

MARK PESTRELLA, Director

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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> IN REPLY PLEASE REFER TO FILE

July 15, 2025

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

Dear Supervisors:

WATER RESOURCES CORE SERVICE AREA LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU APPROVAL OF TWO MEMORANDUMS OF UNDERSTANDING FOR THE DROUGHT RESILIENCY WATER CONSERVATION PROJECT (SUPERVISORIAL DISTRICTS 2 AND 3) (3 VOTES)

SUBJECT

Public Works is seeking Board approval to authorize the Los Angeles County Waterworks District No. 29, Malibu to execute two agreements for implementation of the Drought Resiliency Water Conservation Project, (1) a Memorandum of Understanding with Las Virgenes Municipal Water District and West Basin Municipal Water District and (2) a Memorandum of Understanding with West Basin Municipal Water District.

IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU:

1. Find that the proposed actions are not a project under the California Environmental Quality Act for the reasons stated in this Board letter and the record.

2. Approve the (1) Memorandum of Understanding with the Los Angeles County Waterworks District No. 29, Malibu; Las Virgenes Municipal Water District; and the West Basin Municipal Water District; and the (2) Memorandum of Understanding between the Los Angeles County Waterworks District No. 29, Malibu; and the West Basin Municipal Water District regarding the Drought Resiliency Water Conservation Project.

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3. Delegate authority to the Director of Public Works or his designee to negotiate, execute, amend, and carry out the terms of each Memorandum of Understanding, subject to approval as to form by County Counsel.

4. Delegate authority to the Director of Public Works or his designee to negotiate, execute, and amend any additional agreements or contracts, subject to approval as to form by County Counsel, and take any other actions consistent with, and/or necessary for the implementation of the Drought Resiliency Water Conservation Project.

5. Delegate authority to the Director of Public Works or his designee to accept the pass through of Department of Water Resources Integrated Regional Water Management Proposition 1, Round 2 Grant Funds to be routed from the Los Angeles County Flood Control District (Grantee) to the Local Project Sponsor (Las Virgenes Municipal Water District) then to the Los Angeles County Waterworks District No. 29, Malibu, as reimbursement for eligible expenses related to the Drought Resiliency Water Conservation Project. The amount for reimbursement is not to exceed \$126,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to seek approval and execution of the two enclosed Memorandums of Understanding (MOU) to support the Drought Resiliency Water Conservation Project (DRWC Project). This includes a (1) three-way MOU between Los Angeles County Waterworks District No. 29, Malibu (Waterworks District 29), Las Virgenes Municipal Water District (Las Virgenes), and West Basin Municipal Water District (West Basin) for project implementation; (2) a two-way MOU between Waterworks District 29 and West Basin for grant application fee reimbursement; and (3) acceptance of Proposition 1, Round 2, grant funds via Las Virgenes. Additionally, authority would be delegated to the Director of Public Works or his designee to negotiate, execute, and amend agreements, accept grant funds, and facilitate project implementation.

The DRWC Project is partially funded by Proposition 1, Round 2 grant funds under the California Department of Water Resources (DWR) Integrated Regional Water Management (IRWM) Grant Program.

The intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water.

The DWR released Proposition 1, Round 2 Proposal Solicitation Package and Guidelines on May 17, 2022. The Los Angeles County Flood Control District on behalf of the Greater Los Angeles County IRWM Region submitted its application on February 1, 2023, for \$20.34 million to partially fund 17 Greater Los Angeles County IRWM projects. On May 17, 2023, DWR awarded \$20.34 million in implementation grant funding to the Los Angeles County Flood Control District. Each IRWM project included in the application addresses climate change and contributes to regional water self-reliance. The Drought Resiliency Water Conservation Program is a project under DWR's Proposition 1, Round 2 agreement.

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Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2, Foster Vibrant and Resilient Communities, Focus Area Goal D, Sustainability, Strategy iii, Natural Resources, by conserving water to help maintain groundwater, rivers, lakes, and reservoirs to ensure long-term availability of water for communities, and helps maintain soil health by preventing over irrigation.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The total cost of the DRWC Project is estimated to be \$1,332,376 with the Waterworks District 29's share being \$120,000 for turf removal rebates in Waterworks District 29; \$3,000 of in-kind administrative hours; \$10,000 of in-kind marketing, graphic design, or promotional work; \$37,500 in water audit resources through the Waterworks District 29's vendor to this project; \$5,670 in grant administration; and \$1,575 for the grant application fee for a total of \$177,745. Funding is included in the Waterworks District 29's General Fund (N32 - Services and Supplies) Fiscal Year 2025-26 Budget. Waterworks District 29 will be reimbursed a total of \$126,000 from Proposition 1, Round 2 Grant Funds, of which \$36,000 is for the purchase of the smart sprinkler controllers and \$90,000 is for the installation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DRWC Project will promote and expand water conservation efforts within Waterworks District 29 through individualized assistance. Waterworks District 29 will incentivize a rebate for removal of turf and installation of a drought-tolerant landscape. Additionally, Waterworks District 29 will hire a consultant to purchase and install smart sprinkler controller(s).

The MOUs establishes the responsibilities for administration and cost-sharing for the DRWC Project. The three-way MOU provides for Las Virgenes to act as Local Project Sponsor and for Las Virgenes, West Basin, and Waterworks District 29 to share the costs not covered by Proposition 1, Round 2 Grant. The MOUs will be substantially similar to the enclosed draft MOUs and will be approved as to form by County Counsel prior to execution by the Director of Public Works or his designee.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act because they are activities that are excluded from the definition of a project by Section 21065 of the California Public Resources Code and Section 15378(b)(5) of the California Environmental Quality Act Guidelines. The proposed actions are an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects.

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CONCLUSION

Please return an adopted copy of this Board letter to Public Works, Waterworks Division.

