

Rubidoux Community Services District

Board of Directors

John Skerbelis, President
Hank Trueba Jr., Vice-President
Bernard Murphy
Armando Muniz
F. Forest Trowbridge

General Manager

Brian R. Laddusaw



Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

MEMORANDUM

TO: RUBIDOUX COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

FROM: BRIAN LADDUSAW, GENERAL MANAGER

SUBJECT: REGULAR BOARD MEETING 4/4/2024 – LATE AGENDA ADDITION DM 2024-29

DATE: APRIL 3, 2024

This Memorandum addresses to following:

1. Information related to adding a late agenda item for the regularly scheduled Board meeting of the Rubidoux Community Services District Board of Directors.
-

Pursuant to the Brown Act (“Act”), the agenda for the regularly scheduled Board meeting on December 7, 2023, was posted on Monday, April 1, 2024, to satisfy the 72-hour requirement contained in the Act. This agenda failed to contain a Director’s Memorandum to authorize the General Manager to Landscape Design Indemnification and Hold Harmless Agreement between Rubidoux Community Services District (“District”) and Western Municipal Water District (“Western Water”). Further, the Act does allow for late additions to the agenda, so long as the Board does so with a 2/3 vote of the entire Board. This information has been included on all District Board meeting agendas since September 2023.

Attached to this Memorandum is Director’s Memorandum 2024-29. At the beginning of the meeting on April 4, 2024, staff recommends the Board consider adding this item to the agenda as a late agenda item as doing such aligns this effort with the appropriate timing when augmenting the Board’s positions and titles.

Respectfully,



BRIAN R. LADDUSAW
General Manager

Attach: Directors Memorandum 2024-29 w/ Attachments 1-2

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Water Resource Management Refuse Collection Street Lights Fire / Emergency Services Weed Abatement

DIRECTORS MEMORANDUM 2024-29

April 4, 2024

To: Rubidoux Community Services District
Board of Directors

Subject: Acceptance of Landscape Design Indemnification and Hold Harmless Agreement between Rubidoux Community Services District ("District") and Western Municipal Water District ("Western Water")

BACKGROUND:

On October 13, 2023, Governor Newsom signed Assembly Bill 1572 ("AB 1572") into law, amending Water Code sections 10540, 10608.12, and 10608.22, and adding Water Code section 110. The new law prohibits public agencies, restaurants, corporate campuses, industrial parks, and certain other property owners from watering "nonfunctional turf" using potable water. Nonfunctional turf is defined as ornamental and not used for recreation. The law does not impose restrictions on residential yards, cemeteries, parks, golf courses, and sports fields, and permits the use of potable water to the extent it is necessary to ensure the health of trees or other perennial non-turf plants. Noncompliance by a person or entity shall be subject to civil liability and penalties. This law closely resembles the State Water Resources Control Board's ("SWRCB") June 10, 2022, emergency regulation prohibiting the use of potable water to irrigate nonfunctional turf. The effective date for compliance with this law for local government agencies is January 1, 2027.

The District has at its Administration Office site nearly 5,000 square feet of non-functional turf and is moving towards removing it and replacing it with drought tolerant landscape. Currently, rebates of \$4.00 per square foot of turf removal are available from Western Water and the Metropolitan Water District of Southern California ("MWD") to replace the turf with drought tolerant landscaping. This is expected to increase to \$5.00 per square foot in May 2024. To qualify for the rebate, the District needs to submit a landscaping plan to MWD for acceptance. The preparation of the plan involves some effort and staff time or the hiring of an outside landscape designer. Western Water has an assistance program to provide for the design and is paying for the design of the landscaping at no cost to the District. The design is being done by Alison Loukeh, owner of ALWaterwise. It should be noted that after this project is completed, the District intends to perform turf removal and replacement at the Fire Station Property at Avalon and Mission Blvd.

Although the effective date for compliance with this law is a few years away, the funding for preparing the plans and the rebates for removal of the turf and replacing it with drought tolerant landscaping is available now and the District has the opportunity to demonstrate to the public that drought tolerant landscaping can be done in a way that not only saves water but also has great aesthetic value with most of the cost covered by the financial assistance from Western Water and the rebate for turf removal. Additionally, AB 1573 invokes the penalties of Water Code Section 1846 which are \$500 per day of violation.

