

Attachment 2

Memorandum of Understanding (MOU) Between Marin Municipal Water District and Local Land Use, Development, Planning and Permitting Jurisdictions Regarding Collaboration and Enforcement of Regional Cross Connection, Recycled Water and Water Conservation Programs

WHEREAS, Marin Municipal Water District (“District”) has codes and ordinances whose effectiveness benefits from coordination with local land use, planning, development and permitting jurisdictions;

WHEREAS, local land use planning, development and permitting jurisdictions within the District service area include City of Belvedere, Town of Corte Madera, Town of Fairfax, City of Larkspur, City of Mill Valley, Town of Ross, Town of San Anselmo, City of San Rafael, City of Sausalito, Town of Tiburon and the County of Marin (“Jurisdictions”);

WHEREAS, the State of California (“State”) continues to issue water conservation requirements, including that new development and retrofitted landscapes comply with water efficiency standards governed by the Model Water Efficient Landscape Ordinance (“MWELO”);

WHEREAS, the State mandates a Cross Connection Plan be adopted to prevent contamination of the potable water supply by identifying, controlling, and monitoring potential backflow hazards, which is administered by the District;

WHEREAS, the District has an interest in expanding the supply of recycled water throughout its service area to reduce the use of potable water supplies;

WHEREAS, These Jurisdictions all receive and process applications for land use permits that are potentially subject to MWELO and cross connection and recycled water requirements (“Applications”);

WHEREAS, water conservation cross connection and recycled water are an important regional initiative to ensure clean and adequate water supply for current and future generations in Marin County;

WHEREAS, water use efficiency and recycled water are an important component of the District’s water supply strategy and therefor the District has an interest in assuring full compliance with MWELO;

WHEREAS, the State requires all Jurisdictions to adopt, implement, and enforce the MWELO or a more stringent ordinance;

WHEREAS, District has the expertise to assist Jurisdictions in complying with water conservation regulations and requirements as Jurisdictions process Applications, including inspections to ensure the implementation of MWELO;

WHEREAS, State water conservation laws require Jurisdictions to annually report to the State regarding implementation and enforcement of the MWELO or a more stringent ordinance; and

WHEREAS, Jurisdictions and District agree this MOU shall govern the regional collaboration for complying with State and local water conservation, cross connection and recycled water requirements.

NOW THEREFORE, in order to ensure coordination and compliance with water conservation, cross connection and recycled water requirements, Jurisdictions and District mutually agree to the following:

I. ROLES AND RESPONSIBILITIES

A. District will:

- i. Conduct Landscape Plan Review within 10-15 business days of submittal by the person or persons seeking the Applications (“Applicant”).
 - a) District will provide an approval (or exemption) letter to the Applicant for Landscape Plan Review. Sample letters of approval and exemption, which may be amended by District

from time to time, are attached hereto as Exhibit B, and incorporated herein by this reference.

- b) District will conduct all inspections necessary for Landscape Plan Review described in Section I (A)(i).
- c) District will inform Jurisdictions of all current District Codes applicable to MWELo reporting and compliance and will notify Jurisdictions of any future District Code revisions or amendments, which would impact MWELo reporting and/or water conservation legislative compliance.
- d) District will annually file, on behalf of the Jurisdictions, MWELo reporting as required pursuant to Title 23, Section 495 of the California Code of Regulations utilizing the Department of Water Resources reporting database, based on the information collected through inspections referred to the District, or as otherwise provided by the Jurisdictions. However, the District shall have no obligation to report 2025 MWELo data to the State for the January 31, 2026 compliance date, unless the Jurisdiction and the District extend the term of this MOU in writing pursuant to Section V of this MOU obligating the District to complete this report. Notwithstanding the above, the District will not be responsible for gaps in reporting due to lack of information provided by the jurisdictions.
- e) District will inform Jurisdictions of all current District Codes applicable to recycled water and cross connection and will notify Jurisdictions of any future District Code revisions or amendments, which would impact Applicants.

