

**DRAFT**  
**Sonoma-Marin Saving Water Partnership**  
**Joint Powers Agreement**

This Joint Powers Agreement (Agreement) is made by and between the following public agencies:

CITY OF COTATI (Cotati)  
CITY OF PETALUMA (Petaluma)  
CITY OF ROHNERT PARK (Rohnert Park)  
CITY OF SANTA ROSA (Santa Rosa)  
CITY OF SONOMA (Sonoma)  
NORTH MARIN WATER DISTRICT (NMWD)  
VALLEY OF THE MOON WATER DISTRICT (VOMWD)  
MARIN MUNICIPAL WATER DISTRICT (MMWD)  
TOWN OF WINDSOR (Windsor)

**SECTION 1 - RECITALS**

(a) Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma, Windsor, NMWD, VOMWD, and MMWD (collectively referred to herein as Partners) currently provide water to their customers through some combination of local supply and a regional water supply system that is operated and maintained by the Sonoma County Water Agency (Agency). MMWD receives water from the Agency pursuant to the Third Amended Off-peak Water Supply Agreement and Agreement for Sale of Water Between the Sonoma County Water Agency and Marin Municipal Water District both of which were last amended by the Supplemental Water Supply Agreement dated January 25, 1996 (MMWD Agreements). The other Partners receive water from the Agency and are also known as Water Contractors pursuant to the Restructured Agreement for Water Supply between and among the Agency and other eight Partners, dated June 23, 2006 (Restructured Agreement).

(f) The Restructured Agreement Section 1.12 sets forth the minimum Water Conservation Requirements that the Water Contractors must implement.

(c) The Restructured Agreement also provides for advisory input from the Water Contractors and MMWD by creating a Water Advisory Committee (WAC) and a Technical Advisory Committee (TAC), which has proved to be a model that inhibits effective planning and

collaborative action on water supply, conservation and related natural resource issues of regional importance.

(d) With respect to regional water supply, in order to more effectively participate in the activities and efforts of the Agency concerning water supply, strategy, water rights, facilities, and other matters that are critical to their over 600,000 customers, the Partners need to be able to act jointly and collectively and to have more than an advisory role in regional water supply strategy, program, plans and projects including water conservation.

(e) The Partners to this Agreement will strive to work collectively and pool resources on common water resource challenges and opportunities to ensure effective regional water conservation and reliable and sustainable water supplies for future generations.

(g) The Partners to this Agreement recognize that establishing common Water Conservation Projects on a regional basis and applicable across the political and jurisdictional boundaries of each Partner may be a means of cost effectively conserving more water than would otherwise be conserved on an individual agency-by-agency basis.

(h) The Partners, signatories to this Agreement, herein declare their commitment to work collaboratively on said common challenges and opportunities.

## **SECTION 2 – PURPOSE**

The purpose of this Agreement is for the Partners to jointly and collectively exercise the powers they each hold as water suppliers so as to more effectively and economically represent the interests of their respective water service customers in regional water strategy, programs, plans and projects, including water conservation, and to have a larger and more effective voice in dealing with the Agency on such matters than they can have individually or when they are solely able to interact with the Agency in an advisory capacity.

The Partners shall determine the amounts to be budgeted and expended, identify projects that will be considered for implementation and maximize cost-effective water conservation by the Partners to this Agreement in Sonoma and Marin Counties. To this end, the Partners undertake this Agreement to facilitate joint regional action to ensure reliable, sustainable water supplies for future generations.

### **SECTION 3 – JOINTLY HELD POWERS TO BE EXERCISED**

(a) Each of the Partners that is a signatory to this Agreement is a duly authorized and existing retail water service utility, and has the power to do all things necessary to obtain and distribute at retail a water supply for the benefit its customers both within and adjacent to their respective boundaries or service areas, to sign contracts and Agreements as necessary, to acquire and hold real and personal property, to employ staff and contractors required for the conduct of water utility business, to set and collect fees and charges to supply the financial resources necessary for such business, to sue and be sued, and to undertake such other actions and activities as they determine to be necessary for the discharge of their utility responsibilities.

### **SECTION 4 – RELATIONSHIP WITH AGENCY**

The Partners agree that in all aspects of the relationship to the Agency that are common to all of the Partners, they will act solely as a unified group, with a designated spokesman or spokespersons for each selected issue. Notwithstanding the voting arrangements between the Partners pursuant to Section 9 of this Agreement, amendment to the Restructured Agreement shall be affected pursuant to Section 1.6 of said Restructured Agreement. For those matters in which the Partners' interests are not common to all of the Partners, each Partner will have the authority and responsibility to deal directly with the Agency as it determines to be appropriate. The Partners agree that in each instance in which one or more Partners will act individually on projects or agreements, all Partners shall be informed of the issue and the rationale for individual action by a Partner, so as to avoid undermining the collective authority and effectiveness of joint action.

## **SECTION 5 - COMMITMENT**

(a) Each Partner commits to participate in the following Regional Water Conservation Projects:

(1) Remain as members in good standing of the California Urban Water Conservation Council (CUWCC), implement the Best Management Practices (BMPs) of water conservation as are promulgated by CUWCC from time to time in the "Memorandum of Understanding Regarding Urban Water Conservation in California", or implement alternative water conservation measures that secure at least the same level of water savings, and complete and timely file the annual CUWCC report form; and implement or use best efforts to secure the implementation of any water conservation requirements that may be added as terms or conditions of the Agency's appropriative water rights permits or license, or with which the Agency must comply under compulsion of regulation or law. The Partners shall require metered billing of all customer accounts they serve.

