

**AGREEMENT NO. WR-24-1000 BETWEEN
THE LOS ANGELES DEPARTMENT OF WATER AND POWER AND
THE LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF
SANITATION FOR THE CONSTRUCTION, OPERATION, AND
MAINTENANCE OF THE GROUNDWATER REPLENISHMENT PROJECT**

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This Agreement No. WR-24-1000 (Agreement) is made and entered into by and between the Los Angeles Department of Public Works, Bureau of Sanitation (BOS), and the Los Angeles Department of Water and Power (LADWP), hereinafter referred to individually as “Party”, and collectively as the “Parties”, for the Groundwater Replenishment Project (GWR Project).

RECITALS

WHEREAS, LADWP is a municipal owned utility responsible for delivering safe and reliable water and electricity to the residents and businesses of the City of Los Angeles (City) and is responsible for securing a reliable water supply, operating the City’s drinking and recycled water distribution systems, and maintaining the resiliency of the water infrastructure; and

WHEREAS, BOS, a department of the City and the owner and operator of the Donald C. Tillman Water Reclamation Plant (DCTWRP), is responsible for the treatment of wastewater and the discharge of treated wastewater to rivers or other drainage systems in accordance with the requirements of the DCTWRP National Pollutant Discharge Elimination System permit, is a producer of recycled water, authorized under Section 580 of the City Charter, to supply recycled water to LADWP for distribution to its recycled water customers, and is permitted to treat up to 80 million gallons per day of wastewater at the DCTWRP; and

WHEREAS, Section 672 of the Charter grants the Board of Water and Power Commissioners possession, management, and control of the water and water rights of every nature and kind owned and controlled by the City of Los Angeles, and the lands, rights-of-way, facilities, and property used for the capture, transportation, distribution, and delivery of water for the benefit of the City, its inhabitants, and its customers; and

WHEREAS, Section 677 of the Charter also grants the Board of Water and Power Commissioners the power to supply and distribute recycled water to consumers served by the City within its limits, to consumers outside the City for their use, and to public agencies outside the City for public uses and for resale, disposal, or distribution to consumers within the public agency’s jurisdiction; and

WHEREAS, LADWP and BOS are committed to pursuing opportunities to enhance water conservation and improve water quality, with the objective of increasing the long-term

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sustainability of the City's local water supply through increased recycled water use, stormwater capture, and groundwater recharge; and

WHEREAS, the City identified the GWR Project as a means of increasing the long-term sustainability of the City's local water supply, and recognized that the GWR Project can recycle up to 100% of the available tertiary treated water from DCTWRP, with the goal of producing Purified Recycled Water for groundwater replenishment in the San Fernando Valley and to supplement the City's drinking water supply; and

WHEREAS, the Los Angeles Board of Water and Power Commissioners certified the Environmental Impact Report (EIR) for the GWR Project on December 6, 2016; and

WHEREAS, the Parties entered into Agreement WR-22-1000 to formalize the partnership between LADWP and BOS for the GWR Project, and to authorize \$53.5 million for the engineering and design of the GWR Project; and

WHEREAS, the Parties also agreed that upon substantial completion of the engineering and design, LADWP would determine if the GWR Project is technically viable and cost effective, and construction of the GWR Project would be dependent on the recommendation from LADWP staff and subject to approval from the LADWP's Board of Commissioners; and

WHEREAS, BOS Board of Public Works approved a Design-Build Contractor (Contractor) on February 14, 2023, which authorized the Contractor to design the Advanced Water Purification Facility (AWPF) needed for the GWR Project, and also requires the Contractor to provide a Guaranteed Maximum Price for the construction of the AWPF; and

WHEREAS, the Parties have substantially completed the engineering and design of the GWR Project, and have received a Guaranteed Maximum Price from the Design-Build Contractor for the AWPF, and the Parties have estimated the total cost to construct and operate the GWR Project; and

WHEREAS, the Parties have unanimously agreed the GWR Project is technically viable and cost-effective and recommend that the GWR Project be constructed and become operational by 2028; and

WHEREAS, development of assets is an approved use of the Water Revenue Fund;

NOW, THEREFORE, in consideration of the foregoing and the benefits which will accrue to the Parties hereto, the following is understood and agreed to by and between the Parties:

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SECTION 1: BACKGROUND AND PRINCIPAL TERMS

- 1.1 The Parties have substantially completed the engineering and design of the GWR Project, and the Parties agree to continue collaborating to implement and complete construction of the GWR Project with the goal of it being operational by 2028.
- 1.2 The GWR Project includes all the new capital facilities at DCTWRP necessary to produce Purified Recycled Water, which includes the Advanced Water Purification Facility (AWPF) and the Supporting Facilities outlined in Section 2.2 and described in Attachment A.
- 1.3 Parties agree the GWR Project is designed to purify up to 25 million gallons per day (MGD) of tertiary treated water at the AWPF, and agree the GWR Project is expected to produce up to approximately 20 MGD of Purified Recycled Water suitable for groundwater replenishment and subsurface injection. The AWPF will be constructed to accommodate a future expansion to purify up to 30 MGD at the AWPF.
- 1.4 Parties agree to complete the GWR Project, which includes construction of the AWPF and its Supporting Facilities needed to maximize production of recycled water, and support proper operation and maintenance of the AWPF. Supporting Facilities include, but are not limited to, the Equalization Storage Facility (EQ Facility), the Maintenance Warehouse Facility (Maintenance WF), and the Japanese Garden Effluent Bypass (JGE Bypass).
- 1.5 In partnership with LADWP, BOS agrees to lead the construction of the GWR Project, and BOS will retain the necessary contractors and consultants needed to complete the Project by 2028.
- 1.6 The total estimated cost to construct and implement the capital facilities associated with the GWR Project is \$740,000,000, excluding Financing Costs, and LADWP agrees to reimburse BOS up to that amount as outlined in Section 6 of this Agreement. To ensure timely payments to BOS and its contractors and consultants, LADWP will pay monthly invoices during construction within 21 days as outlined in Section 6.
- 1.7 All grants and loans that have been secured for the GWR Project, or may be secured in the future, will be utilized solely to reduce the reimbursement obligation of LADWP to BOS in equal proportion as detailed in Section 6. This includes the approximately \$398,000,000 of loans and grants that have already been obtained as of the signed date of this Agreement.
- 1.8 The Parties recognize that the GWR Project requires a total capital investment of \$740,000,000, excluding Financing Costs, and the projected Operations and Maintenance Cost of treating up to 25 MGD at the AWPF is approximately

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\$33,000,000 for the first year of operation, and as such, have determined the GWR Project is technically viable and cost effective.

