

**Memorandum of Understanding Between
City of Los Angeles and
West Basin Municipal Water District for a
Water Quality Improvement Project at the
City of Los Angeles' Hyperion Treatment Plant**

This Memorandum of Understanding is entered into as of _____ by and among the City of Los Angeles (hereafter "CITY"), and West Basin Municipal Water District, (hereinafter "WBMWD").

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, CITY, acting through its DEPARTMENT OF PUBLIC WORKS (PUBLIC WORKS), currently treats up to 305 million gallons per day (MGD) of wastewater at its Hyperion Treatment Plant (Hyperion); and

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

WHEREAS, WBMWD currently receives and transports surplus secondary treated effluent from the Hyperion Treatment Plant for further treating and distributing the resulting reclaimed water as prescribed in MOU C-83502 dated July 3, 1991; and

WHEREAS, CITY in MOU C-83502 agreed to use its best efforts to supply secondary effluent from HYPERION which would conform to the legal requirements established from time to time by the Environmental Protection Agency (EPA), the California Regional Water Quality Control Board – Los Angeles Region (CRWQCB) or such other federal or state regulatory agency as may have authority thereover; and

WHEREAS, WBMWD desires to conduct a full scale pilot chemical injection installation at Hyperion to determine if Hyperion secondary effluent quality can be further improved by addition of ferric chloride/ferric sulfate; and

WHEREAS, WBMWD is a public utility in the business of, producing and wholesaling recycled (non-potable) water to customers,

NOW THEREFORE, the parties agree and covenant as follows:

Provisions of Memorandum

1. The purpose of this MOU is to identify the responsibilities and establish the services to be performed by WBMWD and CITY with respect to conducting a full scale demonstration test by adding ferric chloride/ferric sulfate to selected secondary clarifiers (up to four) at Hyperion.
2. Responsibilities of and tasks to be performed by WBMWD:
 - o WBMWD shall hire a consultant to develop a protocol describing the test procedures, sampling locations, sampling frequency, and constituents to test. This consultant shall also design a temporary ferric chloride/sulfate feed system to be used for the test. The temporary system shall be located at Hyperion. The consultant shall evaluate up to three sites for the feed system and recommend the best alternative.
 - o WBMWD shall pay for the consultant developing the protocol and design of the temporary ferric chloride/sulfate feed system.
 - o WBMWD shall obtain and pay for all plan check and necessary permits to construct the demonstration project.
 - o WBMWD shall pay for the equipment and construction of the temporary ferric chloride/sulfate feed system.
 - o WBMWD shall operate the temporary ferric chloride/sulfate feed system.
 - o WBMWD shall be responsible for maintenance of all equipment and systems installed on the Hyperion site as part of this demonstration project.
 - o WBMWD shall monitor the water quality improvements over the test period.

- WBMWD shall pay for the decommissioning of the temporary ferric chloride/sulfate feed system. The site should be returned to its original condition.
- WBMWD shall be responsible for ordering and payment of all chemicals delivered and used as part of this demonstration project.
- WBMWD shall pay for all electrical power to operate site.
- WBMWD shall reimburse CITY for any accidental spill clean-up associated with the demonstration project. This includes but is not limited to spills resultant of faulty design, equipment failures, chemical off-loading, or any other spills of chemical. CITY will prepare estimate of clean-up activities and submit to WBMWD for reimbursement.
- Equipment, tanks and piping are limited to the site in the attached drawing. Any changes and/or modifications to the process equipment must be made in writing to CITY, and CITY approval shall be obtained before any construction of changes/modifications is undertaken.
- WBMWD contractor shall abide by all City (Hyperion) protocol for on-site construction activities, including site safety, construction site housekeeping, and the processing of Special Plant Accommodation (SPA) forms.
- At the conclusion of the demonstration project, WBMWD shall prepare a report of findings and recommendations. Three (3) copies of the report shall be provided to Hyperion staff.

3. Responsibilities of and task to be performed by CITY.

- CITY shall review and approve the protocol and design of the temporary system including approval of site location, design drawings and specifications, and construction lay-down area.
- CITY shall prepare an electrical bill at the conclusion of the test and submit to WBMWD for reimbursement. The electrical bill shall be estimated based on equipment installed and power needs.
- CITY shall allow WBMWD access to temporary ferric chloride/sulfate feed system site.

- CITY shall have the right to shut-down system at CITY's discretion as determined to meet safety and/or operational needs. CITY will inform WBMWD of this decision.
4. The full scale demonstration test shall be in place for three months from demonstration start-up.
 5. INDEMNIFICATION
 - (a) CITY 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 CITY 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.
 - (b) WBMWD shall hold harmless, defend at its own expense, and indemnify CITY, 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 CITY's negligence or willful acts.
 6. ASSIGNMENT – Neither party shall assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the other party.
 7. APPLICABLE LAW - This Agreement shall be construed in accordance with and governed by the laws of the State of California.
 8. 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.

IN WITNESS HEREOF, the parties hereto have executed this MOU on the day and year written below.

WEST BASIN MUNICIPAL WATER DISTRICT

CITY OF LOS ANGELES

By: _____
Richard Nagel
General Manager

By: _____
Enrique C. Zaldivar
Director, Bureau of Sanitation

APPROVED AS TO FORM:

Carmen A. Trutanich, City Attorney

By: _____
Steven O'Neil
District Counsel

By: _____
Edward M. Jordan,
Assistant City Attorney

ATTEST:
June Langmay, City Clerk

By: _____
Deputy Clerk

Date: _____