

TAKEOVER AGREEMENT

(Existing and Proposed Force Mains at Pomona Pumping Plants Nos. 2 and 3)

This Takeover Agreement (“**Agreement**”) is dated _____, 20__ (the “**Effective Date**”) and is between **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “**District**”), and the **CITY OF POMONA**, a California municipal corporation (the “**City**”). The District and the City are each a “**Party**” and together are the “**Parties.**”

A. Pursuant to an agreement dated December 18, 2012 (District’s Contract No. 4740), the District and County Sanitation District No. 21 of Los Angeles County (collectively, the “**Sanitation Districts**”) agreed to assume ownership, operation, and maintenance responsibilities for the City’s four (4) sewage pumping plants (collectively, the “**Pumping Plants**” and individually, “**Pumping Plant No. 1**”, “**Pumping Plant No. 2**”, “**Pumping Plant No. 3**” and “**Pumping Plant No. 4**”) and the two (2) sewer force mains for Pumping Plant No. 4, as shown on Exhibit A. The Sanitation Districts took over ownership of the Pumping Plants and the two sewer force mains for Pumping Plant No. 4 on June 20, 2013, pursuant to that certain Bill of Sale recorded as Instrument No. 20130922318 of Official Records in the Office of the Los Angeles County Recorder.

B. The Sanitation Districts, among other County Sanitation Districts of Los Angeles County, are parties to that certain Joint Outfall Agreement, dated July 1, 2022 (District’s Contract No. 3325B), pursuant to which the Pumping Plants and the two (2) sewer force mains for Pumping Plant No. 4 have been made a part of the Sanitation Districts’ Joint Outfall System, which is operated and maintained by the District. Consequently, between the Sanitation Districts, this Agreement only requires approval by the District, and not County Sanitation District No. 21 of Los Angeles County.

C. The City owns and maintains the existing sewer force main (referred to herein as “**Force Main No. 1**” or “**Existing Force Main**”) for Pumping Plant No. 2 and for Pumping Plant No. 3. The City has requested that the District assume ownership and maintenance of the Existing Force Mains for Pumping Plants Nos. 2 and 3. In order for the District to do so, the force mains must meet the District’s standards for takeover, as described in this Agreement. Additionally, the District’s operational standards for its pumping plants require two force mains for each pumping plant: one in service and a second one for backup/redundancy. Therefore, to meet the District’s standards for takeover, a second force main (referred to herein as “**Force Main No. 2**” or “**Proposed Force Main**”) must be constructed by the City for Pumping Plant No. 2 and for Pumping Plant No. 3.

D. This Agreement does not address takeover of the existing sewer force main for Pumping Plant No. 1 because the District has informed the City that it is currently evaluating

upgrades to Pumping Plant No. 1 that may impact the location and alignment of the existing force main and the required future redundant force main. The Parties will enter into a separate takeover agreement concerning the existing and redundant force mains for Pumping Plant No. 1.

E. The Parties intend by this Agreement to provide for the District's takeover of the Existing Force Mains and the Proposed Force Mains for Pumping Plants Nos. 2 and 3, upon certain conditions.

The District and the City therefore agree as follows:

1. Design and Construction. The City shall design and construct the Proposed Force Mains and make any repairs necessary to the Existing Force Mains, as described in this Agreement, at the sole cost of the City and at no cost to the District.
2. Plans and Specifications for Proposed Force Mains. The City shall prepare detailed engineering plans and specifications for the Proposed Force Mains, in accordance with the District's drafting and design standards (collectively, the "**Plans**"), and shall submit the Plans to the District for prior written review and approval. The Plans will be designated as follows:

- Pumping Plant No. 2 Force Main No. 2 – District's Drawing No. 21-p-81
- Pumping Plant No. 3 Force Main No. 2 – District's Drawing No. 21-p-83

After the District has approved, signed, and released the Plans to the City, the City may proceed with advertising the Plans to solicit bids from licensed contractors in order to construct the Proposed Force Mains.