Respectfully submitted,

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MARK PESTRELLA, PE Director

MP:CH:jc

Enclosures

c: Chief Executive Office (Chia-Ann Yen) County Counsel Executive Office, Board of Supervisors

MEMORANDUM OF UNDERSTANDING BETWEEN THE LAS VIRGENES MUNICIPAL WATER DISTRICT, WEST BASIN MUNICIPAL WATER DISTRICT, AND LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU REGARDING THE ADMINISTRATION AND COST SHARING FOR THE DROUGHT RESILIENCY WATER CONSERVATION PROJECT FUNDED BY A PROPOSITION 1 INTEGRATED REGIONAL WATER MANAGEMENT GRANT

This Memorandum of Understanding (MOU) is made and entered into as of the date of the last Party's signature set forth below between the LAS VIRGENES MUNICIPAL WATER DISTRICT (LVMWD), and PARTICIPATING AGENCIES, West Basin Municipal Water District (WEST BASIN) and Los Angeles County Waterworks District No. 29, Malibu (WATERWORKS). Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

<u>WITNESSETH</u>

WHEREAS, in November 2014, the voters of California approved the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Prop 1), California Water Code (CWC) Division 26.7); and

WHEREAS, Proposition 1 authorized the Legislature to appropriate five hundred and ten million Dollars (\$510,000,000.00) for Integrated Regional Water Management (hereinafter referred to as "IRWM") projects (ecosystem, watershed protection and restoration, water supply infrastructure, surface and groundwater storage, and drinking water protection); and

WHEREAS, the intent of the IRWM concept is to encourage integrated regional strategies for the management of water resources and to provide funding through competitive grants for projects that protect communities from drought, improve water reliability, protect and improve water quality, and improve local water security by reducing dependence on imported water; and

WHEREAS, the California Department of Water Resources (hereinafter referred to as "DWR") issued the IRWM Implementation Grant Proposal Solicitation Package in May 2022 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 1, Round 2 grants under the IRWM Grant Program; and

WHEREAS, the Greater Los Angeles County Region's IRWM Group, which includes the PARTIES, designated Los Angeles County Flood Control District ("LACFCD") as the regional entity to apply for grant funds on behalf of all proposed projects for the Region, through the IRWM process; and

WHEREAS, the implementation grant proposal for the Region included the PARTIES joint project called, the **Drought Resiliency Water Conservation Program** (hereinafter referred to as "DRWCP"); and

WHEREAS, DWR has indicated that it will award an implementation grant through Proposition 1, of up to Twenty Million, Three Hundred and Thirty-Five Thousand Dollars (\$20,335,000.00) to the LACFCD on behalf of the Region's Local Project Sponsors (hereinafter referred to as "LPS"); and

WHEREAS, the DRWCP has a total project cost of \$1,332,376 including \$630,000 of DWR grant funding and \$702,376 in matching funds from the PARTIES; and

WHEREAS, the PARTIES have agreed to the responsibilities listed in this Agreement and the costs, reimbursements, and in-kind contributions detailed in the Budget in Exhibit A, in order to achieve greater water conservation and water efficiency in the project area as described in the grant agreement with DWR and incorporated herein by reference; and

WHEREAS, the LVMWD agreed to be the LPS and assumes all responsibilities and liabilities for the DRWCP under a MOU with LACFCD. LVMWD will act as the entity that ensures invoices and required grant information, including reports, notices, and notifications are submitted to LACFCD and provides any documentation and information requested or required under the MOU between LACFCD and LVMWD or Grant Agreement 4600015405 with respect to the implementation of the DRWCP; and

WHEREAS, the PARTIES confirm the authority of LVMWD as the LPS to enter into the MOU between LACFCD and LVMWD on their behalf, and PARTIES agree to defend, indemnify and hold harmless LACFCD to the same extent the LPS provides to LACFCD as outlined in the MOU. Further, each PARTY participating in the DRWCP commits to the fulfillment of their respective obligations with respect to the DRWCP and Grant Agreement 4600015405; and

WHEREAS, the Parties have worked collaboratively to develop and agree upon the project Scope of Work and each PARTY'S task responsibilities.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES agree as follows:

- (1) Recitals: The recitals set forth above are fully incorporated as part of this MOU.
- (2) Purpose: The purpose of this MOU is to cooperatively fund and implement the DRWCP.
- (3) Voluntary: This MOU is voluntarily entered into for the purpose of funding and implementing the DRWCP.
- (4) Term: This MOU shall become effective on the last date of execution by a PARTY and shall remain in effect until:
 - a. DWR's agreement with the LACFCD expires; or

- b. When the PARTIES have each completed all responsibilities listed in this MOU and any amendments thereto; or
- c. When the water savings goals have been achieved.

For valuable consideration, the receipt of which is hereby acknowledged, IT IS MUTUALLY AGREED BY LVMWD AND PARTIES THAT:

1. LVMWD shall act as the LPS for the Proposition 1, Round 2 Drought Resiliency Water Conservation Program, and shall, as an eligible recipient, enter into a sub-grant agreement (this MOU) with the PARTIES to implement the program and to oversee the Project Manager responsible for grant administration for this program.

2. PARTIES shall pay or cause to be paid and provide all required grant matching funds or in-kind matching services, as set forth in Exhibit A and B of this Grant Agreement.

3. LVMWD shall reimburse grant funds to PARTIES for work on DRWCP activities completed in compliance with the terms of the grant agreement, but only upon receipt of grant funds for that work from LACFCD, which will receive such funds from the State. It may take up to 12 months or potentially longer for the State to issue grant funds to LACFCD and from LACFCD to LVMWD after each request for reimbursement. LVMWD does not guarantee or warrant that it will reimburse PARTY until monies for approved reimbursement requests have been transmitted by the State to LACFCD and by LACFCD to LVMWD assumes no liability to any PARTY for any delays by the State in approval or transmittal of grant monies to LACFCD or for any delays by LACFCD in transmittal of grant monies to LVMWD. LVMWD will mail reimbursements to PARTIES within forty-five (45) calendar days upon receipt of grant funds from LACFCD.

4. LVMWD shall provide its share of its contribution and each PARTY agrees to provide its respective contribution to the DRWCP, as set forth in Exhibit A. LVMWD and each PARTY agree to jointly prepare quarterly reports and quarterly grant invoices in a timely manner as outlined in Grant Agreement 4600015405 under Sections 8 and 14, respectively.