- 1.9 LADWP and BOS agree to continue to work in partnership during the construction of the GWR Project, and will actively collaborate on all other aspects of the project, including but not limited to, stakeholder outreach, regulatory approval, pursuit of funding opportunities, permitting, and community engagement.
- 1.10 The Parties agree to maintain the Technical Oversight Committee throughout the design, construction, and performance validation of the GWR Project.
- 1.11 To facilitate effective implementation and collaboration of this GWR Project, the Parties agree to form a Management Oversight Committee consisting of representatives from each agency to oversee the overall progress of the Project, resolve issues, and to review all budget, schedule, and scope modifications.
- 1.12 BOS will Operate and Maintain the AWPf and its Supporting Facilities, and LADWP agrees to pay BOS for the Operations and Maintenance Costs of the Purified Recycled Water that is produced and delivered to LADWP within 45 days of receipt of invoice, or as allowed per Section 7.
- 1.13 The AWPf and its Supporting Facilities will be located at the DCTWRP, located at 6100 Woodley Avenue, Van Nuys.
- 1.14 The GWR Project cost estimate and schedule for the work under the scope of this Agreement is outlined in Attachment B.

SECTION 2: PROJECT DESCRIPTION

- 2.1 The Parties agree to collaborate on the construction and implementation of the GWR Project, which is designed to recycle 100 percent of the available tertiary treated water from the DCTWRP and will produce up to 20 MGD of Purified Recycled Water for replenishment of the San Fernando Valley Groundwater Basin to supplement the drinking water supply for the City of Los Angeles.
- 2.2 To allow for the production of Purified Recycled Water at the DCTWRP, the following facilities represent the scope of the GWR Project:
 - 2.2.1 Advanced Water Purification Facility (AWPF) – This includes the construction of a new 52,000 square foot facility capable of producing advanced Purified Recycled Water, and includes the building structure, a new learning and education center, the advanced treatment systems capable of purifying up to 25 MGD of tertiary treated water and producing up to 20 MGD of Purified Recycled Water, microfiltration units, reverse osmosis treatment, ultraviolet

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advanced oxidation process, pumps, electrical upgrades, and all other appurtenances needed for the AWPf.

2.2.2 Equalization Storage Facility (EQ Facility) – Designed to maximize production of recycled water from the AWPf and to allow for optimal operation, construction of the EQ Facility will be within DCTWRP and includes the capacity to store over 8 million gallons of primary effluent, underground pump stations, odor control facilities, inlet and discharge piping, flow control vaults, and pipeline interconnections. The EQ Facility is also known as the Advanced Water Equalization Basin (AWEB).

2.2.3 Maintenance Warehouse Facility (Maintenance WF) – This includes the construction of a new 47,000 square foot facility which will be used to provide space for LADWP and BOS personnel, provide storage space, and will house carpentry, electrical, instrument, landscape, mechanical, and other craft shops needed to support the new AWPf.

2.2.4 Japanese Garden Effluent Bypass (JGE Bypass) – Upon approval of all necessary permits, this new JGE Bypass will include the construction of 100 feet of 16-inch diameter pipeline and appurtenances within DCTWRP, with the objective of diverting additional wastewater flow to the DCTWRP, increasing the tertiary treated water to the AWPf, and maximizing the production of recycled water.

2.3 A detailed description of the facilities defined in Section 2.2 are included in Attachment A.

2.4 The GWR Project will be operated such that the Los Angeles River continues to receive recycled water from the DCTWRP, and the Parties anticipate providing the Los Angeles River with approximately 20 MGD of recycled water after the completion of the GWR Project.

SECTION 3: RESPONSIBILITIES OF BOS

3.1 BOS is responsible for the final design, construction, start-up, commissioning, and performance validation for the AWPf and EQ Facility described in Section 2 of this Agreement. BOS is also responsible for implementation of the Maintenance WF and JGE Bypass.

3.2 BOS shall authorize its Design-Build Contractor(s) to construct and complete the AWPf and the EQ Facility, and shall retain any other consultants and/or contractors needed to implement the other GWR Project facilities described in Section 2 of this Agreement. Project documentation produced by BOS or its consultant/contractor teams shall be provided to LADWP in a timely manner to allow for the Parties' contemporaneous joint review. LADWP will review, and if approved, will provide

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concurrence of contract documents in a timely manner via email. BOS and LADWP shall mutually agree prior to issuing any contract documents, including requests for proposals, design reports, and other documents defining scope of work. The Parties shall jointly evaluate contract documents with equal representation and mutually agree on the selection of consultants and/or contractors. BOS will be responsible for procurement and management of the consultant/contractor teams.

- 3.3 BOS shall make a good-faith effort to ensure that the AWPf purifies up to 25 MGD of tertiary treated water with the goal of it being operational by 2028, and the Purified Recycled Water will be made available to the LADWP point of connection located at the Ultraviolet Advanced Oxidation Process (UV/AOP) effluent flow meter.
- 3.4 BOS shall document all costs related to the GWR Project, including construction, start-up and commissioning, performance validation, design, and engineering.
- 3.5 BOS shall operate and maintain the GWR Project, with the objective of ensuring efficient operations, establishing safety protocols, water quality monitoring, regulatory compliance, and to maximize production of Purified Recycled Water suitable for groundwater replenishment and subsurface injection.
- 3.6 In order to aid in the early identification of risks, schedule and budget impacts for the AWPf and its Supporting Facilities, BOS shall include LADWP in all significant review periods outlined by the Contractor(s) and any other review periods requested by LADWP. The Parties must mutually agree on any changes to the original scope of work, schedule, and budget prior to BOS issuing approvals to the consultant/contractor teams. BOS and LADWP Project Managers will meet on a regular basis to review work, including a summary report on expenditures, remaining budget, schedule, project status, and identification of potential impact to subsequent phases and deliverables. Considerations of both Parties shall be given equal weight during all review periods.

SECTION 4: RESPONSIBILITIES OF LADWP

- 4.1 LADWP shall reimburse BOS for all the actual costs associated with the GWR Project as outlined in Section 6 and Section 7 of this Agreement, which includes all Capital Costs and Operations and Maintenance Costs (O&M Costs) for the GWR Project. BOS will not include any other costs unrelated to the scope of this Agreement.
- 4.2 LADWP agrees to receive up to 20 MGD of Purified Recycled Water from the GWR Project for distribution and replenishment of the San Fernando Valley Groundwater Basin.
- 4.3 LADWP shall coordinate and execute all necessary agreements needed for the utilization of recycled water from the GWR Project. This includes use of the Hansen

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Spreading Grounds or any other replenishment and/or groundwater injection facilities.

