

As a matter of proper business decorum, the Board of Directors respectfully request that all cell phones be turned off or placed on vibrate. To prevent any potential distraction of the proceeding, we request that side conversations be taken outside the meeting room.

AGENDA
REGULAR BOARD MEETING
THREE VALLEYS MUNICIPAL WATER DISTRICT
1021 E. MIRAMAR AVENUE, CLAREMONT, CA 91711

Wednesday, December 2, 2020 – 8:00 a.m.

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Newsom in response to the COVID-19 outbreak and as a precaution to our Board of Directors, staff and the public, Three Valleys MWD will hold its Board meeting via teleconference. The public's physical attendance at the district is not allowed. The public may participate in the teleconference by clicking on the link below:

<https://attendeegotowebinar.com/register/46907776245554188>

(Dial-in instructions are provided after registering at the link above)

Any member of the public wishing to participate in Public Comment may do so by filling out the speaker's card at the following link: **<https://arcg.is/0z5GqO>**

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region's needs in a reliable and cost-effective manner.

Item 1 – Call to Order

Kuhn

Item 2 – Roll Call

**Executive
Assistant**

Item 3 – Additions to Agenda [Government Code Section 54954.2(b)(2)]

Kuhn

Additions to the agenda may be considered when two-thirds of the board members present determine a need for immediate action, and the need to act came to the attention of TVMWD after the agenda was posted; this exception requires a degree of urgency. If fewer than two-thirds of the board members are present, all must affirm the action to add an item to the agenda. *The Board shall call for public comment prior to voting to add any item to the agenda after posting.*

Item 4 – Reorder Agenda

Kuhn

Item 5 – Public Comment (Government Code Section 54954.3)

Kuhn

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. TVMWD requests that all public speakers complete a speaker's card and provide it to the Executive Assistant.

We request that remarks be limited to five minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

Item 6 – General Manager’s Report

Litchfield

The Executive Leadership Team will provide brief updates on existing matters under their purview and will be available to respond to any questions thereof.

6.A – Approve Resolution No. 20-12-882 Recognizing John Mendoza for His Service at Three Valleys MWD – [enc]

Litchfield

The Board will consider approving Resolution No. 20-12-882 recognizing John Mendoza for his service at the District.

Item 6.A – Board Action Required

Staff recommendation: Approve as presented

6.B – Approve Resolution No. 20-12-883 Recognizing Denise Jackman for Her Service at Three Valleys MWD – [enc]

Litchfield

The Board will consider approving Resolution No. 20-12-883 recognizing Denise Jackman for her service at the District.

Item 6.B – Board Action Required

Staff recommendation: Approve as presented

6.C – Three Valleys MWD Virtual Tour

Howie

The Board will preview a virtual tour of the district developed by CV Strategies.

6.D – Chino Basin Watermaster 2020 Optimum Basin Management Program (OBMP) Progress Report – [enc]

Litchfield

The Board will be provided an update on the Chino Basin Optimum Basin Management Program.

6.E – Draft Agreement for Operation and Maintenance of Six Basins Groundwater Project – [enc]

Litchfield

The Board will review the draft agreement for Operation and Maintenance of Six Basins Groundwater Project.

6.F – TVMWD Miragrand Well Landscape Design Project – [enc]

Kellett

The Board will be provided an update on the Miragrand Well landscape design project.

6.G – Projects Summary Update

Peralta

The Board will be given an update of ongoing District projects.

Item 7 – Directors’ / General Manager’s Oral Reports

Kuhn

Directors and the Managers may report on activities for meetings to which they are assigned to serve as the representative or alternate of TVMWD, and on other areas of interest.

Item 8 – Closed Session

Kuhn

Conference with Legal Counsel – Anticipated Litigation

- Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
- One potential case

Item 9 – Future Agenda Items

Kuhn

Item 10 – Adjournment and Next Meeting

Kuhn

The Board will adjourn to a regular Board Meeting on Wednesday, December 16, 2020 at 8:00 a.m.

American Disabilities Act Compliance Statement

Government Code Section 54954.2(a)



Any request for disability-related modifications or accommodations (including auxiliary aids or services) sought to participate in the above public meeting should be directed to the TVMWD's Executive Assistant at (909) 621-5568 at least 24 hours prior to meeting.

Agenda items received after posting

Government Code Section 54957.5

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the TVMWD office located at, 1021 East Miramar Avenue, Claremont, CA, 91711. The materials will also be posted on the TVMWD website at www.threevalleys.com.

Three Valleys MWD Board Meeting packets and agendas are available for review on its website at www.threevalleys.com.

