



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

**ADOPTED**

IN REPLY PLEASE  
REFER TO FILE

December 11, 2018

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

41 December 11, 2018

CELIA ZAVALA  
EXECUTIVE OFFICER

Dear Supervisors:

**WATER RESOURCES CORE SERVICE AREA  
AGREEMENT AND MEMORANDUM OF UNDERSTANDING REGARDING  
ADVANCED TREATED RECYCLED WATER SERVICE TO THE  
DOMINGUEZ GAP BARRIER PROJECT  
(SUPERVISORIAL DISTRICTS 2 AND 4)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking approval to enter into an agreement with the Water Replenishment District of Southern California and a memorandum of understanding with the City of Los Angeles Department of Water and Power, the City of Los Angeles Bureau of Sanitation, and Water Replenishment District of Southern California regarding advanced treated recycled water service to the Dominguez Gap Barrier Project.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

1. Find that the proposed actions are exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.
2. Approve and delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into an agreement with the Water Replenishment District of Southern California regarding the delivery and use of advanced treated recycled water at the Dominguez Gap Barrier Project.

3. Approve and delegate authority to the Chief Engineer of the Los Angeles County Flood Control District or his designee to enter into a memorandum of understanding with the City of Los Angeles Department of Water and Power, the City of Los Angeles Bureau of Sanitation, and Water Replenishment District of Southern California regarding compliance with regulatory requirements pertaining to the use of advanced treated recycled water at the Dominguez Gap Barrier Project.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will find that the proposed agreements are exempt from the California Environmental Quality Act (CEQA) and will approve and direct the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or his designee to enter into a new agreement with the Water Replenishment District of Southern California (WRD), related to the delivery and use of recycled water at the Dominguez Gap Barrier Project (DGBP), and a new memorandum of understanding (MOU) with WRD, the City of Los Angeles Department of Water and Power (LADWP), and City of Los Angeles Bureau of Sanitation (LASAN), establishing the respective responsibilities of the parties for compliance with regulatory requirements on the use of recycled water at the DGBP.

The DGBP is a facility that injects fresh water into the underlying aquifers to prevent seawater from intruding into and degrading the groundwater basin. The DGBP is owned, operated, and maintained by the LACFCD. WRD is responsible for the purchase of the water injected into the aquifers and management of the groundwater basin. The proposed agreement with WRD approves the source and quality of Advanced Treated Recycled Water produced by LASAN and delivered to the barrier by LADWP as another suitable water source that LACFCD may inject into the barrier.

The LADWP has delivered recycled water on behalf of WRD for use at the DGBP since 2005, pursuant to an existing agreement between LACFCD, LADWP, and WRD, which will expire on December 31, 2018. The proposed MOU establishes the roles and responsibilities of the LACFCD, LADWP, LASAN, and WRD in regard to compliance with the Waste Discharge Requirements (WDRs) and Title 22, Water Recycling Requirements (WRRs), and identifies LASAN, LADWP, and LACFCD as Project Sponsors for the new permit for the use of recycled water at the DGBP.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provisions of Strategy II.3, Make Environmental Sustainability our Daily Reality and Objective II.3.1, Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies, and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended actions will help achieve these goals by maximizing the effectiveness of County infrastructure, building partnerships with other governmental agencies, and ensuring the County's residents receive quality infrastructure services.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund or the Flood Control District Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The LACFCD entered into an agreement with the WRD on July 25, 1967 where WRD agreed to purchase the water to be used by LACFCD to inject into the barrier. The proposed agreement is a supplement to the 1967 agreement that primarily approves the source and quality of Advanced

Treated Recycled Water produced by LASAN and delivered to the barrier by LADWP as an “other suitable water that LACFCD may inject into the barrier”. The proposed agreement is to be concurrently executed with the proposed MOU between LASAN, LADWP, WRD, and LACFCD.

The LADWP, WRD, and LACFCD entered into Agreement No. 10810 (LACFCD Agreement No. 73570) on July 31, 2001, which identified each agency’s roles and responsibilities regarding the delivery and injection of recycled water into the DGBP. Under the terms of that agreement, WRD shall purchase recycled water, LADWP shall deliver recycled water to the DGBP, and the LACFCD shall accept and inject the recycled water into the DGBP. The current agreement will expire on December 31, 2018.

On October 12, 2016, the Regional Water Quality Control Board, Los Angeles Region (RWQCB), adopted WDRs and WRRs applicable to use of recycled water at the DGBP. The proposed MOU will supersede the existing agreement and establish the roles and responsibilities of the LACFCD, LADWP, LASAN, and WRD in regard to compliance with the WDRs and WRRs.

The proposed agreement and MOU have an initial term of 10 years, with options to extend up to 5 additional years, if none of the parties affirmatively opts out.

The MOU and agreement will be substantially similar to the enclosed drafts.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed agreement and MOU are exempt from the CEQA. The agreement and MOU are within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in section 15301 of the CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, they will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code, Section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board’s approval of the recommended action, Public Works will file a Notice of Exemption with the County Clerk in accordance with Section 15062 of the CEQA Guidelines.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Entering into the proposed agreement and MOU will allow for continued recycled water delivery to the DGBP. Without execution of a new agreement and MOU, recycled water deliveries to the DGBP will be suspended upon termination of the existing agreement. The DGBP would then operate using only potable imported water, a much more expensive and less sustainable alternative.

### **CONCLUSION**

The Honorable Board of Supervisors

12/11/2018

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Please return an adopted copy of this letter to the Los Angeles County Public Works, Stormwater Engineering Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA

Director

MP:CS:sv

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel (Mark Yanai)  
Executive Office

**AGREEMENT BETWEEN  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
AND  
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
REGARDING ADVANCED TREATED RECYCLED WATER SERVICE  
TO THE DOMINGUEZ GAP BARRIER PROJECT**

This AGREEMENT, hereinafter referred to as “AGREEMENT,” is entered into by and between the Los Angeles County Flood Control District, hereinafter referred to in this AGREEMENT as “LACFCD,” and the Water Replenishment District of Southern California, hereinafter referred to in this AGREEMENT as “WRD.” The LACFCD, and the WRD are hereinafter referred to individually in this AGREEMENT as a “PARTY,” and together they are referred to as the “PARTIES.”

