



# THREE VALLEYS MUNICIPAL WATER DISTRICT REGULAR BOARD MEETING AGENDA

1021 E. Miramar Avenue, Claremont, CA 91711  
January 5, 2022 – 8:00 AM

## SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Assembly Bill 361, and 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://tvmwd.zoom.us/webinar/register/WN\\_0UZEhgM0RK5a-CvaJ62ww](https://tvmwd.zoom.us/webinar/register/WN_0UZEhgM0RK5a-CvaJ62ww)  
*(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 in any of the following manners: (1) when prompted by the President during the public comment period, (2) by filling out the electronic speaker’s card at the following link <https://arcg.is/0z5GqO> prior to the close of public comment, or (3) by sending an email to [naguirre@tvmwd.com](mailto:naguirre@tvmwd.com) prior to the close of public comment.

*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.*

- 1. CALL TO ORDER KUHN
- 2. FLAG SALUTE KUHN
- 3. ROLL CALL AGUIRRE
  - Bob Kuhn, President
  - David De Jesus, Vice President
  - Carlos Goytia, Secretary
  - Brian Bowcock, Treasurer
  - Jody Roberto, Director
  - Danielle Soto, Director
  - Mike Ti, Director

- 4. AGENDA REORDER/ADDITIONS [*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 required 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.

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 that is within the subject matter jurisdiction of TVMWD. The public may also address the Board on items being considered on this agenda.

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

6. PUBLIC HEARING – 2022 THREE VALLEYS MUNICIPAL WATER DISTRICT REDISTRICTING KUHN

The Board will convene to a Public Hearing to hear testimony and receive comments prior to considering action to adopt the 2022 TVMWD redistricting option by Board. TVMWD has fully complied with the noticing requirements for this Public Hearing.

In accordance with Government Code Section 6061, the Public Hearing was noticed in newspapers of general circulation, San Gabriel Valley Tribune and Inland Valley Daily Bulletin on December 28, 2021. A copy of the notice is available upon request.

- Open Public Hearing
- Staff report to the Board of Directors
- Consider public comments and testimony
- Close Public Hearing

7. CONSIDER ADOPTION OF RESOLUTION NO. 22-01-912 FOR TVMWD REDISTRCTING PROCESS HOWIE

The Board will consider adopting Resolution No. 22-01-912 finalizing TVMWD’s redistricting process.

**BOARD ACTION REQUIRED ITEM 7**

Staff Recommendation: None

8. ACTION AGENDA LITCHFIELD

The following items on the Action Agenda call for discussion and action by the Board. All items are placed on the agenda so that the Board may discuss and take action on the item if the Board is so inclined.

A. CY 2022 BOARD OFFICERS KUHN

The Board will nominate and select its CY 2022 Board Officers.

**BOARD ACTION REQUIRED 8.A**

Staff Recommendation: None

9. 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.

A. KEY PERFORMANCE METRICS LINTHICUM

The Board will be provided an update on TVMWD’s key performance metrics.

<p>B. PWR JOINT WATER LINE PUMPBACK AGREEMENT</p> <p>The Board will review the PWR Joint Water Line Pumpback agreement.</p>	<p>LITCHFIELD</p>
<p>C. LAFCO NOMINATION OF CANDIDATES FOR SPECIAL DISTRICT VOTING MEMBER AND SPECIAL DISTRICT ALTERNATE MEMBER</p>	<p>LITCHFIELD</p>
<p>10. CLOSED SESSION</p> <p>A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION</p> <ul style="list-style-type: none"> <li>• Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)</li> <li>• One potential case</li> </ul>	<p>KUHN</p>
<p>11. FUTURE AGENDA ITEMS</p>	<p>KUHN</p>
<p>12. ADJOURNMENT AND NEXT MEETING</p> <p>The Board will adjourn to a regular Board Meeting on January 19, 2022 at 8:00 AM.</p>	<p>KUHN</p>

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Assistant at (909) 621-5568 at least 24 hours prior to the meeting.

Pursuant to Government Code Section 54957.5, materials related to an item on this agenda submitted after distribution of the agenda packet will be posted on the TVMWD website at [www.threevalleys.com](http://www.threevalleys.com).

Three Valleys MWD Board meeting packets and agendas are available for review at [www.threevalleys.com](http://www.threevalleys.com).



Board of Directors  
Staff Report

To: TVMWD Board of Directors  
From: Matthew H. Litchfield, General Manager   
Date: January 5, 2022  
Subject: **Public Hearing – 2022 Three Valleys Municipal Water District Redistricting**

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

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**Staff Recommendation:**

1. Conduct a Public Hearing and receive input and feedback on the proposed Redistricting Map for Three Valleys Municipal Water District (TVMWD).
2. Adopt preferred map option and corresponding Resolution No. 22-01-912.

**Background:**

On December 15, 2021, the Board conducted a second public hearing to receive public testimony on the proposed maps and provided direction to staff and the Board’s redistricting consultant, Best, Best & Krieger (BBK), to return this morning for a third public hearing to discuss a final option for consideration. Attached is the notice of public hearing that ran in the *Inland Valley Daily Bulletin* and *San Gabriel Valley Tribune*, covering the public hearing for this morning.

**Discussion:**

Consultant BBK joins us this morning for a third public hearing to review the map and demographic detail of map option Cv2, for board review and consideration. Option Cv2 was developed during a meeting of the ad hoc committee of the board and most closely resembles draft map C from the group of four (4) map options previously discussed by the board. The map ultimately adopted by the Board must comply with both state and federal law. Section 22000 of the Elections Code requires that Director Divisions be substantially equal in population (i.e., population deviation between districts is less than 10 percent) and that division boundaries comply with the United States Constitution, the California Constitution and the federal Voting Rights Act of 1965 (52 U.S.C. Sec. 10301 et seq.). In addition, the Election Code provides that in adjusting the boundaries of the divisions, the Board may give consideration to the following factors:

- (1) topography,
- (2) geography,
- (3) cohesiveness, contiguity, integrity, and compactness of territory, and

(4) community of interests of the division.

