COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: W-0

March 3, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY CONSULTANT SERVICES AGREEMENT AND MEMORANDUM OF UNDERSTANDING FOR PREPARATION AND FINANCING OF 2005 INTEGRATED URBAN WATER MANAGEMENT PLAN FOR THE ANTELOPE VALLEY
SUPERVISORIAL DISTRICT 5
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY:

1. Delegate authority to the Acting Director of Public Works or his designee to enter into an agreement with Kennedy/Jenks Consultants, to provide engineering and related services for the 2005 Integrated Urban Water Management Plan (Plan) for the Antelope Valley, at a not-to-exceed cost of $191,300.

2. Delegate authority to the Acting Director of Public Works or his designee to negotiate and execute a Memorandum of Understanding (MOU) between the Los Angeles County Waterworks District No. 40, Antelope Valley (District), and Quartz Hill Water District, Rosamond Community Services District, and County Sanitation Districts Nos. 14 and 20 of Los Angeles County (Participants) for a collaborative effort in the preparation and financing of the Plan.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the Acting Director of Public Works or his designee to enter into an agreement with Kennedy/Jenks Consultants, to provide engineering and related services for the Plan and to negotiate and execute an MOU between the District and Participants to collaboratively prepare and finance the Plan.

Implementation of Strategic Plan Goals

These actions are consistent with the County Strategic Plan Goal of Fiscal Responsibility since they would allow the District to prepare the Plan as required by State law in the most cost-efficient manner.

FISCAL IMPACT/FINANCING

There will be no impact to the County's General Fund. The recommended agreement for the project is for an aggregate not-to-exceed fee of $191,300. Funding for the District's share of this agreement is available in the Fiscal Year 2004-05 Los Angeles County Waterworks District No. 40's General Fund (N63). Approximately 24 percent of the cost will be reimbursed by Quartz Hill Water District, Rosamond Community Services District, and County Sanitation Districts Nos. 14 and 20 of Los Angeles County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Water Code §10610 through 10657 requires every water supplier with more than 3,000 service connections, or annually supplying more than 3,000 acre-feet of water, to prepare and update an urban water management plan every five years. The District has approximately 47,100 service connections, and is therefore required to prepare and update an urban water management plan. The other Participants are either required to prepare an urban water management plan or have opted to do so to enhance their ability to plan for their future operations. The Plan will be prepared and adopted in accordance with the requirements of the Code.

A standard Consultant Services Agreement (sample enclosed), approved as to form by County Counsel, will be used to award the work to Kennedy/Jenks Consultants. The agreement includes a clause for termination of services upon prior written notice and a renegotiation clause as directed by your Board.

The enclosed MOU will establish the cost-sharing arrangement between the District and Participants. The MOU is approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act does not apply to the preparation and adoption of the Plan pursuant to §10652 of the California Water Code.

CONTRACTING PROCESS

On December 1, 2004, we circulated a Request for Proposals (RFP) to 31 firms for the Plan. Two firms, Kennedy/Jenks Consultants and Bookman-Edmonston, responded to the RFP. An Evaluation Committee of three staff from Public Works selected Kennedy/Jenks Consultants as the best qualified firm for this project. These evaluations were completed without regard to race, creed, color, or gender. The negotiated fees have been reviewed by Public Works and are considered reasonable for the services provided.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and the requirement that consultants demonstrate their good faith efforts to utilize CBEs. Kennedy/Jenks Consultants is aware of Public Works' CBE Outreach Program, and their proposed CBE participation is on file with Public Works.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended consultant services.

CONCLUSION

Please return two approved copies of this letter to Public Works, Waterworks and Sewer Maintenance Division.

Respectfully submitted,

Dean D. Efthathiou

for DONALD L. WOLFE
Acting Director of Public Works

DP:nm
BDL2184

Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of_____, 2005.

BY AND BETWEEN

COUNTY OF LOS ANGELES, a subdivision of the State of California, hereinafter referred to as "County," on behalf of the COUNTY OF LOS ANGELES WATER DISTRICTS, Public Water Districts formed pursuant to Division 16 of the State Water Code (or the COUNTY OF LOS ANGELES SEWER MAINTENANCE DISTRICTS, formed pursuant to Chapter 4 of the Health & Safety Code), hereinafter referred to as "DISTRICTS,"

AND

KENNEDY/JENKS CONSULTANTS,
hereinafter referred to as "Consultant"

The County has determined that it is a matter of public convenience and necessity to engage the specialized services of a Consultant to provide an integrated urban water management plan (UWMP) for Los Angeles County Waterworks District No. 40, Quartz Hill Water District, Littlerock Creek Irrigation District, Rosamond Community Services District, and the Antelope Valley East Kern Agency's (AVEK) service area within the Antelope Valley.

The Consultant is a firm of recognized professionals with extensive experience and training in its specialized field. In rendering these services, Consultant shall, at a minimum, exercise the ordinary care and skill expected of the average practitioner in Consultant's profession acting under similar circumstances. The work will involve the performance of professional, expert, and technical services of a temporary or part-time duration; and

The parties hereto do mutually agree as follows:

1. Definition

"County" means either the County; the County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work shall be as outlined in attachment 1 March 1, 2005. No work shall commence on this project until a written Notice to Proceed is issued by the County.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Article 2 above, including receipt and acceptance of such work by Director of the County of Los Angeles Department of Public Works (hereinafter called Director), County agrees to pay Consultant a maximum not to exceed fee of One hundred Ninety-One Thousand Three Hundred Dollars ($191,300). **This amount includes a fee not to exceed of $175,100 for Basic Services, and $16,200 for unforeseen additional work that may arise during the progress of work. Additional work will not be performed without written authorization from the County.**

The County shall compensate the Consultant as follows:

a. Monthly payments for the work accomplished shall be made upon verification and acceptance of such work by Director, as stated in attachment 1 March 1, 2005, up to a maximum of $191,300. Monthly invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.

b. Supplemental Consultant Services may be required at the County's discretion, upon prior written authorization by the Director, and will be based on the Consultant's fee schedule on file with the Director.

c. In the event that budget reductions occur in any fiscal year covered by this Agreement that may cause the County to consider terminating this Agreement, the parties agree to attempt to renegotiate the terms of this Agreement to reduce the cost thereof in lieu of termination under the termination provisions of the contract.

d. All funds for payment of services rendered after June 30 of the current fiscal year are subject to County's legislative appropriation for this purpose. Payments for services following June 30 of each fiscal year are dependent upon the same action. Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each future fiscal year, and in the event that funds are not appropriated for this

Agreement, this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of such nonappropriation of funds at the earliest possible date.

e. Consultant will not be required to perform services which will exceed the contract amount, scope of work, and contract dates without amendment to this Agreement.