5. Notwithstanding Paragraph 3, if a PARTY withdraws its participation in the DRWCP because funds are not available or become unavailable, the PARTY must notify LVMWD of its withdrawal in writing at least 30 days prior to the beginning of the applicable fiscal year. If a PARTY withdraws its participation in the Program pursuant to this subsection, additional costs will only be assessed to LVMWD or the remaining PARTIES if LVMWD or PARTIES request to issue more rebate dollars than is indicated in Exhibit A.

6. LVMWD shall submit invoices and reports in a timely manner to meet accounting, reporting, and other requirements outlined in Grant Agreement 4600015405. Each

PARTY shall submit invoices, data, and reports to the LPS in a timely manner to meet the Grant Agreement requirements.

7. All PARTIES agree to pay its respective portion to LACFCD for grant administrative costs, management, and project oversight efforts with respect to the IRWM, as outlined in the Memorandum of Understanding between LACFCD and LVMWD, under Section (2), Paragraph 8. These costs represent up to four and a half percent (4.5%), or not to exceed \$28,350.00, from the LPS's awarded grant amount of \$630,000. Respective administrative costs for each PARTY are outlined in Exhibit A of this Grant Agreement. The total program cost for each PARTY is based on the percentage of grant funds that are earmarked for reimbursement to each respective PARTY.

8. All PARTIES agree that the initial budget for the DRWCP including administrative fees and grant application fees is \$1,332,376. This budget may be adjusted in accordance with Grant Agreement 4600015405.

9. Upon completion of construction or performance of the DRWCP or termination of this MOU, LVMWD shall disburse to PARTIES any remaining sums of money in the account approved by the State for payment to PARTIES which have not already been disbursed by LVMWD to PARTIES.

- (5) The LVMWD shall provide the services and performance as follows:
 - a. Act as the LPS, or lead agency, and enter into an agreement with LACFCD to receive funding through the IRWM process.
 - b. LVMWD staff is designated as the Program Manager per the MOU with LACFCD for the overall project and is responsible for complying with all terms, provisions and commitments contained in Grant Agreement 4600015405.
 - c. Ensure the Project Manager submits invoices and other required information, including reports, notices, and notifications to LACFCD.
 - d. Ensure that any documentation or information requested or required under this Agreement or the MOU between LACFCD and LVMWD is provided with respect to the implementation of the DRWCP.
 - e. Receive and distribute reimbursements received from DWR/LACFCD to the PARTIES. LVMWD will seek reimbursements on behalf of the PARTIES for reimbursable amounts outlined in Exhibit A.
 - f. Track \$10,000 of in-kind administrative hours and provide such information to the Program Manager in a format specified by LACFCD for reporting.
 - g. LVMWD will provide a total of \$270,746 of in-kind cost-share value. Of this amount, \$142,146 of in-kind cost-share will be provided by LVMWD, and the

remaining amount of \$128,600 will also be provided by LVMWD, through its Member Agency Administered Program (MAAP) funding agreement with the Metropolitan Water District (MWD). LVMWD will track and submit customer participation activity reports for both LVMWD and MWD and provide copies of its contractor invoices for their in-kind cost-share contribution.

- h. As part of the in-kind cost-share, LVMWD will utilize \$2 per square foot (ft2) from MWD's SoCalWaterSmart Turf Replacement Rebate Program for 50,000 ft2, for a total of \$100,000. LVMWD will provide turf removal customer activity for its service area only and include it as part of the required grant reporting.
- i. The Proposition 1 Grant will provide LVMWD with a grant reimbursement of \$123,800, as shown in Exhibit A.
- j. Approve and provide program direction, including oversight of the Project Manager.
- k. Sign a confidentiality and/or non-disclosure agreement with WATERWORKS in a form satisfactory to WATERWORKS in order to obtain customer water use data that will be used internally only by designated project staff, including contract employees or consultants in accordance with the California Public Records Act (CPRA). LVMWD agrees that such customer water use data shall be used solely for program purposes and shall be returned or destroyed (at WATERWORKS' election) at the end of the program, termination of this MOU or withdrawal by WATERWORKS from this MOU, whichever is earlier. Additionally, in the event of a CPRA request for any WATERWORKS customer water use data then in LVMWD's possession, LVMWD shall promptly notify WATERWORKS and vigorously assert all available exemptions under the CPRA. Without limiting the foregoing, LVMWD shall in no event disclose any WATERWORKS customer use data in response to a CPRA request or otherwise, without first notifying WATERWORKS and giving WATERWORKS and opportunity to obtain a protective order, injunctive relief or other appropriate remedy under the law; and
- 1. Communicate with the PARTIES, including the Project Manager.
- (6) WEST BASIN shall provide the services and performance as follows:
 - a. Track \$3,000 of in-kind administrative hours conducted by WEST BASIN and provide such information to the Program Manager in a format specified for reporting.
 - b. West Basin, in coordination with the PARTIES, will be responsible for developing and issuing the Request for Proposals (RFP) to hire the Project Manager (P.M.). West Basin will hire the P.M. through a competitive bid process and provide oversight and management. As part of this project, the P.M. will also provide grant

reporting coordination and assistance. The PARTIES will receive requests for reports, invoices, and back-up materials from the P.M. to fully execute all applicable tasks and deliverables defined in Grant Agreement 4600015405.