In addition, boundaries shall not be drawn to favor or discriminate against a political party or incumbent. The change of boundaries shall not affect the unexpired term of the divisions represented in map option Cv2 (attached herein). Also attached for board review and approval is a Resolution finalizing the adoption of map Cv2. Should additional revisions to the proposed map be necessary, a subsequent public hearing will be scheduled to review and approve a final map.

**Strategic Plan Objective(s):**

3.3 – Be accountable and transparent with major decisions

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

**Attachment(s):**

Exhibit A – Notice of Public Hearing

Exhibit B – Resolution No. 22-01-912 - adoption of Redistricting map option Cv2 & Demographic Analysis

**Meeting History:**

Second Public Hearing – December 15, 2021

First Public Hearing - October 6, 2021

KRH

**NOTICE OF PUBLIC HEARING BY**  
**THREE VALLEYS MUNICIPAL WATER DISTRICT**

**To Receive Public Input and Proposals Regarding Board of Director Division Boundaries**

**NOTICE IS HEREBY GIVEN** that, pursuant to California Elections Code Section 22001, the Board of Directors of Three Valleys Municipal Water District will hold a public hearing during a regular meeting held via teleconference to receive input regarding potential redistricting of Director divisions.

A Public Hearing is scheduled as follows:

**DATE:** Wednesday, January 5, 2022

**TIME:** 8:00 AM

**LOCATION:** Three Valleys Municipal Water District, 1021 East Miramar Avenue,  
Claremont, CA 91711

The public is invited to attend via teleconference and/or submit information regarding their Communities of Interest, and proposed division boundaries for the 2022 redistricting process. Draft maps are available on the district website at [www.threevalleys.com](http://www.threevalleys.com).

Questions or input may be mailed to the Executive Assistant at:

Three Valleys Municipal Water District  
1021 East Miramar Avenue  
Claremont, CA 91711

Or by email to:

[naguirre@tvmwd.com](mailto:naguirre@tvmwd.com)

Complete redistricting information can be found at [www.threevalleys.com](http://www.threevalleys.com)

**Para informaciòn en Espaol, llame (909) 621-5568**

Published: December 28, 2021

By: \_\_\_\_\_  
/s/ Matthew H. Litchfield, P.E.  
TVMWD General Manager/Chief Engineer

**RESOLUTION NO. 22-01-912****A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE THREE VALLEYS MUNICIPAL WATER DISTRICT  
ADJUSTING BOUNDARIES OF DIRECTOR ELECTORAL DIVISIONS**

BE IT RESOLVED:

**SECTION I:** The Board of Directors (Board) finds and determines:

- a. The U.S. Census Bureau (Bureau) is required by Article I, Section 2, of the U.S. Constitution to conduct an accurate count of the population every ten years;
- b. California Elections Code Section 22000 et seq. requires that “after each federal decennial census, and using that census as a basis, adjust the boundaries of any divisions so that the divisions are, as far as practicable, equal in population and in compliance with Section 10301 of Title 52 of the United States Code, as amended, to the extent those provisions apply;”
- c. The Elections Code requires that the Board adopt pass a resolution amending director divisions no later than April 17, 2022;
- d. The Board held public hearings on October 6, 2021, December 15, 2021, and January 5, 2022 to receive public testimony relating to redistricting criteria and communities of interest, and directed staff and the District’s demographic consultant to prepare draft division plans for consideration;
- e. At December 15, 2021 public hearing, the Board received a presentation on four draft maps prepared by the District’s demographic consultant for compliance with applicable laws and standards.
- f. At its December 15, 2021 meeting the Board expressed preference for one draft map and directed an ad hoc Committee of members to meet and discuss refinements to the map.
- g. The ad hoc committee met on December 20, 2021 with staff and the District’s demographic consultant and developed map option Cv2 (now “the Preferred Map”), which the committee recommends to the Board for adoption;
- h. At each of the public hearings on redistricting, the Board heard staff’s presentation relating to “communities of interest,” which led the Board to reach the following determinations about communities of interest on the Preferred Map relevant to Three Valleys Municipal Water District voting divisions as required under federal and state law:
  - (1) *The divisions are geographically contiguous.* The divisions are arrayed in a simple and logical form without any islands and minimal intrusions from the area of one division into another;
  - (2) *To the extent practicable, the Preferred Map respects the geographic integrity of local neighborhoods and local communities of interest.* The map redraws division lines to better align with communities of interest and most other County municipalities.

## Item 7 - Exhibit B

- (3) *The Preferred map respects the geographic integrity of cities and census designated places, with divisions in those cities and places minimized.* The Preferred Map also respects in large part the jurisdictional boundaries of the County's other cities and special districts.
- (4) *The divisions are easily identifiable and understandable by residents.* The divisions in the Preferred Map form a relatively simple pattern.
- (5) *To the extent practicable, the divisions are geographically compact.* Their configurations for the most part are compact, simple shapes, with nearby populations included in the same divisions.
- (6) *The divisions are balanced in terms of total population and voting age population.* The divisions are well within the one-person/one-vote deviations permitted under federal and state voting rights laws.
- (7) *The divisions conform to concentration of minority voters.* Divisions 1 and 6 are drawn to create minority-majority Hispanic voting divisions (a division in which voters of a particular racial minority comprise a majority of voters in that division).
- k. All information in the staff reports, maps, presentations, Board debate and public testimony referenced above is hereby incorporated into this decision and serves as evidentiary basis for these findings and legislative decision.