RESOLUTION NO. 20-12-882

A RESOLUTION OF THE BOARD OF DIRECTORS OF THREE VALLEYS MUNICIPAL WATER DISTRICT RECOGNIZING, HONORING AND COMMENDING JOHN MENDOZA FOR SERVING AS A BOARD MEMBER OF THREE VALLEYS MUNICIPAL WATER DISTRICT

WHEREAS, JOHN MENDOZA was elected to the Three Valleys Municipal Water District Board of Directors in December 2016 to Division 6; and

WHEREAS, John having faithfully served as a Board member of the District from December 7, 2016 through December 4, 2020 and a previous term from January 21, 2009 through January 7, 2013; and

WHEREAS, throughout his service, John has demonstrated unwavering loyalty and dedication; and

WHEREAS, John held board appointments as the representative to Six Basins Watermaster, City of Pomona Council meetings and BizFed and alternate to the San Gabriel Valley Economic Partnership and Southern California Water Coalition; and

WHEREAS, during his tenure at Three Valleys Municipal Water District worked tirelessly with his Board colleagues in meeting the District’s mission to supplement and enhance local water supplies to meet the region’s needs in a reliable and cost-effective manner; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of Three Valleys Municipal Water District hereby confers upon John Mendoza their highest commendation for the outstanding public service he has performed for the District and the community as a member of the Board.

ADOPTED and **PASSED** at a meeting of the Three Valleys Municipal Water District’s Board of Directors held via teleconference, on this 2nd day of December 2020 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Bob G. Kuhn, President

ATTEST:

Carlos Goytia, Secretary

SEAL:



*Certificate of
Congressional Recognition
Presented to*

John Mendoza

Board of Directors – Division VI

U.S. Congresswoman Grace F. Napolitano proudly joins the Three Valleys Municipal Water District to honor and to celebrate your many accomplishments and invaluable public service. Your water expertise and visionary work are greatly appreciated and merit our highest praise.

December 2, 2020
Date

Grace F. Napolitano
Member of Congress

RESOLUTION NO. 20-12-883

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THREE VALLEYS MUNICIPAL WATER
DISTRICT RECOGNIZING, HONORING AND
COMMENDING DENISE JACKMAN FOR SERVING
AS A BOARD MEMBER OF THREE VALLEYS
MUNICIPAL WATER DISTRICT**

WHEREAS, DENISE JACKMAN was appointed to the Three Valleys Municipal Water District Board of Directors in January 2019 to fill a vacancy for Division 7; and

WHEREAS, Denise having faithfully served as a Board member of the District from January 23, 2019 through December 4, 2020; and

WHEREAS, throughout her service, Denise has demonstrated unwavering loyalty and dedication; and

WHEREAS, Denise held board appointments as the representative to Rowland Water District and alternate to the PWR Joint Water Line Commission, San Gabriel Valley Council of Governments and Walnut Valley Water District; and

WHEREAS, during her tenure at Three Valleys Municipal Water District worked tirelessly with her Board colleagues in meeting the District’s mission to supplement and enhance local water supplies to meet the region’s needs in a reliable and cost-effective manner; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of Three Valleys Municipal Water District hereby confers upon Denise Jackman their highest commendation for the outstanding public service she has performed for the District and the community as a member of the Board.

ADOPTED and **PASSED** at a meeting of the Three Valleys Municipal Water District’s Board of Directors held via teleconference, on this 2nd day of December 2020 by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Bob G. Kuhn, President

ATTEST:

Carlos Goytia, Secretary

SEAL:



*Certificate of
Congressional Recognition
Presented to*

Denise Jackman

Board of Directors – Division VII


U.S. Congresswoman Grace F. Napolitano proudly joins the Three Valleys Municipal Water District to honor and to celebrate your many accomplishments and invaluable public service. Your water expertise and visionary work are greatly appreciated and merit our highest praise.

December 2, 2020
Date

Grace F. Napolitano
Member of Congress



Board of Directors Staff Report

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: December 2, 2020
Subject: **Chino Basin Watermaster Optimum Basin Management Program Update**

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	<input type="checkbox"/> Funds Budgeted
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Cost Estimate:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Background:

The Chino Groundwater Basin is a vital resource for TVMWD member agencies as well as member agencies of the Inland Empire Utilities Agency (“IEUA”) and Western Municipal Water District (“WMWD”). Over the past 20 years, the Parties to the Chino Basin Judgement have collaborated on the development and implementation of the Optimum Basin Management Program (“OBMP”) which has enabled the region to manage the Chino Groundwater Basin to guarantee a reliable water supply for the benefit of the regional economy.

It is common knowledge that the Chino Basin region has experienced rapid economic and population growth during times of extreme drought period in the last decade. Through the collaborative efforts of the Parties to the Judgment and work of the Chino Basin Watermaster (“Watermaster”), the scientific understanding of the Chino Basin has improved significantly over the past 20 years. Furthermore, since imported water supplies to the region have become scarcer over time, the importance of the OBMP as a planning document guiding the management of the Chino Basin has become even more paramount. The Chino Groundwater Basin region faces many challenges to address with the goals of (1) enhancing Basin water supplies; (2) protecting and enhancing water quality; (3) enhancing management of the Basin; and (4) equitably financing the OBMP.

