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November 22, 2022

Casey Rosdail
Battalion Chief
165 Durley Avenue
Camarillo, CA 93010

RE: Agreement for Co-Funding Pump Pod DRAFTS Unit

This letter is intended to establish the terms of an agreement ("Agreement") between Calleguas Municipal Water District ("Calleguas") and the Ventura County Fire Protection District ("VCFPD") for Calleguas to co-fund a Pump Pod DRAFTS unit for recirculating water during firefighting training. The terms of the Agreement are as follows:

Purpose

Each fiscal year, Calleguas allocates budget to conservation and water use efficiency (WUE) activities that reduce demand for potable water in its service area. The Pump Pod DRAFTS units have demonstrated significant water savings during firefighting training, and therefore use of the device is consistent with activities funded through Calleguas' conservation and WUE budget. This Agreement covers a one-time sponsorship funding contribution for a single DRAFTS unit.

Calleguas Co-Funding

Calleguas will contribute to the cost of the DRAFTS unit in an amount not to exceed \$10,000. VCFPD will submit an invoice to Calleguas which includes back-up documentation of the device purchased by VCFPD. If VCFPD submits the invoice within the first five (5) calendar days of the month, Calleguas will pay the invoice within thirty (30) days, otherwise, Calleguas will pay the invoice within sixty (60) days of submittal.

Acknowledgement of Funding Support

VCFPD will acknowledge funding support from Calleguas by prominently displaying the Calleguas logo on the Pump Pod DRAFTS Unit. Upon receipt of the unit, VCFPD will submit photos of the unit documenting the display of the Calleguas logo to Dan Drugan (ddrugan@calleguas.com).

Indemnity

VCFPD shall defend, indemnify, and hold harmless Calleguas and its agents, consultants, directors, employees, and officers from and against any and all claims, costs, damages, demands, fees, expenses, liabilities and losses (including without limitation reasonable attorneys' and experts fees and costs) of any kind or nature (including without limitation personal injury, death or property damage) asserted by a third party arising out of this Agreement and/or the purchase and/or use of the Pump Pod DRAFTS unit. The foregoing defense, indemnity and hold harmless obligations shall not apply to any claims, costs, damages, demands, fees, expenses, liabilities and/or losses to the extent (and only to the extent) they are caused by the sole negligence, active negligence, or willful misconduct of Calleguas or any of its agents, consultants, directors, employees, and officers. The defense and indemnity responsibilities of this Agreement shall survive the termination of this Agreement for the full period of time allowed by law and shall not be limited to, or restricted by, any insurance proceeds received by VCFPD or District.

Please have the appropriate VCFPD officer sign below to acknowledge VCFPD's acceptance of this agreement. Thank you for your assistance with this matter.

Sincerely,



Kristine McCaffrey
Acting General Manager

I hereby acknowledge and accept:

Signature

Date

Print Name and Title