"Working Today for Water Tomorrow"
The Sonoma County Water Agency's Integrated Management Policy for ISO 9001 and 14001 states that we are committing to always improving, achieving customer satisfaction, total regulatory compliance, environmental stewardship, and resource management.

Agreement for Funding of
Sweetwater Springs Water District Water Conservation Program

This Agreement is between the **Russian River County Sanitation District**, a body corporate and politic of the State of California (hereinafter "District"), and **Sweetwater Springs Water District** (hereinafter "SSWD"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement.

RECITALS

A. District has received a regulatory order to make costly improvements to the Guerneville Wastewater Treatment Plant and has applied for a low cost loan from the State Revolving Loan Fund (SRF).

B. State Water Resources Control Board, which administers the SRF, requires that SSWD have an approved water conservation program as a condition of approval for the loan application submitted by District.

C. State Water Resources Control Board indicates that approval of the California Urban Water Conservation Council (CUWCC) Memorandum of Understanding (MOU) by SSWD would fulfill the requirement for a water conservation program.

D. Approval of the loan from the State Water Resources Control Board will reduce financing costs for the District for installation of a new wastewater disinfection system.

E. SSWD is willing to approve the CUWCC MOU in order to enable the District to obtain low cost financing from the State Water Resources Control Board.

F. Sonoma County Water Agency operates the District under contract. References to "District" employees are understood to be Sonoma County Water Agency employees acting on behalf of the District.

G. Sonoma County Water Agency has personnel experienced with working with the CUWCC MOU and can provide assistance to SSWD in compliance with the MOU and the conservation-related aspects of the 2010, 2015, and 2020 Urban Water Management Plans.

H. District is willing to reimburse certain of SSWD's costs of complying with the CUWCC MOU in order to make participation in the MOU have no effect on SSWD water rates, while achieving cost savings for District.

AGREEMENT

SSWD and District agree as follows:

1. RECITALS

A. The above recitals are true and correct.

2. COORDINATION

A. SSWD shall coordinate work with District's Representative. Contact information:

District	SSWD
District Representative: Tim Anderson	SSWD Representative: Stephen F. Mack
404 Aviation Boulevard	PO Box 48
Santa Rosa, CA 95403-9019	Guerneville, CA 95446
Phone: 707-521-6208	Phone: 707-869-4000
Email: tima@scwa.ca.gov	Email: smack@sweetwatersprings.com

3. SSWD'S RESPONSIBILITIES

A. CUWCC MOU: Apply to join the CUWCC MOU and work to implement conservation programs consistent with CUWCC requirements for the duration of this Agreement. SSWD shall apply to join the CUWCC MOU within fourteen (14) calendar days after the Effective Date of this Agreement.

4. DISTRICT'S RESPONSIBILITIES

A. Funding: Make payments in accordance with Section 5 of this Agreement. The total amount paid under this Agreement shall not exceed $90,000.

B. Staffing: Provide up to 15 days per year for 10 years of Water Program Specialist labor including, but not limited to:

1) CUWCC Best Management Practices (BMPs): Assist SSWD in implementation of CUWCC BMPs, applying for BMP exemptions as required, and in submitting required reports to CUWCC on behalf of SSWD.
2) UWMP: Provide technical assistance with water conservation reporting requirements for SSWD Urban Water Management Plans for years 2010, 2015, and 2020.

C. Record Keeping: District will maintain complete and accurate records of all District costs and transactions associated with performance of District'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 SSWD at all reasonable times for inspection and analysis.

5. FUNDING

A. CUWCC Dues:

1) District shall reimburse SSWD for the cost of its membership dues to the CUWCC in the amount of up to $4,000 per year for 10 years starting in year 2010. Reimbursement shall not exceed $40,000 over the 10-year term.

2) SSWD shall invoice District annually for reimbursement of CUWCC dues expenses incurred by SSWD. Invoices submitted to District by SSWD shall be clearly marked with Agreement title, TW 10/11-034, District's account number 653105-7247, and District's project/task number 7493-2. Upon receipt, review, and approval of invoice, District will pay SSWD for CUWCC dues expenses as authorized herein and itemized in said invoice(s).

B. Rebates:

1) District shall provide supplemental funding to SSWD for the cost of fixture and appliance rebates for SSWD customers and SSWD conservation program administration expenses in the amount of $10,000 per year for 5 years starting in calendar year 2010. Funding shall not exceed $50,000 over the 5-year period.
2) SSWD shall invoice District annually in advance for fixture and appliance rebates and SSWD conservation program administration expenses incurred by SSWD. Invoices submitted to District by SSWD shall be clearly marked with Agreement title, TW 10/11-034, District's account number 653105-7247, and District's project/task number 7493-2. Upon receipt, review, and approval of invoice, District will pay SSWD for fixture and appliance rebates and SSWD conservation program administration expenses as authorized herein and itemized in said invoice(s).

6. 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. Notwithstanding this authority, neither District nor SSWD is under any obligation to approve such amendments.

B. No Waiver of Breach: The waiver by District 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.

SSWD and District 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. SSWD and District 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 regardless of the law of conflicts to the contrary in any jurisdiction. 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. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

I. Changed Conditions: Should new statewide water conservation requirements be developed during the term of this Agreement, should CUWCC membership dues increase to more than $4,000 per year, or should CUWCC cease to lead statewide water conservation policy, District and SSWD will negotiate in good faith to amend this Agreement to meet the new requirements.

7. MUTUAL INDEMNIFICATION

A. Each party shall defend, indemnify, hold harmless, and release the other, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including the parties, arising out of or in connection with the negligent performance or willful misconduct of the indemnifying party arising out of or in connection with this Agreement; provided, however, that a party shall not be entitled to indemnification under this section for any actions, claims, damages, liabilities, or expenses arising out of that party's gross negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SSWD or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. TERM OF AGREEMENT

A. This Agreement shall expire ten (10) years after the Effective Date, unless terminated earlier in accordance with the provisions of Article 9.

9. TERMINATION OF AGREEMENT

A. After one year from the Effective Date, this Agreement may be terminated by either party for any reason upon ninety (90) calendar days' written notice by either party. District's right to terminate may be exercised by District's General Manager.

B. Notwithstanding Paragraph 9.A above, the District may terminate this Agreement upon three (3) calendar days' notice if the State Water Resources Control Board denies the District's SRF loan application or, after approval, revokes the loan.

C. Termination for Cause: If either party fails to fulfill its obligations under this Agreement, the other party shall provide written notice of the alleged breach of the Agreement. If a breach has occurred and such breach is not corrected or otherwise resolved with thirty (30) calendar days after receipt of the written notice, the non-breaching party may terminate this Agreement.

D. If termination is effected pursuant to this Article 9, neither party shall be required to continue to meet the obligations set forth in this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Reviewed as to substance:

_____

Agency's Department Head

Reviewed as to funds by District:

_____

Division Manager - Administrative Services

Reviewed as to form:

_____

County Counsel

Sweetwater Springs Water District

By: _____

Stephen F. Mack, General Manager

Date: _____

Russian River County Sanitation District

By: _____

Chair, Board of Directors

Date: _____

Attest:

_____

Clerk of the Board of Directors