**SECTION 2:** Pursuant to the provisions of the Fair Maps Act of 2019 as amended in 2020, codified at California Elections Code section 21500 to 21509, after giving consideration to those provisions and applicable decisions of the courts, the Board hereby adjusts, changes, and establishes the boundaries of the director divisions as set forth on the Preferred Map considered by the Board at its public hearing on January 5, 2022, and reflected in Exhibits A and B hereto, and they shall constitute and are hereby established as the boundaries of the director divisions of the Three Valleys Municipal Water District for subsequent elections until further readjustment is required by law.

**SECTION 3:** Notwithstanding any other provision of this chapter, and pursuant to California Elections Code section 22000, subdivision (e) (1) and (2), each of the directors in office at the time this Resolution takes effect shall continue in office until the expiration of the full term to which he or she was elected and until his or her successor is qualified, and any vacancy in a term currently underway shall be filled based on the divisions in effect at the time the current directors were elected.

**SECTION 4:** All resolutions, or parts thereof in conflict with this resolution are hereby repealed.

**SECTION 5:** The General Manager is directed to take all necessary steps to give effect to this Resolution. If necessary to facilitate the implementation of this Resolution, the General Manager or his or her designee is authorized to make technical adjustments to the division boundaries that do not substantively affect the populations in the divisions, the eligibility of candidates, or the residence of elected officials within any division. The General Manager shall consult with District General Counsel concerning any technical adjustments deemed necessary and shall advise the Board of any such adjustments required in the implementation of the divisions.

## Item 7 - Exhibit B

**SECTION 6:** This Resolution is adopted following three noticed public hearings as required by Elections Code section 22001 and shall take effect and be in full force immediately upon adoption.

**PASSED, APPROVED, AND ADOPTED** at a meeting of the Three Valleys Municipal Water District's Board of Directors held via teleconference this 5<sup>th</sup> day of January, 2022 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAINING:

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Bob G. Kuhn  
President, Board of Directors

ATTEST:

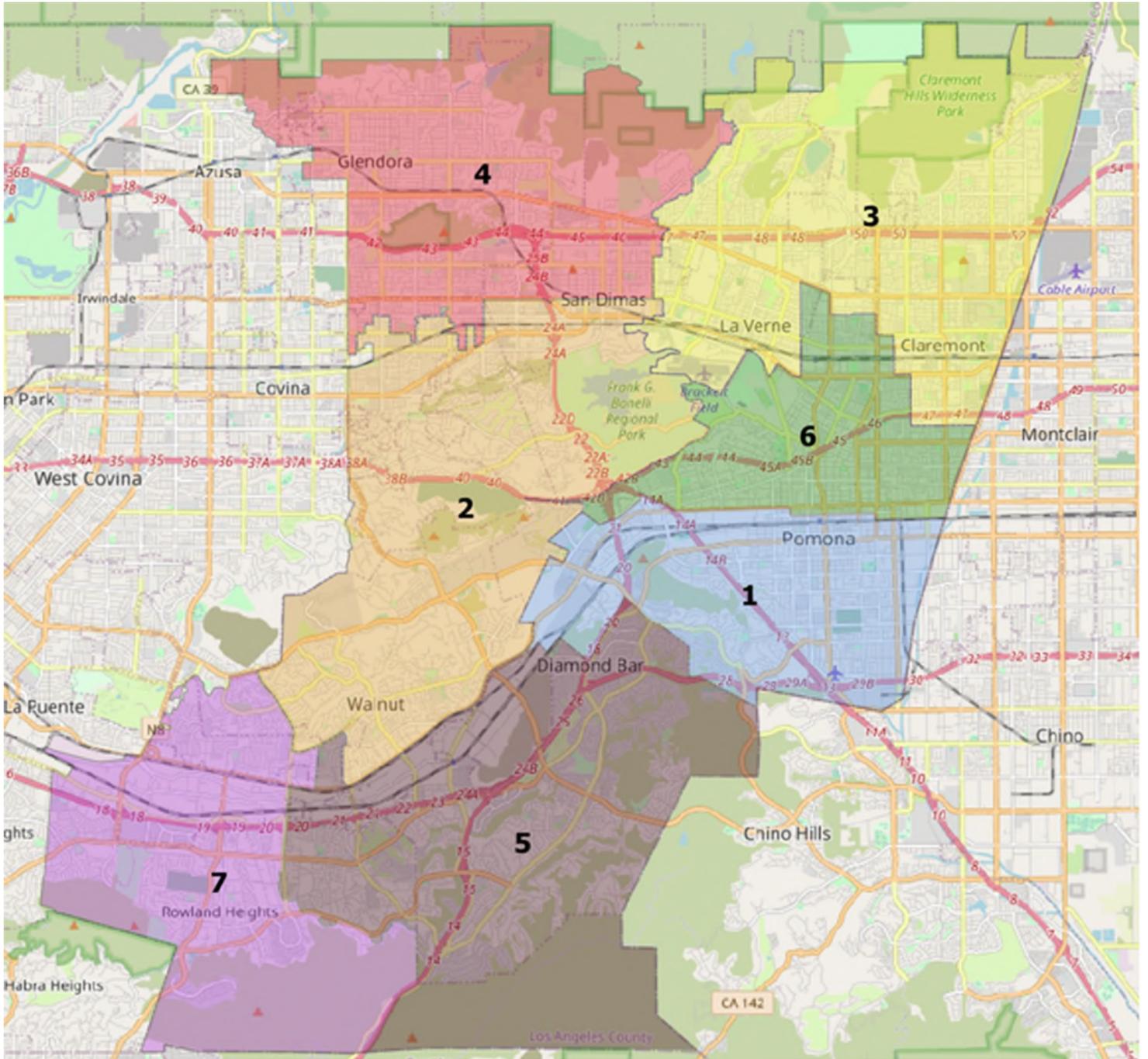
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Carlos Goytia  
Secretary, Board of Directors