I. RECITALS

A. The use of recycled water in Southern California is desirable to reduce the dependency upon imported supplies, and to increase the overall reliability of water supplies to the region; and

B. The City of Los Angeles Bureau of Sanitation (LASAN) expanded the Advanced Water Purification Facility (AWPF) to treat all of the Terminal Island Water Reclamation Plant influent, which can produce approximately 12 million gallons per day (MGD) of Advanced Treated Recycled Water and the Los Angeles Department of Water and Power (LADWP) expanded its distribution system to distribute the 12 MGD to several customers in the Harbor area, including increased supply to the Dominguez Gap Barrier Project (BARRIER); and

C. The LACFCD owns and operates the BARRIER which consists of injection wells, water supply lines, pressure reduction facilities, and related appurtenances, for the purpose of injecting fresh water in coastal aquifers to create a hydraulic barrier to stem seawater intrusion into the West Coast Groundwater Basin; and

D. The LACFCD entered into an AGREEMENT with the WRD on July 25, 1967 (LACFCD AGREEMENT No. 12385) wherein the WRD agrees to purchase water from the Metropolitan Water District of Southern California (MWD) or other suitable water and the LACFCD agrees to inject the same into the BARRIER in such amounts as LACFCD shall determine necessary and desirable, but not in excess of that quantity determined by LACFCD to be necessary to control saline intrusion; and

E. The LADWP currently sells Advanced Treated Recycled Water to customers including the WRD and distributes said water to the BARRIER on WRD’s behalf; and

F. The WRD currently purchases imported water from MWD through the West Basin Municipal Water District, and Advanced Treated Recycled Water from the LADWP, for recharge in the BARRIER injection wells; and

G. An active service connection with the MWD (i.e. WB-37) is utilized to provide imported water flows to the BARRIER should the AWP go offline, or if insufficient Advanced Treated Recycled Water is available for injection; and

H. The PARTIES and LADWP entered into Agreement No. 10810 on July 21, 2001, for the LADWP to sell Advanced Treated Recycled Water to the WRD, and for the LACFCD to transport and inject this Advanced Treated Recycled Water into the BARRIER; and

I. Agreement No. 10810 terminates on December 31, 2018 per Amendment No. 2 to the Agreement No. 10810 executed on October 31, 2017; and

J. On October 13, 2016 the Regional Water Quality Control Board, Los Angeles Region (“RWQCB”), adopted Waste Discharge Requirements and Title 22 Water Recycling Requirements for the City of Los Angeles, Harbor Water Recycling Project – Dominguez Gap Barrier Project, RWQCB Order No. R4-2016-0334 wherein LASAN, LADWP, and the Los Angeles County Department of Public Works are named as co-permittees (collectively, the “Project Sponsors”); and

K. The WRD and the Project Sponsors intend to address compliance with the specific terms and conditions of RWQCB Order No. R4-2016-0034 related to groundwater monitoring and studies through a multi-party Memorandum of Understanding to be executed concurrently with this AGREEMENT; and

L. The PARTIES seek to maximize delivery of Advanced Treated Recycled Water to the extent that higher amounts of such water exist and a demand for such water occurs at the BARRIER.

## II. TERMS OF THE AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions stated herein, it is understood and agreed to by and between the PARTIES hereto as follows:

### ARTICLE 1: RELATIONSHIP TO PRIOR AGREEMENT

1.1 This AGREEMENT represents written approval of the source and quality of Advanced Treated Recycled Water produced by LASAN and delivered to the BARRIER by LADWP as an “other suitable water” that LACFCD may inject into the appropriate facilities of the BARRIER per LACFCD AGREEMENT No. 12385. The cost of such water is addressed in a separate agreement executed concurrently with this AGREEMENT between LADWP and WRD.

- 1.2 The PARTIES agree that an appropriately sized active imported water connection, including pressure reducing valves, vaults, and appurtenances capable of providing 100 percent of BARRIER demand at a stable operating pressure shall be maintained so that flows to the BARRIER are available should the AWP go offline, or if insufficient Advanced Treated Recycled Water is available for injection. Only one imported water connection shall be utilized at any given time.
- 1.3 Nothing in this AGREEMENT affects the rights or obligations of the PARTIES contained in LACFCD AGREEMENT No. 12385. The PARTIES hereby represent and warrant to each other that LACFCD AGREEMENT No. 12385 remains in good standing and in full force and effect as of the date of this AGREEMENT.

## ARTICLE 2: RIGHTS AND RESPONSIBILITIES OF WRD

- 2.1 WRD shall purchase Advanced Treated Recycled Water that meets all of the following water quality requirements:
  - i. The water quality requirements specified in RWQCB Order No. R4-2016-0034 or any future RWQCB Order or any other regulatory permits related to the injection of Advanced Treated Recycled Water at the BARRIER;
  - ii. The criteria and requirements for full advanced treatment as specified in 22 CCR §60320.201;
  - iii. The water quality requirements established by LACFCD pursuant to Article 3.4 below.
- 2.2 WRD shall, at its sole cost and expense, design, construct, and/or install any and all backflow prevention assemblies, connection vaults, flow meters, surge tanks, flow control and/or pressure reducing valves, and any additional air vacuum release valves as may be needed to mitigate surge conditions associated with the use of Advanced Treated Recycled Water, or any other improvements necessary to safely and effectively use Advanced Treated Recycled Water for injection in the BARRIER, regardless of their location. WRD shall include LACFCD in review of all plans and specifications for said improvements prior to commencing any construction or installation activities, which review shall not be unreasonably withheld. WRD shall obtain a LACFCD permit prior to commencing the construction or installation of any improvements directly on LACFCD infrastructure or within LACFCD Right-of-Way. The review and issuance of a permit or other approvals by the LACFCD relating to any improvements shall not relieve the WRD of its obligation to adequately and completely design, construct and install these facilities in good working order. The WRD shall retain ownership of such improvements which are not installed directly on LACFCD infrastructure upon completion of construction of said improvements.