- c. West Basin will provide an in-kind cost-share of \$253,884. Of this amount, \$93,584 will be provided by West Basin and \$160,300 will be provided by the MWD, through West Basin's agreement with MWD. West Basin will provide the participation data for both West Basin's and MWD's cost-shares.
- d. The Proposition 1 Grant will provide West Basin with a reimbursement of \$380,200, as outlined in Exhibit A.
- e. Sign a confidentiality and/or non-disclosure agreement with WATERWORKS in a form satisfactory to WATERWORKS in order to obtain customer water use data that will be used internally only by designated project staff, including contract employees or consultants in accordance with the California Public Records Act (CPRA). West Basin agrees that such customer water use data shall be used solely for program purposes and shall be returned or destroyed (at WATERWORKS' election) at the end of the program, termination of this MOU or withdrawal by WATERWORKS from this MOU, whichever is earlier. Additionally, in the event of a CPRA request for any WATERWORKS customer water use data then in West Basin's possession, West Basin shall promptly notify WATERWORKS and vigorously assert all available exemptions under the CPRA. Without limiting the foregoing, West Basin shall in no event disclose any WATERWORKS customer use data in response to a CPRA request or otherwise, without first notifying WATERWORKS and giving WATERWORKS and opportunity to obtain a protective order, injunctive relief or other appropriate remedy under the law; and
- f. Communicate with the PARTIES, Program Manager, and Implementation Consultant.
- (7) WATERWORKS shall provide the services and performance as follows:
 - a. Track and report on \$3,000 of in-kind administrative hours conducted by WATERWORKS and provide such information to the Project Manager in a format specified for the grant reporting.
 - b. As part of this project, WATERWORKS will provide a total cost share of \$177, 745 and hire a licensed contractor to purchase and install 300 qualifying smart sprinkler controllers in Malibu and Topanga. The smart sprinkler controller(s) chosen for this project will be on MWD's approved list of smart controllers. WATERWORKS will be reimbursed by the grant and by West Basin for the controllers. The grant will reimburse WATERWORKS \$36,000 for 300 sprinkler controllers (\$120 per controller) and \$90,000 for the installation of the 300

controllers (\$300 per installation). West Basin currently receives funding from MWD through MAAP and will request \$80 per controller or **\$24,000**. West Basin's/MWD's \$80 per controller will be added to the grant's \$120 per controller. Therefore, WATERWORKS will be reimbursed \$200 per controller purchased, with \$120 per controller from the grant, and \$80 from West Basin. WATERWORKS will also be reimbursed \$300 per controller installation from the grant; therefore, WATERWORKS will be reimbursed a total of \$500 per every controller purchased and installed, totaling **\$150,000** for 300 controllers.

- c. Through MWD and West Basin, WATERWORKS will provide a turf removal rebate cost-share of \$2 per square foot of grass removal for 60,000 ft2 of converted grass to eligible drought tolerant landscaping, for a total amount of **\$120,000**. West Basin will request that MWD provides the Waterworks \$2 ft2 rebate through MWD's regional rebate program for a total not-to-exceed amount of \$120,000. For the areas of the City of Malibu and the L.A. Unincorporated County area of Topanga, MWD will provide a rebate of \$2 per ft2, plus West Basin's rebate of \$1 per ft2, and the Waterworks' rebate of \$2 per ft2, for a total of \$5 per ft2. West Basin will invoice Waterworks for reimbursement of any customer activity from the City of Malibu and Topanga. West Basin will provide a quarterly customer participation database to the Project Manager for the quarterly and final grant reporting.
- d. Track and provide \$10,000 of in-kind marketing, graphic design, or promotional work. For this project, WATERWORKS will utilize its current marketing and outreach resources as an in-kind contribution. It will provide invoices and back-up materials to the Project Manager showing the work conducted to promote the project in Malibu and Topanga.
- e. Track and provide \$37,500 in residential landscape survey resources through WATERWOKS's vendor to this project. WATERWORKS will utilize its current landscape survey program to provide those benefits to this project. It will provide the Project Manager with invoices and reports that it has paid its vendor and show these costs as an in-kind contribution to the project.
- f. On the condition that WEST BASIN complies with Section 6(e) above, provide customer water use data to WEST BASIN for Implementation Coordinator to target and inform potential priority participants with above average water consumption, and to the Program Manager for the Program Performance Monitoring Plan.
- g. Sign a confidentiality and/or non-disclosure agreement with WEST BASIN in a form satisfactory to WATERWORKS in order to share water use data in accordance with the California Public Records Act and in accordance with Section 6(e) above.
- h. Communicate with the PARTIES, Program Manager, and LACFCD.

(8) THE PARTIES FURTHER AGREE:

- a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOU by providing information about project opportunities, reviewing deliverables, and informing their respective administrators, agency heads, and/or governing bodies of matters associated with this MOU in a timely manner.
- b. To require consultants retained pursuant to this MOU, including the Project Manager, to agree to indemnify, defend, and hold harmless each PARTY, its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert fees), arising from or connected with the consultants' performance of its agreement with the relevant PARTY. In addition, each PARTY shall require the consultants to carry, maintain, and keep in full force and effect an insurance policy or policies, and each PARTY, its officers, employees, attorneys, and designated volunteers shall be named as additional insured on the policy(ies) with respect to liabilities arising out of the consultants' work.
- c. Each PARTY to the extent permitted by law, shall fully indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, damages, investigations, arbitrations, lawsuits, and expenses (including attorney and expert witness fees), arising from or connected with the respective acts of each PARTY arising out of any acts or omissions from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct. This agreement to indemnify, hold harmless, and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the PARTIES or its agents, employees, contractors, or other persons acting on PARTY'S behalf would be held strictly liable. This section shall survive the term or termination of this MOU.
- d. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each PARTY indemnifies, defends, and holds harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

- e. The PARTIES are, and shall at all times remain as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOU. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.
- f. Any notices, bills, invoices, or reports relating to this MOU, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit D.
- g. This MOU shall be binding upon and shall be to the benefit of the respective successors, heirs, and assigns of each PARTY; provided, however, neither PARTY may assign its respective rights or obligations under this MOU without the prior written consent of the other PARTIES.
- h. This MOU is governed by, interpreted under, and construed, and enforced in accordance with the laws of the State of California.
- i. If any provision of this MOU shall be determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of this MOU shall not be affected, and this MOU shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOU.
- j. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language. Any ambiguities shall be resolved in a collaborative manner by the PARTIES and shall be rectified by amending this MOU as described in paragraph 8.0.
- k. Each of the persons signing below on behalf of a PARTY represents and warrants that he or she is authorized to sign this MOU on behalf of such PARTY.
- 1. Each PARTY shall have no financial obligation to the other PARTIES of this MOU, except as herein expressly provided.
- m. The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES.
- n. Early Termination or Withdrawal
 - 1. This MOU may be terminated upon the express written agreement of all PARTIES. If this MOU is terminated, all PARTIES must agree on the equitable redistribution or termination of remaining tasks of the DRWCP subject to approval of the LACFCD and DWR. Completed work shall be owned by all PARTIES. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work.