As part of this program Western Water requires the recipient to indemnify Western Water for any liability resulting from errors in the design. The design is relatively simple showing the location, type, and quantity of plants as well as other landscape features. The District's exposure to loss is expected to be minimal as the plans will be reviewed by MWD for compliance with the rebate program and the landscape designer will correct any comments made by MWD before it will be accepted.

RECOMMENDATION:

Staff recommends the Board of Directors authorize the General Manager, or his designee, sign the Landscape Design Indemnification and Hold Harmless Agreement.

Respectfully,



BRIAN R. LADDUSAW
General Manager

Attach:

1. Landscape Design Indemnification and Hold Harmless Agreement
2. Preliminary Landscape Design Drawings

LANDSCAPE DESIGN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Indemnification and Hold Harmless Agreement (“**Agreement**”) is entered into this ___ day of _____, 2024 (the “**Effective Date**”), by and between Western Municipal Water District (“**Western Water**”), and _____ (“**Business**”). The parties may be referred to collectively as the “**Parties**” or individually as a “**Party**.” This Agreement is fully executed by both Parties, who hereby jointly agree as follows:

RECITALS

A. As part of its Turf Transformation Program, Western Water provides landscape design services (the “**Services**”) at low/no cost to commercial, industrial, and institutional water customers, including homeowners’ associations.

B. The Services generally consist of a conceptual landscape design plan (the “**Plan**”) that is intended for limited use as a guideline for landscape installation, which Plan illustrates and defines an overall design for the new landscape for the Business to implement.

C. The Plan is not an official “working drawing,” as that term is generally understood, nor does it include discussion about circumstances and conditions that might be encountered by the Business upon installation.

D. The Plan generally suggests the use of certain sturdy, low-water, readily available plants. Western Water makes no guarantee, covenant, promise, or representation about the hardiness, suitability, or other qualities of plant materials included in any Plan.

E. In consideration for the City providing the Services to Business, the Parties agree that the Business must indemnify Western Water for any liability resulting in any way under this Agreement.

NOW THEREFORE, in consideration of the above facts and for the covenants and agreements contained herein, the Parties agree as follows:

AGREEMENT

Section 1. Incorporation of Recitals.

The recitals above are hereby incorporated by reference.

Section 2. Waiver & Release.

In consideration of Western Water’s Services set forth in Section 3, below, the Business voluntarily and fully waives, releases, and discharges from any and all liability Western Water and its officials, directors, officers, employees, volunteers, representatives, assigns, and agents (“**Releasees**”) for any and all claims, actions, liabilities, damages, costs, demands, suits, judgements, or expenses made against any of the Releasees which in any way is related to or arises

from (1) the issuance of any Plan or the performance of any Services by Releasees; or (2) the Parties' execution of this Agreement.

The Business has read and fully understands the statutory language of Civil Code Section 1542, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The Business expressly and specifically waives and relinquishes any and all protections, privileges, rights, and benefits under Civil Code Section 1542 as to the matters included in this Agreement.

Section 3. Services.

In consideration of the Business entering into this Agreement, Western Water will provide the Services to the Business as part of Western Water's Turf Transformation Program.

The Parties agree that the Services consist solely of a conceptual landscape design plan (the "Plan") that is intended for limited use as a guideline for landscape installation, which Plan illustrates and defines an overall design for the new landscape for the Business to implement.

The Parties agree that Western Water's duties and responsibilities under this Agreement are complete upon the Business's receipt of the Plan. Western Water is not obligated to assist in the implementation of the Plan or the maintenance of any future landscaping.

Section 4. Indemnification.

The Business shall indemnify and defend at its own expense, including attorneys' fees, with an attorney(s) selected by Western Water, all Releasees from any and all claims, actions, causes of action, demands, suits, orders, judgments, liabilities, payments, losses, damages, costs, and expenses (including reasonable attorneys', consultants', and experts' fees and costs) which in any way is related to or arises from (1) the issuance of any Plan or the performance of any Services by Releasees; or (2) the Parties' execution of this Agreement.

Section 5. Authority.

Each of the Parties to this Agreement hereby represents, covenants, and warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

Section 6. Governing Law; Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in Riverside County.