- 2.3 The WRD shall maintain any and all necessary improvements required under Article 2.2 to safely and effectively use Advanced Treated Recycled Water for injection in the BARRIER which are not installed directly on the LACFCD's existing BARRIER infrastructure, and provide maintenance records to LACFCD upon request.
- 2.4 The WRD shall reimburse the LACFCD for the reasonable costs described in subparagraphs (i) through (v) below that may be incurred by the LACFCD related to the use of Advanced Treated Recycled Water. The WRD shall pay the LACFCD within 60 days of receipt of an invoice describing the reason and basis for such costs. Costs related to the use of Advanced Treated Recycled Water may include costs related to:
- i. Damage caused by pressure surges associated with the delivery of Advanced Treated Recycled Water, including but not limited to breaks in the water supply line, laterals or appurtenances;
  - ii. Damage and/or conditions requiring additional maintenance of the BARRIER resulting from the delivery of Advanced Treated Recycled Water that does not meet the water quality requirements established by LACFCD pursuant to Article 3.4 below;
  - iii. Additional maintenance of the BARRIER related to the use of Advanced Treated Recycled Water, including but not limited to increased maintenance of LACFCD injection wells and BARRIER facilities;
  - iv. Maintenance on improvements installed on LACFCD's existing BARRIER infrastructure that are necessary for injecting Advanced Treated Recycled Water pursuant to Article 2.3 above;
  - v. Increased operational activities directly related to interruptions in Advanced Treated Recycled Water deliveries from the AWPf to the BARRIER that exceed twelve (12) events per year, including but not limited to increased frequency of injection well adjustments required to accommodate the use of Advanced Treated Recycled Water.

### ARTICLE 3: RIGHTS AND RESPONSIBILITIES OF THE LACFCD

- 3.1 The LACFCD shall order Advanced Treated Recycled Water from the LADWP in an amount necessary to prevent seawater intrusion and inject the same into the BARRIER facilities, subject to the conditions described in this AGREEMENT, LACFCD AGREEMENT No. 12385, and RWQCB Order No. R4-2016-0334.
- 3.2 The LACFCD shall perform all maintenance on the backflow preventer assembly, connection vaults, and other BARRIER improvements installed on the LACFCD's existing BARRIER infrastructure which are necessary for injecting Advanced Treated Recycled Water into the BARRIER. These activities, as well as any increase in injection well maintenance frequency, are considered increased



maintenance activities for the LACFCD, the reasonable costs of which shall be subject to reimbursement from the WRD pursuant to Article 2.5, above. LACFCD shall provide 90-days' written notice to WRD prior to commencing any such maintenance activities that will cost \$50,000 or more.

- 3.3 The LACFCD shall have the right to perform any and all operation, maintenance, and repair activities at the BARRIER that the LACFCD, in its sole and absolute discretion, may deem necessary.
- 3.4 The LACFCD may, in its sole discretion, establish and/or revise water quality requirements for Advanced Treated Recycled Water delivered to the BARRIER for the purpose of protecting the BARRIER. Such requirements shall not be directly contrary to, or inconsistent with, the water quality requirements set forth in RWQCB Order No. R4-2016-0034 or by other applicable laws or regulations. If the LACFCD establishes a new water quality standard or revises an existing water quality requirement, the LACFCD shall provide written notice to the WRD of the new or revised water quality requirement and of the date by which all Advanced Treated Recycled Water delivered to the BARRIER shall conform to the new or revised requirements. If the LACFCD, in its sole discretion, determines that the water quality requirements established by the LACFCD are not being met, the LACFCD may provide notice to the WRD to suspend the delivery of Advanced Treated Recycled Water to the BARRIER and WRD shall immediately suspend all such deliveries.
- 3.5 At the close of each fiscal year, the LACFCD will invoice the WRD for expenditures incurred for increased maintenance activities resulting from the use of Advanced Treated Recycled Water or the repair of any damages to the BARRIER primarily caused by the use of Advanced Treated Recycled Water as described in Article 2.5, above. If damages in any year exceed five hundred thousand dollars (\$500,000), the total will be paid over successive years at a maximum yearly payment of \$500,000 until the total amount has been recovered by LACFCD.
- 3.6 Upon receipt of written request, the LACFCD shall furnish available operational information to the WRD regarding injection well operations, imported water deliveries to BARRIER facilities, and well level information to gauge the impact of Advanced Treated Recycled Water injected into the BARRIER within fifteen (15) business days of the request.

#### ARTICLE 4: INDEMNIFICATION AND RELEASE

- 4.1 In addition to any other obligations to release, indemnify, defend, and save harmless contained elsewhere in this AGREEMENT, WRD (the INDEMNIFYING PARTY) shall release, indemnify, defend, and save harmless the LACFCD, including its Board, officers, special districts, supervisors, agents, employees, contractors, and consultants (collectively "INDEMNIFIED PARTIES"), from and

against all claims, damages (including, without limitation special and consequential damages), injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, judgments, suits, legal and administrative proceedings, interest, fines, or increases in fines, charges, penalties and expenses (including without limitation reasonable attorneys', engineers', consultants' and expert witness fees and costs incurred in defending against any of the foregoing or in enforcing this AGREEMENT) of any kind or of any nature whatsoever (collectively, "Claims"), paid, incurred, or suffered by any Indemnified Party or asserted against any Indemnified Party, directly or indirectly arising from or attributable to:

- (i) The Advanced Treated Recycled Water injected into the BARRIER pursuant to this AGREEMENT;
- (ii) The quality of the Advanced Treated Recycled Water injected into the BARRIER pursuant to this AGREEMENT;
- (iii) The design, construction, maintenance, and operation of a connection or facility used to provide Advanced Treated Recycled Water to the BARRIER pursuant to this AGREEMENT;
- (iv) Any condition in the injection wells or in the subsurface formation receiving injection water caused by the Advanced Treated Recycled Water injected into the BARRIER pursuant to this AGREEMENT or LACFCD INDEMNIFIED PARTIES's activities relating thereto, in whole or in part; and
- (v) Claims relating to any regulatory permit, including, without limitation, relating to any violation of RWQCB Order No. R4-2016-0034 or any other regulatory permit or the failure to obtain any regulatory permit related to the injection of Advanced Treated Recycled Water injected into the BARRIER pursuant to this AGREEMENT.

