

City of Riverside, SAWPA and NV5G/Quantum Spatial (Parties) Participating Memorandum of Understanding (MOU)

For Participating in the Proposition 84 Grant Funded
Water Use Efficiency Budget Assistance Project (Project)

The Santa Ana Watershed Project Authority (SAWPA) is working with its member agencies and other water agencies to use grant funding provided by the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Proposition 84, Chapter 2) to implement the Project. NV5 Geospatial d/b/a/ Quantum Spatial (NV5G) has been selected by SAWPA through a request for proposals to implement the Project in partnership with approximately 10 selected water districts.

Section 1. Roles and Responsibilities

1.1 Participating Water District, City of Riverside (District) Roles and Responsibilities:

1. Submit District questionnaire form, attend data overview meeting with SAWPA, provide data ("Data") as defined in Section 2 in a timely manner, respond to SAWPA and NV5G in a timely manner.
2. Review data and map products from NV5G, and submit markups and changes in a timely manner.
3. Work with NV5G to coordinate outreach to dedicated landscape meter customers in a timely manner.

1.2 NV5G's Roles and Responsibilities:

1. Analyze retail water District billing system queries to identify dedicated irrigation meter customers, customer type (such as parks or homeowner associations), their water usage and their likely location in the District's service area.
2. Create an agreed upon customer contact list with participating District and NV5G with specific locations for potential in-field visits (if necessary) at the water meter locations.
3. Schedule outreach to customers, including phone-based meetings, virtual conference calls, or as a fallback option, in-field meetings.
4. For the customers on the contact list, calculate the area measurements and geo-referenced boundaries for the three following categories: 1) meter service area, 2) irrigated area, and 3) irrigable area.
5. Along with the meter service area, NV5G will create one of the following:
 - a. A meter service area point that is within the new Meter Service Area,
 - b. A meter location point that is representative of the actual meter location, or
 - c. Neither "a", or "b" if the retail water District's meter location (or existing meter service area point) is within the Project's meter service area and is available to NV5G.
6. Work with the District and its customer to digitize the irrigated and irrigable areas within the Meter Service Areas included on the contact list.
7. Share the imagery used, new polygons generated, and new efficiency budgets created

through this Project on a web-based application that the District is able to utilize.

8. In addition to the new polygons, provide the District the new efficiency budgets in tabular format as follows:

Customer ID from Billing System	Other Data Associated with Customer such as Meter(s) Size	Customer Type (such as park)	Associated APN(s)	Meter Location or Meter Service Area Points (Lat/Long)	Meter Service Area (Area measurement)	Irrigated Area (Area Measurement)	Irrigable Area (Area Measurement)
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1.3 The respective roles and responsibilities of SAWPA:

1. Overall project management and coordination.
2. Maintain data for grant reporting purposes, including the data listed in the table below:

Other Data Associated with Customer Such As Meter(s) Size	Customer Type (such as park)	Associated APN(s)	Meter Location or Meter Service Area Points (Lat/Long)	Meter Service Area (Area measurement)	Irrigated Area (Area Measurement)	Irrigable Area (Area Measurement)
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3. Conduct Proposition 84 grant administration, reporting and payment to NV5G.
4. Manage Quantum to ensure they comply with all applicable federal and state laws, rules, regulations and guidelines.

Section 2. Data Definition

"Data" includes but is not limited to extracted water service account data in .csv text format, further described in the following fields:

1. ID (unique identifier, link to GIS and/or other systems),
2. Account Name (name on account),
3. Lat/Long (geographic coordinates of either the meter location or the service point),
4. Service Address (address of service location),
5. APN (assessor's parcel number of service location),
6. Service Type (type of water service, e.g. single-family, multi-family, commercial, industrial, fire, hydrant, etc.),
7. Meter Size (size of water service connection),
8. Number of building units associated with meter, and
9. Account Status (active or inactive water service).

Section 3. Non-Disclosure of Data

3.1 Protections: The Data to be disclosed under this MOU is described as: District's water customer utility usage data that is protected from disclosure pursuant to Government Code Section 6254.16. The Data is being disclosed to NV5G solely under Section 6254.16(b) which provides for disclosure to another governmental District. Such disclosure shall not be deemed any other type of disclosure which could potentially result in any alleged waiver of the confidentiality of the Data. NV5G shall be solely responsible for compliance with the obligations herein by Recipient's officers, employees, or agents.

3.2 Effective Dates: This MOU covers Data which is disclosed between the Effective Date, which is the date the last party to this MOU signs, and two (2) year from the Effective Date. Any disclosure, whether intentional or inadvertent, which takes place after said 2-year period, shall nevertheless be subject to the same protections as provided under this MOU.

3.3 Permitted Use: Recipient shall not use the Data for any purpose other than in connection with said work that is more particularly described in this Section 3.3, Permitted Use. In addition, Recipient shall take all reasonable precautions to prevent inadvertent use, copying, downloading, or transfer of Confidential Utility User Data that could lead to disclosure of the Confidential Utility User Data.

The Data shall only be used for implementing the Project as described in this MOU.

3.3a. NV5G shall have access to the full scope of the Data defined in Section 2.

3.3b. SAWPA shall have access to service address of the customers who are eligible to participate in the project, meter size, water volume recently used, and the data that NV5G develops (landscape measurement areas).

3.4 License and Charges: The parties will perform their respective obligations hereunder without charge to the other, other than any contracts between SAWPA and NV5G. No license or conveyance of any right to either party is granted or implied by the disclosure of Data by District except as provided herein. No right to use is warranted by District by the furnishing of Confidential Utility User Data to NV5G.

3.5 Commitments: This MOU does not grant to either party the right to make commitments of any kind for or on behalf of the other party without the prior written consent of said other party.

Section 4. Amendments and Termination

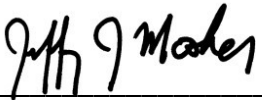
4.1 **Amendments:** This MOU can be amended only in writing mutually agreed to and signed by all the Parties.

4.2 **Termination:** The District may terminate this MOU by providing SAWPA written notice authorized by their elected and governing board that they will no longer participate in the Project and are terminating the MOU with the parties. SAWPA may terminate this MOU by providing the District written notice authorized by its governing board – the Project Agreement 22 Committee.

Section 5. Indemnification

The Parties hereby agree to defend, indemnify and hold free and harmless each other from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, arising from or connected that Party's activities under this MOU.

BY SIGNING BELOW, THE PARTIES AGREE TO BE BOUND BY THE PROVISIONS OF THIS MOU

SAWPA	DISTRICT	NV5G d/b/a QUANTUM SPATIAL
Sign:  _____	Sign: _____	Sign: _____
Dated: <u>June 8, 2021</u>	Dated: _____	Dated: _____
Jeffrey J. Mosher General Manager	Name General Manager	Andrew Brenner Senior Program Director

Approved as to Form:

By: Susan Wilson

Assistant City Attorney

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SAWPA	DISTRICT	NV5G d/b/a QUANTUM SPATIAL
Sign: _____ Dated: _____	Sign: _____ Dated: _____	Sign: _  _____ Dated: 6/9/2021 _____
Jeff Mosher General Manager	Name General Manager	Andrew Brenner Senior Program Director