Consultant will not be paid for any expenditures beyond the contract amount stipulated without amendment to this Agreement.

f. Consultant will notify County when contract amount has been incurred up to 75% of the contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services.

5. County's Responsibility

The County will make available drawings, specifications, and other records as available in County Department of Public Works' file.

6. County's Representative

The Director, or his authorized representative, shall represent the County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term and Termination

The terms of this Agreement shall commence on the date stipulated in the Notice to Proceed, and unless otherwise modified, shall terminate on the date that the work is accepted by the County. County may, at its sole option and discretion, cancel or terminate this Agreement, without any liability other than payment for work already performed, up to the date of termination by giving three days written notice of such termination to Consultant. The Consultant shall be paid the reasonable value of its services rendered. In the event of any such termination by County, Consultant shall provide to County a termination report consisting of all drawings, specifications, reports, and data accumulated to the date of such termination in a form capable of assimilation for use by County.

8. Liability and Insurance

Two alternative Indemnification and Insurance Provisions are set forth in Attachments 2 and 3 of this Agreement.

Consultant has selected one of the two alternative Indemnification and Insurance Provisions and has indicated its selection by initialing the selected alternative as follows:

Alternative 1 _____ Alternative 2 _____

This Agreement shall be subject to the Indemnification and Insurance Provisions set forth in the alternative identified by Consultant above. Such provision is hereby incorporated into this Article by reference.

9. Anti-Discrimination

The following provisions are required by Section 4.32.010 et seq. of the Los Angeles County Code:

Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries, or holding companies are, and will be, treated equally by Consultant without regard to or because of race, religion, ancestry, national origin, or sex, and in compliance with state and federal anti-discrimination laws. Consultant further certifies and agrees that it will deal with its subconsultants, bidders, and vendors without regard to or because of race, religion, ancestry, national origin, or sex. Consultant agrees to allow access to its employment records during regular business hours to verify compliance with the foregoing provisions when so requested by County.

Consultant specifically recognizes and agrees that if the County finds that any of the foregoing provisions have been violated, the same shall constitute a material breach of contract upon which the County may determine to cancel, terminate, or suspend the contract. While the County reserves the right to determine individually that the anti-discrimination provision of the contracts have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Consultant has violated state or federal anti-discrimination laws shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of the contract.

At its option, and in lieu of canceling, terminating, or suspending the contract, County may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of Two Hundred Dollars ($200) for each violation found and determined. County and Consultant specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically

agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

10. Independent Contractor Status

This Agreement is by and between the County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant.

Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

11. County's Quality Assurance Plan

The County, or its agent, will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all contract terms and performance standards. Consultant deficiencies which County determines are severe or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

12. Assignment

This Agreement shall not be assigned without the prior written consent of County. Any attempt to assign without such consent shall be void and confer no rights on any third parties.

13. Forum Selection

Consultant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by the Consultant, on Consultant's behalf or on the behalf of any subconsultant, which arises from this Agreement or is concerning or connected with services performed pursuant to this

Agreement, shall be deemed to be in the courts of the State of California located in Los Angeles County, California.

14. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement.

15. Prohibition From Involvement in Bidding Process

Consultant understands and agrees that neither it nor its subsidiaries shall be involved in any way in the bidding process on any Request for Proposal developed or prepared by or with the assistance of Consultant's services rendered pursuant to this Agreement, either as a prime Contractor or subcontractor, or as a Consultant to any other prime Contractor or subcontractor. Any such involvement by Consultant shall result in the rejection by the County of the bid by the prime Contractor in question.

16. Lobbying

Consultant and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Consultant, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this contract, upon which County may immediately terminate or suspend this contract.

17. Gratuities

It is improper for any County officer, employee, or agent to solicit consideration, in any form, from Consultant with the implication, suggestion, or statement that the Consultant's provision of the consideration may secure more favorable treatment for the Consultant in the award of the contract or that the Consultant's failure to provide such consideration may negatively affect the County's consideration of the Consultant's submittal. Consultant shall not offer or give, either directly or through an intermediary, consideration, in any form, to a County officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the contract.

Consultant shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee, or to the County

Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Consultant's submittal being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

17. Employment of Laid-Off County Employees

Should Consultant, or any subconsultant performing more than $250,000 of the Contract value, require additional or replacement personnel to perform services under this Contract other than the performance of a skilled trade, Consultant shall give first consideration for such employment openings to qualified County employees who are targeted for layoff or qualified former County employees who are on a re-employment list.

18. Consultant's Warranty of Adherence to County's Child Support Compliance Program

Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this contract to comply with all applicable provisions of law, Consultant warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Failure of Consultant to maintain compliance with these requirements shall constitute a default by Consultant under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this contract.

19. Consultant's Acknowledgment of County's Commitment to Child Support Enforcement

Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. The Los Angeles County Child Support Services Department will supply Consultant with the poster to be used.

20. Termination For Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by the Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

21. Consideration of GAIN/GROW Program Participants for Employment

Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Consultant.

22. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the federal Earned Income Credit under

the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

23. Reduction of Solid Waste

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

24. County Rights

The County may employ, either during or after performance of this contract, any right of recovery the County may have against the Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of the County under this contract are in addition to any right or remedy provided by California law.

25. Fair Labor Standards Act

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

26. Prevailing Wage Requirements

Consultant shall comply with all applicable prevailing wage requirements.

27. Employment Eligibility Verification

Consultant warrants that it fully complies with all federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any

alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

28. Consultant Responsibility and Debarment

a. A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

b. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other contracts which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the contract, debar the Consultant from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Consultant may have with the County.

c. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant has done any of the following: 1) violated any term of a contract with the County; 2) committed any act or omission which negatively reflects on the Consultant's quality, fitness, or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; 3) committed an act or offense which indicates a lack of business integrity or business honesty; or 4) made or submitted a false claim against the County or any other public entity.

d. If there is evidence that the Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.

e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

f. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

g. These terms shall also apply to subconsultants of County Consultant.