3. As-Built Plans for Existing Force Mains. The City shall prepare as-built plans for the Existing Force Mains, in accordance with the District's drafting standards (collectively, the "**Existing Force Mains As-Built Plans**"), and shall submit the Existing Force Mains As-Built Plans to the District for prior written review and approval. The Existing Force Mains As-Built Plans shall depict, at minimum, the alignment, depth, pipe material and diameter, and upstream and downstream connections of the Existing Force Mains, and shall also reflect any major repairs made to the Existing Force Mains pursuant to the requirements in Section 9, such as replacement of any damaged sections of the Existing Force Mains with new pipe. The Existing Force Mains As-Built Plans will be designated as follows:

- Pumping Plant No. 2 Force Main No. 1 – District's Drawing No. 21-p-80
- Pumping Plant No. 3 Force Main No. 1 – District's Drawing No. 21-p-82 (including the approx. 90 feet of 30-inch diameter gravity flow reinforced concrete pipe at the downstream end of the existing force main alignment)

4. Property Rights.

- a) The City, at its sole cost and expense, shall obtain all permits, temporary construction easements/licenses, and other approvals (including governmental approvals) necessary for construction of the Proposed Force Mains (collectively, “**Approvals**”). The City shall provide true, correct, and complete originals or copies of each of those Approvals to the District prior to the start of construction of the Proposed Force Mains. The City shall not perform any construction of the Proposed Force Mains unless and until all Approvals have been obtained by the City and the City has provided true, correct, and complete copies of such Approvals to the District.
- b) The City anticipates that the alignment of the Proposed Force Mains will be entirely within public rights-of-way, therefore, no permanent easements are anticipated to be necessary for operation, maintenance, repair, rehabilitation, and replacement of the Proposed Force Mains. Should the alignment of the Proposed Force Main(s) require any permanent easement(s), the easement document shall (i) be in form and content acceptable to the District; (ii) provide for a 15-foot wide right-of-way centered over the Force Main alignment; and (iii) include express rights for the District to operate, maintain, repair, rehabilitate, and replace the Proposed Force Main(s).
- c) As owner of the public rights-of-way where the Existing Force Mains are located and where the Proposed Force Mains will be located, the City agrees to grant the District permission to operate, maintain, repair, rehabilitate, and replace the Existing Force Mains and the Proposed Force Mains immediately upon request by the District.

5. Schedule. The City shall diligently pursue completion of the Plans and retention of a contractor to construct the Proposed Force Mains. Subsequently, the City shall require its contractor to diligently pursue completion of the Proposed Force Mains to minimize disruption to the local community and to the District’s Pumping Plants.

6. Insurance. The City shall require its contractor to obtain comprehensive general liability insurance as required by the Amended Standard Specifications (as defined below). The City shall require that the contractor name the District, through appropriate endorsements, as an additional insured on the contractor’s policy of liability insurance. The liability insurance certificate must be in accordance with Section 5-4 of the Amended Standard Specifications. The City shall furnish the District with a true, correct, and complete copy of the policy and all required endorsements for review and acceptance prior to beginning construction of the Proposed Force Mains.

7. Construction of Proposed Force Mains.

- a) The City shall ensure that the Proposed Force Mains are constructed by an appropriately licensed contractor in strict conformance with the Plans and in compliance with the *Standard Specifications for Public Works Construction, 2024 Edition*, the District's *Amendments to the Standard Specifications for Public Works Construction, 2024 Edition and Standard Drawing for Construction, 2024 Edition* (collectively, the "**Amended Standard Specifications**"); the Submittals, as approved in writing by the District; and all applicable laws, regulations, codes, and ordinances, including, without limitation, prevailing wage laws (collectively, "**Laws**"). The City shall be responsible for the timely payment of all fees and costs arising from or related to the construction of the Proposed Force Mains. The District will not be responsible for any design errors or omissions in the Plans or any conflicting subsurface utilities or changed field conditions encountered by the City during construction.
- b) No less than thirty (30) days prior to the start of the construction of the Proposed Force Mains, the City shall provide to the District for prior written review and approval specific shop drawing and engineering data submittals ("**Submittals**") pertaining to the construction of the Proposed Force Mains such as, trench shoring, sewer pipe, pipe bedding and subbedding materials, and the like. The District will provide the City a complete list of the required Submittals prior to the start of construction. The City shall ensure that all Submittals are in accordance with Section 3-8 of the Amended Standard Specifications and are submitted to the District using the District's web-based project management application in accordance with Section 3-14 of the Amended Standard Specifications.
- c) The City shall not restrict or obstruct the District's access to any of the District's facilities (including the Pumping Plants) for operation, maintenance, repair, and emergency purposes. The City shall sequence and perform construction work related to the Proposed Force Mains in a manner that will maintain the District's sewers (including the Pumping Plants) in service at all times and shall take all steps to prevent the risk of an overflow or an actual overflow from the District's sewerage system. This includes, but is not limited to, minimizing the duration of the period of time that the District's sewer pipe is unearthed/exposed and ensuring that temporary supports and protection measures are in place and flow diversion and flow bypass is operational. If work is conducted in an area near runoff, surface or drainage water, then the City shall ensure that the exposed sewer has temporary protection, as necessary, to prevent damage by such water. The City shall not commence any work for the construction of the Proposed Force Mains unless and until (a) all necessary materials, equipment and labor are in place to complete the work from start to finish, and (b) the City has

