SPECIAL MEETING OF THE WATER RESOURCES COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BOULEVARD, LAKEWOOD, CALIFORNIA 90712
10:00 A.M., TUESDAY, MAY 12, 2015
AGENDA

EACH ITEM ON THE AGENDA, NO MATTER HOW DESCRIBED, SHALL BE DEEMED TO INCLUDE ANY APPROPRIATE
MOTION, WHETHER TO ADOPT A MINUTE MOTION, RESOLUTION, PAYMENT OF ANY BILL, APPROVAL OF ANY
MATTER OR ACTION, OR ANY OTHER ACTION. ITEMS LISTED AS "FOR INFORMATION" MAY ALSO BE THE SUBJECT
OF ANY "ACTION" TAKEN BY THE BOARD OR A COMMITTEE AT THE SAME MEETING.

1. DETERMINATION OF A QUORUM
2. PUBLIC COMMENT
3. MINUTES OF THE MEETINGS OF MARCH 12, 2015, APRIL 7, 2015 AND APRIL
   9, 2015
   Staff Recommendation: Approve the minutes as submitted.
4. GROUNDWATER BASIN UPDATE
   Staff Recommendation: For information.
5. GROUNDWATER BASINS MASTER PLAN UPDATE
   Staff Recommendation: For information.
6. DROUGHT UPDATE
   Staff Recommendation: For information.
7. REPLENISHMENT WATER UPDATE
   Staff Recommendation: For information.
8. MEMORANDUM OF UNDERSTANDING (MOU) WITH LA COUNTY FLOOD
   CONTROL DISTRICT (LACFCD) FOR PROPOSITION 84 2014 DROUGHT
   GRANT SOLICITATION
   Staff Recommendation: Approve the attached MOU between WRD and LACFCD
to administer the grant funding with DWR for Prop 84 2014 IRWM Drought Grant
Solicitation grant on behalf of WRD.
9. DIRECTORS REPORTS, INQUIRIES, AND FOLLOW-UP OF DIRECTIONS TO
   STAFF
10. ADJOURNMENT

The Water Resources Committee will adjourn to its next regular meeting currently
scheduled for Thursday, June 11, 2015 at 11:00 a.m.

Agenda posted by Deputy Secretary Abbie Andom on May 9, 2015.
In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the Board meeting, please contact Chief Financial Officer Scott Ota at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712.

Agendas and minutes are available at the District's website.

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the Chief Financial Officer before the District's final action on a matter will become a part of the administrative record.
MINUTES OF MARCH 12, 2015
MEETING OF THE WATER RESOURCES COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A meeting of the Water Resources Committee of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, March 12, 2015 at 11:29 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Director Rob Katherman called the meeting to order and presided thereafter. Administrative Specialist Sheryll Moffat recorded the minutes.

1. DETERMINATION OF A QUORUM
Attendees at the meeting were as follows:
   Committee: Directors Rob Katherman and John D. S. Allen
   Staff: Ken Ortega, Ted Johnson, Everett Ferguson, Jim McDavid
   Public: David Gonzales, Pico Water District

2. PUBLIC COMMENT
None.

3. A. MINUTES OF THE MEETING OF JANUARY 8, 2015
   The minutes were approved as submitted.

B. GROUNDWATER BASIN UPDATE
   Senior Hydrogeologist Everett Ferguson provided an update on the groundwater conditions in the Central and West Coast Basins. Mr. Ferguson highlighted the following:
   • Precipitation – there has been 7.45 inches of rainfall since the start of the Water Year on October 1, 2014. Normal for this time of year is 11.36 inches so the District is 34% below normal. He said that even though there has been some rain in February the entire state is in a severe to exceptional drought with no rain in the forecast.
   • Groundwater levels - groundwater levels in Central Basin Key Well 1601T decreased about 1 foot in February; West Coast Basin Key Well Carson #1 decreased 0.9 foot this past month.
   • Montebello Forebay Spreading Grounds – about 18,383 acre-feet of recycled water was recharged for the first four months of the Water Year. Through the end of January 12,889 acre-feet of stormwater was captured and spread by the County.
   • Replenishment water update – Delivery of WRD’s February 2014 order of 60,000 acre feet of imported replenishment water have been delayed due to drought. Nearly 2,900 acre-feet have been released from MWD connection CENB-48.
   • Pumping – 53,430 acre feet was pumped compared to 53,777 acre-
- feet the previous year, a decrease of 347 acre-feet or 0.6%. Central Basin pumping was 2.8% higher than previous year and West Coast Basin pumping was down (-14.4%) from previous year.
- In-Lieu Replenishment – In December 2014, Long Beach commenced their 10,000 acre feet in-lieu replenishment water program which will be completed by April 30, 2015.

C. GROUNDWATER BASINS MASTER PLAN UPDATE
Assistant General Manager Ken Ortega said that staff is pushing forward with plans to release the Groundwater Basin Master Plan and Programmatic Environmental Impact Report for release for public review before the end of this month. This will coincide with the release of the draft recirculated Environmental Impact Report for the GRIP project.

D. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP) UPDATE
Senior Engineer Jim McDavid provided an update on the Groundwater Reliability Improvement Program (GRIP) project. Mr. McDavid highlighted the three major issues:
- We are moving forward with the recirculated EIR and hope to publish the Notice of Availability (NOA) the week of March 23rd which starts the 45 day period for public review and distribution of the draft EIR to all affected agencies.
- Procurement of owner’s engineer/owner’s agent to provide assistance with the final design and construction of the GRIP AWTF. A RFP has been issued to all consultants on the WRD’s list of qualified firms as well as the District’s website. Proposals are due tomorrow. Staff will review the proposals and bring the results of the evaluation along with a recommendation to the GRIP Ad Hoc committee in early April.
- Staff issued an RFP to all consultants on the WRD’s list of qualified firms as well as the District’s website for construction management services for the construction of the turn out structures. Three proposals were received and staff is currently reviewing those proposals. The results of the evaluation will be brought back to the GRIP Ad Hoc committee and then to the Board for final award.

4. DIRECTORS REPORTS, INQUIRIES, AND FOLLOW-UP OF DIRECTIONS TO STAFF
Director Katherman said that he and Director Allen will be meeting with the Army Corps of Engineers next week regarding expediting the permit for the turnout structures.
Director Allen inquired about the USGS computer model survey in the Engineering Survey Report that was done 12 years ago. Chief Hydrogeologist
Ted Johnson said that staff is currently working on updating it and it will be done in 2016.

5. **ADJOURNMENT**
Staff asked that the committee meet the first Monday of the month for their next meeting so they will meet on Monday, April 6, 2015 at 12:05 p.m.

With no further business for the Committee, the meeting was adjourned at 12:05 p.m.

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Chair

**ATTEST:**

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Member
MINUTES OF APRIL 7, 2015
SPECIAL JOINT MEETING OF THE WATER RESOURCES/GROUNDWATER QUALITY COMMITTEES
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A special joint meeting of the Water Resources/Groundwater Quality Committees of the Board of Directors of the Water Replenishment District of Southern California was convened on April 7, 2015 at 10:30 a.m., at the District Office, 4040 Paramount Boulevard, California 90712. Chairperson Rob Katherman called the meeting to order and presided thereover. Administrative Specialist Sheryll Moffat recorded the minutes.

1. DETERMINATION OF A QUORUM
   Committee: Directors Katherman and Allen
   Staff: Robb Whitaker, Ken Ortega, Ted Johnson, Jason Weeks, Paul Fu, Jim McDavid

2. PUBLIC COMMENT
   None.

   The minutes were approved as submitted.

B. GROUNDWATER BASIN UPDATE
   Chief Hydrogeologist Ted Johnson gave the following report:
   • Precipitation – there has been 7.93 inches of rainfall since the start of the Water Year on October 1, 2014. Normal for this time of year is 11.5 inches so the District is 41% below normal.
   • Groundwater levels - groundwater levels in Central Basin Key Well 1601T increased about 1.4 feet in March; West Coast Basin Key Well Carson #1 increased 0.9 foot this past month.
   • Montebello Forebay Spreading Grounds – about 22,156 acre-feet of recycled water was recharged for the first five months of the Water Year. Through the end of February 14,444 acre-feet of stormwater was captured and spread by the County.
   • Replenishment water update – Delivery of WRD’s February 2014 order of 60,000 acre feet of imported replenishment water have been delayed due to drought. Nearly 9,122 acre-feet have been released from MWD connection CENB-48.
   • Pumping – 68,676 acre feet was pumped compared to 73,681 acre-feet the previous year, a decrease of 5,005 acre-feet or (-6.8%). Central Basin pumping was 2,692 acre-feet lower than the previous year and the West Coast Basin was down 2,313 acre-feet from the previous year (-16.2%).
In-Lieu Replenishment – In December 2014, Long Beach commenced their 10,000 acre feet in-lieu replenishment water program and plans are underway to extend it by an additional 3,000 acre-feet.

C. GROUNDWATER BASINS MASTER PLAN UPDATE
Manager of Water Resources Jason Weeks said that CH2M Hill has the revised final draft of the Groundwater Basins Master Plan nearly ready. He said that he will ensure that the revised final draft is in sync with the Environmental Impact Report. He said that the Master Plan will help staff in identifying projects and enable us to partner with other agencies in the short term to identify opportunities to use local resources within the District’s service area. In addition, the District will be positioned more favorably for grant funding when the PEIR and the Master Plan are in place.

D. GROUNDWATER RELIABILITY IMPROVEMENT PROGRAM (GRIP)
Senior Water Resources Engineer Jim McDavid said that GRIP has two major efforts moving forward at this time: the construction of new turn out structures at the SGRSG and the GRIP advanced water treatment facility. As previously reported staff has issued a Request for Proposals, for construction management for the turn out structures. Staff reviewed the proposals and made a recommendation for selection of a consultant to provide construction management services throughout the construction process. Staff will bring the consultant selection to the April 16th Board meeting for approval.

He said that staff has also issued an RFP for the selection of an Owners Engineer / Owner’s Agent (OE/OA) to assist the District with assembling the procurement documents and the selection of the design-build consultant. The OE/OA will also assist with other ancillary design, construction, and permitting efforts associated with the GRIP advanced water treatment facility. Two RFPs were received and interviews with the two firms were conducted last week. Staff is conducting negotiations with the firm determined to be most qualified and a recommendation will be brought to the Ad Hoc GRIP Committee this week. Should the Ad Hoc committee agree with the recommendation this item will be brought to the April 16th Board meeting for the award of the contract.

E. FIVE YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2015-16 THROUGH 2019-20 UPDATE
This item was deferred to the special meeting on April 9th, 2015.

F. CONTRACT AMENDMENT FOR SEPARATION PROCESSES FOR SUPPORTING THE VANDER LANES FACILITY OPERATIONS
Upon a motion duly made by Director Katherman, seconded by Director Allen it was

RESOLVED: That the Board approve the contract amendment with Separation Processes, Inc. for additional support services on the Leo J. Vander Lans Facility, subject to approval of form by District Counsel with an additional not-to-exceed amount of $50,000 and to extend the contract expiration date to June 30, 2016.

4. DIRECTORS’ REPORTS, INQUIRIES, AND FOLLOW UP OF DIRECTIONS TO STAFF
   The committee asked that staff do a briefing workshop on the Master Plan and Director Katherman also directed staff to forward the slide presentation to both directors.
   The committee will hold a special meeting on Thursday, April 9, 2015 at 10:30 a.m.

5. ADJOURNMENT
   There being no further business to come before the Committee, the meeting was adjourned at 11:35 a.m.

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Chair

ATTEST:

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Member
MINUTES OF APRIL 9, 2015
SPECIAL MEETING OF THE WATER RESOURCES COMMITTEE
OF THE BOARD OF DIRECTORS
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

A special meeting of the Water Resources Committee of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, April 9, 2015 at 10:37 a.m., at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. Director Rob Katherman called the meeting to order and presided thereafter. Administrative Specialist Sheryll Moffat recorded the minutes.

1. DETERMINATION OF A QUORUM
Attendees at the meeting were as follows:
Committee: Directors Rob Katherman and John D. S. Allen
Staff: Ken Ortega, Everett Ferguson, Esther Rojas

2. PUBLIC COMMENT
None.

3. FIVE YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2015-16 THROUGH 2019-2020 UPDATE
Assistant General Manager Ken Ortega told the committee that the CIP is a budget planning document and this first draft has already been reviewed by the Ad Hoc GRIP Committee and the Finance/Audit Committee. He said that it will be taken to a meeting of the Technical Advisory Committee (TAC) next Tuesday, April 14, 2015.

Mr. Ortega reviewed the projects individually and discussed any outstanding funding or technical aspects for each item. The committee felt that their need is to focus on the priority of the projects and then schedule the funding. They made several editorial adjustments to the spreadsheet and suggested combining some of the inter-related projects for ease of reviewing.

Mr. Ortega said that the appropriate adjustments will be made to the spreadsheet and then he will return to the committee for further review and discussion.

4. DIRECTORS REPORTS, INQUIRIES, AND FOLLOW-UP OF DIRECTIONS TO STAFF
None.
5. **ADJOURNMENT**
With no further business for the Committee, the meeting was adjourned at 11:45 a.m.

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Chair

ATTEST:

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Member
MEMORANDUM

ITEM NO. 4

DATE: MAY 12, 2015
TO: WATER RESOURCES COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: GROUNDWATER BASIN UPDATE

SUMMARY
Staff monitors groundwater conditions in its service area throughout the year. A summary of the latest information is presented below.

Precipitation
The WRD precipitation index reports that as of April 21, 2015, there has been 8.09 inches of rainfall since the start of the Water Year on October 1, 2014. Normal for this time of year is 14.64 inches, so the District is 45% below normal. Over 90% of the State continues to be under severe to exceptional drought conditions as reported by the U.S. Drought Monitor (as of April 21, 2015).

Groundwater Levels
Groundwater levels in key monitoring wells are shown in the hydrographs below. Central Basin Key Well 1601T is between the two spreading grounds and rises rapidly with rainfall and replenishment but falls sharply during dry spells and lack of replenishment. Groundwater levels in the well increased 2.3 feet in April. West Coast Basin Key Well Carson #1 is in the confined aquifers and does not respond readily to rainfall but instead to changes in pumping patterns and barrier recharge. Water levels increased 0.6 foot this past month.

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[Graphs of Central Basin Key Well 1601T and West Coast Basin Key Well Carson 1 (Zone 2) showing groundwater elevation changes over time]
Montebello Forebay Spreading Grounds (March 2015)
The following Chart shows the preliminary spreading grounds replenishment water to date:

Preliminary numbers for the first six months of the water year show 24,668 acre-feet of recycled water was recharged, which is below the target amount of 27,500 acre-feet. Due to the continuing drought conditions, aggressive recharge of recycled water continued while keeping within regulatory limits. Currently, the 10-year running average of recycled water contribution in the Montebello Forebay is 32% and the regulatory maximum is 45%.

The rain events of late November and early December provided stormwater replenishment to the spreading grounds, but January was very dry with February and March only adding some rain at the end of the month. Through the end of March, approximately 17,770 acre-feet of stormwater have been captured and spread by the DPW.

Deliveries of WRD’s February 2014 order for 60,000 acre-feet of imported replenishment water had been delayed due to drought. In January 2015, MWD committed to delivering 25,000 acre-feet of the 60,000 acre-feet order and started flows in that month. Some of this water will soak into and replenish the Main San Gabriel Basin before it reaches WRD, and an accounting will be made at the end of the delivery to determine invoicing between the two basins.
Through the end of March, approximately 20,000 acre-feet have been released from MWD connection CENB-48, with an estimated 11,896 AF reaching Central Basin.

**Seawater Barrier Well Injection and Replenishment (March 2015):**  
The following Chart shows the barrier water injection to date.

![Seawater Barrier Recharge Chart]

Preliminary numbers for the first six months of the water year show that the West Coast Barrier used 1,924 acre-feet of imported water and 6,385 acre-feet of recycled water, or 77% recycled water. The Dominguez Gap Barrier used 2,317 acre-feet of imported water and 2,496 acre-feet of recycled water, or 52% recycled water. The Alamitos Barrier on the WRD side used 2,197 acre-feet of imported water and only 298 acre-feet of recycled water due to start-up activities of the expanded Leo J. Vander Lans recycled water plant and reduced barrier demands during the In-Lieu Program with the City of Long Beach.

**In-Lieu Replenishment Water**  
In December 2014, the City of Long Beach commenced their 10,000 AF In-Lieu replenishment water program which was extend it by an additional 3,000 AF for a total 13,000 AF. Through the end of March, approximately 9,845 acre-feet were replenished through the program.
Pumping (February 2015)

Preliminary numbers for groundwater production in the District during the first five months of the water year indicate that 82,981 acre-feet were pumped compared to 91,442 acre-feet the year previous, or a decrease of 8,461 acre-feet (-9.3%). In the Central Basin, pumping was 5,888 acre-feet lower than the previous year during the same time period (-8.0%) and the West Coast Basin was down 2,573 acre-feet from the previous year (-14.8%). The Chart below shows the current year pumping versus last year's pumping.

**FISCAL IMPACT**
For information.

**STAFF RECOMMENDATION**
For information.
DATE: MAY 12, 2015

TO: WATER RESOURCES COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: GROUNDWATER BASINS MASTER PLAN UPDATE

SUMMARY
District staff and its consultants are continuing work on the development of a Groundwater Basins Master Plan (Plan) for the West Coast Basin and Central Basin, and the development of a Programmatic Environmental Impact Report (PEIR) for this Plan.

The focus over the previous month was a final review of the draft PEIR project description and its integration with other ongoing District efforts. District staff will provide the Committee with an overview of the Groundwater Basins Master Plan and the status of the development of the PEIR.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For information.
DATE: MAY 12, 2015
TO: WATER RESOURCES COMMITTEES
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: DROUGHT UPDATE

SUMMARY
As a result of the ongoing drought, imported water deliveries from northern California and the Colorado River have been reduced. In addition, recent actions by the Governor and the Metropolitan Water District of Southern California (MWD) will pose water supply challenges to WRD and purveyors that rely on the groundwater resources of the Central and West Coast Basins.

On April 1, 2015, Governor Edmund G. Brown, Jr. issued Executive Order B-29-15 that, among other things, directed the State Water Resources Control Board (SWRCB) to impose restrictions to achieve a statewide 25% reduction in potable urban water usage, compared to the amount used in 2013. On May 5-6, 2015, the SWRCB will consider a resolution which will amend drought-related regulations to ensure meeting this 25% reduction.

Depending on the mandatory reductions imposed on purveyors within the WRD service area, there may be an adverse impact on rights holders due to their inability to carryover unused water rights into subsequent years.

On April 14, 2015, the MWD Board of Directors voted to implement its Water Supply Allocation Plan (WSAP) at a Level 3 (15%) reduction in supplies starting July 1, 2015. The exact cutbacks for different member agencies will vary based on local supply conditions and past water-saving actions. At WSAP Level 3, there is a total of 19,600 acre-feet of replenishment allocation for WRD through Central Basin Municipal Water District (CBMWD). WRD staff will be meeting with CBMWD and MWD staff in early May to discuss securing this supply.

District staff will provide the Committee with an overview of the carryover provisions of the Central and West Coast Basin Judgments and ongoing efforts to secure imported replenishment water.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For information.
DATE: MAY 12, 2015

TO: WATER RESOURCES COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: REPLENISHMENT WATER UPDATE

SUMMARY
As a result of the ongoing four year drought, stormwater deliveries to the spreading grounds have been below normal and groundwater levels have fallen. While the District has been maximizing tertiary recycled water deliveries to the spreading grounds and recently purchased and replenished approximately 15,000 acre-feet of imported water from the State Water Project, and also completed an In-Lieu Program with the City of Long Beach to improve water levels, staff has been exploring other ways in which to replenish the groundwater basins and will provide the Committee with an update at the meeting.

FISCAL IMPACT
None.

STAFF RECOMMENDATION
For information.
MEMORANDUM
ITEM NO. 8

DATE: MAY 12, 2015

TO: WATER RESOURCES COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: MEMORANDUM OF UNDERSTANDING (MOU) WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD) FOR PROPOSITION 84 2014 DROUGHT GRANT SOLICITATION

SUMMARY

In June 2014, the California Department of Water Resources (DWR) issued the Proposition 84 (Prop 84) Integrated Regional Water Management (IRWM) Grant Program Guidelines for the 2014 IRWM Drought Grant Solicitation to establish the process and criteria to solicit applications, evaluate proposals, and award Prop 84 grants under the IRWM Grant Program. The Water Replenishment District (WRD) submitted an application, and was successful in securing grant funding for the Recycled Water Turnouts Project totaling $4,875,430 (amount reflects 2.5 percent reduction for administrative costs) in Prop 84 funds.

The Recycled Water Turnouts project is an important element of the Groundwater Reliability Improvement Program (GRIP). Specifically, this project includes the construction of two turnout connection facilities to an existing recycled water supply pipeline to allow delivery of an additional 11,000 acre-feet (AF) of recycled water to replenish groundwater supplies within the Montebello Forebay. This project will offset current use of 11,000 AF of imported water, increase operational flexibility of the Montebello Forebay Spreading Grounds and provide the ability to recharge more recycled water. The total cost of the project is estimated to be $6.6 million and this Prop 84 grant will fund more than 70 percent ($4.8 million) of the total costs.

Under the Prop 84 IRWM Grant Program, LACFCD will serve as the grant administrator to receive funding from DWR on behalf of agencies in the Greater Los Angeles County area. The award amount of $4,875,430 reflects a 2.5 percent reduction in WRD’s requested grant amount to cover the LACFCD’s costs for grant administration and oversight. Also, WRD’s Board previously approved to pay LACFCD $17,440.71 for the cost of preparing and processing the grant application. However, the grant budget includes a line item for this cost. The attached MOU with LACFCD, stipulates reimbursement terms from LACFCD upon receiving funds from DWR, as well as requiring grant recipients (i.e. WRD) fully comply with the Prop 84 funding terms.

FISCAL IMPACT
The Prop 84 grant requires a 25% local match; which means WRD must contribute a minimum of 25% of the total project costs. WRD’s Capital Improvement Program budget includes $1.8 million for the Recycled Water Turnouts project.
STAFF RECOMMENDATION
Approve the attached MOU between WRD and LACFCD to allow LACFCD to administer the grant funding with DWR for Prop 84 2014 IRWM Drought Grant Solicitation grant on behalf of WRD.

Attachment: MOU between WRD and LACFCD
Memorandum of Understanding Between Water Replenishment District of Southern California and Los Angeles County Flood Control District

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as "Agreement"), is made and entered into as of the date of the last Party signature set forth below between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as "LACFCD"), and Water Replenishment District of Southern California (hereinafter referred to as "Local Project Sponsor" or "LPS"). LACFCD and LPS are hereinafter referred to as "Parties" or, each individually, as "Party" for the following project(s): Recycled Water Turnouts Project (hereinafter referred to as "Projects"). The requested grant amount for the Project(s) are $4,875,430.00.

WITNESSETH

WHEREAS, in November 2006, the voters of California enacted the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act, (hereinafter referred to as Proposition 84), adding provisions to the California Public Resources Code; and

WHEREAS, Proposition 84 amended the Public Resources Code to include Section 75026 et seq., which authorizes the Legislature to appropriate One Billion and 00/100 Dollars ($1,000,000,000.00) for Integrated Regional Water Management (hereinafter referred to as "IRWM") projects (water resources-related projects that address water supply, water quality, and habitat/open space needs in a region); 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 Proposition 84 IRWM Grant Program Guidelines for the 2014 IRWM Drought Grant Solicitation (hereinafter referred to as "Guidelines") in June 2014 to establish the process and criteria to solicit applications, evaluate proposals, and award Proposition 84 grants under the IRWM Grant Program; and

WHEREAS, eligible grant recipients under the Guidelines are public agencies defined as a City, County, City and County, District, joint powers authority, State agency or Department, or other political subdivision of the State, and nonprofit organizations defined as any California corporation organized under Sections 501(c)(3), 501(c)(4), or 501(c)(5) of the Federal Internal Revenue Code. Other entities that are part of the regional water management group responsible for applying for the grant may perform work funded by the grant; and

WHEREAS, under the Guidelines, IRWM Implementation grant proposals must be
submitted by an IRWM Region that was accepted into DWR’s IRWM Grant Program through the 2009 Region Acceptance Process and must: (1) include projects that are consistent with an adopted IRWM Plan (hereinafter referred to as "Plan"), (2) require project proponents to adopt the Plan or an update to the Plan, (3) describe specific implementation projects for which funding is being requested, and (4) identify matching funding; and

WHEREAS, the Plan for the Greater Los Angeles County Region (hereinafter referred to as "Region"), adopted on December 13, 2006, and updated and approved on August 27, 2014, will facilitate a regional approach to watershed management by establishing collaborative efforts across the watersheds within the Region; and

WHEREAS, the Region was accepted into DWR’s IRWM Grant Program through the 2009 Region Acceptance Process in September 2009; and

WHEREAS, the Region’s IRWM Group, which includes the Region’s participating local entities and the LPSs identified in Exhibit F of the Grant Agreement, designated 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 thirteen (13) separate projects sponsored by the LACFCD and the following local entities, solely or jointly, (the projects are identified in Exhibit F to the Grant Agreement between DWR and LACFCD, which Grant Agreement, including all Exhibits thereto, is attached hereto and incorporated herein as Attachment A): the Cities of Inglewood; Torrance; the City of Burbank Water and Power; City of Los Angeles Department of Water and Power; Crescenta Valley Water District; Las Virgenes Municipal Water District; Los Angeles County Flood Control District; Puente Basin Water Agency; Upper San Gabriel Valley Municipal Water District; Water Replenishment District of Southern California; and West Basin Municipal Water District; and

WHEREAS, for IRWM projects funded under the implementation grant that will be implemented with the participation of more than one entity, it is the intention of the Parties that the LPS will be a single entity that is responsible for implementation of the Project(s) and which has the authority to enter into this Agreement on behalf of all entities participating in the Project(s); and

WHEREAS, LPS assumes all responsibilities and liabilities for the Project(s) under this Agreement (including the Grant Agreement responsibilities allocated to LPS under this Agreement). LPS will be the entity that invoices LACFCD, submits required information, including reports, notices and notifications, to LACFCD and provides any documentation and information requested or required under this Agreement or the Grant Agreement by LACFCD with respect to the implementation of the Project(s). In the event that the Project(s) will be implemented by more than one entity, LPS shall ensure that it has entered into appropriate written agreement(s) with each of the other Project-implementing
entities to confirm the authority of LPS to enter into this Agreement on their behalf, and shall ensure that each of the other Project-implementing entities agrees to defend, indemnify and hold harmless LACFCD to the same extent as the LPS provides to LACFCD in this AGREEMENT. Further, each entity participating in a Project acknowledges full responsibility for the implementation of the Project(s), including all responsibilities identified in this Agreement as well as the Grant Agreement and commits to the fulfillment of their respective obligations with respect to the Project(s). As to LACFCD, LPS remains solely responsible for all aspects of the Project(s); and

WHEREAS, DWR has indicated that it will award an implementation grant of up to Twenty-Seven Million, Two Hundred Sixty-One Thousand, Four Hundred Fourteen Dollars ($27,261,414) to the LACFCD on behalf of the Region's LPSs; and

WHEREAS, DWR has indicated that it will enter into an agreement (hereinafter referred to as Grant Agreement) with LACFCD, for the administration of the implementation grant funds with respect to the 13 projects, including LPS's Project(s); and

WHEREAS, LPS desires that LACFCD execute the anticipated Grant Agreement with DWR and perform the role of Grantee therein on LPS's behalf so that LPS can receive and benefit from the Proposition 84 grant funds for its Project(s) in the amount to be identified in Exhibit B to the Grant Agreement; and

WHEREAS, LACFCD and LPS desire to enter into this Agreement to clarify their respective responsibilities with respect to the anticipated grant from DWR and the Parties' responsibilities pursuant to the Grant Agreement; specifically, the Parties intend that LACFCD's role will be to administer the grant funding and submit documentation required under the Grant Agreement to DWR on behalf of LPS, for which LACFCD will be reimbursed pursuant to this Agreement. LPS will be responsible for all other activities required under the Grant Agreement related to its Project(s), including, but not limited to construction, monitoring, Project management, operations and maintenance and legal compliance; and

WHEREAS, the LPS was awarded a Project grant of $4,875,430.00. This amount reflects a 2.5 percent reduction in the LPS's requested grant amount to cover the LACFCD's costs for grant administration and oversight, which are reflected in Project 1 of Exhibit B of the Grant Agreement. The Parties intend by this Agreement to establish that LACFCD will seek reimbursement of its 2.5 percent administrative costs directly from DWR, and that the LPS will not pay or seek reimbursement for these costs; and

WHEREAS, the LPS previously agreed to pay LACFCD $17,440.71 per application for the cost of preparing and processing the LPS's grant application(s) for its project(s). LPS's grant budget includes a line item for this cost; and

WHEREAS the Parties acknowledge that LACFCD will not approve any aspect of the Project(s) or provide any resources related to implementation of the Project(s) outside of grant funding, if any, which is provided to LACFCD from DWR, specifically for the
NOW, THEREFORE, LACFCD and LPS hereby agree as follows:

LACFCD’S RESPONSIBILITIES

Section (1) LACFCD AGREES TO, for as long as the Grant Agreement remains in effect:

1) Provide staff to oversee grant administration, manage grant funds and provide Project oversight as related to the grant.

2) Establish an independent account to manage the grant funds for each Project and provide routine updates to the LPS of balance and activities of each account.

3) Receive from LPS and submit to DWR the reports and information prepared and provided by LPS for each Project as requested by LACFCD and/or as required under the Grant Agreement.

4) LACFCD may execute amendments to the Grant Agreement on behalf of LPS, upon written request and approval by LPS and after LPS negotiates with DWR.

5) Process grant reimbursement requests submitted by LPS, including, submission of such requests to DWR and, only upon receipt of funds from DWR related to the invoices submitted, provide reimbursement to LPS within thirty (30) days of receipt by LACFCD of funds from DWR.

6) Submit grant reimbursement request(s) to DWR, for a total amount not to exceed $125,010.70 to justify LACFCD’s grant administrative costs, management, and project oversight efforts with respect to the IRWM grant, as authorized by DWR and pursuant to Section (2)(8).

LPS’S RESPONSIBILITIES

Section (2) LPS AGREES TO:

1) Retain sole and full responsibility for all aspects of LPS’s Project(s) as identified in the Grant Agreement, including any approved amendments, including, but not limited to: planning, design, review and approval of plans, specifications, bid documents and construction documents, implementation; construction; management; Project oversight; monitoring; inspections; operation and maintenance; submission of Project reimbursement billing requests; provision of reports, notifications and notices; compliance with all legal requirements related to the Project(s) such as lead agency responsibilities, and all other applicable local, State and Federal statutes and regulations related to the Project(s) for the lifetime of the Project(s) notwithstanding any early termination of this Agreement.

2) Plan, design, construct, and continuously operate and maintain LPS’s Project(s)
pursuant to LPS's Work Plan as identified in Exhibit A to the Grant Agreement. LPS agrees to notify LACFCD and receive LACFCD's written approval as well as that of DWR in advance of implementing any proposed changes to LPS's Project(s), including proposed future changes to the Work Plan.

(3) Comply with all terms, provisions and commitments contained in the Grant Agreement, including all exhibits and attachments thereto, applicable to LPS or to LACFCD as Grantee or to representatives of Grantee under the Grant Agreement, whether or not herein specifically referenced, (with the exception of responsibilities identified in Section (1)(1) above which are solely responsibilities of LACFCD) for the lifetime of the Project(s). The Parties agree that responsibilities of LPS, Grantee, representatives of Grantee or activities for which LACFCD (as Grantee) and LPS may be listed as jointly responsible under the Grant Agreement, shall remain the sole responsibility of LPS, with the exception of activities herein listed as LACFCD'S RESPONSIBILITIES.

(4) Comply with all applicable environmental requirements pertaining to the Project(s), including but not limited to the California Environmental Quality Act (CEQA), the State CEQA Guidelines and, if applicable, the National Environmental Policy Act (NEPA). Submit documents that satisfy the CEQA and NEPA process as well as any mitigation agreements, and environmental permits, including but not limited to DWR's Environmental Information Form. LACFCD is not responsible for any aspect of environmental compliance with respect to the Project(s), including any proposed future changes to LPS's Project(s), and no Project may be implemented absent LPS's compliance with CEQA and other environmental laws and regulations. Prior to submission of each invoice to LACFCD under this Agreement, LPS must submit written confirmation to LACFCD, in a format to be specified by LACFCD, that it has complied with all requirements of the Grant Agreement, including, but not limited to compliance with CEQA and, as applicable, NEPA for LPS's Project(s), including all work covered under the invoice, and shall provide appropriate evidence of its compliance. In addition, LPS agrees to submit written confirmation of CEQA and applicable NEPA compliance prior to implementing any future changes to its Project(s).

(5) Demonstrate availability of funds to complete the Project by submitting the most recent three (3) years of audited financial statements and provide cost share funding match for the LPS's Project in the amount identified in Exhibit B of the Grant Agreement.

(6) Ensure that any and all permits, licenses and approvals required for its Project(s) are obtained in a timely manner and maintained in effect as legally required.

(7) Submit not more than one reimbursement request per month to LACFCD, in the format specified by LACFCD, executed by an authorized individual at LPS who is knowledgeable of the information and certifies and warrants the accuracy of the information contained in the reimbursement request.
(8) Allow LACFCD to be reimbursed by DWR in an amount not to exceed $125,010.70, representing 2.5 percent of LPS's requested grant amount for grant administrative costs, management, and project oversight efforts with respect to the IRWM, which has been subtracted from the LPS's requested grant amount, as reflected in Project 1 of Exhibit B of the Grant Agreement. LPS thereby agrees that it will be reimbursed $4,875,430.00 by LACFCD under this Agreement.

(9) Prepare, provide and ensure accuracy of all deliverables, reports, documentation, notifications, notices and information related to the Project(s) as required under the Grant Agreement and/or requested by LACFCD to assist LACFCD and to enable LACFCD or LPS to provide information required under the Grant Agreement to DWR in a prompt and timely manner, in accordance with the provisions of the Grant Agreement.

(10) Inform DWR and the LACFCD of any material changes related to the Project(s) as soon as possible including but not limited to, the progress of construction, Project budget(s), and Project benefits, through reporting process or other methods established by DWR and/or the LACFCD.

(11) Repay the LACFCD any amount owed to DWR within 30 days of written notification, if for any reason DWR determines that LPS's Project(s) is no longer entitled to grant funds.

(12) Provide regular and ongoing inspections of construction work in progress and be responsible to keep work under control. Authorize LACFCD to inspect the Project(s), at LACFCD's discretion, to review the progress of the Project(s).

(13) Accept all liabilities and hold LACFCD legally and financially harmless if it is determined by court of law that LPS's allocation and use of the grant and matching funds is in violation of any applicable statutes, regulations, ordinances, guidelines, or requirements, including, but not limited to, grant requirements, and/or requirements governing contracting, and subcontracting, unless such violation(s) is due to LACFCD's active negligence or willful misconduct.

(14) Accept sole responsibility for persons performing work related to the Project(s), including, but not limited to, employees, contractors, subcontractors, suppliers and providers of services.

(15) Accept sole responsibility for any and all disputes arising out of contracts for implementation of the Project(s), including, but not limited to, payment disputes involving representatives of LPS, contractors and subcontractors. LPS acknowledges that LACFCD will not mediate or be involved with disputes between LPS and any other entity concerning responsibility for performance of work related to the Project(s).
(16) Comply with all Basic Conditions, conditions for disbursement, Continuing Eligibility requirements, and Standard Conditions set forth in the Grant Agreement at all times.

(17) Designate in writing a Project Manager with the full authority to act on behalf of LPS on any matter related to the Project(s), and advise LACFCD and DWR immediately in writing of any change in Project Manager.

Section (3) TERMINATION OF AGREEMENT

(1) This Agreement shall remain in effect while the Grant Agreement or any provision of the Grant Agreement remains in effect. LPS's indemnification will remain in effect for the lifetime of the Project(s). Following termination of the Grant Agreement, LPS shall remain solely responsible for any liability, costs or expenses related to its Project(s), including any request for repayment by DWR related to LPS's Project(s) and/or any other costs, fees and/or penalties, such as costs related to allegations of default under Section 14 of the Grant Agreement, which may be asserted against LACFCD by DWR related to the LPS's Project(s). LPS acknowledges that in no event shall LACFCD be responsible for any liability, costs, or expenses related to LPS's Project(s) or for the performance of work on, or the operation or maintenance of, the completed Project(s) as a result of the termination of the Grant Agreement or for any other reason.

Section (4) GENERAL INDEMNIFICATION

(1) LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for the County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees and agents from and against any and all liability, including, but not limited to, defense costs, demands, claims, allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses (including attorney and expert witness fees) arising from or relating to: acts or omissions of the LPS related to its Project(s) and/or any acts or omissions of LACFCD made on behalf of or for the benefit of LPS pursuant to this Agreement, including, but not limited to, LACFCD's actions or activities in administering the grant funding and other LACFCD responsibilities set forth in Section (1)(1), but not including any acts or omissions of the LACFCD that involve the LACFCD's active negligence or willful misconduct. LPS liability arising from the active negligence or willful misconduct of LACFCD is excluded under this paragraph. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).

(2) LACFCD shall indemnify, defend, and hold harmless LPS, its successors and assigns, officials, officers, employees, agents and those LPS agents serving as independent contractors in the role of LPS officials or officers from and against any and all liability, including, but not limited to, defense costs, demands, claims,
allegations of default or breach of the Grant Agreement or this Agreement, actions, fees, costs and expenses arising from or relating to: LACFCD’s active negligence or willful misconduct in its performance of LACFCD’s RESPONSIBILITIES under this Agreement. This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement.

(3) If, for whatever reason, DWR fails to fund any part of the grant commitment related to the Project(s), LPS shall hold LACFCD harmless for that failure to fund and shall not seek any funding from LACFCD other than funds actually provided by DWR to LACFCD and specifically identified for LPS’s Project(s). If, for whatever reason, DWR demands repayment of any part of the grant commitment related to the Project(s), LPS shall indemnify, defend, and hold LACFCD harmless for that repayment demand and shall not seek any funding from LACFCD in connection therewith.

(4) LPS shall comply with the requirements set forth in CEQA and the CEQA Guidelines for its Project(s). LPS is ultimately and solely responsible for compliance with all applicable CEQA and NEPA requirements, including any mitigation measures required for the Project(s). LPS shall indemnify, defend, and hold harmless LACFCD, the County of Los Angeles, Special Districts for which the Board of Supervisors for County of Los Angeles and LACFCD acts as the governing body, elected and appointed officers, employees, and agents from and against any and all claims and/or actions related to the Project(s) that may be asserted by any third party or public agency alleging violations of CEQA or the CEQA Guidelines, NEPA and/or other Federal, State, and local environmental laws, rules, and regulations, guidelines, and requirements for the Project(s). This indemnity section shall remain in effect while the Grant Agreement, or any of its terms, is in effect and shall survive the termination, for any reason, of the Grant Agreement or this Agreement and shall remain in effect during the lifetime of the Project(s).

Section (5) CHILD SUPPORT LAWS

(1) LACFCD’s Policy on Child Support Laws

LPS acknowledges that LACFCD places a high priority on the enforcement of child support laws and the apprehension of child support evaders. LPS understands that it is LACFCD’s policy to encourage all LACFCD contractors to voluntarily post LACFCD’s Los Angeles Most Wanted: Delinquent Parents List, in a prominent position at LPS’s place of business.

(2) Child Support Compliance Program

As required by LACFCD’s Child Support Compliance Program (County Code Chapter 2.200), LPS shall maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653) and California Unemployment Insurance Code Section 1088.5, and
shall implement lawfully served Wage and Earnings Withholding Orders or District Attorney Notice of Wage Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure, Section 706.031 and Family Code, Section 5246(b).

(3) Termination for Noncompliance with Child Support Requirements

LPS shall maintain compliance with requirements of LACFCD's Child Support Compliance Program as certified in LPS's Child Support Compliance Program Certification and as set forth in this Agreement. Failure of LPS to maintain compliance with these requirements will constitute a default under this Agreement. Failure to cure such a default within ninety (90) days of notice by LACFCD shall be grounds upon which LACFCD may give notice of termination and terminate this Agreement.

Section (6) NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

(1) LPS shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

Section (7) PROHIBITION AGAINST USE OF CHILD LABOR

(1) LPS shall:

(a) Not knowingly sell or supply to LACFCD any products, goods, supplies or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; and,

(b) Upon request by LACFCD, identify the country/countries of origin of any products, goods, supplies, or other personal property LPS supplies to LACFCD; and,

(c) Upon request by LACFCD, provide to LACFCD the manufacturer's certification of compliance with all international child labor conventions.

(2) Should LPS discover that any products, goods, supplies, or other personal property sold or supplied by LPS to LACFCD are produced in violation of any international child labor conventions, LPS shall immediately provide an alternative, compliant source of supply.

(3) Failure by LPS to comply with provisions of this section will be grounds for
immediate suspension or termination of this Agreement.

Section (8) TERMINATION FOR IMPROPER CONSIDERATION

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

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

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

Section (9) NOTIFICATION

(1) Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and

(a) shall be delivered to the representatives of the Parties at the addresses set forth below, except that any Party may change the address for notices by giving the other Party at least ten (10) days written notice of the new address:

LACFCD:

Ms. Terri Grant, Principal Engineer
Watershed Management Division
Los Angeles County Flood Control District
County of Los Angeles Department of Public Works
900 South Fremont Avenue
Alhambra, CA 91803-1331

LPS:

Mr. Robb Whitaker, General Manager
4040 Paramount Blvd
Lakewood, CA 90712
(b) or when LACFCD establishes a process to electronically upload some of the above stated information via the Web, the LPS shall submit the information accordingly as directed by LACFCD.

Section (10) MUTUAL COVENANTS

(1) Governing Law: This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

(2) Amendment: No variation, modification, change, or amendment of this Agreement shall be binding upon any Party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both Parties. This Agreement shall not be amended or modified by oral agreements or understandings between the Parties or by any acts or conduct of the Parties. Notwithstanding the above, the Parties agree that any amendment to the Grant Agreement (including any amendment to LPS’s grant amount and corresponding change to the dollar amount of LACFCD’s 2.5 percent administrative fee) shall become part of this Agreement upon the provision of written notice to the LPS without the necessity of further written agreement between the Parties absent the immediate provision of written objection by LPS to LACFCD.

(3) Entire Agreement: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings.

(4) No Third Party Beneficiary/Successors and Assigns: This Agreement is made and entered into for the sole protection and benefit of the Parties and their successors and assigns. No other person shall have any right of action based upon any provisions of this Agreement.

(5) Waiver: No waiver of any breach or default by any Party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver. Failure of any Party to enforce at any time or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

(6) Covenant: All provisions of this AGREEMENT, whether covenants or conditions, on the part of LPS shall be deemed to be both covenants and conditions.

(7) Interpretation: All Parties have been represented by counsel in the preparation and negotiation of this Agreement. Accordingly, this Agreement shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting Party simply by virtue of having drafted the ambiguous provision.

(8) Assignment: No Party shall assign this Agreement or any of such Party's interest,
rights, or obligations, under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld except that any Party may assign the Agreement, or any part thereof, to any successor governmental agency performing the functions of the assigning Party as its successor.

(9) **Manner of Execution:** The Agreement may be executed simultaneously in counterpart, each of which shall be deemed an original, but together, shall constitute but one and the same instrument.

(10) **Relationship of Parties:** The Parties are, and at all times shall remain as to each other, wholly independent entities. No Party to this Agreement shall have the power to incur any debt, obligation, or liability on behalf of any other Party unless expressly provided to the contrary by this Agreement. 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.

(11) **Successors:** This Agreement shall be binding upon and shall insure to the benefit of the respective successors, heirs and assigns of each Party.

**Section (11) NEGATION OF PARTNERSHIP**

(1) Nothing in this Agreement shall be construed to render LACFCD in any way or for any purpose a partner, joint venturer, or associate in any relationship with LPS, nor shall this Agreement be construed to authorize either Party to act as agent for the other Party unless expressly provided in this Agreement.

**Section (12) SAVINGS CLAUSE**

(1) If any provision or provisions of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of the Agreement shall continue in full force and effect and this Agreement shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained in this Agreement.

**Section (13) AUTHORITY TO ENTER INTO AGREEMENT**

(1) Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this Agreement on behalf of such Party.

**Section (14) LACFCD LOBBYISTS**

(1) Each LACFCD lobbyist, as defined in the Los Angeles County Code Section 2.160.010, retained by LPS shall be in full compliance with Chapter 2.160 of the Los Angeles County Code. LPS’s signature on the Agreement is its certification that it is in full compliance with Chapter 2.160. Failure on the part of any LACFCD lobbyist retained by LPS to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which LACFCD may immediately
terminate or suspend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers, duly authorized by the LPS on _________________, 2015, and by the LACFCD on _________________, 2015.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By __________________________
Chief Engineer

APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

By __________________________
Deputy

__________________________ (LPS)

LPS

By __________________________

APPROVED AS TO FORM:
(NAME)

By __________________________