Section 7. Amendment.

This Agreement cannot be amended or modified in any manner except by a writing executed by both Parties.

Section 8. Waiver.

Failure to insist on any one occasion upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

Section 9. Severability.

If any term, provision, or portion of this Agreement, or the application thereof to any person or circumstance is, to any extent, determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision, or portion thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and each such term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the Effective Date set forth above.

WESTERN MUNICIPAL WATER DISTRICT:

By: _____
Michelle Adams, MPA, CCEP
Customer Experience Manager

Date: _____

BUSINESS:

By: _____

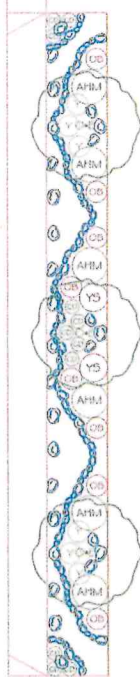
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Title: _____

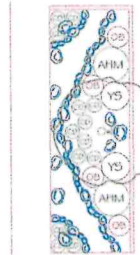
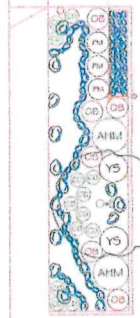
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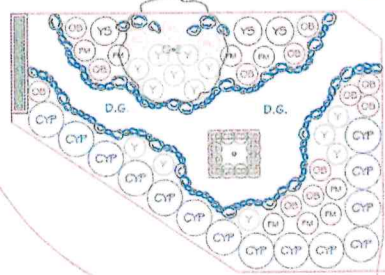
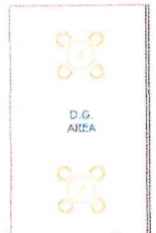
GATE
EXISTING DRIVEWAY