confirmed that the forecast reflects that the weather in Pomona, California will be clear for at least five (5) consecutive days from the start of the construction work. In no event shall the City commence any work for the construction of the Proposed Force Mains within forty-eight (48) hours of a rain event.

- d) The City shall coordinate and schedule in advance with the District the final tie-in of the Proposed Force Mains to the manifolds of Pumping Plants Nos. 2 and 3 to minimize interruption in sewer service.

8. Inspection During Construction of Proposed Force Mains.

- a) The City shall provide the District with ten (10) business days advanced written notice of a preconstruction meeting which shall be held at least ten (10) business days prior to the start of physical work. The District will make an inspector available for the preconstruction meeting and throughout the duration of construction of the Proposed Force Mains.
- b) The City hereby authorizes the District to inspect the construction of the Proposed Force Mains, specifically the sewer pipe, pipe subbedding, pipe bedding, pipe laying, and pipe testing at any time during the performance of the construction. The District's inspection is, in part, for the purpose of determining whether the District will accept the Proposed Force Mains. All other activities such as trenching, consolidation of backfill, paving, and street work installed by or on behalf of the City must be performed in accordance with local city, county or other governmental requirements and all Laws, and the inspection related to these activities is the sole responsibility of the City; it being understood that in no event shall the City rely upon the any actions of, or documents prepared by, the District in connection with the construction of the Proposed Force Mains, including, without limitation, the District's inspections or performance of any survey.
- c) The City shall perform all surveying required to construct the Proposed Force Mains and shall produce as-built drawings that are stamped by a Registered Professional Civil Engineer or Registered Land Surveyor licensed to practice in the State of California. Immediately upon completion of construction of the Proposed Force Mains to the satisfaction of the District, the City shall submit the as-built drawings to the District for approval. During construction of the Proposed Force Mains, the District, at no cost to the City, may survey the work being performed by the City's contractor to verify grade and alignment of the Proposed Force Mains and conduct a final survey of the Proposed Force Mains.
- d) The City shall, upon request from the District, make available for inspection by a District representative the sewer pipe at the manufacturer's facility. The City agrees that all sewer pipe must be approved by a District's representative, in writing, prior to

delivery to the job site. Any and all pipe materials delivered to the job site without prior District inspection will be cause for rejection by the District.