- 2. A PARTY may withdraw from this MOU upon 60 days written notice to the other PARTIES, subject to any outstanding reimbursements from DWR and LACFCD for work completed prior to the date of its notice of withdrawal. The effective withdrawal date shall be the sixtieth (60th) day after LVMWD receives the withdrawing PARTY's notice to withdraw from this MOU. LVMWD shall refund to the withdrawing PARTY any reimbursed funds to the PARTY only upon receipt from LACFCD for tasks invoiced prior to the effective withdrawal date. All PARTIES understand, acknowledge, and agree that withdrawal from this MOU will terminate any responsibility, liability, or obligation of the withdrawing PARTY under this MOU commencing on the effective withdrawal date and that the withdrawing PARTY shall remain liable for its share of any loss, debt, or liability incurred prior to the withdrawal date, and for any work which could not be suspended. Work completed prior to the effective withdrawal date shall be owned by all PARTIES. Rights to the remaining work will be held by the PARTY or PARTIES who fund the completion of such work. Withdrawal from this MOU does not release any PARTY from the obligations set forth in the MS4 Permit. Upon withdrawal, the remaining parties may renegotiate the terms of this MOU and responsibilities of the remaining parties or may agree to terminate this MOU.
- 3. A PARTY shall forfeit its rights to work completed through this MOU if that PARTY fails to comply with any of the terms or conditions of this MOU, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

LAS VIRGENES MUNICIPAL WATER DISTRICT

By

David W. Pedersen, LVMWD General Manager

Date

APPROVED AS TO FORM:

Keith Lemieux Legal Counsel

By

Gary Burns Secretary of the Board Date

LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU

Ву	
Mark Pestrella	Date
Director, Department of Public Works	
APPROVED AS TO FORM:	
DAWYN R. HARRISON	
County Counsel	
Der	
By Tiffani Shin	Date
Senior Deputy	Date
Senior Deputy	

WEST BASIN MUNICIPAL WATER DISTRICT

Dy

E.J. Caldwell General Manager Date

APPROVED AS TO FORM:

Joseph Byrne West Basin Legal Counsel

By

Joseph Byrne Legal Counsel Date

EXHIBIT A

Drought Resiliency Water Conservation Project Budget and Cost Sharing

									Combined
		Cost	Share			Grant Reim	bursement		Total
	LVMWD /	WBMWD /							
Project Components:	MWD	MWD	LACWW	Sub-Total	LVMWD	WBMWD	LACWW	Sub-Total	TOTAL
Grant Application Costs	\$ 1,575	\$ 1,575	\$ 1,575	\$ 4,726					\$ 4,726
In-Kind Project Staff Time	\$ 10,000	\$ 3,000	\$ 3,000	\$ 16,000					\$ 16,000
Grant Administration, Management,									
and Project Oversight Fees (LACFCD)	\$ 5,571	\$ 17,109	\$ 5,670	\$ 28,350					\$ 28,350
Project Manager									
Grant Administration and Reporting						\$ 60,000		\$ 60,000	\$ 60,000
Marketing			\$ 10,000	\$ 10,000		\$ 40,000		\$ 40,000	\$ 50,000
Outreach						\$ 54,600		\$ 54,600	\$ 54,600
Landscape Design / Cistern									
Consultation / HOA Assistance						\$ 150,000		\$ 150,000	\$ 150,000
Measures:									
Residential Water Audits	\$ 125,000		\$ 37,500	\$ 162,500					\$ 162,500
Smart Controllers	\$ 8,000	\$ 24,000		\$ 32,000	\$ 12,000		\$ 36,000	\$ 48,000	\$ 80,000
Smart Controller Installation					\$ 30,000		\$ 90,000	\$ 120,000	\$ 120,000
Flow Monitoring Meters	\$ 10,000	\$ 3,500		\$ 13,500	\$ 10,000	\$ 3,500		\$ 13,500	\$ 27,000
Flow Monitoring Meter Installation					\$ 20,000	\$ 7,000		\$ 27,000	\$ 27,000
Garden Kit in a Box (Native and									
Succulents)					\$ 15,000	\$ 7,500		\$ 22,500	\$ 22,500
Drip Irrigation Kit Box					\$ 15,000	\$ 7,500		\$ 22,500	\$ 22,500
Firescaping Instructor (in-person									
and/or virtual)	\$ 6,400	\$ 12,800		\$ 19,200					\$ 19,200
Grass Replacement Rebate	\$ 100,000	\$ 180,000	\$ 120,000	\$ 400,000					\$ 400,000
Rain Barrels	\$ 3,500	\$ 10,500		\$ 14,000	\$ 6,500	\$ 19,500		\$ 26,000	\$ 40,000
Cisterns	\$ 700	\$ 1,400		\$ 2,100	\$ 9,300	\$ 18,600		\$ 27,900	\$ 30,000
Cistern Installation					\$ 4,000	\$ 8,000		\$ 12,000	\$ 12,000
Cistern Pumps and Concrete Pad					\$ 2,000	\$ 4,000		\$ 6,000	\$ 6,000
TOTAL	\$ 270,746	\$ 253,884	\$ 177,745	\$ 702,376	\$ 123,800	\$ 380,200	\$ 126,000	\$ 630,000	\$ 1,332,376

