



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, February 10, 2021 – 1:30 p.m.

In accordance with [Governor Newsom's Executive Order N-25-20 and N-29-20](#), this meeting is being conducted via teleconference/Zoom. Anyone wishing to join the meeting can join via

Zoom: Call in (669) 900-6833, Meeting ID: 923 4838 9922

To join the Zoom Meeting online: <https://zoom.us/j/92348389922>

Note: Copies of staff reports and other documents relating to the items on this agenda are on file at the District office and are available for public review during normal District business hours. New information relating to agenda topics listed, received, or generated by the District after the posting of this agenda, but before the meeting, will be made available upon request at the District office and in the Agenda Package on the Districts website. It is the intention of the San Bernardino Valley Water Conservation District to comply with the Americans with Disabilities Act (ADA) in all respects. If you need special assistance with respect to the agenda or other written materials forwarded to the members of the Board for consideration at the public meeting, or if as an attendee or a participant at this meeting you will need special assistance, the District will attempt to accommodate you in every reasonable manner. Please contact Athena Lokelani at (909) 793-2503 at least 48 hours prior to the meeting to inform her of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. PUBLIC PARTICIPATION

Members of the public may address the Board of Directors on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) Section 54954.2 of the Government Code.

2. ADDITIONS/DELETIONS TO AGENDA

Section 54954.2 provides that a legislative body may take action on items of business not appearing on the posted agenda under the following conditions: (1) an emergency situation exists, as defined in Section 54956.5; (2) a need to take immediate action and the need for action came to the attention of the District subsequent to the agenda being posted; and (3) the item was posted for a prior meeting occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

3. CONSENT CALENDAR

- A. Approval of Board Minutes, January 13, 2021
- B. Approval of Expenditure Report, January 2021
- C. Approval of Unaudited Financials, January 2021 (M#1759)
- D. Groundwater Assessment Report for July 1, 2020 to December 31, 2020
- E. District Board Priorities for 2021(M#1760)

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BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

- F. Board Policy Manual Revisions, Resolution No. 582
- G. ACWA/JPIA Executive Committee Concurring Nominations Resolutions

4. COMMITTEE REPORTS /ACTION ITEMS

Committee Reports

A. OPERATIONS COMMITTEE VERBAL UPDATE - 5 minutes

Presenter: Vice President Corneille, Chair of Operations Committee

Recommendation: The Operations Committee chair will provide a verbal update of the meeting held on January 27.

B. MENTONE SHOP IMPROVEMENT PLANNING- 5 minutes (M#1761)48

Presenter: Vice President Corneille and Erwin Fogerson

Recommendation: The Operations Committee recommends that the Board: 1) Review and accept the recommendations contained in the Mentone Shop Needs Analysis regarding improvements to the Mentone Shop, 2) Authorize the General Manager to procure architectural services through a Request for Proposals for the proposed new Mentone Shop building and award a contract not to exceed \$50,000 3) Authorize the General Manager to procure and plan for future shop facilities closer to the Santa Ana Spreading grounds.

C. FINANCE & ADMINISTRATION COMMITTEE VERBAL UPDATE - 5 minutes

Presenter: Director Raley, Chair of Finance & Administration Committee

Recommendation: The Finance & Administration Committee chair will provide a verbal update of the meeting held on January 27.

D. 2nd QUARTER ANNUAL UNAUDITED FINANCIALS FOR 2020-2021 – 5 minutes

(M#1762)73

Presenter: David E. Raley/Daniel Cozad

Recommendation: The Finance & Administration Committee recommends the Board receive and file the 2nd Quarter Annual Unaudited Financials for 2020-2021 as presented.

Action Items

E. DRAFT ENGINEERING INVESTIGATION REPORT FOR 2021 – 10 Minutes (M#1763)78

Presenter: Katelyn Scholte

Recommendation: Receive and file staff’s presentation, provide any comments or changes to the Engineering Investigation Report (EI Report).

F. BUDGET PLANNING FOR GROUNDWATER ENTERPRISE FOR 2021-2022, PROPOSED GROUNDWATER COUNCIL O&M FEE AND ADVERTISED GROUNDWATER CHARGE – 20 minutes (M#1764).....120

Presenter: Daniel Cozad and Finance & Administration Committee

Recommendation: Review, discuss and approve issues for inclusion in the 2021-2022 Groundwater Enterprise Budget and provide direction to staff on Public Notice for the Groundwater Charge.

- G. CONSERVATION SERVICES AGREEMENT WITH INLAND EMPIRE RESOURCES
CONSERVATION DISTRICT FOR IMPLEMENTATION OF PERMIT CONDITIONS FOR THE
PLUNGE CREEK CONSERVATION PROJECT – 10 Minutes (M#1765).....132

Presenter: *Betsy Miller*

Recommendation: Consider approval of Conservation Services Agreement with Inland Empire Resources Conservation District (IERCD) for implementation of permit conditions associated with the Plunge Creek Conservation Project.

- H. COMMUNITY MITIGATION PROGRAM AGREEMENTS FOR 210 FREEWAY PROJECT
(M#1766)151

Presenter: *David Cosgrove/Betsy Miller*

Recommendation: Approve in concept the Agreement for Acquisition of Conservation Easement for the San Bernardino County Transportation Authority’s (SBCTA) State Route 210 Mixed Flow Lane Addition Project.

- I. STATE OF THE CONSERVATION TRUST REPORT – 5 minutes (M#1767).....204

Presenter: *Daniel Cozad*

Recommendation: Receive and file the report on the State of the San Bernardino Valley Conservation Trust.

- J. CSDA CALL FOR NOMINATIONS FOR SEAT A, SOUTHERN NETWORK – 5 minutes
(M#1768)272

Presenter: *Daniel Cozad*

Recommendation: Review and provide direction to staff to nominate a Board member if interested for the CSDA Board of Directors, Seat A, Southern Network for the term of 2022-2024.

5. INFORMATION ITEMS:

- A. Wash Plan Implementation and State Permitting Update – 5 Minutes
- B. Active Recharge Transfer Projects Status Report No. 5279
- C. General Manager’s Report and Monthly Recharge Report – 5 Minutes294
- D. Future Agenda Items & Staff Tasks

6. MONTHLY BOARD MEMBER MEETING REPORTS, AND/OR BOARD MEMBER COMMENTS

- A. Board Member Meeting Reports – 15 minutes

7. UPCOMING MEETINGS:

***Please note: All future District meetings may be held remotely via zoom. See Agendas for detailed information.**

- | | |
|----------------------|---|
| A. February 16, 2021 | San Bernardino Valley Municipal Water District Board Meeting, 2:00 p.m., via Zoom |
| B. February 15, 2021 | Office Closed in Observance of President’s Day |
| C. February 19, 2021 | Outreach & Communications Committee, 9:30 a.m., via Zoom |

- D. March 2, 2021 San Bernardino Valley Municipal Water District Board Meeting, 2:00 p.m. at Valley Municipal
- E. March 10, 2021 Board of Directors Meeting, 1: 30 p.m. at Conservation District
- F. March 19, 2021 *Form 700's Due to District Office*
- G. March 23, 2021 Big Bear Watermaster Committee, 1:30 p.m. via Zoom
- H. March 24, 2021 Finance & Administration Committee, 1:30 p.m. via Zoom
- I. April 5, 2021 San Bernardino Valley Conservation Trust Meeting, 1:30 p.m. via Zoom
- J. April 8, 2021 Advisory Commission on Water Policy, 6:30 p.m. at Valley Municipal
- K. April 13, 2021 Active Recharge Transfer Projects Policy Committee, 9:00 a.m. at Conservation District
- L. May 12-May 13, 2021 ACWA 2021 Virtual Spring Conference

8. **CLOSED SESSION**

1. The Board will meet in closed session under authority of Government Code section 54954.8, real estate negotiations, to discuss price and terms of a transfer of a conservation easement over some 0.64 acres of property in connection with the Elder Creek Channel Improvement project, which will involve construction work along 1,200 linear feet of Elder Creek Channel, grading and reconfiguration within East Highland Storm Drain, and vegetation removal within Church Street Channel, located between Old Greenspot Road and Abbey Way, east of Church Street. The party with whom the District will be negotiating is San Bernardino County Flood Control District, and Michele Derry. The District's negotiators are Daniel Cozad and David B. Cosgrove.

9. **ADJOURN MEETING.** The next regularly scheduled Board of Directors Meeting will be on March 10, 2021 at 1:30 p.m., via Zoom.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF January 13, 2021
1:30 p.m.

President McDonald called the meeting of the Board of Directors to order at 1:30 p.m. by teleconference and Zoom meeting; all those in attendance stood for the pledge of allegiance led by President McDonald.

ROLL CALL:

BOARD MEMBERS PRESENT:

Melody McDonald, President
Richard Corneille, Vice President
David E. Raley, Director
Robert Stewart, Director
John Longville, Director

BOARD MEMBERS ABSENT:

None

GENERAL COUNSEL PRESENT:

David Cosgrove, Rutan & Tucker

STAFF PRESENT:

Daniel Cozad, General Manager
Betsy Miller, Land Resources Manager/Assistant General Manager
Erwin Fogerson, Senior Engineer/Project Manager
Katelyn Scholte, Assistant Engineer
Athena Lokelani, Administrative Specialist

GUESTS PRESENT:

T. Milford Harrison, San Bernardino Valley Municipal Water District
June Hayes, San Bernardino Valley Municipal Water District
Cindy Saks, San Bernardino Valley Municipal Water District
David E. Smith, East Valley Water District
Clayton Larkin, Tetra Tech

1. PUBLIC PARTICIPATION

President McDonald announced that any person present, who so desired, may make an oral presentation to the Board of Directors. There being none, the meeting continued with the posted agenda items.

2. ADDITIONS/DELETIONS TO AGENDA

There were none.

3. DISTRICT STANDING COMMITTEE APPOINTMENTS

President McDonald introduced this item for discussion, noting its inclusion on package page 4. Director Stewart asked to be notified of the Operations Committee meetings; he is an alternate. Mr. Cosgrove cautioned against circulation of materials to those that are not a regular member of the Committee to avoid potential Brown Act issues. The alternate typically only attends or receives the materials if one of the active members is unable to attend. President McDonald appointed Vice President Corneille as the alternate for the Outreach & Communications Committee for Appendix B. All other appointments remain the same as last year.

President McDonald introduced Appendix C, Roster of Organizations and Committees with Assigned Representatives, included on package page 5. She noted that the ACWA/JPIA Executive Committee appointment has no fiscal impact to the District. She asked that the San Bernardino Valley Municipal Water District Engineering Workshops be added as item 9A within the appendices with herself and Vice President Corneille able to attend as primary appointed members. All other appointments remain the same as last year.

It was moved by Director Longville and seconded by Director Raley to add the San Bernardino Valley Municipal Water District Engineering Workshops to Appendix C as Item 9A with both President McDonald and Vice President Corneille listed to attend as primary District appointed members. The motion carried 5-0 with all Board members present voting in the affirmative.

**President McDonald: Yes
Vice President Corneille: Yes
Director Longville: Yes
Director Raley: Yes
Director Stewart: Yes**

4. CONSENT CALENDAR

President McDonald introduced this item.

It was moved by Vice President Corneille and seconded by Director Longville to approve the Consent Calendar: Item A: Board Minutes, December 9, 2020 and Item B: Expenditure Report, December 2020. The motion carried 5-0 with all Board members present voting in the affirmative.

**President McDonald: Yes
Vice President Corneille: Yes
Director Longville: Yes
Director Raley: Yes
Director Stewart: Yes**

5. COMMITTEE REPORTS/ACTION ITEMS

A. UNAUDITED FINANCIAL REPORTS, DECEMBER 2020

Mr. Cozad presented this item for discussion, noting its inclusion on package page 23. He noted that interest earnings and investments are lower than prior years and stated that the District is in the process of delaterring some of its CDs as they mature. The City of San Bernardino Groundwater Council contribution has been delayed but is expected soon. Mr. Cozad said that the mining revenue is above budget for December. The deferred lease payments for the Redlands Plaza tenants authorized by the Board have reduced enterprise revenue. The District is awaiting grant reimbursement for the Plunge Creek Conservation Project. The cash status is shown on package page 25. Staff indicated that they will meet with PFM in April to review and discuss investments and any potential market changes. Director Raley indicated that the District needs to ensure it is diversified. Director Stewart inquired about the variance in GL 4050-Property Tax revenue. Mr. Cozad indicated that the funds come in a variety of periods and believes that the pandemic may have delayed these payments.

It was moved by Director Stewart and seconded Director Longville to approve the Unaudited Financial Reports for December 2020 as presented. The motion carried 5-0 with all Board members present voting in the affirmative.

**President McDonald: Yes
Vice President Corneille: Yes
Director Longville: Yes
Director Raley: Yes
Director Stewart: Yes**

B. STATEMENT OF INVESTMENT POLICY 2021

Mr. Cozad introduced this item which is shown on package page 29. There are no recommended changes to the Statement of Investment Policy this year, but it requires Board approval annually.

It was moved by Director Longville and seconded by Director Raley to approve the existing Statement of Investment Policy for use in calendar year 2021, delegating authority to the General Manager to make necessary investments. The motion carried 5-0 with all Board members present voting in the affirmative.

**President McDonald: Yes
Vice President Corneille: Yes
Director Longville: Yes
Director Raley: Yes
Director Stewart: Yes**

C. DISTRICT BOARD PRIORITIES FOR 2021

Mr. Cozad presented the 2020 Board Priorities that were included on package page 42, and Draft 2021 Board Priorities are included on page 43. Mr. Cozad summarized the 2020 Board Priorities. Vice President Corneille asked for an overview of the 2017 Community Strategic Plan (CSP) goals. The goals that were carried forward are: 1) additional recharge, 2) boundary service expansion, 3) trail recreation, 4) habitat management, 5) outreach, 6) mining area reuse and 7) treatment wetlands. The plan goal

numbers within Board Priorities table correspond with the CSP goals. The 2021 Board Priorities review continued and feedback from the Board was received as follows:

- Item 8: Mentone Shop Study Approved and Item 10: Mentone Shop Design/Permitting/Approved – Mr. Cozad said that these items will be reviewed and discussed at the January 27 Operations Committee meeting. Vice President Corneille is supportive of this project and the approach that staff is taking and the Committee should have a recommendation after the meeting on the 27th. He suggested moving this item up in priority noting that this project should begin immediately after the plan is approved.
- Add Item: Vice President Corneille suggested the addition of “Active Recharge Transfer Projects Final Design” to priorities list as item number 2 as a priority 1; should be separate from concept design.
- Item 4: Wash Plan-Land Exchange Agreements – Vice President Corneille asked if there was more than one agreement. Mr. Cosgrove indicated that there is a Memorandum of Understanding with Bureau of Land Management and there will need to be an agreement with the appraiser and an amendment to the partnership agreement and others as needed to finalize the land exchange.
- Item 7: Community Mitigation Conservation Easements – Vice President Corneille suggested this item be moved down to priority three. Mr. Cozad indicated that these are essential to the Wash Plan Task Force.
- Item 2: Mill Creek Diversion Permitted and Item 5: Mill Creek Diversion Procurement – Director Stewart expressed concern over permitting and said that he would like for these items to continued to be pushed because they are imperative to District operations. The Board would like to see these as a priority one. Mr. Fogerson provided feedback on item 2 and is optimistic that all issues have been addressed to date. He is hopeful the permit will be completed within the next five months.

It was moved by Vice President Corneille and seconded by Director Stewart for staff to consider comments provided by the Board and bring revised 2021 Board Priorities to the February Board meeting for review and final approval. The motion carried 5-0 with all Board members present voting in the affirmative.

**President McDonald: Yes
Vice President Corneille: Yes
Director Longville: Yes
Director Raley: Yes
Director Stewart: Yes**

D. ACWA JPIA EXECUTIVE COMMITTEE NOMINATION

Mr. Cozad introduced this item for discussion, noting that a resolution of support for President McDonald is needed for her to run for the ACWA JPIA Executive Committee Board. President McDonald reiterated that there is no fiscal impact to the District for her appointment on this Board.

It was moved by Director Raley and seconded by Vice President Corneille to approve Resolution No. 581 Nominating President McDonald for the ACWA JPIA Executive Committee Board. The motion carried 5-0 with all Board members present voting in the affirmative.

**President McDonald: Yes
Vice President Corneille: Yes**

Director Longville: Yes
Director Raley: Yes
Director Stewart: Yes

6. INFORMATION ITEMS

A. WASH PLAN IMPLEMENTATION AND STATE PERMITTING UPDATE

Ms. Miller provided a verbal update. The Year 1 management and monitoring workplan and budget have been approved by the Preserve Management Committee, with monitoring and management contracts nearing completion. Ms. Miller indicated that she is working on the monitoring plan for the San Bernardino kangaroo rat (SBKR). She has scheduled coordination meetings with colleagues at the Western Riverside HCP and Woolly Star Preserve Area. With the help of AECOM, the District sent out correspondence to each of the Wash Plan partners whom have covered activities within the Wash Plan to verify project information prior to submitting permit applications. The 2081 application related to the California Endangered Species Act has been submitted and the California Department of Fish & Wildlife Service (CDFW) has approved it and deemed it complete. Ms. Miller thanked Ms. Scholte for her help in preparing the document and CDFW for their support. President McDonald congratulated Ms. Scholte and Ms. Miller on completing the permitting submittal. Vice President Corneille asked who was on the Preserve Management Committee. Ms. Miller stated that it consisted of herself, Mr. Cozad and a representative from BLM and CDFW. This item was received and filed.

B. ACTIVE RECHARGE TRANSFER PROJECTS UPDATE

Mr. Fogerson provided a verbal update on the Active Recharge Transfer Projects (ARTP) Policy Committee held on January 12. The Memorandum of Understanding (MOU) with San Bernardino County Flood Control District (SBCFCD) has been approved by the District Board and the ARTP Policy Committee and will be considered by the SBCFCD Board next month for approval. A kick off meeting is being scheduled for March. There is a Request for Qualifications posted for Statement of Qualifications to develop a consultant list for the ARTP projects with responses due tomorrow. The District has received a number of responses with approximately 400 hits on the District website. Staff will develop the consultant list this coming week based on responses received. Director Raley asked if there will be a written report included on the ARTP included in the Board package. Mr. Cozad indicated that these projects are still in conceptual planning and that Mr. Fogerson prepares a ARTP Status Report after each Policy Committee meeting and those are brought to the Board for review after committee approval. He also indicated that the ARTP has its own enterprise and any related financials will be brought to the Board under the monthly Unaudited Financial Reports or at a minimum the Quarterly Unaudited Financials. Vice President Corneille complimented Mr. Fogerson on his very comprehensive ARTP status report. He said that once agreements and consultants are in place the projects will be ramping up.

C. GENERAL MANAGER'S REPORT AND MONTHLY RECHARGE REPORT

Mr. Cozad indicated that the written General Manager's Report was included in the Board package on pages 46 through 49. Mr. Cozad said that the District has developed a COVID Injury and Illness Prevention Policy based on CalOSHA's temporary directive orders, and mandatory training has been conducted. Staff will have a State of the Trust report prepared soon and brought back to the Board. There has been a link included to the Monthly Newsletter on package page 49. Staff received a request from the Groundwater Council to develop a replenishment charge, which has been included on package

pages 50 to 54. Mr. Cozad reviewed the historic and current production table, preliminary rate impacts and discussed the potential phase in process. Staff is collecting feedback from local producers and agencies on the potential charge and will bring that forward to the Board next month. Mr. Cosgrove stated that the District is under Prop 26 and discussed those requirements. Mr. Cozad indicated that the District is one of the very few agencies that has not yet implemented a replenishment charge. Discussion ensued. Director Longville asked that staff consider when rate setting if there are any projects that have not been completed that need to be included under the Groundwater Enterprise. The Monthly Recharge Report was included on package page 55. This item was received and filed.

D. FUTURE AGENDA ITEMS AND STAFF TASKS

There were none discussed.

7. MONTHLY BOARD MEMBER MEETING REPORTS, AND/OR BOARD MEMBER COMMENTS

Vice President Corneille attended a meeting with Valley Municipal staff for agenda planning on the Advisory Commission on January 14. He attended the Redlands Chamber of Commerce meeting on January 8 and ARTP Policy Committee meeting on January 12.

Director Stewart made no report other than today's District Board meeting.

Director Longville met with the General Manager to assist with legislative issues on January 11.

President McDonald attended the Valley Municipal Engineering Workshop on January 12, Valley Municipal Resources Workshop on January 7 and attend the Valley Municipal Board meeting on January 5. She attended the Valley Municipal Policy Workshop on December 10.

Director Ralley attended the Valley Municipal Engineering Workshop on January 12, Valley Municipal Resources Workshop on January 7 and Valley Municipal Board meeting on January 5.

8. UPCOMING MEETINGS

There were none discussed.

9. CLOSED SESSION

It was moved by Vice President Corneille and seconded by Director Longville to adjourn to Closed Session. The motion carried with all directors present voting in the affirmative.

**President McDonald: Yes
Vice President Corneille: Yes
Director Longville: Yes
Director Raley: Yes
Director Stewart: Yes**

General Counsel announced that the meeting would adjourn to Closed Session under item number four on the published agenda.

At 3:53 p.m., the meeting reconvened into Open Session. Mr. Cosgrove noted while in Closed Session under Government Code section 54954.8 that there was no reportable action.

10. ADJOURN MEETING

It was moved by Director Longville and seconded by Vice President Corneille to adjourn. The motion carried 5-0 with all Directors present voting in the affirmative.

**President McDonald: Yes
Vice President Corneille: Yes
Director Longville: Yes
Director Raley: Yes
Director Stewart: Yes**

At 3:55 p.m., the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on February 10, 2021, via Zoom.

Daniel B. Cozad
General Manager

San Bernardino Valley Water Conservation District
Expenditure Report
January 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
PC 01.13.21	01/13/2021	Paychex	1012 · Citizens Busine...		-312.86
			6042 · Payroll Processing	4-General Fund Ent.	312.86
TOTAL					312.86
PC 01.27.21	01/27/2021	Paychex	1012 · Citizens Busine...		-107.86
			6042 · Payroll Processing	4-General Fund Ent.	107.86
TOTAL					107.86
22703	01/05/2021	Angela Frame	1012 · Citizens Busine...		-80.00
	01/05/2021		5120 · Misc. Profession...	4-General Fund Ent.	24.00
			5120 · Misc. Profession...	1-Groundwater Ent.	16.80
			5120 · Misc. Profession...	3-Land Resources	39.20
TOTAL					80.00
22704	01/05/2021	Aaron Pederson	1012 · Citizens Busine...		-35.00
	01/02/2021		6018 · Janitorial Services	4-General Fund Ent.	35.00
TOTAL					35.00
22705	01/05/2021	Assoc. San Bernardino...	1012 · Citizens Busine...		-150.00
	12/29/2020		6093 · Memberships	4-General Fund Ent.	150.00
TOTAL					150.00
22706	01/05/2021	Edison - 8812	1012 · Citizens Busine...		-88.30
	01/02/2021		5420 · Electricity	4-General Fund Ent.	24.72
			5420 · Electricity	1-Groundwater Ent.	17.66
			5420 · Electricity	2-Redlands Plaza/...	45.92
TOTAL					88.30
22707	01/05/2021	Edison - Redlands Plaza	1012 · Citizens Busine...		-220.25
	01/02/2021		6026 · Redlands Plaza ...	2-Redlands Plaza/...	220.25
TOTAL					220.25
22708	01/05/2021	Frontier-7275	1012 · Citizens Busine...		-155.69
	12/19/2020		5440 · Telephone	4-General Fund Ent.	56.49
			5440 · Telephone	1-Groundwater Ent.	24.21
			5470 · Internet Services	4-General Fund Ent.	37.50
			5470 · Internet Services	1-Groundwater Ent.	22.50
			5470 · Internet Services	2-Redlands Plaza/...	3.75
			5470 · Internet Services	3-Land Resources	11.24
TOTAL					155.69
22709	01/05/2021	JAN-PRO Cleaning Sys...	1012 · Citizens Busine...		-700.00
	01/01/2021		6018 · Janitorial Services	4-General Fund Ent.	700.00
TOTAL					700.00

San Bernardino Valley Water Conservation District
Expenditure Report
January 2021

Num	Date	Name	Account	Class	Original Amount
22710	01/05/2021	Katelyn Scholte	1012 · Citizens Busine...		-75.00
	12/31/2020		6001 · General Adminis...	4-General Fund Ent.	37.50
			6001 · General Adminis...	1-Groundwater Ent.	37.50
TOTAL					75.00
22711	01/05/2021	Lowe's Companies, Inc.	1012 · Citizens Busine...		-33.74
	12/25/2020		5210 · Equipment Maint...	1-Groundwater Ent.	33.74
TOTAL					33.74
22712	01/05/2021	Netsteller	1012 · Citizens Busine...		-593.75
	01/01/2021		5160 · IT Support	4-General Fund Ent.	180.00
			5160 · IT Support	1-Groundwater Ent.	225.00
			5160 · IT Support	3-Land Resources	45.00
			6027 · Computer Softw...	4-General Fund Ent.	107.81
			6027 · Computer Softw...	1-Groundwater Ent.	7.19
			6027 · Computer Softw...	2-Redlands Plaza/...	14.38
			6027 · Computer Softw...	3-Land Resources	14.37
TOTAL					593.75
22713	01/05/2021	Panoramic	1012 · Citizens Busine...		-1,600.00
	12/10/2020		5120 · Misc. Profession...	4-General Fund Ent.	480.00
			5120 · Misc. Profession...	1-Groundwater Ent.	336.00
			5120 · Misc. Profession...	3-Land Resources	784.00
TOTAL					1,600.00
22714	01/05/2021	Quill Corporation	1012 · Citizens Busine...		-220.90
	12/19/2020		6030 · Office Supplies	4-General Fund Ent.	176.72
			6030 · Office Supplies	1-Groundwater Ent.	11.04
			6030 · Office Supplies	2-Redlands Plaza/...	22.10
			6030 · Office Supplies	3-Land Resources	11.04
TOTAL					220.90
22715	01/05/2021	San Bernardino Valley ...	1012 · Citizens Busine...		-5,838.82
	12/29/2020		5120 · Misc. Profession...	4-General Fund Ent.	1,751.65
			5120 · Misc. Profession...	1-Groundwater Ent.	1,226.15
			5120 · Misc. Profession...	3-Land Resources	2,861.02
TOTAL					5,838.82
22716	01/05/2021	State Water Resources ...	1012 · Citizens Busine...		-510.00
	12/22/2020		6006 · Permits	3-Land Resources	510.00
TOTAL					510.00
22717	01/05/2021	WEX Bank-Valero	1012 · Citizens Busine...		-712.76
	12/23/2020		5320 · Fuel	1-Groundwater Ent.	712.76
TOTAL					712.76

San Bernardino Valley Water Conservation District
Expenditure Report
January 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
22718	01/20/2021	ACWA JPIA - Workers ...	1012 · Citizens Busine...		-3,402.94
	01/11/2021		6120 · Workers' Comp. ...	4-General Fund Ent.	442.38
			6120 · Workers' Comp. ...	1-Groundwater Ent.	1,531.32
			6120 · Workers' Comp. ...	2-Redlands Plaza/...	136.12
			6120 · Workers' Comp. ...	3-Land Resources	340.29
			6120 · Workers' Comp. ...	5-Wash Plan	714.62
			6120 · Workers' Comp. ...	6-Active Recharge ...	238.21
TOTAL					3,402.94
22719	01/20/2021	ACWA/JPIA-Health	1012 · Citizens Busine...		-19,096.80
	01/07/2021		6110 · Vision Insurance	4-General Fund Ent.	27.68
			6110 · Vision Insurance	1-Groundwater Ent.	95.82
			6110 · Vision Insurance	2-Redlands Plaza/...	8.52
			6110 · Vision Insurance	3-Land Resources	21.29
			6110 · Vision Insurance	5-Wash Plan	44.72
			6110 · Vision Insurance	6-Active Recharge ...	14.91
			6130 · Dental Insurance	4-General Fund Ent.	108.49
			6130 · Dental Insurance	1-Groundwater Ent.	375.55
			6130 · Dental Insurance	2-Redlands Plaza/...	33.38
			6130 · Dental Insurance	3-Land Resources	83.46
			6130 · Dental Insurance	5-Wash Plan	58.42
			6130 · Dental Insurance	6-Active Recharge ...	175.26
			6150 · Medical Insurance	4-General Fund Ent.	2,346.41
			6150 · Medical Insurance	1-Groundwater Ent.	8,122.19
			6150 · Medical Insurance	2-Redlands Plaza/...	721.97
			6150 · Medical Insurance	3-Land Resources	1,804.93
			6150 · Medical Insurance	5-Wash Plan	1,263.45
			6150 · Medical Insurance	6-Active Recharge ...	3,790.35
TOTAL					19,096.80
22720	01/20/2021	American Power Security	1012 · Citizens Busine...		-720.00
	12/31/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	720.00
TOTAL					720.00
22721	01/20/2021	Brownstein Hyatt Farbe...	1012 · Citizens Busine...		-15,375.00
	01/07/2021		5122 · Wash Plan Profe...	5-Wash Plan	15,375.00
TOTAL					15,375.00
22722	01/20/2021	Castro Landscaping Se...	1012 · Citizens Busine...		-250.00
	12/30/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	250.00
TOTAL					250.00
22723	01/20/2021	Day Lite Maintenance, I...	1012 · Citizens Busine...		-266.31
	01/01/2021		6026 · Redlands Plaza ...	2-Redlands Plaza/...	156.00
	01/13/2021		6026 · Redlands Plaza ...	2-Redlands Plaza/...	110.31
TOTAL					266.31

San Bernardino Valley Water Conservation District
Expenditure Report
January 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
22724	01/20/2021	Diamond Environmenta...	1012 · Citizens Busine...		-85.00
	01/04/2021		5460 · Water / Trash / S...	4-General Fund Ent.	42.50
			5460 · Water / Trash / S...	1-Groundwater Ent.	34.00
			5460 · Water / Trash / S...	3-Land Resources	8.50
TOTAL					85.00
22725	01/20/2021	Edison - 5552	1012 · Citizens Busine...		-225.39
	01/12/2021		5420 · Electricity	4-General Fund Ent.	63.11
			5420 · Electricity	1-Groundwater Ent.	45.08
			5420 · Electricity	2-Redlands Plaza/...	117.20
TOTAL					225.39
22726	01/20/2021	Edison - 7241	1012 · Citizens Busine...		-48.74
	01/13/2021		5420 · Electricity	4-General Fund Ent.	13.65
			5420 · Electricity	1-Groundwater Ent.	9.75
			5420 · Electricity	2-Redlands Plaza/...	25.34
TOTAL					48.74
22727	01/20/2021	Empire Disposal	1012 · Citizens Busine...		-171.67
	12/31/2020		5460 · Water / Trash / S...	4-General Fund Ent.	85.83
			5460 · Water / Trash / S...	1-Groundwater Ent.	68.67
			5460 · Water / Trash / S...	3-Land Resources	17.17
TOTAL					171.67
22728	01/20/2021	Frontier-4860	1012 · Citizens Busine...		-354.88
	12/28/2020		5440 · Telephone	4-General Fund Ent.	181.93
			5440 · Telephone	1-Groundwater Ent.	77.97
			5470 · Internet Services	4-General Fund Ent.	47.49
			5470 · Internet Services	1-Groundwater Ent.	28.49
			5470 · Internet Services	2-Redlands Plaza/...	4.75
			5470 · Internet Services	3-Land Resources	14.25
TOTAL					354.88
22729	01/20/2021	HCC Surety Group	1012 · Citizens Busine...		-1,815.00
	01/11/2021		6010 · Surety Bond	3-Land Resources	1,815.00
TOTAL					1,815.00
22730	01/20/2021	Home Depot Credit Ser...	1012 · Citizens Busine...		-101.87
	12/28/2020		5210 · Equipment Maint...	1-Groundwater Ent.	101.87
TOTAL					101.87
22731	01/20/2021	ICF Jones & Stokes, Inc	1012 · Citizens Busine...		-462.50
	12/23/2020		5122 · Wash Plan Profe...	5-Wash Plan	462.50
TOTAL					462.50

San Bernardino Valley Water Conservation District
Expenditure Report
January 2021

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
22732	01/20/2021	Image Source	1012 · Citizens Busine...		-94.26
	01/13/2021		6033 · Office Equipmen...	4-General Fund Ent.	70.70
			6033 · Office Equipmen...	1-Groundwater Ent.	4.71
			6033 · Office Equipmen...	2-Redlands Plaza/...	14.14
			6033 · Office Equipmen...	3-Land Resources	4.71
TOTAL					94.26
22733	01/20/2021	Manuel Colunga	1012 · Citizens Busine...		-75.00
	01/06/2021		6001 · General Adminis...	4-General Fund Ent.	37.50
			6001 · General Adminis...	1-Groundwater Ent.	37.50
TOTAL					75.00
22734	01/20/2021	O'Reilly	1012 · Citizens Busine...		-6.35
	01/14/2021		5310 · Vehicle Mainten...	1-Groundwater Ent.	6.35
TOTAL					6.35
22735	01/20/2021	On Point Land Surveyi...	1012 · Citizens Busine...		-2,220.00
	10/31/2020		5130 · Aerial Photograp...	3-Land Resources	2,220.00
TOTAL					2,220.00
22736	01/20/2021	ReadyRefresh by Nestle	1012 · Citizens Busine...		-109.59
	01/13/2021		5460 · Water / Trash / S...	4-General Fund Ent.	54.79
			5460 · Water / Trash / S...	1-Groundwater Ent.	43.84
			5460 · Water / Trash / S...	3-Land Resources	10.96
TOTAL					109.59
22737	01/20/2021	SB County Fire Dept C...	1012 · Citizens Busine...		-209.61
	01/06/2021		5225 · Field Clean Up-II...	1-Groundwater Ent.	125.77
			5225 · Field Clean Up-II...	3-Land Resources	83.84
TOTAL					209.61
22738	01/20/2021	Secretary of State	1012 · Citizens Busine...		-100.00
	01/11/2021		6001 · General Adminis...	4-General Fund Ent.	50.00
			6001 · General Adminis...	1-Groundwater Ent.	50.00
TOTAL					100.00
22739	01/20/2021	Terminix	1012 · Citizens Busine...		-81.00
	12/16/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	81.00
TOTAL					81.00
22740	01/20/2021	That's Great News	1012 · Citizens Busine...		-387.40
	12/30/2020		6001 · General Adminis...	4-General Fund Ent.	193.70
			6001 · General Adminis...	1-Groundwater Ent.	193.70
TOTAL					387.40

San Bernardino Valley Water Conservation District
Expenditure Report
January 2021

Num	Date	Name	Account	Class	Original Amount
22741	01/20/2021	The Alarm and Sprinkle...	1012 · Citizens Busine...		-1,145.00
	11/30/2020		6016 · Redlands Plaza ...	2-Redlands Plaza/...	1,145.00
TOTAL					1,145.00
22742	01/20/2021	The Gas Company	1012 · Citizens Busine...		-202.17
	01/14/2021		5450 · Natural Gas	4-General Fund Ent.	121.30
			5450 · Natural Gas	1-Groundwater Ent.	80.87
TOTAL					202.17
22743	01/20/2021	U.S. Bank Equipment F...	1012 · Citizens Busine...		-367.38
	01/05/2021		6033 · Office Equipmen...	4-General Fund Ent.	275.53
			6033 · Office Equipmen...	1-Groundwater Ent.	18.37
			6033 · Office Equipmen...	2-Redlands Plaza/...	55.11
			6033 · Office Equipmen...	3-Land Resources	18.37
TOTAL					367.38
22744	01/20/2021	WEX Bank-Shell	1012 · Citizens Busine...		-314.09
	01/06/2021		5320 · Fuel	1-Groundwater Ent.	314.09
TOTAL					314.09
22745	01/20/2021	Wilbur's	1012 · Citizens Busine...		-283.13
	12/30/2020		5210 · Equipment Maint...	1-Groundwater Ent.	283.13
TOTAL					283.13
100265N	01/19/2021	PERS	1012 · Citizens Busine...		-9,558.77
			6170 · PERS Retirement	4-General Fund Ent.	1,242.64
			6170 · PERS Retirement	1-Groundwater Ent.	4,301.45
			6170 · PERS Retirement	2-Redlands Plaza/...	382.35
			6170 · PERS Retirement	3-Land Resources	955.88
			6170 · PERS Retirement	5-Wash Plan	2,007.34
			6170 · PERS Retirement	6-Active Recharge ...	669.11
TOTAL					9,558.77
100266N	01/20/2021	PERS	1012 · Citizens Busine...		-7,561.92
			6170 · PERS Retirement	4-General Fund Ent.	983.06
			6170 · PERS Retirement	1-Groundwater Ent.	3,402.86
			6170 · PERS Retirement	2-Redlands Plaza/...	302.48
			6170 · PERS Retirement	3-Land Resources	756.19
			6170 · PERS Retirement	5-Wash Plan	529.33
			6170 · PERS Retirement	6-Active Recharge ...	1,588.00
TOTAL					7,561.92

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report
January 2021

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
1/13/2021	Corneille, R	Dec-20	\$ 2,310.00	\$ 280.10	\$ 2,029.90
1/27/2021	McDonald, M	Jan-21	\$ 1,386.00	\$ 122.66	\$ 1,263.34
1/27/2021	Stewart, R	Aug-Dec 20	\$ 2,079.00	\$ 393.55	\$ 1,685.45



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1759

To: Board of Directors
From: General Manager, Daniel Cozad
Date: February 10, 2021
Subject: Unaudited Financial Reports, January 2021

RECOMMENDATION

Review and approve the unaudited financials for January 2021.

BACKGROUND

Each month staff presents the unaudited financials for the District. The reports submitted with this Board Letter are through January 31, 2021.

DISCUSSION

City of Riverside and two other producers have reported their groundwater production and payment of \$192,885.62 and \$8,437.14, respectively. Payments for all three are expected in February. Of the remaining unpaid producers, late groundwater production statements have been sent out, and the estimated revenue from these producers is just under \$20,000. Staff anticipates investment income will be well below budget at yearend due to the COVID pandemic effects on fixed investment yields. Wash Plan revenue is a District loan that includes expenses to complete the Wash Plan and State permitting costs to be reimbursed by Wash Plan participants. Mining income is expected to exceed its budget due to market sales. Payment is still forthcoming from DWR for the Plunge Creek project by fiscal yearend. The expenses for this year are as anticipated in the budget.

FISCAL IMPACT

There is no fiscal impact from reporting the financial status of the District.

POTENTIAL MOTIONS

1. Move approval of the Unaudited Financials for January 2021 as presented.
2. Move to request this item be tabled and referred to Finance & Administration Committee for reconsideration of specific issues discussed.