- e) Upon completion of construction and before placing the Proposed Force Mains into service, the City shall conduct, at no cost to the District, a closed-circuit television (“CCTV”) inspection of the Proposed Force Mains in accordance with Section 500-3.4 of the Amended Standard Specifications and a hydrostatic pressure test of the Proposed Force Mains in accordance with Section 306-8.9 of the Amended Standard Specifications. The City shall immediately submit the electronic CCTV video and data folders and electronic (PDF) CCTV reports to the District for review and written approval. The City shall replace any and all damaged or poorly constructed pipe and pipe joints, as determined by the District and at no cost to the District.
 - f) Upon completion of construction of the Proposed Force Mains to the satisfaction of the District, including any repairs, and acceptance of the as-built plans, the District will provide the City with written notification approving the Proposed Force Mains (the “**Proposed Force Mains Approval Notice**”). The District will then place the Proposed Force Mains into service and remove the Existing Force Mains from service in order to permit the City to inspect and repair the Existing Force Mains, as more particularly described in Section 9.
9. Inspection and Repair of Existing Force Mains. Immediately following placement of the Proposed Force Mains into service and removal of the Existing Force Mains from service:
- a) The City shall perform a CCTV inspection of the Existing Force Mains and immediately submit the electronic CCTV video and data folders and electronic (PDF) CCTV reports to the District for review, all in accordance with Section 500-3.4 of the Amended Standard Specifications. The City may propose an alternate method of inspection, subject to the District’s prior written approval, if CCTV inspection is deemed to be infeasible.
 - b) The City shall perform a hydrostatic pressure test of the Existing Force Mains in accordance with Section 306-8.9 of the Amended Standard Specifications. The City shall immediately submit a report of the hydrostatic testing to the District for review. The City may propose an alternate method of pressure testing, subject to the District’s prior written approval, if hydrostatic pressure testing is deemed to be infeasible.
 - c) The District will review the results of the CCTV inspection and hydrostatic pressure test, or alternate inspection or pressure test approved by the District, on the Existing Force Mains. If the Existing Force Mains are deemed to be acceptable for takeover, the District will provide the City written notice thereof (the “**Existing Force Mains Approval Notice**”). If

any defects are discovered, the District will provide the City written notice itemizing the defects and requesting the City make the necessary repairs (the “**Existing Force Main Repair Notice**”), and the Parties will follow the steps outlined below.

- d) Within thirty (30) days after receipt of an Existing Force Main Repair Notice, the City shall provide details of the method of repair for each item for the District’s review and prior written approval (the “**Existing Force Main Repair Method Approval Notice**”).
- e) Within thirty (90) days after receipt of an Existing Force Main Repair Method Approval Notice, the City shall promptly perform the repairs under the inspection of the District. Additionally, for any major repairs made to the Existing Force Mains, such as replacement of any damaged sections with new pipe, the City shall update the Existing Force Mains As-Built Plans accordingly.
- f) Upon completion of the repairs to the satisfaction of the District, the District will provide an Existing Force Mains Approval Notice to the City.

10. Reimbursement of District’s Costs. The City shall reimburse the District for the actual cost of the District’s staff to review and approve the Plans and as-builts for the Proposed Force Mains and the Existing Force Mains As-Built Plans; to review and approve Submittals; and to perform the inspections described in Sections 8 and 9 (collectively, the “**District’s Costs**”). The District’s Costs will include benefits and overhead added to total salaries, wages, and equipment costs. The District shall maintain records of the District’s Costs in accordance with recognized accounting principles.

- a) Deposit of Estimated District’s Costs – The District estimates the District’s Costs to be \$150,000 (“**Estimated District’s Costs**”). Concurrently with the City’s execution of this Agreement, the City shall pay to the District the Estimated District’s Costs.
- b) Final Invoice – Within ninety (90) calendar days after the Ownership Effective Date (as defined below), the District will furnish to the City an invoice that provides a final accounting of the District’s Costs. If the final invoice shows a balance due to the District, then the City shall pay the balance due to the District within thirty (30) calendar days after the date of the final invoice. If the final invoice shows any remainder amounts due to the City, then the District shall refund the remaining portion of the Estimated District’s Costs to the City together with the final invoice.

