

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA  
AND  
CITY OF POMONA**

**FOR OPERATIONS TRAINING OF THE  
CAL POLY POMONA REVERSE OSMOSIS WATER TREATMENT PLANT**

This Memorandum of Understanding ("MOU") is made and entered into as of November 16, 2020, ("Effective Date") by and between the City of Pomona, a California charter city and municipal corporation, organized under the laws of the State of California, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766 ("City"), and California State Polytechnic University, Pomona, 3801 West Temple Avenue, Pomona, CA 91768 ("Cal Poly Pomona"), sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party".

**RECITALS**

1. WHEREAS, Cal Poly Pomona has a Public Water System and on April 10, 2017, State Water Board's Division of Drinking Water ("DDW") issued Permit Amendment 1910022PA-006 ("Permit Amendment") to Cal Poly Pomona to operate a 20,000 GPH reverse osmosis water treatment plant ("RO Plant"); and
2. WHEREAS, the Permit Amendment requires Cal Poly Pomona to operate the RO Plant with certified personnel at all times; and
3. WHEREAS, Cal Poly Pomona does not have adequate staff to operate the RO Plant at all times and relies on consultant operators to assist in operating the RO Plant after business hours; and
4. WHEREAS, on weekends Cal Poly Pomona shuts off the RO Plant due to lack of staffing and switches to blended water operation mode using treated well water blended with treated water from Three Valleys Municipal Water District, which is more costly than operating the RO Plant; and
5. WHEREAS, City's water system is contiguous to Cal Poly Pomona's water system and has a water service connection with Cal Poly Pomona; and
6. WHEREAS, City's water department operates 24/7, is staffed with over 50 trained water treatment and water distribution operators and has capabilities and staffing resources to assist in operating Cal Poly Pomona's RO Plant; and

7. WHEREAS, after discussions, City and Cal Poly Pomona find it mutually beneficial to have City staff assist in operating Cal Poly Pomona's RO Plant during non-business hours to achieve a 24/7 operation; and
8. WHEREAS, for the City to assist Cal Poly Pomona in operating the RO Plant, training provided by the RO Plant manufacturer, H2O, will be needed, Cal Poly Pomona will need to acquire a DDW permit amendment, and the supervisory control and data acquisition (SCADA) system will need to be integrated with the City's SCADA system (SCADA integration to be completed at a later date); and
9. WHEREAS, Parties understand an agreement for prolonged operation will need to be developed at a future date and after the permit amendment from DDW is obtained, which delineates the operations parameters; and
10. WHEREAS, annual costs associated with the City's assistance in operating the RO Plant will be calculated and reimbursed by Cal Poly Pomona.

## **COVENANTS**

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the Parties hereto agree as follows:

1. The Term of this MOU will commence on the Effective Date and, unless terminated earlier, the Operations and Training and Supervisory Control and Data Acquisition System "SCADA" integration Project ("Project") shall terminate one (1) year after the Effective Date. The term may be extended for one (1) additional year by mutual written agreement.
2. Training
  - a. City shall provide six (6) water treatment operations staff to be trained in the RO Plant operations ("City Staff").
  - b. Cal Poly Pomona shall provide H2O factory trainers to provide the necessary classroom training to be conducted at the onsite RO plant for City Staff to fully understand and operate the RO Plant.
  - c. Cal Poly Pomona shall provide hands-on training consisting of having City staff job shadow Cal Poly Pomona staff throughout the weekly RO operation mode. As training progresses, and as determined by City Management, City Staff shall take the lead with the daily RO Plant operations until each operator is confident operating the RO Plant without supervision.
3. SCADA Integration
  - a. Cal Poly Pomona shall allow City full access the RO Plant's SCADA system so that the system can be modified to allow plant operations to be controlled remotely by City.
  - b. City shall ensure SCADA access is password protected and meets all the security requirements consistent with, at least, the City's SCADA system.

- c. After the training is completed and if it is determined Cal Poly Pomona wishes to have City continue to operate the RO Plant Cal Poly shall allow City full access the RO Plant's SCADA system so that the system can be modified/intergraded into the City's SCADA system to allow plant operations to be controlled remotely by City.

#### 4. Compensation

- a. Cal Poly Pomona shall compensate the City for staff time, including reasonable travel expenses, based on the following table and shall increase by 4 percent upon renewal of this Agreement.