ATTACHMENTS OR MATERIALS

Graph Financials for January 2021
Profit & Loss to Date vs. Annual Budget

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

**BOARD OF
DIRECTORS**

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

**GENERAL
MANAGER**

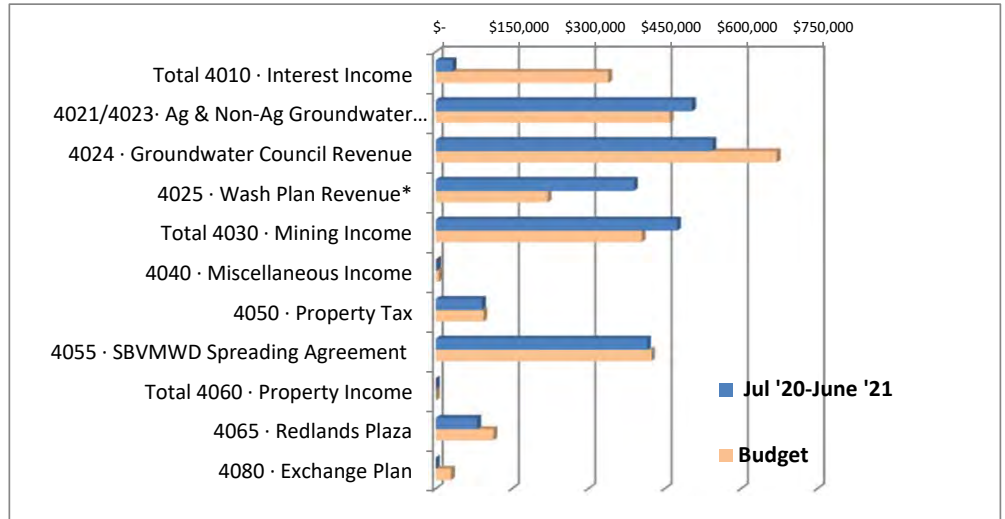
Daniel B. Cozad

SBVWCD - All Enterprises Budget and Actual

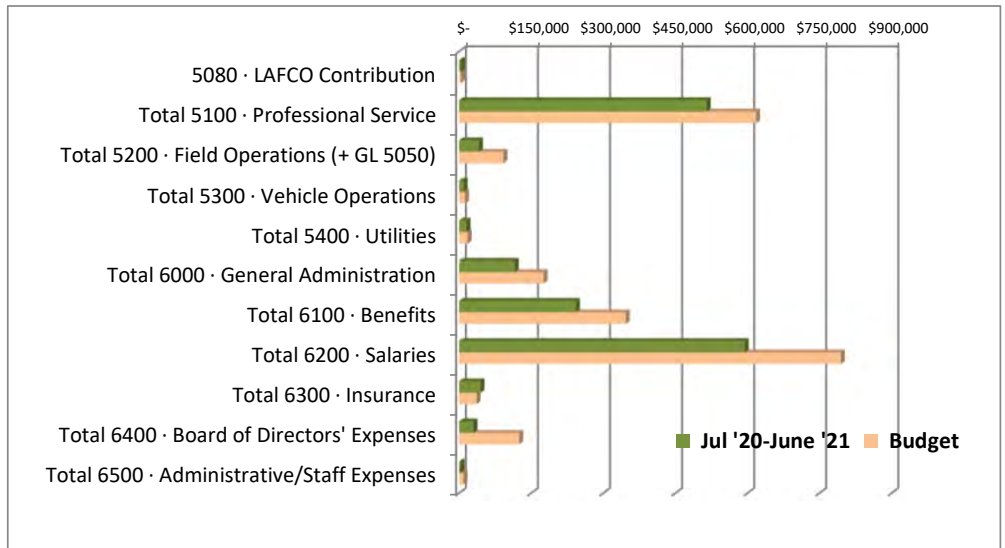
January 2021

REVENUE	Jul '20-June '21	Budget
Total 4010 · Interest Income	\$ 33,035	\$ 339,075
4021/4023· Ag & Non-Ag Groundwater Charge	\$ 503,914	\$ 459,722
4024 · Groundwater Council Revenue	\$ 543,684	\$ 670,000
4025 · Wash Plan Revenue*	\$ 389,295	\$ 220,000
Total 4030 · Mining Income	\$ 474,052	\$ 404,833
4040 · Miscellaneous Income	\$ 2,406	\$ 5,833
4050 · Property Tax	\$ 90,668	\$ 93,442
4055 · SBVMWD Spreading Agreement	\$ 415,203	\$ 423,344
Total 4060 · Property Income	\$ 100	\$ 100
4065 · Redlands Plaza	\$ 81,239	\$ 112,959
4080 · Exchange Plan	\$ -	\$ 30,000
Total Revenue	\$ 2,533,596	\$ 2,759,309

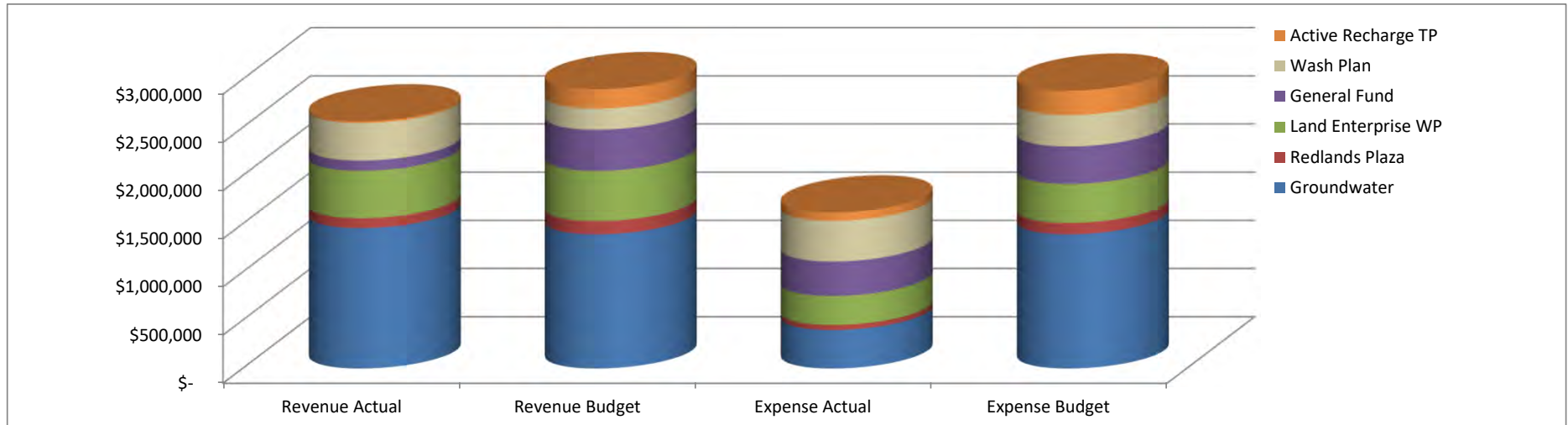
*District loans to the WP



EXPENSES Operating and Capital	Jul '20-June '21	Budget
5080 · LAFCO Contribution	\$ 4,282	\$ 4,000
Total 5100 · Professional Service	\$ 515,501	\$ 618,528
Total 5200 · Field Operations (+ GL 5050)	\$ 41,779	\$ 92,491
Total 5300 · Vehicle Operations	\$ 9,881	\$ 12,686
Total 5400 · Utilities	\$ 15,744	\$ 18,122
Total 6000 · General Administration	\$ 116,191	\$ 176,062
Total 6100 · Benefits	\$ 243,447	\$ 347,208
Total 6200 · Salaries	\$ 594,607	\$ 794,753
Total 6300 · Insurance	\$ 44,961	\$ 36,700
Total 6400 · Board of Directors' Expenses	\$ 30,204	\$ 125,044
Total 6500 · Administrative/Staff Expenses	\$ 3,448	\$ 9,527
Total Expense	\$ 1,620,044	\$ 2,235,121



Enterprises to Date (January 2021)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 1,457,347	\$ 1,392,561	105%
Groundwater Expense	\$ 399,410	\$ 764,602	52%
Revenue -Expense	\$ 1,057,936	\$ 627,960	
Redlands Plaza Revenue	\$ 102,236	\$ 136,696	75%
Redlands Plaza Expense	\$ 52,535	\$ 117,952	45%
Revenue -Expense	\$ 49,700	\$ 18,744	
Land Enterprise Revenue	\$ 493,055	\$ 522,792	94%
Land Enterprise Expense	\$ 301,547	\$ 405,480	74%
Revenue -Expense	\$ 191,509	\$ 117,312	
General Fund Revenue *	\$ 105,926	\$ 426,585	25%
General Fund Expense	\$ 356,830	\$ 388,164	92%
Revenue -Expense	\$ (250,904)	\$ 38,420	
Wash Plan Revenue	\$ 389,295	\$ 220,000	177%
Wash Plan Expense	\$ 423,699	\$ 326,808	130%
Revenue-Expense	(34,404)	(106,808)	
Active Recharge TP Revenue	\$ 17,828	\$ 200,813	9%
Active Recharge TP Expense	\$ 86,023	\$ 253,116	34%
Revenue-Expense	\$ (68,195)	\$ (52,303)	
Total All Revenue - Expense	\$ 945,643	\$ 643,325	

Cash Status	As of 7/1/2020	As of 01/31/21
LAIF	\$ 128,186.22	\$ 430,153.54
Cal Trust	\$ 3,213,064.41	\$ 3,218,802.63
Citizens Bank	\$ 904,498.58	\$ 1,515,589.53
UBS Financial Services	\$ 1,925,315.82	\$ 1,004,670.53
US Bank-CAMP	\$ 18,725,746.48	\$ 18,749,516.91
Total Cash	\$ 24,896,811.51	\$ 24,918,733.14
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less ARTP obligation	\$ (18,437,500.00)	\$ (18,494,481.70)
Cash Position	\$ 1,459,311.51	\$ 1,424,251.44

Increase (decrease) of -\$35,060.07
 Percent Increase -2.4%

* General Fund Revenue shown here does not include overhead

San Bernardino Valley Water Conservation District
Profit & Loss To Date vs. Annual Budget

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 · Interest Income				
4012 · LAIF	1,534.81	2,400.00	-865.19	63.95%
4013 · Caltrust Investment Income	5,738.22	79,822.43	-74,084.21	7.19%
4014 · CalCredit Union Interest Income	0.00	3,672.00	-3,672.00	0.0%
4015 · UBS Interest Income	1,991.92	36,720.00	-34,728.08	5.43%
4016 · Interest Income ARTP	23,770.43	459,000.00	-435,229.57	5.18%
Total 4010 · Interest Income	33,035.38	581,614.43	-548,579.05	5.68%
4020 · Groundwater Charge				
4021 · Assessments - Ag	112,930.84	128,045.00	-15,114.16	88.2%
4023 · Assessments - Non-Ag	390,982.79	331,676.79	59,306.00	117.88%
4024 · Groundwater Council Revenue	543,684.00	670,000.00	-126,316.00	81.15%
Total 4020 · Groundwater Charge	1,047,597.63	1,129,721.79	-82,124.16	92.73%
4025 · Wash Plan Revenue	389,294.66	220,000.00	169,294.66	176.95%
4030 · Mining Income				
4031 · Plant Site - CEMEX	20,000.00	48,000.00	-28,000.00	41.67%
4032 · Cemex - Royalty / Lease	427,387.02	586,000.00	-158,612.98	72.93%
4036 · Aggregate Maintenance	26,665.18	60,000.00	-33,334.82	44.44%
Total 4030 · Mining Income	474,052.20	694,000.00	-219,947.80	68.31%
4040 · Miscellaneous Income				
4041 · Reimbursed Expenses	955.93	0.00	955.93	100.0%
4040 · Miscellaneous Income - Other	1,450.00	10,000.00	-8,550.00	14.5%
Total 4040 · Miscellaneous Income	2,405.93	10,000.00	-7,594.07	24.06%
4050 · Property Tax	90,668.26	124,588.24	-33,919.98	72.77%
4055 · SBVMWD Spreading Agreement Reim	415,202.87	423,344.11	-8,141.24	98.08%
4060 · Property Income				
4062 · Mentone Property	100.00	100.00	0.00	100.0%
Total 4060 · Property Income	100.00	100.00	0.00	100.0%
4065 · Redlands Plaza	81,238.58	193,643.56	-112,404.98	41.95%
4066 · Redlands Plaza CAM	20,713.26	40,520.36	-19,807.10	51.12%
4080 · Exchange Plan	0.00	30,000.00	-30,000.00	0.0%
4086 · Plunge Creek IRWMP	11,378.12	200,000.00	-188,621.88	5.69%
4998 · Rate Stabilization From Reserve	0.00	0.00	0.00	0.0%
4999 · Trust Reimbursement-Wash Plan	0.00	142,500.00	-142,500.00	0.0%
Total Income	2,565,686.89	3,790,032.49	-1,224,345.60	67.7%
Gross Profit	2,565,686.89	3,790,032.49	-1,224,345.60	67.7%
Expense				
5040 · Regional Programs				
5080 · LAFCO Contribution	4,281.93	4,000.00	281.93	107.05%
Total 5040 · Regional Programs	4,281.93	4,000.00	281.93	107.05%
5050 · Basin Cleaning	35,742.50	50,000.00	-14,257.50	71.49%
5100 · Professional Service				
5120 · Misc. Professional Services	53,284.63	130,000.00	-76,715.37	40.99%
5122 · Wash Plan Professional Services	225,523.50	245,000.00	-19,476.50	92.05%
5123 · Habitat Management-WP	0.00	142,500.00	-142,500.00	0.0%
5124 · Plunge Creek Prof Services	118,886.99	150,000.00	-31,113.01	79.26%
5125 · Engineering Services	0.00	18,000.00	-18,000.00	0.0%
5130 · Aerial Photography & Surveying	2,220.00	1,000.00	1,220.00	222.0%
5155 · WP Trails Professional Services	0.00	25,000.00	-25,000.00	0.0%
5160 · IT Support	4,695.00	7,210.00	-2,515.00	65.12%
5170 · Audit	23,840.00	26,155.00	-2,315.00	91.15%
5175 · Legal - Wash Plan	60,880.63	20,000.00	40,880.63	304.4%
5180 · Legal	26,170.61	175,000.00	-148,829.39	14.96%
Total 5100 · Professional Service	515,501.36	939,865.00	-424,363.64	54.85%
5133 · Regional River HCP Contribution	0.00	25,000.00	-25,000.00	0.0%
5200 · Field Operations				
5210 · Equipment Maintenance	4,701.57	6,556.36	-1,854.79	71.71%
5215 · Property Maintenance	1,125.65	42,000.00	-40,874.35	2.68%
5225 · Field Clean Up-Illegal dumping	209.61	60,000.00	-59,790.39	0.35%
5230 · Field Tools	0.00			
Total 5200 · Field Operations	6,036.83	108,556.36	-102,519.53	5.56%
5223 · Temp. Field Labor	0.00	11,000.00	-11,000.00	0.0%
5300 · Vehicle Operations				
5310 · Vehicle Maintenance	1,724.01	8,000.00	-6,275.99	21.55%
5320 · Fuel	8,156.93	13,750.00	-5,593.07	59.32%
Total 5300 · Vehicle Operations	9,880.94	21,750.00	-11,869.06	45.43%

San Bernardino Valley Water Conservation District
Profit & Loss To Date vs. Annual Budget

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
5400 · Utilities				
5410 · Alarm Service	847.75	1,500.00	-652.25	56.52%
5420 · Electricity	3,964.06	10,000.34	-6,036.28	39.64%
5430 · Mobile Phone	3,037.51	5,265.00	-2,227.49	57.69%
5440 · Telephone	3,595.05	8,000.00	-4,404.95	44.94%
5450 · Natural Gas	302.95	1,134.58	-831.63	26.7%
5460 · Water / Trash / Sewer	2,412.15	2,438.00	-25.85	98.94%
5470 · Internet Services	1,584.83	2,731.82	-1,146.99	58.01%
Total 5400 · Utilities	15,744.30	31,069.74	-15,325.44	50.67%
6000 · General Administration				
6001 · General Administration - Other	1,601.53	4,500.00	-2,898.47	35.59%
6002 · Website Administration	2,722.94	6,000.00	-3,277.06	45.38%
6003 · Property Tax	0.00	0.00	0.00	0.0%
6004 · Meeting Expenses	212.31	2,060.00	-1,847.69	10.31%
6006 · Permits	560.00	10,000.00	-9,440.00	5.6%
6007 · Inter District Costs	0.00	10,000.00	-10,000.00	0.0%
6009 · Licenses	1,650.20	1,630.53	19.67	101.21%
6010 · Surety Bond	3,025.00	1,900.00	1,125.00	159.21%
6012 · Office Maintenance	68.32	3,275.40	-3,207.08	2.09%
6013 · Office Lease Payment	40,000.00	60,000.00	-20,000.00	66.67%
6015 · Mentone House Maintenance	437.38	5,000.00	-4,562.62	8.75%
6016 · Redlands Plaza Maintenance	1,145.00	40,000.00	-38,855.00	2.86%
6018 · Janitorial Services	5,110.00	9,108.89	-3,998.89	56.1%
6019 · Janitorial Supplies	105.63	515.00	-409.37	20.51%
6020 · Vacancy Marketing-Redlands Plaz	0.00	1,500.00	-1,500.00	0.0%
6026 · Redlands Plaza CAM expenses	16,332.95	32,290.50	-15,957.55	50.58%
6027 · Computer Software	769.57	600.00	169.57	128.26%
6030 · Office Supplies	1,206.17	3,750.67	-2,544.50	32.16%
6033 · Office Equipment Rental	4,336.61	9,500.00	-5,163.39	45.65%
6036 · Printing	1,568.84	1,100.00	468.84	142.62%
6039 · Postage and Overnight Delivery	485.62	1,200.00	-714.38	40.47%
6042 · Payroll Processing	1,737.75	2,775.85	-1,038.10	62.6%
6045 · Bank Service Charges	164.91	1,575.00	-1,410.09	10.47%
6051 · Uniforms	1,139.41	2,750.00	-1,610.59	41.43%
6060 · Outreach	2,440.00	60,000.00	-57,560.00	4.07%
6087 · Educational Reimbursement	0.00	5,000.00	-5,000.00	0.0%
6090 · Subscriptions/Publications	1,297.81	1,232.00	65.81	105.34%
6091 · Public Notices	0.00	3,200.00	-3,200.00	0.0%
6093 · Memberships	28,072.83	22,042.80	6,030.03	127.36%
Total 6000 · General Administration	116,190.78	302,506.64	-186,315.86	38.41%
6100 · Benefits				
6110 · Vision Insurance	1,490.58	3,090.02	-1,599.44	48.24%
6120 · Workers' Comp. Insurance	7,308.97	19,834.77	-12,525.80	36.85%
6130 · Dental Insurance	5,670.12	13,265.60	-7,595.48	42.74%
6150 · Medical Insurance				
6150.01 · Medical Employee Contribution	-17,226.06	-28,597.42	11,371.36	60.24%
6150 · Medical Insurance - Other	123,548.69	256,353.45	-132,804.76	48.2%
Total 6150 · Medical Insurance	106,322.63	227,756.03	-121,433.40	46.68%
6160 · Payroll Taxes-Employer	34,721.95	97,451.74	-62,729.79	35.63%
6170 · PERS Retirement				
6170.01 · PERS Employee Contributions	-61,362.74	-44,054.08	-17,308.66	139.29%
6170 · PERS Retirement - Other	149,295.17	280,127.11	-130,831.94	53.3%
Total 6170 · PERS Retirement	87,932.43	236,073.03	-148,140.60	37.25%
Total 6100 · Benefits	243,446.68	597,471.19	-354,024.51	40.75%
6200 · Salaries				
6230 · Regular Salaries	594,606.55	1,362,433.86	-767,827.31	43.64%
6200 · Salaries - Other	0.00	0.00	0.00	0.0%
Total 6200 · Salaries	594,606.55	1,362,433.86	-767,827.31	43.64%
6300 · Insurance				
6310 · Property/ Auto Insurance	4,209.65	4,400.00	-190.35	95.67%
6320 · General Liability Insurance	40,751.21	32,300.00	8,451.21	126.17%
Total 6300 · Insurance	44,960.86	36,700.00	8,260.86	122.51%
6400 · Board of Directors' Expenses				
6401 · Directors' Fees				
6401.5 · Payroll Taxes-Directors	3,567.61	0.00	3,567.61	100.0%
6401 · Directors' Fees - Other	25,635.82	94,861.31	-69,225.49	27.03%
Total 6401 · Directors' Fees	29,203.43	94,861.31	-65,657.88	30.79%

San Bernardino Valley Water Conservation District
Profit & Loss To Date vs. Annual Budget

	Jul '20 - Jan 21	Budget	\$ Over Budget	% of Budget
6410 · Mileage	0.00	4,000.00	-4,000.00	0.0%
6415 · Air Fare	0.00	2,500.00	-2,500.00	0.0%
6420 · Other Travel	0.00	500.00	-500.00	0.0%
6425 · Meals	9.10	3,500.00	-3,490.90	0.26%
To: 6430 · Lodging	0.00	4,000.00	-4,000.00	0.0%
6516435 · Conf/Seminar Registrations	991.00	5,000.00	-4,009.00	19.82%
6440 · Election Fees / Re-Districting	0.00	100,000.00	-100,000.00	0.0%
	<u>30,203.53</u>	<u>214,361.31</u>	<u>-184,157.78</u>	<u>14.09%</u>
6510 · Mileage	952.39	2,500.00	-1,547.61	38.1%
6515 · Air Fare	0.00	3,000.00	-3,000.00	0.0%
Total 16520 · Travel, Other (rental car, taxi	0.00	1,050.00	-1,050.00	0.0%
Net Ordir To: 6525 · Meals	46.40	2,035.00	-1,988.60	2.28%
Other Inc9916530 · Lodging	0.00	3,750.00	-3,750.00	0.0%
Other Ex16535 · Conf/Seminar Registrations	2,449.00	4,000.00	-1,551.00	61.23%
7000 · Construction	3,447.79	16,335.00	-12,887.21	21.11%
	0.00	444,000.00	-444,000.00	0.0%
	<u>1,620,044.05</u>	<u>4,165,049.10</u>	<u>-2,545,005.05</u>	<u>38.9%</u>
Total 7000 · Construction	945,642.84	-375,016.61	1,320,659.45	-252.16%
7117010 · Materials				
7055 · Plunge Creek Expansion	0.00	12,000.00	-12,000.00	0.0%
7110 · Property Capital Repairs	423,706.51	500,000.00	-76,293.49	84.74%
7120 · Property-Land Purchase	423,706.51	512,000.00	-88,293.49	82.76%
7126 · ARTP Engr/Prof Services				
7130 · Mentone Property (House)-CapRep	0.00	315,000.00	-315,000.00	0.0%
To: 7140 · Mentone Property (Shop)-CapRep	22,722.32	0.00	22,722.32	100.0%
7217150 · Mill Creek Diversion	0.00	500,000.00	-500,000.00	0.0%
7160 · Mendoza Property	0.00	25,000.00	-25,000.00	0.0%
	0.00	0.00	0.00	0.0%
	0.00	1,100,000.00	-1,100,000.00	0.0%
7210 · Computer Hardware-Capital Purch	0.00	467,000.00	-467,000.00	0.0%
To: 7220 · Computer Software	22,722.32	2,407,000.00	-2,384,277.68	0.94%
7417230 · Field Equipment / Vehicles				
7240 · Office Equipment	4,528.15	5,000.00	-471.85	90.56%
Total 7400 · Professional Services Capital	13,840.24	10,000.00	3,840.24	138.4%
Total Other Expense	40,895.56	72,500.00	-31,604.44	56.41%
Net Other: 7438 · Engineering Services-Other	0.00	1,500.00	-1,500.00	0.0%
Net Income	59,263.95	89,000.00	-29,736.05	66.59%
	0.00	125,000.00	-125,000.00	0.0%
	0.00	125,000.00	-125,000.00	0.0%
	<u>505,692.78</u>	<u>3,133,000.00</u>	<u>-2,627,307.22</u>	<u>16.14%</u>
	<u>-505,692.78</u>	<u>-3,133,000.00</u>	<u>2,627,307.22</u>	<u>16.14%</u>
	<u>439,950.06</u>	<u>-3,508,016.61</u>	<u>3,947,966.67</u>	<u>-12.54%</u>

SBVWCD Groundwater Assessment Re

GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
AHD Limited								
	3601632	2S3W05A02S	Clock Canyon/Marcum Well					
Arrowhead Country Club								
	3601925	1N4W23E	1	202.38	\$2,802.96	0.00	\$0.00	
					\$2,802.96		\$0.00	\$2,802.96
Calvary Chapel Packinghouse								
	3600449	01S03W20A	Bell Well					
	3603919		Calvary Well					
Cemex USA								
	3601420	1S3W09E02S	Alabama Street 2	0.00	\$0.00	74.10	\$1,026.29	
	3603653	1S3W10J2S	Orange Street	0.00	\$0.00	422.30	\$5,848.86	
					\$0.00		\$6,875.15	\$6,875.15
Crafton Water Company								
	3600313	1S2W29N1	Nye Well					
	3600530	1S2W30G2	King St #2					
	3600272	1S2W29N	Fifth Ave. 1					
	3602186	1S2W21L02S	Garnet/2 Zanja Well					
Cram Patterson Well Co.								
	3600188	1S2W16C	Cram-Patterson 2	161.20	\$2,232.62	0.00	\$0.00	

GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
					\$2,232.62		\$0.00	\$2,232.62
Doug Guyette								
	3600458	1N4W36M01S	PS & B2					
	3610007		Well 5					
DRC Industrial CBC 1, LP (So Cal Real Estate Serv								
	3601352	1S3W19N	Langford	0.00	\$0.00	36.70	\$508.30	
					\$0.00		\$508.30	\$508.30
Gage Canal Company								
	3600796	1S4W23A05S	51-1	100.00	\$1,385.00	221.00	\$3,060.85	
	3600789	1S4W23K01S	27-2	221.00	\$3,060.85	221.00	\$3,060.85	
	3602331	1S4W23G03S	66-1	1234.00	\$17,090.90	221.00	\$3,060.85	
	3600798	1S4W23G01S	Cowlane	0.00	\$0.00	0.00	\$0.00	
	3600790	1S4W23K02S	29-1	100.00	\$1,385.00	221.00	\$3,060.85	
	3603728	01S04W23A06S	Gage 98-1	1631.00	\$22,589.35	221.00	\$3,060.85	
	3600788	1S4W23H01S	27-1	6481.80	\$6,481.80	221.00	\$3,060.85	
	3600787	1S4W23A02S	26-1	689.00	\$9,542.65	221.00	\$3,060.85	
					\$61,535.55		\$21,425.95	\$82,961.50
George Everett								
	WP0003068		Everett Well	0.00	\$0.00	0.00	\$0.00	
					\$0.00		\$0.00	\$0.00
George Meadows								
	WP0002552	E085386	Meadows Well	0.00	\$0.00	0.00	\$0.00	
					\$0.00		\$0.00	\$0.00

GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
Gladysta Well & Water Company								
	3600182	1S3W20H02S		19.64	\$272.01	0.00	\$0.00	
					\$272.01		\$0.00	<u>\$272.01</u>
Greenspot Mutual Well Company								
	3600266	1S2W16C01S	Greenspot Mutual	104.00	\$1,440.40	0.00	\$0.00	
					\$1,440.40		\$0.00	<u>\$1,440.40</u>
Happe Mutual Well Company								
	3600238	1S2W29M01S	1					
Inland Valley Development Agency								
	0000091	1S4W12Q	Palm Meadows					
	0000089	1S4W12F	Local 5					
	0000087	1S4W12C	Local 3					
	0000086	1S4W12B	Local 2A					
Jack Dangermond								
	3602188	01S02W29K01	Rancho Ladera Roladera	0.00	\$0.00	0.00	\$0.00	
					\$0.00		\$0.00	<u>\$0.00</u>
Laranni Gunter Well								
	3600160	1S3W32G01S	Gunter					
Lucky Farms, Inc./Spring Pacific Properties								
	3603554	1S3W19A01S	California St.	0.00	\$0.00	0.00	\$0.00	
					\$0.00		\$0.00	<u>\$0.00</u>

GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
Meeks & Daley Water Co.								
	3601238	1S4W23C03S	Raub 4R	0.00	\$0.00	0.00	\$0.00	
	3601887	1S4W15L03S	Station 59	31.90	\$441.82	0.00	\$0.00	
	3603903	1S4W22H04S	Warren 1	0.00	\$0.00	341.90	\$4,735.32	
	3603215	1S4W15M11S	Station 91	24.60	\$340.71	0.00	\$0.00	
	3603905	1S4W14N115S	Raub 8	0.00	\$0.00	724.30	\$10,031.56	
	3602484	1S4W14N09S	Raub 5R	0.00	\$0.00	526.30	\$7,289.26	
	3602864	1S4W14N10S	Raub 6	0.00	\$0.00	629.50	\$8,718.58	
			Raub 7	0.00	\$0.00	640.00	\$8,864.00	
		01S04W22A01S	Warren 4R	0.00	\$0.00	717.10	\$9,931.84	
					\$782.53		\$49,570.56	\$50,353.09
Mentone Citrus Growers								
	3602280	1S2W18Q	2	406.80	\$5,634.18	0.00	\$0.00	
	3600139	1S2W18R01S	1 - PRH Ranch					
					\$5,634.18		\$0.00	\$5,634.18
Monte LLC (Dangermond)								
	3600493	01S03W29K	New Well	30.24	\$418.82	0.00	\$0.00	
					\$418.82		\$0.00	\$418.82
Montecito Memorial Park and Mortuary								
	3600119	1S4W26F01S	1					
	3603949	1S4W26F	2					
Mountain View Mortuary & Cemetery								
	3600743	1N4W26M	1	0.00	\$0.00	82.00	\$1,135.70	

GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
	3600742	1N4W26N	2	0.00	\$0.00	65.00	\$900.25	
					\$0.00		\$2,035.95	<u>\$2,035.95</u>

Mountainview Generating Station

3601015	1S3W18N02S	SB STMP2 67 (DW#1)
3603795	01S03W18N06S	Edison Mid Aquifer Well A
3603796	01S03W18N01S	Edison Mid Aquifer Well B
3601014	1S3W18N03S	SB STPM 66 (DW#2)

National Orange Show

3601924	1S4W15D	0.00	\$0.00	27.26	\$377.55	
			\$0.00		\$377.55	<u>\$377.55</u>

New England Water Co.

3602320	1S3W16L
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Patton State Hospital

3600924	1N3W29M01S	2
3602381	1N3W29M	14
3600931	1N3W29N01S	Patton 10

Pioneer Mutual Water Company

3600642	1S3W14P01S	San Bernardino 1	11.40	\$158.00	0.00	\$0.00	
				\$158.00		\$0.00	<u>\$158.00</u>

Piperhill Redlands LLC

3601126	1S2W30H	1
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GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
Ramirez, J.J. Citrus Mgmt								
	3600527	1S3W16A	Midas	0.00	\$0.00	0.00	\$0.00	
	3601728	1S3W30K	Frink 1	0.00	\$0.00	0.00	\$0.00	
	3601046	1S3W21A	1 Stowe	0.00	\$0.00	0.00	\$0.00	
	3600484	1S3W16F	Buckeye 2	0.00	\$0.00	0.00	\$0.00	
					\$0.00		\$0.00	\$0.00
Ramirez, Laura								
	3600415	01S03W29J01S	Pharoah Powell	110.32	\$1,527.93	0.00	\$0.00	
	3601649	1S3W28M	Hoover	0.00	\$0.00	0.00	\$0.00	
					\$1,527.93		\$0.00	\$1,527.93
Raught Mutual Well Company								
	3602193	1S3W14R01S	Raught					
Redland-Branson Development								
	3602917	1S3W33D01S	Stater Well					
Redlands Unified School District								
	3601641	1S2W30C01S	Opal St.	0.00	\$0.00	64.98	\$899.97	
					\$0.00		\$899.97	\$899.97
Redlands, City of								
	3602654	1S2W19J02S	Crafton	0.00	\$0.00	0.00	\$0.00	
	3601308	1S2W19K01S	Agate 1	0.00	\$0.00	0.00	\$0.00	
	3602792	1S2W19A01S	Agate 2	0.00	\$0.00	0.00	\$0.00	

GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
	3602895	1S3W13H02S	Airport 1	0.00	\$0.00	63.60	\$880.86	
	3603762	1S3W13M01S	Airport 2	0.00	\$0.00	1.60	\$22.16	
	3600055	1S3W31A06S	Bryn Mawr	0.00	\$0.00	0.00	\$0.00	
	3600054	1S3W31A03S	Bryn Mawr 2	0.00	\$0.00	0.00	\$0.00	
	3602792	01S02W19A01S	Agate #2 IRR.	0.00	\$0.00	0.00	\$0.00	
	3603656	1S3W14E01S	Church St	0.00	\$0.00	274.70	\$3,804.60	
	3601296	1S3W35H03S	16 IRR	0.00	\$0.00	0.00	\$0.00	
	3603761	01S03W18R	California St. IRR	0.00	\$0.00	79.10	\$1,095.54	
	3602109	1S3W31B01S	Bryn Mawr 4	0.00	\$0.00	0.00	\$0.00	
	3600053	1S3W31A02S	Bryn Mawr 1	0.00	\$0.00	0.00	\$0.00	
	3601301	1S3W28H01S	41	0.00	\$0.00	0.10	\$1.39	
	3603655	1S3W29Q01S	38	0.00	\$0.00	807.70	\$11,186.65	
	3602211	1S3W26C01S	37 Sylvyn	0.00	\$0.00	0.00	\$0.00	
	3601295	1S3W35H04S	14	0.00	\$0.00	0.00	\$0.00	
	3601298	1S3W21H01S	32	0.00	\$0.00	0.00	\$0.00	
	3602031	1S3W21H06S	30-A	0.00	\$0.00	444.90	\$6,161.87	
	3601294	1S3W35G09S	13	0.00	\$0.00	0.00	\$0.00	
	3602032	1S3W22A02S	35	0.00	\$0.00	0.00	\$0.00	
	3601283	1S2W22C02S	East Lugonia 2	0.00	\$0.00	0.00	\$0.00	
	3601284	1S2W21E01S	Maguet 2	0.00	\$0.00	135.80	\$1,880.83	
	3602036	1S3W21H07S	31-A	0.00	\$0.00	0.00	\$0.00	
	3601291	1S3W35G08S	10	0.00	\$0.00	0.00	\$0.00	
	3601292	1S3W35G07S	11 IRR	0.00	\$0.00	60.00	\$831.00	

GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
	3601299	1S4W24K01S	34	0.00	\$0.00	0.00	\$0.00	
	3602082	02S03W03K01S	36 (Irrigation)	0.00	\$0.00	56.90	\$788.07	
	3600019	1S3W23A05S	Rees Well 1	0.00	\$0.00	802.50	\$11,114.63	
	3602896	1S2W20D01S	Madeira	0.00	\$0.00	0.00	\$0.00	
	3601287	1S2W21B02S	East Lugonia 3	0.00	\$0.00	209.20	\$2,897.42	
	3601298	01S03W21H01S	Well #32 IRR	0.00	\$0.00	20.50	\$283.93	
	3600628	1S3W15G	Redlands Trap & Skeet	0.00	\$0.00	0.00	\$0.00	
	3600918	2S3W01E01S	Redlands Heights IRR	0.00	\$0.00	247.60	\$3,429.26	
	3601586	1S3W15F01S	Orange St.	0.00	\$0.00	858.20	\$11,886.07	
	3602346	1S3W28J02S	New York St. IRR	59.50	\$824.08	0.00	\$0.00	
	3603767	01S03W10K02S	N. Orange #2	0.00	\$0.00	1556.00	\$21,550.60	
	3600756	1S3W19L01S	Mission 1	0.00	\$0.00	0.00	\$0.00	
	3600749	1S3W13Q	Mentone Acres #2	0.00	\$0.00	169.10	\$2,342.04	
	3600748	1S3W24A01S	Mentone Acres #1					
	3601281	1S2W36F01S	Maguet 1	0.00	\$0.00	0.00	\$0.00	
	3602065	1S3W32J02S	Lee Well	0.00	\$0.00	0.00	\$0.00	
	3602791	1S2W20B01S	East Lugonia 4	0.00	\$0.00	0.00	\$0.00	
	3603766	01S03W10K01S	N. Orange #1	0.00	\$0.00	1753.00	\$24,279.05	
	3601290	1S2W21D01S	East Lugonia 6	0.00	\$0.00	237.30	\$3,286.61	
	3603760	1S3W29Q02S	Well #39	0.00	\$0.00	655.10	\$9,073.14	
					\$824.08		\$116,795.72	\$117,619.80
Riverside, City of								
	3602771	1S4W27A11S	Hunt 6	0.00	\$0.00	0.00	\$0.00	

GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
	3302794	1S4W02Q11S	Garner 7	0.00	\$0.00	905.87	\$12,546.30	
	3601228	1S4W11D02S	Cooley H	0.00	\$0.00	480.75	\$6,658.39	
	3601229	1S4W11D03S	Cooley I	0.00	\$0.00	928.19	\$12,855.43	
	3602778	1S4W14N10S	Raub 6	0.00	\$0.00	592.52	\$8,206.40	
	3603555	1S4W14N10S	Raub 8	0.00	\$0.00	762.39	\$10,559.10	
	3601470	1S4W22B07S	Thorn 12	0.00	\$0.00	1228.79	\$17,018.74	
	3602773	1S4W27A10S	Hunt 11	0.00	\$0.00	0.00	\$0.00	
	3601431	1S4W27H01S	Stewart 20	0.00	\$0.00	0.00	\$0.00	
	3601467	1S4W02Q06S	Garner 4	0.00	\$0.00	0.00	\$0.00	
	3601468	1S4W02P01S	Garner 5	0.00	\$0.00	1125.94	\$15,594.27	
	3602772	1S4W27A09S	Hunt 10	0.00	\$0.00	223.26	\$3,092.15	
	3603254	1S4W02P09S	Garner 6	0.00	\$0.00	535.82	\$7,421.11	
	3601464	1S4W02P06S	Garner 1	0.00	\$0.00	0.00	\$0.00	
	3601227	1S4W02N02S	Cooley G	0.00	\$0.00	0.00	\$0.00	
	3601489	1S4W02L01S	Scheuer	0.00	\$0.00	2022.59	\$28,012.87	
	3601463	1S4W02A03S	Stiles	0.00	\$0.00	190.73	\$2,641.61	
	3603981	1N04W23	Raub 5R	0.00	\$0.00	628.99	\$8,711.51	
		01S04W22A01S	Warren 4R	0.00	\$0.00	1458.67	\$20,202.58	
	3310031	01S04W11D0	Cooley J	0.00	\$0.00	2087.74	\$28,915.20	
	3603975	01N04W23	Raub 4R	0.00	\$0.00	754.51	\$10,449.96	
	3601465	1S4W02Q03S	Garner 2	0.00	\$0.00	0.00	\$0.00	
					\$0.00		\$192,885.62	\$192,885.62

WAITING ON PAYMENT
\$192,885.62

San Bernardino County

GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
	3603900	1S2W8A2	Lovell Fire Suppression Wel Seven Oaks Dam Domestic					
San Bernardino Valley MWD								
	3603116	1S3W13Q01S	SB Ave. 1/Big Bear					
Solono Well Company								
	3602003	1S2W16C	Solano 3	22.40	\$310.24	0.00	\$0.00	
					\$310.24		\$0.00	<u>\$310.24</u>
Splash Kingdom Waterpark								
	3602549	1S3W19J07S	California St					
Tennessee Mutual Well Company								
	3601161	1S3W16L	Pioneer 1					
Tennessee Water Company								
	3600474	1S3W16L	1					
TIAA-CREF Financial Services								
	3600757	1S3W19L	Mission Marigold/Well 2	0.00	\$0.00	0.00	\$0.00	
					\$0.00		\$0.00	<u>\$0.00</u>
Trojan Groves								
	3600451	1S3W15M						

GWA Number 55

Period July 1, 2020 to December 30, 2020

AgRate \$13.85

NonAgRate \$13.85

Owner	RecordationNumber	StateWellNumber	LocalName	Ag-Production	Ag Pymt	Non-AgProduction	Non-Ag Pymt	Amount Paid
University of California, Riverside								
	3601244	1S4W27A09S	Hunt 10					
	3601245	1S4W27A10S	Hunt 11					
	3601222	1S4W27A11S	Hunt 6					
Williams Well Corporation, LTD								
	3600828	1S3W16J	-					
Total Ag Payment:		\$77,939.32	al Non-Ag Payment:		\$391,374.77	Total Ag + Non-Ag Pay		\$469,314.09

TOTAL GW PAYMENTS RECEIVED AS OF 01/31/21 \$267,991.32
 REPORTED USAGE AND AWAITING PAYMENT \$201,322.77
 \$469,314.09



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1760

To: Board of Directors
From: Daniel Cozad, General Manager
Date: February 10, 2021
Subject: District Board Priorities for 2021

RECOMMENDATION

Review and consider approval of the 2021 District Board Priorities.