Chino Basin Watermaster staff and all Chino Basin Parties worked on the OBMP update for over a year and half. The OBMP update is complete and will be the document utilized by all stakeholders that rely on the Chino Basin to meet their respective needs and solve challenges. The TVMWD Board of Directors approved Resolution No. 20-10-880 at the October 21, 2020 Board meeting. Chino Basin Watermaster passed Resolution No. 2020-

06 adopting the 2020 OBMP Report at their Board of Directors meeting on October 22, 2020. Attached as **Exhibit A** is the monthly update for September-October 2020 provided by Watermaster.

Strategic Plan Objective(s):

- 1.1 – Secure water supplies that exceed the estimated annual demands by 10%
- 1.3 – Maintain diverse sources of water supplies and storage
- 3.3 – Be accountable and transparent with major decisions

Attachment(s):

Exhibit A – Chino Basin Watermaster OBMP Progress Report

Meeting History:

Board of Director’s Meeting – October 21, 2020, Action Item

NA/ML

OPTIMUM BASIN MANAGEMENT PROGRAM — MARKERS & MILESTONES

SEPTEMBER-OCTOBER 2020



What you'll find in the Optimum Basin Management Program Report:



Introduction and Background: The history of the OBMP and an overview of the public development process.



2020 OBMP Goals and Activities: Outlines the 2020 OBMP goals and the activities proposed to achieve them.



Integration of the 2020 OBMP Update Activities with the 2000 OBMP Program Elements:

Establishes the relationship between the proposed activities with the existing Program Elements of the 2000 OBMP Implementation Plan.



2020 OBMP Management Plan: This section delineates all the actions that will continue from the 2000 OBMP as well as the new activities proposed by parties during the 2020 OBMP Update Process. This section also will serve as the basis for drafting the 2020 OBMP Implementation Plan that will occur during the beginning of 2021.

OBMP ADOPTED

The long-awaited 2020 Optimum Basin Management Program (OBMP) update was unanimously adopted by the Watermaster Board of Directors in October, concluding development and collaboration between Watermaster staff, consultants and stakeholders.

In the months leading up to adoption, Watermaster conducted a final workshop to address any remaining comments on the draft plan. All comments and responses have been added to an appendix of the final 2020 OBMP report.

The three regional agencies involved in basin management – Three Valleys Municipal Water District, Inland Empire Utilities Agency and Western Municipal Water District – unanimously adopted resolutions of support for the 2020 OBMP, in advance of Watermaster Board's consideration.

The 2020 OBMP is an example of a successful collaborative public process that identified management goals and steps to achieve them. The program will guide management for the next 20 years and will ensure the maximum beneficial use of the Basin by all interested parties.

Next Steps:

First, the parties need an agreement to address a portion of the Storage Management Plan related to storage for local use only. Watermaster is evaluating the effects of continuing local storage use.

Second, Judgment parties will need to develop an agreement to implement the OBMP update and IEUA will prepare the necessary CEQA documentation. Court review and a financing plan will follow.



Enhance Basin
Water Supplies



Protect and Enhance
Water Quality



Enhance
Management
of the Basin



Equitably Finance
the OBMP

2020 OBMP Implementation Plan Program Elements (PEs) *NEW AND CONTINUING ACTIONS*

PE 1 – Monitoring Program

- Continue the required monitoring and reporting
- Review and update Watermaster’s monitoring and reporting program*

PE 2 – Recharge Program

- Complete the 2023 Recharge Master Plan Update
- Implement recharge projects on need and available resources

PE 3 – Supply for Impaired Areas

- Continue CDA Operations



PE 4 – Subsidence Management

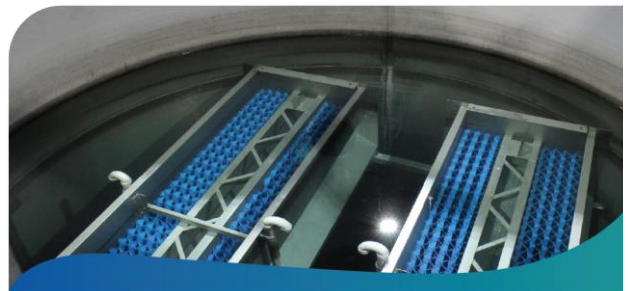
- Implement Watermaster’s Subsidence Management Plan and adapt as necessary

PE 5 – Regional Supplemental Water Program

- Watermaster will support the IEUA, the TVMWD, the WMWD, and/or others in their efforts to improve water supply and reliability to ensure those efforts are integrated with Watermaster’s groundwater management efforts*

PE 6 – Cooperative Programs with Water Quality Regulators

- Develop an initial emerging contaminants monitoring plan*
- Evaluate need for a Groundwater Quality Management Plan*