• Water Treatment Operator-	\$100.00/hour
• Crew Chief-	\$110.00/hour
• Supervisor-	\$130.00/hour

- b. All other reasonable expenses incurred by the City to operate the RO Plant shall be billed to Cal Poly Pomona at a multiple of 1.15 x total expenses.
- c. City shall provide written estimates in the form of a weekly look-ahead schedule, travel, or other expenses to Cal Poly Pomona. Cal Poly Pomona shall review and provide input to City's estimated if necessary.
- d. City shall invoice Cal Poly Pomona monthly for City Staff time and expenses related to operations, training, and permitting of the RO Plant, and Cal Poly shall pay City within 45 days of receipt of invoice.

#### 5. DDW Permit Amendment

- a. City shall assist Cal Poly Pomona in obtaining DDW permission to operate the RO Plant.
- b. City shall cooperate with Cal Poly Pomona and DDW to amend Cal Poly Pomona's operation permit to allow the RO Plant to be operated by City staff in concert with Cal Poly Pomona, including remote operation and 24/7 operation of the RO Plant.

#### 6. Interconnection

- a. City and Cal Poly Pomona shall work together to construct an interconnection that shall be a two-way connection to allow water to flow from the City to Cal Poly Pomona and from Cal Poly Pomona to the City. The cost and source of funding of said connection shall be determined later.

#### 7. Insurance Requirements

City of Pomona will procure and maintain in full force, adequate insurance **or** may satisfy all or any portion of the insurance requirement through a program of self-insurance, commercial insurance, or any combination thereof to meet their obligations and liabilities under this MOU.

- (i) Comprehensive or Commercial Form General Liability Insurance--Limits of Liability  
\$2,000,000 General Aggregate

- \$1,000,000 Each Occurrence--combined single limit for bodily injury and property damage.
- (ii) Business Automobile Liability Insurance-Limits of Liability  
\$1,000,000 Each Accident-- combined single limit for bodily injury and property damage to include uninsured and underinsured motorist coverage.
  - (iii) Workers' Compensation limits as required by law with Employers Liability limits of \$1,000,000.

City of Pomona hereby represents that it is self-insured, and agrees that it will maintain such self-insurance for the duration of this MOU, against claims for injuries or death to persons or damages to property which may arise from or in connection with this MOU and the activities of City of Pomona and persons acting on City of Pomona's behalf or at its discretion. Failure to have and maintain such self-insurance is a material breach of this MOU, which entitles Cal Poly Pomona to all damages and remedies that arise from such a breach.

City of Pomona shall present Cal Poly Pomona with satisfactory evidence of compliance with these insurance requirements immediately after execution of this MOU.

#### 8. Indemnification

City shall indemnify and hold Cal Poly Pomona, its officers, employees, and agents harmless damages caused by or result from the negligent or intentional acts or omissions of the City, its officers, employees, or agents arising out of the performance of this agreement.

Cal Poly Pomona shall indemnify and hold the City, its officers, employees, and agents harmless damages caused by or result from the negligent or intentional acts or omissions of Cal Poly Pomona, its officers, employees, or agents arising out of the performance of this agreement.

#### 9. Termination

Parties reserve the right to terminate this MOU at any time, with or without cause, upon ninety (90) days written notice to the other party.

#### 10. Notices

All notices to be given hereunder shall be in writing by either personal delivery, by registered or certified mail, postage prepaid, return receipt requested or email. Mailed notices shall be addressed to the parties at the addresses listed below, but each party may change the address by written notice in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing. Email notices will be deemed received as confirmed and acknowledged by both parties.

**To City:**  
City of Pomona  
505 South Garey Ave.  
Pomona, CA 91766  
Attn:  
Email:

**Cal Poly Pomona:**  
Cal Poly Pomona  
3801 W. Temple Ave. Bldg. 75  
Pomona, CA 91768  
Attn: Procurement & Contracts  
Email: [procurement@cpp.edu](mailto:procurement@cpp.edu)

**11. Cooperation Further Acts**

The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this MOU.

Authority to Enter this MOU. Each Party has all requisite power and authority to conduct its business and to execute, deliver, and perform the MOU. Each Party warrants that the individuals who have signed this MOU have the legal power, right, and authority to make this MOU and bind each respective Party.

**12. Counterparts**

This MOU may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOU to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

**CITY:**

City of Pomona, a Charter City

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CAL POLY POMONA:**

California State Polytechnic University, Pomona

By: **Steven Kim**  
Digitally signed by Steven Kim  
Date: 2020.11.02 12:01:52 -08'00'

Name: Steven Kim

Title: AVP & Chief Procurement Officer