BACKGROUND

The Board has set annual priorities since 2012. This process provides an opportunity for Board Members to discuss and prioritize District projects, tasks and set goals based on staffing and other constraints. Since 2012, the Board has reviewed its priorities in January to incorporate into District resource planning and budgets. The priorities are derived from the Board's Community Strategic Plan (CSP). Staff will present the updated priorities and status from 2020. Staff prepared a draft priorities matrix for 2021 for the Board's review discussion and ranking in January. Staffing and resources are limitations to existing and new priority tasks; however, many efforts await other entities or permit agencies to act. The Board directed changes and modifications. The matrix is adjusted to estimate resource needs and link to CSP Goal numbers.

ALTERNATIVES

Potential Board Actions include:

- Approve the 2021 priorities for incorporation into District budgets and plans.
- Provide specific feedback for staff to revise the plan
- Table the issue to a future meeting of the Board for review

FISCAL IMPACT

Planning efforts and staff costs are included in the approved 2020-21 budget. Costs for the elements which are prioritized are included in the District budget to the extent possible. Additional efforts may be included in the 2021-2022 budget planning.

POTENTIAL MOTIONS

1. Move to approve the priorities as presented or with edits specified.
2. Move to table the item to a future meeting of the Board.

ATTACHMENTS OR MATERIALS

2021 Priorities Matrix

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

SBVWCD Board Priorities 2021

Priorities are special efforts or emphasis items for the General Manager and staff. These are in addition to core mission elements such as water spreading, conservation, and policy principals such as collaboration, transparency, sustainability and safety.*

No.	Area or Item	Current Status as of 2/3/20	Board Priority	Early Completion	Likely Completion	Resource Needs	Links to	Plan Goal #
1	Active Recharge Transfer Projects Concept Design	Ongoing	1	Jun-21	Oct-21	👤👤👤 \$\$\$	⇒	1
2	ARTP Initiate Final Design	Follows Concept	1	Nov-21	Feb-22	👤👤👤 \$\$\$	NEW	2
3	Mill Creek Diversion Permitted (408, 404, 1600, ESA)	Ongoing	1	Ongoing	Jun-21	👤👤 \$\$\$	⇒	1
4	Mill Creek Diversion Procurement	Awaiting Permits	1	Jul-21	Oct-21	👤👤👤 \$\$	NEW	1
5	Wash Plan Permit State and Waters Permits Round 1	Development	1	Apr-21	Aug-21	👤👤👤 \$\$	⇒	4
6	Wash Plan - Land Exchange MOU Appraisal	Ongoing	1	Jun-21	Sep-21	👤👤👤 \$	⇒	4
7	Mentone Shop Study Approved, Design, Permitting	Ongoing	2	Aug-21	Nov-21	👤👤 \$\$	⇒	1
8	Wash Plan Trails Progress	Planning/Coord	2	Ongoing	Ongoing	👤👤👤 \$	⇒	3
9	Mentone Shop Bids/Construction	Awaiting Design	3	Dec-21	Apr-22	👤👤 \$\$	⇒	1
10	Community Mitigation Conservation Easements	Ongoing	3	Ongoing	Ongoing	👤👤 \$\$	⇒	4
11	Plan and develop collaborative project opportunities	Ongoing	3	Ongoing	Ongoing	👤👤? \$?	⇒	2

Priority Key		Staffing and Program Key			
1	Must Do in 2021/22 as noted	Relative Staffing Need	👤 -- 👤👤👤	👤 -- 👤👤👤	Groundwater
2	Do based on resources	Relative Financial Cost	\$ -- \$\$\$	\$ -- \$\$\$	Land/Wash Plan
3	If possible, as needed	Ongoing or New Links	⇒ or NEW	⇒ or NEW	District/GFE

* District Mission and Policy Principles are shown on the District website, boardroom and offices.

APPENDIX "C"

Roster of Organizations and Committees with Assigned Representatives

District Requested Meetings

District Requested Meetings are organizations that the Board has determined as essential for participation. The Board designates a primary and alternate; the alternate only attends if the primary indicates they are unavailable to attend. Included are all District Board meetings and Standing and Ad Hoc committees the member is appointed to, and those meetings or events a member is required to attend as a part of his or her role as a member of any other committee, board, or organization to which the member was appointed by the entire Board, or whose appointment was solicited or approved by the entire Board. If service on a committee requires travel or other costs such costs must be disclosed prior to appointment. Attendance by another Board member, other than the primary or alternate designee, may only be eligible for per diem compensation as a Director Selected meeting. Travel costs include conference registration, airfare car rental, hotel or similar reimbursable costs. Meeting Expenses include local mileage, meals, and parking. A cost estimate (Travel and Per Diem) must be presented to the Board in advance at its regularly scheduled Board meeting for approval for meetings listed as "Set by Board Action". Once "Set by Board Action" meetings are approved by the Board they may be claimed as District Requested meetings. Any District Requested or Director Selected meetings beyond ten per month are eligible for reimbursement of Expenses only. California Government Code § 53232.3 requires Board members to report on each compensated meeting outside of meetings District Board or Committee meetings at the next regular Board Meeting as designated in the Agenda. The reports may be made verbally or provided in writing at the discretion of the director.

<u>Organization/Committee</u>	<u>Primary/Alternate</u>
1. Association of California Water Agencies/JPIA	McDonald/Raley
2. Association of California Water Agencies (Spring/Fall Conferences)	Set by Board Action
3. California Special Districts Association Annual Conference **	Set by Board Action
4. Association of San Bernardino County Special Districts	McDonald/Stewart
5. Special Presentations [only one per month per director]	All Board Limited
6. ACWA Region 9 Meetings	All Board Limited
7. Basin Technical Advisory Committee	McDonald/Stewart

Revised January 13, 2021

8. SBVMWD Advisory Commission on Water Policy	Corneille/Raley
9. SBVMWD Board Meetings 9A. Engineering Workshop***	McDonald/Raley McDonald/Corneille
10. Wash Plan Task Force	Raley/Longville
11. Big Bear Watermaster Committee (Court Appointed Attendee-Cozad)	Raley/Stewart
12. San Bernardino Valley Conservation Trust	Raley & Longville
13. Partnership Agreement Policy Committee	Corneille/McDonald
14. Meeting(s) Requested by the General Manager and/or Board President	All Board Limited
15. Any District Required/Mandated Training	All Board Limited

Organization/Committee's selected by Outside Organization subject to Board Approval

Other Activities:

Organization/Committee

Primary/Alternate

a. Sacramento Legislative Forums	Set by Board Action
b. Washington DC Legislative Forum	Set by Board Action
c. ACWA Committees	When appointed**
d. CSDA Committees	When appointed**
e. Local Government Commission	Longville/No Alternate

*Only one member should attend meeting on behalf of the District

** If appointed and while appointed.

***Both appointed members may attend as primary.

Director Selected Meetings - Maximum of 3

The Director Selected meetings are pre-approved; discretionary meetings that each Director may attend, in a number not to exceed three (3) per month, and are eligible for meeting per diem compensation and eligible Expense (local mileage, meals, and parking) reimbursement. Directors may attend more than three (3) Director Selected meetings in a single month; such attendance will be eligible only for reimbursement of Expenses, and ineligible for meeting per diem reimbursement. Reimbursement for Travel expenses (conference registration, airfare car rental, hotel or etc.) for any Director Selected meeting shall be paid only upon prior approval of the Board. A cost estimate must be presented to the Board in advance at a regularly scheduled Board meeting for approval. Expenses are subject to limitations provided for in the Board Policy Handbook Section 4025.1 for all Director Selected meeting.

Organization

A. Redlands Chamber of Commerce	Director Selected
B. Highland Area Chamber of Commerce	Director Selected
C. Loma Linda Chamber of Commerce	Director Selected
D. Mentone Chamber of Commerce	Director Selected
E. San Bernardino Chamber of Commerce	Director Selected
F. Various Water Related Meetings	Director Selected

RESOLUTION NO. 582

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
ADOPTING REVISIONS TO
THE BOARD POLICY MANUAL AND
REVISIONS TO BOARD POLICY**

WHEREAS, The Board of Directors (Board) of the San Bernardino Valley Water Conservation District as required by Ordinance No. 2014-1 must pass by resolution and adopt any revisions made to the Board Policy Manual of the Board of Directors of the San Bernardino Valley Water Conservation District; and

WHEREAS, the Board of Directors met on January 13, 2021 and revised its Board Policy Manual Appendix B and C; and

WHEREAS, the Board revised Appendix B appointing Vice President Corneille to the Outreach & Communications Committee as alternate; and

WHEREAS, the Board revised Appendix C to include the San Bernardino Valley Municipal Water District Engineering Workshop and appointed Vice President Corneille and President McDonald as able to both attend as primary District representatives; and

WHEREAS, the Board revised committees and appointment updating the appendices to the Board Policy Manual.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of San Bernardino Valley Water Conservation District does hereby adopt revisions to the Board Policy Manual as follows:

- A. Board Policy Manual Appendix B and C were revised and updated.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors this 10th day of February 2021, by the following vote:

YES: DIRECTORS:
NO: DIRECTORS:
ABSTAIN: DIRECTORS:
ABSENT: DIRECTORS:

Melody McDonald, President

ATTEST:

Daniel B. Cozad, Secretary

John Bosler
Secretary/General Manager/CEO

January 27, 2021

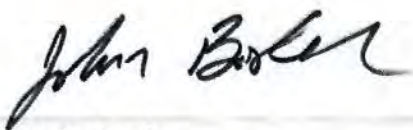
Dear Fellow ACWA/JPIA Member:

On January 26, 2021 the Cucamonga Valley Water District Board of Directors adopted Resolution No. 2021-1-2 nominating President Randall James Reed for the position of ACWA/JPIA Executive Committee. We are formally requesting your support of President Reed's nomination through the adoption of a concurring resolution from your agency.

President Reed is well qualified to take on this leadership role in ACWA/JPIA as you will see in his attached statement of qualifications, and he is committed to continuing the great work of providing quality insurance and employee benefit services that ensure our agencies and ratepayers are receiving the most cost-effective service possible.

I have attached a sample concurring resolution in support of his nomination, as well as his candidate statement. The elections for ACWA/JPIA Executive Committee will be held this spring, and the deadline to submit nominations is March 19, 2021. Should you desire to adopt a resolution or if you have questions please contact our Executive Assistant to the Board, Taya Victorino at 909.987.2591 or tayav@cvwdwater.com.

Thank you in advance for your consideration.



John Bosler
General Manager/CEO

Attachments:

Resolution No. 2021-1-2 Nominating Randall Reed
Candidate Statement – President Reed
Sample Concurring Resolution

RESOLUTION NO. 2020-1-2

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CUCAMONGA VALLEY WATER DISTRICT NOMINATING ITS JPIA BOARD MEMBER
TO THE EXECUTIVE COMMITTEE OF THE ASSOCIATION OF CALIFORNIA WATER
AGENCIES JOINT POWERS INSURANCE AUTHORITY ("JPIA")**

WHEREAS, this district is a member district of the JPIA that participates in all four of its Programs: Liability, Property, Workers' Compensation, and Employee Benefits; and

WHEREAS, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's Executive Committee, the member district must place into nomination its member of the JPIA Board of Directors for such open position;

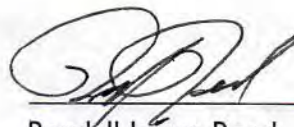
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CUCAMONGA VALLEY WATER DISTRICT that its member of the JPIA Board of Directors, **Randall James Reed**, be nominated as a candidate for the Executive Committee for the election to be held during the JPIA's spring 2021 Board of Directors' meeting.

BE IT FURTHER RESOLVED that the JPIA staff is hereby requested, upon receipt of the formal concurrence of three other member districts to affect such nomination.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

APPROVED, ADOPTED AND SIGNED this 26th day of January 2021.

CUCAMONGA VALLEY WATER DISTRICT



Randall James Reed
President

ATTEST:



John Bosler
Secretary and General Manager/CEO

RESOLUTION NO. 2020-1-2

STATE OF CALIFORNIA)

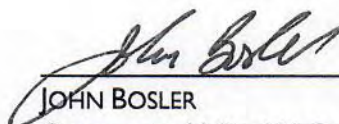
COUNTY OF SAN BERNARDINO) ss.

I, **JOHN BOSLER**, Secretary of the Board of Directors of Cucamonga Valley Water District, do hereby certify that the foregoing **Resolution No. 2021-1-2** was adopted by the Board of Directors of said District at a regular board meeting held on January 26, 2021. A recorded vote of the Board is as follows:

AYES: Cetina, Curatalo, Gibboney, Kenley, Reed

NOES: _____

ABSENT: _____



JOHN BOSLER
Cucamonga Valley Water District
and the Board of Directors thereof

Randall James Reed
Statement of Qualifications
Association of California Water Agencies
Joint Powers Insurance Authority (ACWA/JPIA) Executive Committee

I am pleased to share with you my interest in continuing my service on the Executive Committee for ACWA/JPIA. I am prepared and ready to help lead the organization as we continue to uphold ACWA/JPIA's mission *"to consistently and cost effectively provide the broadest possible affordable insurance coverage and related services to its member agencies."*



My experience with ACWA/JPIA began over a year ago when I was appointed by the Cucamonga Valley Water District (CVWD) to serve as their ACWA/JPIA representative. In that same year I was elected to the Executive Committee to fill a vacancy and eagerly rose to the challenge. Now I am dedicated to ensuring the success of ACWA/JPIA. We provide a vital service to the water community and they provide a vital service to their communities. I know how important this organization is for the member agencies who depend on our success.

I have served on the CVWD board of directors for approximately 18 years, and currently serve as their President. At CVWD, we have taken full advantage of all the programs the ACWA/JPIA has to offer to ensure our employees are working in the safest environment possible. Our board of directors has also adopted a *Commitment to Excellence* pledge putting into place best management practices which bolsters our effectiveness for loss prevention and safety.

I currently serve on the board of the Association of San Bernardino County Special Districts. In my past roll as board president, I was focused on increasing my understanding of our members needs so that I may know how to better serve and lead the association. I will continue to use this same approach if re-elected to serve on the ACWA/JPIA Executive Committee.

Professionally, I am retired from a 32 year career in the wastewater management field as an electrical and instrumentation supervisor. I earned a Bachelor's degree in Information Management Systems from California State University San Bernardino and have been an active member in the Association of California Water Agencies, California Special Districts Association and the California Water Environment Association. I'm a proud veteran of the United States Marine Corp.

Thank you for allowing me to share my experience, leadership and knowledge. I look forward to the opportunity to represent you and your agency. Please feel free to contact me directly at (909) 240-1344 should you have questions or if you would like to support my candidacy.

Thank you in advance for your consideration,

A handwritten signature in blue ink that reads "Randall Reed". The signature is fluid and cursive, written in a professional style.

RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF DIRECTORS OF THE

(NAME OF MEMBER DISTRICT)

CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE

OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY ("JPIA")

WHEREAS, this district is a member district of the JPIA; and

WHEREAS, the Bylaws of the JPIA provide that in order for a nomination to be made to JPIA's **Executive Committee**, three member districts must concur with the nominating district, and

WHEREAS, another JPIA member district, the (NAME OF NOMINATING DISTRICT) has requested that this district concur in its nomination of its member of the JPIA Board of Directors to the **Executive Committee** of the JPIA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the (NAME OF MEMBER DISTRICT) that this district concur with the nomination of (NAME OF NOMINEE) of (NAME OF NOMINATING DISTRICT) to the **Executive Committee** of the JPIA.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

ADOPTED this (DATE) day of (MONTH), 2021.

(SIGNATURE)
Board President

ATTEST:

(SIGNATURE)
Secretary

RESOLUTION NO. 583
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO
VALLEY WATER CONSERVATION DISTRICT
CONCURRING IN NOMINATION TO THE EXECUTIVE COMMITTEE
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS INSURANCE AUTHORITY ("ACWA/JPIA")

WHEREAS, this district is a member district of the ACWA/JPIA; and

WHEREAS, the Bylaws of the ACWA/JPIA provide that in order for a nomination to be made to ACWA/JPIA's **Executive Committee**, three member districts must concur with the nominating district, and

WHEREAS, another ACWA/JPIA member district, the Cucamonga Valley Water District has requested that this District concur in its nomination of its member of the ACWA/JPIA Board of Directors to the **Executive Committee** of the ACWA/JPIA;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Valley Water Conservation District that this District concur with the nomination of Randall James Reed of Cucamonga Valley Water District to the **Executive Committee** of the ACWA/JPIA.

BE IT FURTHER RESOLVED that the District Secretary is hereby directed to transmit a certified copy of this resolution to the ACWA/JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

ADOPTED this 10th day of February 2021.

Melody McDonald, President

ATTEST:

Daniel B. Cozad, General Manager



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1761

To: Board of Directors
From: Erwin Fogerson, Senior Engineer
Date: February 10, 2021
Subject: Mentone Shop Improvement Planning

RECOMMENDATION

The Operations Committee recommends that the Board: 1) Review and accept the recommendations contained in the Mentone Shop Needs Analysis regarding improvements to the Mentone Shop, 2) Authorize the General Manager to procure architectural services through a Request for Proposals for the proposed new Mentone Shop building and award a contract not to exceed \$50,000 and 3) Authorize the General Manager to procure and plan for future shop facilities closer to the Santa Ana Spreading grounds.

BACKGROUND AND DISCUSSION

The District field staff currently operate out of two maintenance facility locations: one in Mentone, the Mentone Shop, and one in Highland, the Canyon Shop. The Mentone shop is located at 2181 Mentone Blvd. Mentone, California. This location serves as the main office for the field staff, and typically houses all the smaller equipment and light duty vehicles. This location also includes an open lot and a rental home. It is made up of one main building and five auxiliary sheds. The Mentone Shop has power and running water but has a port-a-potty restroom.

The Canyon Shop is located just below Seven Oaks Dam along Santa Ana Canyon Road. It is just west of the Canyon House facility. It is primarily used for the storage of large equipment. This location has a large, covered area and a dilapidated former field supervisor house. Both facilities would require lead paint and asbestos abatement prior to demolition or construction. The Canyon House and Shop do not have working restrooms, power, or running water.

The District Board requested staff to pursue installing a restroom at the Mentone Shop. In the process of estimating costs to install a restroom facility with shower and septic system, it was determined that it may be more cost effective to re-build or add on to the existing Mentone Shop than to build a standalone restroom. As work began on designs for a new shop, a needs analysis was requested by the Board to determine what facility would be best for the field and what would be the ideal location to meet field staff's current and future needs.

The Board and Operations Committee have recommended the Board approve acquisition of architectural services to develop the project plans, specifications, estimates, and other services. Once proposals have been obtained for the needed architectural services the General Manager will execute the standard form professional services agreement providing it does not exceed \$50,000.

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

It is anticipated that the scope of work for the professional services will in general consist of the following items:

1. Prepare the building plans and specifications.
2. Prepare cost estimates for the building and site preparation.
3. Prepare all technical data needed to obtain County building permits through the County EZOP system including any needed energy calculations and water / fire protection system calculation.
4. Budget support hours for the bid phase and construction phase
5. As built drawings or other services recommended by the architect

Preparation of companion plans such as a grading plan and septic plans may be developed by staff or by procurement of additional professional services. Site surveying services may also be required. It is anticipated those professional services will be well within the General Managers spending authority. Staff will report the final estimated costs for the project to the Board when construction bids are obtained.

FISCAL IMPACT

Currently, \$50,000 is included in the District Capital Project budget for architectural services and testing. Exceedance of these budgeted amounts are not anticipated at this time. Actual costs for testing and architectural services will be obtained in accordance with the District procurement policy. The Existing CIP Budget includes \$280,000 for construction of the facility.

POTENTIAL MOTIONS

1. Move to accept the Operations Committee recommendations contained in the Mentone Shop Needs Analysis direct staff to procure and award architectural services.
2. Move to revise recommendations included in the Mentone Shop Needs Analysis and direct staff to procure architectural services.
3. Provide other direction to staff related to the Mentone Shop Needs Analysis.
4. Table the item to a future meeting for consideration.

ATTACHMENTS

Mentone Shop Needs Analysis
Architectural Services RFP



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water



SBVWCD Shop Improvements Needs Analysis

February 2021

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Introduction

The District field staff currently operate out of two maintenance facility locations: one in Mentone, the Mentone Shop, and one in Highland, the Canyon Shop. The Mentone shop is located at 2181 Mentone Blvd. Mentone, California. This location serves as the main office for the field staff, and typically houses all the smaller equipment and light duty vehicles. This location also includes an open lot and a rental home. It is made up of one main building and five auxiliary sheds. The Mentone Shop has power and running water but has a port-a-potty for a restroom.

The Canyon Shop is located just below Seven Oaks Dam along Santa Ana Canyon Road. It is primarily used for the storage of large equipment. This location has a large, covered area and a dilapidated former field supervisor house with lead and asbestos contamination. The Canyon Shop currently has no restroom, power, or running water.

Purpose

The District Board requested staff pursue installing a restroom at the Mentone Shop. In the process of estimating costs to install a restroom facility with shower and septic system, it was determined that it may be more cost effective to re-build or add on to the existing Mentone Shop than to build a standalone restroom. As work began on designs for a new shop, a needs analysis was requested by the Board in order to determine what facility would be best for the field and what would be the ideal location to meet field staff's current and future needs.

The District Shop Improvement Needs Analysis will be used to determine the following:

- Condition and use of both current shop facilities
- Future equipment and storage needs based on known upcoming projects and expansion of activities under the Wash Plan and other know future projects
- Ideal shop location based on current and future needs

The analysis was completed by engineering staff with input and review by field staff. Upcoming projects taken into consideration include the Active Recharge Transfer Projects, Enhanced Recharge, Wash Plan land management, and Mill Creek habitat management.

Current Mentone Shop

The Mentone shop is located at 2181 Mentone Blvd, Mentone, CA 92359 on Parcel number 029821120. The District owns two approximately 2.25-acre parcels, 029821120 and 029821121 that make up the Mentone House, Mentone Shop, and vacant lot. The address represents a home (Mentone House), owned by the District, that had previously been utilized by the Field Supervisor and is currently being used by Steps for Life. The Mentone House is located on the southern half of parcel 029821120. The Mentone Shop is located on the northern half of the parcel with the vacant lot (parcel 029821121) located to the west.

The Mentone shop is made up of one utility building and five auxiliary sheds that were added by District staff. Figure 1 is an overview of the existing shop including usage for each portion of the building. Although there is a designated shed for welding, most welding occurs outside in the yard due to lack of space and no hoist. The field staff have a small office with air conditioning, small sink, small refrigerator, and computer set up. The Main shop building is also equipped with an alarm system; however, it does not extend to any of the sheds. The Mentone shop can be accessed either from the driveway of the Mentone

house or from a back road off Sapphire Avenue. The shop yard is fenced with an additional swing gate at the back entrance. There is also some outdoor security lighting.

Two of the five sheds, the parts and mechanical equipment storage and wood shop, are in decent condition and are regularly used. The remaining three are in varying degrees of poor condition and should be removed. There is also a port-a-potty attached to the shop building, but it is currently not in use and has been replaced by a temporary port-a-potty in the shop yard.

The Mentone shop typically houses all small tools, land management equipment and the Suburban. Occasionally field staff will temporarily store large equipment in the yard of the Mentone Shop, but it is typically just in preparation for the next day's work. This is due to lack of covered storage at the Mentone shop and decreased security compared to the Canyon Shop. A detailed list of all equipment and the location where it is stored is included in the Operational Management Manual Appendix H.

Current Canyon Shop

The Canyon Shop is located at approximately 32220 Santa Ana Canyon Road Mentone, CA 92359 on parcel 029704107. The area is located downstream of Seven Oak Dam and south of the Cuttle Weir. Figure 2 is an overview of the existing Canyon Shop use. It is comprised of an open parking area, a covered equipment storage area, and the Canyon House. Most of the large and medium sized equipment such as the loader, the excavator, the dump trucks, and respective trailers are stored at the Canyon Shop. A benefit of the Canyon Shop's location is that it is within a restricted access area for Seven Oaks Dam with a 24-hour guard.

The Canyon House is in poor condition, as it has both lead based paint and asbestos, and is not currently being utilized. The covered equipment storage area needs repair but is large enough to house the medium size equipment such as the water buffalo and the chipper. The larger equipment such as the loader, excavator, and dump truck are typically stored in the open parking area as well as within the covered parking area. Being adjacent to a hillside, the area is subject to erosion and degradation during rain events. Field staff are frequently re-grading the area behind both the house and the covered storage area.

Current Operations

Maintenance activities currently consists of the following tasks (not in order of frequency or importance):

- Facility inspections
- Coordination with other agencies
- Daily Measurements for the Daily Flow Report
- Bi-Monthly well measurements
- Weed abatement and invasive species removal both mechanical and by spray
- Levee / dike repair
- Water spreading (gate and valve operations, soft plug reconstruction)
- Access gate maintenance and construction
- Maintenance road grading and repairs
- Basin cleanout (own forces or through oversight of contractors)
- Channel and overflow structure maintenance and repairs
- Litter and dumping removal and homeless related activities

Table 1 summarizes the current facilities that require maintenance including estimated of total acreage or structure based on facility location. Currently field staff estimate they spend approximately two thirds

of their time in the Santa Ana Facility and the other third in Mill Creek Facility. This estimate is consistent with the acreage and number of facilities that are operated in each facility.

Table 1: Summary of Current Facilities that require Routine Maintenance

Activity	Santa Ana River Watershed			Mill Creek Watershed		
	quantity	unit	% of Total	quantity	unit	% of Total
Current Activities and quantity						
Basin Clean Out	105	acres	61%	66	acres	39%
Basin Inspection	105	acres	61%	66	acres	39%
Channel Gate Maintenance	107	structures	61%	67	structures	39%
Road Maintenance	15.5	miles	55%	12.6	miles	45%
Diversion Maintenance	1	structures	50%	1	structures	50%
Access Maintenance	19	locations	66%	10	locations	34%

All light equipment work originates from the Mentone shop as it has enclosed storage. Heavy equipment work typically originates from the Canyon Shop. This is due to the lack of sufficient indoor parking and lack of security at the Mentone shop. The Canyon shop has restricted public access, but the equipment is exposed to the elements including rodents that have damaged wiring in the past.

Future Operational Needs

With the finalization of the Wash Plan, the construction of Enhanced Recharge, and the future operation of the Active Recharge Transfer Projects, field staff are anticipating a change and increase in workload from these future projects. Figure 3 outlines the locations and current conceptual footprints of the described future projects. Table 2 provides a summary of the acreages for future activities within both the Mill Creek and Santa Ana River watersheds.

Table 2: Summary of Future Facilities that will require Routine Maintenance

Activity	Santa Ana River Watershed			Mill Creek Watershed			Other Facilities		
	quantity	unit	% of Total	quantity	unit	% of Total	quantity	unit	% of Total
Future Activities and quantities									
Future Habitat Management	1668	acres	84%	321	acres	16%	0	acres	0%
Enhanced Recharge	150	acres	100%	0	acres	0%	0	acres	0%
Active Recharge	97	acres	19%	1	acres	0%	409	acres	81%

Habitat Management

The completion of the Wash Plan adds the management of approximately 1,500 acres of habitat lands within the Santa Ana spreading facility and Santa Ana River Wash to field staff's workload. In addition, the Community Mitigation Program will bring additional management activities to both the Santa Ana and Mill Creek Facilities. These will include such activities as invasive species management, herbicide application, species monitoring, data collection, and increased monitoring for illegal dumping and illegal access. Most work is anticipated to be completed by contractors; however, field staff are anticipated to be heavily involved in the habitat management activities. The Wash Plan also includes public trails along existing access roads, which will require additional and more frequent maintenance as well as additional access control. At a minimum, the management of habitat land will require increased herbicide application and area inspections.

The new habitat management areas will increase use of existing equipment and will require more frequent replacement. Much of that work will be using light equipment such as hand tools for invasive species removal, spraying equipment for herbicide application, light duty vehicles for increased inspections, and welding equipment access gate repair. Additional heavy equipment may be needed for large item trash removal and road grading as trails are open to the public. For operational needs specific to Wash Plan Trails, see the Wash Plan Trail Master Plan.

Enhanced Recharge

The Enhanced Recharge Collaborative Project with SBVMWD and WMWD has three phases that will significantly affect District Operations. Phase 1A is a sedimentation basin downstream of the Cuttle weir for which construction is complete. Phase 1B is the expansion of the Santa Ana Spreading Facility to handle 500cfs by increasing the number of spreading basins. Phase 1C is improvements to the Cuttle Weir. Phase 1B and 1C are currently in the design and permitting phase. These improvements are estimated to increase the wetted area in Santa Ana by approximately 150 acres and therefore increase the amount of staff time and maintenance work that will occur in that facility.

Required sediment removal within basins is dependent on many factors and is not consistent from year to year. Therefore, sediment removal required varies from year to year as well. Contractors are currently brought in to assist with work that is beyond the capability of field staff. This is anticipated to continue to be the approach with the Enhanced Recharge Project. Sediment removal needs are anticipated to increase significantly when new basins under the Enhanced Recharge Project are brought on-line. As the basin acreage will double from the current basin configuration an additional operations staff member may be needed to help operate these new facilities.

The number of diversion structures and gates will also significantly increase; however, it is anticipated that clearing of those structures will be done by operations staff. Equipment such as a dump truck with a grapple and a long reach excavator may be needed and will be considered in this analysis. Each new basin will also have its own associated levee and access road that will also need to be maintained which means increased hours on the existing loader.

Maintenance and operations will likely be greatly increased during and immediately after storm events.

Mill Creek Diversion Improvement

The Mill Creek Diversion and Debris Management Improvement Project is currently in the 408-permitting process. The project will decrease the amount of maintenance required at the Mill Creek Diversion by redirecting sediment and debris away from the diversion structure and back to the active channel of Mill Creek. This project is designed to decrease maintenance and therefore is anticipated to decrease the amount of staff time for maintenance needed at this location. Staff will still need to actively operate the system in storm events.

Active Recharge Projects

The Active Recharge Transfer Projects are a set of 5 or more projects that have transferred from SBVMWD to SBVWCD as part of the Joint Partnership agreement. These projects are new construction projects on the following tributaries to the Santa Ana River:

- Waterman Creek
- Twin Creek (including potentially 29th Street basins and Lynwood Basins)
- City Creek
- Plunge Creek
- Oak Creek
- Mill Creek

The Mill Creek, Oak Creek, and Plunge Creek facilities are within the field staff's current activities areas, but the other tributaries will be new locations in Highland and San Bernardino. These projects will all require staff visits around rain events and will require regular site visits and maintenance after construction.

The "other facilities" in Table 2 are proposed recharge basins in Waterman Spreading Grounds, Twin Creek Basins, City Creek and Lynwood Basins under the Active Recharge Transfer Projects. These facilities are anticipated to be maintained by contract work, like existing basins, but these activities may be overseen by District field staff. Future additional equipment needs will likely be significantly increased more for the facilities within the Santa Ana watershed. All three future activities will likely require access road maintenance that is done with heavy equipment and by District staff.

Drive Analysis

Currently, all light duty maintenance work originates from the Mentone Shop as all spray equipment, spray materials and light duty equipment is stored at the Mentone Shop. Heavy equipment is generally stored at the Canyon Shop. Heavy equipment is occasionally staged at the Mentone Shop for next day work in and around the Mill Creek watershed facilities. The distance between the two shops is 4.7 miles. The mileage numbers are estimated amounts to arrive at the sites and do include the mileage of performing the maintenance work. Figure 4 depicts the locations and routes that were included in the Drive Analysis.

Maintenance work for future enhanced recharge and active recharge may be limited to inspection and overseeing of contractors performing most of the maintenance work. This is especially applicable to facilities within San Bernardino County Flood Control right-of-way.

Three scenarios have been developed for the drive analysis. Those are:

1. What would be the mileage if we only used the Mentone Shop or the Canyon Shop?
2. What is the estimated operations staff mileage using both shops as currently done?
3. What is the estimated future operations mileage using current operations needs and all currently planned projects operation's needs?

**Mileage and Access Analysis
(both light and heavy-duty vehicle use)
Assumptions**

1. "Miles from Mentone Shop" is an estimate of mileage if all work originated from that shop
2. "Miles from Canyon Shop" is an estimate of mileage if all work originated from that shop
3. "Planned Equipment Origination Mileage" is an estimate based upon the current use of each shop
4. "Planned Equipment Origination Mileage" that 3/4 of all trips using both equipment type originate from Mentone Shop and are light duty
5. Mileage estimates originate from estimated visits to site per month
6. Trips to basins are identified by gate location
7. All light duty vehicle use originated from the Mentone Shop
8. All heavy-duty vehicle use originated from the Canyon Shop

Table 3: Drive Analysis, Light and Heavy Equipment

Locations	Est. Site visits per month	Miles from Mentone Shop	Miles from Canyon Shop	Miles per Month if serviced from Mentone	Miles per Month if serviced from Canyon	Equipment Type Used	Planned Equipment Origination (current) Mileage
Sapphire Gate	3.0	0.3	4.8	0.9	14.3	Both	4.2
Lockheed Mill Creek Gate	30.0	1.2	3.5	37.1	106.1	Both	54.4
Mill Creek Levee Gate	25.0	1.3	3.4	33.5	85.5	Light	33.5
Mill Creek Diversion	25.0	1.8	3.9	45.8	97.6	Light	45.8
SAR Diversion	27.0	4.9	0.2	131.2	4.5	Heavy	4.5
Tailrace Valves	27.0	4.8	0.1	129.4	2.7	Light	129.4
Enhanced Sedimentation Basin	27.0	4.8	0.1	129.4	2.7	Both	97.7
Greenspot Gate	120.0	4.2	0.6	500.0	69.9	Both	392.5
Bifurcation Pond	24.0	5.6	2.0	134.6	48.6	Heavy	48.6
Cone Camp Gate	60.0	6.4	2.7	386.0	164.0	Both	330.5
D Dike	15.0	7.3	3.6	109.0	53.5	Both	95.1
Plunge Creek Project	3.0	7.4	3.7	22.1	11.0	Both	19.4
Abbey Way	1.0	8.7	5.0	8.7	5.0	Light	8.7
Orange Street	36.0	9.4	5.7	336.7	203.5	Light	336.7
R100	3.0	11.1	7.4	33.3	22.2	Light	33.3
Office	24.0	6.5	9.6	155.1	230.8	Light	155.1
Total Combined monthly mileage				2190	1100		1800

Overall, the total mileage and staff time based on current operations, would be decreased if the main shop were located closer to the Santa Ana River facility. As stated above, this is for all types of vehicle use.

**Mileage and Access Analysis
(heavy duty vehicle use only)**

Assumptions

1. All assumptions of earlier table are still valid
2. Only one fourth of miles of "both" equipment type are heavy duty
3. Planned use mileage does not include mileage for staging heavy equipment in the Mentone Shop

Table 4: Drive Analysis, Heavy Equipment

Locations	Est. Site visits per month	Miles from Mentone Shop	Miles from Canyon Shop	Miles per Month if serviced from Mentone	Miles per Month if serviced from Canyon	Planned Equipment Origination	Planned Equipment Origination (current) Mileage
Sapphire Gate	3.0	0.3	4.8	0.9	14.3	Both	0.2
Lockheed Mill Creek Gate	30.0	1.2	3.5	37.1	106.1	Both	9.3
Mill Creek Levee Gate	25.0	1.3	3.4	33.5	85.5	Light	0.0
Mill Creek Diversion	25.0	1.8	3.9	45.8	97.6	Light	0.0
SAR Diversion	27.0	4.9	0.2	131.2	4.5	Heavy	4.5
Tailrace Valves	27.0	4.8	0.1	129.4	2.7	Light	0.0
Enhanced Sedimentation Basin	27.0	4.8	0.1	129.4	2.7	Both	0.7
Greenspot Gate	120.0	4.2	0.6	500.0	69.9	Both	17.5
Bifurcation Pond	24.0	5.6	2.0	134.6	48.6	Heavy	48.6
Cone Camp Gate	60.0	6.4	2.7	386.0	164.0	Heavy	164.0
D Dike	15.0	7.3	3.6	109.0	53.5	Both	13.4
Plunge Creek Project	3.0	7.4	3.7	22.1	11.0	Both	2.8
Abbey Way	1.0	8.7	5.0	8.7	5.0	Light	0.0
Orange Street	36.0	9.4	5.7	336.7	203.5	Light	0.0
R100	3.0	11.1	7.4	33.3	22.2	Light	0.0
Office	24.0	6.5	9.6	155.1	230.8	Light	0.0

Total monthly mileage heavy equipment	850	280	260
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Overall, the total mileage and staff time has been optimized in terms of heavy equipment drive time based on its current storage at the Canyon Shop.

The following analysis is for the ultimate condition where all Active Recharge and Enhanced Recharge projects are constructed and operational.

Mileage and Access Analysis (both light and heavy-duty vehicle use Future Condition)

Assumptions

1. Current facilities to be maintained in same fashion
2. Waterman and Twin Creek Bains and adjacent basins are not included as most maintenance is assumed to be done by contract forces. Mileage for oversight from either site is negligible
3. Mileage will not increase with the addition of new facilities – just new destinations will be added

Future mileage is estimated to change in proportion to the area of area to be maintained. Therefore:

Per Table 1 current SAR area = 321 acres

Per table 1 current MC area = 66 acres

Per table 2 additional future SAR area = 1,915 acres

Per Table 2 additional future MC area = 321 acres

Mileage to and from the Santa Ana River area is estimated to increase to 600% more than the Mill Creek area in the future. This supports the need to at a minimum continue to use the Canyon Shop for storage and staging. It also supports studying the need to improve that facility or construct a new facility adjacent or within the SAR maintenance area.

Equipment Analysis

A detailed list of all equipment and the location where it is stored is included in the Operational Management Manual Appendix H. Equipment has been generally categorized as light or heavy duty. Heavy equipment is that equipment that is used in earth moving, or debris clearing operations. All other equipment is considered as light duty. Except for vehicles, light duty equipment should be stored indoors. Ideally, all heavy equipment would be stored indoors as well or at a minimum be stored in a covered parking area.

Future equipment needs have not yet been determined. The amount and type may not be purchased until those new facilities are brought on-line and the amount of work is fully realized. Although, it is estimated that equipment needs will not increase significantly. In order to project what ultimate heavy equipment storage needs a potential list of additional equipment has been estimated:

- Dump truck with grappler (replacement vehicle for the older dump truck)
- Long Reach Excavator
- Hoist for welding operations
- Additional spray equipment
- Gator 865M utility vehicle (currently on order)

Current and ultimate needs include an equipment wash down area, a welding area including hoist, and an emergency eye wash station and shower for the chemical spray operations. This area could be covered and incorporated into the new Mentone Shop building to provide covered heavy equipment storage.