- 4.4 LADWP agrees to maintain the recycled water distribution system, including the Balboa Pump Station, that will be utilized to distribute water produced from the GWR Project.
- 4.5 LADWP shall prepare and submit the Engineering Report required for the Regional Water Quality Control Board permit for the GWR Project and obtain this permit prior to the start of operations of the AWPf.
- 4.6 LADWP agrees to lead, complete, and obtain any and all necessary environmental approvals and permits for the GWR Project in a timely fashion.
- 4.7 LADWP agrees to actively participate during the construction and implementation of the GWR Project, and to collaborate with BOS on all project related matters.

SECTION 5: JOINT RESPONSIBILITIES AND PROJECT OVERSIGHT

- 5.1 The Parties agree that the GWR Project is a joint partnership, and the Parties shall collaborate and comply on all substantive Project related matters, including project stakeholder outreach, permitting, funding applications, grant and loan agreements, project management, construction management, administration, and water supply operations.
- 5.2 All material, publications, press releases, signage, and communications shall designate that the Parties are Project partners.
- 5.3 The Parties shall form a Technical Oversight Committee (TOC) consisting of equal representatives from each Party to oversee the overall progress of the Project, and the TOC will be established to support the entire design, construction, and performance validation of the GWR Project. The TOC will meet monthly, and review and make decisions on budget, schedule, scope modifications, and all substantive design and construction matters related to the GWR Project during the design and construction phase. Decisions by the TOC must represent the majority opinion of the entire TOC, and all recommendations shall be documented. Should the TOC not be able to develop majority decisions, disputes shall be elevated to the Management Oversight Committee.
- 5.4 The Parties shall form a Management Oversight Committee (MOC) consisting of equal representatives from each Party, who shall not be members of the TOC, to resolve any disputes by the TOC, and to review and approve budget expenditures, schedule modifications, scope changes, and all other substantive project related matters. The MOC will meet monthly, or on an as-needed basis during design and construction, and upon completion of the GWR Project, the MOC will continue to

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confer on a monthly basis during operation of the GWR Project. During operation of the GWR Project, the MOC will assess the performance of the Project versus Online Factor exemptions, review operational protocols and procedures, establish the Operations and Maintenance rate described in Section 7, approve capital expenditures and operations enhancements recommended by BOS, and approve Annual Production Goals as defined in Section 8. Determinations and decisions by the MOC must be unanimous and shall be documented by BOS.

- 5.5 The Parties shall form an Executive Management Committee (EMC). For matters regarding the appropriations methodology, billing methodology, and the reconciliation of costs, the EMC shall consist of four representatives: LADWP's CEO, BOS's General Manager, BOS's Chief Financial Officer, and a LADWP Executive-Level Financial Representative. For all other matters, the EMC shall consist of two representatives: LADWP's CEO and BOS's General Manager, or their Executive Level designee. Members of the EMC shall not be members of the MOC, and the EMC will resolve any disputes by the MOC. This will ensure that any and all unresolved issues brought on by the MOC will be escalated and resolved by this EMC. Determinations and decisions by the EMC must be unanimous and shall be documented by BOS.
- 5.6 During the implementation of the Project, the Parties shall include the counterpart Party on all relevant and substantive communications (e.g., meetings, memoranda, emails) between the Parties and any contractors and/or consultants retained by BOS for the work under the scope of this Agreement, excluding trade secrets, proprietary information, and attorney-client communications.
- 5.7 The Parties will jointly conduct discussions with the Los Angeles Regional Water Quality Control Board (LARWQCB) and the State Water Resources Control Board Division of Drinking Water (DDW) to obtain an updated LARWQCB Permit for the GWR Project. The Parties agree that if professional services are needed to assist in preparation of documents for regulatory compliance related to the GWR Project, LADWP agrees to reimburse BOS for such expenditures incurred by BOS .
- 5.8 The Parties shall make staff, contractors, or consultants reasonably available, if requested, to participate and provide input at scheduled meetings, community meetings, public tours, workshops and other relevant events.
- 5.9 The Parties will closely collaborate during the operation of the GWR Project, and recognizing that all recycled water produced from DCTWRP will be distributed to the Los Angeles River and to LADWP, the Parties will ensure that the operational staff of both Parties closely collaborate during the management of the new Purified Recycled Water supply.

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SECTION 6: CAPITAL COSTS AND REIMBURSEMENT

- 6.1 The Parties have received a Guaranteed Maximum Price from the Design-Build Contractor for the AWPf, along with cost estimates for the Supporting Facilities defined in Section 2.2, and LADWP agrees to reimburse BOS up to \$740,000,000 for the following:
- 6.1.1 \$495,000,000 for construction of the AWPf
 - 6.1.2 \$130,000,000 for design and construction of the EQ Facility
 - 6.1.3 \$20,000,000 for design and construction of the Maintenance WF
 - 6.1.4 \$15,000,000 for the design, environmental approval, and construction of the JGE Bypass; and
 - 6.1.5 \$80,000,000 for an overall project contingency of ten percent.
- 6.2 LADWP shall reimburse BOS for all of the actual Capital Costs associated with the GWR Project, and Attachments A and B herein provide a detailed description of the GWR Project scope, cost estimate, and cost sharing breakdown. BOS will not include any other costs unrelated to the scope of this Agreement. Capital Costs and expenditures for reimbursement shall not exceed \$740,000,000.
- 6.3 The Parties recognize that LADWP is financing the entire Capital Costs of the GWR Project, and as a result, the Parties agree that all grants and/or loans secured for the GWR Project shall reduce the funding obligation of LADWP as set out in Section 6.1 in a proportion equal to the actual award amounts of any grant awards and the principal amounts of any loans. This includes all grants and loans secured by BOS for the GWR Project which shall be solely used to reduce LADWP's funding obligation. In addition, any outside funding secured by LADWP shall remain with LADWP and will not affect the Agreement. The Parties acknowledge that funding from the following outside sources has already been obtained, and any additional future grants and loans for the GWR Project will also reduce LADWP's total funding obligation. The Parties agree to utilize the secured grants and loan described below, and the Parties agree that any additional grants and/or loans awarded to the GWR Project shall be utilized only after LADWP provides written approval to BOS.
- 6.3.1 \$223,921,010 Water Infrastructure Finance and Innovation Act (WIFIA) Loan from the United States Environmental Protection Agency (USEPA) – The USEPA awarded the City a \$223,921,010 WIFIA loan for the GWR Project in September 2021.
 - 6.3.2 \$5,000,000 Grant from the State of California's Water Resources Control Board (SWRCB). The City was pre-approved for a \$5,000,000 grant for the GWR Project as part of the SWRCB's Water Recycling Funding Grant Program.
 - 6.3.3 \$30,000,000 Grant from the Bureau of Reclamation's WaterSMART: Large-Scale Water Recycling Projects Program, awarded to the City in May 2024.

