



**BOARD OF COMMISSIONERS  
REVISED MEETING AGENDA**

Walnut Valley Water District  
271 S Brea Canyon Road  
Walnut, CA 91789

**Wednesday, January 10, 2018  
To begin at 7:00 A.M.**

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance, to take action on any item.

Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review during regular business hours at the Walnut Valley Water District office, located at 271 S. Brea Canyon Road, Walnut, California.

- I. Welcome and Introductions Chairman Ebenkamp
  - II. Flag Salute
  - III. Roll Call 

|                    |  |                       |  |
|--------------------|--|-----------------------|--|
| Commissioner Lewis |  | Commissioner Ebenkamp |  |
| Commissioner Lima  |  | Commissioner Lee      |  |
  - IV. Public Comment  
The Chair may impose reasonable limitations on public comments to assure an orderly and timely meeting.
  - V. Consider Approval of the Old Baldy Well Agreement (attachment) Chairman Ebenkamp
    - a. Discussion
    - b. Action Taken
  - VI. Consideration and Possible Approval for Awarding a Contract to Doty Bros. Inc. for Immediate installation of Approximately 1,200 feet of pipeline on Pathfinder Road Chairman Ebenkamp
    - a. Discussion
    - b. Action Taken
  - VII. Public Comment on Closed Session Chairman Ebenkamp
  - VIII. Closed Session
    - (1) CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION [§54956.9(d)(4)]  
Initiation of Litigation – One Potential Case
  - IX. Reconvene in Open Session  
Report of action, if any, taken in Closed Session
    - *Next Commission Meeting: Thursday, February 8, 2018, 7:00 a.m., at Rowland Water District*
- Adjournment



January 10, 2018

TO: Board of Commissioners  
 FROM: Michael Holmes  
 RE: Consider Approval of the Old Baldy Well Agreement

**Recommendation**

That the Commission approve signing the attached, final version of the Old Baldy Agreement between the Puente Basin Water Agency and the City of Laverne.

**Update**

At the October 5, 2017, Puente Basin Water Agency Commission Meeting, the October 10, 2017, Rowland Water District Board Meeting, and at Walnut Valley Water District’s October 16, 2017, Board meeting, where approvals were given to staff and Legal Counsel to negotiate the remaining items in the Old Baldy agreement, including—these items and noted below have been completed.

The agreement is now ready to be signed by the PBWA. La Verne is scheduled to take this matter up at their January City Council meeting.

| No. | Item                       | Notes/Follow-up  |
|-----|----------------------------|--|
| 1.  | Section 3.8                | <ul style="list-style-type: none"> <li>• “Define the term “City Facilities better.”</li> <li>• City of La Verne to clarify.</li> </ul> <p><b>Completed</b></p>   |
| 2.  | Sections 4.1.1 & 4.1.2     | <p>The annual adjustment will be between 3% to 6%.</p> <p><b>Completed</b></p>   |
| 3.  | Sections 7.2., 8.2 and 8.3 | <ul style="list-style-type: none"> <li>• La Verne requested that we include “environmental liability” insurance coverage.</li> <li>• After discussing and review with the city of La Verne, our insurance broker, and the PBWA, it was decided that this insurance was not necessary.</li> </ul> <p>Accordingly, last month, Mr. Ciampa revised the Agreement to address the city’s concerns by making changes to PBWA’s indemnification provisions (Section 7.2) to address the possibility of administrative, civil or criminal fines or penalties.</p> <ul style="list-style-type: none"> <li>• The environmental insurance provision was deleted and some cross-references in the insurance provisions corrected.</li> <li>• The effective date year was changed to 2018, the initial 20 year term to expire now in 2038, and the date on the signature page to 2018.</li> </ul> <p><b>Completed</b></p> |

## LEASE AGREEMENT

This lease agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the City of La Verne (“City”) and the Puente Basin Water Agency (“Agency”), hereinafter collectively referred to as the “Parties.”

