

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SANTA ANA WATERSHED PROJECT AUTHORITY
AND THE RIVERSIDE PUBLIC UTILITIES**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the **Santa Ana Watershed Project Authority**, hereinafter referred to as "SAWPA," and the **CITY OF RIVERSIDE, THROUGH ITS DEPARTMENT OF PUBLIC UTILITIES**, hereinafter referred to as "RPU" or "Riverside Public Utilities." SAWPA and RPU may be individually referred to as "Party", and collectively referred to as the "Parties".

TITLE

Implementation and Administration of the Water-Energy Community Action Network Project

PURPOSE

The purpose of this MOU is to establish the roles and responsibilities of SAWPA and RPU during the implementation and administration of the Water-Energy Community Action Network Project ("Project").

STATEMENT OF MUTUAL BENEFIT OF INTEREST

Consistent with the Transformative Climate Communities Program Implementation Round 3 Grant Agreement between the California Strategic Growth Council ("SGC") and RPU ("Grant Agreement"), SAWPA, a sub-grantee to RPU, is responsible to appropriately disburse all of the \$592,417 in State grant funds for implementation of the Project.

Consistent with the Grant Agreement, the Project will implement water conservation measures on residential properties in the Project Area which covers RPU's service area, attached as Exhibit A to this MOU. Per the mapping tool used by SGC - CalEnviroScreen 3.0 - the census tracts in the Project Area score a pollution burden of over 94%.

To attain water conservation savings, SAWPA's contractor will remove approximately 100,000 square feet of turf grass and replace it with drought tolerant landscaping on residential properties in the Project Area.

The turf removal portion of the Project will be funded by matching funds from the Grant Agreement with RPU's cost share.

RIVERSIDE PUBLIC UTILITIES SHALL:

1. Pay to SAWPA a total of \$100,000 over the three-year life of this program. An equal expenditure disbursement will be made annually (i.e. \$33,333.33) with the first disbursement being made within 30 days of the execution of this MOU. The total contribution of \$100,000 will be made for the purpose of removing approximately 100,000 square feet turf grass and replacing it with drought tolerant landscaping on residential properties in the Project Area.
 - a. If the Project has a higher than expected rate of participation, SAWPA may request and receive earlier disbursement of the second and third annual disbursements if approved in writing by RPU.
2. Coordinate with SAWPA on outreach messages and strategies by the SAWPA outreach contractor and subcontractors. This coordination will allow a consistent and effective message of the benefits of turf removal and water conservation.
3. Keep records of the disbursement and documents related to the Project until March 31, 2032, unless otherwise amended in the Grant Agreement.

SAWPA SHALL:

1. Use the \$100,000 received from RPU in conjunction with grant funds to remove approximately 100,000 square feet of turf grass and replace it with drought tolerant landscaping on residential properties in the Project Area. SAWPA will use the upfront payment from RPU to pay SAWPA's contractor(s) for work accomplished even while waiting for State reimbursement of the grant funded portion of the Project cost, and will thereby obtain a better unit price from the contractor(s).
2. Use SAWPA's portion of the project funds, \$592,417, received under the California Strategic Growth Council (SGC) for a Transformative Climate Communities (TCC) Implementation grant funded by California's Cap-and-Trade Program the Water Energy Community Action Network's turf removal program.
3. Use its best efforts to maximize the use of the \$100,000 for project implementation.
4. At the conclusion of the last customer's residential project included in the Project, return to RPU any unused funds remaining from RPU's upfront \$100,000 payment.
5. Utilize fiscal control and accounting procedures sufficient to permit tracing of the disbursed funding to a level of expenditure adequate to establish that such funds have not been used in violation of state law, the MOU or the Grant Agreement.
6. Wear visible identification badges.
7. Account for the money disbursed pursuant to this MOU separately from all other SAWPA funds.
8. Maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied.
9. Keep complete and accurate records of all receipts, disbursements, and any interest earned on expenditures of such funds.
10. Administer the project, contract for service providers for project implementation, inspect contractor work, and accept or reject that work.
11. Require its contractor(s) to collect an appropriate deposit of \$100.00 from each participating resident to minimize the canceling of participation by the residents while implementation is proceeding and Project costs have been incurred, and return each resident's deposit to the resident once the project work at that residence is accepted as complete. Deposited funds not refunded due to cancellation of participation shall be used for implementation costs for the overall Project.
12. Have its contractor or subcontractors collect information from RPU's customers such as enrollment and closeout certified by participating residents.
13. Require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices and store them securely.
14. Coordinate with RPU on outreach messages and strategies, and, with State grant funds from the Grant Agreement, utilize contractors and subcontractors to conduct outreach within RPU's service area by coordinating messages, outreach strategies and general conduct with RPU.

TERM

This MOU shall become effective on the date it is executed by RPU. This MOU will remain in effect for the length of the Grant Agreement.

EXTENSION OF TERM

This MOU may be extended only by a written amendment signed by the Parties.

AMENDMENTS TO MOU

This MOU may be amended only in writing mutually agreed to and signed by the Parties.

TERMINATION

Either Party may terminate its participation in this MOU for cause by providing notice to the other party of the cause for termination, allowing thirty (30) days for the other Party to cure the cause, and then providing thirty (30) days prior written notice to the other Party of the intention to terminate the MOU.

City of Riverside

Santa Ana Watershed Project Authority

Al Zelinka
City Manager

Date

Richard E. Haller 1/19/2021

Richard E. Haller
General Manager

Date

Approved as to Form:

By: Susan Wilson

Assistant City Attorney