11. Notice of Completion. Upon receipt of the Proposed Force Mains Approval Notice and the Existing Force Mains Approval Notice from the District, the City shall sign and record a *Notice of Completion* in accordance with California Civil Code Section 8182 and in the general form of Exhibit B.
12. Bill of Sale. Upon recordation of the *Notice of Completion*, and at no cost to the District, the City shall execute and deliver to the District, free and clear of any claims, liens, or encumbrances, title to the Proposed Force Mains and Existing Force Mains by way of a recordable *Bill of Sale* in form and content acceptable to the District and in the general form of Exhibit C.
13. Acceptance of Force Mains. The District will accept ownership and maintenance of the Proposed Force Mains and Existing Force Mains effective on the date the District records the *Bill of Sale* with a *Certificate of Acceptance* in the Office of the Los Angeles County Recorder, which will be no later than ninety (90) calendar days after recordation of the *Notice of Completion* (the “**Ownership Effective Date**”) and only if the District determines that:
 - a) The City and the construction contractor have constructed the Proposed Force Mains in strict conformance with the Plans, and in compliance with the Amended Standard Specifications and all Laws; and
 - b) The City has fully performed and satisfied all terms and conditions of this Agreement; and
 - c) No legal actions or stop notice claims are pending or threatened concerning any of the provisions of this Agreement or any work of construction provided for in this Agreement; and
 - d) There are no liens or stop notices filed or recorded in connection with the Proposed Force Mains, the City has fully complied with California Civil Code Sections 9356 and 8182, and at least sixty (60) calendar days have elapsed since the recording of the *Notice of Completion*.
14. Indemnity. Except as set forth in Section 14(a)(iii), this indemnity provision will survive the termination of this Agreement and will continue in effect for twenty (20) years after the Ownership Effective Date.
 - a) The City shall be responsible for all costs, expenses, losses, fines, penalties, civil administrative liabilities and liabilities relating to or arising from the construction of the Proposed Force Mains and repair of the Existing Force Mains and shall indemnify, defend and hold harmless the District, all other County Sanitation Districts of Los Angeles County and their respective directors, officers, agents, representatives, and

employees (collectively, the “**District Parties**”) from all claims, demands, actions, costs, liabilities, losses, suits, damages, including reasonable attorney’s fees, claims for personal injury or property damages, penalties, fines, administrative civil liabilities and remediation costs (“collectively, “**Claims**”) arising from or in any way related to the following:

- (i) Ownership, operation or maintenance of the Proposed Force Mains and Existing Force Mains before the Ownership Effective Date;
 - (ii) Construction of the Proposed Force Mains and repair of the Existing Force Mains before the Ownership Effective Date, including but not limited to trenching, backfill work above the pipe zone and pavement work;
 - (iii) Product or design defects affecting the Proposed Force Mains and Existing Force Mains, discovered no more than three (3) years after the Ownership Effective Date, provided that the condition or circumstance affecting the Proposed Force Mains and Existing Force Mains was present prior to the Ownership Effective Date;
 - (iv) Any overflows or spills of wastewater resulting from the Proposed Force Mains and Existing Force Mains prior to the Ownership Effective Date.
- b) The District shall hold the City and its officers, agents and employees harmless from all claims, demands, costs, expenses liabilities or losses, and assume the defense of all actions for any damages or injuries arising out of the use, ownership, operation, or maintenance of the Proposed Force Mains and Existing Force Mains from and after the Ownership Effective Date, except that the City shall remain liable for claims, demands, costs, expenses and liability or loss arising from construction of the Proposed Force Mains and Existing Force Mains as provided in Section 14(a) or from the City’s negligence or willful misconduct.
 - c) The City’s duty to defend the District pursuant to Section 14(a) is independent of its duty to indemnify the District, and the duty to defend shall apply immediately upon the City becoming aware of any claims potentially subject to the duty to indemnify, provided such defense shall be provided by counsel selected by the City and reasonably acceptable to the District.
15. Compliance with Laws. The City shall comply with all Laws in performing its obligations under this Agreement, and shall indemnify, defend, and hold harmless the District and all District Parties from and against all Claims arising out of any failure by the City or its contractors or agents to comply with all Laws in connection with its performance of its obligations under this Agreement. The City shall assume the defense of all actions arising

out of the City's or its agents' non-compliance with any Laws. The foregoing indemnity survives the termination of this Agreement and/or the Ownership Effective Date.