**EXHIBIT A**

**[MAP OF ADOPTED DIVISION LINES]  
(SUBJECT TO FINAL RECOMMENDED ACTION TAKEN AT BOARD MEETING ON 1/5/2022)**

# Map Option Cv2



**EXHIBIT B**

**[LIST OF CENSUS BLOCK ASSIGNMENTS FOR ADOPTED DIRECTOR DIVISIONS]  
(SUBJECT TO FINAL RECOMMENDED ACTION TAKEN AT BOARD MEETING ON 1/5/2022)**





**Board of Directors  
Staff Report**

**To:** TVMWD Board of Directors  
**From:** Matthew H. Litchfield, General Manager   
**Date:** January 5, 2022  
**Subject:** **CY 2022 Board Officers**

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**For Action**
                 
  **Fiscal Impact**            \$

**Information Only**
                 
  **Funds Budgeted:**

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**The Board of Directors will select members to serve as Board Officers during CY 2022.**

**Discussion:**

Per the District’s Policy Manual, Section 2.3, Board of Directors – the Board must elect from among its members a President, Vice-President, Secretary and Treasurer. The following is the current slate that was adopted January 6, 2021:

Name	Position
Bob Kuhn	President, Division IV
David De Jesus	Vice President, Division II
Carlos Goytia	Secretary, Division I
Brian Bowcock	Treasurer, Division III
Jody Roberto	Director, Division V
Danielle Soto	Director, Division VI
Mike Ti	Director, Division VII

**Strategic Plan Objective(s):**

3.3 – Be accountable and transparent with major decisions

**Attachment(s):**

None

**Meeting History:**

Board of Directors Meeting – December 15, 2021

NA/ML



## Board of Directors Staff Report

**To:** TVMWD Board of Directors  
**From:** Matthew H. Litchfield, General Manager  
**Date:** January 5, 2022  
**Subject:** **Key Performance Metrics**

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

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**Staff Recommendation:**

**No Action Necessary – Informational Item Only**

**Discussion:**

During the meeting, staff will provide an overview of the Key Performance Metrics dashboard, which is intended to provide a quick snapshot of current information and how TVMWD is progressing throughout the year.

**Strategic Plan Objective(s):**

3.3 – Be accountable and transparent with major decisions

**Attachment(s):**

Exhibit A – Key Performance Metrics

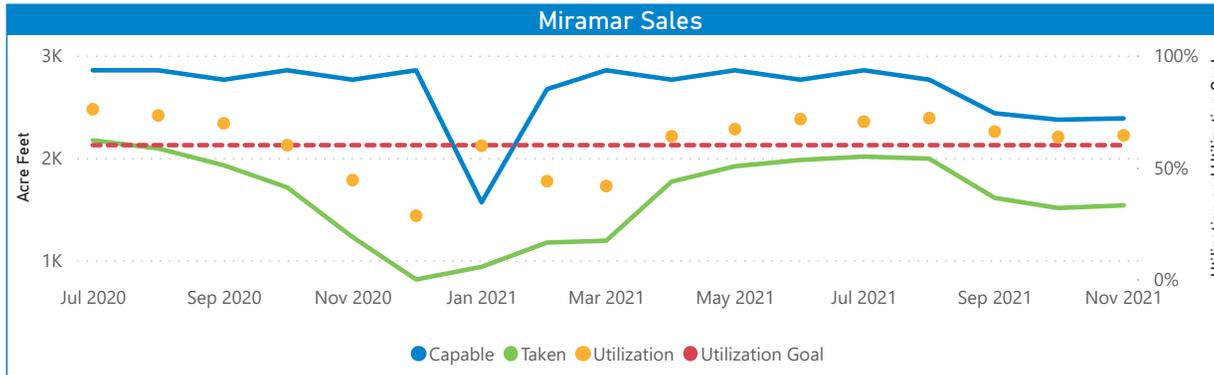
**Meeting History:**

None

NA/JL



# Key Performance Metrics



### Tier 1 Rate per Acre Foot

Year Line Item	2021		2022	
	Treated	Untreated	Treated	Untreated
MWD Tier 1 Rate	\$1,104	\$777	\$1,143	\$799
TVMWD Surcharge/Discount	(\$6)		(\$16)	
<b>TVMWD</b>	<b>\$1,098</b>	<b>\$777</b>	<b>\$1,127</b>	<b>\$799</b>

### Miramar Sales % of Budget

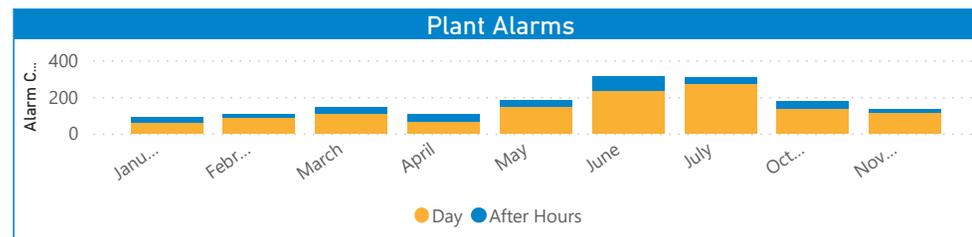
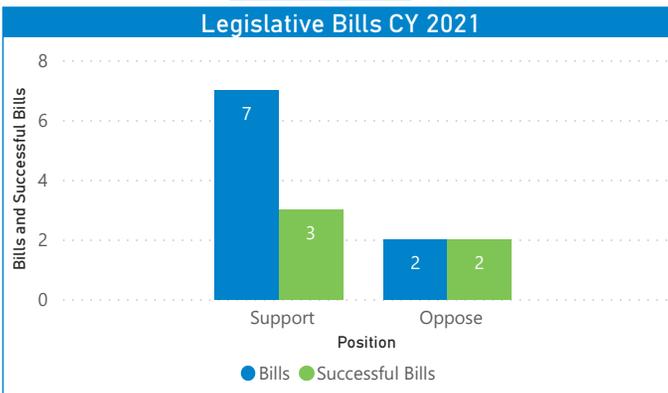
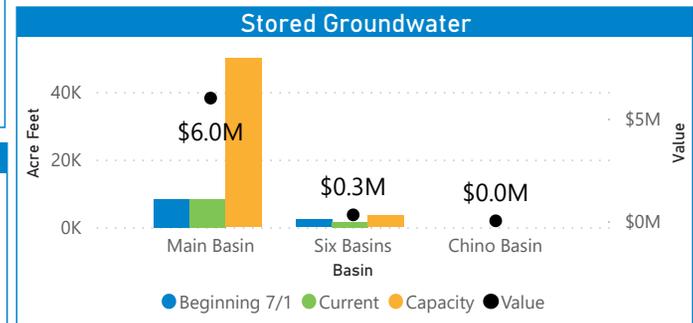
YTD	Projected
0.93	0.97