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6.3.4 \$139,000,000 incentive funding from the Metropolitan Water District of Southern California's Local Resources Program, awarded to the City in 2024.

- 6.4 The Parties agree that the WIFIA Loan described in Section 6.3.1 will be utilized and prioritized by LADWP to finance the GWR Project, and LADWP agrees to reimburse BOS for all Financing Costs incurred by BOS associated with the WIFIA Loan which includes all principal payments, interest payments, and associated fees and expenses. Reimbursement from LADWP to BOS will be consistent with the financing terms and/or costs required by the USEPA. Approximately 60 calendar days before a WIFIA debt service payment is due, BOS will send LADWP the projected due amount. Approximately 30 calendar days before a WIFIA payment is due, BOS will submit an invoice to LADWP. LADWP will reimburse BOS no later than the close of business of the day on which BOS makes the debt service payment to the USEPA. In addition, the Parties will cooperate to prepare and maintain proper, accurate, current, and complete financial records regarding the utilization of the WIFIA Loan, SWRCB Grant, and/or any other external fund received for the GWR Project.
- 6.5 LADWP shall provide written approval to BOS for the use of the \$80,000,000 contingency specified in Section 6.1.5, and the contingency shall only be used for the scope of work described in Section 2, and will be utilized only for the Capital Costs and Operation and Maintenance Costs defined in Section 6 and Section 7. The contingency will be utilized for the GWR Project during construction, allow for design optimization, value engineering analysis, change orders, regulatory approval, outreach, unplanned performance validation studies, necessary capital equipment replacement during operations and maintenance, emergency repairs, independent advisory panels during permitting approval, and other LADWP approved work needed for the GWR Project as described in Table 1 of Attachment B.
- 6.6 BOS shall submit monthly invoices to LADWP for the scope of work under this Agreement for the GWR Project, and LADWP shall transfer approved funds to BOS within 21 days of receipt of final invoice. BOS invoices to LADWP shall be for reimbursement of costs invoiced by the consultants and/or contractors retained by BOS, and shall include the consultants' and/or contractors' full invoice package and progress report. Upon receipt of funds from LADWP, BOS will make payments to consultants and/or contractors within 30 days of final invoice. In the event that either Party fails to meet these reimbursement or payment deadlines, any Contractor late fees or interest costs charged by the consultants and/or contractors will be borne by the Party responsible for the payment delay.
- 6.7 If necessary, and to facilitate timely payments to the consultants and contractors that will be used by BOS to complete the GWR Project, LADWP may request the Los Angeles City Controller's Office and City Attorney to establish a special fund account, or an existing account managed by the City, to allow for receipt and disbursement of funds between LADWP and BOS. If this special fund is established,

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the Parties agree that the new “LADWP Groundwater Replenishment Project Fund” will require Los Angeles City Council approval, and will only be used by LADWP to reimburse BOS for approved GWR Project costs defined in this Agreement. The establishment of this special fund account shall be in compliance with federal tax requirements, will require Board approval from both Parties, and will track and report all information necessary to satisfy the audit provisions described in Section 11.

- 6.8 Construction Phase Closeout: After completion of each facility, and upon final acceptance by the Parties, the MOC shall meet within 60 days to close out the construction phase of each facility, which includes confirming payment of all invoices, establishing the start date of operations (Operational Start Date), and closing any accounts or funds used during construction to disburse funds between LADWP and BOS. This process shall occur for each of the facilities outlined in Section 2.2. Upon written confirmation and approval by the MOC, the reimbursement for all Capital Costs for each facility will be considered completed and final, with the exception of any outstanding reimbursements of Financing Costs for the WIFIA loan, and LADWP will have satisfied its funding commitments for the construction of the GWR Project.
- 6.9 The Parties agree that significant startup and testing of the AWPf will be needed prior to final acceptance and establishing the Operational Start Date, and the Parties also agree that BOS will incur costs for power, chemicals and/or labor during equipment startup and testing. Costs related to equipment startup and testing shall be included in the monthly invoices to LADWP and will be categorized as Capital Costs.
- 6.10 Upon completion of startup and testing, the AWPf will also be verified by a final Performance Validation Phase, and the Parties agree that this step is necessary to validate compliance with all potable reuse regulations and to demonstrate compliance with public health requirements. The Performance Validation Phase will take place near the end of construction of the AWPf and EQ Facility, and the Parties agree that BOS may incur both Capital and Operations and Maintenance Costs during the Performance Validation Phase. All costs incurred during the Performance Validation Phase shall be included in monthly invoices as Capital Costs according to Section 6.
- 6.11 During construction of the GWR Project, each Party may incur additional staff costs for contract administration, project management, construction management, design review, meeting attendance, etc., and the Parties agree that these staff costs shall be borne individually by each Party, with the exception of non-BOS City staff and two Engineering Associates.

SECTION 7: OPERATION AND MAINTENANCE AND REIMBURSEMENT

- 7.1 Upon substantial completion of construction of the AWPf and EQ Facility and after the Performance Validation Phase is complete, an approved Operational Start Date

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shall be established by the MOC. BOS will Operate and Maintain the AWPf and its Supporting Facilities, and LADWP agrees to reimburse BOS for the Operations and Maintenance Costs associated with the DCTWRP AWPf.

- 7.2 The Operational Start Date is projected to occur in 2028 as outlined in the schedule shown in Attachment B.
- 7.3 The Parties agree that LADWP will reimburse BOS for the actual Operations and Maintenance Costs (O&M Costs) as defined herein for the GWR Project which will produce and deliver Purified Recycled Water to LADWP. Parties agree to establish a fixed O&M Rate every Contract Year, and on an annual basis, the Parties agree to reconcile and revise the fixed O&M Rate as outlined herein.
- 7.4 The Parties agree that the annual O&M Rate shall be established and based on the following principles:
 - 7.4.1 The O&M Rate shall be established for every Contract Year of operations, also known as Fiscal Year or the 12 calendar months commencing July 1 through June 30.
 - 7.4.2 The O&M Rate shall be determined utilizing the methodology outlined in Attachment C, which shall be based on the estimated O&M Costs for the upcoming Contract Year, and the estimated production of Purified Recycled Water. Attachment C will be submitted by the BOS DCTWRP Plant Manager to the MOC by December 31 preceding the upcoming Contract Year.
 - 7.4.3 The O&M Rate shall be based on the estimated production of Purified Recycled Water and shall be approved by the MOC by January 31 preceding the upcoming Contract Year, and shall include the eligible costs outlined in Attachment C, such as Direct Costs, Labor Costs, Overhead Costs, power usage costs, and/or chemical costs.
 - 7.4.4 Upon approval of the O&M Rate by the MOC, BOS shall be permitted to expend the O&M budget approved for the Contract Year.
 - 7.4.5 The monthly reimbursement will be based on the MOC approved O&M Rate for the applicable Contract Year multiplied by the Purified Recycled Water produced and delivered to LADWP, and this will constitute the services rendered by BOS to LADWP.
 - 7.4.6 In recognition that the O&M Costs, and production of Purified Recycled Water from the GWR Project will fluctuate over the term of this Agreement, the Parties agree that the O&M Rate shall be revised, and approved prior to the commencement of every Contract Year as described herein.

