CITY OF SAN BERNARDINO WATER WISE LANDSCAPE PROGRAM

WATER WISE LANDSCAPE AGREEMENT

***Note: This is a legally binding contract.***

This Agreement is entered into by and between ___________________________ (“Owner”) and the City of San Bernardino (“City”) effective as of the last signature date set forth below. In consideration of the mutual promises and obligations set forth in this Agreement, the parties agree as follows:

1. Owner owns single-family residential property in the City with existing landscaping that includes irrigated vegetation. Owner has decided to replace some or all of the vegetation with vegetation requiring less, or no, irrigation. Owner intends to remove the vegetation that is to be replaced by temporarily not irrigating that vegetation. Owner agrees that installation of the replacement vegetation shall begin no later than ________________, 20__ (“Commencement of Installation Date”).

2. Sections 8.27.010.A, 8.27.010.B, 8.30.010.D, 15.24.040.A.2, and 15.24.040.A.3 of the City of San Bernardino Municipal Code (“Municipal Code”) prohibit property owners from maintaining dry, dead, or inadequately irrigated vegetation on their property. In consideration of the agreement of Owner to comply with the obligations of Owner set forth in this Agreement, City agrees that from the effective date of this Agreement until the Commencement of Installation Date, City will not cause Owner to be prosecuted or otherwise held civilly or criminally liable for violation of any of the above Code provisions on account of non-irrigation of vegetation that is to be replaced pursuant to this Agreement.

3. In consideration of the agreement of City set forth in Section 2 of this Agreement, Owner agrees to do all of the following:

   (a) Comply in all respects with Chapter 17.06 of the Municipal Code and with all other ordinances and laws as may apply to the subject matter of this Agreement.

   (b) Comply in all respects with the Water Wise Landscape Guidelines developed by the Water Resources Institute, California State University, San Bernardino, receipt of which Owner hereby acknowledges.

   (c) Sign and submit to the City Development Services Department (“Department”) a properly and accurately completed application for participation in the City of San Bernardino Water Wise Landscape Program (“Program”).
(d) Comply with all conditions set forth in any Water Wise Landscaping Permit issued to Owner by the Department pursuant to the Program.

(e) Maintain all property subject to the Program in a safe condition at all times and not in such a manner as to constitute a fire hazard.

(f) Obtain from the Department and prominently display on the property subject to the Program, from the effective date of this Agreement until the Commencement of Installation Date, a yard sign indicating that the property is subject to the Program.

(g) Upon the completion of the installation of replacement landscaping pursuant to the Program, sign and submit to the Department:

   (1) A properly completed Certificate of Completion, attesting that the landscaping has been installed in compliance with the approved Program application;

   (2) Sufficient full-color photographs taken from the front perimeter of the property to illustrate the completed Water Wise Landscape. (Digital photos copied to a CD are preferable.)

(h) Maintain the replacement landscaping to ensure water efficiency, including replenishing mulch; fertilizing; pruning; and weeding in all landscaped areas. Regular maintenance of irrigation system (if applicable) should include checking, adjusting, cleaning and repairing irrigation equipment; resetting the automatic controller, aerating and dethatching turf areas.

4. The failure of Owner to comply with any obligation imposed by this Agreement shall, at City’s option, be grounds for termination of this Agreement, including but not limited to the agreement of City set forth in Section 2 of this Agreement. The exercise by City of its option to terminate this Agreement shall not affect City’s right to any other remedy it may have for the breach of this Agreement.

5. If at any time after entering into this Agreement Owner elects not to continue participation in the Program, Owner may withdraw from the Program by notifying the Department in writing of Owner’s election to withdraw and paying a withdrawal fee of one hundred dollars ($100) for each month during which Owner was a participant in the Program, prorated day-by-day for partial months.

6. This Agreement sets forth the parties’ entire agreement with respect to the matters addressed in this Agreement, and supersedes all prior and contemporaneous negotiations, understandings, and agreements. This Agreement can be modified only by a written modification agreement signed by all parties.
I AGREE TO ALL OF THE TERMS OF THIS AGREEMENT. I UNDERSTAND THAT THIS AGREEMENT IS A LEGALLY BINDING CONTRACT.

_________________________________  ______________________
Signature of Owner                  Date

CITY OF SAN BERNARDINO

By ______________________________  ______________________
Name and Title                      Date

Accepted by:

_________________________________  ______________________
Reviewing Planner                   Date