DRAFT Reimbursement Agreement for the

North Marin Water District Water Use Efficiency Program


This agreement ("Agreement") is between the **Sonoma County Water Agency**, a body corporate and politic of the State of California (hereinafter “Water Agency”), and **North Marin Water District** (hereinafter “NMWD”).

**RECITALS**

A. NMWD and Water Agency share the goal of promoting increased water use efficiency in order to reduce operating costs, avoid or defer capital improvement costs associated with expansion of water supply and wastewater disposal systems, minimize associated environmental impacts, and meet the criteria and standards of state and federal regulatory agencies.

B. NMWD and Water Agency are parties to the Restructured Agreement for Water Supply ("Restructured Agreement"), which authorizes Water Agency to implement and fund water conservation measures that are cost-effective and will reduce water demands on Water Agency’s water transmission system.

C. NMWD and Water Agency are signatories to the Memorandum of Understanding Regarding Urban Water Conservation in California (MOU) as governed by the California Urban Water Conservation Council (CUWCC).

D. The MOU identifies water conservation Best Management Practices ("BMPs") that achieve long-term reductions in per-capita water demand to improve supply reliability, reduce the impact of short-term water shortage conditions, and provide a more accurate basis for future water management planning efforts.

E. In addition, NMWD and Water Agency are members of the Sonoma-Marin Saving Water Partnership whose intent is to provide regional solutions for water use efficiency.

F. Water Agency and NMWD have cooperated to develop, implement, and fund a water use efficiency program ("Program") and NMWD desires Water Agency’s continued assistance in developing and implementing NMWD’s water conservation measures as described in Exhibit A, which is an integral part of this Agreement.

G. NMWD is requesting services and materials from Water Agency for implementation and administration of NMWD’s Program, and will reimburse Water Agency for its costs.

H. Water Agency and NMWD do mutually desire to cooperate in the implementation of NMWD’s Program.
AGREEMENT

NMWD and Water Agency agree as follows:

1. RECITALS
   A. The above recitals are true and correct.

2. DEFINITIONS
   A. For the purposes of this Agreement the following terms and definitions shall be used:
      1) Measures: Components of the Program are identified in Exhibit A.
      2) Participants: NMWD-approved water customers who apply to participate in individual Measures as described in Exhibit A.
      3) Program: Collectively, the water use efficiency Measures described in Exhibit A, and related activities Water Agency has agreed to perform that may be reimbursed by NMWD under this Agreement.

3. COORDINATION
   A. NMWD shall coordinate work with Water Agency’s Representative. Contact information:

<table>
<thead>
<tr>
<th>Water Agency</th>
<th>NMWD</th>
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<tbody>
<tr>
<td>Water Agency Representative: Claire Nordlie, Senior Water Programs Specialist, or assigned personnel</td>
<td>NMWD Representative: Ryan Grisso, or assigned personnel</td>
</tr>
<tr>
<td>404 Aviation Boulevard 999 Rush Creek Place</td>
<td>999 Rush Creek Place</td>
</tr>
<tr>
<td>Santa Rosa, CA 95403-9019 Novato, CA 94945</td>
<td>Novato, CA 94945</td>
</tr>
<tr>
<td>Phone: 707-524-1165 Phone: 415-897-4133 ext. 8421</td>
<td>Phone: 415-897-4133 ext. 8421</td>
</tr>
<tr>
<td>Email: <a href="mailto:Claire.Nordlie@scwa.ca.gov">Claire.Nordlie@scwa.ca.gov</a> Email: <a href="mailto:Rgrisso@nmwd.com">Rgrisso@nmwd.com</a></td>
<td>Email: <a href="mailto:Rgrisso@nmwd.com">Rgrisso@nmwd.com</a></td>
</tr>
</tbody>
</table>

4. NMWD’S RESPONSIBILITIES
   Assist Water Agency with administration of Program as follows:
   A. Direction: Provide Water Agency Representative with requested policy and/or direction during Program.
   B. Meeting Facilities: Provide meeting facilities as necessary.
   C. Marketing Data: Provide Water Agency Representative with access to water customer billing data to be used for marketing various water use efficiency Measures.
   D. Applicant Review: Review the Water Agency-submitted list of applicants requesting Program rebates or incentives to determine if applicant is a qualified Participant to receive a rebate or incentive.
   E. CUWCC Online BMP Report: Annually enter BMP data on CUWCC online forms, as required by CUWCC, for NMWD-run Measures and provide Water Agency with a copy of the BMP report.
F. **Record Keeping:** Maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to Water Agency at all reasonable times for inspection and analysis.

G. **Payment:** Make payment to Water Agency as specified in Paragraph 6.

5. **WATER AGENCY’S RESPONSIBILITIES**

A. **Coordination:** Coordinate, document, and report on the Measures that Water Agency performs, including management, administration, budget, and follow-up of Measures described in Exhibit A, and provide staff to respond to incoming water use efficiency calls from NMWD customers as needed.

B. **Collateral Materials:** Design and produce Program brochures and applications, as applicable and approved by NMWD.

C. **Quarterly Reports:** Prepare quarterly reports summarizing status of Measures completed by Water Agency and submit the report to NMWD.

D. **CUWCC Online Reporting:** Annually enter BMP data on CUWCC online forms for Water Agency-run Measures.

E. **Record Keeping:** Water Agency will maintain complete and accurate records of all Water Agency costs and transactions associated with performance of Water Agency’s responsibilities under this Agreement in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records will be available to NMWD at all reasonable times for inspection and analysis.