Storage Analysis

Currently, the main Mentone Shop building has minimal storage area. The five auxiliary sheds contain most of the storage area and work area. That area is estimated as follows:

- Total auxiliary shed area square footage = 1,200 square feet
- Floor space used for storage shelves or tabletop work area = 400 square feet
- Shelf area = 1,000 square feet
- Tabletop work area = 100 square feet
- IERCD currently uses approximately 230 square feet, 140 square feet of floor space and 600 square feet of shelf space

If the auxiliary sheds are removed and replaced with a new metal building, then the above area is needed as a minimum for the current needs. Additional space is needed to better organize what is currently stored and to allow for future needs. Additional space is needed for IERCD as their role and workload may expand with the future added habitat management areas. It is estimated that ultimate storage area for non-vehicle use storage is 25% more than the current of which a minimum of 100 square feet should be used for chemical storage with 100 square feet of storage shelf area.

Conclusion

As stated earlier, light duty work including herbicide application and small equipment work all originate from the Mentone Shop. While some drive time could be saved from having a new facility closer to the Santa Ana River watershed facilities that time savings is not considerable as pickup trucks are used for these tasks. Heavy equipment staging and storage in the Canyon Shop does save significant drive time. It also minimizes the occurrence of having to access Highway 38 to drive to the facilities.

It appears that improvements to the Mentone Shop are needed immediately. The Canyon Shop should be improved as the future facilities come on-line. But other options to improving the Canyon Shop should first be explored further. A new facility where heavy equipment could be driven directly onto District facilities within Santa Ana River area would be a significant increase in efficiency.

Based upon these conclusions staff District staff recommends the following improvements:

Mentone Shop (add the following improvements)	Canyon Shop
1. Restroom facilities with shower and laundry	1. Continue use of canyon Shop for heavy equipment storage and staging
2. Chemical use wash down area	2. Construct additional covered parking
3. Covered area for equipment storage and wash down area	3. Study to be performed to improve existing facility or construct new facility closer to SAR facilities
4. Improved welding area including hoist	
5. Fuel storage area	
6. Improved storage area	
7. Removal of failing wood structures	
8. New separate storage area for IERC	

Figure 1: Mentone Shop Current Use Field Shop Needs Analysis

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD, CASIL, SBVMWD
GIS Contact: Katelyn Scholte
M: Mentone Shop/Needs Analysis
November 16, 2020



Legend

- Highways
- Main Roads
- Current Use

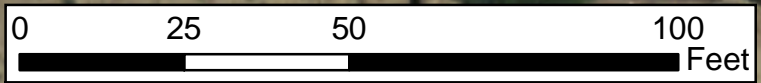


Figure 2: Canyon Shop Current Use Field Shop Needs Analysis

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD, CASIL, SBVMWD
GIS Contact: Katelyn Scholte
M: Mentone Shop/Needs Analysis
November 16, 2020



Legend

- Highways
- Main Roads
- Current Use

Open Parking Area

Canyon House

Covered Equipment Storage

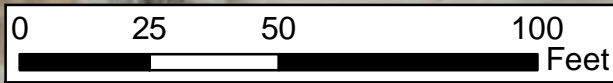


Figure 3 Future Projects and Activities Field Shop Needs Analysis

Coordinate System:
 NAD 1983 StatePlane California V FIPS 0405 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 Source: SBVWCD, CASIL, SBVMWD
 GIS Contact: Katelyn Scholte
 M:\Mentone Shop
 November 18, 2020

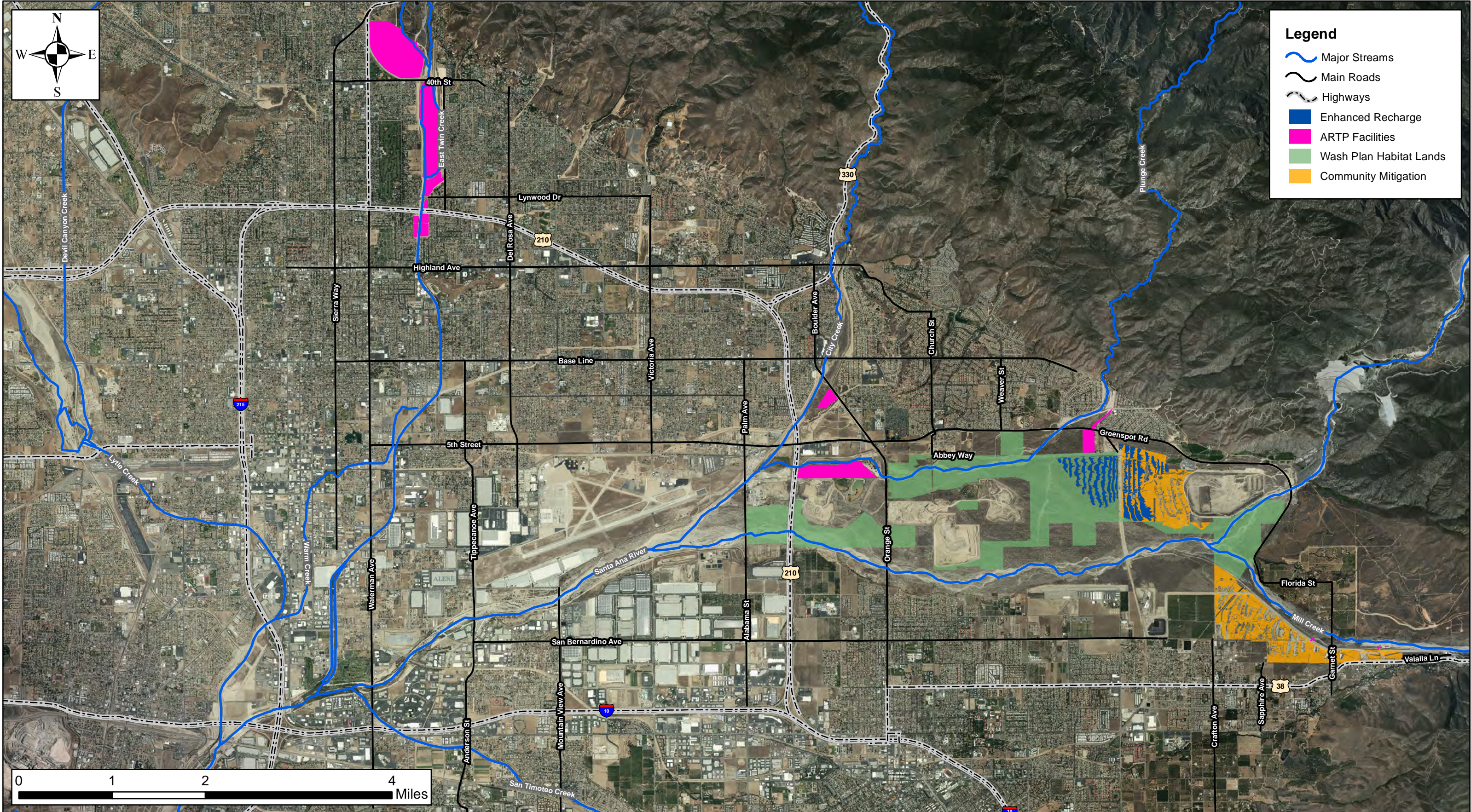
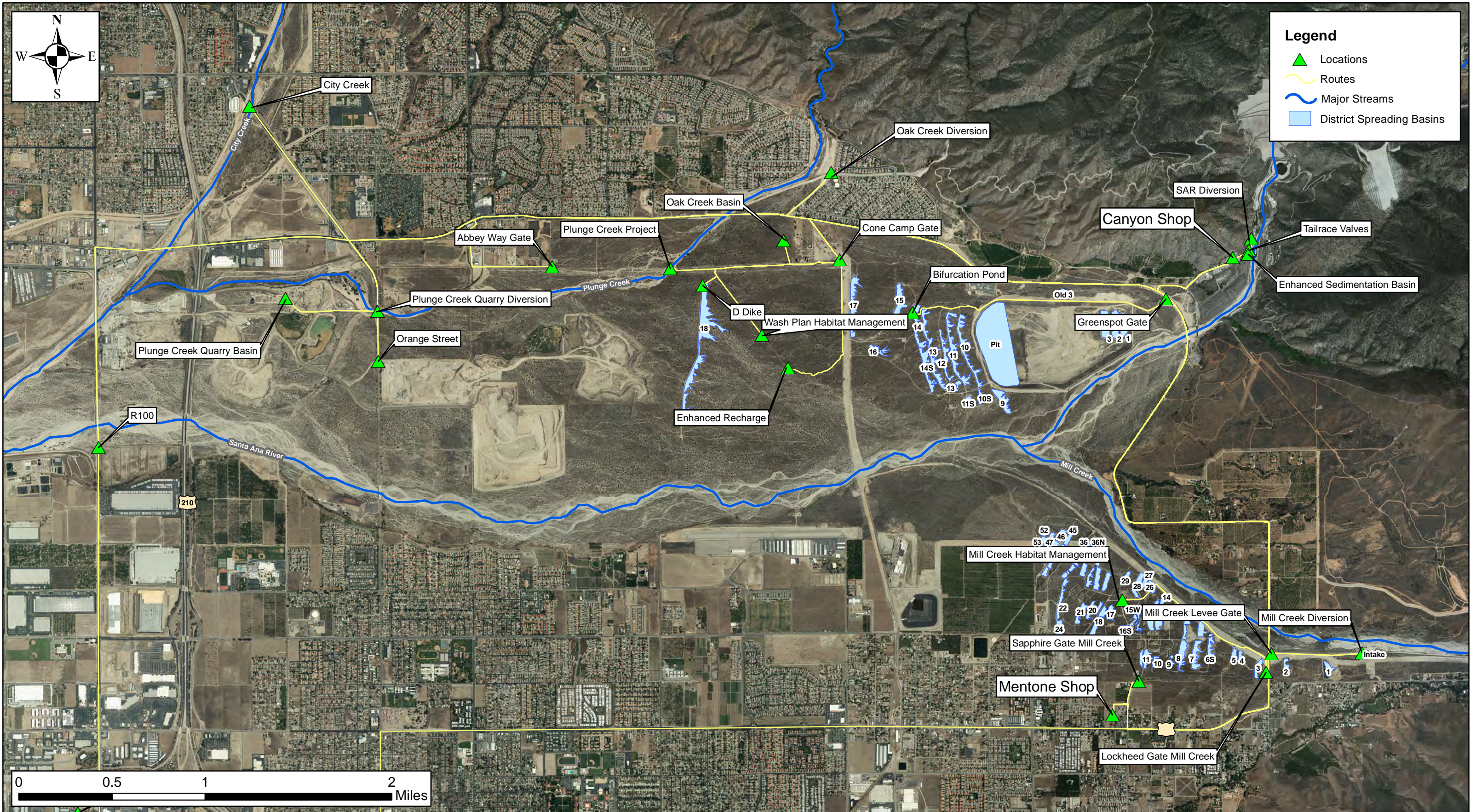


Figure 4: Drive Analysis Locations Field Shop Needs Analysis

Coordinate System:
 NAD 1983 StatePlane California V FIPS 0405 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 Source: SBVMWD, CASIL, SBVMWD
 GIS Contact: Katelyn Scholte
 M:\Mentone Shop
 December 14, 2020



Request for Proposals

Mentone Yard Shop
Architectural Services



San Bernardino Valley
Water Conservation District
Helping Nature Store Our Water

Filing Deadline:
xxxx, 2020 – 4:00 p.m.

San Bernardino Valley Water Conservation District
Attn Erwin Fogerson (909) 793-2503

Mailing Address/Street Address:
1630 W. Redlands Blvd., Ste. A Redlands, CA 92373-0581

INTRODUCTION

Background and Project Description

The San Bernardino Valley Water Conservation District (Conservation District) was formed in January 1932 by the Clerk of the Board of Supervisors, San Bernardino County. It provides Groundwater Recharge for the Bunker Hill Basin. The District has a five-member Board of Directors elected by the voters living within the boundaries of the Conservation District.

The Conservation District is seeking proposals from qualified professional architect interested in providing professional services for the District's Mentone Yard Shop (location map attached). The building will be an insulated metal building with three (3) utility rooms. The structure shall be designed in kind to the existing maintenance building this is on-site (see attached photographs). This structure will be used by District Operations staff for maintenance related activities including fuel and chemical storage.

The contract for the Mentone Yard Shop Professional Services will be an agreement between Conservation District and a State of California licensed Architect (Consultant). A copy of the standard agreement is attached to this RFP. The Consultant will work under the direction of the Conservation District General Manager and the District Senior Engineer. Funding for the Consultant's services will be provided by Conservation District utilizing local funding sources.

PROPOSAL

The procurement schedule is as follows:

Date	Event
x/x/2020	Release of Request for Proposal
x/x/2020	Deadline for Receipt of Proposals
x/x/2020	Notice to Proceed

One (1) electronic copy submitted by email to efogerson@sbvwcd.org must be submitted.

Questions and Answers

Questions concerning this RFP shall be submitted via e-mail to efogerson@sbvwcd.org. Answers to any questions posed in writing shall be provided to all known proposers by email.

SCOPE OF WORK/SERVICES

All work is to be in adherence to all local, state and federal building codes including requirements of the California Building Codes, San Bernardino County Fire Code, Environmental Health, San Bernardino County Development Code, and/or any required laws and regulations. The consultant will be required to research and adhere to all requirements listed in the County of San Bernardino online permitting (EZOP) system and provide the technical data within the requirement permit forms. The District shall be responsible for developing the site/grading plan, demo plan, coordinating all consultants, bidding the project and processing of all requirements permits. Site topography will be provided by others. The architectural services to be performed shall include the following tasks:

Task 1: Design Development Phase

1. Based upon the attached draft floor plan, site plan and Needs Analysis, design the architectural, structural, mechanical, plumbing and electrical components of the proposed maintenance building and adjacent concrete slabs. The design shall include meeting the storage floor space, storage shelf space and work space as recommended in the Needs Analysis. The attached floor plan shall be revised also to include only two (2) vehicle stalls.
2. Attend up to two (2) meetings, as requested by the District, to provide technical discussion and explanation of the various aspects of the project design.
3. Coordinate with District on development of the site/grading plan and other elements of the work: including the geotechnical investigation and the septic design and construction.
4. Design Scope to include:
 - a. Architectural and structural engineering drawings of the building reconstruction including floor plans, roof and foundation plans, elevations, wall sections. Design to include enclosure requirements for above ground gasoline storage and chemical storage within the building.
 - b. Heating and cooling is not proposed at this time but the design should include provisions for a possible future 220v cooling down station within the building. The design should include fixed or operable blade type louvers in the roof and walls to better control high temperatures within the building.
 - c. The proposed plumbing systems design including interior and exterior eye wash stations and one unisex bathroom with shower and hookups for laundry. Plumbing system will also include design of NPDES related appurtenances.
 - c. Electrical engineering design including electrical supply and distribution, interior and exterior building mounted lighting, access security systems, telecommunication systems, instant hot water and the engineering design of the fire alarm system.
 - d. Structural calculations including slab foundation design, footings, one ton trolley hoist details, loading dock wall details and exterior slab design. [Described well on Conceptual Site Plan]
 - e. Energy related items including design and calculations for ventilation, windows, doors and insulation. Complete CEC Title 24 Forms (including CF-1R Forms) and California Green Building Standards Code Checklist and calculations.
 - f. Fire sprinklers are not known to be required at this time but the proposal should include a line item for this work if required by the County Building and Safety Dept.
 - f. Design appurtenances for rooms to house above-ground fuel (gasoline) and chemical storage including ventilation and meeting Fire Code and Hazard Waste storage requirements.
 - g. Recommendations on the floor plan layout and storage cabinets.
5. Provide all technical data required for paperless EZOP County of San Bernardino system. Monitor and disseminate comments and or corrections, as appropriate (see likely list below).
6. Develop an opinion of probable construction cost (OPPC) for the overall project construction based on the 65% and 100% Design Development documents. The following shall be included when preparing the OPPC:
 - a. Base estimate is to include a new approximately 1,800 square foot pre-engineered metal building (see conceptual site plan). The new building shall be of similar design, including height and color as the existing building on-site (see attached photograph). The estimate

shall include new structural steel, slab on grade, deepened footing along the southerly side, additional slab thickness and/or reinforcement for and concrete slabs on 3 sides of the building. Unit prices to include labor, material and equipment, and prevailing construction rates. General Conditions cost including bonds and insurance, overhead and profit, and appropriate construction contingency. The OPPC should also include relocation/reconnection expenses of electrical service panel, water service requirements, and gas service.

7. The Preliminary List of Required Permits through County EZOP system includes:

- Geotechnical (to be performed by others)
- Environmental private disposal system (to be performed by others)
- WQMP (to be performed by others)
- Building plans with SE, MPE & T-24 EZOP submittal
- Site Plan / Precise Grading permit (to be performed by others)
- Fire Sprinklers (optional task)

Task 2: Permit processing and Construction Phases

1. Budget sufficient hours to answer all questions related to obtaining County of San Bernardino Building and Safety permits.
2. 10 hours for review of contractor shop drawings, construction related questions and inspections.

SUBMITTAL REQUIREMENTS

The proposal is expected to be concise, direct and without excessive support material, such as general company information or extensive curriculum vitae. The following minimum information should be provided in each proposal and will be utilized in evaluating each proposal submitted:

- A. A brief summary of the firm's qualifications, including background and experience, focusing in particular with the firm's past undertaking of similar projects.
- B. The number of years the firm has been in business.
- C. Three (3) references with the name of the organization, job title, addresses and phone numbers. References should be for other similar public agencies for which the firm is currently or has previously provided compensation study services in the last five years.
- D. Describe your firm's understanding of the project. Indicate features, skills, and/or services which distinguish your firm and make it the better choice for the District. Indicate how the resources of your firm will be allocated for this project (e.g., number and type of personnel allocated by hours).
- E. A fee proposal. In preparing the fee proposal for this project, the Consultant shall take into consideration the following: compensation for services provided will be on a time and materials not to exceed amount. The Consultant's standard billing rates for all classifications of staff likely to be involved in the project shall be included with the fee proposal along with the markup rate for any non-labor expenses and subcontractors. The initial fee will be used in the negotiation of the final contract amount.
- F. The Consultant shall review the District's attached sample contract agreement and insurance requirements. The proposal shall specify that the Consultant will meet the insurance requirements and execute the contract if selected.
- G. The proposal is limited to ten (10) pages.

GENERAL CONDITIONS

Limitations

This Request for Proposal (RFP) does not commit Conservation District to award a contract, to pay any costs incurred in the preparation of the contract in response to this request, or to procure or contract for services or supplies. The Conservation District expressly reserves the right to reject any and all proposals or to waive any irregularity or information in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any firm proposing and of the suitability of the materials and/or services to be rendered. The Conservation District reserves the right to withdraw this RFP at any time without prior notice. Further, Conservation District reserves the right to modify the RFP schedule described above. The Conservation District shall retain its authority to provide direction to the project, monitor the progress and recommend acceptance of final submissions.

Consultant's Responsibilities

Execute the District's Professional Services Agreement. Maintain insurance at levels appropriated for the services being provided. Selected firms and/or individuals shall provide a certificate of coverage prior to the Conservation District issuing a notice to proceed. Conform to the District's Procurement Policy. Meet with District Staff and selected individuals to discuss the approach and method to proceed. Meet as needed with the General Manager, Administrative Staff, Managers, and selected individuals to review the progress of the work, to discuss any changes in direction or needed details, and in general to ensure that work is proceeding as required. The Conservation District shall make available to the selected Consultant all relevant plans, studies, reports or documents, as appropriate, for background information and research purposes.

The Consultant shall keep itself informed of all local, State and Federal laws and regulations, including but not limited to those pertaining to conflicts of interest, which in any manner affect those employed by it or in any way affect the performance of its duties under the scope of work. The Consultant shall at all times observe and comply with all such laws and regulations.

Selection Process

The Conservation District has the sole authority to select a Consultant or a team of Consultant for this project and reserves the right to reject any and all proposals. The Conservation District reserves the right to continue negotiations after submission of the proposals. The Conservation District reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing Consultant of the conditions contained in this request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Conservation District and the Consultant selected.

All submittals will become the property of the Conservation District. Information in responses will become public property and will be subject to applicable public records laws. The Conservation District reserves the right to make use of any information or ideas in the responses, regardless of whether a proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals.

RFP finalists will present oral presentations regarding their firms and any special expertise in the necessary areas. All finalists may be required to participate in negotiations and submit pricing, technical, or other revisions of their proposals as may result from negotiations. Conservation District also reserves the right to award the contract without discussion, based upon the initial proposals or negotiation. Accordingly, each initial proposal should be submitted on the most favorable terms to the Conservation District.

Evaluation Process and Criteria

Evaluation of proposals shall be based upon a competitive selection process. Review and evaluation of the submitted proposals will be based upon the following criteria:

- A. Experience on similar projects for small and specialized agencies and of similar scope and complexity
- B. Approach to the project and demonstrated project understanding
- C. Demonstrated ability to perform tasks efficiently and produce a cost-effective report that meets the needs and preferences of the District.
- D. Demonstrated success in preparing plans and constructing projects in the County of San Bernardino.
- E. A detailed and responsive cost proposal
- F. Any Exceptions to the Standard Terms and Conditions in the Services Agreement (attached)

RFP Addendum

Any changes to the RFP requirements will be made by written addenda by Conservation District and shall be considered part of the RFP. Upon issuance, such addenda shall be incorporated in the agreement documents and shall prevail over inconsistent provisions of earlier issued documentation.

Verbal Agreement

No prior, current, or post-award verbal conversations or agreement(s) with any officer, agent, or employee of Conservation District shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

Costs for Proposal Preparation and Pre-contractual Expenses

Pre-contractual expenses are defined as expenses incurred by applicants and the selected Consultant in:

- 1) Preparing proposals in response to this RFP
- 2) Submitting proposals to Conservation District
- 3) Negotiations with Conservation District on any matter related to proposals
- 4) Other expenses incurred by a Consultant or proposer prior to the date of award of any agreement.

In any event, the Conservation District shall not be liable for any pre-contractual expenses incurred by any applicant or selected Consultant. Applicants shall not include any such expenses as part of the price proposed in response to this RFP. Conservation District shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Signature

The proposal will also provide the following information: name, title, address, telephone number and email of the individual(s) with authority to bind the company and designated contact(s) during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the company and shall contain a statement to the effect that the proposal is a firm offer for at least a sixty (60) day period. Execution of the contract is expected about xxxx, 2020.

Term

The term of the agreement is expected to be 1 year.

Fiscal Limitation Clause

The Agreement may be terminated at the end of any fiscal year, June 30th, without further liability other than payment incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the agreement was intended.

Conflict Resolutions

All conflicts regarding construction and gate installation shall be resolved by a third party.

Payment Schedule

Fees for eligible services rendered shall be billed on a monthly or hourly basis. Payment will not be authorized for services rendered and/or expenses incurred prior to award. The Consultant(s) should forward a copy of all invoices for payment for work performed and associated expenses, by the fifteenth (15th) day of each month for prior month's work.

ATTACHMENTS

1. Location map
2. Preliminary Site Plan
3. Preliminary Floor Plan
4. Sample contract
5. Photographs of existing on-site maintenance building
6. SBVWCD standard agreement



**San Bernardino Valley
Water Conservation District**
Helping Nature Store Our Water

Memorandum No. 1762

To: Board of Directors
From: General Manager, Daniel Cozad
Date: February 10, 2021
Subject: 2nd Quarter Financials for 2020-2021

RECOMMENDATION

The Finance & Administration Committee recommends the Board approve the 2nd Quarter Financials for 2020-2021 as presented.

BACKGROUND

The Finance & Administration Committee met January 27, 2021 to review the Second Quarter Unaudited Financials. No changes were recommended.

DISCUSSION

Groundwater Council revenue is slightly under budget but payment from remaining participants is expected soon. Payment from the City of Redlands will be received if the City decides to become a GW Council member. Total groundwater revenue is anticipated to be in line with the budget. Redlands Plaza and Redlands Plaza CAM revenue is under budget due to payment plan because of the pandemic. Plunge Creek IRWMP Grant revenue has been invoiced and payment is expected sometime in the Spring. Expenses are as expected.

FISCAL IMPACT

There is no fiscal impact from reporting the financial status of the District.

POTENTIAL MOTIONS

1. Move approval of the Second Quarter Financials for FY 2020-2021 as presented.
2. Move to request this item be tabled and referred to Finance & Administration Committee for reconsideration of specific issues discussed.

ATTACHMENTS OR MATERIALS

2020-2021 2nd Quarter Rolled Up Budget Worksheet
SBVWCD Quarterly Investment Report

2ND QUARTER		2020-2021 Budget	Expended/Received to Date as of 12/31/20	Actual Over/Under Budget	Projected Annual Costs (7/1/20-6/30/21)	Notes	GENERAL FUND			GROUNDWATER RECHARGE ENTERPRISE		REDLANDS PLAZA & LEASED PROPERTY-MENTONE HOUSE		LAND RESOURCE		ACTIVE RECHARGE TRANSFER PROJECTS		WASH PLAN		BASIS:	
GL ACCT:	GL DESCRIPTION:						2020 BUDGET:	% BUDGET	BASIS:	2020 BUDGET:	% BUDGET		2020 BUDGET:	% BUDGET	2020 BUDGET:	% BUDGET	2020 BUDGET:	% BUDGET	2020 BUDGET:		% BUDGET
2020-2021 Budget																					
INCOME:																					
4012-15	INTEREST INCOME	581,614.43	32,540.40	-549,074.03	72,106.27	122,614.43			0.00		0.00		0.00			344,250.00		0.00			
4021-23	GROUNDWATER	1,129,721.79	566,894.21	-562,827.58	1,053,405.79	0.00			459,721.79		0.00		0.00			0.00		0.00			
4021	GROUNDWATER CHARGE-AG	128,045.00	44,630.01	-83,414.99	128,045.00	0.00			128,045.00	100.00%	0.00		0.00			0.00		0.00			
4023	GROUNDWATER CHARGE-NON AG	331,676.79	242,064.20	-89,612.59	381,676.79	0.00	Adjusted Ag Non-Ag per schedule		331,676.79	100.00%	0.00		0.00			0.00		0.00			
4024	GROUNDWATER COUNCIL REVENUE	670,000.00	280,200.00	-389,800.00	543,684.00	0.00			670,000.00	100.00%	0.00		0.00			0.00		0.00			
4031-34	MINING	634,000.00	447,387.02	-186,612.98	734,000.00	0.00			0.00		0.00		634,000.00			0.00		0.00			
4032	CEMEX - ROYALTY/LEASE	586,000.00	427,387.02	-158,612.98	686,000.00	0.00			0.00		0.00		586,000.00	100.00%		0.00		0.00			
4036,40,80	MISCELLANEOUS	100,000.00	16,868.43	-83,131.57	100,000.00	7,500.00			30,000.00		0.00		62,500.00			0.00		0.00			
4036	AGGREGATE MAINTENANCE	60,000.00	14,328.58	-45,671.42	60,000.00	0.00			0.00		0.00		60,000.00	100.00%		0.00		0.00			
4050	PROPERTY TAX	124,588.24	85,708.21	-38,880.03	124,588.24	124,588.24	100.00% +5%		0.00		0.00		0.00			0.00		0.00			
4055	SBVMWD LEASE AGREEMENT	423,344.11	415,202.87	-8,141.24	415,202.87	190,504.85	45.00% +1.4% CPI		232,839.26	55.00%	0.00		0.00	0.00%		0.00		0.00			
4062-66	RENTALS	234,263.92	80,022.53	-154,241.39	175,929.57	0.00			0.00		234,263.92		0.00			0.00		0.00			
4080	EXCHANGE PLAN	30,000.00	0.00	-30,000.00	30,000.00	0.00			30,000.00	100.00%	0.00		0.00			0.00		0.00			
4025	WASH PLAN REVENUE *Reserve CIP #5	220,000.00	338,322.91	118,322.91	430,572.91	0.00	Processing Complete		0.00		0.00		0.00			220,000.00		100.00%			
4086	PLUNGE CREEK IRWMP	200,000.00	11,378.12	-188,621.88	319,796.80	0.00	Per Plunge Creek Budget/schedule		0.00		0.00		200,000.00	100.00%		0.00		0.00			
	TOTAL INCOME:	3,790,032.48	1,994,324.70	-1,795,707.78	3,568,102.45	559,957.51			1,392,561.05		234,263.92		896,500.00			344,250.00		362,500.00			
EXPENSES:																					
5000	MISCELLANEOUS	4,000.00	4,281.93	281.93	4,281.93	4,000.00	100.00%	LAFCO Changes	0.00		0.00		0.00			0.00		0.00			
5100	PROFESSIONAL SERVICES	719,865.00	285,772.86	-434,092.14	719,770.00	102,230.50			137,070.80		16,173.25		301,890.45			0.00		162,500.00			
5120	MISC. PROFESSIONAL SERVICES	130,000.00	51,104.63	-78,895.37	130,000.00	39,000.00	30.00%	Includes GSC Support	27,300.00	21.00%	0.00	0.00%	63,700.00	49.00%		0.00		0.00			
5122	WASH PLAN PROFESSIONAL SERVICES	245,000.00	158,481.00	-86,519.00	245,000.00	0.00	Per Wash Plan Budget		0.00		0.00		0.00			0.00		245,000.00	100.00%	Per Wash Plan Budget	
52-53	FIELD OPERATIONS	191,306.36	50,859.86	-140,446.50	192,556.36	0.00			158,906.36		0.00		32,400.00			0.00		0.00			
5400	UTILITIES	31,069.82	13,583.46	-17,486.36	31,069.82	13,468.77			11,347.41		5,336.81		916.82			0.00		0.00			
6000	GENERAL ADMINISTRATION	302,506.64	97,917.41	-199,589.23	301,506.64	110,210.34			52,677.96		88,735.81		46,832.53			0.00		4,050.00			
6100	BENEFITS:	489,815.11	207,440.61	-282,374.50	429,971.82	63,675.96			276,100.99		24,542.31		61,355.78			128,847.13		42,949.04			
6160	PAYROLL TAXES - EMPLOYER	81,796.00	26,829.93	-54,966.07	81,796.00	10,633.48	13.00%	Consolidated costs 2014	44,906.00	45.00%	3,991.64	4.00%	9,979.11	10.00%		20,956.13	21%	6,985.38	7.00%		
6170	PERS RETIREMENT	235,124.31	132,174.48	-102,949.83	235,124.31	30,566.16	13.00%	Noticed Increase	129,083.24	45.00%	11,474.07	4.00%	28,685.17	10.00%		60,238.85	21%	20,079.62	7.00%		
6170.01	PERS EMPLOYEE CONTRIBUTION	-44,054.08	-51,948.68	-7,894.60	-103,897.36	-5,727.03	13.00%	Overhead Offset 20%	-19,824.33	45.00%	-1,762.16	4.00%	-4,405.41	10.00%		-9,251.36	21%	-3,083.79	7.00%		
	SALARIES:																				
6200	SALARIES	1,141,880.19	511,711.62	-630,168.57	1,141,880.19	139,363.56			618,269.36		55,178.37		138,426.30			305,424.36		105,771.90			
6300	INSURANCE	36,700.00	44,960.86	8,260.86	36,700.00	1,835.00			27,525.00		5,505.00		1,835.00			0.00		0.00			
6400	DIRECTOR'S EXPENSES	214,361.31	23,874.60	-190,486.71	207,361.31	214,361.31	100.00%	5% increase option included	0.00		0.00		0.00			0.00		0.00			
6500	ADMINISTRATIVE/STAFF EXPENSES	16,335.00	3,387.79	-12,947.21	11,585.00	7,225.75			5,437.25		0.00		3,422.00			250.00		0.00			
8010	Capital Reserve GWE/Rate Stabilization	0.00	0.00	0.00	0.00	0.00	0.00%		0.00	100.00%	0.00		0.00			0.00		0.00			
	TOTAL EXPENSES:	3,836,839.42	1,402,272.00	-2,434,567.42	3,765,683.07	656,371.19			1,395,335.13		215,471.55		903,078.88			434,521.49		560,270.94			
	Operating Revenue	3,790,032.48	1,994,324.70	-1,795,707.78	3,568,102.45	559,957.51			1,392,561.05		234,263.92		896,500.00			344,250.00		362,500.00			
	NET OPERATING REVENUE	-46,806.94	592,052.70	638,859.64		-96,413.68			-2,774.08		18,792.37		-6,578.88			-90,271.49		-197,770.94			Significant Carryover
	OVERHEAD					-106,061.73															From Prior year
	NET GENERAL FUND ANNUAL					-202,475.41															

2ND QUARTER		2020-2021 Budget	Expended/Received to Date as of 12/31/20	Actual Over/Under Budget	Projected Annual Costs (7/1/20-6/30/21)	Notes	GENERAL FUND			GROUNDWATER RECHARGE ENTERPRISE		REDLANDS PLAZA & LEASED PROPERTY-MENTONE HOUSE		LAND RESOURCE		ACTIVE RECHARGE TRANSFER PROJECTS		WASH PLAN		BASIS:
GL ACCT:	GL DESCRIPTION:						2020 BUDGET:	% BUDGET	BASIS:	2020 BUDGET:	% BUDGET	2020 BUDGET:	% BUDGET	2020 BUDGET:	% BUDGET	2020 BUDGET:	% BUDGET	2020 BUDGET:	% BUDGET	
2020-2021 Budget																				
Multiyear Capital projects						<i>Cost-To-Date</i>														
7010	MATERIALS	12,000.00	0.00	-12,000.00	12,000.00				6,000.00	50.00%	0.00		6,000.00	50.00%	0.00		0.00		0.00	
7055	PLUNGE CREEK PROJECT CIP #2	500,000.00	423,706.51	-76,293.49	500,000.00	0.00		Net of Grant Funds \$710 K Total	200,000.00	40.00%	0.00		300,000.00	60.00%	0.00		0.00		0.00	
LAND & BUILDINGS																				
7100	CAPITAL REPAIRS	807,000.00	22,722.32	-784,277.68	829,722.32	0.00			500,000.00		0.00		282,000.00		0.00		0.00		0.00	
7110	PROPERTY - CAPITAL REPAIRS	315,000.00	0.00	-315,000.00	315,000.00	0.00			170,000.00		0.00		145,000.00		0.00		0.00		0.00	
7120	PROPERTY - LAND PURCHASE	0.00	22,722.32	22,722.32	22,722.32	0.00			0.00	60.00%	0.00	0.00%	0.00		0.00		0.00		0.00	
7130	MENTONE PROPERTY (HOUSE) CAPITAL R	25,000.00	0.00	-25,000.00	25,000.00	0.00			0.00		25,000.00	100.00%	0.00		0.00		0.00		0.00	
7140	MENTONE PROPERTY (SHOP) CIP #3	330,000.00	0.00	-330,000.00	330,000.00	0.00	Per Operations Committ		330,000.00	100.00%	0.00		0.00		0.00		0.00		0.00	
7160	MENTONE PROPERTY CIP #9 #12	137,000.00	0.00	-137,000.00	137,000.00	0.00				100.00%	0.00		137,000.00	100.00%	0.00		0.00		0.00	
EQUIPMENT & VEHICLES																				
7200	EQUIPMENT & VEHICLES	89,000.00	56,363.95	-32,636.05	89,000.00	7,250.00			62,250.00	91.70%	0.00		18,500.00		0.00		0.00		1,000.00	
7150	MILL CREEK DIVERSION PROJECT CIP #1	1,100,000.00	0.00	-1,100,000.00	1,100,000.00	0.00	172,997.75	MultiYear Total comitment \$750K	1,100,000.00	100.00%	0.00		0.00	0.00%	0.00		0.00		0.00	
7438	ENGINEERING SERVICES-OTHER	125,000.00	0.00	-125,000.00	125,000.00	0.00		CIP #4 and #7 Partial	20,000.00	16.00%	0.00		87,500.00	70.00%	17,500.00	14%	0.00		0.00	
CAPITAL EXPENSE		3,133,000.00	502,792.78	-2,630,207.22	3,155,722.32	7,250.00			1,888,250.00		25,000.00		694,000.00		517,500.00		1,000.00			
CAPITAL REVENUE		444,000.00				0.00			108,000.00		20,000.00		316,000.00				0.00			
CAPITAL SUBTOTAL ANNUAL NET		-2,171,500.00				-7,250.00			-1,780,250.00		-5,000.00		-378,000.00				-1,000.00			
RESERVE CONTRIBUTION OR (-USE)		-2,218,306.94		-2,562,307	TOTAL	-209,725.41			-1,783,024.08	o Capital Pr	13,792.37		-384,578.88				-198,770.94			

San Bernardino Valley Water Conservation District

Quarterly Investment Report

Investment Instruments	Beginning Balance as of Jul 1, 2020	2nd Quarter Balance ending Dec 31, 2020	Yield	Cumulative Unrealized Gain (Loss)
<u>Pooled Money Investment Accounts</u>				
LAIF	\$ 128,186.22	\$ 429,474.46	0.35%	\$ -
CalTRUST Short-Term Fund	\$ 3,213,064.41	\$ 3,220,941.57	0.34%	\$ -
<u>Investment Accounts</u>				
UBS Financial Services				
CDs	\$ 1,713,551.94	\$ 1,004,617.31	2.83%	\$ 29,753.65
Cash Dep Acct	\$ 211,763.88	\$ -		
California Credit Union				
24 Mo. CD cashed out	\$ 257,565.81	\$ -		
CAMP				
Investment Pool	\$ 18,725,746.48	\$ 18,747,615.29	0.23%	
<u>OPEB-Other Postemployment Benefits</u>				
CERBT-CA Employers' Retiree Benefit Trust	\$ 502,075.68	\$ 599,901.65	5.20%	\$ 85,967.02
TOTAL	\$ 24,751,954.42	\$ 24,002,550.28		\$ 115,720.67

Net Change **\$ (749,404.14)**
-3.12%

Banking Institutions	Beginning Balance as of July 1, 2020	4th Quarter Balance ending Dec 31, 2020
Citizen's Business Bank	\$ 904,184.54	\$ 1,142,617.15
Matured UBS Bank CD in transit to CBB		\$ 256,146.35
Cash and Cash Equivalents	\$ 904,184.54	\$ 1,398,763.50
Change in Value		\$ 494,578.96

Description	NAV	Annual Yield	Average Maturity	Shares
LAIF	N/A	1.17%		
CalTrust Short-Term Fund	\$10.10	1.09%	.76 years (277.4 days)	318,905.106
CERBT	\$20.83			28,795.870
UBS-CD's	see below			

UBS Investments

Certificates of Deposit (CDs)	Price	Rate	Maturity	Shares	Purchase Price	Market Value as of 12/31/20	CD Length
1. Ally Bank UT US RT fixed rate CD (ZVIBY)	\$1.000	3.20%	12/13/2021	245,000	\$245,000.00	\$252,362.25	3 yr
2. UBS BK USA SALT LA UT US fixed rate CD (Cusip: 90348JLY4)	\$1.000	2.45%	6/21/2021	245,000	\$245,000.00	\$247,805.25	2 yr
3. American Express Natl UT US fixed rate CD (Cusip: 02589AAD4)	\$1.028	3.00%	6/19/2021	245,000	\$245,000.00	\$248,466.75	3 yr
4. Capital One NA VA US fixed rate CD (Cusip: 14042RKF7)	\$1.000	2.00%	11/16/2020	200,000	\$200,000.00	\$0.00	3 yr
5. Discover BK GREENW DE US fixed rate CD (Cusip: 254673JS6)	\$1.005	2.20%	12/28/2020	245,000	\$245,000.00	\$0.00	3 yr
6. Morgan Stanley Bank UT fixed rate CD (Cusip: 61690UEV8)	\$1.000	2.80%	2/28/2022	245,000	\$245,000.00	\$252,808.15	3 yr
Average	\$1.01	2.61%	Total Interest Withdrawals	\$0.00		\$3,174.91	accrued interest
					TOTAL	\$1,425,000.00	\$1,004,617.31



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1763

To: Board of Directors

From: Assistant Engineer, Katelyn Scholte

Date: February 10, 2021

Subject: Draft 2021 Engineering Investigation Report

RECOMMENDATION

Receive and file Staff's presentation, provide any comments or changes to the Engineering Investigation (EI Report).