### PURPOSE OF AGREEMENT

The parties agree that the purpose of this Agreement is to provide a means by which the Agency may obtain groundwater or other water supplies from the City. The City possesses a 7.6015% share of the annual safe yield in the Pomona Basin as well an exclusive right to operate and pump water from the Live Oak and Ganesha Basins (collectively, the “Basins”). The water in each basin is, for the most part, above the maximum contaminant level for nitrates and may exceed other established water quality limits, including perchlorate.

The Agency seeks to secure less expensive and reliable sources of water. The City’s interests are to maximize pumping in each basin in an effort to improve overall water quality. Implementation of this agreement will meet the needs and desires of each party.

### 1. RECITALS

- 1.1. City has rights to a specific share of water from the Pomona Basin and has unrestricted control of the Live Oak and Ganesha Basins. ***Unrestricted pumping from the Live Oak and Ganesha Basins is subject to the Six Basins judgment.***
- 1.2. City also owns and operates certain wells and related facilities within the Basins.
- 1.3. Excessive nitrate contamination found in the groundwater limits the City’s ability to put all of its available groundwater resources to beneficial use.
- 1.4. Agency is desirous of obtaining alternative, less expensive sources of water, including groundwater ***that before treatment may contain*** excessive levels of nitrates, perchlorate, and other regulated and non-regulated contaminants, but which may be put to beneficial use after treatment.

**NOW, THEREFORE, the Parties agree as follows:**

### 2. LEASE AGREEMENT FOR WATER AND WATER RELATED FACILITIES

- 2.1. Lease of Physical Assets: City agrees to lease to the Agency the following physical assets:
  - 2.1.1. Old Baldy Well, related motorized appurtenances for the pumping and delivery of groundwater from the well to the Agency’s pipeline located in the immediate intersection of ‘C’ and Fifth Streets, and reasonable use of the property for such purposes. The well site is located at the northwest corner of ‘C’ and Fifth Streets in the City of La Verne.
- 2.2. Lease of Water Assets: City agrees to lease to the Agency the following:
  - 2.2.1. The right to produce up to 750 acre feet of groundwater from the Ganesha Basin during each calendar year. The City may grant additional production rights at its discretion based upon its sole determination of safe yield and basin impacts.

- 2.2.2. All production rights will be calculated on, and must be used during the calendar year and any unused production rights may not be carried over into a subsequent year or otherwise banked.
  - 2.2.3. Subject to Section 11.5, below, leasing, subleasing, transferring, or exchanging use of or enjoyment of facilities or water obtained under this Agreement is prohibited without the City's express written consent.
  - 2.2.4. The ability to produce such water remains subject to and may be limited by the substantial injury clause of the Six Basins judgment.
- 2.3 Pipeline Ground Lease: The Agency shall have the right to install at the Agency's cost and expense discharge piping and appurtenances from the Old Baldy Well within the City's property to the Agency's pipeline located in the intersection of 'C' and Fifth Streets, in the approximate location shown on the plan attached hereto as Exhibit 1.

### 3. SPECIAL PROVISIONS

- 3.1. **Maintenance:** The City cannot provide any guarantee that its facilities will not experience mechanical failure or similar problems. Agency agrees that it shall be solely responsible for the cost and expense of maintaining and repairing said facilities and that Agency will provide necessary, routine maintenance as identified in Exhibit 2 of this Agreement. Agency agrees to notify and coordinate any necessary repair work with the City. All such maintenance and repair costs shall be the sole responsibility of the Agency. In the event of a catastrophic failure of the Old Baldy Well, the Parties shall meet and confer to determine a plan of action regarding the failure and the continuation of this Agreement.
- 3.2. **Energy:** The City agrees to maintain necessary accounts with energy providers to have electrical power available at the site for the purpose of operating the groundwater well and related facilities and further agrees to pay any normal and customary charges incurred. The City will invoice Agency for a proportional share of the electrical standby charges, taxes, and other fixed charges imposed upon its account plus actual energy consumption based upon Agency's electrical submetering devices, to be installed at the Agency's expense. Agency agrees to remit payment to the City with 30 days of invoice date. Agency agrees to have the electrical metering device tested no less than annually to ensure its accurate performance and provide the City with the testing results.
- 3.3. **Basin Management:** As basin manager, the City reserves the right to limit operation of the facilities to protect the aquifers based upon declining water levels or other relevant factors indicative of basin condition. The City shall provide the Agency with at least thirty (30) days prior written notice before imposing any such curtailment of groundwater production from the basin. Should the City exercise its authority to implement such restrictions, the fixed payment identified in Section 4.1.1 for use of the facilities, shall be prorated during the affected period. Such restrictions or loss of use shall not affect in any way the term of the Agreement or result in any further compensation to Agency.

