

RESOLUTION NO. 2010-279

Adopted by the Sacramento City Council

May 25, 2010

RESOLUTION OF INTENT TO BECOME AN EPA WATERSENSE PROMOTIONAL PARTNER

BACKGROUND

- A. The City of Sacramento is committed to water conservation and is mandated by State law to achieve a twenty-percent reduction in per capita water use by 2020.
- B. The use of water-efficient devices, such as ultra low-flush or high-efficiency toilets, high-efficiency washing machines can help to limit water usage and help to meet the City's reduction goal.
- C. The United States Environmental Protection Agency (EPA) has founded the WaterSense Partnership program to encourage water efficiency by labeling products that are water efficient, making it easy for a customer to note the water savings offered by WaterSense labeled devices.
- D. The Department of Utilities can become a promotional partner of the EPA WaterSense Program and thereby help promote the use of water-efficient tools in homes and businesses in Sacramento and enhance its public education and outreach programs.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The Department of Utilities is authorized to enter into a Promotional Partnership Agreement with the EPA WaterSense program at no cost to the City of Sacramento or the Department.

Section 2. Exhibit A is part of this Resolution.

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Exhibit A: EPA WaterSense Promotional Partnership Agreement

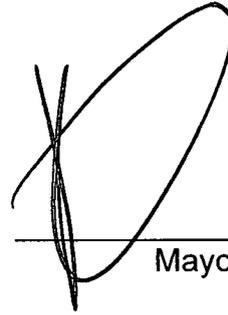
Adopted by the City of Sacramento City Council on May 25, 2010 by the following vote:

Ayes: Councilmembers Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, and Mayor Johnson.

Noes: None.

Abstain: None.

Absent: Councilmember Waters.



Mayor Kevin Johnson

Attest:

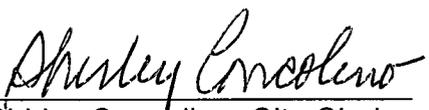

Shirley Concolino, City Clerk

Exhibit A: EPA WaterSense Promotional Partnership Agreement



OMB Control Number 2040-0272
Approval Expires 01/31/2010

Partnership Agreement: Promotional Partners

Section I: EPA WaterSense® Program Goals

The EPA WaterSense program aims to use water resources more efficiently to preserve them for future generations and to reduce water and wastewater infrastructure costs by reducing unnecessary water consumption. Through WaterSense, EPA provides reliable information on high-performing, water-efficient products and practices, raises awareness about the importance of water efficiency, ensures water-efficient product performance, helps consumers identify products and services that use less water, promotes innovation in product development, and supports state and local water-efficiency efforts.

Section II: Partnership Pledge

As an EPA WaterSense promotional partner, _____ (name of organization), shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Educate consumers, residents, businesses, and institutions on the value of water efficiency, the importance of saving water, and the meaning of the WaterSense label. Where feasible, undertake activities and events to achieve mutual WaterSense goals.
2. As appropriate, encourage eligible constituents, members, or affiliates to participate as partners in the EPA WaterSense program.
3. **For utilities and governments:** On an annual basis, provide data to EPA on promotional activities, incentive programs, and water use to assist in determining the impact of the program in promoting labeled products.
4. **For applicable trade associations:** Provide aggregate data to EPA on market share of WaterSense labeled products and programs in relevant industry. Compile data submitted by members who are also WaterSense partners into a summary report to assist EPA in evaluating market trends and the success of the WaterSense program, without disclosing any proprietary information from members.
5. Feature the WaterSense promotional label and partner logo on Web site and in other promotional materials.
6. Adhere to WaterSense program mark guidelines and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of the WaterSense program marks.
7. Grant the EPA WaterSense program permission to include partner's name on a list of participating partners on the WaterSense Web site, program materials, and announcements. Partners understand that from time to time, EPA will be interested in profiling partner accomplishments in case studies and articles. If selected for such promotion, partners will have the opportunity to provide input and review the final print or Web document before EPA releases it to the public. Further, the partner understands that EPA might refer media contacts interested in publicizing water efficiency to partners for information about products and accomplishments.

