

AGREEMENT NO. WXXXX

FOR

RECYCLED WATER PIPELINE CONSTRUCTION AT CALLE MAYOR MIDDLE SCHOOL

This Agreement between Torrance Unified School District ("TUSD") and West Basin Municipal Water District's ("WBMWD") is for construction of a pipeline to serve recycled water to South High School, is entered into as of (Date) (the "Effective Date").

I. RECITALS

- 1) WHEREAS, WBMWD is a municipal water district formed pursuant to the Municipal Water District Law of 1911, California Water Code Section 71000 *et. seq.* Among other things, WBMWD is authorized to sell or otherwise put to beneficial use recycled water that it produces;
- 2) 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;
- 3) WHEREAS, WBMWD owns and operates the West Basin Water Recycling Facility ("Recycling Facility"). WBMWD operates this facility pursuant to a permit ("Regional Board Permit") issued by the Los Angeles Regional Water Quality Control Board ("Regional Board");
- 4) WHEREAS, WBMWD has constructed a recycled water pipeline (the Anza Lateral) in the City of Torrance in furtherance of its goal of replacing imported potable water with recycled water for non-potable uses;
- 5) WHEREAS, TUSD is a school district serving grades K – 12 within the City of Torrance, CA, including Calle Mayor Middle School and South High School that could be served recycled water for irrigation purposes by the WBMWD Anza Lateral;
- 6) WHEREAS WBMWD and TUSD desire to make recycled water available and useful to all potential TUSD sites; and
- 7) WHEREAS, construction of individual pipelines though Calle Mayor Middle School property to South High School provides mutual benefit for both TUSD and WBMWD as an alternative to constructing pipeline to reach South High School via a different alignment.

Now, therefore, TUSD and WBMWD enter into the following agreement:

II. TERMS OF THE AGREEMENT

For good and valuable consideration, including the promises and covenants contained herein, the Parties agree as follows:

- 1) Pipeline Construction
 - A) WBMWD will design and construct a pipeline to connect the recycled water meters provided by the City of Torrance at a location on the north side of the Calle Mayor Middle School premises, and extending through the Calle Mayor Middle School property, to connect with the irrigation system for the South High School irrigation system (see Exhibit A).
 - B) Pipeline will be purple PVC (C900-97, CL200) pipe.
 - C) Pipeline will be sized to provide adequate volume and pressure to the irrigation system existing at South High School at the time of completion of the pipeline.
- 2) Disruption of Property - As part of the construction of the pipelines within the property of TUSD, disruption to the grounds and landscape will take place, WBMWD will return the property to its pre-project condition or as otherwise agreed by both parties.
- 3) Funding - WBMWD will pay the entire cost for design and construction of the pipeline. Construction of this pipeline will enable WBMWD to avoid the cost to construct a pipeline around to the south of South High School within Pacific Coast Highway.
- 4) Ownership
 - A) The pipeline, from the meter assembly to the existing irrigation systems, will be the property of the TUSD upon completion of the pipeline construction (including passing pressure testing).
 - B) WBMWD will also assist the site with conversion to recycled water including - retrofit engineering design, inspection and consultation during retrofit process to assure regulatory compliance, coordination of LA County Department of Public Health (LA DPH) inspection, and payment of LA DPH inspection and plan check fees.
 - C) TUSD will be responsible for actual retrofit construction, and recycled water meters / connection fees with local purveyors (City of Torrance) at the above mentioned sites.
- 5) Operation and Maintenance - TUSD will be responsible for any further maintenance or repair to the pipeline after completion of construction.
- 6) Additional Provisions
 - A) Indemnification
 - (1) TUSD shall hold harmless, defend at its own expense, and indemnify WBMWD, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of TUSD or its officers, agents, or employees in rendering services under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising solely from WBMWD's negligence or willful acts.
 - (2) WBMWD shall hold harmless, defend at its own expense, and indemnify TUSD, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all acts or omissions to act of WBMWD or its officers, agents, or employees in rendering services under this agreement;

excluding, however, such liability, claims, losses, damages, or expenses arising solely from TUSD's negligence or willful acts.

B) Attorney's Fees

If any action is instituted to enforce this Agreement, the prevailing party shall be reimbursed all reasonable attorneys' fees, costs of collection, as well as any other costs and expenses incurred in connection with the enforcement effort.

C) Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

D) Integration

This Agreement represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

E) Notices

Notices shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed as follows:

If to WBMWD:

West Basin Municipal Water District
Attn: General Manager
17140 S. Avalon Blvd., Suite 210
Carson, CA 90746
Tel.: (310)-217-2411
Fax: (310)-217-2414

With a Copy to:

Steven P. O'Neill
Lemieux & O'Neill
2393 Townsgate Road, Suite 201
Westlake Village, CA 91361
Tel: (805) 495-4770
Fax: (805) 495-2787

If to TUSD:

Torrance Unified School District
Attn: Dr. Don Stabler, Deputy Superintendent
2632 W. 237th St.
Torrance, CA 90505

Torrance Unified School District

By: _____
Superintendent

By: _____

WEST BASIN MUNICIPAL WATER
DISTRICT

By: _____
Rich Nagel, General Manager

By: _____
Secretary, Board of Directors

Approved As to Form:

Attorney for School District

By: _____
Attorney

LEMIEUX & O'NEILL

By: _____
Steven P. O'Neill