B. Jurisdictions will:

- i. Inform Applicant of District requirements at project initiation in Jurisdictions' Planning and Building Departments and refer Applicant's project to District for review. Current District requirements, which may be amended by District from time to time, are attached hereto as Exhibit A and incorporated herein by this reference.
- ii. Incorporate District requirements into the Planning Application Checklist and/or Building Application Checklist.
- iii. Maintain compliance with all applicable MWELo requirements, including referring all applicable projects to the District and providing District all requested information needed for proper MWELo reporting, but excluding the submission of the required annual MWELo reporting described in Section 1(A)(i)(d) above which is being performed by the District.
- iv. Prior to final inspection of a project, the Jurisdiction shall require evidence from the Applicant that the project has received approval (or is exempt from review) for Landscape Plan Review from the District. Sample letters of approval and exemption are attached hereto as Exhibit B and incorporated herein by this reference.

II. COSTS

Each party to this MOU shall be solely responsible for the costs to complete its share of the work described in Section I, above, entitled "Roles and Responsibilities."

III. HOLD HARMLESS AND LIABILITY

The Jurisdictions and the District each agree to hold harmless, indemnify, and defend the other from and against any and all liability claims, costs, penalties, causes of action, demands, and losses of any nature whatsoever, including reasonable attorneys' fees, arising from the performance of this MOU, including but not limited to personal injury and injury to property, or any violation of any law or ordinance, or other harm caused by any negligent act, error or omission, or willful acts or omissions of the indemnifying party

or its officers, employees, subcontractors, or agents acting pursuant to this MOU. This indemnification shall survive termination or expiration of this MOU.

IV. DISPUTE RESOLUTION

Any dispute or claim in law or equity between the District and the Jurisdictions arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

V. TERM & TERMINATION

This MOU shall terminate on December 31, 2030, unless extended by written agreement of the parties before that date. Any party may terminate participation in this MOU at any time by providing 30-days prior written notice. Upon termination, any obligations hereunder shall terminate, except as otherwise expressly herein provided.

VI. NOTIFICATION

The following personal shall be the primary contact for the identified party to this MOU:

Marin Water

Carrie Pollard
capollard@marinwater.org
415-945-1522

Town of Ross

Roberta Feliciano
rfeliciano@townofross.org
(415) 453-1453

Town of Corte Madera

Amy Lyle
alyle@cortemadera.gov
415-500-5213

Town of Fairfax

Jeff Beiswenger
jbeiswenger@townoffairfaxca.gov
415-458-2346

City of Larkspur

Alex Othon
aathon@cityoflarkspur.org
(415) 927-5026

City of Mill Valley

Patrick Kelly
pkelly@cityofmillvalley.org
415-388-4039

City of Belvedere

Rebecca Markwick
rmarkwick@cityofbelvedere.org
415-435-8931

Town of San Anselmo

Eric Robbe
erobbe@townofsananselmo.org
(415) 258-4637

City of San Rafael

Micah Hinkle
Micah.hinkle@cityofsanrafael.org
(415)485-3085

City of Sausalito

Kevin McGowan
kmcgowan@sausalito.gov
415-289-4176

Town of Tiburon

Samantha Bonifacio
sbonifacio@townoftiburon.org
415-435-7393

County of Marin

Jeremy Tejirian
jtejirian@marincounty.org
415-473-3798

VII. COUNTERPART SIGNATURES

This MOU may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all of the Jurisdictions to the aggregate counterparts had signed the same instrument.

VIII. ASSIGNMENT

Neither the District nor the Jurisdictions may assign any portion of this MOU without the prior written authorization of the District General Manager.

IX. VENUE

This MOU and all matters relating to it shall be governed by the laws of the State of California. Any legal action brought related to this MOU shall be brought exclusively in the County of Marin.

X. SECTION HEADINGS

The section headings contained in this MOU are for convenience and identification only and shall not be deemed to limit or define the contents of the section to which they relate.

XI. NO PRESUMPTION REGARDING DRAFTER

The Parties acknowledge and agree that the terms and provisions of this MOU have been negotiated and discussed between the parties and their attorneys, and this MOU reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this MOU, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this MOU.

XII. MODIFICATION

This MOU shall not be modified except by prior written agreement of the Parties.

XIII. EFFECTIVE DATE

The effective date of this MOU shall be the date that each Jurisdiction and the District has signed this MOU.