Section III: EPA WaterSense Program's Commitments to Partners

1. Develop national specifications for water-efficient products and programs through an open, public process.
2. Increase awareness of the WaterSense brand by distributing key messages on the benefits of labeled products and programs, and the importance of water efficiency.
3. Provide current EPA WaterSense program news, information, and reference documents (via the program Web site, WaterSense Helpline, e-mail, or other means), including a listing of labeled products and programs on the Web site.
4. Provide WaterSense partners with public recognition for their involvement in the program and role in protecting the environment through online listing of partners, special awards, publications, and other efforts.
5. Respond swiftly to partner requests for information or clarification on EPA WaterSense program policies.
6. Provide materials, templates, and program marks for promotional use, consistent with the WaterSense program guidelines.
7. Review pre-press promotional items, draft Web sites, packaging, or other materials that use the WaterSense marks upon request.

EPA Form Number 6100-06

Section IV: General Terms and Disclaimers

1. 1. The partner will not construe, claim, or imply that its participation in the EPA WaterSense program constitutes federal government (EPA) approval, acceptance, or endorsement of anything other than the partner's commitment to the program.
2. 2. Nothing in this agreement, in and of itself, obligates the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. The partner agrees not to submit a claim for compensation for services rendered to EPA or any Federal Agency in connection with any activities it carries out in furtherance of this agreement.
3. 3. The partner and the EPA WaterSense program will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in the program.
4. 4. Failure to comply with any of the terms of this partnership agreement can result in its termination and cessation of access to the benefits of the program, including use of the program marks.
5. 5. The EPA WaterSense program will actively pursue resolution of noncompliance related to the use of the program marks.
6. 6. Both parties concur that this agreement is wholly voluntary and may be terminated by either party at any time, and for any reason, with no penalty. Termination will begin effective immediately upon written notice to or from the EPA WaterSense program. Upon termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense program mark guidelines.

To be completed by partner

Authorized Partner Representative¹ (printed name):

_____ Title:

_____ E-mail:

_____ Signature:

_____ Date:

_____ Organization

Name: _____ Number of employees:

_____ Organization Type (choose one): Nongovernmental Organization Utility

Local Government

State Government Trade Association Home Builders Association

Industry/SIC/NAICS code: _____ Residential customers²:

_____ Primary Contact:

Dr./Mr./Mrs./Ms. _____ Suffix: _____ Title:

_____ Dept.: _____ E-mail:

_____ Address: _____

City/State/ZIP: _____ Water District, if

applicable: _____ Web site: _____

Telephone: _____ Fax: _____ Alternate Telephone:

_____ How did you find out about this program? Web site Referral,

Name: _____

Periodical _____ Workshop, Sponsor:

Mailing _____ Other:

EPA Region _____

To be completed by EPA

Sheila E. Frace

Authorized EPA Representative (printed name):

Director, Municipal Support Division

watersense@epa.gov

Title: _____ E-mail: _____

Signature: _____ Date: _____

¹The authorized partner representative should be a person in the organization with signing authority (e.g., vice president).

²Please indicate the total residential population served rather than the number of hookups.

EPA Form Number 6100-06

Submit the Partnership Agreement (rewriteable PDF) to WaterSense via:

Fax: (703) 841-1440

Mail: WaterSense, c/o ERG, 2300 Wilson Blvd, Suite 350, Arlington, VA 22201

Electronically: If you have Adobe Acrobat Standard or Professional, you can fill out the form electronically and e-mail it to: watersense@epa.gov. Acrobat Reader users must print forms after filling them out and fax or mail them in.

Please contact the WaterSense Helpline at (866) WTR-SENSE (987-7367) if you have any questions about eligibility, partnership, or for general program inquiries.

After signing, EPA will send partners an executed copy of this agreement.

The public reporting and record keeping burden for this collection of information is estimated to average 8 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed Partnership Agreement to this address.