(2) Implement the CUWCC BMPs, New Construction Water Conservation Measures and various water conservation measures that go beyond the implementation of the CUWCC BMPs either with: (i) internal staff, or (ii) administered by the Agency through a Cooperative Funding and Administration Agreement between the Partner and Agency or Partner and Partner. It is understood that if a retail water provider is maintaining compliance with any BMP, as determined by the CUWCC, further participation in that BMP is at the discretion of the retail water provider.

(3) Implement New Construction Water Conservation Measures as appropriate for the particular partner from the list included herein as Attachment A: Draft New Construction Water Conservation Measures.

(4) Implement various water conservation measures as may be appropriate for the particular partner that go beyond the implementation of the CUWCC BMPs as included in Attachment B,

(5) Designate a staff member responsible for: (i) submitting the BMP Implementation Report; (ii) coordinating interaction between that Partner's management and council/board with the Agency staff; (iii) representing the Partner to propose any Water Conservation Project that will increase water conservation amounts or efficiency, including CUWCC BMP compliance, Long Range and Annual Water Saving Goals, and other water conservation related tasks such as addressing the Ahwahnee Water Principles, Leadership in Energy and Environmental Design (LEED), or specific initiatives for regional benefit in the Sonoma-Marín area.

(6) Provide customer service support (consumer billing, phone and CUWCC BMP compliance data collection), financial data support and cost accounting data for administering regional or partner specific programs; and

(7) Provide staff support to review new development plans and construction for consistency with regional water conservation recommendations and when requested make said data information for administering regional programs.

b) One or more Partner may, from time to time:

(1) Prepare and administer Funding and Administration Agreements with the other Partners for carrying out regional water strategy, programs, public information, water conservation and supply projects including, but not limited to, Regional Residential and Commercial Clothes Washer Rebate, Regional Large Landscape Water Use Survey, Regional Smart Controller Rebate, Regional Commercial Water Use Assessment, and Regional End-Use Study.

(2) Compile necessary data, and, in conjunction with the Partners, publish an annual report for the partnership detailing water conserved compared to plan and based on best available techniques and industry standards.

(3) Pursue partnerships with other utilities to implement regional water conservation programs.

## **SECTION 6 – FUNDING**

a) A minimum of Fifteen Million Dollars (\$15,000,000) shall be budgeted and expended by the Partners to implement Water Conservation Projects to achieve the quantifiable water savings established by the Partners to this Agreement. The \$15,000,000 shall be budgeted and expended by the Partners over the next 10 years to support Water Conservation Projects benefiting the Partners. The annual amount to be budgeted and expended by each Partner is based upon the total annual water production for each Partner. The annualized amount to be budgeted shall be as follows: Cotati \$25,375 (1.69%); Petaluma \$242,150 (16.14%); Rohnert Park \$120,100 (8.01%); Santa Rosa \$557,325 (37.15%); Sonoma \$55,000 (3.67%); North Marin \$240,525 (16.04%); Valley of the Moon \$72,200 (4.81%); Windsor \$10,600 (0.71%) and MMWD \$176,725 (11.78%); based upon percentage of each partner's total annual water production relative to the total annual water production of all partners. The above annualized amounts may be adjusted annually.

b) If additional funding is desired for regional programs, consultants or administration, the Partners will make contributions pursuant to the percentages noted above to accumulate the additional funding amount agreed upon.

## **SECTION 7 - WAIVER OF RIGHTS**

By signing this Agreement, the Partners do not waive or relinquish any legal or equitable right that they might otherwise have with respect to any of the actions, activities, or obligations contemplated by the Restructured Agreement, except as expressly provided herein.

## **SECTION 8 - THIRD PARTY CLAIMS**

It is not the intent of the Partners to this Agreement to create any third Party beneficiaries. Any failure to perform under the terms of this Agreement shall not create any claim or right by any individual or entity not a Party to this Agreement.

## **SECTION 9 - TERM OF AGREEMENT**

This Agreement shall become effective upon the latest signature of the Partners hereto and shall remain in effect until terminated as provided in this Section. Immediately after this Agreement becomes effective, the Agency shall be notified in writing that thereafter all negotiations and other relationships with the Partners shall be conducted pursuant to the terms of this Agreement rather than on a customer-by-customer basis. Amendments, including revisions, modifications and extensions, to this Agreement shall be in writing signed by the duly authorized representative of each Partner. To be effective, amendment to and termination of this Agreement must be approved by the affirmative vote of (i) more than fifty percent (50%) of the total weighted voting power of the Partners to this Agreement, or (ii) at least six of the Partners. Voting power shall be as follows: all Partners to this Agreement shall have weighted voting power proportional to their total annual water production. For the purposes of this section, votes shall be cast by resolution adopted by the governing board of each voting Partner and shall be delivered to each other Partner. (Note to Partners – each Partner must execute this Agreement by (date certain) or will not be considered a Partner and any reference thereto shall be struck from the Agreement.)

CITY OF COTATI

By: \_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF PETALUMA

By: \_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF ROHNERT PARK

By: \_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF SANTA ROSA

By: \_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
City Clerk

CITY OF SONOMA

By: \_\_\_\_\_  
City Manager

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

ATTEST:

\_\_\_\_\_  
City Clerk

NORTH MARIN WATER DISTRICT

By: \_\_\_\_\_  
President

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

ATTEST:

\_\_\_\_\_  
Secretary

VALLEY OF THE MOON WATER DISTRICT

By: \_\_\_\_\_  
President

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

ATTEST:

\_\_\_\_\_  
Secretary

MARIN MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
President

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

ATTEST:

\_\_\_\_\_  
Secretary

TOWN OF WINDSOR

By: \_\_\_\_\_  
Mayor

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

ATTEST:

\_\_\_\_\_  
Town Clerk