

**LETTER OF INTENT TO COLLABORATE ON THE DEVELOPMENT OF A FUTURE
MEMORANDUM OF UNDERSTANDING RELATED TO ADVANCED TREATED WATER
DELIVERY SYSTEMS BETWEEN THE METROPOLITAN WATER DISTRICT OF SOUTHERN
CALIFORNIA AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT**

This LETTER OF INTENT (LOI) is made by and between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (Metropolitan) and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), who may be referred to individually as "Party" or collectively as "Parties."

BACKGROUND

- A. Metropolitan and County Sanitation No. 2 of Los Angeles County (Sanitation District) are working together to develop a Regional Recycled Water Program (Program). The objective of the Program is to produce up to 150 million gallons per day (MGD) of advanced treated water from a new advanced water treatment (AWT) facility located at the Sanitation District's Joint Water Pollution Control Plant in Carson, California (Metropolitan AWT Facility). The Program's development may be phased, starting at lower levels of production with the potential to build up to 150 MGD of production as demands and conditions warrant.
- B. If the Program is finalized and approved by Metropolitan's Board of Directors, it will also include plans for the development of a conveyance system consisting of approximately 60 miles of pipeline and a series of pump stations (AWT Conveyance System). The AWT Conveyance System could potentially deliver up to 150 MGD of treated water to the Central, West Coast, Orange County and Main San Gabriel Groundwater Basins. The alignment of the AWT Conveyance System could potentially include facilities and property owned by the LACFCD and delivery locations along the alignment could potentially include existing groundwater spreading basins operated by the LACFCD. Metropolitan has divided the pipeline alignment into five segments for consideration of a phased construction approach.
- C. Due to the size, complexity and anticipated capital investment required of the Program, Metropolitan desires to coordinate and collaborate with the LACFCD, as appropriate, during the developmental stages of the Program. Such coordination and collaboration will help ensure that the AWT Conveyance System is planned, designed, constructed, and operated in a manner consistent with the facilities and property of the LACFCD, and will enable the parties to explore the feasibility and desirability of utilizing the facilities and property of the LACFCD in the AWT Conveyance System.

TERMS

1. INTENT AND COMPONENTS:

- a. It is the intent of the Parties to collaborate in the development of a potential future MOU memorializing the respective roles and responsibilities of the Parties in regard to a cooperative study of the feasibility, benefits and challenges of utilizing the facilities and property of the LACFCD in the AWT Conveyance System.
- b. The cooperative study could include the following topics:
 - i. Help ensure continuity and compatibility of the AWT Conveyance System with LACFCD's facilities, operations, and property;
 - ii. Identify and examine potential water quality issues and specifications related to utilizing the LACFCD's facilities and property in the AWT Conveyance System;
 - iii. Identify related research, testing, and other technical collaborations;
 - iv. Identify potential opportunities for collaboration on regulatory developments related to the Program and LACFCD's facilities, operations, and property; and
 - v. Identify additional areas for collaboration and mutual support.
- c. The Parties intend that the potential future MOU could include collaboration on any additional, more detailed studies that the Parties determine are necessary to evaluate the feasibility, benefits and challenges of utilizing the facilities and property of the LACFCD in the AWT Conveyance System. These studies may include the economic and technical feasibility, financing needs, right of way and permitting requirements, environmental and regulatory compliance obligations, brine discharge requirements, and engineering, construction, operational, and water quality specifications.

2. The provisions of this LOI represent a statement of the Parties' general intent only and shall not be binding on either Party. Neither Party shall have any obligation to enter into any MOU, and no course of conduct of the Parties shall evidence any binding obligations. Each Party fully understands that whether or not to enter into any future MOU as well as the terms and conditions of that MOU are subject to approval by the Chief Engineer of the Los Angeles County Flood Control District or its Board of Supervisors, as appropriate, and the Metropolitan Board of Directors, and that no Party shall have any legal obligations to the other unless and until all of the terms and conditions of the proposed MOU have been negotiated and agreed to by all Parties and set forth in the proposed MOU, and signed and delivered by all Parties.

3. NOTICES

Any notice under this LOI must be in writing and addressed as follows:

The Metropolitan Water District of Southern California
Post Office Box 54153
Los Angeles, CA 90054-0153
Attn: John Bednarski, Group Manager, Engineering Services
With a courtesy copy by email to: jbednarski@mwdh2o.com

Los Angeles County Flood Control District
900 S. Fremont Ave.
Alhambra, CA 91803
Attn: Dan Lafferty, Deputy Director
With a courtesy copy by email to: dlaff@dow.lacounty.gov

A properly addressed notice will be effective on the day of delivery, if delivered directly by a Party or by a nationally recognized delivery service, or on the third day after mailing, if sent postage prepaid by United States Mail. The Parties shall transmit a courtesy copy of any notice to the other Party by email on the day the notice is sent.

Either Party may change the address listed in this section by providing five days' notice to the other Party. The Parties are signing this LOI in duplicate originals.

4. COUNTERPARTS

This LOI may be executed in counterparts, and signatures transmitted via facsimile or electronic mail shall be deemed to be originals.

**THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA**

Jeffrey Kightlinger

By: _____


General Manager

Date: _____

9/18/20

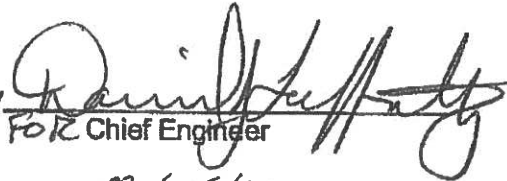
APPROVED AS TO FORM:

Marcia Scully

By: _____


General Counsel

**LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,**
A body corporate and politic

By 
FOR Chief Engineer

Date: 8/5/20

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy

[Faint handwritten notes or stamps]