BACKGROUND

Over five years ago, Staff prepared the first EI Report Plan after receiving considerable input and discussion with the BTAC and other parties in the Basin. Recently, Staff has updated the plan to incorporate changes and revisions that were identified from the production of the EI Report in 2020.

Staff developed the 2021 EI Report in accordance with the updated EI plan approved by the Board last year. Staff posted the Draft EI Report and will present the report to the Board in the meeting. The next BTAC meeting will be in April and staff will offer a presentation if the BTAC is interested.

DISCUSSION

Generally, the EI Report process was very similar to prior years. Data for well location was requested and Katelyn Scholte verified locations of wells to improve accuracy and mapping quality. This year when mapping we had locations for more than 200 wells giving a more accurate representation of the ground water elevation. Staff has not received any changes since posting, however that is very recent. Virtually all requested well levels were reported. SBVMWD will again run their model for the basin with our data to compare with the EI Report and results will be reported when complete.

The 2021 EI Report indicates precipitation was higher for the water year and for the calendar year. This year precipitation was approximately 104% of normal primarily due to precipitation in the mountains with the valley being drier. The EI shows a general drop in basin water levels from the elevations from the prior year, however some of that drop was due to high levels of recharge the prior years. The Lytle Creek areas increased approximately 2 feet; and most other areas of the basin have decreased between 1 and 35 feet due to a decrease in the quantity of native and State Water Project water recharged. 6,900AF of State Project Water was available for recharge in the basin in 2020. This decreased availability of imported water for groundwater recharge and average precipitation caused a decline in water levels resulting in a decrease

of about 68,000 AF for the Bunker Hill Basin. Groundwater production was approximately the same for the previous period with 78,000 AF within SBVWCD boundaries and 154,000 AF within the Bunker Hill Basin boundary was used.

The EI Report with appendices is available on the District's website <http://www.sbvxcd.org/reports-and-data/engineering-investigation.html>. Limited copies of the EI Report will be produced with primary distribution by Adobe Acrobat file. Staff will provide a copy for any Board member who requests them.

FISCAL IMPACT

The EI Report preparation alone does not have a significant fiscal impact. Costs to produce the 2020 EI are similar to the last few years and lower than the past due to the exclusive use of in-house staff for data acquisition, management, analysis, and document preparation. This represents a savings to the Groundwater Enterprise and to the District. A primary purpose of the report is to provide the basis for the Groundwater Charge in compliance with Water Code §75523. The budget for the Groundwater Enterprise covers the cost for the EI Report.

**Engineering Investigation
of the
Bunker Hill Basin
2019–2020**



Prepared By:



**San Bernardino Valley
Water Conservation District**

Reclaim Nature. Save Our Water.

February 4, 2021

Engineering Investigation of the Bunker Hill Basin

2019 – 2020

February 10, 2021

Presentation of Findings
SBVWCD Board of Directors & BTAC

Based on Data Received through February 2, 2021

Purpose of EI

Article 1, Section 75560 of the California Water Code requires that a Water Conservation District proposing to levy a ground water charge “...shall annually cause to be made an engineering investigation and report upon ground water conditions of the District.”

Beyond this it has value as an independent statement of the status of the basin

Planning and Production

- Plan approved by the SBVWCD Board
- Requested data from entities and other data sources
- Prepared report analysis with the 2005 basis as we did in 2019
- Calculated values and produced charts, maps graphics and report
- Review comments will be incorporated into final report

Who Worked on the EI

- Katelyn Scholte: Data Management, Calculations, Draft Report, Maps, and Draft Preparation
- Erwin Fogerson and Daniel Cozad: Project Management and Review
- Basin Producers: Well Elevation and Production

Collaborators and Data Needs

Agencies Involved :

- City of Colton
- City of Loma Linda
- City of Redlands
- City of Rialto
- City of Riverside
- City of San Bernardino
- Cooperative Well Program
- East Valley Water District
- Fontana Water Company
- Loma Linda University
- Meeks and Daley Water Company
- Riverside Highland Water Company
- San Bernardino Valley Municipal Water District
- Southern California Edison
- United States Geological Survey
- West Valley Water District

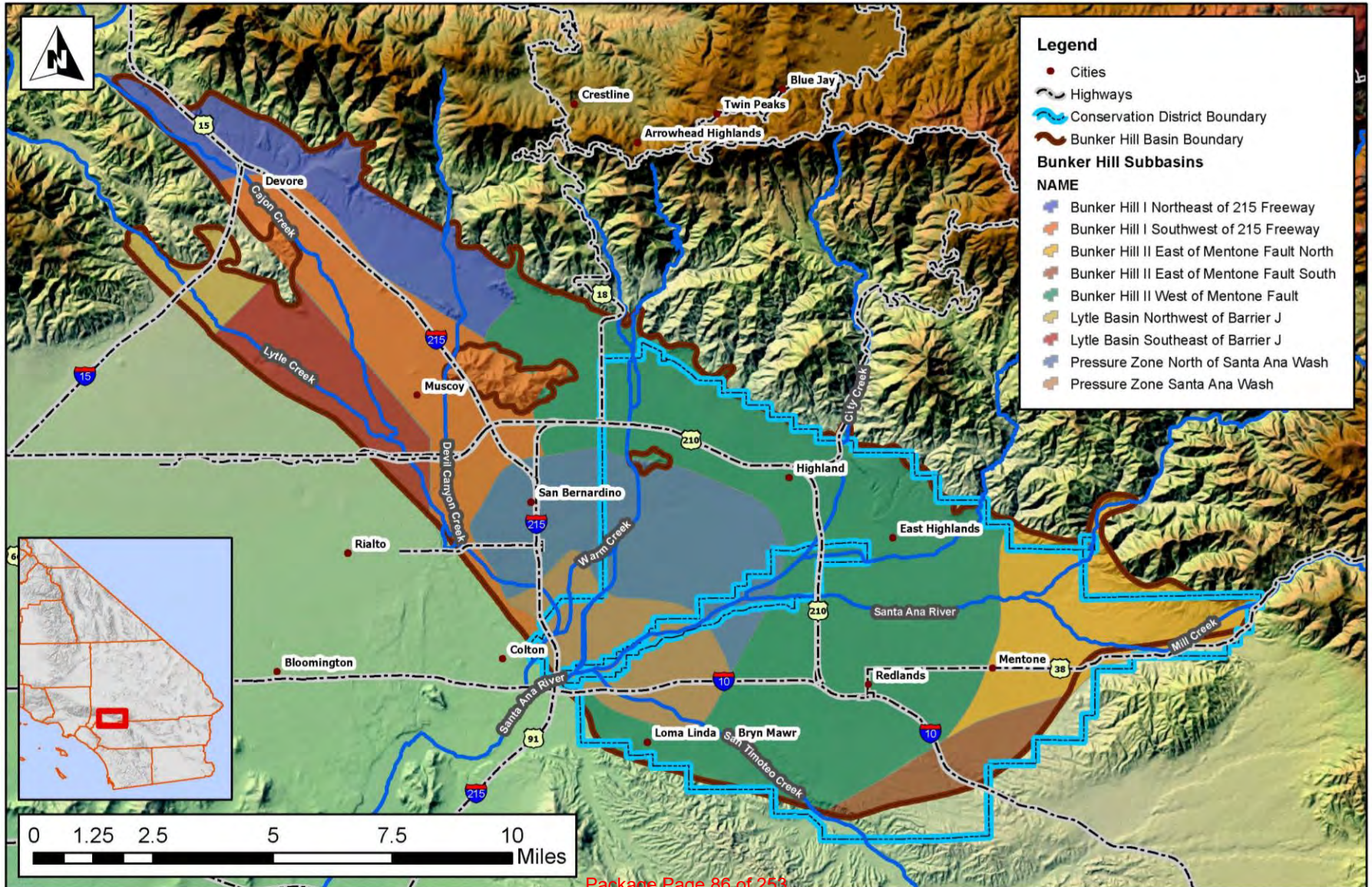
Data Provided:

Well Elevations
Well Production
Water Quality Data
GIS Locations
Precipitation Data
Gaging Station Data
Diversion Data

Steps Involved to Creating the EI

- **Request Production and Water Level Data**
- **Enter Data into Database and Appendices**
- **Perform Quality Control and cross checks**
- **Perform Analysis by Groundwater Basin**
- **Calculate Task answers**
- **Generate maps**
- **Prepare or update report text**
- **Present to Board and Basin Producers**

Bunker Hill Sub-Basins



Task 1: Analysis Methodology

- Current Year's Level From The Previous Water Elevation Levels' Values Yielded A Positive Value.

$$\text{Groundwater Levels in 2020} - \text{Groundwater Level 2019} = \text{Change in storage}$$



**-67,875 acre-ft
(decrease)**

Year	Task 1	Year	Task 1	Year	Task 1	Year	Task 1
04-05	223,800	08-09	-35,600	12-13	-129,945	16-17	43,625
05-06	-62,400	09-10	56,977	13-14	-91,555	17-18	-47,788
06-07	-113,900	10-11	116,020	14-15	-47,570	18-19	152,408
07-08	-2,600	11-12	-89,775	15-16	16,820	19-20	-67,875

Task 1: Annual Change in Storage

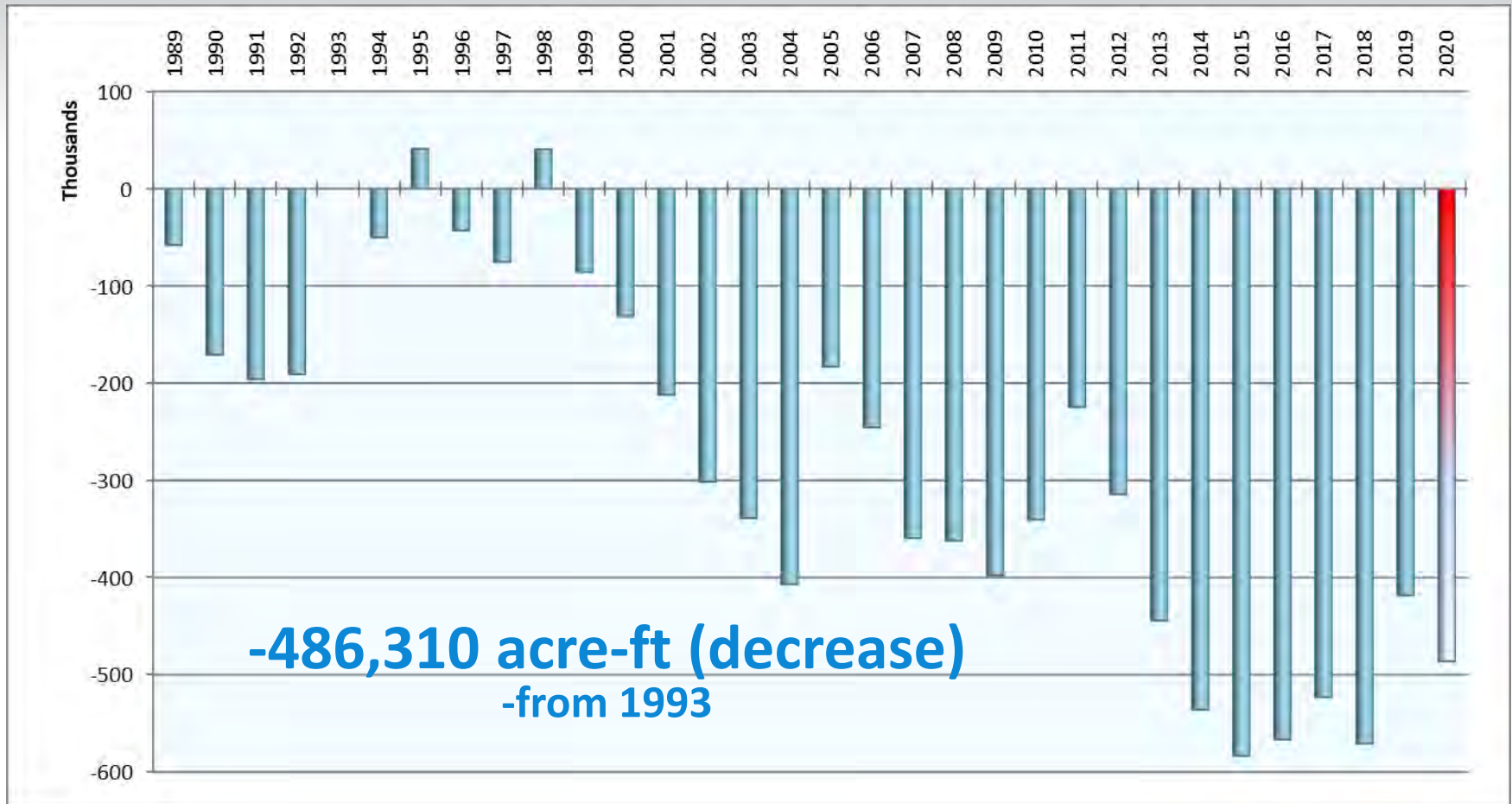
-67,875 acre-ft (decrease)

"storage properties"

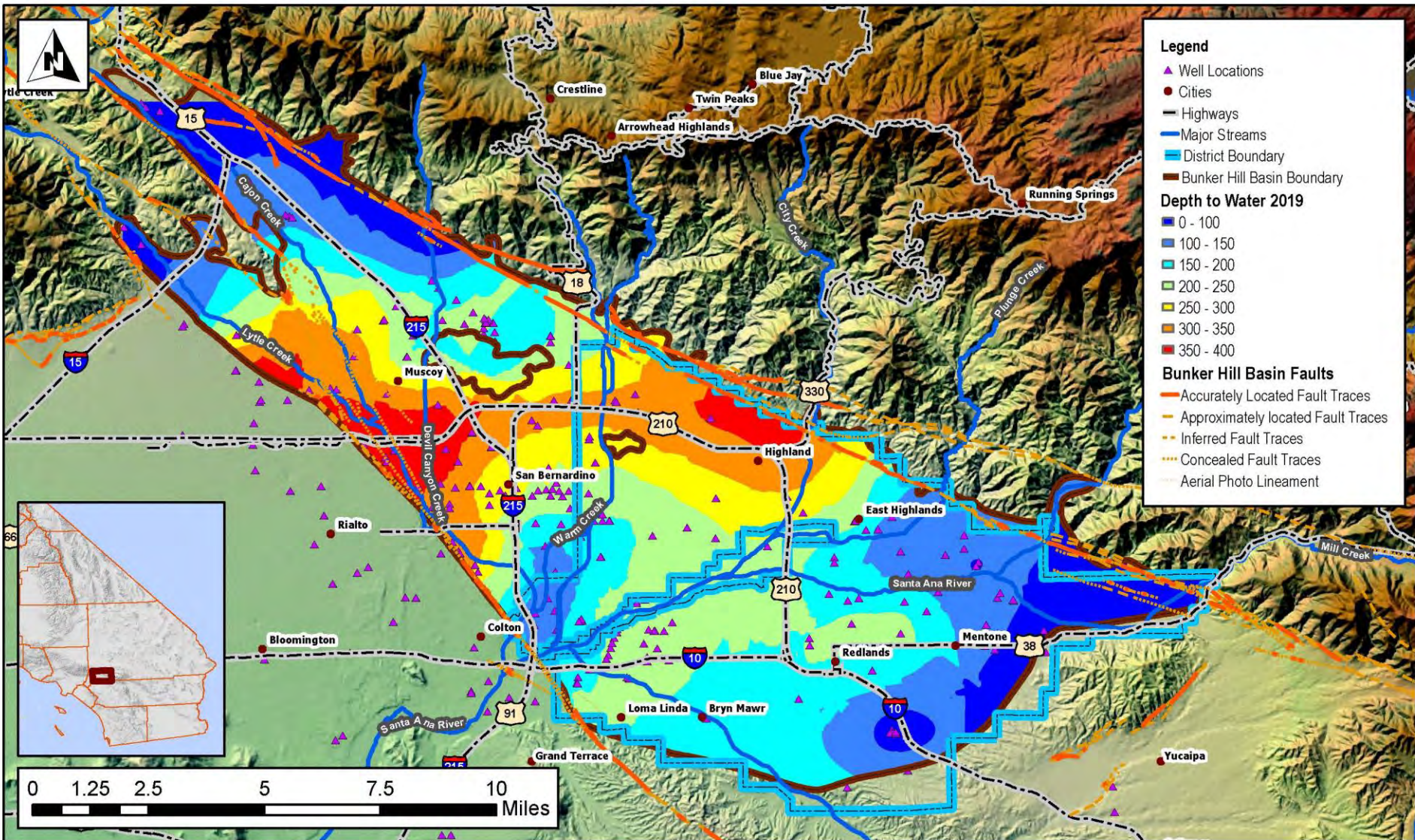
Sub-area	[1] Annual Change in Water Level 2020 [ft]	[2] Area [acres]	[3] Storativity (S)	[4] Annual Change in Storage** [acre-ft]
Bunker Hill I - Northeast of 215 Freeway	-8.8	7,795	0.11	-7,558
Bunker Hill I - Southwest of 215 Freeway	-6.0	11,714	0.09	-6,275
Bunker Hill II - West of Mentone Fault	-5.2	35,206	0.06	-10,915
Bunker Hill II - East of Mentone Fault, North	-35.0	8,584	0.13	-39,039
Bunker Hill II - East of Mentone Fault, South	-0.7	2,507	0.13	-233
Lytle Basin - Northwest of Barrier J	2.3	1,924	0.13	584
Lytle Basin - Southeast of Barrier J	3.3	5,237	0.07	1,214
Pressure Zone - North of Santa Ana Wash	-15.6	11,920	0.02	-3,708
Pressure Zone - Santa Ana Wash	-14.5	6,686	0.02	-1,945
Total =				-67,875

From Appendix A

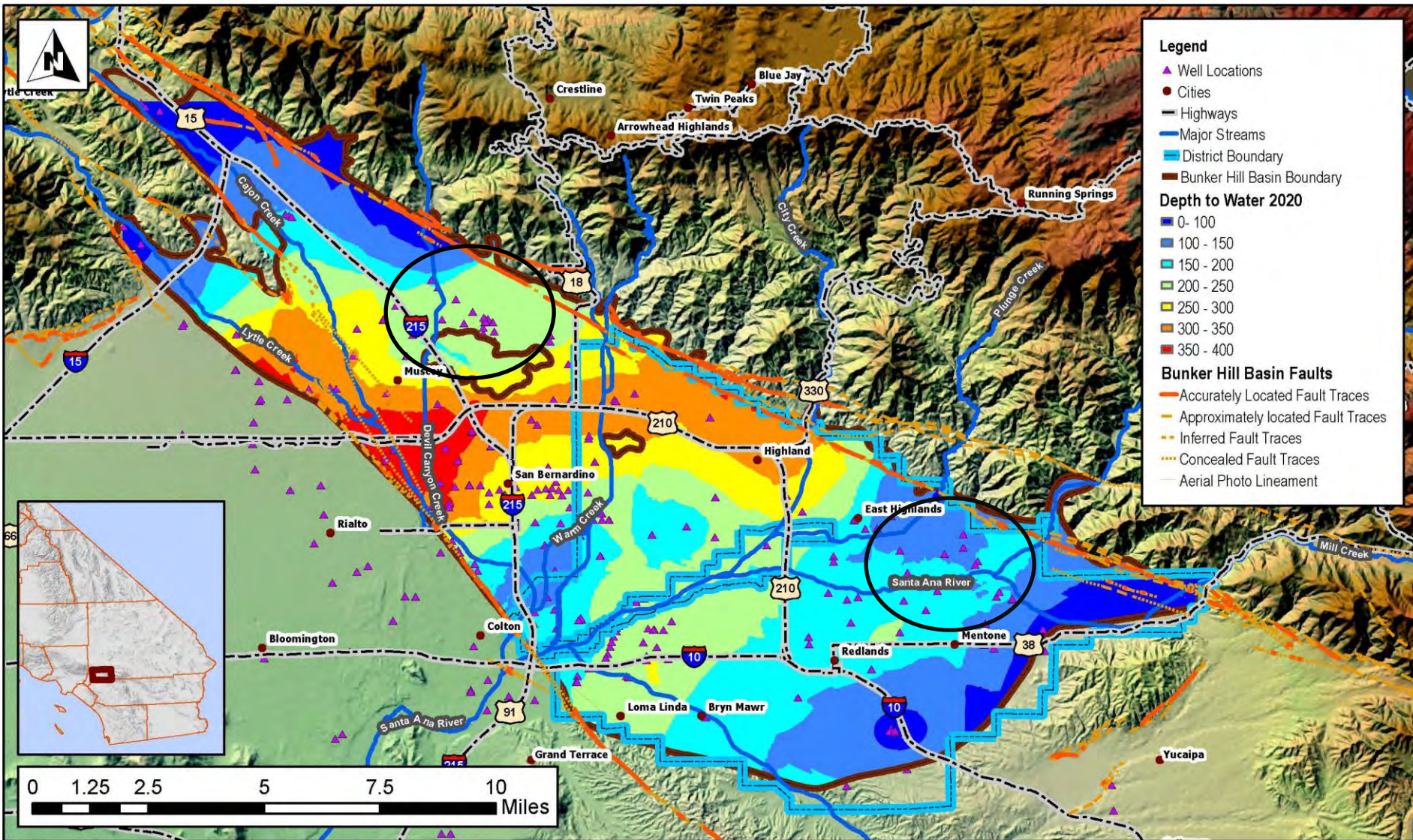
Task 2: Accumulated Change in Storage in the Bunker Hill Basin



Water Elevations 2019

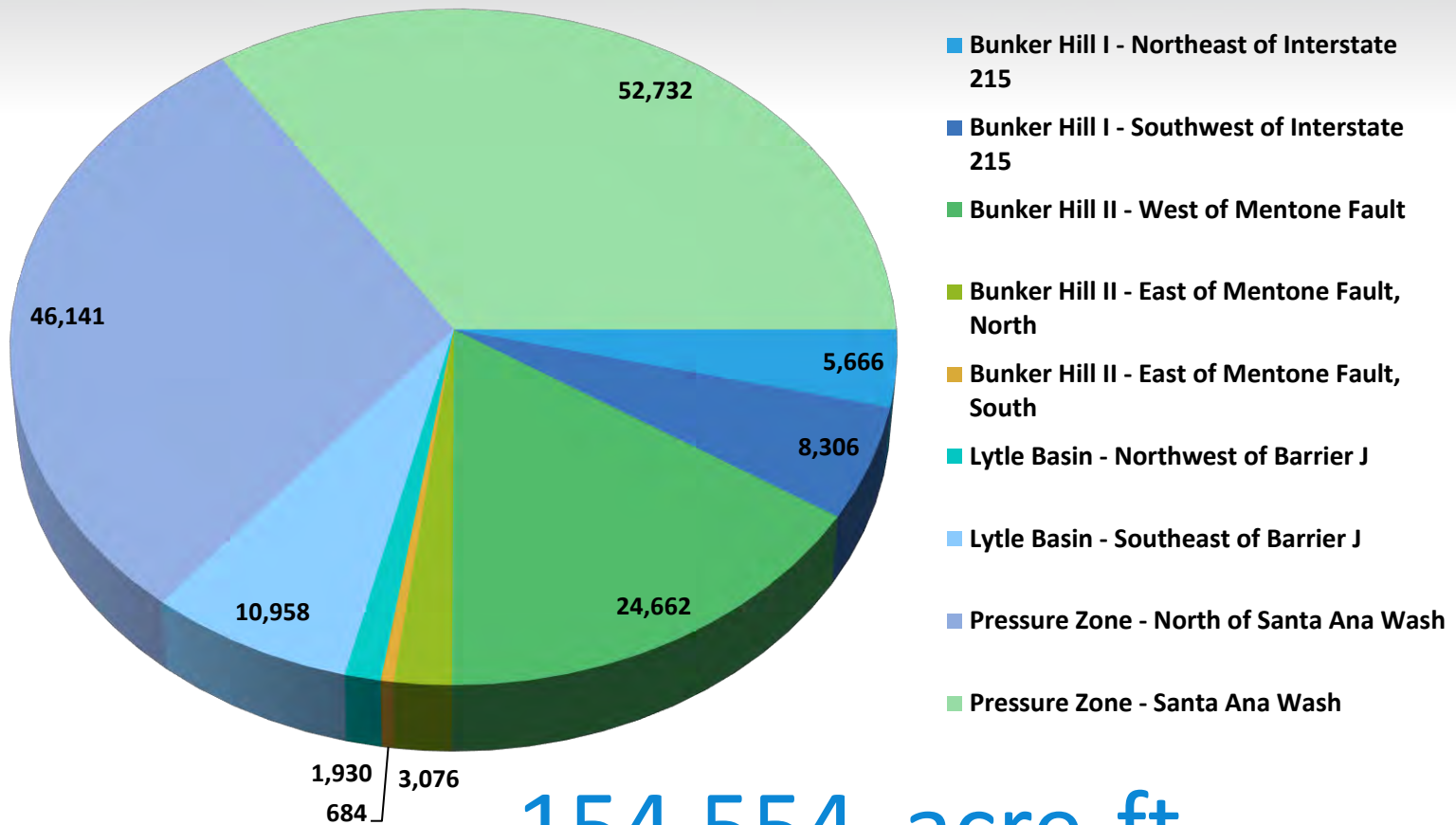


Water Elevations 2020



Task 3: Groundwater Production from the Bunker Hill Basin

Basin Production (Acre Feet)



154,554 acre-ft

157,354 acre-ft (2018-2019)

Task 4: Estimated Annual Change in Storage

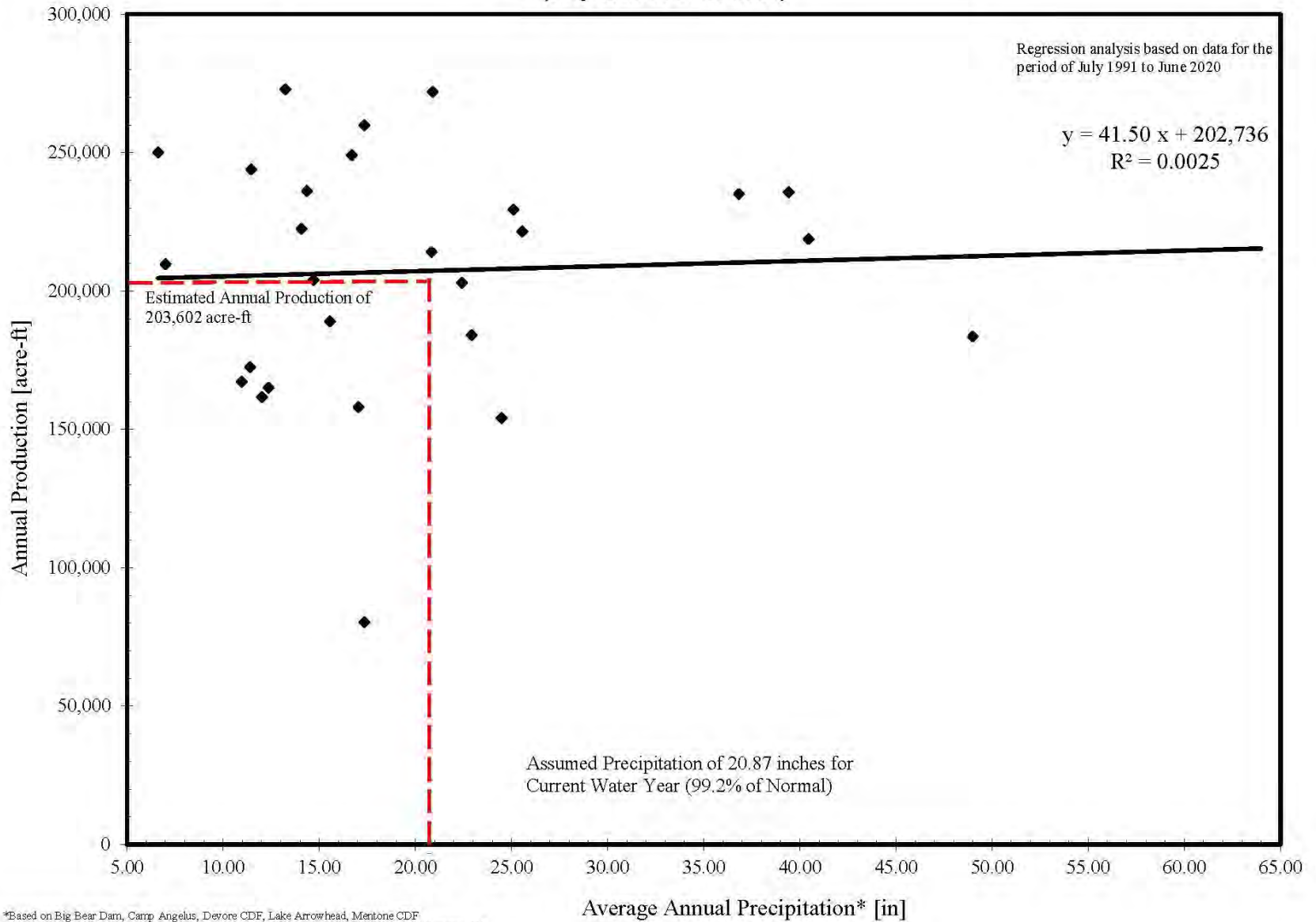
Current Year (July 1, 2020- June 30, 2021)

-5,623 acre-ft (decrease)

27,658 acre-ft (2019-2020)

Estimate of Production for Current Water Year

(July 2020 to June 2021)



*Based on Big Bear Dam, Camp Angelus, Devore CDF, Lake Arrowhead, Mentone CDF, Redlands Country Club, San Bernardino County Hospital, Santa Ana Powerhouse #3, and Yucaipa CDF

Task 5: Estimated Annual Change in Storage

Ensuing Water Year
(July 1, 2021 – June 2022)

100% of Average

-4,219 acre-ft (decrease)

-5,973 acre-ft (2019-2020)

50% of Average

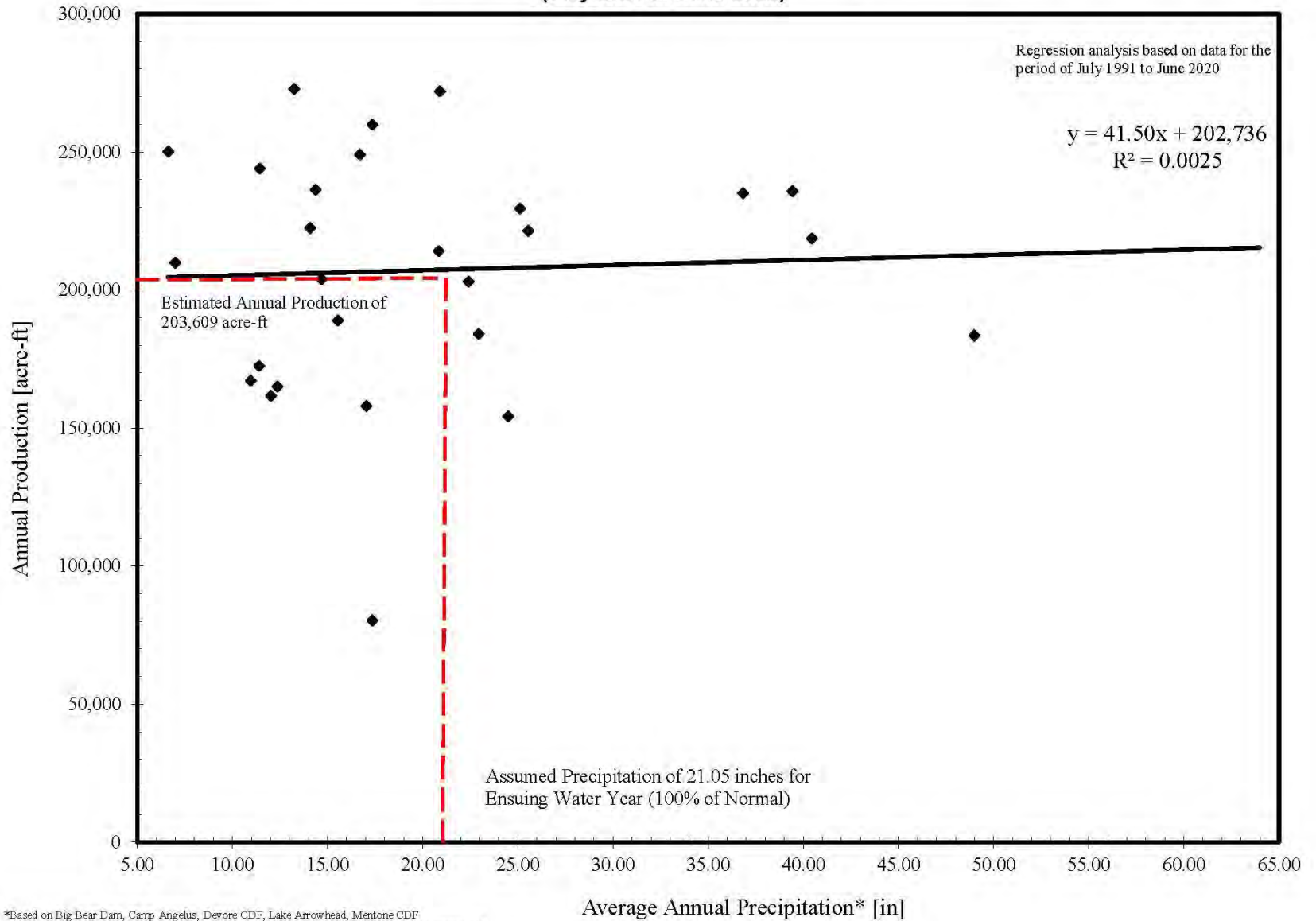
-87,845 acre-ft (decrease)

150% of Average

+79,406 acre-ft (increase)

Estimate of Production for Ensuing Water Year

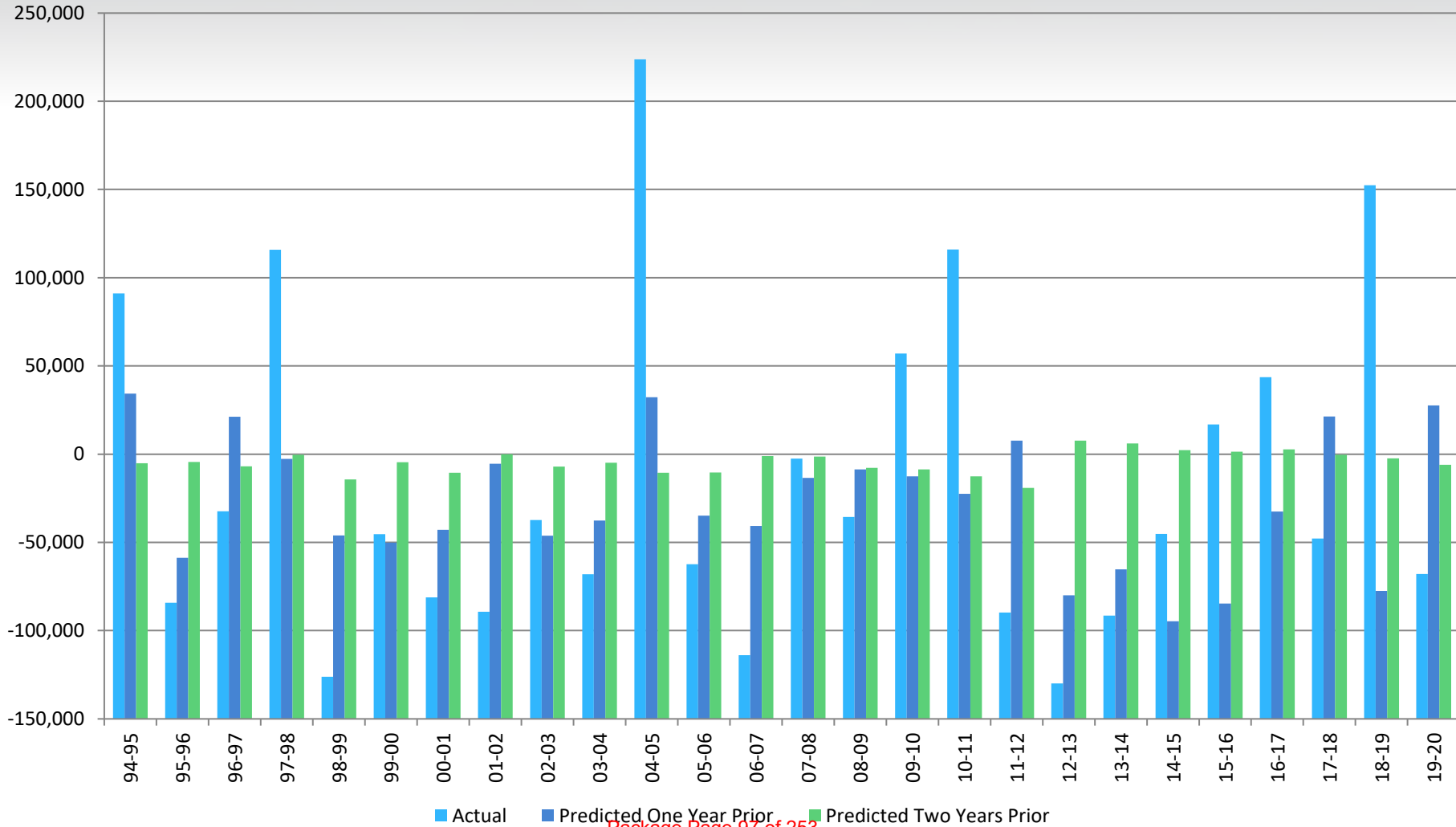
(July 2021 to June 2022)



*Based on Big Bear Dam, Camp Angelus, Devore CDF, Lake Arrowhead, Mantone CDF, Redlands Country Club, San Bernardino County Hospital, Santa Ana Powerhouse #3, and Yucaipa CDF.