29. Compliance with Jury Service Program

This Contract is subject to provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

a. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

b. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full -time employee of Contractor. "Full- time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

c. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to

the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

d. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

30. No Payment for Services Provided Following Expiration/Termination of Agreement

CONTRACTOR shall have no claim against COUNTY for payment for any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

31. Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and how to safely surrender a baby. The fact sheet is set forth in Attachment 4 of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

32. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY	CONSULTANT
Department of Public Works Architectural Engineering Division Contracts Administration, 8th Floor 900 South Fremont Avenue Alhambra, CA 91803 (626) 458-2593	Kennedy/Jenks Consultants 1000 Hill Road, Suite 200 Ventura, CA 93003 (805) 658-0607

The address for notice may be changed by giving notice pursuant to this paragraph.

33. Entire Agreement

This contract constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

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IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of the Department of Public Works, and the Consultant has hereunto subscribed its corporate name and affixed its corporate seal by its duly authorized officers the day, month, and year herein first above written.

COUNTY OF LOS ANGELES
Acting on behalf of Waterworks
and Sewer Maintenance Districts

By_____
Deputy Director
Department of Public Works

KENNEDY/JENKS CONSULTANTS

By_____
President

By_____
Secretary

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

(D:\UWMP\RFP FILES\ATTACHMENT 1 CONTRACT.DOC)

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA)

COUNTY OF _____)

On _____, before me, _____ a Notary Public, personally appeared

_____

_____

_____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____

(Notary's Signature)

(Notarial Seal)

Capacity of Signatory _____

ATTACHMENT 1
THE 2005 INTEGRATED URBAN WATER MANAGEMENT PLAN FOR THE ANTELOPE VALLEY (UWMP)

SCOPE OF SERVICES

The Scope of Work includes, but is not limited to, the preparation of an Integrated UWMP for Waterworks District No. 40 (WWD), Quartz Hill Water District (Quartz Hill), Littlerock Creek Irrigation District (Littlerock), and Rosamond Community Services District (Rosamond). The work also includes review and comment on the 2005 Urban Water Management Plans prepared by the Antelope Valley East Kern Water Agency (AVEK) and Palmdale Water District. The combined areas are shown on **(Exhibit 1, Incorporated by Reference)** and shall be referred to as the Study Area in this document. The UWMP shall be prepared in accordance with, but not limited to, the UWMP Act, California Water Code Division 6, Part 2.6, Sections 10610 through 10657, **(Exhibit 2, Incorporated by Reference)**.

The UWMP will serve as the primary guide for the control, protection, and conservation of the water resources in the Study Area. The UWMP shall provide a strategy of specific projects and programs to increase the available water supply, manage existing groundwater supplies to prevent long-term overdraft conditions of the Basin, and increase the reliability of the water supply to meet future projected water demands. **Unless otherwise stated, all information required for the UWMP shall be reported for the entire Study Area, and individually for each district's service area.**

CHAPTER 1 – BACKGROUND INFORMATION

The UWMP shall include the following information for each district*.

a) Current and projected population in five-year increments from 2005 to 2030.
b) Climate (temperature and precipitation).
c) A basic description of the hydrology of the Antelope Valley.
d) Historical and current land use.
e) Other demographic factors affecting water management planning.
f) Information specific to each district/agency including,

   i. Service area
   ii. Formation history
   iii. Governing body
   iv. Number of customers
   v. Available land for development

*The consultant may use the information in the appropriate section of each district's 2000 UWMPs **(Exhibit 4, Incorporated by Reference)** in the preparation of the above information.

CHAPTER 2 – WATER SUPPLY SOURCES AND QUALITY

The Consultant shall describe and quantify the sources of water available in the Study Area including, but not limited to: groundwater, imported water, and recycled water.

a) Groundwater

i. The consultant shall summarize the historic and current static water levels, pumping rates, groundwater quality, and natural recharge of the groundwater during normal, single dry, and four-year dry periods.

ii. The consultant shall summarize the total withdrawals from the Basin for each of the last 5 years.

iii. The consultant shall include a detailed description and analysis of the amount, location and quality of groundwater that is projected to be pumped in five year increments from 2005-2030. The description and analysis shall be based on information that is reasonably available, including, but not limited to, historic use records.

iv. The consultant shall include specific locations to artificially recharge the Basin by surface recharge and direct injection based on existing studies that will be provided by Public Works.

v. The consultant shall describe the current state of the groundwater basin based on the current official Department of Water Resources' Bulletin 118 that characterizes the condition of the groundwater basin and define whether the Basin, which consists of sub-basins **(refer to Exhibit 3, Incorporated by Reference)**, is over-drafted or projected to become over-drafted if the present pumping patterns continue.

vi. The consultant shall provide a description of each districts' effort(s) that are currently being implemented or have been implemented over the last ten years to eliminate the long-term overdraft condition of the groundwater basin.

b) Imported Water

i. The consultant shall provide a brief history of imported water use in the Antelope Valley by updating the summaries in each district's current UWMP.

ii. The consultant shall report the volume and quality of imported water delivered and treated for potable use

annually for the past five years through the State Water Project (SWP).

iii. The consultant shall report the volume and quality of untreated imported water supplied annually for the past five years through the SWP.

iv. The consultant shall report the volume of unused allocated Table A imported water in the Study Area each year for the last five years.

v. The consultant shall project the availability, quality and reliability of SWP water based on the SWP Delivery Reliability Report for a normal year, single-dry year and four-year dry period in five year increments from 2005-2030.

vi. The consultant shall describe AVEK's and Littlerock's current efforts to acquire additional State Water Project on an annual basis to meet growing demand and future growth.

vii. The consultant shall provide a list of AVEK's existing treatment plants with capacities and proposed expansion projects through 2030.

c) Recycled Water

i. The consultant shall define the volume of tertiary treated water produced by the various wastewater treatment plants in the Antelope Valley.

ii. The consultant shall describe the current and projected quality of the treated wastewater and the current and projected methods of wastewater disposal.

iii. The consultant shall report the volume of recycled water used for the past five years including, but not limited to, the location, application, and quantity of use.

iv. The consultant shall project the availability, quality and reliability of recycled water for a normal year, single-dry year and four-year dry period in five year increments from 2005-2030.

d) The consultant shall include a cost analysis of each available water source and rank them in order by the most reliable and cost effective source.

