



1 (d) The Restructured Agreement establishes a Water Conservation Sub-Charge to  
2 be deposited in a Water Conservation Fund created by the Agency. The Water Conservation  
3 Fund shall be used only to pay or partially pay for the cost of Water Conservation Projects. The  
4 aggregate amount of money to be received by the Agency from the Water Conservation Sub-  
5 Charge for each fiscal year shall be sufficient to cover the Agency's estimate of the total cost of  
6 all Water Conservation Projects for such fiscal year.

7 (e) The Restructured Agreement Section 1.12 sets forth the Water Conservation  
8 Requirements that the Water Contractors must implement and encourages said parties to  
9 implement Water Conservation Projects that go beyond those requirements.

10 (f) The parties to this MOU recognize that establishing common water conservation  
11 projects on a regional basis and applicable across the political and jurisdictional boundaries of  
12 each party may be a means of cost effectively conserving more water than would otherwise be  
13 conserved on an individual agency-by-agency basis.

14 (g) The parties to this MOU further recognize that the Restructured Agreement  
15 establishes a Water Conservation Subcommittee (the Subcommittee) of the Technical Advisory  
16 Committee (TAC) to the WAC to make recommendations with respect to Water Conservation  
17 Requirements pursuant to the Restructured Agreement.

## 18 **SECTION 2 - DEFINITIONS**

19 The terms used in this MOU that are defined in Section 1.2 of the Restructured  
20 Agreement shall have the meaning set forth in said Section 1.2.

1    **SECTION 3 – PURPOSE**

2           The purpose of this MOU is to determine the amounts to be budgeted and  
3 expended by each Water Contractor and MMWD for water conservation, identify Water  
4 Conservation Projects that the Subcommittee will consider for recommendation to the TAC, and  
5 maximize cost-effective water conservation by the parties to this MOU in Sonoma and Marin  
6 Counties. To this end, the Sonoma County Water Agency 2005 Urban Water Management  
7 Plan identifies a cumulative target to reduce potable water demand by the year 2030 through  
8 implementation of water conservation, local supply and recycled water projects.

9    **SECTION 4 - COMMITMENT**

10           (a) Each retail water provider signatory to this MOU (Cotati, Petaluma, Rohnert Park,  
11 Santa Rosa, Sonoma, NMWD, VOMWD, MMWD and Windsor) commits to participate in the  
12 following Regional Water Conservation Projects:

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

1           (2)     Implement the CUWCC BMPs either with: (i) internal staff, or (ii)  
2 administered by the Agency through a Cooperative Funding and Administration  
3 Agreement between the party and Agency. It is understood that if a retail water provider  
4 is maintaining compliance with any BMP, as determined by the CUWCC, further  
5 participation in that BMP is at the discretion of the retail water provider.

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

9           (4)     Implement various water conservation measures as may be appropriate  
10 for the particular party that go beyond the implementation of the CUWCC BMPs and as  
11 contemplated by the Agency's 2005 Urban Water Management Plan and included in  
12 Attachment B,

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

22          (5)     Provide customer service support (consumer billing, phone and CUWCC  
23 BMP compliance data collection) for Agency staff administering Regional programs;

1           (6)     Provide financial data support and cost accounting data for Agency and  
2 partner staff administering the regional or partner specific programs; and

3           (7)     Provide staff support to review new development plans and construction  
4 for consistency with regional water conservation recommendations of the Subcommittee  
5 and when requested make said data information available to the Agency staff  
6 administering regional programs.

7           (b)     The Agency, signatory to this MOU, is committed to participate in Regional Water  
8 Conservation Projects as defined herein, including:

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

1           (2)     Prepare and administer Funding and Administration Agreements with the  
2 parties for carrying out regional Water Conservation Projects including, but not limited to,  
3 Regional Residential and Commercial Clothes Washer Rebate, Regional Large  
4 Landscape Water Use Survey, Regional Smart Controller Rebate, Regional Commercial  
5 Water Use Assessment, and Regional End-Use Study.

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

9           (4)     Pursue partnerships with other utilities to implement regional water  
10 conservation programs.