XIV. SEVERABILITY

If any term, condition or covenant of this MOU, or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this MOU, or the application of such term, condition or covenant to persons or circumstances other than those as to whom which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

XV. AUTHORITY

Each individual signing this MOU represents and warrants that they are duly authorized and has legal capacity to execute and deliver this MOU, and that the MOU is a valid and legal agreement binding on each party and enforceable in accordance with its terms.

MARIN MUNICIPAL WATER DISTRICT

Dated: _____

By _____
Bennett Horenstein, General Manager

CITY OF BELVEDERE

Dated: _____

By _____
Rebecca Markwick, Director of Planning and Building

TOWN OF CORTE MADERA

Dated: _____

By _____
Adam Wolff, Town Manager

TOWN OF FAIRFAX

Dated: _____

By _____
Heather Abrams, Town Manager

CITY OF LARKSPUR

Dated: _____

By _____
Dan Schwarz, City Manager

CITY OF MILL VALLEY

Dated: _____

By _____
Todd Cusimano, City Manager

TOWN OF ROSS

Dated: _____

By _____
Roberta Feliciano, Planning & Building Director

TOWN OF SAN ANSELMO

Dated: _____ By _____
Dave Donery, Town Manager

CITY OF SAN RAFAEL

Dated: _____ By _____
Cristine Alilovich, City Manager

CITY OF SAUSALITO

Dated: _____ By _____
Chris Zapata, City Manager

TOWN OF TIBURON

Dated: _____ By _____
Greg Chanis, Town Manager

COUNTY OF MARIN

Dated: _____ By _____
Derek Johnson, County Administrator

Exhibit A: District Codes

The following are the District's Applicable Codes:

Water Efficient Landscaping (District Code: 13.02.021(5))

Landscape Plan Review is required in the following instances:

1. New construction projects with an aggregate landscape area equal to or greater than 500 square feet requiring a building or landscape permit, plan check or design review.
2. Rehabilitated landscape projects with an aggregate landscape area equal to or greater than 1,000 square feet requiring a building or landscape permit, plan check, or design review.
3. Any project with an aggregate landscape area of less than 1,000 square feet requiring a building or landscape permit, plan check, or design review shall comply with the performance requirements of the MMWD ordinance or conform to the prescriptive measures.

Backflow Prevention (District Code: 11.14.010)

Backflow inspection is required in the following instances:

All sites that contain an auxiliary water source.

Interior Plumbing Fixtures (District Code: 13.02.021(3))

All plumbing installed, replaced or moved in any new or existing water service shall meet the applicable standards in effect within the governing municipality, but at minimum shall comply with the California Green Building Standards Code, Part 11 of Title 24 of the California Code of Regulations (CALGreen) Tier 1 efficiency standards, as may be amended from time to time.

Non-Residential Interior Plumbing Fixtures (District Code: 13.02.021(4))

- A. All plumbing installed, replaced or moved in any new or existing water service shall meet the applicable standards in effect within the governing municipality, but at minimum shall comply with the California Green Building Standards Code, Part 11 of Title 24 of the California Code of Regulations (CALGreen) Tier 1 efficiency standards, as may be amended from time to time.
- B. Commercial Equipment Specifications. The following additional requirements shall apply, where applicable to any commercial use.
 1. *Dishwashers*. Dishwashers shall meet, at minimum, the CEE High Efficiency Specifications for Commercial Dishwashers as may be amended from time to time.
 2. *Steamers*. Steamers shall meet, at minimum, the current specifications set by the CEE's "High Efficiency Specifications for Commercial Steamers" as may be amended from time to time.
 3. *Dipper Wells*. Dipper well flow rates shall be 0.3 gallon, or less, per minute.
 4. *Ice Machines*. Ice machines shall: (1) be Energy Star qualified; and (2) meet the highest Tier specification set by the CEE "High Efficiency Specifications for Air-Cooled Ice Machines" as may be amended from time to time.