CHAPTER 3 – WATER SUPPLY RELIABILITY

The consultant shall evaluate the overall reliability of the existing water supply portfolio based on the individual reliabilities of each source of supply. The water supply reliability of each district shall be evaluated and described individually.

CHAPTER 4 – WATER DEMAND

The consultant shall quantify the historic, current and projected water demand. The consultant shall:

a. Describe the historic and current use of water in the Study Area.

b. Report the total water demand annually for the past five years.

c. Quantify the projected water demand over five-year increments during normal, single dry, and 4-year dry events from 2005-2030, identifying the uses by sectors including, but not necessarily limited to the following categories:

i. Single-family residential.
ii. Multi-family residential.
iii. Commercial.
iv. Industrial.
v. Institutional and governmental.
vi. Landscape.
vii. Sales to other agencies.
viii. Groundwater recharge.
ix. Agricultural.

using three different water demand projections analyses based on per-capita water use, service connections, and land-use changes. Upon completion, evaluate the reasonableness of the findings.

CHAPTER 5 – WATER DEMAND MANAGEMENT MEASURES

The consultant shall include a summary and status report of the water demand management measures taken by each district. Information prepared for reporting to the California Urban Water Conservation Council by each district, if available, can be utilized for this chapter.

CHAPTER 6 – WATER SUPPLY STRATEGIES AND PROJECTS TO ENSURE SUFFICIENT AND RELIABLE SUPPLY

The consultant shall prepare a water supply strategy for the Study Area to increase the available water supply, manage existing groundwater supplies to prevent long-term overdraft conditions in the Basin, and increase the reliability of the water supply to meet future projected water demands.

a) The consultant shall prepare a strategy of specific programs and/or projects. The strategy should include the best locations for the projects and the quantity and quality of water supply that is expected from each project. The consultant shall also include an

estimate of the cost and implementation timeline for each project. The consultant shall consider, at minimum, the following concepts.

i. Aquifer Storage Recovery
ii. Spreading grounds
iii. In-Lieu groundwater recharge
iv. Off-site storage
v. Expanded drinking water and wastewater treatment facilities
vi. Expanded recycled water distribution system
vii. Water transfers and exchanges
viii. Localized grey water use
ix. Stromwater re-use
x. Groundwater management
xi. Surface storage

b) The consultant shall provide a brief discussion of why particular water management strategies are considered not applicable for the Study Area, if any.

c) The consultant shall include consideration of the following elements in the proposed strategy or shall discuss why certain elements may not be applicable to the Study Area.

i. Flood management
ii. Non-point source pollution control
iii. Recreation and public access
iv. Wetlands enhancement and creation
v. Habitat protection and improvement

d) The consultant shall identify the appropriate agency(ies) responsible for implementation of each project or program.

e) The consultant shall include an evaluation of the potential impacts (environmental, hydrogeological, etc.) on the Antelope Valley and adjacent areas of implementing the recommended projects or programs.

f) The consultant shall identify established relevant State priorities that will be met by implementing each project or program.

g) The consultant shall describe plans to supplement SWP water, which has variable reliability, with alternative sources and water demand management measures in the event that anticipated supplies are not available.

CHAPTER 7 – WATER SHORTAGE CONTINGENCY PLAN

The Consultant shall include a water shortage contingency plan using the plans prepared by each district as part of their 2000 UWMP and shall incorporate any updates that have been made to these plans since 2000. The consultant shall assure that this plan will provide for sufficient water supplies in times of shortage due to catastrophic interruptions in water supply such as, earthquake, drought, contamination, or other natural disaster through 2030.

2005 UWMP PREPARATION

The consultant shall submit two copies of the draft UWMP to each district and to the Sanitation Districts of Los Angeles County (total of 2) for comments, and provide a one month review period. The consultant shall incorporate the comments and submit to each district a three ring bound and electronic copy of the final 2005 UWMP for the Study Area by August 2005.

REVIEW AND COMMENT ON 2005 URBAN WATER MANAGEMENT PLANS PREPARED BY AVEK AND PALMDALE WATER DISTRICT

The consultant shall perform a detailed review of the 2005 Urban Water Management Plans prepared by AVEK and Palmdale Water District. The review shall focus on compliance with the requirements of the Urban Water Management Planning Act and consistency with the data, assumptions, analysis, and conclusions provided in the 2005 Integrated Urban Water Management Plan prepared in accordance with this Scope of Services. The review should be performed by an individual with expertise in the requirements of the Urban Water Management Planning Act. The Consultant shall provide written comments and plan to attend at least one meeting to discuss the comments.

SCHEDULE OF SERVICES

The Consultant will be given a Notice to Proceed by the County prior to the commencement of services. The Consultant shall provide a schedule within 10 working days after the date of the Notice to Proceed. The required services will be completed within 180 calendar days after issuance of the Notice to Proceed.

DELIVERABLES

Deliverables shall be outlined and associated with the tasks that are listed in the Scope of Services.

COMPENSATION

After issuance of a Notice to Proceed, the County shall compensate the Consultant as follows:

The Consultant shall submit monthly invoices upon completion of deliverables associated with each task as specified in the Fee Schedule **(Exhibit 5)** for review and approval by the County, for a total not to exceed fee of $191,300. This amount includes a fee not to exceed of $175,100 for Basic Services, and $16,200 for unforeseen additional work that may arise during the progress of work. Additional work will not be performed without written authorization from the County. Invoices shall conform to Public Works' Invoicing Instructions and shall not be made more than once per month. Mileage is not reimbursable.

