

COST SHARING AGREEMENT
(Development of Template Cross-Connection Control Plan)

This Development of Template Cross-Connection Control Plan Cost Sharing Agreement ("**Agreement**") is effective for each party as of the later date of the two signatures below ("**Effective Date**") and is between IRVINE RANCH WATER DISTRICT ("**IRWD**"), CITY OF ANAHEIM, CITY OF BREA, CITY OF BUENA PARK, CITY OF FOUNTAIN VALLEY, CITY OF FULLERTON, CITY OF GARDEN GROVE, CITY OF HUNTINGTON BEACH, CITY OF NEWPORT BEACH, CITY OF SAN CLEMENTE, CITY OF SANTA ANA, CITY OF SEAL BEACH, CITY OF TUSTIN, CITY OF WESTMINSTER, EL TORO WATER DISTRICT, LAGUNA BEACH COUNTY WATER DISTRICT, MESA WATER DISTRICT, MOULTON NIGUEL WATER DISTRICT, SANTA MARGARITA WATER DISTRICT, SOUTH COAST WATER DISTRICT, TRABUCO CANYON WATER DISTRICT, YORBA LINDA WATER DISTRICT and CITY OF ORANGE. Each is referred to individually as a "**Party**," and collectively as the "**Parties**."

A. The California State Water Resources Control Board ("State Board"), which regulates all Public Water Systems ("PWSs") in California, requires PWSs to protect the public water supply by compliance with Title 17 of the California Code of Regulations. The State Board has adopted the Cross-Connection Control Policy Handbook ("Handbook"), effective July 1, 2024, to establish standards to which each PWS's drinking water distribution system will be subject regarding the backflow of liquids, gases, or other substances. The Handbook requires each PWS, no later than July 1, 2025, to prepare and submit a Control Plan that will describe how the PWS will fulfill the ten requirements identified in the Handbook. Each PWS in Orange County must submit its Control Plan to the Division of Drinking Water at the Santa Ana Regional Water Quality Control Board office for review and approval.

B. The Parties have determined that it will be to their joint advantage to collaborate to develop a template for a control plan ("Template Control Plan") that may, with minor modifications, be adapted for use by each of the Parties. The Parties further agree that a qualified consultant with industry knowledge will be required to assist the Parties in developing the Template Control Plan (the "Work"). The Parties will schedule meetings that will be held approximately monthly with the selected consultant to advance the creation of the Template Control Plan.

C. The Parties intend by this Agreement to provide the framework under which they will share costs for the selected consultant's Work.

The Parties therefore agree as follows:

1. Contract for the Work. On behalf of all of the Parties, IRWD shall serve as the contracting agency and will request proposals from qualified consultants and ultimately select and enter into a Professional Services Agreement ("PSA") with the successful proposer ("Consultant") to perform the Work. The selection will be made with the assistance of whichever other Parties volunteer to participate in the selection process. IRWD shall promptly pay all invoices submitted by the Consultant for the Work. At the conclusion of the Work and IRWD's receipt of the Consultant's final invoice, or by August 1, 2025, whichever occurs first, IRWD shall invoice each

of the Parties (including any additional parties hereafter added to this Agreement pursuant to Section 3, below) for their proportional share of the costs of the Work (as further described in Section 4, below).

2. Scope of Work. The Consultant will develop a specific scope for the Work, budget, and schedule necessary to produce a Template Control Plan that the Parties can adapt to meet requirements of the State Board as set forth in the Handbook. The Consultant will perform the Work on a time-and-materials basis for an estimated not-to-exceed amount of \$180,000, which includes 20 percent for contingencies above the Consultant's estimated costs of \$150,000. These costs are subject to the cost-sharing provisions set forth in Section 4, below.

3. Additional Parties. In addition to the Parties listed above, additional parties may be added to this Agreement, subject to all of the covenants, terms, and conditions of the Agreement. Additional parties may join this Agreement at any time before completion of the Work upon written invitation by one or more of the original Parties, by executing the signature page and delivering an electronic version to all then-current Parties. Additional parties will be treated as original parties to this Agreement and equally share in the total cost of the Work, as described in Section 4, below.

4. Cost Sharing. The Parties shall share equally the cost of the Work. Each Party's share of the cost will be determined by taking the total invoiced amount from Consultant for all completed Work and dividing that amount by the number of Parties at the conclusion of the Work. At the conclusion of the Work, IRWD will invoice each Party for an equal share of the total cost of the Work. Each Party shall pay IRWD its equal share no later than 60 days after receiving the invoice. Upon the request of any Party, IRWD will provide copies of the Consultant's invoices and IRWD's payment records.

