

Land Resilience Partnership - Letter of Intent (LOI)



Ventura River Water District, VRWD Sponsor

The Land Resilience Partnership (LRP) connects landowners with direct technical experts to improve and enhance their properties, build neighborhood resilience and contribute to a healthy community and watershed. It does this by providing professional guidance in comprehensive site assessment, resilience design, technical assistance, and construction guidance/implementation for supporting significant benefits to your property. The LRP works with you to identify opportunities to transform your property with tools that result in community benefits such as: water supply resilience, water quality, enhanced stream flows, reduced energy dependence, extreme heat buffering, fire resilience, habitat and pollinator enhancement, soil building, reduced localized flooding, and more.

This Letter of Intent (LOI) allows for a common understanding between you as a landowner and the LRP program staff to clarify process steps and ensure project success.

LRP program technical professional contractors assist with a variety of services to help imagine the possibilities on your property and show you how to implement that vision. The following list identifies the full range of services. Depending on the funding available in your area, some or all of these services can be performed at little or no cost to you. The items that are checked in the list below can currently be funded from outside sources:

- Perform a site assessment to identify resilience tools and treatments appropriate for your property.
- Provide a catalog (list and map) of projects that could be implemented now or in the future on your property.
- Generate concept plans for treatments from the catalog of projects that fit the project criteria.
- Generate 60% construction documents for treatments from the catalog of projects that fit the project criteria.
- Generate 100% construction documents for treatments from the catalog of projects that fit the project criteria.
- Provide technical assistance and construction guidance for designed treatments.
- Prepare a list of materials needed to implement recommended treatments.
- Acquire and deliver materials needed to implement recommended treatments.
- Prepare as-built drawings post construction of installed treatments.
- Identify current and future funding support.

- Preparation with applicable rebate documentation for your site.
- Permitting when the recommended treatments require a permit.
- Prepare an “Operations and Maintenance Manual” for installed treatments and systems.
- Prepare a cost-benefit analysis of planned treatments.
- Prepare a multiple benefit analysis of planned treatments.
- Provide remote monitoring assistance.

Before work begins, as a landowner, you need to understand and agree to the following expectations of our collaboration:

- You can hire a contractor or paid labor crew out of pocket not listed in Appendix A, however they must either be: 1) certified/trained through LRP; or 2) their work product on an LRP project must be signed off by LRP professional contractors to receive any rebates, funding resources.
- As the landowner, you will allow LRP professional contractors access to your property with proper notice to conduct assessment activities.

The following provides more details on terms of our agreement

As the landowner (CLIENT), you may secure labor and materials from any source of your choosing and you are under no compulsion, stated or implied, to contract with any particular vendor or subcontractor. Watershed Progressive (WP), as a partner and subcontractor of the Ventura River Water District (VRWD), acts as VRWD’s lead agent in providing design and construction guidance. See Appendix A for current approved contractors and check in for a growing list of contractors in your area to utilize.

Warranty

While VRWD agrees to install a functional LRP project as of the project date, this does not include warranty of materials, labor, or time in the event of malfunction after installation. Both parties have the legal authority to enter into this agreement, and the capacity to implement the tasks described in the VRWD Approved Plan and Construction Guidance. CLIENT is the owner of the project site or is authorized to bind the owner of the project site to the terms herein. VRWD shall perform the services in compliance with all applicable federal, state, and local laws and regulations and shall possess and maintain all permits, licenses, and certificates that may be required for it to perform the services.

Indemnification CLIENT shall indemnify, defend, protect, and hold harmless VRWD and any LRP professional contractors, funding source organizations and agencies, and its officers, directors, employees, volunteers, and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) resulting from any injury to person or property caused by any acts or omissions

by CLIENT or CLIENT's officers, directors, employees, volunteers, and agents in the performance of or failure to perform the obligations and tasks described in this agreement. This indemnification shall not include any claim arising from the negligence or intentional acts of VRWD and the LRP professional contractors listed under Appendix A.

VRWD and its LRP professional contractors listed under Appendix A, shall indemnify, defend, protect, and hold harmless CLIENT, and its officers, directors, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) resulting from negligent or intentional acts or omissions in the performance of or failure to perform the services or any other obligations of this agreement by VRWD or their officers, directors, employees, volunteers, and agents. This indemnification shall not include any claim arising from the negligence or intentional acts of CLIENT.

CLIENT, VRWD, and LRP professional contractors shall maintain their own independent insurance coverages against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this agreement. Insurance must include coverage for employees, agents, and volunteers for any personal and property damage they may cause or receive while performing any act pursuant to this agreement. This Agreement shall bind and insure to the benefit of the heirs, successors, and assigns of the parties; however, CLIENT shall not subcontract, assign or transfer this agreement or any part of it without the prior written consent of VRWD.

All notices which may be or are required to be given hereunder will be in writing, delivered by messenger or by United States certified or registered mail, postage prepaid, return receipt requested, and will be deemed received upon the date of delivery to the address of the party to receive such notice

If to VRWD:

Land Resilience Partnership
Watershed Progressive
206 N Signal St, Suite S
Ojai CA, 93023

The parties hereto have executed this Letter of Intent:

Authorized Landowner or Agent:

Signature: _____

Street Address: _____

City: _____

Name: _____

Authorized VRWD and LRP Professional Contractor Representative

Signature: _____

Name: _____

Title: _____

Installation Phase Addendum I.