### Financial Projection

FY Gain/(Loss)
\$351,116

### Water Quality

Measure	Location	Results	Limits	Goal (Lower Limit)	Goal (Upper Limit)
Turbidity	Raw Influent	0.60			
Turbidity	Reservoir Effluent	0.06	0.30	0.04	0.08
PFAS	Raw Influent	0.00			



### Annual Peak Flows

Year	cfs
2021	137.0
2020	134.3
2019	128.1
2018	142.9

### Capital Projects

Project	Stage	Stage_Completion	Overall_Completion
Emerald Service Meter Upgrades	Awarded	0%	0%
Miragrand Well	Well Completion	10%	40%

**Miramar Sales** – This section provides analysis on how well the MTP (Miramar Treatment Plant) is utilized.

- a. The main graph presents a comparison of MTP capacity versus demand. Capacity fluctuates based on the number of days the MTP was in operation.
- b. This table states the percentage of budgeted MTP sales achieved:
  - i. YTD (Year-to-Date) sales versus YTD budgeted sales
  - ii. Fiscal year projected sales versus fiscal year budgeted sales
- c. This table highlights the projected gain or loss for the fiscal year, which is highly dependent upon achieving the budgeted MTP sales.

**Tier 1 Rate per Acre Foot** – This table is a reminder of the rates for the current year and the adopted rates for the following year.

**Stored Groundwater** – This graph reflects the amount of groundwater stored within the three local basins. The colored bars reflect the acre foot balance at:

- a. the beginning of the fiscal year (July 1st)
  - b. the current balance
  - c. the total capacity of storage TVMWD has within the basin.
- This graph also shows the cost value of the water stored within each basin.

**Water Quality** – This table highlights a few water quality metrics. Staff will rotate through different metrics depending upon what is relevant.

- a. Raw versus reservoir effluent turbidity reflects the level of removal achieved by the MTP.
- b. PFAS (Polyfluoroalkyl substances) is a hot topic; this reveals PFAS is not currently an issue for TVMWD.

**Legislative Bill Success Rate** – This graph indicates TVMWD's level of success with California's legislative bills that affect TVMWD or TVMWD's member agencies' operations. Ideally, we are looking for all bills we support to pass and all bills we oppose to fail.

**Plant Alarms** – This graph displays the number of alarms responded to during the day shift and evening hours.

**Annual Peak Flows** – This table shows recent peak flow history and the level reached during the current peak flow period.

**Capital Projects** – This table highlights TVMWD's current capital projects by providing the project's current stage, completion status of this stage, and completion status of the entire project.



## Board of Directors Staff Report

**To:** TVMWD Board of Directors  
**From:** Matthew H. Litchfield, General Manager   
**Date:** January 5, 2022  
**Subject:** **PWR Joint Water Line Pump Back Agreement**

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

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**Staff Recommendation:**

**No Action Necessary - Informational Item Only**

**Background:**

The Pomona-Walnut-Rowland Joint Water Line Commission (PWR) owns, operates and maintains the 60-inch main water transmission pipeline from and Three Valleys Municipal Water District's (TVMWD) service connection PM-15 A/B at Metropolitan Water District of Southern California's Weymouth Treatment Plant to the District's Miramar system in the City of La Verne. In 1993, TVMWD, the City of La Verne and the Golden State Water Company entered into a Memorandum of Agreement with the PWR for the operation of pump back facilities; the pump back facilities provide a supplemental reliable source of treated water from Weymouth to the JWV when the Miramar system is unable to treat and deliver water under emergency or planned outage conditions. TVMWD has operated the pump back facilities during planned outages of the Miramar System with the consent of the PWR, however without a capacity agreement. As a result, staff has worked with PWR to develop the PWR Joint Water Line Pump Back Agreement (Exhibit 1) that memorializes the temporary capacity rights for the District from the JWV at a nominal capacity of up to 15 cubic feet per second (cfs) under either Emergency Conditions or Planned Outages.

**Discussion:**

**Attachment 1** contains the draft PWR Joint Water Line Pump Back Agreement ("Agreement") memorializing the temporary capacity agreement and roles and responsibilities of the operation of the JWV and the Pump Back facilities. **Attachment 2** contains the figure identified as Exhibit A in the Agreement. The agreement has a term of 10 years with automatic renewal every 10 years up to a maximum of 50 years. This agreement will further the goal to align agreements with current business practices as outlined in the FY 2020/21 Strategic Plan.

Based on the foregoing discussion, staff recommends that the Board of Directors authorize the General Manager to have this item placed on a future board agenda for approval.