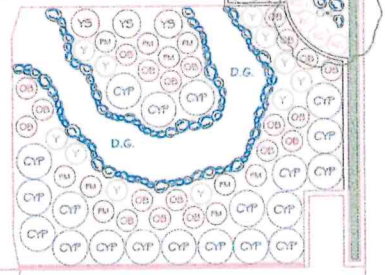
GATE
EXISTING DRIVEWAY

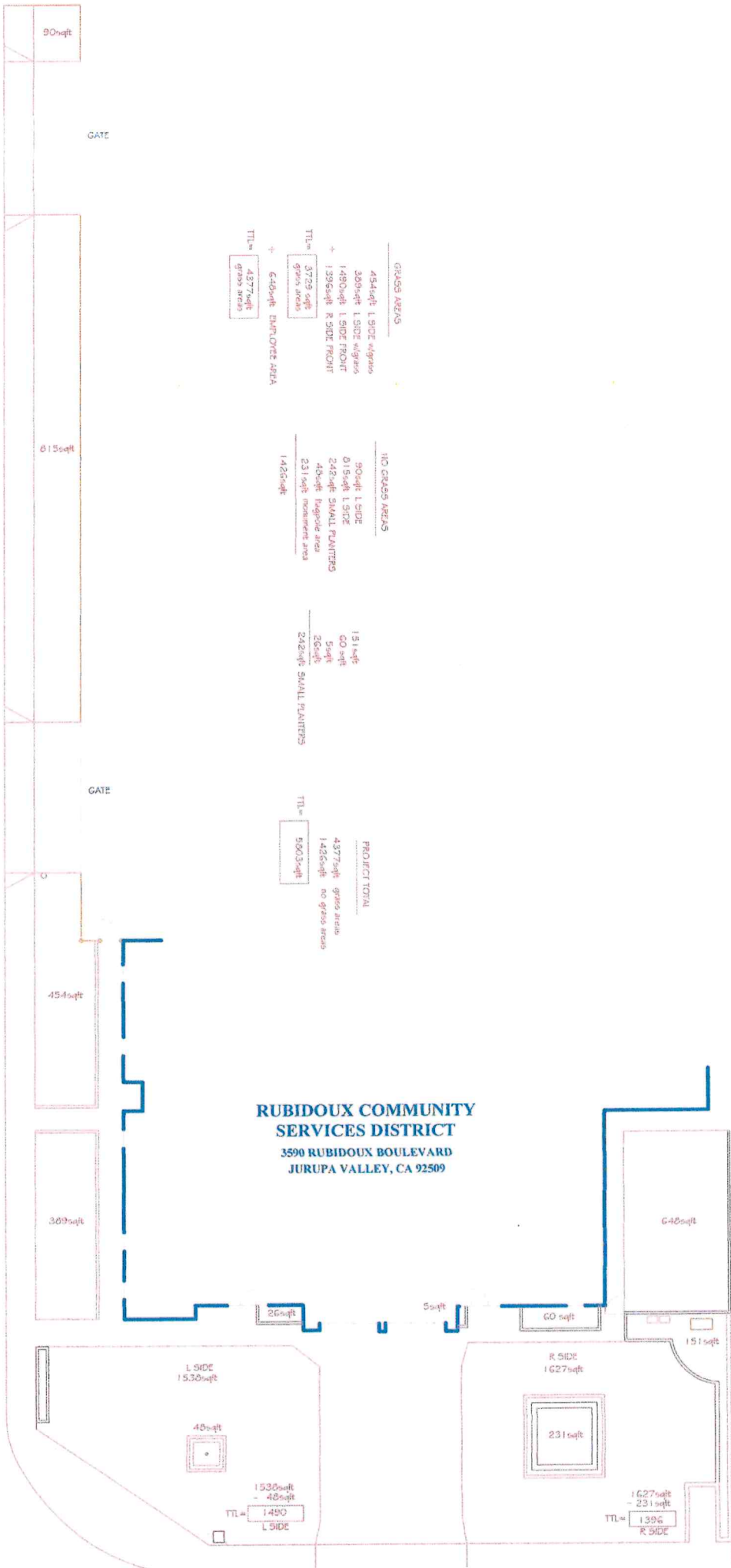



**RUBIDOUX COMMUNITY
SERVICES DISTRICT**



EXISTING DRIVEWAY





90sqft

GATE

815sqft

GATE

454sqft

369sqft

L SIDE
1530sqft

48sqft

TTL = 1480
L SIDE

GRASS AREAS
 454sqft L SIDE ALIENS
 369sqft L SIDE ALIENS
 1480sqft L SIDE FRONT
 + 1398sqft R SIDE FRONT
 TTL = 3729 sqft
 grass areas
 + 648sqft EMPLOYEE AREA
 TTL = 4377sqft
 grass areas

NO GRASS AREAS
 90sqft L SIDE
 815sqft L SIDE
 242sqft SMALL PLANTERS
 48sqft landscape area
 231sqft nonover area
 1425sqft

131sqft
 60sqft
 26sqft
 242sqft SMALL PLANTERS

PROJECT TOTAL
 4377sqft grass areas
 1425sqft no grass areas
 26sqft
 TTL = 5903sqft