16. Environmental Compliance. The City shall comply with the requirements of the California Environmental Quality Act, California Public Resources Code Section 21000 *et. seq.* and Title 14 of the California Code of Regulations Section 15000 *et. seq.* (collectively, "CEQA"). The City shall prepare any studies and related environmental documents necessary for construction of the Proposed Force Mains, and any repairs to the Existing Force Mains, at no cost to the District. The City is also responsible for securing all other environmental permits and clearances as may be required for the construction of the Proposed Force Mains and any repairs to the Existing Force Mains including, without limitation, any necessary permits from the California Department of Fish and Wildlife, United States Department of Fish and Wildlife, the Los Angeles County Regional Water Quality Control Board, and the United States Army Corps of Engineers at no cost to the District. The City shall indemnify, defend and hold harmless the District and all District Parties from and against all Claims, as well as penalties, fines, administrative civil liabilities and remediation costs relating to any CEQA challenges or CEQA proceedings involving construction of the Proposed Force Mains and any repairs to the Existing Force Mains. The foregoing indemnity survives the termination of this Agreement and/or the Ownership Effective Date.
17. No Attribution of Sewer Capacity. This Agreement does not provide the City with any right to sewer capacity in the District's sewerage system or constitute any waiver or reduction of any charge that would otherwise be due to the District.
18. District's Delegation of Authority. The District hereby delegates to its Chief Engineer and General Manager, or his/her designee (the "**Chief Engineer**"), authority to act on behalf of the District in carrying out the terms of this Agreement, including authority to: accept the Bill of Sale for the Proposed Force Mains and Existing Force Mains, accept any easements for the Proposed Force Mains, and make other determinations and approvals on behalf of the District to fulfill all responsibilities of the District under this Agreement.
19. Project Manager. The City designates as its project manager Chris Diggs, Water Resources Director, City of Pomona, 752 West Commercial Street, Pomona, California 91768, telephone number (909) 802-7412 (the "**Project Manager**").
20. City's Delegation of Authority. The City hereby delegates the City Manager the authority to act on behalf of the City in carrying out the terms of this Agreement. The City Manager may execute, with City Council action, the Notice of Completion, Bill of Sale, granting to the District required easements or licenses for the Proposed Force Mains, and make other determinations and approvals on behalf of the City to fulfill all responsibilities of the City under this Agreement.

21. General Provisions.

- a) The Parties shall do additional acts as may be deemed reasonably necessary by the Chief Engineer and Project Manager to carry out the purpose of this Agreement.
- b) This Agreement contains the entire agreement between the Parties concerning the Proposed Force Mains and Existing Force Mains for Pumping Plants Nos. 2 and 3 and supersedes any prior agreements between the Parties with respect to the Proposed Force Mains and Existing Force Mains for Pumping Plants Nos. 2 and 3. Any subsequent representations or modifications will be of no force or effect, except for a subsequent modification in writing executed by both Parties.
- c) If any term or provision of this Agreement is held to any extent to be invalid or unenforceable, the remainder of this Agreement will not be affected.
- d) Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly.
- e) A waiver of any breach of any provision of this Agreement or of any failure to comply with any requirement of this Agreement will not be deemed a waiver of any other provision or requirement of this Agreement, and no waiver will be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act will not be deemed an extension of time for performance of any other obligation or act.
- f) This Agreement is to be executed in duplicate originals to be retained by each Party. This Agreement may be executed in one or more counterparts, which when taken together, shall constitute one and the same original.
- g) The City shall not transfer, assign, convey, or sell any of its obligations under this Agreement without the prior written consent of the District which consent may be withheld in the District's sole and absolute discretion. This Agreement will inure to the benefit of and will be binding upon the Parties and their respective successors and permitted assigns.
- h) This Agreement is to be governed and construed in accordance with California law.
- i) Each Party shall execute and deliver any instruments, and perform any actions that may be necessary, or reasonably requested, in order to give full effect to this Agreement.
- j) In the event any action is instituted by a Party to interpret or enforce this Agreement, the prevailing Party in such action (as determined by the court, agency or other

authority before which such suit or proceeding is commenced), shall be entitled to such reasonable attorneys' fees, costs and expenses as may be fixed by the decision maker.

- k) Each individual signing this Agreement warrants and represents that he or she has the full authority to execute the Agreement on behalf of the Party on whose behalf he or she so signs, that he or she is acting within the scope of such authority, and that this Agreement shall be binding upon and enforceable against the Party on whose behalf he or she so signs by virtue of such signature.

[Signatures appear on following page]

The Parties are signing this Agreement as of the Effective Date.