The foregoing is intended as a broad indemnity that includes, without limitation:

- 1 Claims relating to changes in water quality within the groundwater basin that arise as a result of the implementation of this AGREEMENT; and
- 2 Claims pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9607 et seq.) ("CERCLA"), and under Chapter 6.5 of Division 20 of the California Health and Safety Code (commencing with Section 25100) that arise as a result of the implementation of this AGREEMENT.

If the Claim is litigated, arbitrated, or mediated, and the trier of fact makes a finding regarding the proportional allocation of liability among the PARTIES to the AGREEMENT, the PARTIES agree to pay for the part of the Claim for which the trier of fact has found that PARTY proportionally liable subject to affirmation by any appeal procedure that may be pursued.

Notwithstanding any other provision of this AGREEMENT, if the injury in question is found to be caused by one or more of the Parties' willful misconduct, then only those Parties who perpetuated that willful misconduct will be responsible for paying the claim, and provided further that no party shall be obligated to release, indemnify, defend, or hold harmless any other party to the extent that any claim is caused by the breach of this AGREEMENT, negligence, or willful misconduct of that other party, or that other Party's Boards, officers, special districts, supervisors, directors, agents, employees, representatives, contractors, or consultants.

- 4.2 The WRD and LACFCD acknowledge and agree that the indemnification provisions set forth in Section C.6 of LACFCD AGREEMENT No. 12385 concerning claims by third persons arising out of the transportation to and injection of water into the Barrier also apply to the transportation and injection of Advanced Treated Recycled Water because said water constitutes "other suitable water" per Section A.2 of LACFCD AGREEMENT No. 12385; provided, however, that the indemnification provisions set forth in Section C.6 of LACFCD AGREEMENT No. 12385 do not apply to claims arising from the water quality of the Advanced Treated Recycled Water or from changes in the water quality of the groundwater basin resulting from the use of Advanced Treated Recycled Water, the quality of which was approved by the WRD.

#### ARTICLE 5: TERM OF AGREEMENT

- 5.1 This AGREEMENT shall take effect upon: (1) the execution of this AGREEMENT by both PARTIES and (2) the execution of the Memorandum of Understanding Concerning Dominguez Gap Barrier Project between LASAN, LADWP, WRD, and LACFCD referenced in Recital K, above, by all parties to that MOU, hereinafter referred to as the "Effective Date". Once executed, these two documents together shall supersede Agreement No. 10810 between the County of Los Angeles (acting on behalf of the LACFCD), LADWP, and WRD.
- 5.2 The term of this AGREEMENT shall be ten (10) years and may be extended one year at a time for a maximum of 5 additional years, with an entire term of the AGREEMENT not to exceed 15 years. Either Party may provide written notice to the other Party three (3) years before the Expiration Date ("Three-Year Expiration Notice") stating that the AGREEMENT will not be extended. If no Party provides the Three-Year Expiration Notice by the end of the seventh year after the Effective Date, then this AGREEMENT shall be extended by one (1) year without any further action by the Parties. Thereafter, the AGREEMENT shall be automatically extended by one (1) year so long as neither Party sends a Three-Year Expiration Notice to the other Party three (3) years prior to the one-year renewal date.

## ARTICLE 6: NECESSARY AUTHORIZATIONS

- 6.1 Each PARTY represents that it has the necessary legal authority to enter into this AGREEMENT, and that this AGREEMENT, when executed by duly authorized representatives of said PARTY, represents a valid, binding, and enforceable legal obligation of said PARTY. Each individual affixing a signature to this AGREEMENT represents and warrants that he or she has been duly authorized to execute this AGREEMENT on behalf of the PARTY he or she represents, and that by signing the AGREEMENT on behalf of the PARTY he or she represents, a valid, binding, and enforceable legal obligation of said PARTY has been created.

## ARTICLE 7: CAPTIONS

- 7.1 All titles and heading are provided for the purpose of reference and convenience and shall not affect the meaning of this AGREEMENT.

## ARTICLE 8: NOTICES

- 8.1 All notices shall be made in writing and may be given by personal delivery, by mail, or facsimile. Such notices sent by mail should be sent to the designated contact person for each PARTY and addressed as follows:

If to the WRD:  
Water Replenishment District of Southern California  
General Manager  
4040 Paramount Boulevard  
Lakewood, California, 90712

If to the LACFCD:  
County of Los Angeles Department of Public Works  
Assistant Deputy Director – Stormwater Engineering Division  
900 South Fremont Avenue, 2nd Floor  
Alhambra, California, 91803-1331

## ARTICLE 9: MODIFICATIONS

- 9.1 This AGREEMENT may be modified only by the mutual written amendment of all the PARTIES.

## ARTICLE 10: SUCCESSORS AND ASSIGNS

- 10.1 No PARTY hereto shall assign any rights or delegate any duties hereunder without prior written consent of the other PARTY. This AGREEMENT shall be binding on and inure to the benefit of the successors and permitted assigns of the PARTIES.

This AGREEMENT is intended by the PARTIES hereto as a final, complete, and exclusive expression of their agreement, and supersedes any and all other agreements, either oral or in writing between the PARTIES with respect to the subject matter of this AGREEMENT, and no other agreement, statement, or promise relating to the subject matter of the AGREEMENT which is not contained or referenced herein shall be valid and binding. Notwithstanding the foregoing, nothing in this AGREEMENT shall modify the terms and conditions of AGREEMENT NO. 12385.