**Strategic Plan Objective(s):**

- 1.3 – Maintain diverse and environmentally responsible sources of water supplies and storage
- 2.5 – Increase ability to store water for future use
- 3.3 – Be accountable and transparent with major decisions
- 4.4 – Align agreements to current business practices

**Attachment(s):**

Attachment 1 – PWR Joint Water Line Pump Back Agreement – Draft

Attachment 2 – PWR Joint Water Line Pump Back Agreement Exhibit A

**Meeting History:**

None

NA/ML

AGREEMENT FOR PUMPBACK CAPACITY BETWEEN THE  
POMONA-WALNUT-ROWLAND JOINT WATER LINE COMMISSION AND  
THREE VALLEYS MUNICIPAL WATER DISTRICT

This Agreement is by and between THREE VALLEYS MUNICIPAL WATER DISTRICT, a Municipal Water District organized and existing pursuant to Section 71000 et seq. of the California Water Code (“TVMWD” herein), and the POMONA-WALNUT-ROWLAND JOINT WATER LINE COMMISSION, a joint powers agency organized and existing pursuant to the Joint Exercise of Powers Act set forth in California Government Code Section 6500 et seq. (“PWR” herein). TVMWD and PWR are each referred to as “Party” and jointly referred to as “Parties” herein.

RECITALS:

A. The PWR was formed under the Joint Powers Agreement of 1956 (“JPA”) between the City of Pomona, Walnut Valley Water District (“WVWD” herein), and the Rowland Water District (three member agencies of TVMWD) for the purpose of constructing, operating, and managing the JWL (as defined below) for the benefit of parties to the JPA.

B. On September 22, 1993, TVMWD, the City of La Verne (“La Verne”) and Southern California Water Company, now the Golden State Water Company (“GSWC”),

## Item 9.B - Attachment I

entered into a Memorandum of Agreement for Pumpback Station Project Ownership, Financing and Operation which describes the rights and responsibilities of TVMWD, La Verne, and GSWC with respect to the Pumpback Facilities (as defined below) in response to the need for a supplemental reliable source of treated water when the Miramar System (as defined below) is unable to treat and deliver water under emergency conditions.

C. The Parties acknowledge and agree that TVMWD has, from time to time, operated the Pumpback Facilities as a result of a planned outage of the Miramar System with pumpback supply provided by the JWL without a capacity agreement, but with the consent of PWR.

D. The Parties acknowledge and agree that WVWD operates the JWL on behalf of PWR.

E. The Parties acknowledge and agree that the Pumpback Facilities are capable of pumping a maximum of 15 cubic feet per second (cfs) from the JWL.

F. The Parties acknowledge and agree that either Emergency Conditions (as defined below) or Planned Outages (as defined below) will trigger the need for a pumpback operation.

G. The intent of the Agreement is to memorialize the temporary capacity rights for TVMWD from the JWL at the nominal capacity of up to 15 cfs under either an Emergency Condition or a Planned Outage.

H. The Parties acknowledge and agree that an agreement for allotted capacity available for pumpback operations from the JWL does not exist and the need to memorialize terms and conditions for said capacity is necessary.

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.

As of the Effective Date, this Agreement shall supersede any known or unknown agreements or arrangements that have either been formally or informally, executed

by the Parties in regards to this effort. In the event of any inconsistency between the provisions of this Agreement and any prior contracts between and/or among any of the Parties regarding the Pumpback Facilities, the provisions of this Agreement shall control.

### 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 shall remain in full force and effect for a period of ten (10) years ("Term") and will renew automatically for a ten-year period commencing on the initial term date and each tenth anniversary thereof. This Agreement shall absolutely terminate and be of no further force or effect on the date which is fifty years after the Effective Date.

## SECTION II DEFINITIONS.

### A. MIRAMAR SYSTEM.

The "Miramar System" means the Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities, owned and operated by TVMWD.

### B. JWL.

"JWL" means the 60" transmission main and appurtenances owned by PWR that originates at the Metropolitan Water District of Southern California ("MWD") Weymouth

## Item 9.B - Attachment I

Treatment Plant and TVMWD's service connection PM-15 A/B in the City of La Verne and connects to the Miramar System near the intersection of 5<sup>th</sup> Street and "C" Street in the City of La Verne.

### C. PUMPBACK FACILITIES.

The "Pumpback Facilities" means the facilities as depicted in Exhibit A hereof and incorporated herein by this reference.

### D. CAPACITY.

For purposes of this Agreement, "Capacity" means the temporary right for TVMWD to utilize and receive up to 15 cfs of water available in the JWL through the Pumpback Facilities; provided, however, said right shall be subject to availability of water supplies.

### E. PLANNED OUTAGES

For purposes of this Agreement, "Planned Outages" means the period of time that the Miramar System is purposely taken offline for maintenance or repair of any related facility.

### F. EMERGENCY CONDITIONS

## Item 9.B - Attachment I

For purposes of this Agreement, "Emergency Conditions" means the period of time that the Miramar System is unexpectedly taken offline due to any of the following: an unforeseen or uncontrollable event, such as an earthquake, flood, wildfire or major drought; Miramar System facility failure; any unforeseen MWD or State of California Department of Water Resources facility failure that would shut down or reduce flow from service connection PM-21; and/or any other act caused exclusively by natural forces whose effects could not possibly be prevented.

### SECTION III OWNERSHIP; CAPACITY; AVAILABLE FLOW.

#### A. OWNERSHIP.

1. The Pumpback Facilities shall be owned, operated and maintained by TVMWD beginning at the inner flange face of the butterfly valve as shown on Exhibit A. TVMWD shall hold clear and unencumbered title in and to the Pumpback Facilities and shall have all rights to operate the Pumpback Facilities, including flows and reservoir levels.