Exhibit 5. Fee Schedule

Kennedy/Jenks Consultants

Job Name: Los Angeles County Integrated UWMP
Job Description:
Proposal/Job Number:

January 1, 2005 Rates **Classification:** **Hourly Rate:**	**Total Labor Costs**	**K/J Direct Costs**	**Total Cost**
Chapter 1: Introduction and Summary	$16,208	$165	$16,373
1.1 The Urban Water Management Plan	$0		$0
1.2 The Water Agencies of the Antelope Valley	$0		$0
1.3 Service Area Charateristics	$0		$0
1.4 Content of this Plan	$0		$0
1.5 Water Usage	$0		$0
1.6 Water Supply	$0		$0
1.7 Comparison of Water Usage and Supply	$0		$0
1.8 Water Conservation	$0		$0
1.9 Water Shortage Management	$0		$0
1.10 Detailed Urban Water Management Plan 2005	$0		$0
Chapter 1 - Subtotal	$16,208	$165	$16,373
Chapter 2: Water Supply Resources	$16,125	$167	$16,292
2.1 Local Groundwater Supplies	$0		$0
2.1.1 Source Charateristics	$0		$0
2.1.2 Availability of Supply	$0		$0
2.1.3 Water Quality	$0		$0
2.2 Imported Water Supplies	$0		$0
2.3 Recycled Water Supplies	$0		$0
2.4 Summary of Supplies	$0		$0
2.5 Economic Analysis of Supplies	$0		$0
Chapter 2 - Subtotal	$16,125	$167	$16,292
Chapter 3: Water Supply Reliability Planning	$15,271	$167	$15,438
3.1 Reliability	$0		$0
3.1.1 Agency Reliability	$0		$0
3.1.2 Study Area Reliability	$0		$0
3.2 Plan to Assure Reliable Water Supply	$0		$0
3.3 Reliability Comparsion	$0		$0
Chapter 3 - Subtotal	$15,271	$167	$15,438
Chapter 4: Water Use Provisions	$15,883	$167	$16,050
4.1 Historic/Current Water Use	$0		$0
4.2 Other Factors Affecting Water Usage	$0		$0
4.3 Projected Water Usage	$0		$0
4.3.1 Per Capita Projection	$0		$0
4.3.2 Service Connection Projection	$0		$0
4.3.3 Land Use Projection	$0		$0
Chapter 4 - Subtotal	$15,883	$167	$16,050
Chapter 5: Water Demand Management Measures	$12,247	$167	$12,414

5.1 Water Demand Management Measures and Best Management Pra	$0		$0
5.2 Implementation Levels of DMM's/BMP's	$0		$0
5.3 Summary of Conservation	$0		$0
Chapter 5 - Subtotal	$12,247	$167	$12,414
Chapter 6: Water Supply Strategy	$50,627	$167	$50,794
6.1 Potential Water Supply Alternatives	$0		$0
6.1.1 Aquifer Storage and Recovery	$0		$0
6.1.1.1 Water Quanity	$0		$0
6.1.1.2 Water Quality	$0		$0
6.1.1.3 Cost	$0		$0
6.1.1.4 Schedule	$0		$0
6.1.2 Water Banking	$0		$0
6.1.3 Water Transfers and Exchanges	$0		$0
6.1.4 In-Lieu Groundwater Recharge	$0		$0
6.1.5 Off-Site Storage	$0		$0
6.1.6 Spreading Grounds	$0		$0
6.1.7 Expanded Drinking Water Facilities	$0		$0
6.1.8 Expanded Wastewater Facilities	$0		$0
6.1.9 Expanded Recycled Water Facilities	$0		$0
6.1.10 Localized Grey Water Use	$0		$0
6.1.11 Stormwater Re-use	$0		$0
6.1.12 Groundwater Management	$0		$0
6.1.13 Surface Storage	$0		$0
6.2 Evaluation of Water Supply Alternatives	$0		$0
6.3 Recommended Water Supply Alternatives	$0		$0
6.3.1 Alternative 1	$0		$0
6.3.1.1 Responsible Agency	$0		$0
6.3.1.2 Environmental Issues	$0		$0
6.3.1.3 Institutional Issues	$0		$0
6.3.2 Alternative 2	$0		$0
6.3.3 Alternative 3	$0		$0
6.4 Implementation Plan	$0		$0
Chapter 6 - Subtotal	$50,627	$167	$50,794
Chapter 7: Water Shortage Contingency Analysis	$16,372	$167	$16,539
7.1 Coordinated Planning	$0		$0
7.2 Drought Conditions	$0		$0
7.3 Earthquakes or Other Natural Disaster	$0		$0
7.4 Contamination	$0		$0
7.5 Stages of Action	$0		$0
Chapter 7 - Subtotal	$16,372	$167	$16,539
Review of 2005 UWMP prepared by AVEK and Palmdale Water District	$31,200		$31,200
All Tasks Total	**$173,933**	**$1,167**	**$175,100**
	Contingency:		**$16,200**
	GRAND TOTAL		**$191,300**

ATTACHMENT 2

ALTERNATIVE 1

INDEMNIFICATION AND INSURANCE PROVISIONS

I. INDEMNIFICATION

CONSULTANT agrees to indemnify, defend, and save harmless COUNTY, its agents, appointed and elected officers, County Special Districts, and employees from and against any and all liability, expense (including defense costs and legal fees), or claims for damages of any nature whatsoever, including without limitation, bodily injury, death, personal injury, or property damage (including property of CONSULTANT), arising from, or connected with, any alleged willful or negligent act, error, or omission of CONSULTANT, its agents, or subconsultants of any tier.

The foregoing paragraph notwithstanding, CONSULTANT further agrees to indemnify, defend, and save harmless COUNTY, its agents, appointed and elected officers, County Special Districts, and employees from and against any Workers' Compensation suits, liability, or expense arising from, or connected with, any services performed pursuant to this agreement on behalf of CONSULTANT by any person.

Neither the CONSULTANT, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to defend or indemnify the COUNTY and its related persons and entities arising under the policies of insurance maintained by the CONSULTANT under this provision.

II. INSURANCE

Without limiting CONSULTANT's indemnification of COUNTY and during the term of this Agreement, CONSULTANT shall provide and maintain, at its own expense, the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the COUNTY and primary to, and not contributing with, any other insurance maintained by the COUNTY. Certificate(s) or other evidence of coverage shall be delivered to the Department of Public Works, Architectural Engineering Division, 900 South Fremont Avenue, 8th Floor, Alhambra, CA 91803, prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that COUNTY is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by CONSULTANT to procure and maintain the required insurance shall constitute a material breach of contract upon which COUNTY may immediately terminate or suspend this Agreement.

A. Liability:

Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

1. General liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

    a. If written with an annual aggregate limit, the policy limit should be three (3) times the above-required occurrence limit.

    b. If written on a Claims Made Form, the CONSULTANT shall be required to provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

2. Comprehensive auto liability for all owned, non-owned, and hired vehicles with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

B. Workers' Compensation:

Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a One Million Dollar ($1,000,000) limit, covering all persons the CONSULTANT is legally required to cover.