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- 7.5 BOS will invoice LADWP monthly for the volume of Purified Recycled Water produced and delivered to LADWP, and LADWP agrees to pay within 45 days of receipt of invoice. The invoice will be based on the O&M Rate as outlined in Section 7.4, and on the monthly volume of purified recycled water produced and delivered to LADWP.
- 7.6 Within 6 months of Contract Year 1, the Parties shall collaborate to determine whether it is feasible to bill based on an appropriations methodology, instead of the billing methodology stated in Section 7.5. If the methodology is determined to be feasible, and if approved by the EMC, the Parties will implement this appropriations methodology beginning the following new Contract Year. Section 7.4.5 notwithstanding, the appropriations methodology will be based on the O&M Rate as outlined in Section 7.4, which shall establish a flat monthly O&M cost for the Contract Year, and BOS will invoice LADWP each month on or before the 28th of the month, and LADWP will pay the invoice within 45 days of receipt. In the event that the AWPf is not operable for thirty (30) consecutive days, and the Online Factor exemptions in Section 8 are not met, BOS may elect not to invoice LADWP for that month. Upon the AWPf being operable again, BOS shall resume invoicing LADWP, and LADWP shall pay the invoice as described herein.
- 7.7 The Parties agree to revise the O&M Rate every Contract Year, and the objective is to ensure BOS's actual O&M costs are fully reimbursed by LADWP. This will also allow for an annual reconciliation of costs and provide an opportunity for the MOC to review and approve the annual O&M Rate.
- 7.8 For the period from July 1 through December 31, and for the period from January 1 through June 30, BOS will conduct a reconciliation, which will compare the actual O&M costs necessary to operate and maintain the GWR Project against the total actual amount reimbursed by LADWP for those costs, and the Parties agree to quantify the difference and reimburse the Party that's due the refund or payment. The actual O&M costs shall not be calculated based on the O&M Rate nor on the volume of Purified Recycled Water produced and delivered to LADWP, and shall only be based on the total actual O&M costs expended during the reconciliation period. To summarize each reconciliation, BOS shall produce a report no later than ninety (90) days after the end of a given reconciliation period. LADWP shall review and approve the report within 30 days of receipt. Upon approval, concluding the reconciliation, the Party that is due the refund shall invoice the other Party within 30 calendar days, and the invoice shall be paid within 45 calendar days thereafter.
- 7.9 The Parties agree that the adjusting, reconciling of costs, and the approval of the new O&M Rate for the Contract Year shall be based on invoices, timesheets, and actual costs defined by Attachment C, which shall be tracked in accordance with

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Generally Accepted Accounting Principles (GAAP) and will be subject to Audit as outlined in this Agreement.

- 7.10 During the Operation and Maintenance of the GWR Project, BOS shall notify LADWP of the need for any minor replacement of the equipment utilized within the AWPf or the Supporting Facilities, and BOS will provide LADWP with a cost estimate for such replacement. Minor replacement costs are any expenditure of \$100,000 or less per occurrence necessary to maintain the capacity and performance of the GWR Project. Minor replacement costs are also referred to by BOS as the Capital Equipment Replacement Program (CERP). Such minor replacement costs shall only include direct and indirect labor charges for installation, acquisition costs of equipment, or appurtenances for any such replacement. The Parties agree that reimbursements for minor replacements will require advance approval by a LADWP MOC Representative by the following means: (1) get a pre-approval for CERP expenditures for an entire upcoming contract year, and (2) get approval for any CERP expenditures not already pre-approved on an as-needed basis. If approved, BOS will invoice LADWP for the actual replacement costs and include this within the monthly O&M invoice. LADWP will reimburse BOS within 45 days of receipt of invoice.
- 7.11 During the Operation and Maintenance of the GWR Project, it is also anticipated that major replacement of the equipment utilized within the AWPf or the Supporting Facilities may need to be replaced or improved due to the State's evolving potable reuse regulations, during emergencies, or to improve operational efficiency of the GWR Project. As such, LADWP agrees that the project contingency allocated in Section 6 will also be utilized for any major replacement costs. Major replacement costs are any expenditure of more than \$100,000 per occurrence. Written approval by LADWP will be required for major replacement costs, and reimbursement will be based on actual Direct Costs, Labor Costs, and Overhead Costs incurred. BOS will invoice LADWP for such costs on an as-needed basis but no more frequently than monthly, and LADWP will reimburse BOS within 45 days of receipt of invoice. To facilitate proper management of future capital costs associated with the Operation and Maintenance of the GWR Project, BOS will provide LADWP a five year projection of major replacement costs within 90 days of the conclusion of each Contract Year. The Parties also agree that if upon assessment of the five year projection, depletion of the project contingency is anticipated within five years, then funding for any additional major replacements for the GWR Project will require this Agreement to be amended and will require approval of the Parties' respective boards.
- 7.12 During the Operation and Maintenance of the GWR Project, in response to emergencies solely related to the GWR Project, BOS will take immediate actions that are required (a) to protect human life, public health, or critical infrastructure, (b) to mitigate the risk of noncompliance of regulatory permits of the GWR Project's caused by force majeure events or unforeseen circumstances, and (c) to restore the

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production of Purified Recycled Water that has been impacted by force majeure events or other factors outside of BOS's control or reasonable assumptions that may result in a GWR Project shutdown. Such actions can include immediate repairs, replacements, and especially those actions that result from an emergency declaration by the Plant Manager or Acting Plant Manager. Within 48 hours of taking any such actions, BOS shall inform LADWP via email. Upon incurrence of costs associated with such actions, BOS shall invoice LADWP for the actual expenditures on a monthly basis or as needed, and LADWP shall reimburse any invoiced amount within 45 calendar days of receipt of invoice, or in the timeline as approved by the MOC. The Parties agree that LADWP will reimburse BOS only for O&M Costs related to the GWR Project, and LADWP will not reimburse BOS for O&M Costs related to BOS's City Charter responsibilities related to the conventional wastewater treatment at Tillman in accordance with DCTWRP's NPDES Permit.