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____
Chairperson, Board of Directors

ATTEST:

Secretary to the Board

APPROVED AS TO FORM:

Nossaman, LLP

By: _____
District Counsel

CITY OF POMONA

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

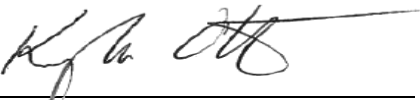
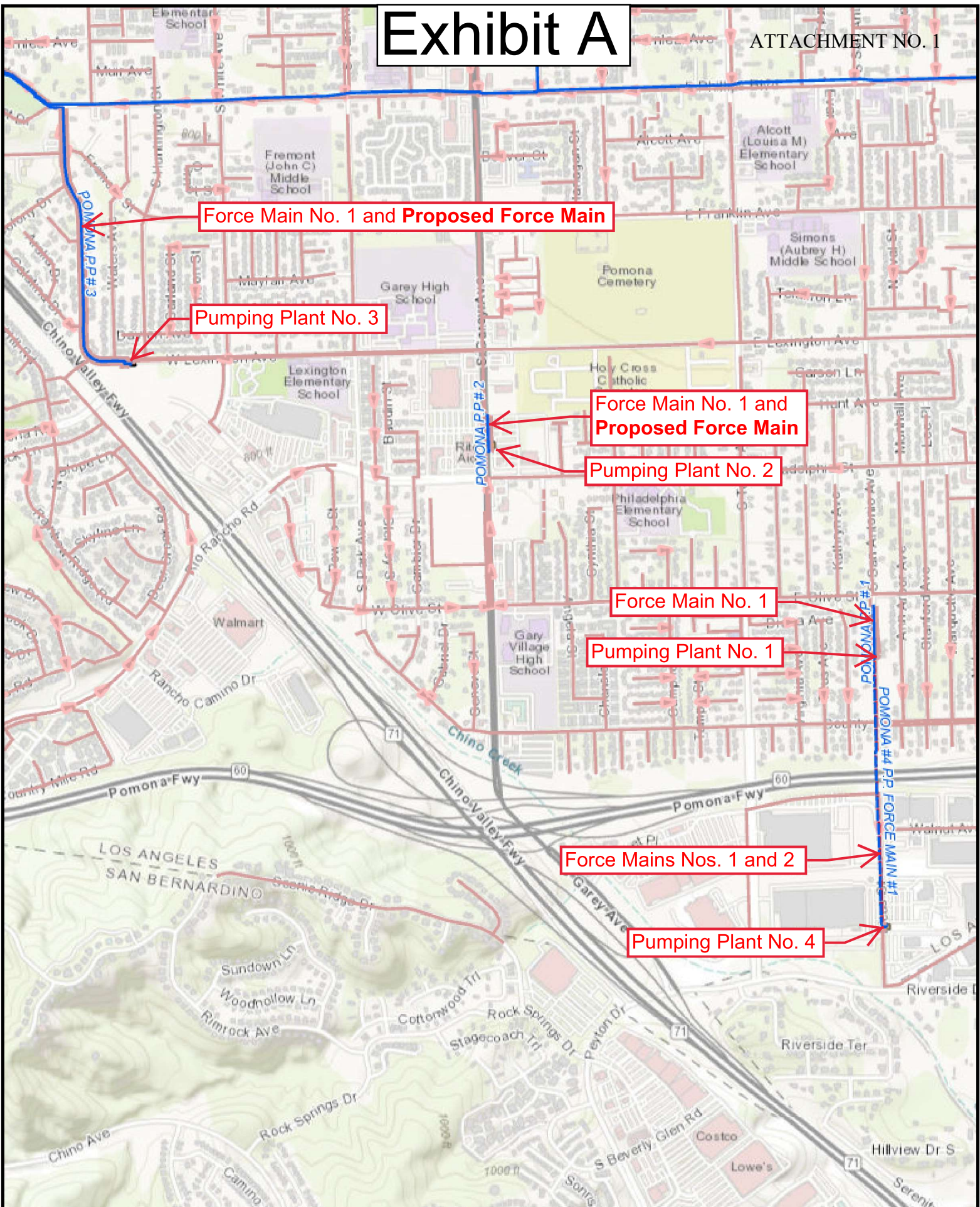
By:  _____
City Attorney