C. Professional Liability:

Insurance covering liability arising from any error, omission, or negligent act of the CONSULTANT, its officers, or employees with a limit of liability of not less than One Million Dollars ($1,000,000) per claim or occurrence, and Two Million Dollars ($2,000,000) in aggregate. If written on a Claims Made Form, Consultant shall continue to provide coverage for this project for a period of two (2) years from the date of termination or completion of this Agreement.

Consultant agrees to the above Indemnification and Insurance Provisions.

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Initials

ATTACHMENT 3

ALTERNATIVE 2

INDEMNIFICATION AND INSURANCE PROVISIONS

A. **INSURANCE**: CONSULTANT agrees, at its own expense, to maintain with insurance companies acceptable to the COUNTY general liability, professional liability, comprehensive automobile liability, and workers' compensation insurance as set forth below:

1. **General Liability Insurance**: The CONSULTANT shall maintain general liability insurance written on a commercial or comprehensive general liability form(s) that include(s) coverage for premises-operations, products/completed operations, contractual liability, broad-form property damage, and personal injury liability. The general liability policy shall have a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence.

2. **Professional Liability Insurance**: CONSULTANT shall maintain professional liability insurance, including contractual liability coverage, with policy limits of at least One Million Dollars ($1,000,000) per claim or occurrence and Two Million Dollars ($2,000,000) in the aggregate.

3. **Comprehensive Automobile Insurance**: The CONSULTANT shall maintain automobile insurance for all owned, non-owned, and hired vehicles with a combined single limit of One Million Dollars ($1,000,000) per occurrence or accident.

4. **Workers' Compensation Insurance**: The CONSULTANT shall maintain workers' compensation insurance in an amount and form which will meet all applicable requirements of the Labor Code of the State of California, including Employers' Liability Coverage with limits of One Million Dollars ($1,000,000) per occurrence.

5. **General Conditions Relating to Insurance**:

a. **Additional Insureds**: The COUNTY, DISTRICT, its agents, appointed and elected officers, County Special Districts, and employees ("COUNTY and its related persons and entities") shall be named as additional insureds on each policy, except workers' compensation and professional liability insurance, the CONSULTANT is required to provide under this Agreement. Such insurance shall be primary to, and not contributing with, any other insurance maintained by or for the COUNTY and its related persons and entities.

b. **Waiver of Subrogation**: Each policy obtained by the CONSULTANT to fulfill its obligations under this provision shall contain a provision waiving the right of the insurer to subrogate against the COUNTY and its related persons and entities for any liability covered by the policy.

c. **Claims Made Policies**: If any of the policies obtained by the CONSULTANT to fulfill its obligations under this provision are written on a claims-made basis, the policy shall be endorsed to provide an extended reporting period of not less than two years following the termination of this Agreement or the CONSULTANT's work on the project referred to in this Agreement, whichever is later.

d. **Occurrence Policies**: If any of the policies obtained by the CONSULTANT to fulfill its obligations under this provision are written on an occurrence basis, the policies and any endorsements required by this provision (including, but not limited to, the additional insured endorsements) shall be maintained in full force and effect for a period of not less than two years following the termination of this Agreement or the CONSULTANT's work on the project referred to in this Agreement, whichever is later.

e. **Certificate of Insurance**: Prior to commencing work on the project referred to in this Agreement, the CONSULTANT shall provide to the COUNTY certificate(s) of insurance identifying the insurers, policies, coverages, and limits of liability for the insurance the CONSULTANT is required to provide under this provision. Accompanying the certificate(s) shall be a copy of the required additional insured endorsement(s) to the policies obtained by the CONSULTANT as set forth above.

f. **Notice of Cancellation or Nonrenewal**: Each policy shall require the insurer to give the COUNTY at least 30 days notice of termination of the policy by cancellation, rescission, nonrenewal, or otherwise. Notice shall also be given to COUNTY of any material change in the terms of the coverage required to be maintained by the CONSULTANT under this provision.

g. **Delivery of Notices**: All certificates and notices required by this provision shall be in writing and shall be delivered to the Department Contract Administrator. The notices and certificates shall refer to this contract.

h. **Maintenance of Insurance**: The CONSULTANT shall promptly pay the premiums on all insurance policies required under this provision. The CONSULTANT further agrees that the policies shall remain in full force and effect as required by this Agreement. CONSULTANT agrees to immediately obtain replacement coverage for any policy which is terminated, canceled, non-renewed, or which has paid policy limits, or upon the insolvency of the insurer issuing the policy.

i. **Breach**: Failure on the part of CONSULTANT to procure or maintain insurance as required by this provision shall constitute a material breach of this contract. In the event of such a breach, the COUNTY may, among other things, terminate this Agreement, suspend work being performed on the project by or

on behalf of the CONSULTANT, or at its sole discretion, the COUNTY may obtain replacement coverage. In the event that replacement coverage is obtained, the CONSULTANT shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the CONSULTANT from the COUNTY.

B. **INDEMNIFICATION**: CONSULTANT agrees to indemnify and save harmless the COUNTY, DISTRICT, its agents, appointed and elected officers, County Special Districts, and employees ("COUNTY and its related persons and entities") from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising from, or connected with, any act or omission of the CONSULTANT, its agents, or subconsultants of any tier. The obligation to indemnify the COUNTY is in addition to the obligation to procure insurance as set forth in this provision.

COUNTY agrees that prior to demanding a defense from the CONSULTANT, that it or CONSULTANT shall tender such claim to the insurers issuing the policies of insurance referred to in this provision. If the claims are not covered by any policy referred to in this provision, or the insurers refuse to defend the COUNTY or any of its related persons and entities, then the CONSULTANT shall be obligated to defend the COUNTY from any claim, suit, or proceeding in which it has been claimed or alleged that the acts or omissions of the CONSULTANT, its agents, or subconsultants of any tier were a cause of the damages claimed against the COUNTY and its related persons and entities in that suit, action, or proceeding.

Neither the CONSULTANT, nor its agents and subconsultants of any tier, shall be obligated to indemnify the COUNTY and its related persons and entities for liabilities caused by the active negligence of the COUNTY and its related persons and entities. However, this provision does not limit any obligation to defend or indemnify the COUNTY and its related persons and entities arising under the policies of insurance maintained by the CONSULTANT under this provision.