5. Meetings. IRWD shall coordinate all aspects of the Work with the selected Consultant. Any Party may participate in meetings with the Consultant to review interim and final results of the Work. IRWD will schedule meetings of the Parties to facilitate review of the Work, and will schedule meetings with the Consultant and the Parties at the reasonable request of any Party for the same purpose.

6. Indemnity. Each Party shall indemnify, defend, and hold the other Parties, and their officers, agents, and employees harmless from any expense, liability, injury, loss, damage or expense to persons or property (collectively, "**Claims**") that may arise or may be claimed to have arisen as a result of the development and approval of the Template Control Plan. Each Party's indemnity and defense obligations will not apply to any portion of any Claims determined by a court of competent jurisdiction to have been proximately caused by the negligence, gross negligence or willful misconduct of another Party, its officers, agents, or employees. Notwithstanding the foregoing sentences in this section, each Party is solely responsible for its own costs and expenses associated with the indemnity and defense obligations set forth in this section, and such costs are not subject to cost sharing under this Agreement. This section shall survive the termination or expiration of this Agreement.

7. Property. All documents, data, and written materials furnished by a Party to Consultant shall remain that Party's property and shall be returned to that Party upon request. All

documents, data, or written material prepared or caused to be prepared by Consultant, its officers, employees, agents, and subcontractors in the course of implementing this Agreement shall become the joint property of the Parties, and each Party shall have the right to use and modify such materials without further approval or compensation to Consultant or the other Parties.

8. Withdrawal. Any Party may withdraw from this Agreement upon 30 days' written notice to the other Parties. However, the payment obligations of that Party will be pro-rated based on the percent of the Work accomplished up to the withdrawal date.

9. Warranty of Authority. Each person executing this Agreement in a representative capacity represents and warrants that he or she is authorized to execute this Agreement on behalf of and to bind the Party on whose behalf he or she executes the Agreement.

10. Construction. This Agreement will be construed as if the Parties jointly prepared it.

11. No Third Party Beneficiaries. This Agreement is not for the benefit of any person or entity other than the Parties and any additional parties described in Section 3 above.

12. Modification. This Agreement may not be modified by any of the Parties by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the Parties or their successors in interest at the time of modification.

13. Further Documents. The Parties shall execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

14. Governing Law. This Agreement is entered into and will be construed and interpreted in accordance with the laws of the State of California.

15. Execution of Agreement. This Agreement may be executed in multiple counterparts. The signature page of this Agreement may be executed by way of a manual or electronic or digital signature. Delivery of an executed counterpart of a signature page by electronic transmission will be effective.

16. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

17. Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third person to create the relationship of principal and agent, or partnership or joint venture, or any association between the Parties, and none of the provisions contained in this Agreement or any act of the Parties shall be deemed to create any relationship other than as specified herein.

18. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, by a court of competent jurisdiction, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

19. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein.

The Parties are signing this Agreement to be effective as of the Effective Date.

IRVINE RANCH WATER DISTRICT

Date: _____

By: _____

Paul A. Cook
General Manager

APPROVED AS TO FORM:
Hanson Bridgett, LLP

By: _____

IRWD Counsel

CITY OF ANAHEIM

Date: _____

By: _____

Name:
Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF BREA

Date: _____

By: _____

Name:
Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF BUENA PARK

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF FOUNTAIN VALLEY

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF FULLERTON

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF GARDEN GROVE

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF HUNTINGTON BEACH

Date: _____

By: _____

Name: Travis Hopkins

Title: Acting City Manager

APPROVED AS TO FORM:

By: _____

Name: Michael E. Gates, Esq.

Title: City Attorney

CITY OF NEWPORT BEACH

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

City Attorney

CITY OF ORANGE

Date: _____

By: _____
Name: Thomas C. Kisela
Title: City Manager

ATTEST:

APPROVED AS TO FORM:

Pamela Coleman, City Clerk

By: _____
Mike Vigliotta, City Attorney

CITY OF SAN CLEMENTE

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF SANTA ANA

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF SEAL BEACH

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF TUSTIN

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF WESTMINSTER

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
City Attorney

EL TORO WATER DISTRICT

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

District Counsel

LAGUNA BEACH COUNTY WATER DISTRICT

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

District Counsel

MESA WATER DISTRICT

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

District Counsel

MOULTON NIGUEL WATER DISTRICT

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

District Counsel

SANTA MARGARITA WATER DISTRICT

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

District Counsel

SOUTH COAST WATER DISTRICT

Date: _____

By: _____

Name:

Title:

APPROVED AS TO FORM:

By: _____

District Counsel

TRABUCO CANYON WATER DISTRICT

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
District Counsel

YORBA LINDA WATER DISTRICT

Date: _____

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____
District Counsel