11  
12     **SECTION 5 – FUNDING**

13           Funding for the Partnership shall be from the Agency Water Conservation Fund and  
14 expenditures by the Water Contractors and MMWD. For Water Contractors the Agency shall  
15 calculate and collect, as a part of the Operations and Maintenance charge, a Water  
16 Conservation Sub-Charge, which monies shall be deposited in the Water Conservation Fund.  
17 For MMWD, not party to the Restructured Agreement, an equivalent amount shall be included  
18 as a component of the Operation and Maintenance Charge and shall be deposited in the Water  
19 Conservation Fund.

20           The aggregate amount of money to be received by the Agency for each Fiscal Year and  
21 deposited to the Water Conservation Fund shall be sufficient to cover the Agency's estimate of  
22 the total cost of all regional Water Conservation Projects for such Fiscal Year.

23

1           In addition to expenditures from the Water Conservation Fund noted above, from July 1,  
2 2008 through July 20, 2018, a total of Fifteen Million Dollars (\$15,000,000) shall be budgeted  
3 and expended by the Water Contractors and MMWD to implement Water Conservation Projects  
4 to achieve the quantifiable water savings established by the parties to this MOU. The  
5 \$15,000,000 shall be budgeted and expended by each Water Contractor and MMWD over the  
6 next 10 years to support Water Conservation Projects benefiting the Water Contractors and  
7 MMWD. The annual amount to be budgeted and expended by each Water Contractor is based  
8 upon the prorated share of 3-year average annual Agency water deliveries to each Water  
9 Contractor and MMWD divided by the total Agency water deliveries to the Water Contractors  
10 and MMWD for those 3 years. The annualized amount to be budgeted shall be as follows:  
11 Cotati \$25,375 (1.69%); Petaluma \$242,150 (16.14%); Rohnert Park \$120,100 (8.01%); Santa  
12 Rosa \$557,325 (37.15%); Sonoma \$55,000 (3.67%); North Marin \$240,525 (16.04%); Valley of  
13 the Moon \$72,200 (4.81%); Windsor \$10,600 (0.71%) and MMWD \$176,725 (11.78%); based  
14 upon water deliveries in 2004, 2005 and 2006. The above annualized amounts shall be  
15 adjusted in fiscal years 2012 and 2015 on the same prorated basis noted above to reflect then  
16 current 3-year average annual revised water deliveries.

17           Revenue from the Water Conservation Sub-Charge collected from Windsor by the  
18 Agency for all water diverted by Windsor directly from the Russian River using its own facilities,  
19 whether under Windsor's water rights or Agency's water rights, shall be placed in a separate  
20 account by the Agency and made available to Windsor as additional funding for Water  
21 Conservation Projects.

1    **SECTION 6 - WAIVER OF RIGHTS**

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

5    **SECTION 7 - AMENDMENT OF MOU**

6           Amendments, revisions or modifications to this MOU shall be in writing and shall be  
7 executed by all parties to this MOU.

8    **SECTION 8 - THIRD PARTY CLAIMS**

9           It is not the intent of the parties to this MOU to create any third party beneficiaries. Any  
10 failure to perform under the terms of this MOU shall not create any claim or right by any  
11 individual or entity not a party to this MOU.

12   **SECTION 9 - ENTIRE AGREEMENT**

13           This writing is intended both as the final expression of agreement between and among  
14 the parties hereto with respect to the included terms and as a complete and exclusive statement  
15 of the terms of the MOU, pursuant to Civil Code §1896.

16   **SECTION 10 - RELATION TO RESTRUCTURED AGREEMENT**

17           The parties understand and agree that this MOU supplements the Restructured  
18 Agreement for Water Supply and the MMWD Agreements. The parties agree that in the event  
19 of an inconsistency between this MOU and the Restructured Agreement for Water Supply (or,  
20 for the Agency and MMWD, between this MOU and the MMWD Agreements), the provisions of  
21 the Restructured Agreement for Water Supply (or, for the Agency and MMWD, the MMWD  
22 Agreements) shall control.