#### ARTICLE 11: CHOICE OF LAW AND VENUE

11.1 This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of California. The PARTIES agree that the exclusive venue for any action or proceeding arising from this AGREEMENT shall be in the County of Los Angeles, State of California.

#### ARTICLE 12: NO THIRD-PARTY BENEFICIARY

12.1 This AGREEMENT is intended for the benefit of the named Parties herein and no other third-party beneficiaries are intended.

#### ARTICLE 13: DISPUTE RESOLUTION

13.1 Before commencing any action or proceeding arising from a claimed breach of, or default under, this AGREEMENT, (a) the PARTY claiming breach or default shall provide written notice to the other PARTY of said claim and allow for a reasonable period of time to cure the alleged default and (b) the PARTIES shall engage in a meet and confer process for 90 calendar days after the notice of claimed breach is provided to attempt in good faith to resolve the claimed breach of default.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives on \_\_\_\_\_ 2018.

COUNTY OF LOS ANGELES  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives on \_\_\_\_\_ 2018.

WATER REPLENISHMENT DISTRICT  
OF SOUTHERN CALIFORNIA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

President, Board of Directors  
Title

Secretary, Board of Directors  
Title

APPROVED AS TO FORM:

Alston & Bird LLP

By \_\_\_\_\_  
EDWARD J. CASEY  
Attorneys for the Water Replenishment  
District of Southern California

**MEMORANDUM OF UNDERSTANDING NO. WR-18-1007  
CONCERNING DOMINGUEZ GAP BARRIER PROJECT**

This Memorandum of Understanding (“MOU”) made and entered into by and between the City of Los Angeles Department of Public Works Bureau of Sanitation (hereinafter “LASAN”), City of Los Angeles Department of Water and Power (hereinafter “LADWP”), Los Angeles County Flood Control District, acting by and through the Los Angeles County Department of Public Works (hereinafter “LACFCD”) and the Water Replenishment District of Southern California (hereinafter “WRD”) (collectively, the “Parties”).

**I.**  
**RECITALS**

A. The Regional Water Quality Control Board, Los Angeles Region (“RWQCB”) on October 13, 2016, adopted Waste Discharge Requirements (“WDRs”) and Title 22 Water Recycling Requirements (“WRRs”) for the City of Los Angeles, Harbor Water Recycling Project – Dominguez Gap Barrier Project, Order No. R4-2016-0334. RWQCB Order No. R4-2016-0334 was issued to LASAN, LADWP, and the Los Angeles County Department of Public Works (collectively, the “Project Sponsors”). (For purposes of this MOU, the Harbor Water Recycling Project referenced in the preceding sentence shall be referred to herein as the “Water Recycling Project”.)

B. LASAN owns and operates the Terminal Island Water Reclamation Plant (“TIWRP”) and Advanced Water Purification Facility (“AWPF”). Advanced purified recycled water from TIWRP and AWPF is regulated under RWQCB Order No. R4-2016-0334 and can be used for injection to prevent seawater intrusion as part of the Water Recycling Project (“Advanced Recycled Water”). LASAN is responsible for producing Advanced Recycled Water in compliance with RWQCB Order No. R4-2016-0334.



C. LADWP is the owner and purveyor of the Advanced Recycled Water delivered for the Water Recycling Project. LADWP owns and operates a recycled water delivery system to convey water to the Dominguez Gap Barrier Project (“DGBP”) and is responsible for the proper operation and maintenance of the Harbor Recycling Project distribution facilities, including responsibility to deliver recycled water to the DGBP consistent with the requirements of RWQCB Order No. R4-2016-0334.

D. LACFCD owns, operates, and maintains the DGBP. LACFCD determines the appropriate injection amounts required to prevent the intrusion of seawater into the West Coast Groundwater Basin (“West Coast Basin”), and adjusts the flow to each injection well accordingly. LACFCD is responsible for ensuring that the wells and infrastructure are properly operated and maintained so that the Advanced Recycled Water is distributed to the DGBP as described in RWQCB Order No. R4-2016-0334.

E. LACFCD owns and maintains six observation wells at locations 23T7 (312D), 26JN (351F and 351G), and 27YC (879VV, 879WW, and 879XX), which are referenced in RWQCB Order No. R4-2016-0334.

F. WRD is responsible for groundwater management and replenishment for the Central Groundwater Basin and the West Coast Groundwater Basin pursuant to Water Code Section 60000 *et seq.* WRD purchases water for injection at the DGBP for the prevention of seawater intrusion pursuant to Agreement No. 12385 between the County of Los Angeles (acting on behalf of the LACFCD) and WRD. WRD owns and maintains ten of the groundwater monitoring wells at locations Wilmington 1 and Wilmington 2 (5 zones each), which are referenced in RWQCB Order No. R4-2016-0334.

G. WRD, although not a Project Sponsor under RWQCB Order No. R4 2016-0334, is willing to perform the services of sampling, monitoring, and reporting for those parameters

included in RWQCB Order No. R4-2016-0334, Monitoring and Reporting Program (CI-8654), Section III Monitoring Requirements, item 6. Groundwater Monitoring, and Section IV Reporting Requirements.

H. LASAN and LADWP entered into the “Memorandum of Agreement No. WR-12-1050 by and between the Los Angeles Departments of Water and Power and City of Los Angeles Public Works, Bureau of Sanitation for the ownership, operation and maintenance of the Advanced Water Purification Facility, the Tertiary Water Pump Station, and the Product Water Pump Station in addition to the production of recycled water at the Terminal Island Water Reclamation Plant,” which agreement remains in effect.

I. The County of Los Angeles (acting on behalf of the LACFCD), LADWP and WRD entered into the “Agreement No. 10810 between the City of Los Angeles Department of Water and Power, County of Los Angeles, and the Water Replenishment District of Southern California Regarding Reclaimed Water Service to the Dominguez Gap Barrier Project,” which is scheduled to expire December 31, 2018.