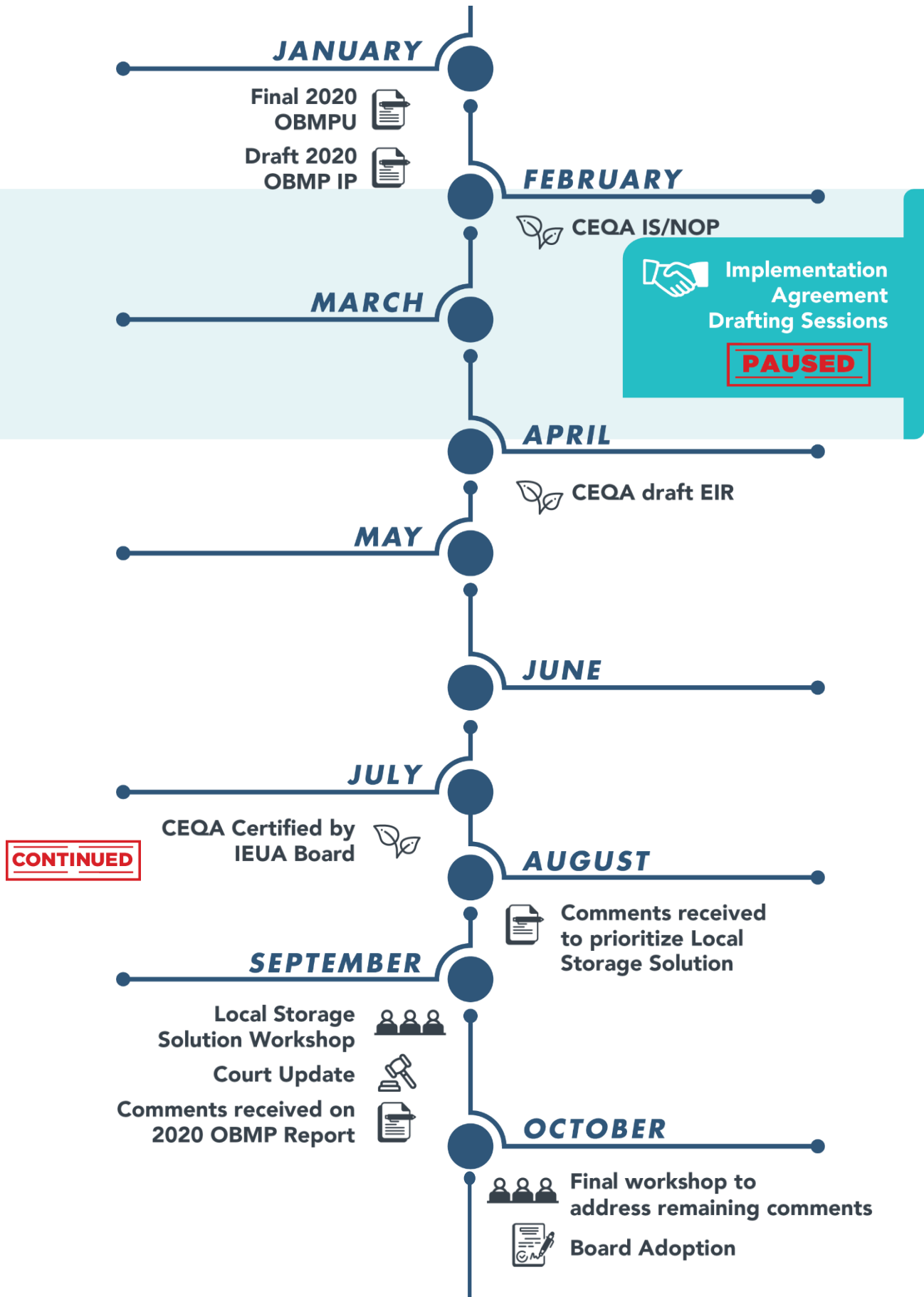
PE 7 – Salt Nutrient Management Plan

- Continue to implement the Maximum Benefit Salt Nutrient and Management Plan
- Update every 5 years the water quality projections to evaluate compliance*

PE 8/9 – Storage Management Plan/Storage and Recovery Programs

- Complete and submit the 2020 Storage Management Plan to the Court*
- Develop a Storage and Recovery Master Plan*

2020 OBMP Update Process



2020

BACKGROUND

The Chino Basin Judgment gave the Chino Basin Watermaster (Watermaster) the discretionary authority to develop an Optimum Basin Management Program (OBMP) for the Chino Basin, including both water quantity and quality considerations. Watermaster, with direction from the Court, began the development of the OBMP in 1998 and completed it in July 2000. The OBMP was developed in a collaborative public process that identified the needs and wants of all stakeholders; described the physical state of the groundwater basin; developed a set of management goals; identified impediments to those goals; described a series of actions that could be taken to remove those impediments and thereby achieve the management goals; developed and executed agreements to implement the OBMP; and certified a Programmatic Environmental Impact Report (PEIR) pursuant to CEQA with IEUA as the lead agency.