1   **SECTION 11 - TERM OF MOU**

2           The Memorandum of Understanding Regarding Sonoma-Marín Saving Water  
3 Partnership shall become effective upon the signature of the parties hereto and shall remain in  
4 effect until June 30, 2018 unless extended or terminated earlier.

**ATTACHMENT A**  
**NEW CONSTRUCTION WATER CONSERVATION MEASURES**

**Interior**

- (i) Toilets and associated flush valves shall be rated at not more than 1.0 gallons per flush, or be a dual flush model approved by the District.
- (ii) Urinals and associated flush valves shall be rated at not more than 1.0 gallons per flush.
- (iii) Shower heads shall have a rated flow of 2.0 gallons per minute or less.
- (iv) Lavatory faucets shall have aerators or laminar flow devices together with flow control inserts, valves, devices or orifices that restrict flow to a maximum of approximately 1.5 gallons per minute.
- (v) Laundry facility washing machines shall be front loading / horizontal axis models with an Energy Star rating and a modified water factor of 5.5 or less.
- (vi) Dishwashers shall be high efficiency models with an Energy Star rating that use no more than 5 gallons per cycle.
- (vii) Interior plumbing equipped with hot water recirculation system, hot water demand type pump system or hot water thermo-siphon system.

**Exterior**

- (i) Landscape designs that limit turf size (800 sf residential and 0 sf commercial) and promote use of adequately amended soil, drought-tolerant native and/or low-water use plants.

- (ii) Efficient irrigation system design that applies water to each hydro-zone separately with drip irrigation and/or matched precipitation sprinklers with a high degree of uniformity.
- (iii) Rain sensing devices that keep the irrigation controller from watering when it rains.
- (iv) Weather-based irrigation controllers.
- (v) Irrigation-only services agree to use recycled water should recycled water become available to that service.

**ATTACHMENT B**

**TIER 2 WATER CONSERVATION MEASURES**

<b>Measure Number</b>	<b>Target Customer Category</b>	<b>Measure</b>	<b>Short Description</b>
<b>T2 - 1</b>	Existing Customers SF	Rain-sensor (shut off device) retrofit on irrigation controllers	Agency pays for the rain sensor, homeowner pays for the optional installation (\$35).
<b>T2 - 2</b>	Existing Customers SF, MF, CII	Cash for Grass (turf removal program)	Provide a rebate for customers who remove irrigated turf grass and replace it with low water using plants. The rebate would require that an appropriate irrigation system be installed for the replacement landscaping. Limited to \$500 rebate at \$1.00 per square foot.
<b>T2 - 3</b>	All Dedicated Irrigation Meter customers	Financial Incentives for Being Below Water Budget	For dedicated irrigation customers, link a landscape water budget to a retail water agency's rate schedule so that the dedicated irrigation meter customer pays less when their water use is at or under their water budget.
<b>T2 - 4</b>	Existing CII Customers with mixed water use (indoor and outdoor)	Financial Rebates for Irrigation Meters	Provide financial incentives/rebates for selected permits and equipment to convert mixed use meters to a separate dedicated irrigation meter. Model implementation program after City of Santa Rosa's Service Split program. Utility will provide a water budget for the new irrigation meter.
<b>T2 - 5</b>	Existing Customers SF, MF, CII, IRR	Smart Irrigation Controller Rebates	Provide an up to \$450 rebate for the purchase of a SMART irrigation controller and associated signal fees (up to \$150). Assume one controller for RSF and two for others. Minimum participant requirements: at least 500 sq ft of well maintained turf irrigated with an automatic irrigation control system.
<b>T2 - 6</b>	Existing Customers MF, CII, IRR	Financial Incentives/ Rebates for Irrigation Upgrades	For MF & CII customers with landscape, provide rebates for selected types of irrigation equipment upgrade including rain sensors. Model program after water agencies such as EBMUD or Contra Costa Water District.
<b>T2 - 7</b>	Existing Customers: CII	Hotel retrofit (w/financial assistance) - CII	Following a free water audit, offer the hotel a rebate for equipment identified that would save water.