C. **SUBCONSULTANTS' INSURANCE AND INDEMNIFICATION**: CONSULTANT agrees to require its subcontractors, subconsultants, and independent contractors maintain the same insurance coverage which it is required to maintain under this provision, including but not limited to, the obligation to name the COUNTY and its related persons and entities as additional insureds under each such policy.

CONSULTANT further agrees to require its subcontractors, subconsultants, and independent contractors to indemnify and defend the COUNTY and its related persons and entities from any and all claims, liabilities, expenses, lawsuits, actions, or proceedings arising from, or connected with, any act or omission of each such subcontractor, subconsultant, or independent contractor, its agents, or subconsultants of any tier.

Failure on the part of CONSULTANT to require its subcontractors, subconsultants, and independent contractors to provide insurance and indemnification shall constitute a

material breach of this contract. In the event of such breach, the COUNTY may, among other things, terminate this Agreement, suspend work being performed on the project by or on behalf of the CONSULTANT, or in its sole discretion, the COUNTY may obtain replacement insurance coverage. In the event that replacement coverage is obtained, the CONSULTANT shall, upon demand, repay the COUNTY for the full amount of premiums paid by the COUNTY for the replacement coverage. In its sole discretion, the COUNTY may offset the cost of premiums against any monies due to the CONSULTANT from the COUNTY.

CONSULTANT agrees to the above Indemnification and Insurance Provisions.

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Initials

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU), made and entered into on this ___ day of _____ by and between the Quartz Hill Water District, Quartz Hill, California, hereinafter referred to as "QUARTZ HILL," Rosamond Community Services District, Rosamond, California, hereinafter referred to as "ROSAMOND," County Sanitation Districts Nos. 14 and 20 of Los Angeles County, Whittier, California, hereinafter collectively referred to as "SANITATION," and Los Angeles County Waterworks District No. 40, Antelope Valley, hereinafter referred to as "DISTRICT":

WITNESSETH

WHEREAS, the parties are designated as "urban water suppliers" and/or stakeholder agencies under the California Water Code Division 6, Part 2.6, known as the *Urban Water Management Planning Act*, hereinafter referred to as "ACT"; and

WHEREAS, Section 10610.2 (a) of the ACT includes the following declarations:

(1) The waters of the state are a limited and renewable resource subject to ever-increasing demands; and

(2) The conservation and efficient use of urban water supplies are of statewide concern; however, the planning for use and implementation of those plans can best be accomplished at the local level; and

(3) A long-term, reliable supply of water is essential to protect the productivity of California's businesses and economic climate; and

(4) As part of its long-range planning activities, every urban water supplier should make every effort to ensure the appropriate level of reliability in its water service sufficient to meet the needs of its various categories of customers during normal, dry, and multiple dry water years; and

WHEREAS, Section 10620 (a) of the ACT requires that every urban water supplier prepare and adopt an urban water management plan as set forth in the ACT; and

WHEREAS, Section 10620 (d) (1) of the ACT states that an urban water supplier may satisfy the requirements of the ACT by participation in area-wide, regional, watershed, or basin-wide urban water management planning where those plans will reduce costs and contribute to the achievement of conservation and efficient water use; and

WHEREAS, Section 10620 (d) (2) of the ACT requires that each urban water supplier coordinate the preparation of its plan with other appropriate agencies in the area, including other water suppliers that share a common source, water management agencies, and relevant public agencies, to the extent practicable; and

WHEREAS, under the ACT, the parties propose to collaboratively prepare a 2005 Integrated Urban Water Management Plan for the Antelope Valley, hereinafter referred to as "PLAN" as set forth in this MOU; and

WHEREAS, the study area for the PLAN includes all, or a portion of, the service areas of QUARTZ HILL, ROSAMOND, SANITATION, and DISTRICT within the Antelope Valley; and

WHEREAS, the DISTRICT is willing to administer a contract ("CONTRACT") to engage a third-party consultant ("CONSULTANT") to prepare the PLAN, including preparation of a request for proposals, evaluation of CONSULTANT proposals, award of the CONTRACT, and general oversight of the CONTRACT; and

WHEREAS, QUARTZ HILL, ROSAMOND, and SANITATION are willing to provide the CONSULTANT with the necessary data to prepare the PLAN and to review and comment on the draft and final versions of the PLAN; and

WHEREAS, the "CONSULTANT COSTS" for preparation of the PLAN consist of all amounts paid to the CONSULTANT upon completion of the PLAN; and

WHEREAS, the DISTRICT is willing to finance seventy-six percent (76%), QUARTZ HILL is wiling to finance eight percent (8%), SANITATION is willing to finance ten percent (10%), and ROSAMOND is willing to finance six percent (6%) of the CONSULTANT COSTS; and

WHEREAS, CONSULTANT COSTS are currently estimated to amount to One Hundred Ninety-One Thousand Three Hundred and 00/100 Dollars ($191,300.00) with the DISTRICT'S share being One Hundred Forty-Five Thousand Two Hundred Twenty-eight and 00/100 Dollars ($145,228.00), QUARTZ HILL's share being Fourteen Thousand Nine Hundred Forty-four and 00/100 Dollars ($14,944.00), SANITATION'S share being Nineteen Thousand One Hundred Thirty and 00/100 Dollars ($19,130.00), and ROSAMOND's share being Eleven Thousand Nine Hundred Ninety-eight and 00/100 Dollars ($11,998.00).

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the parties and of the promises herein contained, it is hereby agreed as follows:

(1) QUARTZ HILL AGREES:

a. To provide all necessary and relevant data and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT.

b. To review and comment on the draft and final versions of the PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the CONSULTANT.

c. To finance eight percent (8%) of the actual final CONTRACT amounts due to the CONSULTANT as needed to complete the PLAN, currently estimated at Fourteen Thousand Nine Hundred Forty-four and 00/100 Dollars ($14,944.00).

d. To deposit Fourteen Thousand Nine Hundred Forty-four and 00/100 Dollars ($14,944.00) with the DISTRICT upon execution of this MOU.

e. To pay the DISTRICT within sixty (60) days after delivery by the CONSULTANT of the final PLAN any additional monies necessary to cover QUARTZ HILL's 8% share of the actual CONSULTANT COSTS if Fourteen Thousand Nine Hundred Forty-four and 00/100 Dollars ($14,944.00) proves to be less than 8% of the actual CONSULTANT COSTS based on the Accounting (as defined below).

