

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
SANTA CLARA VALLEY WATER DISTRICT AND
ECOLOGY ACTION FOR THE WATERLINK PROGRAM**

This Memorandum of Understanding (“MOU”), effective as of August ____, 2016 (“Effective Date”), is made by and between Ecology Action, a non-profit 501(c)(3) organization incorporated in the State of California (“Ecology Action”), and the Santa Clara Valley Water District, a special district created by the California Legislature (“District”), regarding their understanding of obligations pertaining to the Ecology Action’s WaterLink Program (“WaterLink Program”).

RECITALS

WHEREAS Ecology Action has been awarded a \$2.5 million grant from the California Department of Water Resources to fund the launch and implementation of the WaterLink Program, a water and energy savings direct installation program that targets communities and neighborhoods in Santa Clara County with an annual household income of less than \$48,706; and

WHEREAS the WaterLink Program provides residents, business owners and schools in disadvantaged communities (“Target Audience”) with enhanced rebates, direct installation services for water efficiency upgrades, and in-person technical expertise designed to reduce water demand and thereby reduce energy and greenhouse gas emissions from water systems in Santa Clara County; and

WHEREAS Ecology Action seeks to provide certain water efficiency upgrade installation services to the Target Audience located within Santa Clara County; and

WHEREAS District seeks to reimburse Ecology Action for providing said efficiency upgrade installation services in an amount not-to-exceed \$176,875; and

WHEREAS the parties believe the WaterLink Program will effectively address water use efficiency in Santa Clara County by saving over 95 million gallons of water per year.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties expressed in this MOU, the parties agree to the following terms and conditions:

1. DISTRICT’S RESPONSIBILITIES

a) Subject to the limitations, terms and conditions of this MOU, the District agrees to pay Ecology Action the amounts specified below (not-to-exceed a total amount of \$176,875 during the term of this MOU) for certain water efficiency upgrade installation services within Santa Clara County that are undertaken through the WaterLink Program:

- \$2 per square foot, up to 50,000 square feet, for replacing turf with climate-appropriate landscaping. The total amount payable for turf replacement services shall not exceed \$100,000. All WaterLink turf replacement projects eligible for this \$2 per square foot payment must be located at publicly-owned facilities and must meet all of the District’s Landscape Conversion Rebate Program requirements.
- \$75 for each Energy Star Most Efficient (ESME) Residential Clothes Washer installed at single family homes participating in the WaterLink Program. The total number of ESME Residential Clothes Washer installations that the District will pay the \$75/install amount is 25. Therefore, the total amount payable for all ESME Residential Clothes Washer installations is \$1,875. Each Residential Clothes Washer installation eligible for the \$75 payment must meet the District’s Residential Clothes Washer Rebate Program guidelines.

- \$400 for each High Efficiency Commercial Clothes Washers installed at multi-family residential facilities with common-area laundry rooms participating in the WaterLink program. The total number of High Efficiency Commercial Clothes Washers installations that the District will pay the \$400/install amount is 100. Therefore, the total amount payable for all High Efficiency Commercial Clothes Washer installations is \$40,000. Each High Efficiency Commercial Clothes Washer eligible for the \$400 payment must meet the District's High Efficiency Commercial Clothes Washers Rebate Program guidelines.
 - The lower of: (i) \$4 per centum cubic feet (CCF) of water saved per year, or (ii) 50% of materials cost of the project, for up to 30 WaterLink Ozone Laundry projects at skilled nursing facilities and hotels participating in the WaterLink Program. The total the total amount payable for all WaterLink Ozone Laundry projects is \$35,000. Hot and cold water use will be measured for 30-days pre- and post-installation to determine annual water savings. WaterLink Ozone Laundry installations eligible for this payment must meet all of the current requirements of the District's Commercial Rebate Program.
- b) District shall pay undisputed invoices prepared in accordance with Section 2(c) below within 60 days of receipt.
- c) The District shall review and evaluate whether to approve all educational, marketing and outreach materials created by Ecology Action for the WaterLink Program.

2. ECOLOGY ACTION'S RESPONSIBILITIES

- a) Ecology Action shall employ best efforts to administer the WaterLink Program, which administration shall include the creation and processing of WaterLink Program applications received from the Target Audience.
- b) Ecology Action shall develop all educational, marketing and outreach materials, which are subject to the District's approval, for the WaterLink Program.
- c) Ecology Action shall invoice the District for eligible amounts specified in Section 1(a) above on a quarterly basis, beginning with the quarter ending on September 30, 2016. Quarterly invoices shall include a list of all installation items Ecology Action is seeking payment (including of the name of recipients of receiving the installation services) and other documentation required by the District.
- d) Ecology Action shall collect and analyze data related to water usage of the Target Audience receiving installation services through the WaterLink Program to determine water savings, which must be provided to the District with each quarterly invoice and upon completion of the WaterLink Program.
- c) Ecology Action shall train its staff on how to conduct audits of energy and water use of individual residences, multi-family facilities and institutional facilities. Ecology Action will ensure its staff distributes water conservation educational, marketing and outreach materials, including flyers promoting the District's water conservation programs.
- d) Ecology Action shall provide the District with a copy of the California Department of Water Resources' Water/Energy grant project completion report and project benefits summary for the WaterLink Program on or prior to December 31, 2017.

9. SEVERABILITY

The partial or total invalidity of one or more parts of this MOU will not affect the intent or validity or remaining parts of this MOU.

10. GOVERNING LAW

This MOU is a contract under the laws of the State of California and for all purposes must be interpreted in accordance with such laws.

11. TERMINATION OF MOU

This MOU may be terminated by either party hereto for any reason upon thirty (30) days written notice to the other party.

12. SIGNATURES

The individuals executing this MOU represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

In WITNESS WHEREOF, the parties have executed this MOU as of the effective date.

ECOLOGY ACTION

APPROVED AS TO FORM:

Name/Title _____

Kirsten Liske
Vice President, Community Programs
Ecology Action

SANTA CLARA VALLEY WATER DISTRICT

APPROVED AS TO FORM:

Anthony Fulcher
Sr. Assistant District Counsel
Santa Clara Valley Water District

Norma J. Camacho
Interim Chief Executive Officer
Santa Clara Valley Water District