EXHIBIT B

Measures: pplication Cost ne (In-Kind) dministration, Management, ject Oversight Fees (LACFCD) Manager nt Admnistration and orting keting reach dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation onitoring Meters onitoring Meter Installation	Virgenes Service Area	Malibu 50 100 200 25	Topanga	Total Units	9 \$ \$ \$ \$ \$		\$ \$ \$ \$ \$ \$ \$	16, 28, 60, 50, 54, 150,
pplication Cost ne (In-Kind) dministration, Management, ject Oversight Fees (LACFCD) Manager nt Admnistration and orting keting reach dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation onitoring Meters	200 500 100	50 100 200 200	50 50 100	300	\$ \$ \$ \$	60,000 50,000 54,600 500	\$ \$ \$ \$ \$ \$ \$	4, 16, 28, 60, 50, 54, 150,
ne (In-Kind) dministration, Management, ject Oversight Fees (LACFCD) Manager Int Admnistration and orting keting reach dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation onitoring Meters	500 100 100	100 200 200	50 100	650	\$ \$ \$ \$	50,000 54,600 500	\$ \$ \$ \$ \$ \$ \$	50, 54, 150,
dministration, Management, ject Oversight Fees (LACFCD) Manager Int Admnistration and orting keting reach dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation onitoring Meters	500 100 100	100 200 200	50 100	650	\$ \$ \$ \$	50,000 54,600 500	\$ \$ \$ \$ \$	28, 60, 50, 54, 150,
ject Oversight Fees (LACFCD) Manager Int Admnistration and orting keting reach dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation onitoring Meters	500 100 100	100 200 200	50 100	650	\$ \$ \$ \$	50,000 54,600 500	\$ \$ \$	60, 50, 54, 150,
Manager Manager Admnistration and orting keting reach dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation onitoring Meters	500 100 100	100 200 200	50 100	650	\$ \$ \$ \$	50,000 54,600 500	\$ \$ \$	60, 50, 54, 150,
nt Admnistration and orting keting reach dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation onitoring Meters	500 100 100	100 200 200	50 100	650	\$ \$ \$ \$	50,000 54,600 500	\$ \$ \$	50, 54, 150,
orting keting reach dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontrollers ontroller Installation onitoring Meters	500 100 100	100 200 200	50 100	650	\$ \$ \$ \$	50,000 54,600 500	\$ \$ \$	50, 54, 150,
keting reach dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation ponitoring Meters	500 100 100	100 200 200	50 100	650	\$ \$ \$ \$	50,000 54,600 500	\$ \$ \$	50, 54, 150,
reach dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation politoring Meters	500 100 100	100 200 200	50 100	650	\$ \$ \$	54,600	\$ \$	54, 150,
dscape Design / Cistern sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation politoring Meters	500 100 100	100 200 200	50 100	650	\$ \$	500	Ş	150,
sultation / HOA Assistance tial Water Audits ontrollers ontroller Installation onitoring Meters	500 100 100	100 200 200	50 100	650	\$		· ·	
tial Water Audits ontrollers ontroller Installation onitoring Meters	500 100 100	100 200 200	50 100	650	\$		· ·	150,
tial Water Audits ontrollers ontroller Installation onitoring Meters	100 100	200 200	100			250	¢	
ontroller Installation onitoring Meters	100	200		400			ų 🤪	162,
onitoring Meters			100		\$	200	_	80,
-	100	25	100	400	\$	300	\$	120,
nitoring Meter Installation		25	10	135	\$	200	\$	27,
	100	25	10	135	\$	200	\$	27,
Kit in a Box (Native and								
nts)	300	100	50	450	\$	50	\$	22,
igation Kit Box	300	100	50	450	\$	50	\$	22,
virtual)	4	4	4	12	s	1,600	s	19,
	50000			50,000	\$	2		100,
-		50000	10000	60,000		5		300,
rrels	100	200	100			100	\$	
	2	2	2	6			\$	
	2	2	2			2,000	\$	
	2	2	2	6	\$	1,000	\$	6,
							\$	1,332
	ping Instructor (in-person virtual) eplacement Rebate rrels s Installation Pumps and Concrete Pad	ping Instructor (in-person virtual) 4 eplacement Rebate 50000 rrels 100 s 2 Installation 2	ping Instructor (in-person virtual) 4 4 eplacement Rebate 50000 rrels 100 200 s 2 2 Installation 2 2	Instructor (in-person virtual) 4 4 4 eplacement Rebate 50000 10000 rrels 100 200 100 s 2 2 2 Installation 2 2 2	Ding Instructor (in-person virtual) 4 4 4 12 eplacement Rebate 50000 50,000 50,000 60,000 10000 60,000 400 60,000 400 60,000 <td< td=""><td>Ding Instructor (in-person virtual) 4 4 4 12 \$ eplacement Rebate 50000 50,000 \$ 50,000 \$ rrels 100 200 1000 60,000 \$ s 2 2 6 \$ Installation 2 2 2 6 \$</td><td>Ding Instructor (in-person virtual) 4 4 4 12 \$ 1,600 eplacement Rebate 50000 50,000 \$ 2 50000 10000 60,000 \$ 5 rrels 100 200 100 400 \$ 100 s 2 2 2 6 \$ 5,000 Installation 2 2 2 6 \$ 2,000</td><td>Joing Instructor (in-person virtual) 4 4 4 4 12 \$ 1,600 \$ eplacement Rebate 50000 50,000 \$ 2 \$ 50000 10000 60,000 \$ 5 \$ rrels 100 200 100 400 \$ 100 \$ s 2 2 2 6 \$ 5,000 \$ s 2 2 2 6 \$ 2,000 \$ Installation 2 2 2 6 \$ 1,000 \$ Pumps and Concrete Pad 2 2 2 6 \$ 1,000 \$</td></td<>	Ding Instructor (in-person virtual) 4 4 4 12 \$ eplacement Rebate 50000 50,000 \$ 50,000 \$ rrels 100 200 1000 60,000 \$ s 2 2 6 \$ Installation 2 2 2 6 \$	Ding Instructor (in-person virtual) 4 4 4 12 \$ 1,600 eplacement Rebate 50000 50,000 \$ 2 50000 10000 60,000 \$ 5 rrels 100 200 100 400 \$ 100 s 2 2 2 6 \$ 5,000 Installation 2 2 2 6 \$ 2,000	Joing Instructor (in-person virtual) 4 4 4 4 12 \$ 1,600 \$ eplacement Rebate 50000 50,000 \$ 2 \$ 50000 10000 60,000 \$ 5 \$ rrels 100 200 100 400 \$ 100 \$ s 2 2 2 6 \$ 5,000 \$ s 2 2 2 6 \$ 2,000 \$ Installation 2 2 2 6 \$ 1,000 \$ Pumps and Concrete Pad 2 2 2 6 \$ 1,000 \$

EXHIBIT C

MOU Roles and Responsibilities:

Las Virgenes

- Grant Reimbursement
 - o \$12,000 for 100 smart controllers x \$120 each controller
 - \$30,000 for 100 smart controller installations
 - \$10,000 100 flow monitoring meters
 - \$20,000 100 flow monitoring installations
 - \$15,000 300 garden in a box
 - \$15,000 300 drip irrigation in a box
 - \$6,500 100 rain barrels
 - \$9,300 2 cisterns
 - \$4,000 2 cistern installations
 - \$2,000 2 cistern pumps, concrete pad
 - Total Reimbursement = \$123,800
- In-Kind Cost-Share
 - \$1575.22 Prop 1 Round 2 Application Fee (paid via separate MOU)
 - o \$10,000 Staff Time
 - \$5,571 Grant Administration, Management and Oversight Fees (LACFCD)
 - \$125,000 Water Audits (LVMWD Funding)
 - \$8,000 Smart timers (MWD \$80 x 100 timers through MAA)
 - \$10,000 Flow meters (MWD \$100 x 100 meters MAA)
 - \$6,400 Firescaping Instructor (MWD 4 classes x \$1,600 each MAA)
 - \$100,000 Grass Replacement (Provide MWD's \$2 ft2 x 50,000 ft2)
 - \$3,500 Rain Barrels (MWD \$35 x 100 barrels MAA)
 - \$700 Cisterns (MWD \$350 x 2 cisterns MAA)
 - Total Cost-Share \$270,746.22

West Basin Municipal Water District

- Grant Reimbursement
 - Project Manager
 - \$60,000 Grant Administration and Reporting
 - \$40,000 Marketing
 - \$54,600 Outreach
 - \$150,000 Landscape Designs, HOA Assistance and Cistern Consultations
 - Total = \$314,600
 - Devices
 - \$3,500 Flow Monitoring Meters
 - \$7,000 Flow Monitoring Meter installations
 - \$7,500 Garden Kit in a Box
 - \$7,500 Drip Irrigation Kit in a Box
 - \$19,500 Rain Barrels
 - \$18,600 Cisterns

- \$8,000 Cistern Installations
- \$4,000 Cistern pumps, concrete pad
- Total = \$75,600
- Total Reimbursement to West Basin = \$380,200
- In-Kind Cost-Share
 - \$1575.22 Prop 1 Round 2 Application Fee (paid via separate MOU)
 - \$3,000 Staff Time
 - \$17,109 Grant Administration, Management and Oversight Fees (LACFCD)
 - \$3,500 Flow Monitoring Meters (MWD \$100 Incentive) -MAA
 - \$12,800 Firescaping Instructor (MWD Funding) MAA
 - \$180,000 Grass Replacement Rebate (\$60,000 West Basin Cash / \$120,000 MWD Rebate Program)
 - \$10,500 Rain Barrels (MWD \$35 x 300 rain barrels) MAA
 - \$1,400 Cisterns (MWD \$350 x 4 cisterns) MAA
 - \$24,000 Smart Timers (\$80 x 300 timers) MAA
 - Total Cost-Share = \$253,884.22

Los Angeles County Waterworks District #29

- Grant Reimbursement
 - \$36,000 for 300 smart irrigation controllers (\$120 per controller x 300 controllers)
 - \$90,000 for 300 smart controller installations (\$300 per controller x 300 controller installations)
 - Total Reimbursement to LACWD #29 = \$126,000
- In-Kind Cost-Share
 - \$1575.22 Prop 1 Round 2 Application Fee (paid via separate MOU)
 - \$3,000 Staff Time
 - \$5,670 Grant Administration, Management and Oversight Fees (LACFCD)
 - \$120,000 Grass Replacement Rebated (\$120,000 LACWD #29 Cash)
 - \$10,000 Marketing (use current outreach vendor invoices for Malibu/Topanga)
 - \$37,500 Residential Water Audits (use invoices from Waterwise for Malibu/Topanga)
 - Total Cost-Share = \$177,745.22

EXHIBIT D

Drought Resiliency Water Conservation Project Responsible Agency Representatives

1. Las Virgenes Municipal Water District Engineering and External Affairs Department 4232 Las Virgenes Road

Calabasas, CA 91302

Craig A. Jones, Resource Conservation Manager E-mail: <u>cjones@lvmwd.com</u> Phone: (818) 251-2131, Cell: (805) 320-0527

2. West Basin Municipal Water District

Water Policy & Resources Development Department 17140 S. Avalon Blvd. Carson, CA 91792

Gus Meza, Senior Water Policy & Resources Analyst E-mail: <u>gusm@westbasin.org</u> Phone: (310) 660-6209, Cell: (213) 500-6658

3. Los Angeles County Waterworks District No. 29, Malibu 1000 South Fremont Avenue

Alhambra, CA 91903

Terri Alex, Management Specialist 1 E-mail: <u>talex@dpw.lacounty.gov</u> Phone: (626) 300-4688

MEMORANDUM OF UNDERSTANDING BETWEEN WEST BASIN MUNICIPAL WATER DEPARTMENT AND LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 29, MALIBU REGARDING THE PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT GRANT PROGRAM

This Memorandum of Understanding (MOU) is made and entered into between West Basin Municipal Water Department (WEST BASIN), a special district, and Los Angeles County Waterworks District No. 29, Malibu ("Waterworks"), a body corporate and politic. Collectively, these entities shall be known herein as "PARTIES" or individually as "PARTY."