J. LADWP and WRD are discussing a new agreement by which LADWP would sell, and WRD would purchase, Advanced Recycled Water for delivery at the DGBP.

K. A new agreement between LACFCD and WRD regarding advanced treated recycled water service to the Dominguez Gap Barrier Project will be executed concurrently with this MOU. These two agreements, together with the agreement discussed in Recital J, are intended to replace the agreement discussed in Recital I.

L. The parties intend to address the issue of indemnification in proposed new and amendments to the existing agreements discussed in Recitals H through K, above.

M. To facilitate the delivery of Advanced Recycled Water to the DGBP and to satisfy the RWQCB permit described in Recital A, above, the Parties enter into this MOU in order to

continue the cooperation among the Parties and memorialize their respective commitments and responsibilities related to the provision of Advanced Recycled Water to the DGBP, including WRD's commitment to undertake the aforementioned groundwater monitoring and reporting function.

N. Nothing in these Recitals shall affect, limit or expand the Parties' respective substantive rights and obligations set forth in Section II of this MOU.

## **II.** **TERMS OF MOU**

**NOW, THEREFORE**, in consideration of the foregoing and of the benefits that will accrue to the Parties hereto in carrying out the terms of this MOU, it is understood and agreed by and between Parties as follows:

### **A. AGENCY RESPONSIBILITIES**

#### **1. Responsibilities of the LASAN**

LASAN owns and operates the Terminal Island Treatment Plant. LASAN produces and provides Advanced Recycled Water for distribution to LADWP's Water Recycling Project. The LASAN is responsible for the operation and maintenance of the TIWRP and AWPf, for the overall quality of the Advanced Recycled Water leaving the TIWRP and AWPf, administering the source control program for industrial and commercial entities that discharge to the TIWRP, and for demonstrating compliance with RWQCB permits required for the use of Advanced Recycled Water at DGBP. Specifically, the responsibilities of the LASAN shall be as follows:

a) LASAN shall be responsible for obtaining and maintaining an active permit from the RWQCB for the direct injection of Advanced Recycled Water, including RWQCB Order No. R4-2016-0334. The co-permittees shall be the LADWP and the Los Angeles County Department of Public Works acting on behalf of the LACFCD.

b) LASAN shall provide Advanced Recycled Water that meets water quality requirements specified in RWQCB Order No. R4-2016-0334 or any future RWQCB Order related to the injection of advanced recycled water at the DGBP, and shall comply with the criteria and requirements for full advanced treatment specified in 22 CCR §60320.201,

c) Subject to the provisions of the proposed new and amendments to the existing agreements discussed in Recitals H through J, above, LASAN shall be responsible for water quality monitoring necessary to demonstrate compliance with the water quality requirements specified in Section II(A)(1)(b).

d) LASAN will be responsible for submitting all required reports under RWQCB Order No. R4-2016-0334. LASAN shall provide drafts of all reports required under RWQCB Order No. R4-2106-0334 to the LADWP and the LACFCD for their review of said reports pertaining to the Water Recycling Project and DGBP operations, respectively, prior to submission to the RWQCB. Any failure by the LACFCD or LADWP to provide timely review relating to said reports shall not create an obligation for LASAN to delay reporting to the RWQCB per Order No. R4-2016-0334 or any future RWQCB Order.

e) LASAN shall furnish TIWRP/AWPF final and available data regarding the Advanced Recycled Water that is the subject of this MOU to the Parties fifteen (15) business days of receipt of formal request for water quality data.

f) LASAN shall be responsible for responding to any inquiries or requirements from agencies that issued any permit that includes LASAN as a signatory or permittee, including from the RWQCB, regarding the Advanced Recycled Water that is the subject of this MOU.

g) Upon becoming aware of any claim or notice of violation in connection with any permit relating to the Advanced Recycled Water that is the subject of this MOU, LASAN shall

provide as soon as reasonably practical to the Parties copies of any written correspondence or notice received from an agency.

h) LASAN shall assume responsibility for any violation of any permit concerning the Advanced Recycled Water, including payment of any penalties or fines that may occur as a result of failure to satisfy applicable reporting requirements or the delivery of Advanced Recycled Water that does not meet water quality requirements of any permit concerning the Advanced Recycled Water, including RWQCB Order No. R4-2016-0334.

i) The LASAN shall provide the permittees with copies of all notices or correspondence received from or sent to any agencies regarding any permit related to the use of Advanced Recycled Water at DGBP.

## **2. Responsibilities of the WRD**

WRD is the groundwater manager of the West Coast Basin. The WRD shall be responsible for the following:

a) Subject to the Parties' compliance with the terms and conditions set forth in RWQCB Order No. R4-2016-0334, WRD shall perform groundwater well sampling, laboratory analysis, and reporting of parameters as currently identified in RWQCB Order No. R4-2016-0334, Monitoring and Reporting program (CI-8654) Section III Monitoring Requirements, Item 6 Groundwater Monitoring and the associated portions of Section IV Reporting Requirements as pertains to the presence and movement of advanced treated water within the groundwater basin, and all such groundwater monitoring and reporting that may be required under any future RWQCB permit required to inject recycled water at the DGBP.

b) The WRD shall conduct groundwater monitoring studies as requested by the RWQCB, or other regulatory entity, for the specific purpose of adherence to RWQCB Order

No. R4-2016-0334 requirements or any future RWQCB permit required to inject recycled water at the DGBP.

c) The WRD agrees to maintain any and all improvements that it owns that are required to safely and effectively use Advanced Recycled Water for injection in the DGBP that are installed downstream of LADWP's infrastructure and upstream of LACFCD's infrastructure, and to provide certification of this maintenance upon request. These improvements may include, but are not limited to, backflow prevention assemblies, connection vaults, surge tanks and appurtenant equipment, and any air vacuum release valves as may be needed to mitigate surge conditions associated with the use of Advanced Recycled Water beyond those provided by LADWP and any treatment systems necessary to meet water quality standards established pursuant to Section II(A)(3)(f) below.