Use of Recycled Water Service Required (District Code: 11.32.120)

All existing customers of the district and any new applicants for water service whose properties may be served by recycled water provided by the district shall connect their property to such recycled water service for those

uses for which the use of potable domestic water would be deemed a waste or unreasonable use of water as specified in Division 7, Chapter 7, of the California Water Code and the state and local regulations promulgated pursuant thereto. Failure of an existing district customer to accept service of recycled water when it is made available by the district where use of potable water would otherwise be deemed a waste or unreasonable use of water as specified above shall be grounds for termination of the customer's potable water service. Failure of a customer for recycled water to comply with the conditions specified for its use set out in this code and in the application for water service shall be grounds for termination of recycled water service and curtailment and/or termination of any potable water service provided to the extent the customer attempts to apply potable water to the uses specified for recycled water. No connection fee shall be assessed where recycled water replaces potable water to which a customer already had a water entitlement; however, the customer shall be liable for the cost of connecting his plumbing at the point of connection as determined by the district and any costs of making his private plumbing and irrigation system conform to state health standards.

Exhibit B: Sample Letters



Date

<Company>
<Street Address>
<City>, CA <Zip>

Re: <Project Name>

Project #: <20XX-XX>; APN: <XXX-XXX-XX>; Service #: <XXXXXX>
WATER CONSERVATION ORDINANCE 430

Landscape Plan Compliance Letter

Dear <Applicant>:

The landscape plans submitted to Marin Water for Ordinance 430 review have passed. It is the landscape architect's or the owner's agent's responsibility to ensure that the installing contractor is supplied with a copy of Marin Water's **stamped and approved** landscape plans prior to installation.

Upon completion of the project the landscape architect or agent must submit the required Certificate of Completion form and irrigation audit results to the Water Efficiency Department. A final inspection will then be scheduled to verify field compliance with the ordinance. A copy of the stamped landscape plans must be onsite during construction.

Any changes to the stamped approved landscape plans must be approved by Marin Water prior to installation.

If you have questions, please call me at (415) 945-XXXX.

<Signature>

<Name>
<Title>

Cc: Nole Studley, MMWD
Joseph Eischens, MMWD

Water Use for SV-XXXXX: 0.XX AF
Maximum Flow Rate SV-XXXXX: XX GPM



Date

Name

Company

Address

City, State, Zip

Re: Project Name, City

Project #: <>; APN: <>; Service #: <>

WATER CONSERVATION ORDINANCE 430

Landscape Prescriptive Compliance Option Letter

Dear <Applicant>:

The landscape details submitted to the District for review have passed. It is the landscape architect's or the owner's agent's responsibility to ensure that the installation complies with the Prescriptive Compliance Method Checklist.

Upon completion of the project the landscape architect or agent must submit the required Certificate of Completion form and irrigation audit results to the Water Conservation Department. A final inspection will then be scheduled to verify field compliance with the ordinance.

If you have questions, please call me at (415) 945-XXXX.

<Signature>

<Name>

<Title>

Cc: Nole Studley, MMWD

Joseph Eischens, MMWD

Water Use for SV-XXXXX: N/A

Maximum Flow Rate: N/A



Date

Name

Company

Address

City, State, Zip

Re: Project Name, City

Project #: <>; APN: <>; Service #: <>

In Attendance: <Give names and company of persons attending, including self>

WATER CONSERVATION ORDINANCE 430

Landscape Inspection Compliance Letter

Dear <Applicant>:

On date, a site inspection was performed. The project is in compliance with the landscape portion of Ordinance 430 **and the water entitlement/baseline has been established for the project.**

The District thanks you for your cooperation in our effort to conserve water.

Sincerely,

<Signature>

<Name>

<Title>

<Phone Number>



Date

Name

Company

Address

City, State, Zip

Re: Project Name, City

Project #: <>; APN: <>; Service #: <>

WATER CONSERVATION ORDINANCE 430

Landscape Project Exemption Letter

Dear <Applicant>:

This project does not need to be in compliance with the landscape portion of Water Conservation Ordinance 430 because *no irrigation system will be installed*.

Please contact the following departments if you have further questions regarding:

Meters and water service: Engineering Services (415-945-1530)

Backflow prevention devices and recycled water: Backflow & Reclamation (415-945-1488)

If you have questions, please call me at (415) 945-XXXX.

<Signature>

<Name>

<Title>

Cc: Nole Studley, MMWD

Joseph Eischens, MMWD

Water Use for SV-XXXXX: Exempt

Maximum Flow Rate: Exempt