The 2020 OBMP Update was developed through a collaborative stakeholder process, the same way as the 2000 OBMP. A series of public "Listening Sessions" were held by Watermaster throughout 2019 to obtain information, ideas, and feedback from all stakeholders.

Through the listening session process, the Chino Basin stakeholders have identified their needs, and desires, their collective goals for the 2020 OBMP Update, the impediments to achieving the goals and the management actions required to remove the impediments.

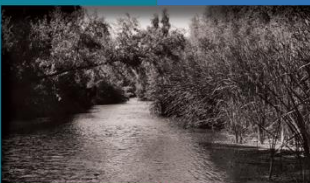
THE COLLABORATIVE PROCESS HAS RESULTED IN THE CREATION OF TWO DOCUMENTS:

- **The 2020 OBMP Scoping Report:** This document captures input from all stakeholders and outlines the estimated effort to implement the proposed activities.
- **The 2020 OBMP Update Report:** This is the comprehensive document that includes the history of the OBMP, describes the collaborative process and provides the basis for the development of the 2020 OBMP Implementation Plan Update.

The 2020 OBMP Update requires an Environmental Review of foreseen facilities and projects that could be built as a result of the implementation of the management actions in the updated Implementation Plan. This effort is underway.


For more details on the process and achievements of the listening sessions please refer to our previous newsletters: www.cbwm.org/obmp_newsletters.htm.

For additional information, visit: www.cbwm.org/OBMPU.htm
or contact Edgar Tellez Foster at etellezfoster@cbwm.org





Board of Directors Staff Report

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: December 2, 2020
Subject: **Draft Agreement for Operation and Maintenance of Six Basins Groundwater Project**

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Funds Budgeted:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

In April 2018, the Puente Basin Water Agency (“PBWA”), a joint powers authority formed by the Walnut Valley Water District and the Rowland Water District, funded and constructed the “Six Basins Groundwater Project” (“Project”) specifically intended to increase groundwater production from the Six Basins Groundwater Basin. Groundwater produced from the Project will be delivered into the 54” diameter pipeline section of the Joint Water Line (“JWL”).

PBWA approached TVMWD and inquired if TVMWD would be interested in operating the Project on behalf of PBWA. The State of California Department of Public Health, Division of Drinking Water (“DDW”) will require an agency with a Treatment Certification Level 5 (“T5”) to operate the Project since blending is the proposed treatment for perchlorate and nitrate contamination. TVMWD has the requisite T5 treatment certification level per its current Operating Permit No. 04-15-99P-017. Operation of the Project by TVMWD will require an amendment to the current DDW permit. DDW has indicated that an approved operating agreement will be required to be executed by both PBWA and TVMWD prior to issuing said amendment.

Attached as **Exhibit A** is a draft agreement negotiated by the Parties titled *Agreement for Operation and Maintenance of the Six Basins Groundwater Treatment Project*.

This is an informational item only and staff will bring this agreement back to the board at a future date for execution once all parties are in agreement with the terms and conditions.

Strategic Plan Objective(s):

2.1 - Increase Miramar Treatment Plant deliveries to 60% - 70% of available capacity

3.3 – Be accountable and transparent with major decisions

3.5 – Ensure that all of the region’s local government policy makers understand TVMWD’s role in the delivery of water

4.4 - Align agreements to current business practices

Attachment(s):

Exhibit A – Agreement for Operation and Maintenance of Six Basins Groundwater Project (Draft).

Meeting History:

None

NA/ML

**AGREEMENT FOR OPERATION
AND MAINTENANCE OF SIX BASINS GROUNDWATER PROJECT**

This Agreement is by and between THREE VALLEYS MUNICIPAL WATER DISTRICT, a public agency ("TVMWD" herein), and PUENTE BASIN WATER AGENCY, a public agency ("PBWA" herein). TVMWD and PBWA are each referred to as "Party" and jointly referred to as "Parties" herein.

RECITALS:

A. WHEREAS the Puente Basin Water Agency ("PBWA" herein) is a Joint Powers Authority created by a Joint Powers Agreement ("JPA" herein) between the Walnut Valley Water District and the Rowland Water District.

B. WHEREAS the TVMWD is a Municipal Water District organized pursuant to Section 71000 et. Seq. of the California Water Code and is a member agency of the Metropolitan Water District of Southern California.

C. On or about April 2018, PBWA funded and constructed the "Six Basins Groundwater Project" ("Project") specifically intended to increase groundwater production from the Six Basins Groundwater Basin. Groundwater produced from the Project is delivered

into a 54” diameter pipeline section of the Joint Water Line (“JWL” herein). The JWL obtains its water from the following three sources:

1. Metropolitan Water District of Southern California’s (MWD) Weymouth Treatment Plant, which treats a combination of Colorado River and State Project water via TVMWD PM-15A/B, as defined herein;
2. TVMWD’s Miramar Treatment Plant, which treats and delivers State Project water at a metered connection at the City of La Verne’s 5th and C Street Plant; and
3. Groundwater from the 6 Basins Groundwater Basins from the Project through a lease agreement with the City of La Verne, specifically the Old Baldy Well and the new replacement of the Durward Well.