d) The WRD shall be responsible for water quality monitoring required to demonstrate compliance with the water quality standards established by LACFCD pursuant to Section II(A)(3)(f) below. The water quality data must be collected and analyzed at the monitoring frequency specified in LACFCD's water quality standards. WRD shall review the results at a frequency necessary to confirm and ensure compliance with the water quality standards established by LACFCD.

e) The WRD shall immediately notify the other Parties to this MOU upon determination that the Advanced Recycled Water does not meet the water quality standards established by LACFCD pursuant to Section II(A)(3)(f) below. No Advanced Recycled Water shall be delivered to the DGBP until such water quality requirements established and approved by the LACFCD are met.

f) WRD shall provide monthly water quality data collected pursuant to Section II(A)(2)(d) to LACFCD within twenty-one (21) calendar days following the end of the previous month.

**3. Responsibilities of the LACFCD**

The LACFCD owns and operates the DGBP to prevent seawater intrusion into the West Basin. The LACFCD shall be responsible for the following:

a) LACFCD shall be responsible to comply with only the following requirements and provisions of RWQCB Order No. R4-2016-0334 and similar requirements in any future RWQCB permit necessary to inject Advanced Recycled Water at the DGBP that directly pertain to DGBP facilities and the use of such recycled water therein:

- a. Section VIII, General Requirement 6, as relates to DGBP injection wells and associated facilities,
- b. Section VIII, General Requirement 7 as relates to the injection of advanced treated recycled water at DGBP facilities, and
- c. Section XV, Additional Provision 2. LACFCD shall provide the details related to the purpose, design, location, and construction of new DGBP injection wells to the LASAN for submittal to the RWQCB.

b) LACFCD shall determine the appropriate flowrate at each well at DGBP necessary to control the phenomenon of seawater intrusion, and make adjustments to each well as required.

c) LACFCD shall provide DGBP operational data to the LASAN for inclusion in compliance reports as required by RWQCB Order No. R4-2016-0334 and any successor RWQCB permit governing injection of Advanced Recycled Water to the DGBP. LACFCD shall also provide data related to DGBP facilities to LASAN for inclusion in responses to inquiries by the

RWQCB related to RWQCB Order No. R4-2016-0334 and any successor RWQCB permit governing injection of Advanced Recycled Water at the DGBP.

d) LACFCD shall provide final and available operational data to the LASAN upon written request within fifteen (15) business days.

e) The LACFCD shall have the right to perform any and all operation, maintenance, and repair activities that the LACFCD in its sole and absolute discretion, may deem necessary at the DGBP. Except in the case of an emergency or when other exigent circumstances do not so permit, the LACFCD shall notify the Parties of scheduled DGBP shutdowns as required for maintenance activities at least two weeks prior to said shutdown; and notify the Parties as soon as possible of unanticipated DGBP shutdowns and the LACFCD shall take all reasonable steps to minimize the interruption of the flow of recycled water to the DGBP.

f) The LACFCD may establish and/or revise additional water quality requirements for the Advanced Recycled Water for the purpose of protecting the DGBP so long as such requirements are not directly contrary to, or directly inconsistent with, the water quality requirements set forth in RWQCB Order No. R4-2016-0334 or by applicable law. LACFCD shall inform members of the Working Committee described in Section II(B), below, of the establishment and/or revision of additional water quality requirements prior to implementation. The LACFCD, at its sole discretion, has the right to suspend the delivery of Advanced Treated Recycled Water to the DGBP if LACFCD determines that the water quality requirements established by the LACFCD are not being met, or as may be required by any agency with jurisdiction over the DGBP or its permits.



#### **4. Responsibilities of the LADWP**

LADWP owns the water distribution system which conveys Advanced Recycled Water to customers including WRD. LADWP is responsible for permit compliance activities that relate to proper operation of this system and additional requirements specified below:

a) The LADWP agrees to provide Advanced Recycled Water at the point(s) of connection to the DGBP pipeline at a pressure not less than 60 pounds per square inch (psi), and not more than a pressure of 90 psi.

b) The LADWP agrees to maintain any and all necessary improvements required to safely and effectively use Advanced Recycled Water for injection in the DGBP that are installed on LADWP's infrastructure, and to provide certification of this maintenance upon request. These improvements include, but are not limited to, backflow prevention assemblies, imported water turnouts and associated pressure reducing and isolation valves, connection vaults, surge tanks and appurtenant equipment, and any air vacuum release valves as may be needed to mitigate surge conditions associated with the use of Advanced Recycled Water.

c) The LADWP shall cause real-time operational data from the AWP to be provided to the Parties concerning the Advanced Recycled Water delivered to the DGBP and furnish all necessary hardware to provide this information. Such operational data shall include, but not be limited to, flowrates, surge tank levels, and delivery pressures. LADWP may provide this data from new meters installed at connections to the Barrier when LADWP constructs a second connection to the Barrier.

d) The LADWP shall immediately suspend Advanced Recycled Water deliveries to the DGBP upon notification from WRD or from LACFCD that the Advanced Recycled Water does not meet the water quality requirements established by LACFCD pursuant to Section II(A)(3)(f).

e) The LADWP's changes in Advanced Recycled Water deliveries to the DGBP facilities shall be discussed by the Working Committee described in Section II(B), below.

**B. WORKING COMMITTEE**

1. The Parties shall establish a "Working Committee" appointed by the LADWP General Manager, WRD General Manager, LASAN Director and the Los Angeles County Department of Public Works, Stormwater Engineering Division, Assistant Deputy Director. The purpose of the Working Committee is to exchange information concerning the delivery of Advanced Recycled Water for injection at the DGBP and to resolve any problems that may arise. However, LACFCD shall retain sole authority over operations of the DGBP. The Working Committee may discuss, among other issues, water quality, water production, interagency communication, and coordination of field activities regarding the delivery of Advanced Recycled Water for injection in DGBP facilities.

