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**CITY OF SANTA FE, NEW MEXICO**

**RESOLUTION NO. 2007-106**

**INTRODUCED BY:**

**A RESOLUTION**

**SUPPORTING A PARTNERSHIP BETWEEN THE CITY OF SANTA FE AND THE U.S. ENVIRONMENTAL PROTECTION AGENCY WATERSENSE PROGRAM.**

**WHEREAS**, WaterSense is a voluntary partnership program sponsored by the U.S. Environmental Protection Agency (“EPA”); and

**WHEREAS**, the EPA is building WaterSense as a national brand for water efficiency; and

**WHEREAS**, the brand is more than just a product label, it is a symbol that represents the importance of water efficiency in the United States; and

**WHEREAS**, through the help of WaterSense partners, WaterSense encourages water-efficient behaviors and the purchase of quality products that use less water; and

**WHEREAS**, throughout the country, utilities, state and local governments, and other nonprofit organizations have joined the EPA by becoming a WaterSense Partner; and

**WHEREAS**, to become a WaterSense Partner, an organization enters into a Partnership Agreement with the EPA and commits to the goals of the WaterSense Program and pledges to

1 promote the value of water efficiency and WaterSense labeled products and programs on an  
2 ongoing basis; and

3 **WHEREAS**, by becoming a WaterSense partner, the City of Santa Fe would encourage  
4 residents, businesses and institutions to reduce water usage; and

5 **WHEREAS**, by becoming a WaterSense partner, the City would further encourage  
6 residents to use water resources more efficiently to preserve them for future generations and  
7 reduce water and wastewater infrastructure costs by reducing unnecessary water consumption.

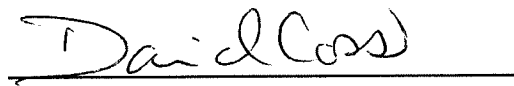
8 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**  
9 **CITY OF SANTA FE** that the Governing Body supports the partnership between the City of  
10 Santa Fe and the EPA WaterSense Program and commits to the goals and partnership pledge as  
11 outlined in the Partnership Agreement, attached hereto as Exhibit "A."

12 **BE IT FURTHER RESOLVED** that by becoming a WaterSense partner the City will:

- 13 1. receive recognition from the EPA as an environmental steward;
- 14 2. be a distinguished organization as a leader in water efficiency by using the  
15 WaterSense partner logo;
- 16 3. increase exposure for the City by being listed as a WaterSense partner on the  
17 program Web site; and
- 18 4. have the ability to access and customize free tools and resources to help promote  
19 WaterSense and the need for water efficiency.

20 **PASSED, APPROVED, and ADOPTED** this 28<sup>th</sup> day of November 2007.

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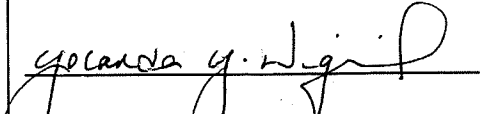


**DAVID COSS, MAYOR**

1 **ATTEST:**

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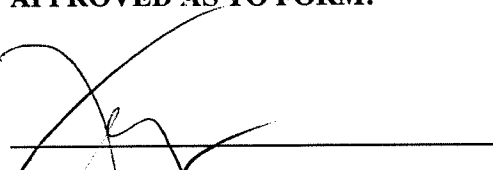
  
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4 **YOLANDA V. VIGIL, CITY CLERK**

5 **APPROVED AS TO FORM:**

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8 **FRANK D. KATZ, CITY ATTORNEY**

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25 **mdb/Resolutions 2007/400<sup>th</sup> Anniversary Committee**



## Exhibit "A"

OMB Control Number 2040-0272  
Approval Expires 01/31/2010

# Partnership Agreement: Promotional Partners

### Section I: EPA WaterSense<sup>SM</sup> Program Goals

The EPA WaterSense program goals are to use water resources more efficiently to preserve them for future generations and reduce water and wastewater infrastructure costs by reducing unnecessary water consumption. Through WaterSense, EPA will provide reliable information on high-performing water-efficient products and practices, raise awareness about the importance of water efficiency, ensure water-efficient product performance, help consumers differentiate among products and programs that use less water, promote innovation in product development, and support state and local water efficiency efforts.

