

**MEMORANDUM OF UNDERSTANDING
BETWEEN
WESTERN MUNICIPAL WATER DISTRICT
AND
CITY OF MURRIETA**

This Memorandum of Understanding (“MOU”) is made and entered into as of [Insert Date], by and between the Western Municipal Water District (“Western Water”) and the City of Murrieta (“City”). Western Water and the City are referred to herein individually as “Party” and collectively as “Parties.” This MOU sets forth the terms and understanding between Western Water and the City for funding support related to the design, installation, and proper maintenance of the mutually-approved water conserving landscape and interpretive signage at the City of Murrieta Public Library located at 8 Town Square in Murrieta, CA 92562 (“Project Site”).

RECITALS

Assembly Bill 1572 (AB 1572) was approved in September 2023, setting a significant milestone in California's water conservation efforts. Effective January 1, 2027, this legislation will prohibit the use of potable (drinking) water for irrigating non-functional turf at public agency sites. The regulation encourages the transition to more sustainable landscaping and irrigation practices, requiring businesses and organizations, public and private, to replace traditional grass with water-efficient alternatives.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS
CONTAINED HEREIN, IT IS AGREED:**

TERMS

1. PURPOSE

This MOU’s purpose is to outline general and provisional terms agreed to by both Parties regarding their intent to work together to construct improvements.



The City is partnering with Western Water for funding to support the design, installation, and proper maintenance of a demonstration landscape at the Project Site (“Project”). As part of this partnership, Western Water, at its sole discretion, will provide cost-sharing to the City to transform the designated square footage of non-functional turf into a highly visible and accessible example of a climate-appropriate landscape. Western Water will partner with the City so that Western Water's customers and members of the public can freely experience and learn more about our region's water supply, the importance of climate-appropriate landscapes, and proper maintenance and care. The Parties agree to partner on a defined project to make select improvements and establish future public educational opportunities.

2. CITY OF MURRIETA'S OBLIGATIONS

In the furtherance of Western Water's stated goals, the City will contribute: (1) a highly visible and accessible public site, (2) project management, (3) a professional water-efficient landscape design with interpretive signage for Western Water’s review and approval within 90 days of MOU execution, (4) project completion within 365 days of the MOU execution, and (5) ongoing proper maintenance and care of the site per Western Water or its consultant’s recommendations for a term no less than five years from the project completion date.

3. WESTERN WATER'S OBLIGATIONS

Western Water will partner with the City to promote the site and, at its sole discretion, may support on-site programming, where desired. Partnership roles, responsibilities, and mutually agreed upon timeline modifications, if applicable, are further detailed in Exhibit A - Scope of Work (“Exhibit A”) which is attached hereto and incorporated herein by reference.

4. FUNDING

Western Water will provide funding support for the Project in an amount not to exceed \$85,000, on a reimbursement basis, subject to the submission of purchase receipts and proof of work. Funding is comprised of the various sources and reimbursement is subject to meeting all Western Water and third-party eligibility requirements, further detailed in Exhibit B – Funding Sources and Eligibility Requirements (“Exhibit B”), which is attached hereto and incorporated herein by reference.

Western Water shall have no obligation to the City for additional funding beyond these amounts.

5. INDEMNIFICATION

To the fullest extent permitted by law, the City shall defend, indemnify and hold Western Water, its officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of the City, its officials, officers, employees, subcontractors, consultants, or agents in connection with the City's performance of its obligations under this MOU, including, without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses. The only limitation on the foregoing indemnity obligation shall be for claims caused by the sole negligence or willful misconduct of Western Water.

6. TERM

This MOU will become effective upon signing by both authorized representatives from Western Water and the City and will remain in effect for five years thereafter unless mutually terminated by the Parties. Either party may terminate by providing written notification of their intent to terminate 90 days in advance. Upon termination, Western Water shall not provide any further funding under this Agreement, except Western Water shall provide payment to the City for any purchase receipts or invoices submitted to Western Water prior to the date of termination. This term may be extended by amendment.