Once designed, CLIENT shall

- Agree to use a VRWD LRP certified/approved plan.
- Agree to utilize VRWD LRP certified approved construction guidance.
- Agree to assess all indoor water fixtures for efficient flow rates prior to implementing outdoor water resource improvements designed by VRWD LRP professional contractors.
- Agree to pay for all materials costs prior to the project installation date. Upon completion of the project, and subject to VRWD approval, participants may be eligible to apply for rebates through VRWD LRP. **By agreeing to this condition your property may be eligible for future planning, permitting, and construction funding.**
- Follow the provided recommended maintenance and operation procedures resulting from site assessment recommendations, or future planning projects to its best under this Agreement for 10 years henceforth.
- Agree that any water conserved through this project shall only be used for existing purposes. Example: no expansion of water demand due to replacing drought-tolerant plants with turfgrass.
- Agree to the use of any photographs, video, or other promotional material of the project to further promote the adoption of resiliency project elements.
- Construction guidance (a service provided at no cost to the CLIENT) is limited to 16 billable hours unless expressly agreed upon in attached scope or separate contractual arrangement. CLIENT may, at their discretion, retain a professional contractor to provide installation labor and materials under separate contractual arrangement.

Before installation work begins, as a landowner, you need to understand and agree to the following expectations of our collaboration:

- As the landowner, I agree to install the designed treatments to the best of my ability.
- When it comes to installing the recommended treatments and systems, you have a few options:
 - You can do the work yourself with the help of friends and family;
 - You can hire a contractor or paid labor crew out of pocket;
 - You can use the help of program volunteers - but keep in mind that the help of program volunteers depends on whether or not volunteers are available at the time; or

- You can hire a contractor or paid labor crew with funding from potential future grants if funds become available.
- As the landowner, you will allow LRP professional contractors to access your property with proper notice for LRP assessment activities.
- As the landowner, you understand that you are responsible for the cost of materials which must be paid for prior to project installation, unless otherwise stated by funding opportunities.
- Landowners shall enter into a separate agreement with contractor if any construction activities are to take place, indemnifying VRWD and its agents. A certificate of Insurance naming the District as Additionally Insured shall be required.

Ventura River Instream Flow Framework (VRIF) Program Specific:

The purpose of the Ventura River Instream Flow Framework Program is to promote instream flow enhancement in the Ventura River Watershed. All planning project work completed as part of VRIF must lead to the planning potential of enhancing instream flow and water resilience in the Ventura River Watershed. Any information disclosed or gathered onsite will be only used for the purposes of the design and installation of water conservation features and will not be passed on or used for any other purposes. Every document prepared by CLIENT under this Agreement shall be made available to the other funding party, pending your location. Funding parties include: Ojai City, Ventura River Water District, Wildlife Conservation Board.

Appendix A

LRP Professional Certified Contractor

List VRWD, Ventura County

New professionals added each quarter

Updated: Q3:October 2020

	Individual, Entity, Contractor	Sub-class	Certifications <i>(If certified, entity/contractor ok, with Qa/Qc review)</i>
Program Representatives	VRWD-Watershed Progressive		
Integrated Site Assessors	Watershed Progressive		COWA, WERS
Design-Engineering Consultants	Watershed Progressive	Greywater	Licensed CA Landscape Architect, Civil or Mechanical Engineer, Greywater Action, COWA
	Kathy Nolan, Watershed Progressive	Rainwater	Licensed CA Landscape Architect, Civil or Mechanical Engineer, ARCSA, COWA
	Kathy Nolan, Watershed Progressive	Stormwater	Licensed CA Landscape Architect, Civil Engineer, Hydrologist, CASQA, COWA
	Watershed Progressive	Indoor Low-Flow Fixture Audit	Water Efficiency Rating System (WERS)
	Kathy Nolan, Watershed Progressive	Landscape	ALDA, COWA
	Kathy Nolan, Watershed Progressive	Fire Home Hardening	TBD
	Kathy Nolan, Watershed Progressive	Irrigation	QWEL, COWA
Geotechnical Contractors			<i>To be determined by Project Lead, based on project need.</i>
Construction Guidance:	<i>Note: Construction guidance only is available.</i> Full install is not yet active in Ventura County through LRP. Please check back for further contractor information January 2021.		
Installation and/or Construction Guidance	Watershed Progressive	Greywater	Licensed CA Landscape Architect, Civil or Mechanical Engineer, Greywater Action, COWA

	Watershed Progressive	Rainwater	Licensed CA Landscape Architect, Civil or Mechanical Engineer, ARCSA, COWA
	Watershed Progressive	Stormwater	Licensed CA Landscape Architect, Civil Engineer, Hydrologist, CASQA, COWA
	CREW, Watershed Progressive	Landscape	ALDA, COWA
	Watershed Progressive	Fire Home Hardening	TBD
	Watershed Progressive	Irrigation	QWEL, COWA
	CREW	Pollinator	n/a