Exhibit A

ATTACHMENT NO. 1



**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

The County Sanitation Districts of Los Angeles County ("Districts") have developed the GIS data and related information files (collectively, the "Information") displayed on this map for the Districts' own internal use, and provide it to the public only to comply with the California Public Records Act (Cal. Gov. Code § 6250 et seq.). The Districts therefore disclaim liability for any other person's reliance on the Information. The Information depicts approximate locations of property, facilities and boundaries. Reasonable efforts have been made to ensure accuracy, but the Information may have spatial and other errors and should not be relied upon for surveying, engineering, excavation, construction, or related purposes. The Information is dynamic and is subject to change without notice. THE INFORMATION IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND THE DISTRICTS EXPRESSLY DISCLAIM ALL WARRANTIES (express and implied), INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Prior to any excavation, please call Underground Service Alert by dialing 811 and the Districts' Engineering Counter at (562)908-4288 x1205 to obtain more accurate information about the location of Districts' subsurface facilities.

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3/25/2026



Exhibit B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CITY OF POMONA-CITY CLERK
505 S. Garey Ave. P.O. Box 660
Pomona, CA 91769

SPACE ABOVE THIS LINE FOR RECORDER’S USE

NOTICE OF COMPLETION

In accordance with the provisions of California Civil Code Section 8182, the **CITY OF POMONA**, owner of the work of improvement hereinafter described, hereby gives the following notice:

1. The date of completion of the work of improvement hereinafter described is (Completion Date).
2. The owner of the work of improvement is the City of Pomona.
3. The nature of the interest or estate of the owner is a fee interest.
4. The work of improvement is located all within the City of Pomona, California and is particularly described as follows:
(Insert description and location of Proposed Force Mains and Existing Force Mains)
5. The name of the original contractor for the work of improvement is (All Contractors).

Dated this _____ day of _____, 20____.

CITY OF POMONA

By: _____

Name: _____

Title: _____

[Signature must be notarized]

Exhibit C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

LOS ANGELES COUNTY SANITATION DISTRICTS
1955 WORKMAN MILL ROAD
WHITTIER, CA 90601
Attention: Supervisor, Property Management Group

Exempt from Doc. Transfer Tax per R&TC §11922
Exempt from Recording Fee per Gov. C. §§ 6103 & 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BILL OF SALE

The **CITY OF POMONA**, a California municipal corporation (“**Grantor**”), hereby grants to **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY**, a county sanitation district organized and existing pursuant to the County Sanitation District Act, California Health and Safety Code Section 4700 *et seq.* (the “**District**”), the following described improvements (the “**Improvements**”):

- Pomona Pumping Plant (PP) No. 2 Force Main (FM) No. 1: approx. 360 ft. of 14-in. diameter ductile iron pipe starting at PP No. 2 and terminating at City of Pomona Manhole No. ____.
- Pomona PP No. 2 FM No. 2: approx. ____ feet of ____-inch diameter ____ pipe starting at PP No. 2 and terminating at City of Pomona Manhole No. ____.
- Pomona PP No. 3 FM No. 1: approx. 3,020 feet of 24-inch ductile iron and 30-inch diameter reinforced concrete pipe starting at PP No. 3 and terminating at District Manhole No. 21-1265.
- Pomona PP No. 3 FM No. 2: approx. ____ feet of ____-inch diameter ____ pipe starting at PP No. 3 and terminating at District Manhole No. ____.

Grantor hereby represents, warrants and covenants to the District that the Improvements are free and clear of and from all liens, claims, encumbrances, pledges, hypothecations, and security interests and that Grantor has the full right, power, and authority to grant, convey, and sell the Improvements, and Grantor, its successors and assigns, shall warrant and defend the grant, conveyance, and sale of the Improvements against any and all lawful liens, claims, encumbrances, pledges, hypothecations, and security interests of all persons or entities claiming by, under, or through them.

This Bill of Sale inures to the benefit of the District and its successors and assigns and is binding upon Grantor and its successors and assigns.

Dated this ____ day of _____, 20____.

CITY OF POMONA

By: _____

Name: _____

Title: _____

[Signature must be notarized]