

**Memorandum of Understanding Between
Water Replenishment District of Southern California and
West Basin Municipal Water District for
Study to Reduce Groundwater Use at bp Refinery**

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This Memorandum of Understanding is entered into as of [INSERT DATE] by and among Water Replenishment District of Southern California (hereafter "WRD"), and West Basin Municipal Water District, (hereinafter "WBMWD").

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RECITALS

WHEREAS, the State of California has declared that the use of potable domestic water for non-potable uses is a waste or an unreasonable use of water,

WHEREAS, WRD's mission is to maintain and enhance the groundwater basins in Los Angeles County,

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WHEREAS, a reduction in the amount of water pumped from a groundwater basin reduces the effort needed to enhance and maintain the basin,

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WHEREAS, WBMWD is a municipal water district with the legal authority to produce and wholesale recycled (non-potable) water to customers,

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WHEREAS, WBMWD produces high quality recycled water at the Juanita Millender McDonald Carson Regional Water Recycling Facility (Carson Plant) that is used as an alternative to potable water use at the bp [full name of bp entity and facility] ("bp") Refinery in Carson, CA for a portion of bp's water needs, and

WHEREAS, bp[^] has the potential to use additional recycled water in place of groundwater it currently pumps,

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WHEREAS, bp has, under separate agreement, agreed to study using additional recycled water in place of potable and groundwater it is currently using, and

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WHEREAS, bp has also agreed to reimburse the cost of this study if they decide not to proceed with the recycled water project.

NOW THEREFORE, the parties agree and covenant as follows:

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Provisions of Memorandum

- WRD and WBMWD shall perform a joint project with bp to study the potential of expanding the Carson Plant to serve additional recycled water to bp in order to reduce groundwater pumping.
- WRD and WBMWD will share equally in the cost of the study which ultimately will be paid for by bp, either as a cost reimbursement if the project does not go forward or by including the cost of the study into the project if it does go forward.
- The cost estimate for the study is \$385,200. WBMWD shall administer the study and invoice WRD one half the actual costs within 30 days after receipt of invoice from contractor. Invoice from WBMWD will include a copy of the original contractor invoice.
- WRD will in turn, pay WBMWD within 30 days of receipt of the invoice.
- Invoices / payments will be sent to:

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<u>Accounts Receivable</u>	<u>Accounts Payable</u>
<u>WBMWD</u>	<u>WRD</u>
<u>17140 S. Avalon Blvd.</u>	<u>4040 Paramount Blvd.</u>
<u>Carson, CA 90746</u>	<u>Lakewood, CA 90712</u>

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APPROVED:

WEST BASIN MUNICIPAL WATER DISTRICT

By: _____
Rich Nagel, General Manager

APPROVED AS TO FORM:

By: _____
Steve O'Neil, District Counsel

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WATER REPLENISHMENT DISTRICT

By: _____
Robb Whitaker, General Mgr.

By: _____
, District Counsel

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