- 7.13 BOS shall operate and maintain the AWPf and Supporting Facilities with sufficient staff and resources necessary to safely operate 24 hours per day and seven days per week, as approved by the MOC.
- 7.14 BOS shall provide opportunities for training LADWP operations and maintenance staff at the AWPf at LADWP's request and expense.
- 7.15 BOS shall provide an annual report to include, at minimum, a summary of the AWPf's operations for the Contract Year; a performance summary of water quality and quantity delivered; safety and training program performance; a listing of major activities and accomplishments; identified improvement areas; identified areas of risk and mitigation; summary of public tours of the AWPf provided; anticipated major capital improvements or equipment replacement activities and costs for the next five (5) years; and a summary of staffing projections for the next two (2) years. The report shall be provided within 90 days of conclusion of the Contract Year.
- 7.16 BOS shall make its best efforts to maintain the AWPf and its equipment in accordance with manufacturer's recommendations and operate equipment per standard operating procedures, will operate and maintain to limit unexpected failure of equipment, and will apply industry best management practices during operations of the AWPf.
- 7.17 BOS shall maintain a comprehensive industrial wastewater pretreatment and pollutant source control program for controlling the discharge of wastes from point sources that could adversely affect the AWPf's water quality or production. BOS shall comply with all applicable legal and regulatory requirements with respect to its source control program.
- 7.18 BOS shall make its best efforts to maximize the amount of influent to the AWPf, including the diversion of wastewater flows, the optimal utilization of the EQ Facility, and the utilization of in-plant optimizations and improvements to allow for maximizing the production of recycled water at the AWPf.

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- 7.19 During the operations of the AWPf, the Parties will coordinate to ensure that the production of water from the AWPf aligns with the operations of the recycled water distribution system, which includes coordination on any facility shutdowns, repairs, annual maintenance, and availability of spreading facilities at Hansen Spreading Grounds, etc.
- 7.20 BOS shall make its best efforts to operate the AWPf without total plant shutdowns except for scheduled maintenance, suspension or shutdown as mandated by a regulatory agency, or as necessary to protect public health and the environment, or conditions outside of the reasonable control of BOS.
- 7.21 The Parties shall coordinate any planned plant shutdowns on an as-needed basis. The Parties shall make best effort to notify the other at least 72 hours before any planned reduction or within 24 hours following any unplanned scenario requiring a reduction in the production of Purified Recycled Water from the AWPf.

SECTION 8: ANNUAL PRODUCTION GOAL

- 8.1 In recognition of all the resources and oversight that will be provided to support the successful implementation of the GWR Project, the Parties agree that the GWR Project will be required to achieve annual production goals. The annual production goals are specifically focused on the annual production of Purified Recycled Water (Annual Production Goal) from the GWR Project, and the objective is to allow the City to maximize the production of Purified Recycled Water, and to ensure that efficient collaboration between the Parties is sustained throughout the construction and operation of the GWR Project. The following articles describe the methodology used for establishing the Annual Production Goal for the GWR Project, and the corresponding rights and responsibilities of each Party.
- 8.2 As outlined in Section 7.4 and described in Attachment C, the BOS DCTWRP Plant Manager will provide LADWP with an estimated production of Purified Recycled Water for the upcoming Contract Year. Upon approval by the MOC, this will establish the Annual Production Goal for the upcoming Contract Year.
- 8.3 The Annual Production Goal shall be quantified in acre-feet per year (AFY). The Actual Performance of the AWPf shall be taken from the Ultraviolet Advanced Oxidation Process (UV/AOP) effluent flow meter in AFY. The Parties agree that the GWR Project is expected to purify up to 25 million gallons per day (MGD) of tertiary treated water at the AWPf, and agree the GWR Project is expected to produce up to approximately 20 MGD of Purified Recycled Water suitable for groundwater replenishment and subsurface injection. The Parties also agree that these projections reflect the expected Annual Production Goal during the Start of Operations of the GWR Project in approximately 2028, and the Parties agree that the Annual Production Goal will be revised and approved on an annual basis by MOC.

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- 8.4 The Parties agree that the Annual Production Goal will be estimated by the BOS DCTWRP Plant Manager on an annual basis, and the Annual Production Goal estimate will account for a variety of future conditions which includes the age and condition of the AWPf, water conservation measures that could impact the wastewater flows to DCTWRP, future potable reuse regulations that could impact the operations of the GWR Project, availability of the spreading grounds to be utilized for replenishment by LADWP, standard maintenance and downtime of the AWPf, or any other foreseeable outages to the GWR Project that could impact the estimated Annual Production Goal. These factors which shall be considered in the establishment of the Annual Production Goal are referred to as Online Factor's, and are further described in Section 8.10.
- 8.5 The MOC shall approve the Annual Production Goal by June 1 preceding the start of the upcoming Contract Year.
- 8.6 The Parties agree that reimbursement of the MOC approved O&M Labor Costs for the Contract Year will be tied to the MOC approved Annual Production Goal. LADWP will reimburse BOS's O&M Labor Costs based on a sliding scale and in alignment with achieving the Annual Production Goal shown in Table A below. As an example, if the MOC establishes an Annual Production Goal for the Contract Year of 20 MGD, and at the end of the Contract Year, BOS has produced and delivered over 90% of the Annual Production Goal (at least 18 MGD), LADWP will reimburse BOS for 100% of its O&M Labor Costs on the GWR Project. However, if BOS only produces 50% of the Annual Production Goal (10 MGD), LADWP will reimburse BOS for 60% of its O&M Labor Costs and BOS will cover the remaining 40% of its O&M Labor costs on the GWR Project.

Annual Production Goal	LADWP's Labor Contribution	BOS's Labor Contribution
< 25%	25%	75%
≥ 25% and < 50%	40%	60%
≥ 50% and < 75%	60%	40%
≥ 75% and < 90%	80%	20%
≥ 90%	100%	0%

Table A – Annual Production Goal and Associated Cost Share of O&M Labor Cost

- 8.7 The Parties agree that the Annual Production Goal shall only apply to a cost sharing of the O&M Labor Cost, and LADWP agrees to reimburse BOS for 100% of all other O&M Costs associated with the GWR Project.
- 8.8 On a monthly basis, BOS will submit Attachment D to the MOC for the documentation and approval of the Actual Performance of the AWPf for the previous

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month, as well as the application of any relevant Online Factor exemptions (as described in Section 8.10).