### Section II: Partnership Pledge

As an EPA WaterSense program partner, \_\_\_\_\_ (name of organization) shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Promote the value of water efficiency and WaterSense labeled products and programs on an ongoing basis as an easy and desirable option for water users in our purview, such as customers, residents, businesses, and institutions, to reduce water usage. Promotional partners must also complete the promotional plan checklist, which will be sent to the partner organization upon completion of this agreement.
2. As appropriate, encourage eligible constituents, members, or affiliates to participate as partners in the EPA WaterSense program.
3. Promote the value of water efficiency and WaterSense labeled products on an ongoing basis as an easy and desirable option for residents and businesses to reduce water usage. Where feasible, sponsor rebate programs or other public events to promote WaterSense labeled products and the benefits of water efficiency.
4. **For utilities and governments:** Provide EPA with data for utility/government region or service area on gallons of water sold per year (or other time period partner specifies), price per gallon, gallons of wastewater treated per year (or other time period partner specifies) and aggregate data on any rebates offered for WaterSense labeled products and programs (e.g., total number of rebates processed). **For applicable trade associations:** Provide aggregate data to EPA on market share of WaterSense labeled products and programs in relevant industry. Compile data submitted by members who are also WaterSense partners into a summary report to assist EPA in evaluating market trends and the success of the WaterSense program, without disclosing any proprietary information from members.
5. Adhere to WaterSense logo, partner logo, and label guidelines and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of the WaterSense logo or label.
6. Feature the WaterSense logo on Web site and in other promotional materials.
7. Grant the EPA WaterSense program permission to include partner's name on a list of participating partners on the WaterSense Web site, program materials, and announcements. Partners understand that from time to time, EPA will be interested in profiling partner accomplishments in case studies and articles. If selected for such promotion, partners will have the opportunity to provide input and review the final product prior to release to the public in EPA printed or Web documents. Further, the partner understands that EPA might refer media contacts interested in publicizing water efficiency to partners for information about products and accomplishments.

### Section III: EPA WaterSense Program's Commitments to Partners

1. Develop national specifications for water-efficient products and programs through an open, public process.
2. Increase awareness of the WaterSense brand by distributing key messages on the benefits of labeled products and programs, and the importance of water efficiency.
3. Provide current EPA WaterSense program news, information, and reference documents (via the program Web site, helpline, e-mail, or other means), including a listing of labeled products and programs on the Web site.

4. Provide WaterSense program partners with public recognition for their involvement in the program and role in protecting the environment through online listing of partners, special awards, and other efforts. This recognition includes, but is not limited to listing partners labeled products and programs on the EPA WaterSense Web site.
5. Respond swiftly to partner requests for information or clarification on EPA WaterSense program policies.
6. Provide materials, templates, and logo for promotional use, consistent with the WaterSense program guidelines.
7. Review prepress promotional items, draft Web sites, packaging or other materials that use the WaterSense logo and/or label, upon request.

## Section IV: General Terms and Disclaimers

1. The partner will not construe, claim, or imply that its participation in the EPA WaterSense program constitutes federal government (EPA) approval, acceptance, or endorsement of anything other than the partner's commitment to the program.
2. The partner understands that the activities it undertakes in connection with the program are voluntary and not intended to provide services to the federal government. As such, the partner will not submit a claim for compensation to any federal agency.
3. The partner and the EPA WaterSense Program will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in the program.
4. Failure to comply with any of the terms of this partnership agreement can result in its termination and cessation of access to the benefits of the program, including use of the program marks.
5. The EPA WaterSense program will actively pursue resolution of noncompliance related to the use of the program marks.
6. Both parties concur that this agreement is wholly voluntary and may be terminated by either party at any time, and for any reason, with no penalty. Termination will begin effective immediately upon written notice to or from the EPA WaterSense program. Upon termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense logo, partner logo, and label guidelines.

*To be completed by EPA*

**Authorized EPA Representative** (printed name): Cynthia A. Simbanin

Title: WaterSense Program Manager

E-mail: simbanin.cynthia@epa.gov

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*To be completed by partner*

**Authorized Partner Representative<sup>1</sup>** (printed name): \_\_\_\_\_

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

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Organization Name: \_\_\_\_\_

Number of employees: \_\_\_\_\_

Industry/SIC/NAICS code: \_\_\_\_\_

Primary Contact: Dr./Mr./Mrs./Ms. \_\_\_\_\_

Suffix: \_\_\_\_\_

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

Dept: \_\_\_\_\_

E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

County: \_\_\_\_\_

Web site: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Alternate Telephone: \_\_\_\_\_

Primary function:  Communications/Public Affairs  Technical  Other: \_\_\_\_\_

How did you find out about this program?  Web site  Referral, Name: \_\_\_\_\_

Periodical \_\_\_\_\_

Workshop, Sponsor: \_\_\_\_\_

Mailing \_\_\_\_\_

Other: \_\_\_\_\_

<sup>1</sup>The Authorized Partner Representative should be a person in the organization with signing authority (e.g., vice president).

**Submit the Partnership Agreement (rewriteable PDF) to WaterSense via:**

**Fax:** (703) 841-1440

**Mail:** WaterSense, c/o ERG, 2300 Wilson Blvd, Suite 350, Arlington, VA 22201

**Electronically:** If you have Adobe Acrobat Standard or Professional, you can fill out the form electronically and e-mail it to: [watersense@epa.gov](mailto:watersense@epa.gov). Acrobat Reader users must print forms after filling them out and fax or mail them in.

Please contact the WaterSense Helpline at (866) WTR-SENSE (987-7367) if you have any questions about eligibility, partnership, or for general program inquiries.

After signing, EPA will send partners an executed copy of this agreement.

The public reporting and record keeping burden for this collection of information is estimated to average 8 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed Partnership Agreement to this address.