7. AMENDMENT

This MOU may be modified by mutual consent of authorized representatives from Western Water and the City.

8. AUTHORIZED REPRESENTATIVE/ NOTICE

Notices under this MOU shall be given in writing, by personal delivery, or first class mailed, addressed to the Party's authorized representative:

Western Municipal Water District
Michelle Adams, Customer Experience Manager
14205 Meridian Pkwy
Riverside, CA 92518
951.571.7266
madams@wmwd.com

City of Murrieta
Justin Clifton, City Manager
1 Town Square
Murrieta, CA 92562
951.304.2489
jclifton@murrietaca.gov

9. CHANGES OR MODIFICATIONS

No part of this MOU may be modified, altered, amended, waived, or changed without the express written consent of the Parties hereto.

10. NO THIRD-PARTY BENEFICIARIES

This MOU is made and entered into for the sole protection and benefit of the Parties hereto. No other person or entity shall have any right of action based upon the provisions of this MOU.

11. ASSIGNMENT

This MOU shall not be assigned by either Party, either in whole or in part, without the prior written consent of the non-assigning Party. Any assignment or purported assignment of this MOU without the prior written consent of the non-assigning Party will be deemed void and of no force or effect.

12. ENTIRE AGREEMENT

This MOU embodies the entire agreement between the Parties hereto in relation to the subject matter hereof, and no other agreement or understanding, verbal or otherwise, relative to this subject matter exists between the Parties at the time of execution of this MOU.

[SIGNATURE PAGE TO FOLLOW]

**SIGNATURE PAGE TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
WESTERN MUNICIPAL WATER DISTRICT
AND
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IN WITNESS WHEREOF, the parties have approved the execution of this MOU by their duly authorized representatives, this ____ day of _____, 2025.

Craig D. Miller
General Manager
Western Municipal Water District

Justin Clifton
City Manager
City of Murrieta

EXHIBIT A

SCOPE OF WORK

The City of Murrieta (“City”) will install a water-wise landscape using California native plants endemic to the Murrieta service area. The garden will be developed on a publicly accessible site where 6,598 square feet of non-functional living turf grass will be removed and replaced with a water-wise landscape.

The publicly accessible Project Site serves a large population of residents along with six schools, within a two-mile radius.

BACKGROUND

The City will use the water-wise landscaping as an educational tool for Library patrons. The project will focus on sustainability and water-efficient gardening, mitigating the growing threats to diminishing pollinator populations, and creating an equitable opportunity for all community members to better understand their environment and the impact of pollinators.

By proactively replacing non-functional turf with water-efficient landscaping, the City ensures compliance with the upcoming AB 1572 regulations while contributing to the State Board's broader water conservation goals.

PARTNERSHIP ROLES AND RESPONSIBILITIES

The execution of this project will include the following:

- **Landscape design:** The City will provide a comprehensive landscape design for the project to be reviewed and approved by Western Water and The Metropolitan Water District of Southern California (Metropolitan) in alignment with the requirements of the SoCal WaterSmart Public Agency Turf Replacement Rebate Program.
- **Turf rebate assistance:** Western Water will assist the City in submitting a turf replacement rebate application through Metropolitan’s SoCal WaterSmart Public Agency Turf Replacement Rebate Program.
- **Turf removal:** The City will remove 6,598 square feet of living turf grass and other high-water-use landscaping. The City will hire a contractor to oversee the project, ensuring all turf is removed according to the specifications.