E. The Parties wish by execution of this Agreement to set forth the respective rights and duties of the Parties concerning the operation and maintenance of the Project.

COVENANTS:

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereof, the Parties hereto do agree as follows:

SECTION I EFFECTIVE DATE; EFFECT; TERM.

A. EFFECTIVE DATE.

This Agreement must be executed by each Party before it is binding on any Party. TVMWD shall be the last Party to execute this Agreement, which shall become effective on the date executed by TVMWD ("Effective Date").

B. EFFECT.

TVMWD shall undertake Project operations upon issuance of a permit amendment by the State of California Division of Drinking Water to TVMWD Drinking Water Supply Permit No. 04-15-99P-017 ("DDW Permit").

C. TERM.

Unless earlier terminated, extended, and/or amended in accordance with the provisions hereof, the term of this Agreement shall commence on the Effective Date and expire on December 31, 2038, Upon expiration of the initial term, in 2038, the agreement shall automatically renew for four (4) additional five-year (5) terms thereafter ("Term").

SECTION II DEFINITIONS.

A. SIX BASINS GROUNDWATER PROJECT.

The “Project” means the Old Baldy Well, Durward Well, and all Water Transmission Facilities as depicted in Exhibit A hereof and incorporated herein by this reference. Additionally, the Project includes any future groundwater production wells delivering water to the Project, Repairs and Replacements (as defined in Subsection E) and/or Capital Improvements (as defined in Subsection F).

B. TVMWD MIRAMAR TREATMENT FACILITY CONNECTION.

The “TVMWD Miramar Treatment Facility Connection” means the facilities as depicted in Exhibit B hereof and incorporated by this reference.

C. TVMWD PM-15 A/B CONNECTION.

The “TVMWD PM-15 A/B Connection” means the facilities as depicted in Exhibit C hereof and incorporated by this reference.

D. JOINT WATER LINE.

The “JWL” means the water transmission main and related facilities as depicted in Exhibit D hereof and incorporated by this reference.

E. REPAIRS AND REPLACEMENTS.

For purposes of this Agreement, “Repairs and Replacements” means those modifications to the Project that are not a Capital Improvement.

F. CAPITAL IMPROVEMENTS.

For purposes of this Agreement, “Capital Improvements” means modifications to the Project that enhance or expand its operation.

SECTION III: OPERATIONAL PROCEDURES.

I. GENERAL.

Groundwater production from Old Baldy and Durward Wells will be maximized for delivery into the JWL when there is sufficient MWD/TVMWD flow for blending of the groundwater produced from the Old Baldy Well, Durward Well and/or any future well(s) to meet all water quality requirements as stated in the DDW Permit issued to TVMWD.

A. JWL BLEND SOURCE PRIORITY.

1. Priority for the source of blending water into the JWL water is as follows:

- a. Treated water from MWD’s Weymouth Treatment Plant via TVMWD PM-15A/B up to a maximum flow rate of 3cfs will have first priority.

b. Treated water from the TVMWD 5TH and C connection will have second priority.

c. Treated water from MWD's Weymouth Treatment Plant via TVMWD PM-15A/above a flow rate of 3 cfs will have third priority.

SECTION IV OWNERSHIP

The Project shall be owned by PBWA. PBWA shall hold clear and unencumbered title in and to the Project facilities and TVMWD shall possess all rights to operate the Project on behalf of PBWA under the DDW Permit and in accordance with this Agreement, including all well flow rates and blending source flow rates.

SECTION V OPERATION AND MAINTENANCE.

A. TVMWD TO OPERATE.

1. TVMWD shall operate and inspect the Project on behalf of PBWA in accordance with TVMWD internal operating procedures and in accordance with the DDW Permit.

2. TVMWD shall control all devices, meters, and valves appurtenant to the Project either manually and/or via the TVMWD SCADA system.

3. As a Metropolitan Member Agency, TVMWD will operate the Metropolitan Service Connections in accordance with Metropolitan's Administrative Code.

4. Subject to the provisions of this Agreement, TVMWD shall not be impaired from exercising its rights, powers and duties as a Municipal Water District under law and as set forth in the Water Code of the State of California.

5. TVMWD's General Manager shall be responsible for the management, operation, and routine inspection of the Project. TVMWD's General Manager, or his or her designee, shall promptly notify PBWA's Administrator of any operational problems with any Project facility or component that may require maintenance under Subsection 6, below, or Repair and/or Replacement pursuant to Section VIII(A).

6. At its sole cost and expense, all routine and non-routine maintenance of the Project facilities shall be the responsibility of the PBWA. PBWA shall coordinate any such maintenance or any Repair and Replacement with TVMWD.

