Treatment Feature	<u>\$X,XXX</u>
	<b>Total</b>	<b>\$XX,XXX</b>

Payment will be made after project completion, in accordance with the Terms and Conditions of the Participant Agreement, which is **appended here for reference**. Funding for this program is limited. Please complete your project in 90 days. We find that participants who break ground on their project within 45 days of their notice to proceed are much more likely to succeed with their project. In order to receive your full reserved rebate amount, we ask that you start your project within 45 days of receiving this notice to proceed. Please reach out to us if you need additional resources or more time to help finish your project; we want to help! We have also attached a Rainwater Collection Calculation Guide and a Materials and Installation Guide for reference. You can find additional information at the H2OC site here:

<https://h2oc.org/rainsmart/residential-rainwater-collection-incentives-program/>

Participant shall adhere to the Program Terms and Condition in the Participant Agreement, including but not limited to the following:

- For the Large Landscape Upgrade Program, the Participant must have at least 10,000 square feet of existing turf grass with an operating in-ground irrigation system that they are willing to replace.
- Participant is responsible for paying all upfront project costs.
- Project must adhere to the approved landscape design and stormwater feature design.
- The County of Orange and/or its contractors will verify that the project was installed according to the approved design; then use this information to determine whether payments shall be applied to completed work.

Thank you,

Grant Sharp  
Manager, South OC Watershed Management Area  
County of Orange | Orange County Public Works | OC Environmental Resources

### EXHIBIT 3 Example Program Workflow

#### MWDOC Turf Replacement (“TR”) Projects + RainSmart Large Landscape Program or Residential Rainwater Program.

\*Some steps may happen concurrently/overlap

1. Customer applies to H2OC, signs participant agreement to secure spot in H2OC program
  - County confirms eligibility and conducts an in-person on-site project design kickoff
  - County provides design plan to Customer (within 2 months)
  - County submits TR app on behalf of Large Landscape Customer
  - If they are a Residential Rainwater participant also interested in TR, the customer will apply to TR on their own
2. Customer signs H2OC Participant Agreement
3. County notifies MWDOC of app and maximum estimated rebate amount
  - County tracks spending, will have an estimate of stormwater feature rebate \$ / rainwater collection rebate
  - County’s Large Landscape Turf \$1/sq ft based on MWDOC’s CII Turf measurement
4. MWDOC adds to TR app ID “-H2OC”
5. MWDOC pre-inspects, measures TR area
6. MWDOC sends Letter to Proceed “LTP”, which includes reference to RainSmart Program rebate amount.
7. Customer signs TR LTP
8. Customer completes project
  - Extension requests could be done through H2OC <--> TR
  - TR deadline is 90 days from date of LTP, with 30-day extensions granted as needed and proof of progress
  - H2OC does not usually have extension limitations
9. Customer submits completed project to TR & H2OC
10. County reviews H2OC aspects of project + verification visit
  - County reviews project receipts to verify H2OC rebate amount
11. MWDOC reviews submitted TR project, assigns to post-inspection
12. County notifies MWDOC of approved H2OC rebate amount

13. MWDOC approves TR project (project cannot be approved until we receive confirmation of H2OC rebate amount)
14. MWDOC issues rebate check with TR and H2OC funding
  - Checks are processed on a monthly basis

H2OC performs 30, 60, and 90 days post-project support and maintenance

**RainSmart Residential Rainwater Program Only Projects** (no turf replacement, not in MWDOC Rebate Program Portal)

1. Submit an Excel spreadsheet with a cover letter on County letterhead that includes the total rebate amount **and the customer's W9 form**. For example, if we are processing \$1,000 total in rainwater-only rebates, the cover letter should reference \$1,000 along with the rebate number(s) for each customer, and the customer's W9 form.
2. MWDOC issues 1099