(2) SANITATION AGREES:

a. To provide all necessary and relevant data and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT.

b. To review and comment on the draft and final versions of the PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the CONSULTANT.

c. To finance ten percent (10%) of the actual final CONTRACT amounts due to the CONSULTANT as needed to complete the PLAN, currently estimated at Nineteen Thousand One Hundred Thirty and 00/100 Dollars ($19,130.00).

d. To deposit Nineteen Thousand One Hundred Thirty and 00/100 Dollars ($19,130.00) with the DISTRICT upon execution of this MOU.

e. To pay the DISTRICT within sixty (60) days after delivery by the CONSULTANT of the final PLAN any additional monies necessary to cover SANITATION's 10% share of the actual CONSULTANT COSTS if Nineteen Thousand One Hundred Thirty and 00/100 Dollars ($19,130.00) proves to be less than 10% of the actual CONSULTANT COSTS based on the Accounting.

(3) ROSAMOND AGREES:

a. To provide all necessary and relevant data and/or documentation for the PLAN in its possession as may be requested by the CONSULTANT within thirty (30) calendar days of the request by the CONSULTANT.

b. To review and comment on the draft and final versions of the PLAN within twenty-one (21) calendar days from the date of receipt of said documents from the CONSULTANT.

c. To finance six percent (6%) of the actual final CONTRACT amounts due to the CONSULTANT as needed to complete the PLAN, currently estimated at Eleven Thousand Nine Hundred Ninety-eight and 00/100 Dollars ($11,998.00).

d. To deposit Eleven Thousand Nine Hundred Ninety-eight and 00/100 Dollars ($11,998.00) with the DISTRICT upon execution of this MOU.

e. To pay the DISTRICT within sixty (60) days after delivery by the CONSULTANT of the final PLAN any additional monies necessary to cover ROSAMOND's 6% share of the actual CONSULTANT COSTS if Eleven Thousand Nine Hundred Ninety-eight and 00/100 Dollars ($11,998.00) proves to be less than 6% of the actual CONSULTANT COSTS based on the Accounting.

(4) DISTRICT AGREES:

a. To administer a CONSULTANT CONTRACT for the PLAN, including preparation of a request for proposals, evaluation of CONSULTANT proposals, award of a CONSULTANT CONTRACT, and oversight of the CONSULTANT services.

b. To provide the CONSULTANT with the necessary data in the DISTRICT's possession as may be requested by the CONSULTANT to prepare the PLAN.

c. To review and comment on the draft and final versions of the PLAN within twenty-one (21) calendar days from the date of receipt of the documents from the CONSULTANT.

d. To finance seventy-six percent (76%) of the CONSULTANT COSTS of the actual final CONTRACT costs due to the CONSULTANT as needed to complete the PLAN, currently estimated to be One Hundred Forty-Five Thousand Two Hundred Twenty-eight and 00/100 Dollars ($145,228.00).

e. To pay the CONSULTANT any additional monies necessary to cover DISTRICT's 76% share of the actual CONSULTANT COSTS if One Hundred Forty-Five Thousand Two Hundred Twenty-eight and 00/100 Dollars ($145,228.00) proves to be less than 76% of the actual CONSULTANT COSTS based on the Accounting.

(5) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. Upon completion of the PLAN, the DISTRICT shall prepare a final accounting (the "Accounting") of all final actual CONSULTANT COSTS for review by QUARTZ HILL, ROSAMOND, and SANITATION.

b. If the funds deposited with the DISTRICT exceed QUARTZ HILL, ROSAMOND, and/or SANITATION'S proportional share of the CONSULTANT COSTS, based upon the final accounting, the DISTRICT shall refund the excess funds within sixty (60) days after completion of PLAN.

d. This MOU may be amended or modified only by mutual written consent of QUARTZ HILL, ROSAMOND, SANITATION, and DISTRICT.

e. All parties agree to release the DISTRICT of any liability and in connection with all claims arising out of this MOU, including relating to the CONTRACT with the CONSULTANT, and including in connection with any and all claims by third parties relating to the CONSULTANT's work under the CONTRACT and/or any violation or alleged violation of the ACT as a result thereof, including pursuant to Civil Code Section 1542, which states:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

f. Notwithstanding the foregoing and notwithstanding any provision of law, including as contained in the California Government Code, and including Sections 895 *et. seq.*, therein, any and all liability or expenses (including attorneys' and experts' fees and related costs) to the DISTRICT for claims by third parties or CONSULTANT and injury to third parties or CONSULTANT, arising from or relating to this MOU shall be allocated among the parties on the basis of the percent of contribution required of each party under this MOU. As an example only, the percentage of contribution of SANITATION is 10%. The term "injury" shall have the meaning prescribed by Section 810.9 of the Government Code. This provision shall survive termination of this Agreement.

g. Any correspondence, communication, or contact concerning this MOU shall be directed to the following:

QUARTZ HILL:
Mr. Dave Meraz
General Manager
Quartz Hill Water District
42141 50th Street West
Quartz Hill, CA 93536

ROSAMOND:
Ms. Sherry Delano
General Manager
Rosamond Community Services District
3179 35th Street West
Rosamond, CA 93560

SANITATION:
Mr. James F. Stahl
Chief Engineer and General Manager
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601-1400

DISTRICT:
Mr. Manuel del Real
Assistant Deputy Director
Waterworks & Sewer Maintenance Division
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

h. Each person signing this MOU represents to have the necessary power and authority to bind the entity on behalf of which said person is signing.

i. This MOU may be executed in counterparts, each counterpart being an integral part of this MOU.

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IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by QUARTZ HILL; and

QUARTZ HILL:

QUARTZ HILL WATER DISTRICT

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by ROSAMOND; and

ROSAMOND:

ROSAMOND COMMUNITY SERVICES DISTRICT

By _____

APPROVED AS TO FORM:

By _____
Legal Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by SANITATION; and

SANITATION:

ATTEST

COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY

By _____

By _____
Secretary

ATTEST

COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY

By _____

By _____
Secretary

APPROVED AS TO FORM:

LEWIS BRISBOIS BISGAARD & SMITH LLP

By _____
District Counsel

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by DISTRICT.

DISTRICT:

LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy