

MEMORANDUM OF UNDERSTANDING
BETWEEN
WEST BASIN MUNICIPAL WATER DEPARTMENT
AND CITY OF CALABASAS
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 City of Calabasas (CALABASAS), 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 COUNTY is a member of the GLAC IRWM Region and desires to have its Las Virgenes Creek Restoration - Phase III project included in the APPLICATION; and

WHEREAS, COUNTY 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 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 CALABASAS for its proportionate share of the CONSULTANT COST.

Section 5. WEST BASIN Agrees:

- a. To invoice (add name of LPS) up to \$5,331.00. This amount represents CALABASAS 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 CALABASAS 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 CALABASAS 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 CALABASAS 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 Las Virgenes Creek Restoration – Phase III. Upon written approval of the increased costs by COUNTY, WEST BASIN will invoice (add name of LPS) for CALABASAS proportionate share of the increased costs according to the cost allocation formula set forth in Exhibit A and Exhibit B.

Section 6: CALABASAS 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. Relationship of Parties. 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. Binding Effect. 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. Amendment. 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. Waiver. 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. Law to Govern; Venue. 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. No Presumption in Drafting. 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. Interpretation. 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. Entire MOU. 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. Severability. 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).

Counterparts. 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

By _____
General Manager

Date

APPROVED AS TO FORM:

[Add full name of legal counsel]
[Add title]

By _____
Title

Date

CITY OF CALABASAS

David J. Shapiro
Mayor

By: _____

Date: _____

ATTEST:

By: _____
Maricela Hernandez, MMC, CPMC
City Clerk

Date: _____

APPROVED AS TO FORM:

Matthew T. Summers
City Attorney

By: _____

Date: _____

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 Applicant (Based on 17 Projects)			\$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.

Exhibit B

Exhibit B



REVISED Fee Estimate

**West Basin Municipal Water District, As Contracting Agency for the Greater Los Angeles County IRWM Region
Grant Application Preparation Services for Proposition 1 Integrated Regional Water Management Program**

Tasks	Labor						Total Hours	Total Labor Costs (1)	Total Fee
	Persephene St. Charles	Katie Evans	Vanessa De Anda	Ryan Hirano	Arthella Vallarta	Project Assistant			
	PIC	PM	Planner	Planner	Planner	Project Coordinator			
	\$330	\$315	\$245	\$205	\$180	\$116			
Task 1: General Proposal Preparation Requirements									
1.1 General Proposal Preparation Requirements	1	4	6			6	17	\$3,756	\$3,756
Subtotal Task 1:	1	4	6	0	0	6	17	\$3,756	\$3,756
Task 2: Draft Application Package with Attachments, As Applicable									
2.1 Draft, Draft Final, and Final Application Package (Project 1)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.2 Draft, Draft Final, and Final Application Package (Project 2)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.3 Draft, Draft Final, and Final Application Package (Project 3)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.4 Draft, Draft Final, and Final Application Package (Project 4)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.5 Draft, Draft Final, and Final Application Package (Project 5)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.6 Draft, Draft Final, and Final Application Package (Project 6)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.7 Draft, Draft Final, and Final Application Package (Project 7)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.8 Draft, Draft Final, and Final Application Package (Project 8)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.9 Draft, Draft Final, and Final Application Package (Project 9)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.10 Draft, Draft Final, and Final Application Package (Project 10)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.11 Draft, Draft Final, and Final Application Package (Project 11)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.12 Draft, Draft Final, and Final Application Package (Project 12)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.13 Draft, Draft Final, and Final Application Package (Project 13)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.14 Draft, Draft Final, and Final Application Package (Project 14)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.15 Draft, Draft Final, and Final Application Package (Project 15)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.16 Draft, Draft Final, and Final Application Package (Project 16)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.17 Draft, Draft Final, and Final Application Package (Project 17)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
2.18 Draft, Draft Final, and Final Application Package (Project 18)		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
Subtotal Task 2:	0	64.8	72	136.8	136.8	0	410.4	\$90,720	\$90,720
Task 3: Final Application & Submission									
3.1 Final Application & Submission					5		5	\$900	\$900
Subtotal Task 3:	0	0	0	0	5	0	5	\$900	\$900
Task 4 (CONGENCY): Backup Projects									
4.1 Backup Project 1		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
4.2 Backup Project 2		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
4.3 Backup Project 3		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
4.4 Backup Project 4		3.6	4	7.6	7.6		22.8	\$5,040	\$5,040
Subtotal Task 4 (OPTIONAL):	0	14.4	16	30.4	30.4	0	91.2	\$20,160	\$20,160
TOTAL	1	68.8	78	136.8	141.8	6	432.4	\$95,376	\$95,376
TOTAL WITH CONTINGENCY TASK	1	83.2	94	167.2	172.2	6	523.6	\$115,536	\$115,536
							Cost per Project (16 projects)		\$5,331
							Cost per Project (17 projects)		\$5,314
							Cost per Project (18 projects)		\$5,299

1. The individual hourly rates include salary, overhead and profit.
2. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.