- **Water-efficient planting:** The City will prepare, purchase, and plant new water-efficient plants and acquire all necessary plants and materials to complete this phase of the project.
- **Irrigation installation:** The City will install a new water-efficient irrigation system and manage the installation process to ensure optimal water conservation.
- **Landscape maintenance:** The City will maintain the new landscape to ensure its health and sustainability after the project is completed.
- **Compliance and reporting:** The City is responsible for ensuring that the project adheres to third-party funding requirements, local ordinances, environmental regulations, and water conservation goals. The City will provide Western Water with regular updates on the project's progress.
- **Final project report:** Within 30 days of project completion, the City will submit a final project report to Western Water. This report shall include photo and written documentation detailing the work completed, water savings achieved, financial expenditures, and other relevant data.
- **Community and public engagement:** The City is responsible for operating and managing any community or public engagement events related to this project. At its sole discretion, Western Water may choose to collaborate on joint public outreach or community engagement efforts to promote the project and subsequent programming. This may include signage, outreach, or community events to highlight the project's water-saving benefits. These outreach and engagement efforts, if agreed to by Western Water, shall be further detailed in separate, written, and executed agreements between the Parties.

EXHIBIT B

FUNDING SOURCES AND ELIGIBILITY

Western Water will provide funding support for the Project detailed in Exhibit A, in an amount not to exceed \$85,000. Funding will be provided on a reimbursement basis, subject to the submission of purchase receipts and proof of work.

Funding reimbursement is contingent upon Metropolitan Water District of Southern California Member Agency Administered Program Funding approval (“Exhibit C”), and is subject to meeting all Western Water and third-party eligibility requirements.

Western Water shall have no obligation to the City for additional funding beyond these amounts, and/or for purchases and/or completed work not previously defined.

Funding Source Details

- Up to \$35,000 from the Metropolitan Water District of Southern California’s (Metropolitan) Member Agency Administered Program, contingent upon approval and allocation by Metropolitan.
- Western Water retail agency contributions on behalf of:
 - Rancho California Water District (\$25,000)
 - Elsinore Valley Municipal Water District (\$25,000)

EXHIBIT C

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA MEMBER AGENCY ADMINISTERED PROGRAM FUNDING APPROVAL


Addendum 22 – July 2024

Commercial Program

Member Agency Administered Project Pre-Approval Request

MWD-Funded/Member Agency Administered Incentive Program

Member Agency must obtain Metropolitan’s written pre-approval for all projects prior to implementation and invoicing.

Project Type:	<input type="checkbox"/> Device-based	<input type="checkbox"/> Customized with documented water savings	<input checked="" type="checkbox"/> Customized with non-documented water savings
Member Agency: Western Municipal Water District		Agreement Number: 66664	
Retail Agency: Western Municipal Water District		Contact Name: Kenneth Smith	
Project Title: Landscape Transformation Assistance Program: Murrieta Library		Contact E-Mail Address: KSmith@WMWD.com	
Project Start Date / End Date 12/1/2025 - 6/30/2026		Contact Phone Number 951-571-7270	
Total Estimated Project Cost: \$35,000		Estimated Portion of MAAP Funding for this Project \$ 35,000	
<p>Project Description: This is a request for Western Water to assist the City of Murrieta with their library landscape transformation project at Murrieta Library. 6,598 sqft of turf is to be removed from around the library. Assistance services provided for this project are estimated: Signage - \$6,815 Videograph/Photography - \$4,500, project management \$23,685.</p> <p>Costs are based on project area (sqft)</p> <p>Additional information to include for Customized with documented water savings and Customized with non-documented water savings:</p> <p><i>Landscape transformations provide value to the region in several ways. Demonstration that a non-turf landscape can be beautiful. It showcases a living landscape that provides for our local birds, butterflies and other pollinators. It will save an average of 40-60 gallons of water per square foot.</i></p> <p><i>Low-income areas need projects like this to provide an example of the difference that can be made in just one landscape. It will encourage customers to take advantage of any and all local rebates.</i></p>			
<p>I certify that the information provided in this request is accurate and in accordance with guidelines provided in this Agreement and understand that Metropolitan must approve this request prior to Member Agency seeking reimbursement from Metropolitan for this project. <i>By signing, Member Agency agrees to these terms.</i></p>			
<p>Member Agency <u>Western Municipal Water District</u></p>			
Michelle Adams 		11/03/2025	
Authorizing Signature General Manager / Designee		Date	
Metropolitan Use Only:	11/3/2025	P.E.	
	Date received	Approved by	
		MET #165	
		Authorization No.	