- 8.9 30 days after the completion of the Contract Year, BOS will submit Attachment E to the MOC, and the MOC will evaluate the Annual Production Goal compared with the actual production of purified water produced and delivered to LADWP for that Contract Year, and will utilize Table A to ascertain if any cost sharing of O&M labor applies. If the Annual Production Goal is not achieved, and if LADWP and BOS will cost share the O&M Labor Costs, the MOC will apply Table A and determine the monetary cost share amount based on a comparison of labor costs already reimbursed by LADWP versus the percentage breakdown shown in Table A. Upon application of Table A, the MOC will provide direction to the Parties, and if a reimbursement from BOS to LADWP is required, then that invoice shall be provided by LADWP to BOS within 60 days after completion of the Contract Year, and BOS will pay the invoice within 45 days of receipt of invoice.
- 8.10 The Parties agree the following are Online Factor exemptions that will not be counted against Actual Performance, and the MOC will consider these exemptions as part of the Annual Production Goal and cost sharing responsibilities described in Section 8.9:
- 8.10.1 Power outages
 - 8.10.2 Balboa Pump Station outages or reduction in flow
 - 8.10.3 Hansen Spreading Grounds unavailable for spreading operations
 - 8.10.4 Injection wells unavailable for groundwater injection
 - 8.10.5 LADWP water infrastructure leaks or failures
 - 8.10.6 Planned AWPf outages approved by the MOC
 - 8.10.7 Future potable reuse regulations that could impact the GWR Project
 - 8.10.8 Force Majeure
 - 8.10.9 Lack of funding or a delay in approval of funding required to support the GWR Project and its Supporting Facilities- as defined in Section 2
 - 8.10.10 Other Online Factor exemptions approved by the MOC at a later time

SECTION 9: PERMIT REQUIREMENTS

- 9.1 BOS shall be responsible for any permits related to the discharges, including all waste flows generated from the AWPf. All water quality monitoring, reporting, maintenance of a record of water quality parameters, and other compliance activities associated with its existing National Pollutant Discharge Elimination System (NPDES) permit and other operational permits shall remain the responsibility of BOS. BOS shall provide LADWP copies of its reports submitted to the LARWQCB as required by the permits.

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- 9.2 LADWP shall be responsible for all water quality monitoring between LADWP's Balboa Pump Station (BPS) to groundwater extraction wells. LADWP shall make the water quality monitoring data available to BOS for regulatory compliance reporting.
- 9.3 LADWP shall obtain regulatory approvals including engineering reports, and/or other documentation required by regulatory agencies for the distribution of Purified Recycled Water beyond BPS. LADWP shall keep all the necessary records for this purpose. LADWP shall provide BOS copies of reports it submits to LARWQCB or other regulatory agencies as required by the permits.
- 9.4 The Parties shall individually assume responsibility for the administration of and compliance with all additional permits and regulations to which they are subject.
- 9.5 The Parties shall promptly notify the other and the relevant regulatory agencies of any anticipated violations of permit requirements.

SECTION 10: TERM

- 10.1 The Agreement shall be effective upon the date of the last executed signature.
- 10.2 The Agreement shall be effective for thirty-five (35) years from the day and year of execution.
- 10.3 The Parties agree that this Agreement may be amended at any time by mutual written agreement of the Parties. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the Parties' General Managers, Directors, or their delegates.
- 10.4 LADWP and BOS shall not terminate this Agreement during the construction or prior to the Operational Start Date of the GWR Project as described in Section 6. A termination clause will only be available during the Operation & Maintenance Phase of the GWR Project. In the event of termination during the O&M Phase, LADWP and BOS must mutually agree to terminate this Agreement upon a minimum of two (2) calendar year's advance written notice. Any outstanding Capital funding or financial obligations incurred will still be in effect. LADWP will provide payment for any outstanding invoices for work approved up to the termination date.
- 10.5 If this Agreement is terminated, the Parties agree to develop a plan to restore the GWR Project site to the conditions required by the applicable land use provisions, permits, and land lease requirements affecting the GWR Project site.

SECTION 11: AVAILABILITY OF RECORDS AND AUDITS

- 11.1 Upon 30-day written notice to the other Party, any Party may examine, inspect, copy, review, and audit any documents or records within the custody or control of the other

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Party upon which are based any charges or credits allowed under this Agreement. Such examination of documents and records shall be carried out during normal business hours at the site where said records are maintained in the normal course of business, at the expense of the inspecting Party and in conformance with general auditing standards and procedures. Following any inspection and/or audit pursuant to this Section, the inspecting Party shall within ninety (90) days, give written notice to the other Party of any dispute or disagreement pertaining to the performance under this Agreement.

Any inspection and/or audit pursuant to this Section may only concern documents and records that are no more than five (5) years old at the time of examination from LADWP.

BOS shall maintain, and shall require BOS's contractors, consultants and/or suppliers to maintain all records pertaining to the management of the Agreement, and related subcontracts, and performance of services pursuant to the Agreement, in their original form, including but not limited to, invoices, reports, subcontracts, documents, deliverables, employee time sheets, accounting procedures and practices, records of financial transactions, and other evidence, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., databases, applications software, database management software, utilities, etc.), sufficient to properly reflect all costs claimed to have been incurred and services performed pursuant to the Agreement and in connection with the design and construction of the GWR Project. If BOS or BOS's contractors, consultants and/or suppliers are required to submit cost or pricing data in connection with the Agreement, BOS shall maintain all records and documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. All records shall be retained, and shall be subject to examination and audit by LADWP personnel or by LADWP's agents (hereinafter referred to as Authorized Auditors), for a period of not less than four years following payment made by LADWP hereunder or the expiration date of the Agreement, whichever is later. BOS shall make said records or, to the extent accepted by the Authorized Auditors, photographs, microphotographs, etc., or other authentic reproductions thereof, available to the Authorized Auditors at BOS's offices at all reasonable times and without charge. Authorized Auditors will have the right to reproduce, photocopy, download, transcribe, and the like any such records. Any information provided by BOS on machine-readable media shall be provided in a format accessible and readable by the Authorized Auditors. BOS shall not, however, be required to furnish the Authorized Auditors with commonly available software.

BOS, and BOS's contractors, consultants and/or suppliers, as applicable to the services provided under this Agreement, shall be subject at any time within sixty (60) calendar days, prior written notice to audits or examinations by Authorized Auditors, relating to all billings and to verify compliance with all Agreement requirements

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relative to practices, methods, procedures, performance, compensation, and documentation.

Examinations and audits will be performed using generally accepted auditing practices and principles and applicable City, County, State and Federal government audit standards. For consultants, subconsultants, and suppliers that utilize or are subject to Federal Acquisition Regulation, Parts 30 and 31, et seq., accounting procedures, or a portion thereof, examinations and audits will utilize such information.

To the extent that the Authorized Auditor's examination or audit reveals inaccurate, incomplete, or noncurrent records, or records are unavailable, the records shall be considered defective.