648sqft

60sqft

151sqft

R SIDE
1627sqft

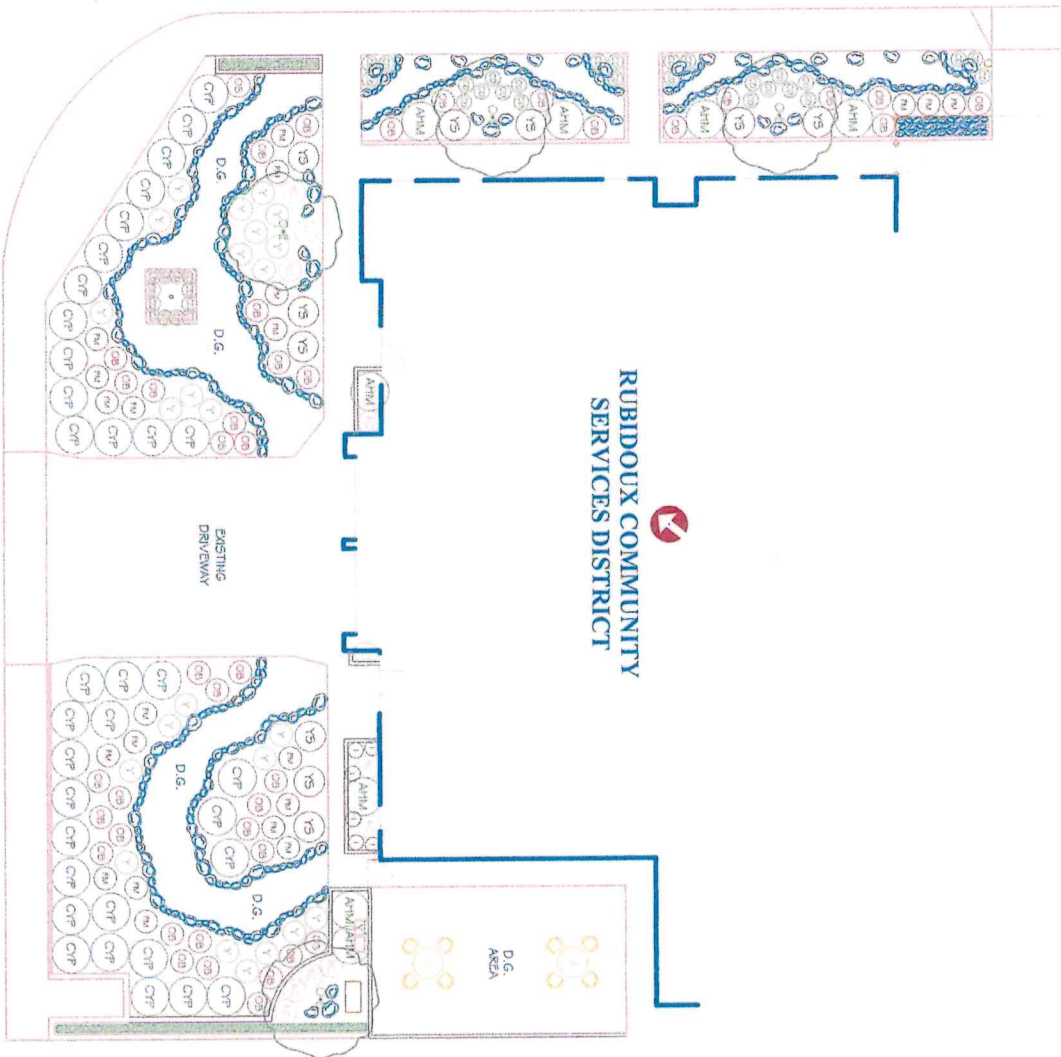
231sqft

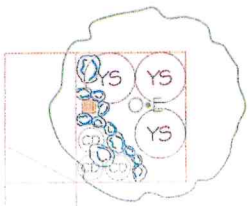
TTL = 1398
R SIDE

26sqft

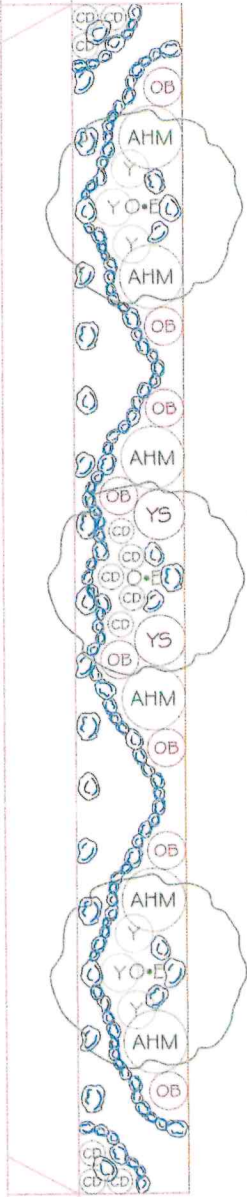
5sqft

RUBIDOUX COMMUNITY SERVICES DISTRICT





GATE
EXISTING
DRIVEWAY



GATE
EXISTING
DRIVEWAY

PLANT LIST

| KEY | BOTANICAL | COMMON | COLOR | SIZE | QTY |
|-------------------|--|---|---------------|---------|-----|
| TREES | | | | | |
| OE | OLEA EUROPEANA 'MAJESTIC BEAUTY', MULTITRUNK | FRUITLESS OLIVE 'MAJESTIC BEAUTY', MULTI | | 24" BOX | 8 |
| SHRUBS | | | | | |
| YS | ERIODICTYON | THICKLEAF | PURPLE | 5 GAL. | 15 |
| AHM | CRASSIFOLIUM ARCTOSTAPHYLOS D. 'HOWARD MCMINI' | YERBA SANTA VINE HILL MANZANITA | PINK | 5 GAL. | 14 |
| CYP | CEANOTHUS G. H. 'YANKEE POINT' | CARMEL CREEPER | LIGHT BLUE | 5 GAL. | 34 |
| RC | ROSA CALIFORNICA | CALIFORNIA WILD ROSE | PINK | 5 GAL. | 11 |
| PERENNIALS | | | | | |
| PM | PENSTEMON HETEROPHYLLUS 'MARGARITA BOP' | 'MARGARITA BOP' PENSTEMON | BLUE-PURPLE | 1 GAL. | 21 |
| OB | OENOTHERA BERLANDIERI | MEXICAN EVENING PRIMROSE | PASTEL PINK | 1 GAL. | 50 |
| Y | ACHILLEA MILLEFOLIUM | COMMON YARROW | WHITE | 1 GAL. | 30 |
| I | IRIS DOUGLASSIANA | PACIFIC COAST IRIS | WHITE, PURPLE | 1 GAL. | 6 |
| GRASSES | | | | | |
| CD | CAREX DIVULSA | BERKELEY SEDGE | | 1 GAL. | 52 |

NOTES:

RECOMMEND 50/50 MIX TO BE USED IN ALL PLANTING AREAS TO IMPROVE SOIL
 OPEN AREAS OF GARDEN TO BE DECOMPOSED GRANITE, WITH AREAS IMMEDIATELY AROUND PLANTS TO BE MULCHED