**ATTACHMENT B**

**TIER 2 WATER CONSERVATION MEASURES**

		Existing	Provide a rebate schedule for certain efficient equipment such as air-cooled ice machines, steamers, washers, cooling towers, and spray rinse valves.
<b>T2 - 8</b>	New Customers: CII	Offer new accounts reduced connection fees for installing efficient process equipment for selected businesses (restaurants, laundry mat, food/groceries and hospital)	Offer reduced water and sewer connection fees to new facilities to install water efficient equipment in new facilities that goes above and beyond the building code requirements. Model program after Santa Rosa's BAT program.
<b>T2 - 9</b>	Existing Customers: SF (North Marin only), IRR	Synthetic Turf Rebate	Provide a rebate for replacing existing turf with synthetic turf. Market program to all irrigation customers and single family for North Marin only.
<b>T2 - 10</b>	Existing Customers: SF & MF	High Efficiency Toilet (HET)	Provide a rebate or voucher for the installation of a high efficiency toilet (HET). HET are defined as any toilet to flush 20% less than an ULFT and include dual flush technology. Rebate amounts would reflect the incremental purchase cost.
<b>T2 - 11</b>	Existing Customers: SF	Dishwasher New Efficient	Provide a rebate to encourage homeowners to replace old inefficient dishwashers with new efficient dishwashers (meeting certain water efficiency standards, such as gallons/load).
<b>T2 - 12</b>	Existing Customers: CII	CII Rebates - replace inefficient water using equipment	Provide a rebate for a standard list of water efficient equipment. Included would be x-ray machines, icemakers, air-cooled ice machines, steamers, washers, spray valves, efficient dishwashers, replace once through cooling, add conductivity meters on cooling towers, etc.
<b>T2 - 13</b>	New Customers: CII	0.5 gal/flush urinals in new buildings	Require that new building be fitted with 0.5 gpf urinals rather than the current standard of 1.0-gal/flush models.

1 SONOMA COUNTY WATER AGENCY

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5 By: \_\_\_\_\_ Date: \_\_\_\_\_  
6 Chair, Board of Directors

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8 ATTEST:  
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10 \_\_\_\_\_  
11 Clerk, Board of Directors

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13 CITY OF COTATI  
14 By: Pat Michael Date: 9/8/08  
15 Mayor

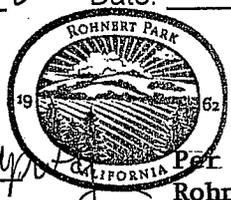
16  
17 ATTEST:  
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19 Immon Taylor  
20 Deputy City Clerk

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22 CITY OF PETALUMA  
23 By: James A. ... Date: 11-20-08  
24 Mayor

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26 ATTEST:  
27 Clarie Coogee  
28 City Clerk

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30 CITY OF ROHNERT PARK  
31 By: Joe Spolanz Date: Dec 1, 2008  
32 Mayor

33  
34 ATTEST:  
35 Jeri ...  
36 City Clerk



37 Per Reso.No.2008-92 adopted by the  
38 Rohnert Park City Council on 6/24/08

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**Approved as to form:**

Benj ...  
City Attorney

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CITY OF SANTA ROSA

By: Susan Groves  
Mayor

Date: December 15, 2008

ATTEST:

[Signature]  
City Clerk

CITY OF SONOMA

By: Judith Miller  
City Manager

Date: 12-30-08

ATTEST:

Gay Rainsberger  
City Clerk

NORTH MARIN WATER DISTRICT

By: Devin J. Rod  
President

Date: 1/6/09

ATTEST:

Gene Roberts  
Secretary

VALLEY OF THE MOON WATER DISTRICT

By: Mark Blamfort  
President

Date: 2/3/09

ATTEST:

Shari Walk  
Deputy Secretary

1 MARIN MUNICIPAL WATER DISTRICT

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3 By: Alex Fomenko  
4 President

Date: 2/11/09

5  
6 ATTEST:

7 Stephanie E. Jones  
8 Secretary  
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13 TOWN OF WINDSOR

14 By: Jonathan J. Williams  
15 ~~Mayor~~ Town Manager  
16

Date: 2/26/09

17  
18 ATTEST:

19 Maria De La O  
20 Town Clerk  
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