- 3.4. **Metering:** The Agency agrees to maintain water meters to accurately record production from the Old Baldy well. Agency agrees to maintain and test its meters on no less than an annual basis and provide the City with proof of measurement.
- 3.5. **Property Access and Security:** The City will provide the Agency with reasonable access to the site identified in Section 2.1 and a master key to operate the locks at that site. Agency agrees to secure the site from vandalism and trespass by keeping the areas locked at all times. Agency agrees to return the City's master key upon termination of this agreement or be subject to a \$100 lost key charge for each unreturned key.
- 3.6. **Operating Hours:** Agency may operate the facilities 24 hours each day, seven days a week. However, Agency agrees to limit any routine work at the site to the hours between 7:00 a.m. and 7:00 p.m., Monday through Saturday. This restriction shall not apply to emergency demands or repairs.
- 3.7. **Telemetry:** The City will permit Agency to make necessary connections to receive telemetry signals from the site. All such connections shall first be reviewed and approved by the City, and such approval shall not be unreasonably withheld, conditioned or delayed. Agency agrees that City may maintain its own telemetry at the site.
- 3.8. **No Physical Improvements to City Facilities:** Agency shall not make any improvements to or otherwise alter the City's system, facilities or properties without the express written consent of the City.
- 3.9. **Water Quality Data:** Agency at its sole expense shall be responsible to obtain and submit all water quality data that may be required by the California State Water Resources Control Board Division of Drinking Water. Agency further agrees to provide the City with copies of all such analyses by the 30<sup>th</sup> day of the following month.
- 3.10. **Compliance with Local Laws and Ordinances:** The Parties agree to comply with any local laws that may govern improvements to city-owned facilities, use and/or disposal of water and construction activities pertaining to city-owned facilities including those laws, ordinances and regulations of the City, Los Angeles County, Six Basins Watermaster, and related state and federal laws.
- 3.11. **No Guarantee of Water Availability:** City cannot and does not make any guarantee concerning the quantity of water available from the Basins or concerning the continued availability of such water. Agency understands completely that the City is not guaranteeing the availability of any specific quantity of water, only offering the ability to produce a limited amount of water.
- 3.12. **Vested Water Rights:** The City represents and warrants that it has ownership of the water rights to be provided to Agency hereunder and has the legal ability to lease those rights to Agency as contemplated under this Agreement. Agency stipulates that it has no right, title, or interest in or to any water from the Basins except as provided specifically herein. The amount of water produced by the Agency shall be attributed to the City for purposes of calculation of water rights produced.

- 3.13. **Vested Property Interest:** Agency stipulates that it has no right, title, or interest in or to the property resulting from the lease except as may specifically be provided herein. Agency further agrees that all improvements made to the property and associated facilities shall remain with the property upon the conclusion of the lease and become property of the City.
- 3.14. **Replenishment:** The City agrees to put forth best efforts to develop and implement replenishment opportunities in the Live Oak and Ganesha Basins from which the Agency may benefit. Any actual replenishment activities will be agreed upon and operated through a separate agreement.