Consistent with standard auditing procedures, BOS will be provided 60 calendar days to review the Authorized Auditor's examination results or audit and respond to LADWP prior to the examination or audit's finalization and public release.

If the Authorized Auditors' examination or audit indicates BOS or LADWP has been overpaid under a previous invoice, the identified overpayment amount shall be paid by BOS to LADWP, or by LADWP to BOS, within 90 calendar days of notice to the respective Party.

If applicable, BOS shall contractually require all contractors, consultants and suppliers performing services under this Agreement to comply with the provisions of this section by inserting this provision within the General Conditions in each contractor's contract and by contractually requiring each subcontractor to insert this provision in any of its subcontractor contracts related to services under the Agreement. In addition, BOS, their contractors, consultants, and/or suppliers, shall also include the following language in each contract:

"The Los Angeles Department of Water and Power (LADWP) is a third-party beneficiary of the foregoing audit provision. The benefits of the audit provision shall ensure solely for the benefit of LADWP. The designation of LADWP as a third-party beneficiary of the audit provision shall not confer any rights or privileges on BOS, contractors, consultants or any other person/entity."

If an examination or audit undertaken pursuant to Section 6: Temporary Suspension or Delay of Work and Section 9: Cost of Work; Payments to Contractors provisions of the General Conditions reveal that BOS overpayment to the Design-Build contractor/Consultant is more than five percent of the billings reviewed, BOS shall pay all expenses and costs incurred by the Authorized Auditors arising out of or related to the examination or audit. Such examination or audit expenses and costs

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shall be paid by BOS to LADWP within ninety (90) calendar days of notice to BOS of the costs and expenses.

The provisions of this section shall survive expiration or termination of the Agreement.

- 11.2 All notices provided under this Agreement shall be in writing via email and, unless otherwise provided herein, shall be deemed valid given on the date electronically read, read receipt requested. All notices, demands, or requests shall be addressed to the following:

LADWP: Anselmo Collins
 Senior Assistant General Manager
 Los Angeles Department of Water and Power

Phone: (213) 367-1022
Anselmo.Collins@ladwp.com

BOS : Sarai Bhaga
 Chief Financial Officer
 Bureau of Sanitation

Phone: (213) 485-2210
Sarai.Bhaga@lacity.org

- 11.3 Any of the Parties may, by written notice to the other Party, change the name or address of the person to receive notices pursuant to this Agreement.
- 11.4 The Parties agree to include in all material, publications, press releases, signage, and communications concerning the GWR Project that the Parties are Project partners.
- 11.5 Neither Party shall have a financial obligation to the other Party under Agreement, except as herein expressly provided.
- 11.6 The Agreement may be modified only by mutual written consent of the Parties. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the Parties' General Manager or their designees.
- 11.7 This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf or signatures in another electronic format agreed by both Parties and sent by email shall be deemed original signatures.

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- 11.8 No amendment or waiver of any provision of this Agreement, nor consent to any departure from any provision of this Agreement, shall be effective unless in writing and signed by each Party, and then such waiver or consent shall be effective only in the specific instances and for the specific purpose given.
- 11.9 No Party shall have the authority to incur any debt, obligation, or liability on behalf of another Party unless expressly provided by written agreement of the Parties. No employee, agent, or officer of any Party shall be deemed for any purpose whatsoever to be an agent, employee or officer of another Party.
- 11.10 This Agreement shall be interpreted, construed, and governed according to the laws of the State of California without regard to conflict of law principles.
- 11.11 Each Party acknowledges that it was represented by legal counsel during the preparation, negotiation and execution of this Agreement, and that it has had a full and fair opportunity to review and revise the terms of this Agreement. Each Party further agrees that this Agreement has been jointly drafted, and that no term contained herein shall be construed against or in favor of another Party.
- 11.12 This Agreement is not intended, and will not be construed, to confer a benefit or create any right on a third party or the power or right to bring an action to enforce any of its terms.
- 11.13 If any provision of the Agreement is determined by any court to be invalid, illegal, or unenforceable to any extent, the remainder of the Agreement shall not be affected and shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in the Agreement.
- 11.14 The Agreement contains the full and complete agreement between the Parties. No verbal agreement or conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of Agreement.

SECTION 12: OTHERS

- 12.1 LADWP will be financially responsible for any costs arising out of any lawsuits, causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees, and cost of litigation, that relate to or arise out of the GWR Project, except for those resulting from the acts, errors, omissions, or negligence of BOS or any of its boards, officers, agents, employees, assigns and successors in interest, or subject to indemnification by contractors retained by BOS that were responsible for the construction of the GWR Project or as to any claim that is related to any warranty provided by the contractors responsible for the construction of the GWR Project. LADWP will be financially responsible for any lawsuits, causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees, and cost

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of litigation, that relate to or arise out of the operation of the GWR Project upon completion of the construction of the Project, except for those resulting from the negligence of BOS or any of its boards, officers, agents, employees, assigns and successors in interest, or subject to any indemnification or warranty provided by the contractor retained by BOS that are responsible for the operation of the GWR Project.

- 12.2 The Parties agree that for any new or amendments of laws and orders imposed or enacted after the Effective Date of this Agreement, relative to (a) the construction or operation of the GWR Project, (b) the utilization of water, (c) the disposal of by-products, or (d) the disposal of GWR Project wastes returned to the BOS Conveyance System, the matter of compliance and liability will be discussed and agreed upon in a future amendment to this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly Authorized Representatives.

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
OF THE CITY OF LOS ANGELES BY
BOARD OF PUBLIC WORKS COMMISSIONERS OF
THE CITY OF LOS ANGELES

By:

President, Board of Public Works

Date: _____

By:

Commissioner, Board of Public Works

Date: _____

By:

Barbara Romero
Director and General Manager

Date: _____

AGREEMENT NO. WR-24-1000

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly Authorized Representatives.

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

By signing below, the signatories attest that they have no personal, financial, or familial interest in this contract.

By: _____

JANISSE QUINONES
Chief Executive Officer and General Manager

Date: _____

And: _____

CHANTE L. MITCHELL
Board Secretary

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Acknowledged:

DEPARTMENT OF PUBLIC WORKS
BUREAU OF SANITATION
OF THE CITY OF LOS ANGELES BY
BOARD OF PUBLIC WORKS COMMISSIONERS OF
THE CITY OF LOS ANGELES

By: _____

SARAI BHAGA
Chief Financial Officer

Date: _____

AGREEMENT NO. WR-24-1000

Acknowledged:

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

By signing below, the signatories attest that they have no personal, financial, or familial interest in this contract.

By: _____

ANN SANTILLI
Chief Financial Officer

Date: _____