6. **FUNDING**

A. **Payment to Water Agency:**

1) **Amount:** NMWD shall pay Water Agency for services and materials authorized and incurred under this Agreement. Total amount paid to Water Agency shall not exceed $210,000. Reimbursement amount shall be determined based on current weighted labor rates, including overhead, for Water Agency Representative listed in Paragraph 3.A and assigned support staff, plus actual costs of applicable materials.

2) **Invoices:** Water Agency shall invoice NMWD quarterly for reimbursement of expenses incurred by Water Agency for Program. Invoices submitted to NMWD by Water Agency shall include a complete cost accounting by Measure and be clearly marked with Water Agency’s invoice number and “Reimbursement Agreement for the North Marin Water District, Water Use Efficiency Program Funded in Fiscal Year 2016/2017, 2017/2018, 2018/2019, TW 15/16-113.” Upon receipt, review, and approval of invoice and Quarterly Status Report, NMWD will pay Water Agency for Program costs as authorized herein and itemized in said invoice(s).

7. **MUTUAL INDEMNIFICATION**

A. Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, proceedings,
damages, causes of action, liability, costs, or expense (including attorneys’ fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party or its agents, employees, contractors, subcontractors, or invitees under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

8. TERM OF AGREEMENT
   A. This Agreement shall remain in effect until depletion of the not-to-exceed amount listed in Paragraph 6, or until December 31, 2019, whichever occurs first, unless terminated earlier in accordance with the provisions of Paragraph 9.

9. TERMINATION OF AGREEMENT
   A. This Agreement may be terminated by either party for any reason upon thirty calendar days’ written notice by either party. Water Agency’s right to terminate may be exercised by Water Agency’s General Manager.

10. ADDITIONAL REQUIREMENTS
    A. Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the Agreement or significantly lengthen time schedules, may be executed by the Water Agency’s General Manager in a form approved by County Counsel. Notwithstanding this authority, neither Water Agency nor NMWD is under any obligation to approve such amendments.
    B. No Waiver of Breach: The waiver by Water Agency either party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
    C. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
NMWD and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. NMWD and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
    D. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
E. **Applicable Law and Forum:** This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

F. **Captions:** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

G. **Merger:** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

H. **Survival of Terms:** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

I. **Time of Essence:** Time is and shall be of the essence of this Agreement and every provision hereof.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Reviewed as to funds: TW 15/16-113

By: ________________________________
    Water Agency Division Manager - Administrative Services

Approved as to form:

By: ________________________________
    [Name], Deputy County Counsel

Sonoma County Water Agency

By: ________________________________
    Grant Davis
    Water Agency General Manager

Authorized per Water Agency’s Board of Directors Action on ______[date]____

Date: ________________________________

Title: ________________________________

Date: ________________________________

North Marin Water District, a public agency

By: ________________________________

(Please print name here)

Date: ________________________________

Title: ________________________________

Date: ________________________________
EXHIBIT A

Water Use Efficiency Program Summary

Water Agency will assist NMWD with Program management including, but not limited to, verifying eligibility, processing rebates, tracking participation, developing marketing or outreach materials, and scheduling Program-related appointments. Measures may include, but are not limited to:

Water Smart Home Survey

NMWD will participate in, and Water Agency will coordinate, the Water Smart Home Surveys. Water Agency will perform a site evaluation of indoor and outdoor water-using fixtures and then provide a report with a list of water savings recommendations to the customer. Water Agency will provide NMWD with copies of the customer reports, as requested. Water Agency will send a weekly summary of bill adjustment surveys, including date of survey, address, whether the leak was fixed, if a full survey was performed and any applicable notes.

NMWD will provide Water Agency with water use data from customers who request a Water Smart Home Survey.

Residential and Commercial, Industrial and Institutional High Efficiency Toilet (HET) Rebate

Water Agency will assist with the implementation of HET rebates including developing marketing pieces, verifying customer eligibility and scheduling appointments for customers. The HET rebates offer an incentive to customers to replace inefficient toilets with a more efficient models.

Water Smart Landscape Rebate

Water Agency will assist NMWD with administering the landscape equipment rebates. Water Agency will qualify customers through a Water Smart Home Survey, issue the customer a rebate application, and discuss what equipment is eligible for the rebate.

Cash-for-Grass Turf Replacement Rebate and Lawn Be Gone

Water Agency will assist NMWD with administering the Cash-for-Grass Turf Replacement rebates and Lawn Be Gone incentives. Water Agency will qualify customers through a Water Smart Home Survey and issue the customer a rebate application. The Cash-for-Grass Turf Replacement rebate encourages customers to replace lawn with either low water use plants or synthetic turf.

Water Agency will assist NMWD with Cash-for-Grass Turf Replacement Incentive landscape plan review at NMWD offices as needed.

Water Agency will assist NMWD with Lawn Be Gone incentive program as needed. Water Agency will qualify customers through a Water Smart Home Survey and communicate customer interest to NMWD to further facilitate the incentive program.
Weather Based Irrigation Controller Rebate

Water Agency will assist NMWD in administering the Weather Based Irrigation Controller Rebate, which encourages customers to install this type of controller to better manage water use. Water Agency will qualify customers through a Water Smart Home Survey, issue the customer a rebate application, and discuss what equipment is eligible for the rebate.

Residential Clothes Washer Rebate

Water Agency will assist NMWD in administering the Residential Clothes Washer Rebate which encourages customers to replace existing washing machines with high-efficiency clothes washers that use less water. Water Agency will qualify customers through a Water Smart Home Survey, issue the customer a rebate application, and discuss what equipment is eligible for the rebate.