#### 4. PAYMENT

- 4.1. In consideration of the foregoing, Agency agrees to make the following payments:
- 4.1.1. **Old Baldy Well** - semi-annual lease payments to the City in the amount of \$50,000 due July 1 and January 1 of each year in accordance with the provisions of Section 4.2. The lease amount shall be adjusted July 1 of each fiscal year to reflect Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles- Riverside-Orange County, California area, published by the Bureau of Labor Statistics for the preceding year (December to December) calculated to the nearest one cent, provided that the adjustment shall not be less than a three percent (3%) increase nor more than a six percent (6%) increase from the immediate prior year. The initial payment shall be prorated for the period extending from the execution of the agreement to the due date for the next semi-annual lease payment.
- 4.1.2. **Water Use** – monthly payments as invoiced by City for all water produced as recorded on the Agency’s meter in the amount of \$550 per acre foot or portion thereof in accordance with the provisions of Section 4.2. Such amount shall be adjusted July 1 of each fiscal year to reflect Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles- Riverside-Orange County, California area, published by the Bureau of Labor Statistics for the preceding year (December to December) calculated to the nearest one cent, provided that the adjustment shall not be less than a three percent (3%) increase nor more than a six percent (6%) increase from the immediate prior year.
- 4.2. The City shall invoice the Agency by the 10<sup>th</sup> day of each month for water use during the prior month. During the months of July and January, the City will also invoice Agency for any semi-annual lease payments. These amounts will be included in the regular billing but will be noted as a separate line item. Agency agrees to pay the invoiced amount in full by the 15<sup>th</sup> day of the following month.

#### 5. TERM OF AGREEMENT

This Agreement shall be valid for an initial term of twenty (20) years through December 31, 2038. Upon expiration of the initial term, the Agreement shall automatically renew for four (4) additional five-year (5) terms but either Party may exercise its right not to renew

the Agreement for any such extended term by providing the other Party with written notice of its decision not to renew the term at least ninety (90) days before the expiration of the then existing term.

## **6. SUBJECT TO VALID LAWS**

This agreement is subject at all times to any and all valid laws, ordinances, and governmental regulations, whether federal, state, county, or city. However, neither party shall be deemed to have breached their duties under this Agreement, with resulting liability therefor, as a result of the enforcement of any such law, ordinance or regulation in connection with this Agreement.

## **7. INDEMNIFICATION**

7.1. City agrees to indemnify, defend and hold harmless the Agency, its members, agents, directors, commissioners, officers, and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from this Agreement or otherwise, provided that any such claim, damage, loss, or expense:

7.1.1. is attributable to personal injury, bodily injury, sickness, disease, or death of person including employees of City, or to bodily injury or destruction of property; AND

7.1.2. is caused in whole or in part by any act or omission of City or anyone directly or indirectly employed by the City or anyone whose acts City may be liable, excepting only such injury or damage to the extent caused by the active negligence or willful misconduct of the Agency.

7.2 Agency agrees to indemnify, defend and hold harmless the City and all of its agents, council members, officers, and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from this Agreement or otherwise (including, but not limited to, any claim, damage, loss or expense (including any administrative, civil or criminal fine or penalty) arising or resulting from the discharge of water from the Old Baldy Well or from any pipeline, facility or other appurtenance to that well), provided that any such claim, damage, loss, or expense:

7.2.1 is attributable to personal injury, bodily injury, sickness, disease, or death of person including employees of the Agency, or to bodily injury, destruction of property or violation of any state or federal law or regulation; AND

7.2.2 is caused in whole or in part by any act or omission of the Agency or anyone directly or indirectly employed by the Agency or anyone whose acts the Agency may be liable, excepting only such injury or damage to the extent caused by the active negligence or willful misconduct of the City.

## 8. INSURANCE

### 8.1 General Required Coverages

Agency shall procure, pay for and keep in full force and effect, at all times during the term of this Agreement the following insurance (to the extent not already maintained by Agency):

8.1.1 Commercial general liability insurance insuring Agency against liability for personal injury, bodily injury, death and damage to property (including the Facilities) arising from Agency's performance under this Agreement. Said insurance shall include coverage in an amount equal to at least Five Million Dollars (\$5,000,000), and shall contain "blanket contractual liability" and "broad form property damage" endorsements insuring Agency's performance of its obligations to indemnify City as set forth herein (the "**CGL Insurance**"); and

8.1.2 To the extent any work is performed by an employee of the Agency, pursuant to Section 3700 of the California Labor Code, workers' compensation insurance with employer's liability in the amounts required by any applicable laws (the "**Workers' Compensation Insurance**"); and

8.1.3 Agency will provide proof of automobile liability insurance as required by the State of California Department of Motor Vehicles.