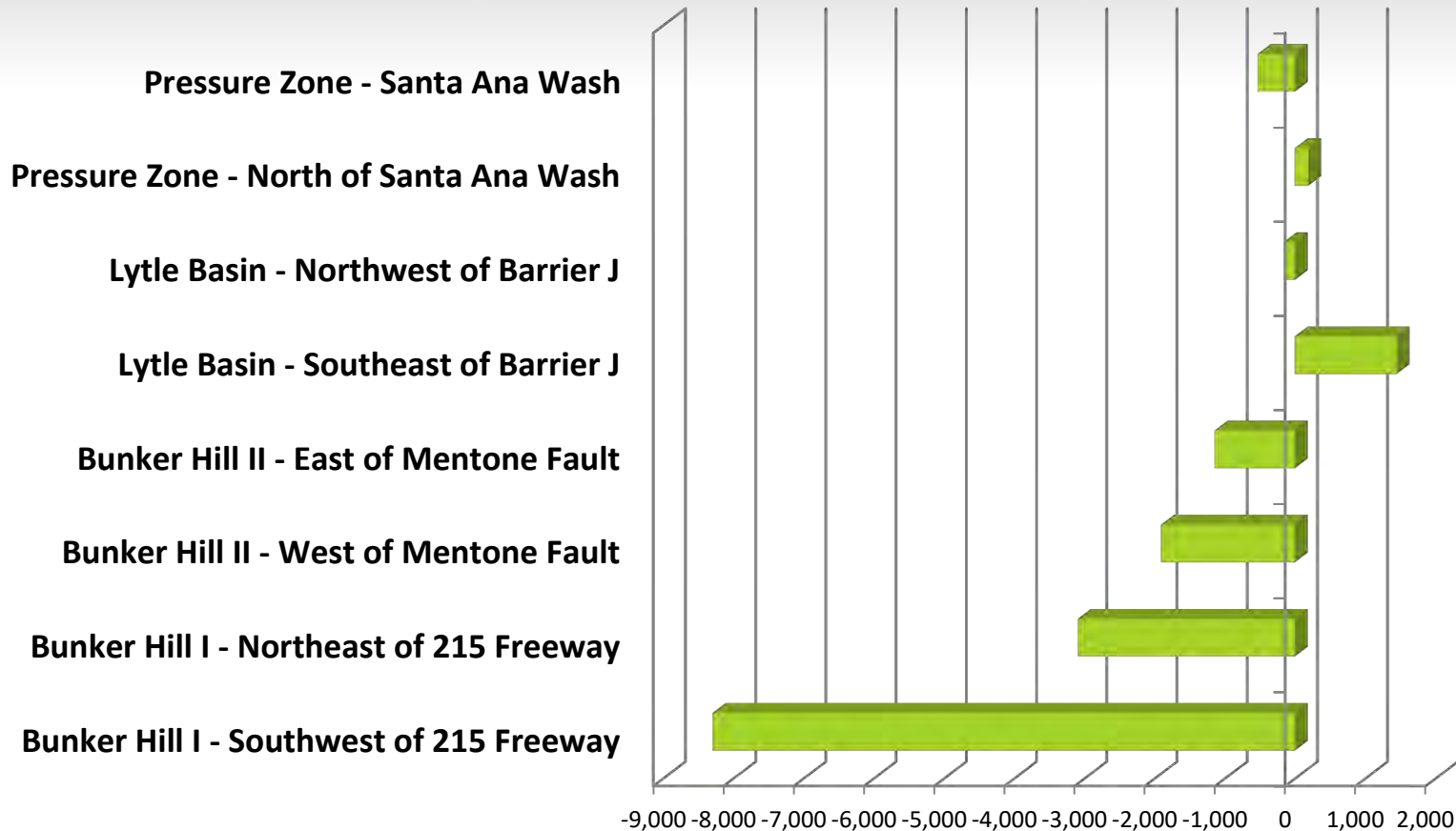
Change in Storage Prediction

Change in Storage Prediction Accuracy



Task 6: Average Annual Change in Storage

Average Annual
Change in Storage over 10 years in acre-ft



-13,477 acre-ft (decrease)

-3,407 acre-ft (decrease) (2020)

Task 7: Estimated Production from District Boundaries

Ensuing Water Year (2021-2022)

11,569 acre-ft (historically agricultural)

11,207 acre-ft (ag, previous)

91,135 acre-ft (non-agricultural)

86,772 acre-ft (non-ag, previous)

Task 8: Estimated Surface Diversion from Basin and District

Ensuing Water Year (2021-2022)

79,655 acre-ft (Basin)

79,857 acre-ft (Basin/2019-2020)

56,307 acre-ft (District)

56,415 acre-ft (District/2019-2020)

Task 9: Estimated Replenishment Required for Constant Storage

(Ensuing Water Year)

- Indicates the groundwater replenishment from all sources, including natural recharge, required so that **no net change occurs in groundwater storage for the ensuing water year.**
- Replenishment = Production – Surface Diversions + Change in Storage

Task 9: Estimated Replenishment Required for Constant Storage

**July 1, 2021 – June 30, 2022
(Ensuing Water Year)**

128,173 acre-ft (Basin)

127,462 acre-ft (Basin/2019-2020)

106,923 acre-ft (District)

99,902 acre-ft (District/2019-2020)

Task 9: Replenishment Required to Reach the 1993 “Full” Level

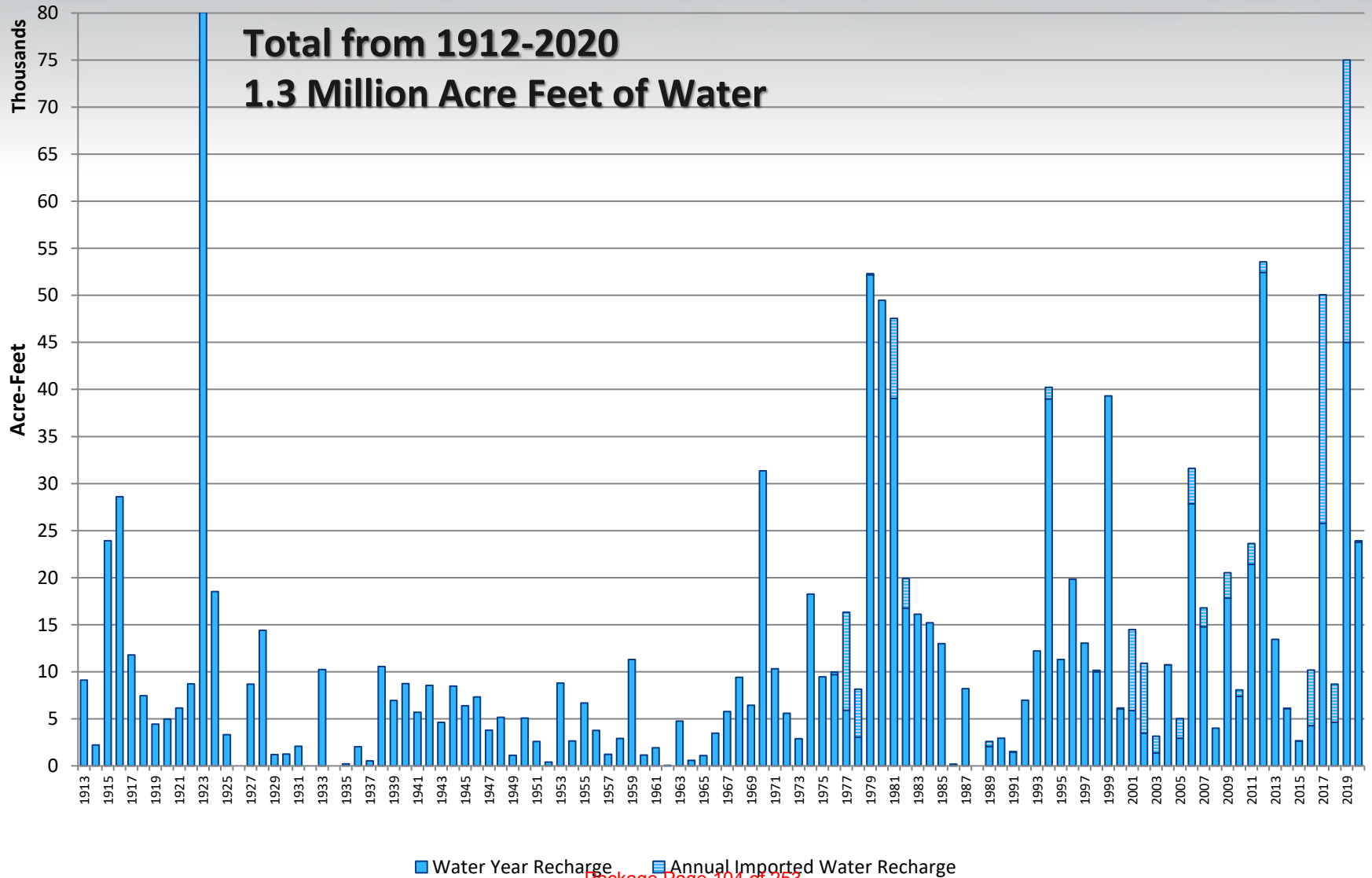
(Ensuing Water Year)

619,981 acre-ft

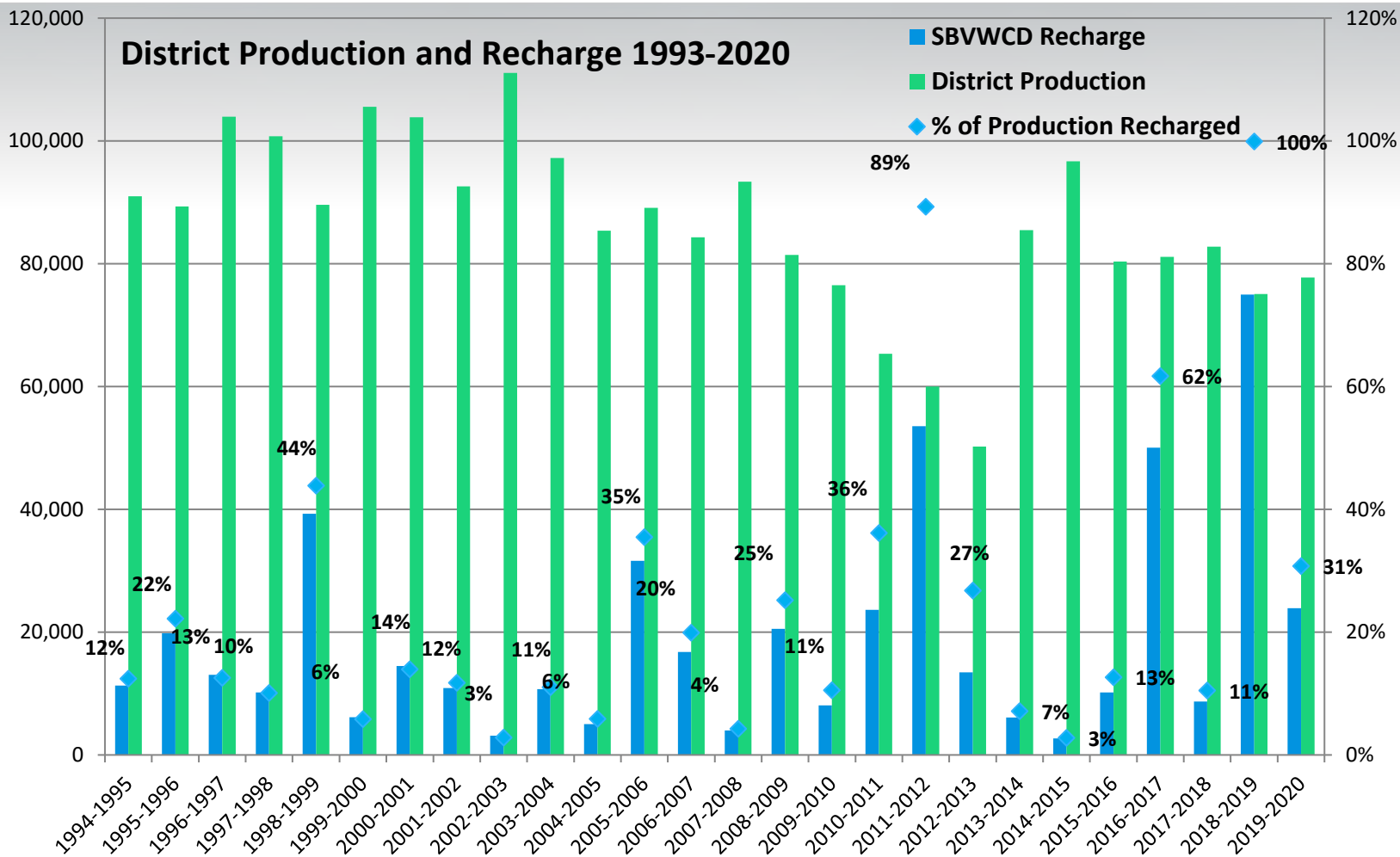
518,114 acre-ft (2019-2020)

Sum of the preceding year accumulated change in storage (Task 2), the current year annual change in storage (Task 4), and the ensuing year replenishment figure (Task 9).

Acre Feet of Native and Imported Water Recharged to the Bunker Hill Basin by the District



Acre Feet of Conserved Water Recharge to the Bunker Hill Basin



Average 1995-2020 - 22%
 5 year rolling average - 42%

Also Timing Requires Rate Setting

- The EI is a Requirement for Rate Setting
- Rate Setting based on Draft Budget
- Preliminary review of the budget February 10
- Present options of rate changes to Board
- Advertise and Notice a Rate
- Work with all to find the right rate
- Public Meeting – April 14, 2021
- Public Hearing – April 28, 2021

Groundwater Council Proposal

2021-2022 SBVWCD Groundwater Enterprise Budget

Groundwater Charge (5% increase)	\$667,342
Groundwater Council SBVWCD	\$624,000 GC
Groundwater Council (San Bernardino County Flood up to)	\$79,615 Pass through
SBVMWD Lease and Exchange Plan	\$264,070
	\$1,475,798

Potential Rate Options

Attachment A Preliminary Groundwater Charge Revenue Estimates

GWA	Date	Total Prod	Rate(s)	GW Charge	GW Council	Total Rev
48	2017	35,878	\$3.23/\$11.62	\$378,627		\$378,627
49	2017.5	47,832	\$3.36/\$12.08	\$523,894		\$523,894
50	2018	33,131	\$3.36/\$12.08	\$361,838		\$361,838
51	2018.5	29,464	\$6.51/\$12.56	\$332,561	\$240,689	\$573,250
52	2019	18,644	\$6.51/\$12.56	\$215,449	\$240,689	\$456,137
53	2019.5	23,183	\$9.54/\$13.19	\$359,858	\$326,026	\$685,884
54	2020	23,018	\$9.54/\$13.19	\$286,694	\$326,026	\$612,720
55	2020.5	23,577	\$13.85	\$326,545	\$280,197	\$606,742
56	2021	22,106	\$13.85	\$306,161	\$263,484	\$569,645
						\$543,681

No Change in GW Charge			0%		
56	2021	22,106	\$ 13.85	\$306,162	GC Income
57	2021.5	22,971	\$ 13.85	\$318,149	\$272,192.50
58	2022	22,918	\$ 13.85	\$317,415	\$272,192.50
Fiscal 21-22				\$635,564	\$544,385.00
Calendar 21				\$624,310	
FY TOTAL				\$1,179,949	

4% Increase GW Charge:			4%		
56	2021	22,106	\$ 13.85	\$306,162	GC Income
57	2021.5	22,971	\$ 14.40	\$330,875	\$272,192.50
58	2022	22,918	\$ 14.40	\$330,112	\$272,192.50
Fiscal 21-22				\$660,986	\$544,385.00
Calendar 21				\$637,036	
FY TOTAL				\$1,205,371	

5% Increase in GW Charge:			5%		
56	2021	22,106	\$ 13.85	\$306,162	GC Income
57	2021.5	22,971	\$ 14.54	\$334,056	\$272,192.50
58	2022	22,918	\$ 14.54	\$333,286	\$272,192.50
Fiscal 21-22				\$667,342	\$544,385.00
Calendar 21				\$640,218	
FY TOTAL				\$1,211,727	

Revenue Budget

GL ACCT: GL DESCRIPTION:		Approved 2020-2021 Budget	Projected Annual Costs (7/1/20- 6/30/21)	Draft 2021- 2022 Budget	GROUNDWATER RECHARGE ENTERPRISE		
Draft 2021-2022 Budget					2021 BUDGET:	% BUDGET	BASIS:
INCOME:							
4012	INTEREST INCOME-LAIF	2,400.00	2,400.00	2,880.00	0.00		
4013	INTEREST INCOME-CALTRUST	79,822.43	17,329.75	19,062.73	0.00		
4014	INTEREST INCOME-CA CREDIT UNION	3,672.00	0.00	0.00		Groundwater Totals	
4015	INTEREST INCOME-UBS	36,720.00	4,265.14	4,350.44		\$ 1,211,727	
4016	INTEREST INCOME ARTP	459,000.00	48,111.38	459,000.00		0.00%	
4022	GROUNDWATER CHARGE	128,045.00	128,045.00	667,342.00	667,342.00	100.00% PER OFFSET	
4024	GROUNDWATER COUNCIL REVENUE	670,000.00	543,684.00	544,385.43	544,385.43	100.00% PROPOSED	
4031	PLANT SITE CEMEX	48,000.00	48,000.00	48,000.00	0.00		
4032	CEMEX - ROYALTY/LEASE	586,000.00	686,000.00	550,000.00	0.00		
4036	AGGREGATE MAINTENANCE	60,000.00	60,000.00	60,000.00	0.00		
4040	MISCELLANEOUS INCOME	10,000.00	10,000.00	10,000.00	0.00		
4050	PROPERTY TAX	124,588.24	124,588.24	127,080.00	0.00		
4055	SBVMWD LEASE AGREEMENT	423,344.11	415,202.87	425,582.94	234,070.62	55.00% 0.6% EST. CPI-U CUURA421S	
4062	MENTONE PROPERTY INCOME	100.00	100.00	100.00	0.00		
4065	REDLANDS PLAZA	193,643.56	139,835.81	188,036.34	0.00		
4066	REDLANDS PLAZA CAM	40,520.36	35,993.76	39,593.14	0.00		
4080	EXCHANGE PLAN	30,000.00	30,000.00	30,000.00	30,000.00	100.00% HISTORIC	
4025	WASH PLAN REVENUE * from Reserves	220,000.00	430,572.91	220,000.00	0.00		
4086	PLUNGE CREEK IRWMP Grant	200,000.00	319,796.80	0.00	0.00		
4998	RATE STABILIZATION *From Reserves	0.00	0.00	0.00	0.00	100.00%	
4999	TRUST REIMBURSEMENT WASH PLAN	142,500.00	142,500.00	142,500.00	0.00		
TOTAL INCOME:		3,790,032.48	3,186,425.66	3,537,913.02	1,475,798.04		

Expense Budget

EXPENSES:							
5080	LAFCO CONTRIBUTION/FEES	4,000.00	4,281.93	4,367.57	0.00		
5120	MISC. PROFESSIONAL SERVICES	130,000.00	130,000.00	130,000.00	27,300.00	21.00%	GSC and Bio Support
5122	WASH PLAN PROFESSIONAL SERVICES	245,000.00	245,000.00	245,000.00	0.00		
5123	HABITAT MANAGEMENT-WP	142,500.00	142,500.00	142,500.00	0.00		
5124	PLUNGE CREEK PROFESSIONAL SERVICES	150,000.00	150,000.00	0.00	0.00	5.00%	
5125	ENGINEERING SERVICES	18,000.00	18,000.00	18,000.00	18,000.00	100.00%	GENERAL ENG./GIS
5130	AERIAL PHOTO/SURVEYING/MARKET	1,000.00	2,220.00	1,000.00	0.00		
5133	Regional River HCP Contribution CIP #7	25,000.00	25,000.00	25,000.00	18,750.00	75.00%	
5155	WP TRAILS SERVICES	25,000.00	25,000.00	25,000.00	0.00		
5160	IT SUPPORT	7,210.00	8,210.00	7,500.00	3,750.00	50.00%	Share by need
5170	AUDIT	26,155.00	23,840.00	26,939.65	9,698.27	36.00%	Share based on Revenue
5175	LEGAL-WASH PLAN	20,000.00	75,000.00	20,000.00	0.00		
5180	LEGAL	175,000.00	120,000.00	220,000.00	44,000.00	20.00%	GSC and COE Litigation
FIELD OPERATIONS:							
5210	EQUIPMENT MAINTENANCE	6,556.36	6,556.36	6,753.05	6,753.05	100.00%	based on average actual
5215	PROPERTY MAINTENANCE	42,000.00	42,000.00	42,000.00	33,600.00	80.00%	Basin Maintenance Moved
5223	TEMP FIELD LABOR	11,000.00	11,000.00	11,000.00	11,000.00	100.00%	Invasive and canal cleaning
5225	FIELD CLEAN UP-DUMPING/VECTOR	60,000.00	60,000.00	60,000.00	36,000.00	60.00%	
5050	BASIN CLEANING FORMERLY 7050 CAPITA	50,000.00	50,000.00	50,000.00	50,000.00	100.00%	
VEHICLE OPERATIONS:							
5310	VEHICLE MAINTENANCE	8,000.00	8,000.00	8,000.00	8,000.00	100.00%	reduced from 2013-14 base
5320	FUEL	13,750.00	15,000.00	16,500.00	16,500.00	100.00%	EST. LOWER FUEL COST
UTILITIES:							
5410	ALARM SERVICE	1,500.00	1,500.00	1,545.00	772.50	50.00%	FACILITIES SHARE
5420	ELECTRICITY	10,000.42	10,000.42	7,563.42	1,512.68	20.00%	FACILITIES SHARE
5430	MOBILE PHONES	5,265.00	5,265.00	5,370.30	4,027.73	75.00%	FACILITIES SHARE
5440	TELEPHONE	8,000.00	8,000.00	8,000.00	2,400.00	30.00%	FACILITIES SHARE
5450	NATURAL GAS	1,134.58	1,134.58	1,304.77	521.91	40.00%	FACILITIES SHARE
5460	WATER / TRASH / SEWER	2,438.00	2,438.00	2,681.80	1,072.72	40.00%	FACILITIES SHARE
5470	INTERNET SERVICES	2,731.82	2,731.82	2,813.77	844.13	30.00%	FACILITIES SHARE

Expense Budget

GENERAL ADMINISTRATION:							
6001	GENERAL ADMIN-OTHER	4,500.00	4,500.00	4,500.00	2,250.00	50.00%	ESTIMATE BY USE
6002	WEBSITE ADMINISTRATION	6,000.00	6,000.00	6,000.00	0.00		
6003	PROPERTY TAX	0.00	0.00	0.00	0.00		
6004	MEETING EXPENSES	2,060.00	1,560.00	2,060.00	0.00		
6006	PERMITS	10,000.00	10,000.00	10,000.00	5,000.00	50.00%	Fish and Wildlife
6007	INTER DISTRICT COSTS	10,000.00	10,000.00	10,000.00	5,000.00	50.00%	
6009	LICENSES	1,630.53	1,630.53	1,712.06	1,369.65	80.00%	
6010	SURETY BOND	1,900.00	1,900.00	1,900.00	0.00		
6012	OFFICE MAINTENANCE	3,275.40	2,275.40	2,343.66	0.00		
6013	OFFICE LEASE PAYMENT	60,000.00	60,000.00	60,000.00	18,000.00	30.00%	Share by allocation
6015	MENTONE HOUSE MAINTENANCE	5,000.00	5,000.00	5,000.00	0.00		
6016	REDLANDS PLAZA MAINTENANCE	40,000.00	40,000.00	40,000.00	0.00		
6026	REDLANDS PLAZA CAM EXPENSES	32,290.50	32,290.50	32,936.31	0.00		
6018	JANITORIAL SERVICES	9,108.89	9,708.89	9,708.89	0.00		
6019	JANITORIAL SUPPLIES	515.00	515.00	515.00	206.00	40.00%	FACILITIES SHARE
6020	VACANCY MARKETING-REDLANDS PLAZA	1,500.00	500.00	5,000.00	0.00		
6027	COMPUTER SOFTWARE	600.00	600.00	630.00	31.50	5.00%	FACILITIES SHARE
6030	OFFICE SUPPLIES	3,750.67	3,750.67	3,750.67	187.53	5.00%	FACILITIES SHARE
6033	OFFICE EQUIPMENT RENTAL	9,500.00	9,500.00	9,500.00	475.00	5.00%	FACILITIES SHARE
6036	PRINTING	1,100.00	2,000.00	2,000.00	800.00	40.00%	GW Charge
6039	POSTAGE AND OVERNIGHT DELIVERY	1,200.00	1,200.00	1,200.00	300.00	25.00%	GW Charge
6042	PAYROLL PROCESSING FEES	2,775.85	2,775.85	2,859.13	0.00		
6045	BANK INVESTMENT SERVICE CHARGES	1,575.00	1,575.00	1,000.00	0.00		
6051	UNIFORMS	2,750.00	2,750.00	3,025.00	2,117.50	70.00%	Field Uniforms
6060	OUTREACH	60,000.00	60,000.00	60,000.00	15,000.00	25.00%	share by mission
6087	EDUCATIONAL REIMBURSEMENT	5,000.00	5,000.00	5,000.00	0.00		
6090	SUBSCRIPTIONS/PUBLICATIONS	1,232.00	1,232.00	1,355.20	0.00		
6091	PUBLIC NOTICES	3,200.00	3,200.00	3,200.00	2,560.00	80.00%	% OF 2010
6093	MEMBERSHIPS	22,042.80	22,042.80	25,289.23	0.00		

Expense Budget

BENEFITS:							
6110	VISION INSURANCE	2,593.61	2,593.61	2,593.61	1,423.89	45%	Based on percent of hours
6120	WORKER'S COMP INSURANCE	16,648.29	16,648.29	15,085.47	8,281.92	45%	Based on percent of hours
6130	DENTAL INSURANCE	11,134.47	11,134.47	9,754.23	5,355.07	45%	Based on percent of hours
6150	MEDICAL INSURANCE	215,169.93	215,169.93	208,165.36	114,282.78	45%	Based on percent of hours
6150.01	MEDICAL EMPLOYEE CONTRIBUTION	-28,597.42	-28,597.42	-27,067.74	-12,180.48	45%	
6160	PAYROLL TAXES - EMPLOYER	81,796.00	81,796.00	84,228.86	46,241.64	45%	Based on percent of hours
6170	PERS RETIREMENT	235,124.31	235,124.31	375,972.14	206,408.70	45%	Based on percent of hours
6170.01	PERS EMPLOYEE CONTRIBUTION	-44,054.08	-103,897.36	-45,359.82	-20,411.92	45%	
SALARIES:							
6210	OVERTIME				0.00		633,222.64
6230	REGULAR SALARIES	1,141,880.19	1,141,880.19	1,173,458.38			
Sub	Field Staff Part Time				0.00	50.00%	Salary+overhead 22% % time
Sub	Field Supervisor	89,984.17	89,984.17	90,465.23	110,367.58	100.00%	Salary+overhead 22% time
Sub	Field Operations Spec I	53,941.04	53,941.04	55,318.12	67,488.11	100.00%	Salary+overhead 22% time
Sub	Field Operations Spec I	44,407.48	44,407.48	45,123.94	44,040.96	80.00%	Salary+overhead 22% time
Sub	Asst Mgr/Lands Resources Mgr.	205,218.77	205,218.77	213,500.98	104,188.48	40.00%	Salary+overhead 22% time
Sub	Admin Services Spec.	87,578.30	87,578.30	87,291.78	42,598.39	40.00%	Salary+overhead 22% time
Sub	Admin Analyst	88,814.96	88,814.96	88,508.99	32,394.29	30.00%	Salary+overhead 22% time
Sub	Senior Engineer	167,556.73	167,556.73	169,019.14	41,240.67	20.00%	Salary+overhead 22% time
Sub	Assistant Engineer	74,941.84	74,941.84	78,314.81	47,772.03	50.00%	Salary+overhead 22% time
Sub	GIS Intern/contract	15,566.40	15,566.40	15,336.00	18,709.92	100.00%	Salary+overhead 22% time
Sub	General Manager	285,332.11	285,332.11	302,463.41	110,701.61	30.00%	Salary+overhead 22% time
Sub	Doc Imaging Intern	12,972.00	12,972.00	12,780.00	6,236.64	40.00%	Salary+overhead 22% time
sub	Assistant Engineer	15,566.40	15,566.40	15,336.00	7,483.97	40.00%	
INSURANCE:							0.42
6310	PROPERTY / AUTO INSURANCE	4,400.00	4,400.00	4,488.00	3,366.00	75.00%	Approximate from Insurer
6320	GENERAL LIABILITY INSURANCE	32,300.00	32,300.00	32,300.00	24,225.00	75.00%	Approximate from Insurer

Expense Budget

DIRECTOR'S EXPENSES:							
6401	DIRECTOR'S FEES	94,861.31	94,861.31	75,494.10	0.00		
6410	MILEAGE	4,000.00	2,000.00	4,000.00	0.00		
6415	AIR FARE	2,500.00	2,500.00	2,500.00	0.00		
6420	OTHER TRAVEL	500.00	500.00	500.00	0.00		
6425	MEALS	3,500.00	2,000.00	3,500.00	0.00		
6430	LODGING	4,000.00	2,000.00	4,000.00	0.00		
6435	CONF/SEMINAR REGISTRATIONS	5,000.00	3,500.00	5,000.00	0.00		
6440	ELECTION FEES/REDISTRICTING	100,000.00	100,000.00	0.00	0.00		
ADMINISTRATIVE/STAFF EXPENSES:							
6510	MILEAGE	2,500.00	2,500.00	2,500.00	625.00	25.00%	Allocation basis 2011
6515	AIR FARE	3,000.00	1,500.00	3,000.00	750.00	25.00%	Allocation basis 2011
6520	OTHER TRAVEL	1,050.00	550.00	1,050.00	262.50	25.00%	Allocation basis 2011
6525	MEALS	2,035.00	1,035.00	2,035.00	712.25	35.00%	Allocation basis 2011
6530	LODGING	3,750.00	2,000.00	3,750.00	1,312.50	35.00%	Allocation basis 2011
6535	CONF/SEMINAR REGISTRATIONS	4,000.00	4,000.00	4,000.00	1,400.00	35.00%	
9999	Contribution toward Capital Maint.	444,000.00	444,000.00	265,000.00	115,000.00		Reduced Allocation
8010	Capital Reserve GWE/Rate Stabilization	0.00	0.00	0.00	0.00	100.00%	Use not contribution
TOTAL EXPENSES:		3,836,839.42	3,765,683.08	3,609,772.06	1,478,077.68		
Operating Revenue		3,790,032.48	3,186,425.66	3,537,913.02	1,475,798.04		
NET OPERATING REVENUE		-46,806.94		-71,359.05	-2,279.64		
OVERHEAD							
NET GENERAL FUND ANNUAL							

Potential Rate Options

Attachment A Preliminary Groundwater Charge Revenue Estimates

GWA	Date	Total Prod	Rate(s)	GW Charge	GW Council	Total Rev
48	2017	35,878	\$3.23/\$11.62	\$378,627		\$378,627
49	2017.5	47,832	\$3.36/\$12.08	\$523,894		\$523,894
50	2018	33,131	\$3.36/\$12.08	\$361,838		\$361,838
51	2018.5	29,464	\$6.51/\$12.56	\$332,561	\$240,689	\$573,250
52	2019	18,644	\$6.51/\$12.56	\$215,449	\$240,689	\$456,137
53	2019.5	23,183	\$9.54/\$13.19	\$359,858	\$326,026	\$685,884
54	2020	23,018	\$9.54/\$13.19	\$286,694	\$326,026	\$612,720
55	2020.5	23,577	\$13.85	\$326,545	\$280,197	\$606,742
56	2021	22,106	\$13.85	\$306,161	\$263,484	\$569,645
						\$543,681

No Change in GW Charge			0%		
56	2021	22,106	\$ 13.85	\$306,162	GC Income
57	2021.5	22,971	\$ 13.85	\$318,149	\$272,192.50
58	2022	22,918	\$ 13.85	\$317,415	\$272,192.50
Fiscal 21-22				\$635,564	\$544,385.00
Calendar 21				\$624,310	
FYTOTAL				\$1,179,949	

4% Increase GW Charge:			4%		
56	2021	22,106	\$ 13.85	\$306,162	GC Income
57	2021.5	22,971	\$ 14.40	\$330,875	\$272,192.50
58	2022	22,918	\$ 14.40	\$330,112	\$272,192.50
Fiscal 21-22				\$660,986	\$544,385.00
Calendar 21				\$637,036	
FYTOTAL				\$1,205,371	

5% Increase in GW Charge:			5%		
56	2021	22,106	\$ 13.85	\$306,162	GC Income
57	2021.5	22,971	\$ 14.54	\$334,056	\$272,192.50
58	2022	22,918	\$ 14.54	\$333,286	\$272,192.50
Fiscal 21-22				\$667,342	\$544,385.00
Calendar 21				\$640,218	
FYTOTAL				\$1,211,727	

Groundwater Council 2021-2022

Groundwater Council Equitable Allocation Budget for FY 2021-22

Agency	Party Gap FY21-2 (AF)	Sustainability FY21-22 (AF)	Total Equitable Water Cost FY21-22 (\$)	Water Corrections for Previous Years (\$)	Total Water Cost with Corrections (\$)	Total Water with Corrections (AF)	Equitable O&M Costs FY21-22 (\$)	O&M Corrections for Previous Years (\$)	Total O&M Cost with Corrections (\$)	Total Party Costs FY21-22 (\$)	Voting Weight 2020-21
Bear Valley Mutual Water Company	-	-	\$ -	\$ -	\$ -	0	\$ 112	\$ -	\$ 112	\$ 112	0.00%
City of Colton	-	599	\$ 70,904	\$ 593	\$ 71,497	604	\$ 22,031	\$ (87)	\$ 21,944	\$ 93,441	3.4%
City of Loma Linda	842	813	\$ 195,911	\$ (212)	\$ 195,699	1653	\$ 35,370	\$ (121)	\$ 35,249	\$ 230,948	8.4%
City of Rialto	1,331	1,005	\$ 276,573	\$ (288)	\$ 276,285	2333	\$ 33,954	\$ (127)	\$ 33,827	\$ 310,112	11.3%
City of San Bernardino	2,750	6,787	\$1,129,255	\$ (1,867)	\$ 1,127,388	9522	\$ 278,083	\$ (930)	\$ 277,153	\$ 1,404,541	51.2%
East Valley Water District	-	-	\$ -	\$ 2,770	\$ 2,770	23	\$ 91,896	\$ (342)	\$ 91,554	\$ 94,324	3.3%
Fontana Union Water Company	-	725	\$ 85,877	\$ 1,250	\$ 87,127	736	\$ 18,235	\$ 2,288	\$ 20,524	\$ 107,651	3.8%
Loma Linda University	-	171	\$ 20,248	\$ 151	\$ 20,399	172	\$ 7,194	\$ (23)	\$ 7,171	\$ 27,570	1.0%
San Bernardino Valley M.W.D.	-	37	\$ 4,344	\$ 13	\$ 4,357	37	\$ 11	\$ (8)	\$ 3	\$ 4,360	0.2%
West Valley Water District	1,655	1,871	\$ 417,456	\$ 1,337	\$ 418,793	3537	\$ 56,364	\$ (199)	\$ 56,165	\$ 474,958	17.2%
Yucaipa Valley Water District	26	18	\$ 5,188	\$ (6)	\$ 5,182	44	\$ 689	\$ (4)	\$ 685	\$ 5,867	0.2%
Total GC Parties:	6,603	12,027	\$2,205,758	\$ 3,741	\$ 2,209,499	18661	\$ 543,940	\$ 446	\$ 544,385	\$ 2,753,884	100%
City of Redlands	-	676	\$ 80,088	\$ (197,527)	\$ (117,439)	-992	\$ 152,860	\$ (446)	\$ 152,415	\$ 34,975	#N/A
Mountain View Power Co.	-	287	\$ 33,967	\$ (100)	\$ 33,867	286	#N/A	\$ -	#N/A	\$ 33,867	#N/A
Muscoy Mutual Water Company No. 1	-	267	\$ 31,626	\$ 210	\$ 31,836	269	#N/A	\$ -	#N/A	\$ 31,836	#N/A
San Bernardino County - Facility Management	-	119	\$ 14,087	\$ 94	\$ 14,181	120	#N/A	\$ -	#N/A	\$ 14,181	#N/A
Terrace Water Company	-	64	\$ 7,534	\$ 76	\$ 7,610	64	#N/A	\$ -	#N/A	\$ 7,610	#N/A
Other San Bernardino Extractions	-	1,272	\$ 150,636	\$ (133)	\$ 150,502	1271	#N/A	\$ -	#N/A	\$ 150,502	#N/A
San Bernardino Non-Parties Total:	-	2,685	\$ 317,937	\$ (197,380)	\$ 120,557	2010	\$ 152,860	\$ (446)	\$ 152,415	\$ 272,971	0%
Western Entities Total:	-	-	-	-	-	0	\$ -	-	-	\$ -	0%
Total:	6,603	14,712	\$2,523,695	\$ (193,639)	\$ 2,330,056	20671	\$ 696,800	\$ 0	\$ 696,800	\$ 3,026,856	100%

Replenishment and Sustainability

- Groundwater Council request letter to in full participation which would add a replenishment/sustainability component to the Groundwater Charge to achieve equity
- Staff evaluated the implementation options and reviewed with the Finance and Admin Committee and Groundwater Council
- Both recommended a phase-in period
- Legal Counsel provided guidance

Replenishment and Sustainability

- Staff used similar methodology to the EAM for applicable producers in the District boundary who are not or likely to be Groundwater Council members
- The producers collectively EAM share would be \$19.35/AF and staff is proposing a 5-year phase-in period adding \$3.87/AF in year one
- Page 2 of the staff report table shows estimates
- Staff will prepare materials for producers and schedule meetings

EI Approval and Rate

- Board reviewed and discussed opinions
- Board to select a Noticed Rate
- Advertise and Notice Rate, letters etc.
- Producer replenishment component meeting
- Public Meeting April 14, 2021
- Public Hearing April 28, 2021
- Rate if adjusted assessments to be paid 2021 and 2022



**San Bernardino Valley
Water Conservation District**
Helping Nature Store Our Water

Memorandum No. 1764

To: Board of Directors
From: Daniel Cozad, General Manager
Date: February 10, 2020
Subject: Budget Planning for Groundwater Enterprise for 2021-2022, Proposed Groundwater Council Operations and Maintenance Fee including a replenishment component in the Advertised Groundwater Charge

RECOMMENDATION

Review, discuss and approve issues for inclusion in the 2021-2022 Groundwater Enterprise Budget and provide direction to staff on Public Notice for the Groundwater Charge.

BACKGROUND

Each year, San Bernardino Valley Water Conservation District (District) staff projects revenue and expense estimates for the Groundwater Enterprise, as underlying support for the Board to determine a proposed amount for the Groundwater Charge, for Public Notice purposes. The estimated amount included in the public notice does not set the charge, but does provide public notice of the potential proposed rate, for discussion purposes.

Following this analysis, the proposed Groundwater Charge rate is noticed in the newspaper and via mail to groundwater producers, and an opportunity is provided to the public to provide feedback at a Public Meeting and a Board Public Hearing to determine the annual groundwater charge. It is now time to consider that process again for the 2021-22 Groundwater Charge.

Groundwater Charge rates held steady (\$3.23 Agricultural/\$11.62 Non-Agricultural) from 2014 to 2016. In 2017, the rate was increased by 4%, with the previously-established Rate Stabilization Reserve fund used to moderate rate increases. In 2018, the Board approved an additional 4% increase in Non-Agricultural rates. That same year, in response to legal developments¹, the Board determined that Agricultural rates should be incrementally raised over time, to match Non-Agricultural rates. The Board opted for a three-year phased approach to equalize Agricultural and Non-agricultural rates, relying again

¹ See, *City of San Buenaventura v. United Water Conservation District* (2017) 3 Cal. 5th 1191, which among other things, called into question the constitutionality of the rate differentials between the two types of rates, formerly required by Water Code section 75594. See discussion, *infra*.