2. The Working Committee shall meet at least once a year and more often as necessary to enhance the service of Advanced Recycled Water to the DGBP.

3. LACFCD shall inform members of the Working Committee of the establishment and/or revision of additional water quality requirements prior to implementation, and shall consider, in good faith, any comments or other input received from the Working Committee.

4. The Working Committee members shall be involved in the development of and revisions to the "Interagency Notification and Communications Plan" as identified in the document described in Section II(C)(4), below.

**C. INTERRUPTION OF DELIVERY OF ADVANCED TREATED RECYCLED WATER**

1. The LADWP, the LASAN or the LACFCD may immediately suspend the delivery of Advanced Recycled Water to the DGBP if any one of the Parties determines in good faith that a hazardous condition exists and urgent action is necessary to protect the health of persons, or protect the TIWRP/AWPF, the DGBP, or other LADWP customers' facilities from damage, or that an operational malfunction has occurred that will cause unacceptable flow, pressure or quality of Advanced Recycled Water. The Party responsible for the suspension shall notify the other Parties of the outage and use their best efforts to re-establish delivery of Advanced Recycled Water to the DGBP as soon as possible.

2. During periodic maintenance activities at the TIWRP/AWPF, the LADWP may decrease or temporarily suspend its delivery of Advanced Recycled Water to the DGBP. Advance notification of scheduled maintenance outages are to be provided to WRD and LACFCD. Notification details shall be addressed by the Working Committee.

3. During periodic maintenance activities at the DGBP, which include, but are not limited to, redevelopment of injection wells and pipeline repairs, delivery of Advanced Recycled Water may be interrupted. The LACFCD shall notify the other Parties of scheduled DGBP shutdowns as required for maintenance activities. When such periodic maintenance activities are performed, the LACFCD in cooperation with the LADWP will use its best effort to minimize the interruption of delivery. Notification details shall be addressed by the Working Committee.

4. The Parties shall adhere to the "Operating Protocol and Notification and Reporting Procedures for Violations," Attachment A-8 of the 2015 Amended Title 22 Engineering Report for the expansion of the AWPF, or any subsequent revision thereof.



2. For LASAN: Director  
City of Los Angeles, Bureau of Sanitation  
1149 South Broadway, 9<sup>th</sup> Floor  
Los Angeles, CA 90015  
Phone: (213) 485-2210
- with a copy to: Plant Manager  
Terminal Island Water Reclamation Plant  
445 Ferry Street  
San Pedro, CA 90731  
Phone: (310) 732-4705
3. For LADWP: Director  
Water Engineering & Technical Services Division  
Los Angeles Department of Water and Power  
111 North Hope Street, Room 1336  
Los Angeles, California 90012
4. For LACFCD: Assistant Deputy Director  
Stormwater Engineering Division  
County of Los Angeles Department of Public Works  
900 South Fremont Avenue, 2<sup>nd</sup> Floor  
Alhambra, CA 91803-1331

**F. ADDITIONAL PROVISIONS**

1) Termination. The Parties shall have the right to terminate this MOU only in the event of a material default by any party of its obligations under this MOU. Prior to terminating the MOU, the Party claiming a default shall provide written notice to the other Parties of its claim (which shall include a specific description of the default and the Party responsible for the default), and the Party identified in the written notice as being responsible for the default shall have sixty (60) calendar days to cure the alleged default. The Parties shall work in good faith with respect to resolving any claim of default.

2) Existing Permit Requirements. Nothing in this MOU is intended to alter, contradict or diminish the Project Sponsors' responsibilities as described in RWQCB Order No. R4-2016-0334.

3) Modifications. This MOU may be modified only by a writing signed by the Parties hereto.

4) Choice of Law and Venue. This MOU shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from this MOU shall be in the County of Los Angeles, State of California.

5) Scope of Agreement. This MOU supersedes any prior verbal promises and agreement concerning the subject matter of this MOU. Further, nothing in this MOU shall modify the terms and conditions of Agreement No. 12385 between the County of Los Angeles (acting on behalf of the LACFCD) and WRD.

6) Successors and Assigns. No Party hereto shall assign any rights or delegate any duties hereunder without the prior written consent of all other Parties. This MOU shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties.

7) Authority. Each person signing this MOU represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

8) No Reliance On Others. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party, or any officer, director, agent, attorney or employee thereof, and each Party signing this document warrants and represents that this document is made and entered into without reliance upon any statements or representations of any other person, or in reliance upon any statements or representations made by any officers, directors, agents, attorneys or employees.

9) Comprehension of Terms. Each Party executing this document warrants and represents that he, she or it has read this document in full, fully understands each and every provision hereof, and agrees to be bound by all of the terms and provisions set forth herein.

IN WITNESS WHEREOF, the PARTIES hereto subscribe the same in duplicate on the day and year written below.

CITY OF LOS ANGELES, BUREAU OF SANITATION

\_\_\_\_\_  
ENRIQUE C. ZALDIVAR  
Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorneys for City of Los Angeles,  
Bureau of Sanitation

\_\_\_\_\_  
Date

IN WITNESS WHEREOF, the PARTIES hereto subscribe the same in duplicate on the day and year written below.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS

By: \_\_\_\_\_  
David H. Wright  
General Manager

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

And: \_\_\_\_\_  
BARBARA E. MOSCHOS  
Secretary



IN WITNESS WHEREOF, the PARTIES hereto subscribe the same in duplicate on the day and year written below.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
President, Board of Directors  
Title

\_\_\_\_\_  
Secretary, Board of Directors  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

Alston & Bird LLP

By \_\_\_\_\_  
EDWARD J. CASEY  
Attorneys for the Water Replenishment  
District of Southern California

IN WITNESS WHEREOF, the PARTIES hereto subscribe the same in duplicate on the day and year written below.

LOS ANGELES COUNTY  
FLOOD CONTROL DISTRICT,  
a body corporate and politic

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

By: \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_