### 8.2. Specific Policy Requirements

Each policy of insurance required to be carried pursuant to this Agreement: (1) shall, except with respect to Worker's Compensation Insurance, name City as an additional insured; (2) shall be in a form reasonably satisfactory to City; (3) shall be carried with companies reasonably acceptable to City; (4) shall provide that such policy shall not be subject to cancellation, lapse or change except after at least thirty (30) days prior written notice to City, and (5) shall be on an "occurrence" basis and not on a "claims-made" basis.

### 8.3. Deductibles/Self-Insurance.

The insurance required by this Section may contain deductibles or be self-insured. Agency shall be solely responsible for deductibles and/or self-insured retention for general required coverages specified in Section 8.1.1 and City, at its option, may require Agency to secure the payment of such deductibles or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain

deductibles or self-insured retention in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of City.

#### 8.3.1. Insurance Certificates.

City reserves the right to require certified complete copies of any insurance certificates required by this Agreement but the receipt of such certificates shall not confer responsibility upon City as to sufficiency of coverage.

#### 8.3.2. Acceptability of Insurers

The City acknowledges and accepts that the Agency is insured through a risk pool provided by the Association of California Water Agencies Joint Powers Insurance Authority.

### **9. DEFAULTS AND REMEDIES**

#### **9.1. Dispute Resolution**

If any dispute arises between or among the Parties regarding interpretation or implementation of this Agreement, the Parties shall meet and confer within thirty (30) days of written notice from either Party regarding the dispute in an attempt to resolve the dispute by using the services of a mutually acceptable consultant. The fees and expenses of the consultant shall be shared equally by the Parties. If a consultant cannot be agreed upon, if the consultant's recommendations are not acceptable to both Parties, or if the Parties are unable to resolve such dispute through that meet and confer process, then the Parties may agree, within twenty-one (21) days after conclusion of that process, to either mediate the dispute or submit the dispute to binding arbitration in accordance with the rules and procedures of JAMS, including those applicable to the selection of an arbitrator. If either Party does not, within that twenty-one (21) day period, agree to mediation or binding arbitration, then either Party may file a lawsuit in Los Angeles Superior Court regarding that dispute.

#### **9.2. Termination**

9.2.1 Subject to Section 9.2.2, below, upon a breach of any provision of this Agreement by either Party (the "Breaching Party"), the other Party (the "Non-Breaching Party") may terminate this Agreement by written notice to the Breaching Party where the Breaching Party does not cure that breach within twenty-one (21) days from the date of that notice, or if the breach is not curable within that twenty-one (21) day period, where the Breaching Party fails to promptly commence and diligently pursue the cure of that breach during that twenty-one (21) day period.

9.2.2 The City reserves the right to terminate the agreement due to lack of performance by the Agency upon 30 days written notice, where the Agency

does not cure that lack of performance with that 30 day period. Lack of performance shall be defined as the Agency's willful determination to not effect necessary repairs to properly operate the facility or produce water for any period extending beyond six months or produces less than 100 acre feet of water from the facility during any given consecutive twelve (12) month period, where the lack of performance does not arise from a Force Majeure Event defined in Section 10.1, below.

9.2.3 The Agency may terminate this Agreement upon ninety (90) days prior written notice to the City.

### **9.3. Remedies Are Cumulative**

The rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same breach or any other breach by the other Party.