2. The JWL shall be owned, operated and maintained by PWR beginning at the inner flange face of the butterfly valve as shown on Exhibit A. PWR shall hold clear and unencumbered title in and to the JWL and all appurtenances.

#### B. CAPACITY.

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1. The design capacity of the Pumpback Facilities is fifteen (15) cfs. The Parties acknowledge that the actual capacity of the Pumpback Facilities at any particular time may vary depending on many factors, including but not limited to availability of water from MWD, water quality concerns, and maintenance and repair activities.

2. TVMWD shall be allocated a temporary capacity of up to fifteen (15) cfs of available Capacity from the JWL under specific Emergency Conditions and/or Planned Outages of the Miramar System as further defined in Section II above.

3. PWR has a nominal capacity of up to one hundred twenty-one (121) cfs of available Capacity from the JWL.

### C. SHARE OF AVAILABLE FLOW.

1. The available Capacity of the JWL is one hundred twenty-one cfs and is sufficient to meet all PWR member agency demands in addition to TVMWD Capacity under Emergency Conditions or Planned Outages.

2. TVMWD shall be temporarily granted up to 15 cfs capacity from the JWL when the Miramar System is offline due to Emergency Conditions or Planned Outages.

3. The Parties agree that operational situations may occur that are outside the consideration of this Agreement. The Parties agree to work collaboratively to achieve

and maintain reliable water deliveries under these conditions when the Pumpback Facilities are in operation.

### SECTION IV OPERATION AND MAINTENANCE.

#### A. TVMWD TO OPERATE AND MAINTAIN.

1. TVMWD shall manage, operate, and maintain the Pumpback Facilities.

2. TVMWD shall control all devices, meters, and valves appurtenant to

the Pumpback Facilities. The costs of operation and maintenance of the Pumpback Facilities shall be borne by TVMWD.

3. 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.

4. The Board of Directors of TVMWD shall determine all matters of policy concerning the Pumpback Facilities and TVMWD's General Manager (or his or her designee) shall be responsible for the management, operation and maintenance of the Pumpback Facilities, subject to the provisions of this Agreement and applicable law.

## Item 9.B - Attachment I

5. In the event of an emergency, TVMWD may, without notice, take such action as it deems necessary to prevent damage to persons or property; provided that TVMWD shall endeavor to provide PWR with notice as soon as is practicable under the circumstances if any water is taken through the Pumpback Facilities.

6. PWR's monthly invoice for water provided by TVMWD shall reflect a credit at the current TVMWD rate for any water utilized during operation of the Pumpback Facilities.

### B. PWR TO OPERATE AND MAINTAIN.

1. PWR shall manage, operate, and maintain the JWL.

2. PWR shall control all devices, meters, and valves appurtenant to the JWL. The costs of operation and maintenance of the JWL shall be borne by PWR.

3. Subject to the provisions of this Agreement, PWR shall not be impaired from exercising its rights, powers and duties as a joint powers agency organized and existing pursuant to the Joint Exercise of Powers Act set forth in California Government Code Section 6500 et seq.

4. The Board of Commissioners of PWR shall determine all matters of policy concerning the JWL and PWR's Commission Administrative Officer (or his or her

designee) shall be responsible for the management, operation and maintenance of the JWL, subject to the provisions of this Agreement and applicable law.

SECTION V NOTICE.

Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below: Three Valleys

Municipal Water District

1021 E. Miramar Avenue  
Claremont, California 91711

Pomona-Walnut-Rowland Joint Water Line Commission  
271 S. Brea Canyon Road  
Walnut, CA 91789

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, effective two days after the date of deposit.

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

SECTION VI INDEMNIFICATION AND INSURANCE.

A. INDEMNIFICATION.

TVMWD shall defend, indemnify, and hold PWR 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

## Item 9.B - Attachment I

nature character, and description (collectively, "Claims") that arise out of, pertain to, or relate to TVMWD's acts or omissions in performing its obligations under this Agreement, except to the extent such Claims result from PWR's negligence, recklessness or willful misconduct.

PWR shall defend, indemnify, and hold TVMWD harmless from and against any and all Claims that arise out of, pertain to, or relate to the ownership, operation, and/or maintenance of the JWL, 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 VII 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. Neither Party shall assign any of its 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 Pumpback Facilities 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 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 a 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 Parties or to any person or circumstance shall not be affected thereby.

F. COUNTERPARTS; ELECTRONIC SIGNATURE.

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 by e-mail or DocuSign or similar electronic signature program, and any such original signature shall be as valid as an original "wet" signature.

*[Signatures on following pages]*

Item 9.B - Attachment I

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

Dated \_\_\_\_\_

THREE VALLEYS MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

Approved as to form:

By: \_\_\_\_\_  
Attorney for TVMWD

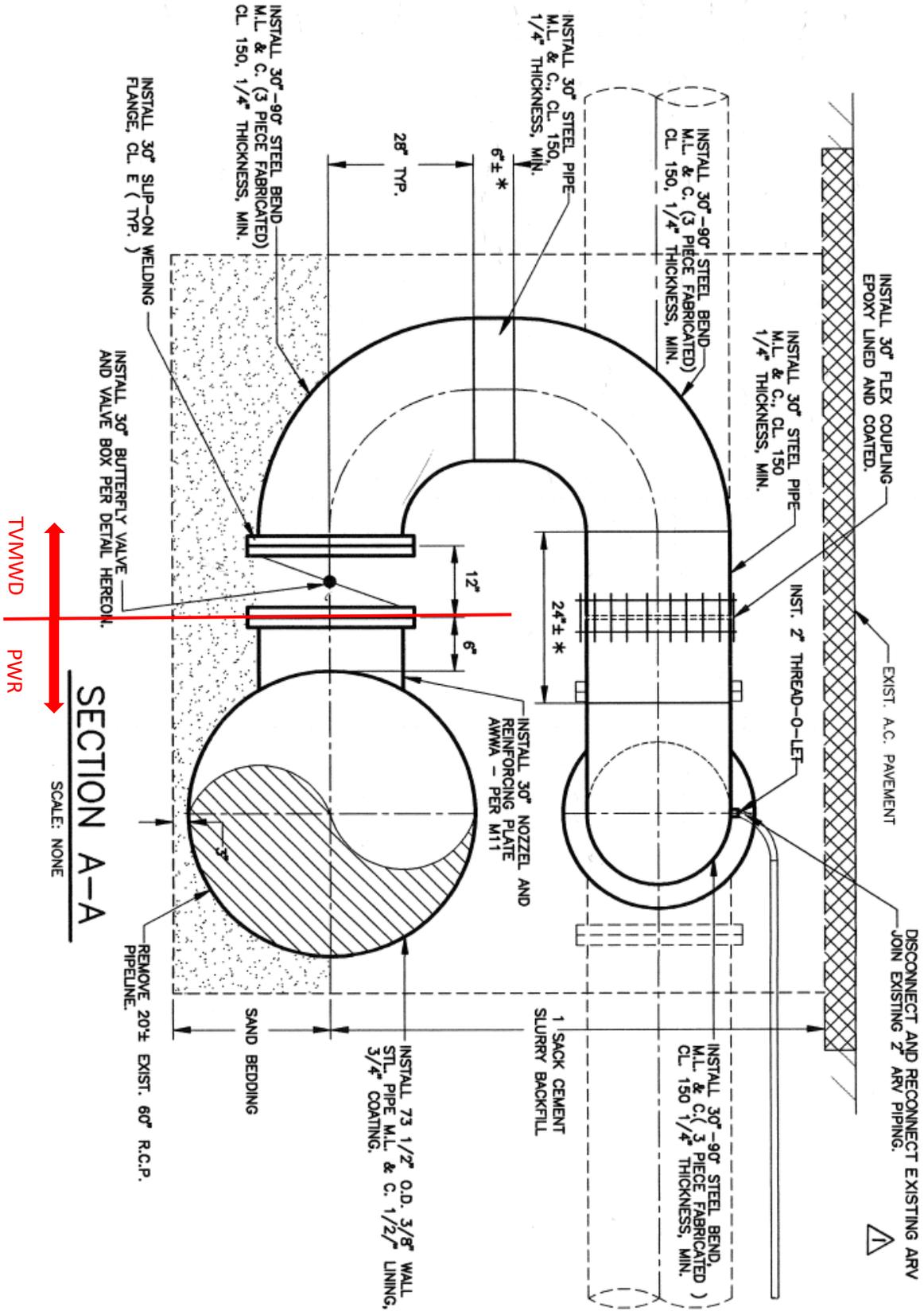
Dated \_\_\_\_\_

POMONA-WALNUT-ROWLAND JOINT WATER LINE COMMISSION

By: \_\_\_\_\_  
President

Approved as to form:

By: \_\_\_\_\_  
Attorney for PWR




**RECEIVED**

DEC 08 2021

**THREE VALLEYS MWD**
**MEMORANDUM**

**To:** Los Angeles County Independent Special Districts  
**From:** William F. Kruse, Special Counsel  
**Date:** December 6, 2021  
**Subject:** Nomination of Candidates for Special District Voting Member and Special District Alternate Member

As you know, since 1994 special districts in Los Angeles County have been represented by two voting members and one alternate member of the Local Agency Formation Commission. On May 2, 2022, the four-year terms for Special District Voting Member Jerry Gladbach and Special District Alternate Voting Member Mel Matthews will conclude. On behalf of the special districts of Los Angeles County, LAFCO has appointed us to assist in conducting the elections to fill these vacancies.

By law, independent special district seats on LAFCO are filled by the Special District Selection Committee. That Committee is made up of the presiding officers of each independent special district in Los Angeles County.

In order to expedite the process of electing the voting member and the alternate member, I have included a form to be used to nominate candidates for consideration for each of the positions. After nominations are received, each district will receive a complete package of nominee resumes, together with a ballot for consideration by the presiding officer of your board. Voting will be conducted by mailed ballot.

Nominations for the Committee's consideration are welcome. Please provide as much relevant information about the candidates as reasonably possible. Any biographical information and/or candidate statement should be **limited to one page**. Please remember that, to be eligible, the nominee must be an elected official or appointed to your board for a fixed term. Nominations must be received in the office of Lagerlof, LLP, **ATTN: WILLIAM F. KRUSE**, no later than **5:00 p.m. on February 18, 2022**.

Please feel free to contact me directly with any questions.

Voice: (626) 793-9400

Fax: (626) 793-5900

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NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT **VOTING MEMBER**  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Candidate: \_\_\_\_\_

\_\_\_\_\_ is pleased to nominate  
\_\_\_\_\_ as a candidate for appointment as special district **voting member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: \_\_\_\_\_

Agency: \_\_\_\_\_

Type of Agency: \_\_\_\_\_

Term Expires: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

\_\_\_\_\_  
(Name of Agency)

By: \_\_\_\_\_

Its: \_\_\_\_\_

NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT **ALTERNATE MEMBER**  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Candidate: \_\_\_\_\_

\_\_\_\_\_ is pleased to nominate  
\_\_\_\_\_ as a candidate for appointment as special district  
**alternate member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected  
official or a member of the board of an independent special district appointed for a fixed term. For your  
consideration, we submit the following additional information together with a resume of the candidate's  
qualifications.

Elective office: \_\_\_\_\_

Agency: \_\_\_\_\_

Type of Agency: \_\_\_\_\_

Term Expires: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

\_\_\_\_\_  
(Name of Agency)

By: \_\_\_\_\_

Its: \_\_\_\_\_