

C-83502

4/2/21

RECLAIMED WATER AGREEMENT

between

WEST BASIN MUNICIPAL WATER DISTRICT

and

CITY OF LOS ANGELES

AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND WEST BASIN
MUNICIPAL WATER DISTRICT, FOR TRANSPORTING SECONDARY EFFLUENT
FROM THE HYPERION WASTEWATER TREATMENT PLANT FOR TERTIARY
TREATMENT BY WEST BASIN AND, THEREAFTER, BENEFICIAL REUSE OF THE
RECLAIMED WATER

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RECLAIMED WATER

THIS AGREEMENT is made and entered into this second day
of July, 1991 by and between the CITY OF LOS ANGELES
(CITY), a municipal corporation, and WEST BASIN MUNICIPAL WATER
DISTRICT (WEST BASIN).

RECITALS

WHEREAS, CITY, acting through its DEPARTMENT OF PUBLIC WORKS
(PUBLIC WORKS), currently treats approximately 400 million gallons
per day (MGD) of wastewater at its Hyperion Wastewater Treatment
Plant; and

WHEREAS, CITY is committed to maximizing beneficial reuse of
wastewater effluent which is discharged into the Santa Monica Bay
from the Hyperion Treatment Plant; and

WHEREAS, CITY and WEST BASIN desire to reduce the demand for
imported water and substantially increase the usage of reclaimed
water; and

WHEREAS, THE LOS ANGELES DEPARTMENT OF WATER AND POWER (DWP) pursuant to the charter of the CITY is authorized to supply and distribute reclaimed water to consumers, and, to public agencies for specified purposes; and

WHEREAS, WEST BASIN is responsible for providing wholesale water service to a number of public water purveyors and users in the South Bay area of Los Angeles County; and

WHEREAS, WEST BASIN has proposed a project to receive and transport surplus secondary treated effluent from the Hyperion Treatment Plant to a tertiary treatment plant to be built and administered by WEST BASIN for the purpose of further treating and then distributing the resulting reclaimed water; and

WHEREAS, CITY intends to construct additional secondary treatment facilities at HYPERION; and

WHEREAS, WEST BASIN intends to construct a reclaimed water distribution system to serve the communities of El Segundo, Inglewood, Hawthorne, Lawndale, Manhattan Beach, Hermosa Beach, and Redondo Beach.

NOW, THEREFORE, in consideration of the foregoing and of the benefits which will accrue to the parties hereto in carrying out the terms and conditions of the Agreement, it is understood and agreed by and between the parties hereto as follows:

HYPERION:

Hyperion Wastewater Treatment Plant

INDIRECT COSTS:

Those costs that are incurred for a common or joint purpose benefitting more than one cost objective and are not readily assigned to the cost objective specifically benefitted.

These costs are allocated and include, but are not limited to, administrative and general expenses, retirement and death benefits, health care costs, supervision and engineering, stores handling, transportation and construction equipment, and shop services expenses. Indirect Cost allocations and the method of calculation are subject to change, from time to time, to reflect changes in such expenses. Indirect Costs will be calculated using those percentages in effect at the time of billing.

MGD:

Million gallons per day

PUBLIC WORKS:

The City of Los Angeles Department of Public Works

PUBLIC WORKS PROJECT: The Hyperion Full Secondary/C-109 Secondary Facilities, Phase I Project Construction

WEST BASIN: West Basin Municipal Water District

WEST BASIN PROJECT: The pump station and other facilities to be built within the Hyperion Treatment Plant boundaries as further described in the plans and specifications as approved by the CITY which purpose is to convey secondary treated effluent to WEST BASIN's tertiary water reclamation facility in El Segundo.

ARTICLE 3 - PROJECT DESCRIPTION

The WEST BASIN PROJECT consists of a pump station and other facilities to be constructed at the Hyperion Treatment Plant, which project facilities shall be owned and paid for by WEST BASIN and operated by the CITY to receive and transport surplus secondary treated effluent from the Hyperion Treatment Plant to a tertiary water reclamation plant which shall be constructed and operated by WEST BASIN in El Segundo for the purpose of distributing the resulting tertiary treated reclaimed water to water purveyors and users. The entire WEST BASIN PROJECT shall be funded by WEST BASIN, shall be located on property owned by the CITY and shall be constructed as part of the CITY's C109 Project by a contractor chosen by the CITY's competitive bid process and operated by the CITY'S DEPARTMENT OF PUBLIC WORKS after completion of construction. To accomplish the purposes of this Agreement, WEST BASIN must design and fund, and CITY must construct and operate a wastewater effluent pump station and connecting facilities at Hyperion. For

convenience, the effluent pump station and appurtenances necessary to convey secondary treated effluent from the Hyperion effluent conduit to the tertiary water reclamation plant shall hereinafter be referred to as the WEST BASIN PROJECT.

ARTICLE 4- RESPONSIBILITIES OF AND TASKS TO BE PERFORMED BY WEST BASIN

- 4.1 WEST BASIN shall prepare plans, specifications, and environmental documents and obtain all necessary permits from all appropriate regulatory agencies for the WEST BASIN PROJECT.
- 4.2 The plans and specifications for the WEST BASIN PROJECT shall conform to and be compatible with the plans and specifications for the PUBLIC WORKS PROJECT.
- 4.3 WEST BASIN shall provide the CITY with a cost estimate of the WEST BASIN PROJECT, approved by the CITY Engineer, at the time of approval of said plans and specifications by the CITY.
- 4.4 WEST BASIN may inspect the WEST BASIN PROJECT during construction with reasonable notice to the CITY.
- 4.5 WEST BASIN shall not communicate directly with the CITY's prime contractor or its subcontractors without prior approval from the City Engineer.
- 4.6 WEST BASIN is further responsible for the cost of all start-up activities including but not limited to preparation of