## **10. FORCE MAJEURE EVENTS**

### **10.1. Excuse to Performance**

In addition to specific provisions of the Agreement, lack of performance by any Party shall not be deemed to be a breach of this Agreement, where delays or defaults are due to acts of God, or the elements, accident, casualty, labor disturbances, unavailability or delays in delivery of any product, labor, fuel, service or materials, failure or breakdown of equipment, strikes, lockouts, or other labor disturbances, acts of the public enemy, orders or inaction of any kind from the government of the United States, the State of California, or any other governmental, military or civil authority (other than City or Agency), war, insurrections, riots, epidemics, landslides, lightning, droughts, floods, fires, earthquakes, arrests, civil disturbances, explosions, freight embargoes, lack of transportation, breakage or accidents to vehicles, or any other inability of any Party, whether similar or dissimilar to those enumerated or otherwise, which are not within the control of the Party claiming such inability or disability, which such Party could not have avoided by exercising due diligence and care and with respect to which such Party shall use all reasonable efforts that are practically available to it in order to correct such condition (such conditions being herein referred to as "**Force Majeure Events**").

### **10.2. Responding to Force Majeure Events**

The Parties agree that in the event of a Force Majeure Event which substantially interferes with the implementation of this Agreement, the Parties will use their best efforts to negotiate an interim or permanent modification to this Agreement which responds to the Force Majeure Event

and maintains the principles pursuant to which this Agreement was executed.

## **11. MISCELLANEOUS**

### **11.1. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties pertaining to the matters provided for herein and, except as herein provided, supersedes all prior and/or contemporaneous agreements and understanding, whether written or oral, between the Parties relating to the matters provided for herein.

### **11.2. Interpretation**

The Parties have participated in the drafting of this Agreement and the Agreement shall not be construed for or against any Party. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties hereto and Section 1654 of the Civil Code has no application to interpretation of this Agreement.

### **11.3. Further Assurances**

Each Party, upon the request of the other, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this instrument.

### **11.4. Counterparts; Electronic Signature**

This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two or more counterparts, and by each party on a separate counterpart, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement or of such an amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. In proving this Agreement or any such amendment, supplement, document or instrument, it shall not be necessary to produce or account for more than one counterpart thereof signed by the Party against whom enforcement is sought. This Agreement may be executed by the parties by signatures transmitted by facsimile or electronic transmission and any such facsimile or electronic signature shall be deemed to be as valid as an original "wet" signature.

### **11.5. Assignment; Successors and Assigns**

This Agreement shall inure the benefit of and be binding upon the respective parties hereto and their successors and assignors, to the extent allowed in this section. No Party shall transfer this Agreement, in whole or in part, or any of its interests hereunder, to any other person or entity, without the prior written consent of the other Party. Any attempt to transfer or assign this Agreement, or any privilege hereunder, without such written consent shall be void and confer no right on any person or entity that is not a Party to this Agreement.

### **11.6. Venue**

Any legal actions initiated pursuant to this Agreement or otherwise with respect to its subject matter must be instituted in the Superior Court of the County of Los Angeles, State of California, or in the Federal District Court in the Central District of California.

### **11.7. Governing Law; Attorneys' Fees and Costs**

The laws of the State of California shall govern the interpretation and enforcement of this Agreement. The non-prevailing party in any claim, suit or other action, including use of the dispute resolution as provided for in Section 9.1, shall pay to the prevailing party the costs of such prevailing party's reasonable attorney's fees and expenses and all other costs and expenses incurred by the prevailing party in such action.

## **12. NOTICES**

All notices and demands of any kind made hereunder shall be mailed first class, sent by overnight delivery by a nationally recognized overnight courier, or personally delivered to:

If to City:

Director of Public Works  
City of La Verne  
3660 D Street  
La Verne, CA 91750

If to Agency:

Puente Basin Water Agency  
271 South Brea Canyon Road  
P.O. Box 508  
Walnut, CA 91789-3002  
Attn: Administrative Officer

If the notice or demand is sent by first class mail, it shall be deemed given on the third day after the notice or demand was placed in the mail; provided that if that third day falls on a

Saturday, Sunday or California state holiday, the notice or demand shall be deemed given on the first business day thereafter. A notice or demand sent by overnight delivery or by personal delivery is deemed to have been given on the date of delivery.

EXECUTED on \_\_\_\_\_, 2018, at Los Angeles County, State of California.

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**Don Kendrick,  
City of La Verne**

**Mayor**

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**Theodore L. Ebenkamp  
Puente Basin Water Agency**

**Chair**