 TREES TO BE PLANTED LEVEL WITH GRADE, AND D.G. AREAS TO BE LEVEL WITH GRADE
 PLANTED AREAS TO BE 8-10 INCHES LOWER THAN GRADE, TO ACT AS WATER RETENTION OR PERCOLATION AREAS
 NATURAL RIVERROCK TO BE USED TO LINE GARDEN BEDS
 LARGE BOULDERS TO BE PLACE TO BLOCK UNAUTHORIZED VEHICLES IN LANDSCAPED AREAS
 HARDSCAPE MATERIALS USED SHOULD MATCH BUILDING EXTERIOR.

GENERAL NOTES:

- THIS IS A CONCEPTUAL LANDSCAPE PLAN & IS NOT TO BE CONSIDERED A SET OF WORKING DRAWINGS. THIS PLAN IS INTENDED FOR USE AS A GUIDELINE FOR INSTALLATION PURPOSES & TO DEFINE & ILLUSTRATE FOR THE HOMEOWNER OR THE CONTRACTOR THE OVERALL DESIGN OF THE NEW LANDSCAPE.
- DESIGNER IS TO BE CONTACTED FOR ANY CLARIFICATIONS AS WELL AS RECOMMENDATIONS FOR SUITABLE SUBSTITUTES IN THE EVENT OF UNAVAILABLE MATERIALS. THIS IS ESPECIALLY IMPORTANT WHEN DEALING WITH SPECIFIED PLANT MATERIALS.
- GRADING & DRAINAGE: PROPER GRADING & DRAINAGE MUST BE INSURED. NOTE THAT THIS CONCEPT PLAN DOES NOT SPECIFY THE ACTUAL LOCATION OF DRAIN PIPE OR CATCH BASINS. THE ACTUAL DESIGN & INSTALLATION OF ANY DRAINAGE SYSTEM IS THE SOLE RESPONSIBILITY OF THE INSTALLER & SHOULD BE BASED ON AN ON-SITE EVALUATION OF FIELD CONDITIONS BY THE CONTRACTOR OR HOMEOWNER. ALL HARD SURFACES MUST SLOPE AWAY FROM ANY STRUCTURES.
- ALL WORK SHALL CONFORM TO CURRENT INDUSTRY STANDARDS AND LOCAL BUILDING CODES. PERMITS WHEN NECESSARY ARE THE RESPONSIBILITY OF THE CONTRACTOR OR PROPERTY OWNER.
- INSTALLATION CONTRACTOR IS RESPONSIBLE TO MAKE ANY CHANGES AS REQUIRED BASED ON ON-SITE EVALUATION OF FIELD CONDITIONS.