7. All flow changes shall be administered and managed by TVMWD operations staff.

8. The Parties shall be responsible for the operation, maintenance, repair, and/or replacement of their respective systems beyond the termination points of the Project.

9. In the event of an emergency, TVMWD may, without notice, take such action as it deems necessary to prevent damage to persons or property.

SECTION VI WATER QUALITY.

A. All water delivered to the JWL by the Project shall meet all primary and secondary standards as outlined in the DDW Permit.

B. All required water quality sampling and reporting shall be the responsibility of TVMWD.

C. All water quality sampling results will be provided by TVMWD to PBWA on a monthly basis in accordance with the permitting agency's approved sampling plan.

SECTION VII PROJECT OPERATIONAL COSTS AND CHARGES.

A. All costs incurred by TVMWD for the management, inspection and operation of the Project shall be borne by PBWA as outlined in herein. TVMWD shall invoice PBWA monthly for all costs incurred to operate the Project. PBWA shall pay such costs within thirty (30) days of the date of the invoice provided by TVMWD.

SECTION VIII EXTRAORDINARY PROJECT ACTIVITIES.

A. PROJECT REPAIRS AND REPLACEMENTS.

1. TVMWD shall inspect and identify all necessary Repairs and Replacements. All identified repairs and replacements shall be transmitted by TVMWD to PBWA in a prompt and timely manner.

2. Repairs and Replacements, and the costs and expenses thereof, shall be the sole responsibility of PBWA.

3. In the event of an emergency, TVMWD may cease all Project operations.

4. All Repairs or Replacements shall be consistent with sound engineering, construction, and operating practices.

B. CAPITAL IMPROVEMENTS.

PBWA may undertake Capital Improvements at its sole cost and expense.

SECTION IX DEFAULT; REMEDIES.

A. DEFINITION OF DEFAULT BY PBWA.

A default by PBWA shall be a failure to make payment for operational costs incurred for a period of sixty (60) days after invoicing thereof from TVMWD to the PBWA.

B. TVMWD'S REMEDIES ON DEFAULT BY PBWA.

If PBWA should fail to remedy any default within fifteen (15) days after receiving written notice from TVMWD specifying such failure (provided that this fifteen (15) day period shall be extended in the event PBWA's failure cannot reasonably be remedied within fifteen (15) days so long as PBWA timely commences that remedy and diligently pursues it to completion), then TVMWD shall have the right, at its option, without any further demand or notice, to pursue any or all legal, equitable, and/or administrative remedies available to TVMWD under this Agreement and/or TVMWD policy, including but not limited to ceasing Project operations.

C. DEFINITION OF DEFAULT BY TVMWD.

A default by TVMWD shall be the intentional and willful failure or refusal of TVMWD to provide operational services for the Project to the PBWA, provided such failure or refusal is not due to or the result of any of the following: unavailability of water from MWD; physical defects or operational failure of the Miramar System; required operation and

maintenance activities; riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, wind, landslides, and fire, or labor disputes or other catastrophic events beyond the reasonable control of TVMWD; or compliance with any order or directive of a court of competent jurisdiction or of any Federal, State or local government agency exercising applicable jurisdiction over TVMWD, the operation of the Miramar System, or the quality or quantity of water produced therefrom.

D. PBWA REMEDIES ON DEFAULT BY TVMWD.

For any financially calculable losses incurred by PBWA as a result of default by TVMWD, PBWA shall submit a claim to TVMWD to be reviewed and considered by the TVMWD Board of Directors for possible payment in the exercise of its sole discretion. If TVMWD's Board of Directors does not accept the responsibility to pay for those losses within forty-five (45) days after PBWA submits its claim, then PBWA may pursue any remedies provided under applicable law.

E. ALL OTHER REMEDIES IN LAW AND EQUITY AVAILABLE.

The Parties agree that the remedies set forth herein are not exclusive, and any one or all or other remedies provided by law or equity may be exercised against a defaulting Party.

F. ATTORNEYS FEES AND COSTS TO PREVAILING PARTY.

Should any Party commence an action to enforce the provisions of, or actions arising out of, this Agreement, then such Party that prevails in that action, proceeding, or suit shall be entitled to recover reasonable attorney's fees, costs, expert witness fees, consultant's fees and testing fees in connection therewith, including such fees for prosecuting, defending any appeal, or incurred in any supplemental proceeding, until judgment is satisfied in full.

SECTION X DISPUTE RESOLUTION.

Except as specifically provided herein to the contrary, if any dispute shall arise among any of the Parties regarding the Project, or otherwise arising out of or related to this Agreement, and if such dispute cannot be settled by conference among the parties within a period of thirty (30) consecutive calendar days after such dispute arises, or within such additional time as the parties may agree upon, in writing, then such dispute shall be submitted

to mediation for possible resolution prior to any Party initiating legal action in a court of competent jurisdiction under the terms of this Agreement.

SECTION XI NOTICE.