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Daniel B. Cozad

on the Rate Stabilization Reserve fund to bridge transitional shortfalls. In 2019 and 2020, the Board approved a 5% increase in Non-Agricultural rates, while Agricultural rates continued to be raised incrementally to match Non-Agricultural rates. There was no opposition to this change.

Over this same time period, Bunker Hill Groundwater Basin producers collaborated with the District to develop and approve a Groundwater Council (GC), formalized in 2018. The Groundwater Council offers a cooperative vehicle whereby members have created a method to equitably allocate basin recharge operations and maintenance costs, and to provide funding for basin replenishment with imported water, whenever feasible. Following two years of implementation, the GC payments and Groundwater Charge rates have proven effective to recover the majority of costs for the Groundwater Enterprise, as well as providing a cooperative regional funding source for taking advantage of variable imported water supplies, for local recharge.

DISCUSSION

The Groundwater Enterprise fund revenue has met its expenditures for the past five years. For three years, the Rate Stabilization Reserve fund underwrote the shift from differential Agricultural and Non-Agricultural rates to a unitary rate, currently \$13.85/AF. Based on performance for the first half of the fiscal year, staff has projected a budget for Groundwater Enterprise operations and updated capital expenses. Staff has estimated a preliminary Groundwater Charge rate and initial GC revenue budget needed to offset these expenses. Staff has coordinated this cost with the GC, and GC members have supported the proposal.

The GC effectively serves as an alternative method for members to cover the District groundwater recharge operations costs, previously paid through the Groundwater Charge. The GC agreement was effective on February 27, 2018, and Fiscal Year 2018-2019 was the first budget year to utilize the GC funding mechanism. It should be noted that the City of Redlands participation has been delayed due to staffing changes, and Redlands continued to pay the Groundwater Charge under the California Water Code. Staff anticipates the City of Redlands will join the GC in 2021, and Groundwater Enterprise revenue has been adjusted to reflect this assumption.

Budget Approach:

The budget approach recommended by staff includes the following efforts and activities:

- Develop and review the draft budget with the GC and Groundwater Charge partners
- Utilize the Groundwater Enterprise Budget to develop the proposed Groundwater Charge
- Review the draft budget with the Finance & Administration Committee or in a Board Workshop before submitting it to the Board for approval
- Review other budgets with appropriate partners and stakeholders, as appropriate
- Utilize feedback from all of the above in the development of the final budget proposal

Assumptions

The budget process is expected to use similar assumptions, based on the same factors, as the previous budgets. The budget also includes the following specific assumptions:

Revenue:

- Groundwater Charge revenue is based on actual charges paid in the prior year, with a review from the GC agencies
- GC revenue as calculated by the Equitable Allocation Model (“EAM”²) and paid by GC member agencies
- Producers who are not parties to the GC will continue to pay the Groundwater Charge
- Property tax will be estimated at the 2020 actual receipts
- Mining revenue will be estimated based on lease guaranteed annual minimum payments
- Interest revenue will be based on investment forecasts
- Additional consideration will be given to interest revenue the District receives from Active Recharge Transfer Project capital contributions, which offsets some General Fund and ARTP development costs
- Limited revenue for Wash Plan Implementation from the Conservation Trust

Expenses:

- Expenses are estimated on a zero basis, or actual costs/estimates modified based on specific needs and actual 2020 costs.
- Board administrative costs and Staff COLA increases are based on Bureau of Labor Statistics CPI-U All West at 1.5% (https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm)
- Utilities increase at approximately 5-8%, based on sector CPI or projected rate changes
- Salary forecast includes raise pool of up to 5% as a percentage of total salaries
- Miscellaneous expenses are generally increased at 3% where no other basis is available

During the 2016 budget process, the Board requested the full cost of capital improvements, repairs, and equipment in the budget. CIP costs in the current Groundwater Enterprise budget include the following:

- Mill Creek Diversion improvements, permitting, and construction
- Permitting for Mill Creek facilities
- Design and construction of the Mentone shop
- Replacement of heavy equipment
- On-going security repairs such as fencing, gates, boulders, and other barriers
- On-going land management such as removal of invasive, high-water-use species
- Actions in cooperation with the Enhanced Recharge Project

Based on the year-to-date budget information and the assumptions listed above, staff projects that a 5% increase in the Groundwater Charge is needed for 2021-2022.

² The EAM is the Groundwater Council’s method of assigning cost burdens to basin maintenance and operations, and to investments for purchase of imported water supplies, when available. It tries to balance historic water rights with later increases or decreases in production, to allocate burdens with an eye to respecting established rights, and current demand patterns of use. It therefore assigns costs based on equal weight to members’ (or their predecessors’) historical production (from 1959-1963), and more current production (from 2015-2019).

Legal Changes and the Move to a Unitary Rate

Throughout our history, the District has incorporated all requirements of the California Water Code (CWC), Prop 218, and Prop 26 into the rate setting process for the Groundwater Charge. We continue to carefully monitor legal cases related to the interpretation of voter initiatives, including Proposition (Prop) 13, Prop 218 and Prop 26, which seek to alter local governments' ability to raise taxes and fees without voter approval.

In *City of San Buenaventura v. United Water Conservation District, supra*, the California Supreme Court ruled that Groundwater Charges are not subject to Prop 218, but must meet the requirements of Prop 26. This requires that the charge or fee must 1) be no more than necessary to cover the costs of the activity; and 2) be allocated in a manner that bears a fair or reasonable relationship to the burdens or benefits from the activity. Further, the Court essentially invalidated CWC Section 75594, which required a 3-5:1 Non-Agricultural to Agricultural ratio for the charge. Before this decision, the District followed the requirements of CWC Section 75594, which resulted in a reduced Groundwater Charge for Agricultural production, which was also applied to parks, golf courses, schools, and cemeteries. This requirement that the Groundwater Charge be allocated in a manner related to the burden and benefit of the recharge replaced the statutorily-dictated cost ratio and, consistent with historical rate development, the District will continue to set the annual charge as necessary to recover the costs for the service provided (see attached Table on GW Charge History).

In setting the 2018 rates under these new legal parameters, the District did not believe there was sufficient factual record on variable costs between the Agricultural or Non-agricultural uses of groundwater production available to propose a defensible distinction of rate, based on relative burdens and benefits of the two categories of uses. No further information has become available since that time. Further, the District has not attempted to allocate its internal costs or field maintenance expenses based upon the distinction in use. Because Agricultural production is not limited to specific geographic areas within the District's boundaries, nor are District facilities designated solely, or even primarily, to Agricultural or Non-Agricultural use, the District Board approved a unitary rate for all production, regardless of type of use.

This change affected 30 producers producing approximately 10,815 acre feet from 52 wells. These producers paid groundwater charges of approximately \$35,879 in 2017. These users effectively received an increase in per acre foot rates of groundwater charges, due to the court-mandated discontinuance of the protected rate status for Agricultural use. Under a unitary rate in 2017, these 30 producers would have paid approximately \$131,300, with six users likely to be significantly affected due to the amount of recent production. These are primarily municipal users that now pay through the Groundwater Council.

To address these impacts to producers, the Board approved the utilization of the Groundwater Charge Stabilization Reserve over a three-year transition process, in which the Agricultural rate incrementally increased to a level of the Non-Agricultural rate. In 2018, staff undertook significant efforts to inform these producers of the change and provide multiple opportunities to participate in the process of setting the groundwater charge. Staff took the following actions at the Board's direction:

1. Produced and distributed information for all producers on the *Ventura v. UWCD* case and its implications

2. Held an informational workshop to explain the case, its effect on the Groundwater Charge and invited participants to attend the February 14 Board meeting to select the advertised rate
3. Mailed and advertised notices of Groundwater Charge change, including the potential phase-in period
4. Coordinated with Groundwater Council members
5. April 7th Public Meeting at Board meeting
6. April 21th Public Hearing to adopt rate at Board Meeting
7. Mailed an information sheet with the rate changes after adoption.

Throughout this time, including the informational workshop, Public Meeting, and Public Hearing, no Agricultural users indicated any opposition to the changes in rates. Certain Agricultural users who reached out for additional information noted their support for the Board's three-year transition process.

Groundwater Sustainability and Replenishment

The Board, as part of this year's rate setting process, is considering a request from the GC to include a Replenishment/Sustainability component, as part of the Groundwater Charge. The idea is to make sure that those basin producers who are not GC members contribute proportionately to replenishment supplies, which GC members fund through their participation in the GC. This portion of the groundwater charge would be remitted by the District to the GC, which would then use it to purchase imported water from San Bernardino Valley Municipal Water District, to replenish the basin.

On October 12, 2020, the GC approved a plan to achieve full financial participation from those remaining agencies that produce groundwater from the basin but have not yet become GC members. The GC is requesting the District evaluate and consider including a replenishment component in its Groundwater Charge, in a proportionate amount so as to assure ratable contribution by such producers to basin wide replenishment efforts, and funding, now implemented by the GC and its members. This charge component would be assessed as may be permitted under the District's organic act, and constitutional requirements, on San Bernardino County production within the District's jurisdictional boundaries, and in a manner whose results would mimic the allocations through the GC's EAM.

To explain, the idea would be to track the GC expenditures for imported recharge water over a defined time period (for this cycle, only two years of data would be available), come up with a normalized annual estimate (perhaps a rolling average of all years until five have passed, then a rolling five year average), as the benchmark of total water replenishment expenditures benefitting the basin. The total production ratio of the Other Producers during that same period, as compared to the GC members, would then be determined, to derive a "reasonable relationship" between the benefits achieved by Other Producers from GC recharge. The proportionate ratio of the total production from the Other Producers would then be applied to the normalized basin recharge expenditure figure, to determine the aggregate amount to be collected from the Other Producers, as part of the Groundwater Charge. That total monetary sum would then be allocated among the Other Producers pursuant to the EAM allocation. In this way, the total amount of groundwater charge raised by this Replenishment/Sustainability component paid by such Other Producers, in aggregate, would be no more than their proportionate benefit from basin recharge generally. The total cost would therefore not exceed the cost of the recharge activity basin wide, and the burden to Other Producers would be based on their production as a group, allocated among them individually in the same manner as the GC does with its members. The goal would be to meet Proposition 26 requirements

for total costs and reasonable benefit, while use of the EAM would “carry forward” for the Other Producers the GC’s balance between historical rights and present production, and place all basin producers, both GC members and Other Producers, on an even footing.

After receipt of the GC letter, District staff reviewed the EAM for “Other Producers” (as they were identified in the GC’s development), shown on the attached table. The current Groundwater Charge covers operations and maintenance, and limited capital replacement or improvements. Page one of the attached tables shows Other Producers' production/diversion during the adjudication period (1959-63) and the most recent period (2015-2019). Also shown are their 2019 production if they are located within the District boundary. In this table, producers are sorted by their 2019 production.

Staff used the same methodology to calculate a rate for non-GC member producers in the District boundary³. The replenishment/sustainability fee is estimated in Table 2, and would be up to \$20.00 per AF of production.

Staff reviewed these analyses with the GC and with the District’s Finance and Administration Committee. The Committee understood the logic, and thought it proper to have all producers contribute to the sustainability costs, but were concerned about the impact of the increase on small and Agricultural producers. Staff proposed a phase-in period of five or more years to implement the fee, and reduce “rate shock.” The GC is considering the phase-in period, and other elements that will be recommended to the District Board.

Staff is planning outreach to the producers affected by the proposed change to obtain feedback and inform the GC and District Board on the alternative phase-in period and other conditions to be evaluated during the Groundwater Rate setting process.

POLICY CONSIDERATIONS

The Board provides direction to staff on the appropriate Groundwater Charge rate to advertise in the notices for the public meeting and hearing. Staff has reviewed the groundwater recharge operational costs to date for FY21 and Groundwater Recharge Enterprise revenue likely to be generated by the Groundwater Charge and the Groundwater Council. Staff believes that these data provide sufficient information to project the 2021-2021 Groundwater Recharge Enterprise needs. Following this analysis, staff recommends that the Board advertise a 5% increase in rates for the upcoming fiscal year. The recommendation is in keeping with prior Board direction to limit annual rate increases to 3-5% except in cases of significant policy or economic change.

ALTERNATIVES

Potential Board actions include:

- Direct staff to advertise a 5% rate increase in notices and direct staff to advertise and provide public outreach to producers to inform them of the implementation of a replenishment/sustainability component ultimately up to \$20 per Acre Foot that would be phased in over five or more years.

³ The City of Redlands is not included in the analysis, since it is expected to become a member of the Council.

- Direct staff to advertise the 5% rate increase without the replenishment/sustainability component and reply to the Groundwater Council.
- Provide staff direction to alter assumptions or other rate calculation methodology and the authority for selecting another advertised rate.

FISCAL IMPACT

The annual development of the Groundwater Charge rate is supported by the Groundwater Recharge Enterprise. Without the proposed 5% rate increase in FY21, the impact to the Rate Stabilization Fund would be approximately \$31,778. The GC has recommended the proposed budget and will approve the budget in April. The replenishment/sustainability component would be revenue neutral to the District as it would be segregated for exclusive use for transfer to the GC for purchased imported water.

POTENTIAL MOTIONS

1. Move to direct staff to advertise a 5% increase in the overall groundwater charge.
2. Direct staff to advertise a 5% rate increase in notices and direct staff to advertise and provide public outreach to producers to inform them of the implementation of a replenishment/sustainability component ultimately up to \$20 per Acre Foot that would be phased in over five or more years.
3. Move to direct staff to advertise another rate and approve the budget plan as shown herein.

ATTACHMENTS OR MATERIALS

- Draft Groundwater Enterprise Budget
- Groundwater Production and Charge Revenue Projection
- Replenishment/Sustainability Cost Assessment Tables

GL ACCT: GL DESCRIPTION:		Approved 2020-2021 Budget	Projected Annual Costs (7/1/20- 6/30/21)	Draft 2021- 2022 Budget	GROUNDWATER RECHARGE ENTERPRISE		
Draft 2021-2022 Budget					2021 BUDGET:	% BUDGET	BASIS:
INCOME:							
4012	INTEREST INCOME-LAIF	2,400.00	2,400.00	2,880.00	0.00		
4013	INTEREST INCOME-CALTRUST	79,822.43	17,329.75	19,062.73	0.00		
4014	INTEREST INCOME-CA CREDIT UNION	3,672.00	0.00	0.00			
4015	INTEREST INCOME-UBS	36,720.00	4,265.14	4,350.44			
4016	INTEREST INCOME ARTP	459,000.00	48,111.38	459,000.00		0.00%	
4021	GROUNDWATER CHARGE-AG	128,045.00	128,045.00				Groundwater Total
4023	GROUNDWATER CHARGE-NON AG	331,676.79	381,676.79				\$ 1,211,726
4022	GROUNDWATER CHARGE			667,341.07	667,341.07	100.00%	Unitary Rate with 5% increas
4024	GROUNDWATER COUNCIL REVENUE	670,000.00	543,684.00	544,385.43	544,385.43	100.00%	APPROVED
4031	PLANT SITE CEMEX	48,000.00	48,000.00	48,000.00	0.00		
4032	CEMEX - ROYALTY/LEASE	586,000.00	686,000.00	550,000.00	0.00		
4036	AGGREGATE MAINTENANCE	60,000.00	60,000.00	60,000.00	0.00		
4040	MISCELLANEOUS INCOME	10,000.00	10,000.00	10,000.00	0.00		
4050	PROPERTY TAX	124,588.24	124,588.24	127,080.00	0.00		
4055	SBVMWD LEASE AGREEMENT	423,344.11	415,202.87	425,582.94	234,070.62	55.00%	0.6% EST. CPI-U CUURA4215
4062	MENTONE PROPERTY INCOME	100.00	100.00	100.00	0.00		
4065	REDLANDS PLAZA	193,643.56	139,835.81	188,036.34	0.00		
4066	REDLANDS PLAZA CAM	40,520.36	35,993.76	39,593.14	0.00		
4080	EXCHANGE PLAN	30,000.00	30,000.00	30,000.00	30,000.00	100.00%	HISTORIC
4025	WASH PLAN REVENUE * from Reserves	220,000.00	430,572.91	220,000.00	0.00		
4086	PLUNGE CREEK IRWMP Grant	200,000.00	319,796.80	0.00	0.00		
4998	RATE STABILIZATION *From Reserves	0.00	0.00	0.00	0.00	100%	
4999	TRUST REIMBURSEMENT WASH PLAN	142,500.00	142,500.00	142,500.00	0.00		
TOTAL INCOME:		3,790,032.48	3,568,102.45	3,537,912.08	1,475,797.11		
EXPENSES:							
5080	LAFCO CONTRIBUTION/FEES	4,000.00	4,281.93	4,367.57	0.00		
5120	MISC. PROFESSIONAL SERVICES	130,000.00	130,000.00	130,000.00	27,300.00	21.00%	GSC and Bio Support
5122	WASH PLAN PROFESSIONAL SERVICES	245,000.00	245,000.00	245,000.00	0.00		
5123	HABITAT MANAGEMENT-WP	142,500.00	142,500.00	142,500.00	0.00		
5124	PLUNGE CREEK PROFESSIONAL SERVICES	150,000.00	150,000.00	0.00	0.00	5.00%	
5125	ENGINEERING SERVICES	18,000.00	18,000.00	18,000.00	18,000.00	100.00%	GENERAL ENG./GIS
5130	AERIAL PHOTO/SURVEYING/MARKET	1,000.00	2,220.00	1,000.00	0.00		
5133	Regional River HCP Contribution CIP #7	25,000.00	25,000.00	25,000.00	18,750.00	75.00%	
5155	WP TRAILS SERVICES	25,000.00	25,000.00	25,000.00	0.00		
5160	IT SUPPORT	7,210.00	8,210.00	7,500.00	3,750.00	50.00%	Share by need
5170	AUDIT	26,155.00	23,840.00	26,939.65	9,698.27	36.00%	Share based on Revenue
5175	LEGAL-WASH PLAN	20,000.00	75,000.00	20,000.00	0.00		
5180	LEGAL	175,000.00	120,000.00	175,000.00	52,500.00	30.00%	GSC and COE Litigation
FIELD OPERATIONS:							
5210	EQUIPMENT MAINTENANCE	6,556.36	6,556.36	6,753.05	6,753.05	100.00%	based on average actual
5215	PROPERTY MAINTENANCE	42,000.00	42,000.00	42,000.00	33,600.00	80.00%	Basin Maintenance Moved
5223	TEMP FIELD LABOR	11,000.00	11,000.00	11,000.00	11,000.00	100.00%	Invasive and canal cleaning
5225	FIELD CLEAN UP-DUMPING/VECTOR	60,000.00	60,000.00	60,000.00	36,000.00	60.00%	
5050	BASIN CLEANING FORMERLY 7050 CAPITA	50,000.00	50,000.00	50,000.00	50,000.00	100.00%	
VEHICLE OPERATIONS:							
5310	VEHICLE MAINTENANCE	8,000.00	8,000.00	8,000.00	8,000.00	100.00%	reduced from 2013-14 base
5320	FUEL	13,750.00	15,000.00	16,500.00	16,500.00	100.00%	EST. LOWER FUEL COST
UTILITIES:							
5410	ALARM SERVICE	1,500.00	1,500.00	1,545.00	772.50	50.00%	FACILITIES SHARE
5420	ELECTRICITY	10,000.42	10,000.42	7,563.42	1,512.68	20.00%	FACILITIES SHARE
5430	MOBILE PHONES	5,265.00	5,265.00	5,370.30	4,027.73	75.00%	FACILITIES SHARE
5440	TELEPHONE	8,000.00	8,000.00	8,000.00	2,400.00	30.00%	FACILITIES SHARE
5450	NATURAL GAS	1,134.58	1,134.58	1,304.77	521.91	40.00%	FACILITIES SHARE
5460	WATER / TRASH / SEWER	2,438.00	2,438.00	2,681.80	1,072.72	40.00%	FACILITIES SHARE
5470	INTERNET SERVICES	2,731.82	2,731.82	2,813.77	844.13	30.00%	FACILITIES SHARE
GENERAL ADMINISTRATION:							
6001	GENERAL ADMIN-OTHER	4,500.00	4,500.00	4,500.00	2,250.00	50.00%	ESTIMATE BY USE
6002	WEBSITE ADMINISTRATION	6,000.00	6,000.00	6,000.00	0.00		
6003	PROPERTY TAX	0.00	0.00	0.00	0.00		
6004	MEETING EXPENSES	2,060.00	1,560.00	2,060.00	0.00		
6006	PERMITS	10,000.00	10,000.00	10,000.00	5,000.00	50.00%	Fish and Wildlife
6007	INTER DISTRICT COSTS	10,000.00	10,000.00	10,000.00	5,000.00	50.00%	
6009	LICENSES	1,630.53	1,630.53	1,712.06	1,369.65	80.00%	
6010	SURETY BOND	1,900.00	1,900.00	1,900.00	0.00		
6012	OFFICE MAINTENANCE	3,275.40	2,275.40	2,343.66	0.00		
6013	OFFICE LEASE PAYMENT	60,000.00	60,000.00	60,000.00	18,000.00	30.00%	Share by allocation
6015	MENTONE HOUSE MAINTENANCE	5,000.00	5,000.00	5,000.00	0.00		
6016	REDLANDS PLAZA MAINTENANCE	40,000.00	40,000.00	40,000.00	0.00		
6026	REDLANDS PLAZA CAM EXPENSES	32,290.50	32,290.50	32,936.31	0.00		
6018	JANITORIAL SERVICES	9,108.89	9,708.89	9,708.89	0.00		
6019	JANITORIAL SUPPLIES	515.00	515.00	515.00	206.00	40.00%	FACILITIES SHARE
6020	VACANCY MARKETING-REDLANDS PLAZA	1,500.00	500.00	5,000.00	0.00		
6027	COMPUTER SOFTWARE	600.00	600.00	630.00	31.50	5.00%	FACILITIES SHARE
6030	OFFICE SUPPLIES	3,750.67	3,750.67	3,750.67	187.53	5.00%	FACILITIES SHARE

GL ACCT: GL DESCRIPTION:		Approved 2020-2021 Budget	Projected Annual Costs (7/1/20- 6/30/21)	Draft 2021- 2022 Budget	GROUNDWATER RECHARGE ENTERPRISE		
Draft 2021-2022 Budget					2021 BUDGET:	% BUDGET	BASIS:
6033	OFFICE EQUIPMENT RENTAL	9,500.00	9,500.00	9,500.00	475.00	5.00%	FACILITIES SHARE
6036	PRINTING	1,100.00	2,000.00	2,000.00	800.00	40.00%	GW Charge
6039	POSTAGE AND OVERNIGHT DELIVERY	1,200.00	1,200.00	1,200.00	300.00	25.00%	GW Charge
6042	PAYROLL PROCESSING FEES	2,775.85	2,775.85	2,859.13	0.00		
6045	BANK INVESTMENT SERVICE CHARGES	1,575.00	1,575.00	1,000.00	0.00		
6051	UNIFORMS	2,750.00	2,750.00	3,025.00	2,117.50	70.00%	Field Uniforms
6060	OUTREACH	60,000.00	60,000.00	60,000.00	15,000.00	25.00%	share by mission
6087	EDUCATIONAL REIMBURSEMENT	5,000.00	5,000.00	5,000.00	0.00		
6090	SUBSCRIPTIONS/PUBLICATIONS	1,232.00	1,232.00	1,355.20	0.00		
6091	PUBLIC NOTICES	3,200.00	3,200.00	3,200.00	2,560.00	80.00%	% OF 2010
6093	MEMBERSHIPS	22,042.80	22,042.80	25,289.23	0.00		
	BENEFITS:						
6110	VISION INSURANCE	2,593.61	2,593.61	2,593.61	1,423.89	45%	Based on percent of hours
6120	WORKER'S COMP INSURANCE	16,648.29	16,648.29	15,210.80	8,350.73	45%	Based on percent of hours
6130	DENTAL INSURANCE	11,134.47	11,134.47	9,754.23	5,355.07	45%	Based on percent of hours
6150	MEDICAL INSURANCE	215,169.93	215,169.93	208,165.36	114,282.78	45%	Based on percent of hours
6150.01	MEDICAL EMPLOYEE CONTRIBUTION	-28,597.42	-28,597.42	-27,067.74	-12,180.48	45%	
6160	PAYROLL TAXES - EMPLOYER	81,796.00	81,796.00	85,162.08	46,753.98	45%	Based on percent of hours
6170	PERS RETIREMENT	235,124.31	235,124.31	378,247.30	207,657.77	45%	Based on percent of hours
6170.01	PERS EMPLOYEE CONTRIBUTION	-44,054.08	-103,897.36	-45,870.77	-20,641.85	45%	
	SALARIES:						
6210	OVERTIME				0.00		639,299.24
6230	REGULAR SALARIES	1,141,880.19	1,141,880.19	1,186,168.36			
Sub	Field Supervisor	89,984.17	89,984.17	90,118.95	109,945.12	100.00%	Salary+overhead 22% time
Sub	Field Operations Spec II	53,941.04	53,941.04	56,165.10	68,521.42	100.00%	Salary+overhead 22% time
Sub	Field Operations Spec I	44,407.48	44,407.48	45,814.83	44,715.27	80.00%	Salary+overhead 22% time
Sub	Asst Mgr/Lands Resources Mgr.	205,218.77	205,218.77	216,708.50	105,753.75	40.00%	Salary+overhead 22% time
Sub	Admin Services Spec.	87,578.30	87,578.30	86,957.64	42,435.33	40.00%	Salary+overhead 22% time
Sub	Admin Analyst	88,814.96	88,814.96	88,170.20	32,270.29	30.00%	Salary+overhead 22% time
Sub	Senior Engineer	167,556.73	167,556.73	171,606.99	41,872.11	20.00%	Salary+overhead 22% time
Sub	Assistant Engineer	74,941.84	74,941.84	79,513.89	48,503.47	50.00%	Salary+overhead 22% time
Sub	GIS Intern/contract	15,566.40	15,566.40	15,566.40	18,991.01	100.00%	Salary+overhead 22% time
Sub	General Manager	285,332.11	285,332.11	307,007.46	112,364.73	30.00%	Salary+overhead 22% time
Sub	Doc Imaging Intern	12,972.00	12,972.00	12,972.00	6,330.34	40.00%	Salary+overhead 22% time
sub	Assistant Engineer	15,566.40	15,566.40	15,566.40	7,596.40	40.00%	
	INSURANCE:						0.42
6310	PROPERTY / AUTO INSURANCE	4,400.00	4,400.00	4,488.00	3,366.00	75.00%	Approximate from Insurer
6320	GENERAL LIABILITY INSURANCE	32,300.00	32,300.00	32,300.00	24,225.00	75.00%	Approximate from Insurer
	DIRECTOR'S EXPENSES:						
6401	DIRECTOR'S FEES	94,861.31	94,861.31	75,494.10	0.00		
6410	MILEAGE	4,000.00	2,000.00	4,000.00	0.00		
6415	AIR FARE	2,500.00	2,500.00	2,500.00	0.00		
6420	OTHER TRAVEL	500.00	500.00	500.00	0.00		
6425	MEALS	3,500.00	2,000.00	3,500.00	0.00		
6430	LODGING	4,000.00	2,000.00	4,000.00	0.00		
6435	CONF/SEMINAR REGISTRATIONS	5,000.00	3,500.00	5,000.00	0.00		
6440	ELECTION FEES/REDISTRICTING	100,000.00	100,000.00	0.00	0.00		
	ADMINISTRATIVE/STAFF EXPENSES:						
6510	MILEAGE	2,500.00	2,500.00	2,500.00	1,000.00	40.00%	Allocation basis 2011
6515	AIR FARE	3,000.00	1,500.00	3,000.00	750.00	25.00%	Allocation basis 2011
6520	OTHER TRAVEL	1,050.00	550.00	1,050.00	262.50	25.00%	Allocation basis 2011
6525	MEALS	2,035.00	1,035.00	2,035.00	712.25	35.00%	Allocation basis 2011
6530	LODGING	3,750.00	2,000.00	3,750.00	1,312.50	35.00%	Allocation basis 2011
6535	CONF/SEMINAR REGISTRATIONS	4,000.00	4,000.00	4,000.00	1,400.00	35.00%	
9999	Contribution toward Capital Maint.	444,000.00	444,000.00	144,000.00	108,000.00		Reduced Allocation
8010	Capital Reserve GWE/Rate Stabilization	0.00	0.00	0.00	0.00	100.00%	Use not contribution
	TOTAL EXPENSES:	3,836,839.42	3,765,683.08	3,458,804.81	1,487,629.56		
	Operating Revenue	3,790,032.48	3,568,102.45	3,537,912.08	1,475,797.11		
	NET OPERATING REVENUE	-46,806.94		79,107.28	-11,832.45		
	OVERHEAD						
	NET GENERAL FUND ANNUAL						

GL ACCT: GL DESCRIPTION:		Approved 2020-2021 Budget	Projected Annual Costs (7/1/20- 6/30/21)	Draft 2021- 2022 Budget	GROUNDWATER RECHARGE ENTERPRISE		
Draft 2021-2022 Budget					2021 BUDGET:	% BUDGET	BASIS:
Multiyear Capital projects							
7010	MATERIALS	12,000.00	12,000.00	12,000.00	6,000.00	50.00% Field Security Changes	
	LAND & BUILDINGS						
7110	PROPERTY - CAPITAL REPAIRS	315,000.00	315,000.00	236,971.00	91,971.00	CIP #11 #15	
7120	PROPERTY - LAND PURCHASE	0.00	22,722.32	0.00			
7130	MENTONE PROPERTY (HOUSE) CAPITAL R	25,000.00	25,000.00	25,000.00	0.00		
7140	MENTONE PROPERTY (SHOP) CIP #3 b& c	330,000.00	330,000.00	330,000.00	330,000.00	100.00%	
7160	MENDOZA PROPERTY CIP\ #12	137,000.00	137,000.00	137,000.00			
	EQUIPMENT & VEHICLES						
7210	COMPUTER HARDWARE CAPITAL REPAIRS	5,000.00	5,000.00	5,000.00	1,250.00	25.00% Allocation basis 2011	
7220	COMPUTER SOFTWARE	10,000.00	10,000.00	10,000.00	3,000.00	30.00% Allocation basis 2011	
7230	FIELD EQUIPMENT / VEHICLES CIP #8 & #1	72,500.00	72,500.00	1,604.44	1,283.55	80.00%	
7240	OFFICE EQUIPMENT	1,500.00	1,500.00	1,500.00	0.00		
	PROFESSIONAL SERVICES:						
7126	ARTP ENGR/PROF SERVICES #23 #31	500,000.00	500,000.00	500,000.00	0.00	0.00%	
7150	MILL CREEK DIVERSION PROJECT CIP #1	1,100,000.00	1,100,000.00	1,100,000.00	1,100,000.00	100.00% In WIP Acct until completion	
7438	ENGINEERING SERVICES-OTHER	125,000.00	125,000.00	125,000.00	20,000.00	16.00% Mill Creek O&M Plans	
	CAPITAL EXPENSE	3,133,000.00	3,155,722.32	2,484,075.44	1,553,504.55		
	CAPTIAL REVENUE			144,000.00	108,000.00		
	CAPITAL SUBTOTAL ANNUAL NET			-2,340,075.44	-1,445,504.55		
	RESERVE CONTRIBUTION OR (-USE)		TOTAL	-2,260,968.16	-1,457,337.00	otal Multi year Pay Go Capital Project	

GC Non-Members with Production Above 300AF/year	Average 1959-1963 (AF)	Average 2015-2019 (AF)	2019 (AF)	SBVWCD Boundary
REDLANDS, CITY OF	25526	21302	25739	SBVWCD
MOUNTAIN VIEW POWER CO.	1105	1718	1251	SBVWCD
CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC	251	640	886	SBVWCD
MONTECITO MEMORIAL PARK	94	385	770	SBVWCD
MENTONE CITRUS GROWERS	588	639	495	SBVWCD
ARROWHEAD COUNTRY CLUB	631	422	352	SBVWCD
MT . VIEW CEMETERY	190	249	255	SBVWCD
WILLIAMS WELLCORPORATION LTD	694	325	245	SBVWCD
AHD LIMITED (DEER PARK)	94	193	231	SBVWCD
NEW ENGLAND WATER COMPANY	0	231	194	SBVWCD
CRAM-PATTERSON WELL	320	159	153	SBVWCD
GREENSPOT MUTUAL WELL COMPANY	119	148	149	SBVWCD
RAMIREZ, J. J.	1783	232	127	SBVWCD
CBC OWNERS ASSOCIATION C/O SCRES	373	128	117	SBVWCD
REDLANDS UNIFIED SCHOOL DISTRICT	459	86	103	SBVWCD
TENNESSEE MUTUAL WELL COMPANY	530	131	103	SBVWCD
CALVARY CHAPEL OF REDLANDS	0	95	95	SBVWCD
BARTON DEVELOPMENT C/O LUCKY FARMS	119	67	85	SBVWCD
CRAFTON WATER COMPANY	933	213	78	SBVWCD
RAUGHT MUTUAL WELL COMPANY	526	198	62	SBVWCD
GAY GROVE	222	62	58	SBVWCD
NATIONAL ORANGE SHOW	135	34	40	SBVWCD
MONTE LLC	527	51	35	SBVWCD
HAPPE MUTUAL WELL COMPANY	525	68	33	SBVWCD
GLADYSTA WELL & WATER COMPANY	529	29	25	SBVWCD
TENNESSEE WATER COMPANY	538	21	18	SBVWCD
PIONEER MUTUAL WATER CO	283	21	13	SBVWCD
DEPARTMENT OF STATE HOSPITALS - PATTON	1014	4	6	SBVWCD
BELL H EUGENE	97	1	1	SBVWCD
EAST HIGHLAND RANCH	2933	1	1	SBVWCD
REDLANDS-BRANSON DEVELOPMENT (BROOKSIDE PLAZA)	0	9	1	SBVWCD
CANYON RANCH	200	0	0	SBVWCD
DANGERMOND, JACK	263	0	0	SBVWCD
FAR WELL	107	48	0	SBVWCD
FOX ROTHSCHILD LLP	890	11	0	SBVWCD
GREENSPOT VILLAGE & MARKET PLACE LLC	1397	0	0	SBVWCD
GUYETTE, DOUG	28	0	0	SBVWCD
INLAND VALLEY DEVELOPMENT AGENCY	5598	0	0	SBVWCD
J. G. GOLFING ENTERPRISES	0	205	0	SBVWCD
KANSAS STREET MUTUAL WATER COMPANY	352	0	0	SBVWCD
KING STREET MUTUAL WELL COMPANY	358	0	0	SBVWCD
PHARAOHS LOST KINGDOM	0	1	0	SBVWCD
SAN BERNARDINO AVE WATER CO.	344	0	0	SBVWCD
SAN BERNARDINO COUNTY FLOOD CONTROL	409	2	0	SBVWCD
SOLANO WELL NO 3	76	52	0	SBVWCD
TROJAN GROVES	840	0	0	SBVWCD
TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA	1366	50	0	SBVWCD

OWNER	2019 Production (AF)	Estimated O&M Cost Groundwater Charge \$14.54/AF	20% of Estimated Replenishment Charge \$19.35/AF	Total based on 2019 Production
AHD LIMITED (DEER PARK)	231	\$ 3,359	\$ 894	\$ 4,253
ARROWHEAD COUNTRY CLUB	352	\$ 5,118	\$ 1,362	\$ 6,480
BARTON DEVELOPMENT C/O LUCKY FARMS	85	\$ 1,236	\$ 329	\$ 1,565
BELL H EUGENE	1	\$ 15	\$ 4	\$ 18
CALVARY CHAPEL OF REDLANDS	95	\$ 1,381	\$ 368	\$ 1,749
CANYON RANCH	0	\$ -	\$ -	\$ -
CBC OWNERS ASSOCIATION C/O SCRES	117	\$ 1,701	\$ 453	\$ 2,154
CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC	886	\$ 12,882	\$ 3,428	\$ 16,311
CRAFTON WATER COMPANY	78	\$ 1,134	\$ 302	\$ 1,436
CRAM-PATTERSON WELL	153	\$ 2,225	\$ 592	\$ 2,817
DANGERMOND, JACK	0	\$ -	\$ -	\$ -
DEPARTMENT OF STATE HOSPITALS - PATTON	6	\$ 87	\$ 23	\$ 110
EAST HIGHLAND RANCH	1	\$ 15	\$ 4	\$ 18
FAR WELL	0	\$ -	\$ -	\$ -
FOX ROT HSCHILD LLP	0	\$ -	\$ -	\$ -
GAY GROVE	58	\$ 843	\$ 224	\$ 1,068
GLADYSTA WELL & WATER COMPANY	25	\$ 364	\$ 97	\$ 460
GREENSPOT MUTUAL WELL COMPANY	149	\$ 2,166	\$ 577	\$ 2,743
GREENSPOT VILLAGE & MARKET PLACE LLC	0	\$ -	\$ -	\$ -
GUYETTE, DOUG	0	\$ -	\$ -	\$ -
HAPPE MUTUAL WELL COMPANY	33	\$ 480	\$ 128	\$ 608
INLAND VALLEY DEVELOPMENT AGENCY	0	\$ -	\$ -	\$ -
J. G. GOLFING ENTERPRISES	0	\$ -	\$ -	\$ -
KANSAS STREET MUTUAL WATER COMPANY	0	\$ -	\$ -	\$ -
KING STREET MUTUAL WELL COMPANY	0	\$ -	\$ -	\$ -
MENTONE CITRUS GROWERS	495	\$ 7,197	\$ 1,915	\$ 9,113
MONTE LLC	35	\$ 509	\$ 135	\$ 644
MONTECITO MEMORIAL PARK	770	\$ 11,196	\$ 2,980	\$ 14,175
MT . VIEW CEMETERY	255	\$ 3,708	\$ 987	\$ 4,694
MUSCOY MUTUAL WATER COMPANY NO. 1	1571	\$ 22,842	\$ 6,079	\$ 28,921
NATIONAL ORANGE SHOW	40	\$ 582	\$ 155	\$ 736
NEW ENGLAND WATER COMPANY	194	\$ 2,821	\$ 751	\$ 3,571
PHARAOHS LOST KINGDOM	0	\$ -	\$ -	\$ -
PIONEER MUTUAL WATER CO	13	\$ 189	\$ 50	\$ 239
RAMIREZ, J. J.	127	\$ 1,847	\$ 491	\$ 2,338
RAUGHT MUTUAL WELL COMPANY	62	\$ 901	\$ 240	\$ 1,141
REDLANDS UNIFIED SCHOOL DISTRICT	103	\$ 1,498	\$ 399	\$ 1,896
REDLANDS-BRANSON DEVELOPMENT (BROOKSIDE PLA 1		\$ 15	\$ 4	\$ 18
SAN BERNARDINO COUNTY FLOOD CONTROL	2	\$ -	\$ 8	\$ 8
SAN BERNARDINO AVE WATER CO.	0	\$ -	\$ -	\$ -
SAN BERNARDINO COUNTY - FACILITY MANAGEMENT	770	\$ 11,196	\$ 2,980	\$ 14,175
SOLANO WELL NO 3	0	\$ -	\$ -	\$ -
TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF	0	\$ -	\$ -	\$ -
TENNESSEE MUTUAL WELL COMPANY	103	\$ 1,498	\$ 399	\$ 1,896
TENNESSEE WATER COMPANY	18	\$ 262	\$ 70	\$ 331
TERRACE WATER COMPANY	205	\$ 2,981	\$ 793	\$ 3,774
TROJAN GROVES	0	\$ -	\$ -	\$ -
WILLIAMS WELL CORPORATION LTD	245	\$ 3,562	\$ 948	\$ 4,510
		\$ 105,808	\$ 28,166	\$ 133,974

To: Board of Directors

From: Betsy Miller, Land Resources Manager/AGM

Date: February 10, 2021

Subject: Conservation Services Agreement with Inland Empire Resources Conservation District for Implementation of Permit Conditions for the Plunge Creek Conservation Project

RECOMMENDATION

Consider approval of Conservation Services Agreement with Inland Empire Resources Conservation District (IERCD) for implementation of permit conditions associated with the Plunge Creek Conservation Project.