RECITALS

WHEREAS the Greater Los Angeles County (GLAC) Integrated Regional Water Management (IRWM) Region is seeking grant funding through the Department of Water Resources' (DWR) Proposition 1 Round 2 Integrated Regional Water Management Implementation (IRWM) Grant Program; and

WHEREAS, the Los Angeles County Flood Control District (DISTRICT) has retained the services of WEST BASIN to hire a consultant to prepare the GLAC IRWM Region's DWR Proposition 1 Round 2 IRWM Grant Program application (APPLICATION) on behalf of the GLAC IRWM Region; and

WHEREAS, the WEST BASIN has retained the services of Woodard and Curran (CONSULTANT) to prepare the APPLICATION on behalf of the GLAC IRWM Region; and

WHEREAS Waterworks is a member of the GLAC IRWM Region and desires to have its Drought Resiliency Landscape Conservation Project (PROJECT) included in the APPLICATION; and

WHEREAS, Waterworks and the other members of the GLAC IRWM Region that wish to have their projects included in the APPLICATION (collectively, APPLICANTS) have agreed to share in the cost of hiring the CONSULTANT to prepare the APPLICATION (CONSULTANT COST) by reimbursing the WEST BASIN through this MOU, which will be executed separately between the WEST BASIN and each project applicant (APPLICANT). Each APPLICANT'S share of the CONSULTANT COST is calculated according to the formula set forth in Exhibit A and Exhibit B, incorporated herein by reference; and

WHEREAS the total cost of the CONSULTANT's services is estimated to be \$115,536.00 for 17 projects. Of this amount, \$5,313.88 represents the proportional estimated cost for each project based on the 17 projects to be included in the APPLICATION. Cost per APPLICANT is contingent on the final number of projects HOA.104557766.1

included in the APPLICATION. APPLICATION cost per project is expected not to exceed \$5,400.00;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOU, the PARTIES hereby agree as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this MOU.

Section 2. Purpose: The purpose of this MOU is to reimburse WEST BASIN for the cost of retaining the CONSULTANT to prepare the APPLICATION.

Section 3. Cooperation: The PARTIES shall fully cooperate with one another to attain the purpose of this MOU.

Section 4. Term: This MOU shall become effective on the latest date of execution by a PARTY and shall remain in effect until CONSULTANT has been paid in full for its preparation of the APPLICATION, and WEST BASIN has received payment from the Waterworks 29 for its proportionate share of the CONSULTANT COST as provided in this MOU.

Section 5. WEST BASIN Agrees:

- a. To invoice Waterworks up to \$5,331.00. This amount represents Waterworks proportionate share of the CONSULTANT COST, as estimated in the CONSULTANT proposal set forth in Exhibit A.
 - b. To contract with CONSULTANT and to be responsible for coordinating the activities of CONSULTANT. WEST BASIN agrees to use the funds received from Waterworks only for the preparation and submission of the APPLICATION.
 - c. To provide an accounting at the termination of the MOU or cancellation thereof and to return to Waterworks its proportional share of the unused portion of all funds deposited with the WEST BASIN, if any, in accordance with the cost allocation formula set forth in Exhibit A.
 - d. To notify Waterworks in writing if the CONSULTANT'S actual total cost of preparing the APPLICATION will exceed the cost estimate set forth above and obtain written approval of the increase from Waterworks. Upon written approval of the increased costs by Waterworks, WEST BASIN will invoice Waterworks for Waterworks' proportionate share of the increased costs according to the cost allocation formula set forth in Exhibit A and Exhibit B.

Section 6: Waterworks Agrees:

- a. To pay the WEST BASIN the amount invoiced pursuant to Section 5 within 45 days from receipt of the invoice.
- b. To cooperate in good faith with WEST BASIN and CONSULTANT in the preparation of the APPLICATION.

Section 7: Indemnification

- a. To the fullest extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special departments, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOU; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.
- b. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of such Code), each of the PARTIES hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of such Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each PARTY agrees to indemnify, defend, and hold harmless each other PARTY for any liability, cost, or expense that may be imposed upon such other PARTY solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

Section 8. General Provisions

a. <u>Relationship of Parties.</u> The PARTIES are and shall remain at all times as to each other, wholly independent entities. No PARTY to this MOU shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary by this MOU. No official, employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an official, agent, employee or officer of another PARTY. Each PARTY shall have no financial obligation to the other PARTIES of this MOU, except as herein expressly provided.

- b. <u>Binding Effect.</u> This MOU shall be binding upon and inure to the benefit of each PARTY to this MOU and its respective heirs, administrators, representatives, successors and assigns.
- c. <u>Amendment.</u> The terms and provisions of this MOU may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES who have not terminated their interests herein or whose involvement has not terminated by reason of non-payment or default.
- d. <u>Waiver.</u> Waiver by any PARTY to this MOU of any term, condition, or covenant of this MOU shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to any breach of the provisions of this MOU shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOU.
- e. <u>Law to Govern; Venue.</u> This MOU shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial courts shall lie exclusively in the County of Los Angeles.
- f. <u>No Presumption in Drafting.</u> The PARTIES to this MOU agree that the general rule that an MOU is to be interpreted against the PARTY drafting it, or the PARTY causing it to be prepared, shall not apply.
- g. <u>Interpretation</u>. All PARTIES have been represented by counsel in the preparation and negotiation of this MOU. Accordingly, this MOU shall be construed according to its fair language.
- h. <u>Entire MOU.</u> This MOU constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.
- i. <u>Severability.</u> If any term, provision, condition or covenant of this MOU is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and this MOU shall be read and constructed without the invalid, void, or unenforceable provision(s).

<u>Counterparts</u>. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

WEST BASIN MUNICIPAL WATER DISTRICT

Ву		
Edward J. Caldwell, General Manager		Date
APPROVED AS TO FORM:		
Ву		
Joseph Byrne, Legal Counsel		Date
LOS ANGELES COUNTY WATERWORKS DIST	TRICT NO. 29, MAL	IBU
By:	Date:	
Mark Pestrella		
Director, Public Works		
APPROVED AS TO FORM:		
DAWYN R. HARRISON		
County Counsel		
Ву:	Date:	
Tiffani L. Shin,		

Senior Deputy

Exhibit A

APPLICATION share of the CONSULTANT COST per Applicant is calculated according to the formula below:

Task	Cost	Projects	Cost/Applicant
1.1 – General Proposal			
Preparation Requirements for			
17 Projects	\$3,756.00	17	\$220.94
2.1 – Draft, Draft Final, and			
Application Package per			
Project	\$5,040.00	1	\$5,040.00
3.1 – Final Application &			
Submission for 17 Projects	\$900.00	17	\$52.94
Total Cost Per A	\$5,313.88		

Final cost per applicant may need to be recalculated in the event the number of projects to be included in the APPLICATION increases or decreases for the current total of 17 projects.