A. PRESENTATION.

Any notice or written approval to be given under this Agreement shall be given by personal delivery to the Parties or by addressing it as set forth below, depositing it in any United States Post Office, Registered or Certified mail, postage prepaid, and effective two days after the date of deposit.

B. ADDRESS.

Notice or written approval shall be addressed as follows:

Three Valleys Municipal Water District
Attn: General Manager/Chief Engineer
1021 E. Miramar Avenue
Claremont, California 91711

Puente Basin Water Agency
Attn: Administrative Officer
271 S. Brea Canyon Road
Walnut, California 91789

C. CHANGE.

Any Party may change its address for notices or written approvals by written notice to the other Parties.

SECTION XII INDEMNIFICATION AND INSURANCE.

A. INDEMNIFICATION.

TVMWD shall defend, indemnify, and hold PBWA harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, damages, costs, expenses, attorneys' fees, awards, fines, settlements, judgments, or losses or whatever nature character, and description (collectively, "Claims"), to the extent that any or all such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of TVMWD in performing its obligations under this Agreement. except to the extent such Claims result from PBWA's negligence, recklessness or willful misconduct. With respect to any and all other Claims resulting from or relating to the operation and maintenance of the Project, PBWA shall defend, indemnify, and hold harmless TVMWD and its directors, officers, employees, and agents, except to the extent such Claims result from TVMWD's negligence, recklessness or willful misconduct.

B. INSURANCE.

During the Term, each Party shall procure and maintain such policies of insurance as will reasonably protect it and the other Parties from any and all exposure to loss or liability arising out of this Agreement.

SECTION XIII GENERAL PROVISIONS.

A. SUCCESSORS AND ASSIGNS.

1. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their successors and assigns.

2. The Parties shall not assign any of their rights or duties under this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

B. INTEGRATION AND AMENDMENT.

1. This Agreement constitutes the entire understanding of the Parties with respect to the Project and supersedes any and all prior agreements, whether oral or written, between and/or among the Parties in connection therewith.

2. This Agreement may not be amended, nor the Term extended, unless by written instrument duly executed by all Parties.

C. INTERPRETATION AND ENFORCEMENT.

1. This Agreement shall be construed as if it was jointly prepared by all Parties, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same.

2. This Agreement shall be enforced and governed by the laws of the State of California. Venue for any action brought to interpret or enforce any provision of this Agreement shall be a state or federal Court of competent jurisdiction situated in the County of Los Angeles, State of California.

D. HEADINGS.

The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

E. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to either Party or any other person or circumstance is for any reason held invalid, it shall be deemed severable, and the validity of the remainder of the Agreement

or the application of such provision to the other Party or to any person or circumstance shall not be affected thereby.

F. COUNTERPARTS; ELECTRONIC SIGNATURES.

This Agreement shall be executed by all Parties in duplicate counterparts, each of which shall be considered an original Agreement. This Agreement may be executed by signatures transmitted electronically, including transmission by e-mail or PDF, and any such electronic signature shall be as valid as an original, "wet" signature.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement which is effective the date executed by TVMWD.

Dated _____

THREE VALLEYS MUNICIPAL
WATER DISTRICT

Approved as to form:

Steven M. Kennedy
Brunick, McElhaney & Kennedy

By: _____

General Counsel

By: _____

President

Approved as to form:

PUENTE BASIN WATER AGENCY

James D. Ciampa

Lagerlof, LLP

By: _____

General Counsel

By: _____

President

Attest: _____

DRAFT



Board of Directors Staff Report

To: TVMWD Board of Directors

From: Matthew H. Litchfield, General Manager 

Date: December 2, 2020

Subject: TVMWD Miragrand Well Landscape Design Project

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Funds Budgeted:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

In the early stage of the Miragrand Well project, staff held three community workshops to receive resident input on aesthetic aspects of the project. Staff presented conceptual renderings at each workshop then took comments and feedback to update the renderings. The focus was on maintaining the agricultural and architectural heritage found throughout the community. Using these renderings, staff prepared a Request for Proposals (RFP) for landscape design and construction oversight services of the 1.3-acre property that surrounds this facility.

The RFP was sent to licensed Landscape Architectural firms in November and are due back to the District by December 10, 2020. Staff will review the proposals for their completeness, project team, and relevant experience. Close attention will be on the consultant's breadth and depth of project understanding, including the importance of the community input already received. The District will draw on its record of utilizing creative planning to design and integrate sustainable features within its facilities and community.

The scope of services requested are as follows:

- 1) Design landscape and irrigation drawings and technical specifications
- 2) Develop construction documents for informal quotes to construct the design
- 3) Provide construction support with inspection services and system startup testing

A memo summarizing staff's findings and recommendation to award this project is planned for the December 16, 2020 board meeting.

Strategic Plan Objective(s):

1.3 Maintain diverse sources of water supplies and storage

Attachment(s):

None

Meeting History:

None

NA/RE