

**Moulton Niguel Water District  
Lead Administrator, California Data Collaborative  
27500 La Paz Road  
Laguna Niguel, CA 92677**

**Re: California Data Collaborative Project**

**To: City of Santa Rosa**

This Letter of Agreement (“Agreement”) documents the understanding between the California Data Collaborative and the City of Santa Rosa (“Santa Rosa”) in regard to Santa Rosa’s participation in the California Data Collaborative’s Phase 1B Common Project Tasks. The Moulton Niguel Water District (“MNWD”) is entering into this Agreement in MNWD’s role as the Lead Administrator for the California Data Collaborative, a statewide partnership among water agencies, UC Davis and other nonprofits. This Agreement has been executed as indicated by the signatures below of each party’s duly authorized representative.

### **Project Description**

A new California Data Collaborative effort is currently underway involving water agencies throughout California to collect and share data among utilities to improve efficiencies, refine demand management strategies and promote long-term sustainable solutions across California’s natural resources.

### **Level of Participation**

The California Data Collaborative and its Strategic California Urban Water Use Analytics (“SCUBA”) are more particularly described in the original Letter Of Agreement dated November 20, 2015 and Phase 1B Common Project Tasks, attached hereto as Appendix 1 and incorporated herein by reference (“Original Letter Agreement”). Unless otherwise specifically set forth herein, the provisions of the Original Letter Agreement are made an operative part of this Agreement. Unless otherwise specifically set forth herein, in the event of a conflict between the provisions of this Agreement and the provisions of the Original Letter Agreement, the provisions of the Original Letter Agreement shall be controlling.

Commensurate with other phase one utility participants, Santa Rosa will contribute \$25,000 for the common scope of work to integrate its customer level usage data into the California Data Collaborative’s SCUBA data warehouse and evaluate water use patterns (Task 1.1), develop a report on lessons learned from the pilot for smart statewide efficiency (Task 1.2) and to statistically evaluate the turf rebate program (Task 1.3). Said Tasks are further described in the Original Letter Agreement. In addition, the City of Santa Rosa has requested additional, customized work to use remote sensing technology to produce landscape area measurements. That supplemental work will cost an additional \$2,792 for a total participation cost of \$27,792 for the City of Santa Rosa.

It is hereby acknowledged and understood that other public agencies have previously entered

into the Original Letter Agreement. As a result, said agencies have already participated in, and/or completed, some or all of the Project Tasks in connection with SCUBA. The term of the Original Letter Agreement was therefore set to expire on or about September of 2016 as said agencies will then be progressing to subsequent project Tasks.

Therefore, the term of this Agreement shall commence upon full execution of this Agreement by both parties and shall expire on or before June 30, 2017 in order to provide sufficient time for participation and completion of Phase 1B Common Project Tasks by Santa Rosa. Except in regard to said change in the time period for performance to June 30, 2017, all other provisions and actions set forth in the Original Letter Agreement in regard to participation and completion of Phase 1B Common Project Tasks shall be in full force and effect and shall apply to Santa Rosa.

Nothing in this Agreement shall be deemed to be a binding obligation of Santa Rosa to provide any further financial contribution, data or otherwise take part in any activities beyond this phase one. Each Agency may decide whether to participate further, and those Agencies that elect to engage in the next phase will enter into a separate agreement with respect to subsequent phases of the work. This document may be signed in counterparts, each of which shall constitute an original. It is anticipated that upon full execution, copies of each signature page will be circulated to all parties.

#### **Notices:**

All notices under this Agreement shall be directed to the following parties:

For Santa Rosa:

Jennifer Burke

City of Santa Rosa

69 Stony Cir,

Santa Rosa, CA 95401

Telephone: [\(707\) 543-3359](tel:(707)543-3359)

Email: [jburke@srcity.org](mailto:jburke@srcity.org)

For Moulton Niguel Water District:

ATTN: Drew Atwater

Moulton Niguel Water District

27500 La Paz Rd.

Laguna Niguel, CA 92677

Email: [datwater@mnwd.com](mailto:datwater@mnwd.com)

Telephone: 949.448.4027

#### **Payments and Billing**

Invoices shall be sent to:

For Santa Rosa:

Jennifer Burke  
City of Santa Rosa  
69 Stony Cir,  
Santa Rosa, CA 95401  
Telephone: [\(707\) 543-3359](tel:(707)543-3359)  
Email: [jburke@srcity.org](mailto:jburke@srcity.org)

Payments shall be by check, payable to the Moulton Niguel Water District:  
ATTN: Trevor Agrellius  
Moulton Niguel Water District  
27500 La Paz Rd.  
Laguna Niguel, CA 92677

City of Santa Rosa

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

Title: \_\_\_\_\_

Approved as to form: \_\_\_\_\_

Moulton Niguel Water District

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

Title: \_\_\_\_\_

**Appendix 1: Original Letter of Agreement and Scope of Work (Phase 1B Common Project Tasks)**