BACKGROUND

The Plunge Creek Conservation Project (Project) was issued the following permits in order to comply with State and Federal laws:

- Nationwide Permit in response to inquiry SPL-2017-00784-LRS from the U.S. Army Corps of Engineers
- Biological Opinion FWS-SB-19B0182-19F1160-R001 from the U.S. Fish and Wildlife Service
- Clean Water Act Section 401 Water Quality Certification and Order No. 362017-41 from the Santa Ana Regional Water Quality Control Board
- Operation of Law for Fish and Game Code Section 1602 Notification No. 1600-2017-0203-R6 from California Department of Fish and Wildlife
- California Endangered Species Act Safe Harbor Agreement No. 2089-2020-002-06 from California Department of Fish and Wildlife

These permits require the following post-construction actions over a five-year timeframe:

- Collection and spreading of seeds of native plant species from the Wash to restore habitat quality in areas that were temporarily disturbed by the Project
- Spreading and monitoring of Santa Ana River woolly-star seed collected prior to Project construction
- Wetland monitoring using the California Rapid Assessment Method
- Monitoring of the Santa Ana River woolly-star seeding locations and restoration areas
- Treatment of invasive plants within the Project area and a significant buffer area
- Monitoring of San Bernardino kangaroo rat

DISCUSSION

The District seeks to contract with IERCD to conduct the above items, with the exception of monitoring for San Bernardino kangaroo rat. IERCD staff possess the required qualifications for these tasks, and have been approved by California Department of Fish and Wildlife to act as the Project's Designated Restoration Ecologist.

In addition to fulfilling the permit requirements, these post-construction actions will support the desired Project function and allow the District to evaluate the efficacy of the Project in regards to habitat restoration. In particular, post-project monitoring will support our understanding of the Project's effects on the landscape and will inform efforts to replicate the Project moving forward.

The Conservation Services Agreement between the District and IERCD in support of the Plunge Creek Conservation Project includes the following components:

1. Clear definition of tasks to be conducted by IERCD.
2. Funding to be paid by District to IERCD in compensation for the contracted tasks.
3. Timing and mechanisms for payment.
4. Responsibilities for District and IERCD
5. Legal protections for District and IERCD

District will pay an amount not to exceed \$33,177.90 to IERCD as compensation for services rendered in 2021.

FISCAL IMPACT

Under the Conservation Services Agreement, District will pay an amount not to exceed \$33,177.90 from the Land Resource funds in FY21.

POTENTIAL MOTIONS

1. Authorize the General Manager to execute the Conservation Services Agreement.
2. Authorize the General Manager to execute the Conservation Services Agreement with revisions.
3. Do not authorize the General Manager to execute the Conservation Services Agreement.

ATTACHMENTS OR MATERIALS

1. Conservation Services Agreement with IERCD for implementation of permit conditions associated with the Plunge Creek Conservation Project
2. [Plunge Creek Habitat Mitigation and Monitoring Plan](#) (shown at hyperlink)

CONSERVATION SERVICES AGREEMENT

This CONSERVATION SERVICES AGREEMENT (“Agreement”) is entered into this ___ day of _____, 2021 by and between the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a water conservation district formed and existing pursuant to Water Code sections 74000 et seq., and having offices at 1630 W Redlands Blvd. Suite A, Redlands, CA 92373 (“District”), and the INLAND EMPIRE RESOURCE CONSERVATION DISTRICT, a governmental special district having offices at 25864-K Business Center Drive, Redlands, CA 92374 (“IERCD”) (together, “the Parties”).

RECITALS

WHEREAS, the District has previously received approval to restore and preserve an approximately 1.05 mile reach of Plunge Creek, identified as the Plunge Creek Conservation Project (“Project”).

WHEREAS, the Project would construct flow splitters and pilot channels to divert a portion of flows from Plunge Creek onto the historic Plunge Creek/Santa Ana River Wash, in order to provide a more complex channel morphology that would reestablish San Bernardino kangaroo rat and Santa Ana River woollystar habitats, waters of the U.S. and the State, and enhance groundwater recharge.

WHEREAS, the District has received permits from the United States Army Corps of Engineers (“ACOE”), the California Regional Water Quality Control Board, Santa Ana Region (“RWQCB”), and the California Department of Fish and Wildlife (“CDFW”) for the Project (collectively, the “Agency Permits”) which are as follows:

- The Clean Water Act Section 404 Nationwide Permit Verification letter issued by the ACOE dated April 11, 2019 (SPL-2017-00784-LRS);
- The Amended Streamlined Formal Section 7 Consultation for the Project dated July 22, 2020 issued by the U.S. Fish and Wildlife Service;
- The Clean Water Act Section 401 Water Quality Certification and Order for the Project (SARWQCB WDID #362017-41) dated October 3, 2018 issued by the Santa Ana Regional Water Quality Control Board; and
- The Safe Harbor Agreement (No. 2089-2020-003-06) for the Project dated July 31, 2020 issued by the California Department of Fish and Wildlife.

WHEREAS, the District and its contractors are responsible for installation, maintenance, and monitoring of this Project, in accordance with the Habitat Mitigation and Monitoring Plan (“HMMP”), the Habitat Mitigation and Monitoring Plan Amendment and Restoration Implementation Plan (“Amendment”).

WHEREAS, IERCD is a Resource Conservation District formed for the control of runoff, the prevention or control of soil erosion, the development and distribution of water, and the improvement of land capabilities to pursuant to Public Resources Code section 9151 *et seq.*; and

WHEREAS, IERCD may accept grants of money and conservation easements to carry out its purposes, and may establish and charge fees for services provided upon request pursuant to Public Resources Code sections 9401 *et seq.*; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which the IERCD agrees to implement the “IERCD Activities” described in paragraph 1, below.

AGREEMENT

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms and conditions contained herein, and pursuant to the laws of the State of California, the District and IERCD hereby agree as follows:

1. IERCD Activities: The Parties agree that IERCD will implement the following restoration and enhancement activities for a period of up to five (5) years (“IERCD Activities”): Section 2, 3, 4, and 5 of the Amendment attached hereto as Exhibit A; and the corresponding Sections 4.2, 5.3, and 7.1 of the HMMP attached hereto as Exhibit B. This Agreement addresses only the IERCD Activities. The Parties explicitly understand and agree that the Agency Permits associated with the Project require other mitigation not addressed in this agreement.

2. Deposit:

- a. Based on IERCD’s prior experience, and having examined the IERCD Activities, the Parties agree that the total sum of ONE HUNDRED NINETY THOUSAND TWO HUNDRED AND TWELVE DOLLARS (\$190,212) is a reasonable amount calculated to cover the anticipated cost of the IERCD Activities, as detailed in the IERCD Activities Cost Spreadsheet attached hereto as Exhibit C. District shall deposit with IERCD yearly installments of the estimated amounts to cover the IERCD Activities, subject to any adjustments in Deposit amounts agreed to by the parties pursuant to the annual review process provided in Paragraph 3 below, beginning with the Year Zero and Year 1 estimated amounts of EIGHT THOUSAND FIVE HUNDRED AND FORTY DOLLARS (\$8,540) for Year Zero, and THIRTY THREE THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS (\$33,178) together with the total amount of estimated supply costs over the entire five year period of IERCD Activities, TEN THOUSAND THREE HUNDRED AND FIFTY FIVE DOLLARS (\$10,355), for a total initial amount of FIFTY TWO THOUSAND SEVENTY THREE DOLLARS (\$52,073), within thirty (30) days of the execution of this agreement by both parties (“Deposit”). Thereafter, District shall, on or before thirty (30) days of the anniversary date of the initial Deposit, supplement the Deposit with the estimated amount of the IERCD

Activities reflected in Exhibit C for the appropriate successive year, as follows:

Year 2: THIRTY TWO THOUSAND FIFTY THREE DOLLARS (\$32,053)

Year 3: THIRTY FOUR THOUSAND ONE HUNDRED EIGHTY EIGHT DOLLARS (\$34,188)

Year 4: THIRTY FOUR THOUSAND TWO HUNDRED THIRTEEN DOLLARS (\$34,213)

Year 5: THIRTY SEVEN THOUSAND SIX HUNDRED EIGHTY SIX DOLLARS (\$37,686)

- b. IERCD shall provide to District a yearly accounting of the application of the Deposit to the IERCD Activities, which accounting shall include a description of the activities undertaken, the amount of the Deposit used in the prosecution of such activities, the status of Deposit remaining, and any estimated variance, positive or negative, from the estimates provided in Exhibit C hereto for the IERCD Activity for the succeeding year. If for any given year IERCD determines that its incurred costs will exceed the Deposit amount, IERCD shall promptly notify District in writing, and may request additional Deposit monies before proceeding further with any of the IERCD Activities.
- c. At the completion of the IERCD Activities, IERCD shall deduct from the Deposit all the costs associated with the IERCD Activities; any remaining portion of the Deposit shall be returned to District, along with an accounting of the costs of the IERCD Activities.

3. Term.: This Agreement shall be in effect for a period of one (1) year from the date it is signed by both parties. No later than thirty (30) days before the expiration of the term, the parties shall meet and confer, and determine all of the following:

- a. Whether to extend the Agreement for an additional one (1) year term, up to a maximum of four (4) extensions;
- b. Whether the estimate of the IERCD Activities for the upcoming year needs to be revised from those estimates provided in Exhibit C hereto, and whether there should be an adjustment to the annual Deposit as a result of any changed estimate for the upcoming year, or other years; and
- c. The progress of IERCD in accomplishing the IERCD Activities, and any modifications appropriate to the scope and definition of the IERCD Activities, based on direction from applicable regulatory agencies or conditions on the ground.

4. Amendment: Upon written mutual consent, the Parties, on an annual basis, may in their respective discretion, change, extend, or augment Sections 1 and 2 above for successive additional one (1) year periods, up to a maximum of four (4) total extensions, in order to complete the implementation of the IERCD Activities.

5. Mitigation and/or Conservation Responsibility:

- a. The Parties explicitly agree that this Agreement covers only the IERCD Activities. Mitigation or other requirements of any other regulatory permit issued to the District or other changes in mitigation related to the Project, remain the responsibility of the District.
- b. District agrees that IERCD shall not be responsible to conduct any services except for the IERCD Activities outlined in Section 1, above, even if DFW, the Regional Board, ACOE and/or any other regulatory agency later modify their respective mitigation requirements. In such event, the District and IERCD shall meet and confer, to determine whether any changes in HMMP or Amendment mitigation requirements affecting IERCD Activities may appropriately and efficiently be addressed by way of amendment to this Agreement, or whether this Agreement should be expanded, modified, or terminated, in light of such modified mitigation requirements. In no event, however, shall IERCD be bound to perform any services except the IERCD Activities specified hereunder, without further written agreement between the parties.
- c. District remains responsible for obtaining final approval from DFW, the Regional Board and ACOE and/or any other regulatory agency for satisfaction of their Agency Permit conditions, including the approval from any relevant agency that the IERCD Activities, as performed or being performed, meet the required success criteria. IERCD agrees to use its best efforts assist the District in obtaining approval of the IERCD Activities by the relevant agencies.

6. IERCD as Contractor: IERCD agrees that it shall either perform or contract for the performance of all IERCD Activities required under this Agreement. The prior, written approval of District, exercising its sole discretion, shall be required on any contracting or subcontracting arrangements IERCD may enter into for the performance of the IERCD Activities, and District may require indemnifications and minimum insurance requirements for any third parties who may enter upon, or perform any IERCD Activities upon, any District properties. The District shall have no liability, monetary or otherwise, to any cooperators, subcontractors, providers of services or recipients of service under this Agreement retained or utilized by IERCD, and District's sole obligations hereunder shall be to IERCD.

7. When Payment Due: The Parties agree that the Deposit is due and payable in full upon the District's receipt of IERCD's invoice therefor, which shall be no later than 30 days after full execution of this Agreement. IERCD agrees to provide the District with a written acknowledgement of receipt no later than 7 days after receipt of the Deposit.

8. Time of Performance: IERCD agrees to begin the IERCD Activities within 30 days of the receipt of District's payment pursuant to Section 5 of this Agreement, or at any later time agreed to in writing by the Parties. IERCD shall be under no obligation to carry out any of the terms of this Agreement unless and until District tenders the Deposit in full. In the event District does not tender the fee when due, then IERCD shall have no obligation to District whatsoever under this Agreement, whether at law or equity.

9. Cancellation: In the event District, for any reason, no longer desires IERCD to perform the IERCD Activities, it shall notify IERCD as soon as possible of its intent to cancel this agreement, including written notice by certified mail. Cancellation shall be effective ten (10) days after receipt of such notice by IERCD. In the event of cancellation after IERCD has begun the IERCD Activities, IERCD shall be allowed to complete any partially performed and unfinished activities as necessary for the protection of the public health, safety, and welfare, and the environment. IERCD shall be solely responsible for any termination or wind-up processes or obligations as may be necessary as a result of any agreement IERCD may have with any of its cooperators, subcontractors, providers of services or recipients of service under this Agreement, and IERCD indemnifies and holds District harmless from any claim or liability arising from such termination or wind-up processes or obligations. IERCD shall deduct all expenses accrued as of the date of receipt of the cancellation notice, plus those expenses to complete activities as described in this paragraph from the Deposit and return the balance, if any, to District within 60 days.

10. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To IERCD at:

Inland Empire Resource
Conservation District (IERCD)
25864-K Business Center Drive
Redlands, CA 92374
Attn: Mandy Parkes, District Manager
mparkes@iercd.org

To District at:

San Bernardino Valley Water Conservation
District (SBVWCD)
1630 W Redlands Blvd. Suite A
Redlands, CA 92373
Attn: Daniel Cozad, General Manager
dcozad@sbvwcd.org

With a copy to:

Steve Anderson
Best Best & Krieger LLP
3390 University Avenue, 5th Floor
P.O. Box 1028
Riverside, CA 92502
Steve.Anderson@bbklaw.com

David B. Cosgrove
Rutan & Tucker, LLP
18575 Jamboree Road
9th Floor
Irvine, CA 92612
dcosgrove@rutan.com

or to such other address as either party from time to time shall designate by written notice to the other.

11. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

12. Attorneys' Fees. The Parties shall bear their own attorney's fees and costs.

13. Entire Agreement. This instrument, including exhibits, sets forth the entire agreement of the Parties with respect to the IERCD Activities and supersedes all prior discussions, negotiations, understandings, or agreements relating to the IERCD Activities, all of which are merged herein.

14. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement, which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to one original or the same.

15. Authority. Each party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

16. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by Consultant without the prior written consent of the IERCD.

17. No Waiver. Failure of either party to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

18. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

19. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected

SIGNATURE PAGE FOR THE CONSERVATION SERVICES AGREEMENT BY AND BETWEEN THE SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT AND THE INLAND EMPIRE RESOURCE CONSERVATION DISTRICT

Date

Melody Henriques McDonald, President of the
Board
San Bernardino Valley Water Conservation District

Date

James Earsom, President of the Board
Inland Empire Resources Conservation District

Exhibit A

Habitat Maintenance and Monitoring Plan Amendment and Restoration Implementation Plan

Plunge Creek Conservation Project



INLAND EMPIRE
RESOURCE CONSERVATION DISTRICT

Habitat Maintenance and Monitoring Plan Amendment and Restoration Implementation Plan

Plunge Creek Conservation Project

Prepared for San Bernardino Valley Water Conservation District
1630 W Redlands Blvd ste A, Redlands, CA 92373
Primary contact: Betsy Miller, BMiller@SBVWCD.org

Prepared by Inland Empire Resource Conservation District
25864 Business Center Dr #K, Redlands, CA 92374
Primary contacts: Aaron Echols, AEchols@IERCD.org; Mandy Parkes, MParkes@IERCD.org

November 17, 2020

1. Purpose

This document provides an update to the Plunge Creek Conservation Project Habitat Maintenance and Monitoring Plan (HMMP) in order to: 1) reflect adaptive management changes as a result of the as-built conditions, 2) perform a closer analysis of appropriate restoration plant species, and 3) include specific details about restoration and enhancement implementation that will be conducted by IERCD on behalf of SBVWCD.

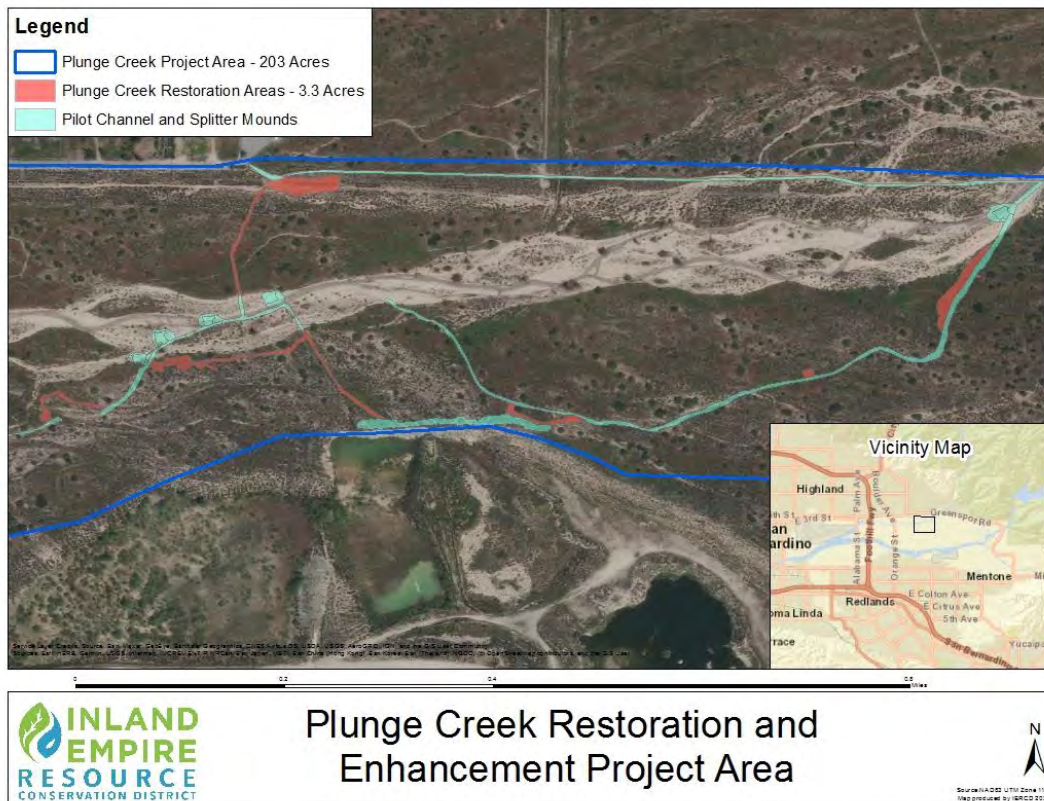
This Restoration Plan mainly covers biological aspects of the Plunge Creek Conservation Project and should be implemented in conjunction with and as a supplement to the original HMMP. All details not covered in this plan can be found in the HMMP.

2. Native Seeding (HMMP 4.2)

2.1. Native Seeding Area

Restoration instruction provided in the *Section 4.2* of the HMMP describes conducting restoration activities along a 20-ft buffer on either side of the created pilot channels running off of Plunge Creek. The total calculated acreage described in the HMMP amounted to 5.63 acres; however, during the creation of the pilot channel and splitter mound features, less habitat disturbance occurred along the pilot channels than was anticipated and approximately only 3.3 acres of disturbed area has been identified as needing to be actively restored.

Figure 1 Plunge Creek Restoration Areas



2.2. Seed Species Palette

The seed species palette will be amended to:

- 1) Correct species names and edit species inclusion based on natural ranges and vegetation types that are representative of the upper Santa Ana Wash.
- 2) Amend the species that will be used in the restoration to reflect early seral stage alluvial sage scrub plant communities as opposed to more mature, intermediate, and upland communities. Grading and sand introduction that has occurred during the pilot channel creation has functionally reset the vegetation community which would support early succession vegetation types.
- 3) Amend the seeding rate to reflect the shrub cover preferences of San Bernardino kangaroo rat (*Dipodomys merriami parvus*) (SBKR). Optimal woody cover for SBKR habitat should not exceed absolute cover of 30-50% ¹. The seeding rate will be adjusted from the original seeding rate of 20 lbs/acre to 9 lbs/acre.
- 4) Amend the seeding amount to reflect the as-built restoration acreage of 3.3 acres as opposed to 5.63 acres identified in the HMMP.

The original {annotated} and revised seed palettes area found in Tables 1 and 2 below.

Table 1. Original Species Palette from the HMMP

Species Scientific	Species Common	Total Amount (PLS)	IERCD Note
<i>Acmispon glaber</i>	deerweed	0.5	var. <i>brevialatus</i>
<i>Ambrosia acanthicarpa</i>	burweed	3.5	Remove- weedy
<i>Amsinckia menziesii</i>	fiddleneck	1.75	Remove- weedy
<i>Artemisia californica</i>	California sagebrush	0.25	
<i>Artemisia dracunculus</i>	tarragon	0.25	
<i>Baccharis salicifolia</i>	mulefat	0.75	Remove
<i>Bebbia juncea</i>	sweetbush	46	
<i>Croton californicus</i>	California croton	17	
<i>Deinandra fasciculata</i>	fasciculed tarweed	1	Remove- not typically associated w/ RAFSS
<i>Encelia farinosa</i>	brittle bush	9	
<i>Ericameria pinifolia</i>	pine goldenbush	1.5	Remove- replace w/ <i>E. linearifolia</i>
<i>Eriodictyon crassifolium</i>	telegraph weed	0.5	Remove- replace w/ <i>E. trichocalyx trichocalyx</i>

¹ Braden, G.T., and R.L. McKernan. 2000. A databased survey protocol and quantitative description of suitable habitat for the endangered San Bernardino kangaroo rat (*Dipodomys merriami parvus*). Unpublished report prepared by the San Bernardino County Museum, Redlands, California. June 2000.

<i>Eriogonum fasciculatum</i>	California buckwheat	3.25	var. <i>fasciculatum</i>
<i>Eriogonum gracile</i>	slender buckwheat	1.5	
<i>Galium angustifolium</i>	narrowleaf bedstraw	1.5	Remove
<i>Heterotheca grandiflora</i>	telegraph weed	1.75	
<i>Heterotheca sessiflora</i>	goldenstar	1.75	
<i>Lepidospartum squamatum</i>	scale broom	12	
<i>Leymus condensatus</i>	giant wildrye	1	Remove- replace with <i>Stipa speciosa</i> if needed
<i>Mirabilis laevis</i>	desert wishbone bush	1.5	
<i>Phacelia cicutaria</i>	caterpillar phacelia	0.75	Remove- replace w/ <i>P. distans</i> if needed
<i>Salvia apiana</i>	white sage	1.5	
<i>Salvia columbariae</i>	chia	0.75	
<i>Senecio flaccidus</i>	butterweed	7	var. <i>douglasii</i>
Total		116.25	

Table 2. Revised Target Species Palette to be used in Restoration

Species Scientific	Species Common	Target Amount Per Acre	Total Amount 3.3 Acres (Bulk LBS)
<i>Acmispon glaber</i> var. <i>brevialatus</i>	deerweed	0.25	0.83
<i>Bebbia juncea</i>	sweetbush	1	3.30
<i>Croton californicus</i>	California croton	0.1	0.33
<i>Cyrtanthera micrantha</i>	redroot cyrtanthera	0.1	0.33
<i>Eriodictyon trichocalyx</i> var. <i>trichocalyx</i>	yerba santa	0.25	0.83
<i>Eriogonum fasciculatum</i> var. <i>foliolosum</i>	California buckwheat	2	6.60
<i>Eriogonum gracile</i>	slender buckwheat	0.25	0.83
<i>Hesperoyucca whipplei</i>	chaparral yucca	2	6.60
<i>Heterotheca grandiflora</i>	telegraph weed	0.25	0.83
<i>Heterotheca sessiliflora</i>	goldenstar	0.5	1.65
<i>Lepidospartum squamatum</i>	scale broom	1.5	4.95
<i>Plantago erecta</i>	small plantain	0.1	0.33
<i>Salvia apiana</i>	white sage	0.1	0.33
<i>Salvia columbariae</i>	chia	0.25	0.83
<i>Senecio flaccidus</i> var. <i>douglasii</i>	butterweed	0.1	0.33

<i>Stephanomeria pauciflora</i>	wire lettuce	0.1	0.33
<i>Stylocline gnaphalioides</i>	everlasting stylo	0.1	0.33
Total		9.0	29.5

2.3. Seeding Methods

Seed broadcast will take place by manual methods rather than using imprinting as suggested in the HMMP. At the time that seed will be broadcast, SBKR exclusion efforts will not be in effect, making the use of large imprinting machinery unlikely. At the time of preparing this document, adequate seed amounts from Table 2 have been collected with the exception of early flowering annual herbaceous species. Supplemental quantities of these species may need to be collected in spring 2021. Seed will be distributed over the restoration areas by hand and lightly rolled into the soil using light hand equipment. Seeding is expected to take place in early December 2020.

Seed of Santa Ana River wooly star (*Eriastrum densifolium* subsp. *sanctorum*) collected in 2018 and 2019 will be broadcast in select areas according to the requirements and specifications of the Safe Harbor Agreement issued by the California Department of Fish and Wildlife. Appropriate areas for seed broadcast will be determined by soil type and topography within the Plunge Creek hydrological regime. In contrast to species from Table 2, wooly star seed will be broadcast several times throughout the winter to avoid potential stochastic loss as initial winter storms mold the pilot channel into a more natural series of alluvial benches and islands. All seeded areas will be recorded with GPS technology and flagged. Scarification of wooly star seed is not required for germination, though seed used in select areas may receive scarification treatment.

3. Invasive Species Control (HMMP 5.3)

3.1. Requirements

Enhancement requirements set forth in the HMMP, *Section 5.3*, are as follows:

- Reduce perennial invasive species (e.g., Spanish broom, fountain grass, short-pod mustard) to <1%
- Reduce annual invasive species (e.g., annual grasses, maltese star thistle) to <20% absolute cover

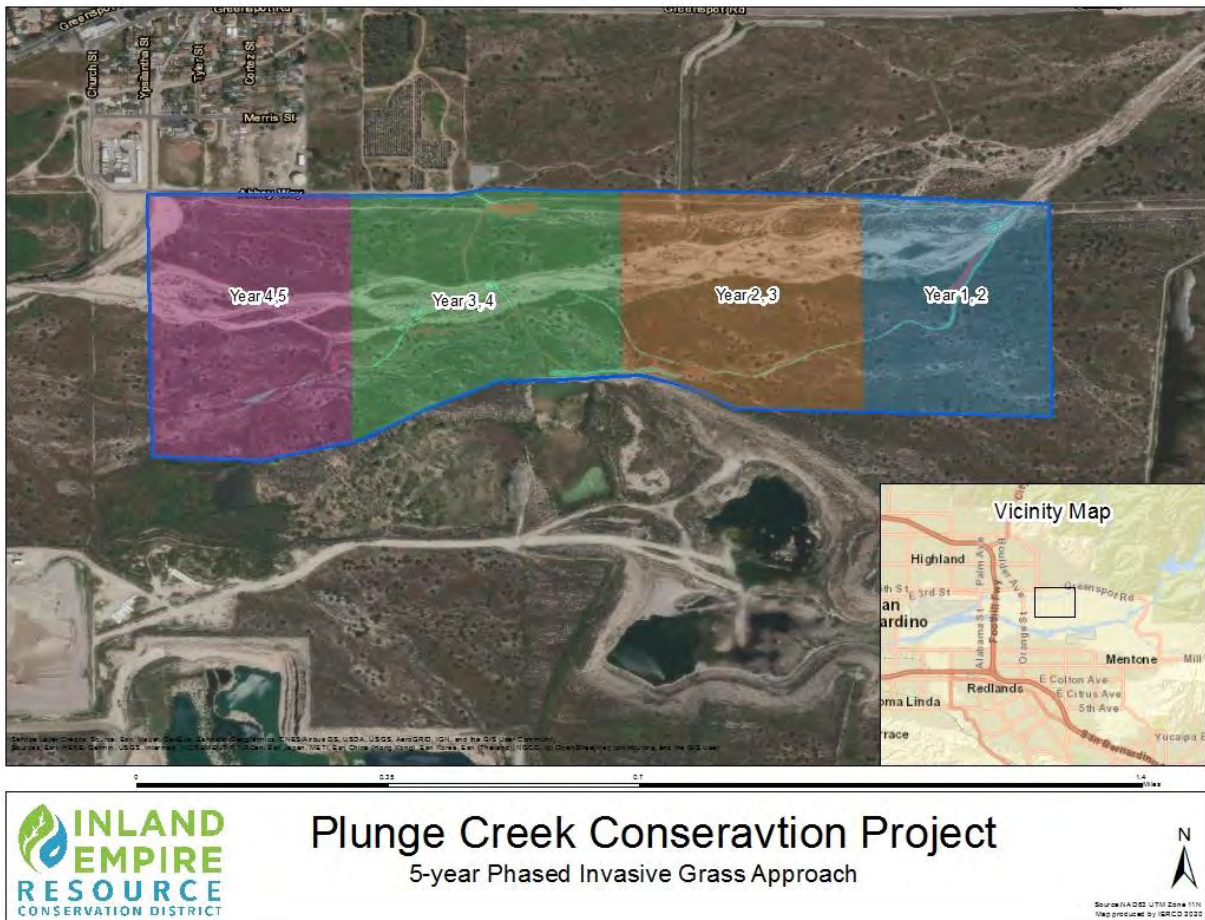
3.2. Methods

These activities will be carried out across the entire 202 acre project area. Due to the large size of the enhancement area, control of annual grasses species will be conducted in a phased approach. Approximately 50 acres will be able to be covered per year, though more area may be able to be covered according to non-native grass densities. 50 acre sections will receive targeted attention for two straight years over the 5-year enhancement period according to figure 2 below. This approach will likely result in higher seed bank control of annual grasses as compared with an approach which attempts to cover 200 acres during the short seasonal window when grass control is most effective. Experimental

plot monitoring conducted in 2017-2019 by IERCD and SBVWCD showed grass reduction from 55% cover to 4% cover over a two year period with a single well timed treatment per year. The target window for grass treatment using grass specific herbicides (Fusilade DX, Envoy) and a single treatment approach is immediately prior to grass bolting or in early flower stage; typically in the month of February in southern California in a normal rain year. Earlier treatments can be effective, but there exists a risk in late season rain prompting new germination of grasses, causing a need for secondary treatments to restrict seed production. In contrast to the phased approach that will be used to control annual grasses, herbaceous broadleaf weeds, which exist sparsely throughout the Conservation Area, will be targeted within the entire 202 acres area every year over the 5-year period.

Enhancement activities will be conducted primarily by herbicide application using backpack sprayers and using a skid sprayer with a 300' hose reel when working near an established road. Additional methods such as manual removal and line trimming will remain as alternative to herbicide application and may be required around sensitive plant species.

Figure 2 Phased Enhancement Concept Map



4. Monitoring (HMMP 7.1)

Section 7.1.1.1 of the HMMP describes the monitoring schedule and actions that will take place during the 5-year maintenance and monitoring program. This section indicates that the restoration ecologist will perform “qualitative assessments” to evaluate, among other tasks, “percent cover of non-native grasses”. Determining a percent cover is a quantitative rather than qualitative task and requires quantitative assessment to evaluate. Whereas the HMMP does not provide any method or instruction for quantitative assessments, a quantitative monitoring approach should be developed and implemented. It is recommended that (<6) 50’x50’ permanent plots are established and physically marked for making assessments. Using the California Native Plant Society (CNPS) percent cover diagrams² for square plots to make ocular estimates can provide low effort quantitative insight into non-native species cover to be used in gauging progress success.

4.1. Native Seeding Monitoring

The native seeding areas will be monitored in accordance with HMMP *Section 7.1.1*. No quantitative success standard for vegetative cover was provided in the HMMP; however, cover will be assessed using CNPS ocular estimation diagrams to approximate native cover and determine progress or the need for adaptive management.

4.2. Santa Ana River Woolly Star Monitoring

All woolly star seeding areas will be monitored until it is apparent that populations have successfully established or re-established; i.e., plants successfully germinate, mature and produce reproductive structures. A census will be performed in June 2021 to identify and count individuals and populations within restoration areas to determine the success of the seeding effort.

4.3. Santa Ana River Woolly Star Post Seeding Memorandum

Following initial completion of woolly star seeding, a memorandum will be prepared that will include:

- A map indicating woolly star seeded areas with weights and estimated number of seeds distributed
- Dates of seed broadcast and methods used
- Scarification methods if seed scarification was conducted
- Representative photos of the seeded areas

² https://cnps.org/wp-content/uploads/2018/03/percent_cover_diag-cnps.pdf

5. Schedule of Biological Tasks

Time	Activity	Note	Required Reporting
2020 (Year 0)			
October	RAFSS seed collection		
December	RAFSS seed broadcast within 3.3 acre restoration area		
	Wooly star seed broadcast within identified areas		Seed installation memorandum
	Establish photo points		
	Spanish broom treatment		
2021 (Year 1)		Bimonthly monitoring visits	
February - April	Invasive grass and broadleaf treatments	50 acres of grass treatment	
March			
April	GPS photo point capture		
	CRAM year 1		
	Annual vegetation cover monitoring (restoration+ grass cover assessments)		Monitoring Report
May	Perennial invasive species treatments		
	Additional seed collection of herbaceous annuals	if necessary	
June	Wooly star census		
November	Broadcast of herbaceous annual species seed	if necessary	
2022 (Year 2)		Bimonthly monitoring visits	
February - April	Invasive grass and broadleaf treatments		
April	GPS photo point capture		
	Annual vegetation cover monitoring (restoration+ grass cover assessments)		Monitoring Report
2023 (Year 3)		Quarterly monitoring visits	
February	Invasive grass and broadleaf treatments		
April	GPS photo point capture		
	CRAM and JD year 3		
	Annual vegetation cover monitoring (restoration+ grass cover assessments)		Monitoring Report
2024 (Year 4)		Quarterly monitoring visits	
February	Invasive grass and broadleaf treatments		

April	GPS photo point capture		
	Annual vegetation cover monitoring (restoration+ grass cover assessments)		Monitoring Report
2025 (Year 5)		Quarterly monitoring visits	
February	Invasive grass and broadleaf treatments		
April	GPS photo point capture		
	CRAM and JD year 5		
	Annual vegetation cover monitoring (restoration+ grass cover assessments)		Monitoring Report



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1766

To: Board of Directors

From: David Cosgrove/Betsy Miller

Date: February 10, 2021

Subject: Community Mitigation Program Documents for SBCTA's State Route 210 Mixed Flow Land Addition Project

RECOMMENDATION

Approve in concept the Agreement for Acquisition of Conservation Easement for the San Bernardino County Transportation Authority's (SBCTA) State Route 210 Mixed Flow Lane Addition Project.

Approve in concept revisions to Conservation Easement Deed and Endowment Agreement for the Deposit, Disbursement, and Use of Funds for Wasting and Non-Wasting Endowments related to SBCTA's State Route 210 Mixed Flow Lane Addition Project, as acted upon during the April 8, 2020, Board Meeting.

Authorize the Board President to sign all documents, subject to clerical, or non-substantive revisions, to both agreements, as recommended by the General Manager and General Counsel, depending upon review by CDFW of the mitigation property, the conservation easement, and the terms of either agreement. Any changes which are substantive, or would involve modifications to deal points, would require re-authorization by the Board.

BACKGROUND

To comply with California Endangered Species Act Incidental Take Permit (ITP) No. 2081-2017-062-06 for the State Route 210 Mixed Flow Lane Addition Project, SBCTA requested the ability to purchase 4.2 acres of conservation easements from the District through our Community Mitigation Program, fund an endowment for in-perpetuity easement for such, and additional support for ITP implementation in a consulting capacity from the San Bernardino Valley Conservation Trust (Trust). The Board approved the Conservation Easement Deed and the Endowment Agreement on April 8, 2020; subsequently, additional changes were made to address SBCTA concerns. Additional review of these documents by CDFW is anticipated and any requests for substantive changes will be presented to the Board for discussion and approval.

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille

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David E. Raley

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Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

DISCUSSION

District and Trust coordination with SBCTA on their State Route 210 Mixed Flow Lane Addition Project includes the following components:

1. The Conservation Easement Deed will record a conservation easement, as may be acceptable to the California Department of Fish and Wildlife, over 4.2 acres of land in the District's Community Mitigation Program area (within the Wash Plan's Neutral Lands designation). SBCTA will pay the District \$567,000 for the conservation easement, which will be funded through an escrow, from a deposit SBCTA has already made with CDFW. Conservation of 4.2 acres of appropriate lands will satisfy a condition of California Endangered Species Act Incidental Take Permit No. 2081-2017-062-06.
2. The Endowment Agreement for the Deposit, Disbursement, and Use of Funds for Wasting and Non-Wasting Endowments will govern use of endowments for the short and long-term management of the 4.2 acres of lands under a recorded conservation easement, including:
 - a. The amount of \$58,250 to fund the wasting endowment for start-up actions to ensure the newly conserved lands are at Wash Plan Preserve standards for habitat and management.
 - b. The amount of \$87,060 to fund the wasting endowment for survey and management requirements during the first three years of conservation.
 - c. The amount \$97,591 to fund the permanent non-wasting endowment for managing the conserved lands at Wash Plan Preserve standards.

SBCTA will pay the Trust a total of \$242,901 to be held and disbursed in accordance with the Endowment Agreement to fulfill requirements of California Endangered Species Act Incidental Take Permit No. 2081-2017-062-06.

3. The Agreement for Acquisition of Conservation Easement will direct the actions and responsibilities of the Trust and the District in regards to the recordation of the Conservation Easement Deed, held by the Trust on lands owned by the District. In addition, this Agreement functions as the escrow agreement for the sale of the Conservation Easement.

FISCAL IMPACT

Execution of the Conservation Easement Deed and the Endowment Agreement for the Deposit, Disbursement, and Use of Funds for Wasting and Non-Wasting Endowments would result in a payment of \$567,000 to the District for 4.2 acres of land in the District's Community Mitigation Program. Associated wasting and non-wasting endowments in the amount of \$242,901 will also be deposited with the Trust for use in monitoring, management and restoration of the 4.2 acres of mitigation lands as in compliance with California Endangered Species Act Incidental Take Permit (ITP) No. 2081-2017-062-06 for the State Route 210 Mixed Flow Lane Addition Project.

POTENTIAL MOTIONS

1. Authorize the General Manager to execute the Conservation Easement Deed and the Endowment Agreement for the Deposit, Disbursement, and use of Funds for Wasting and Non-Wasting Endowments related to the San Bernardino County Transportation Authority's (SBCTA) State Route 210 Mixed Flow Lane Addition Project, subject to clerical, or non-substantive revisions, to both agreements, as recommended by the General Manager and General Counsel, depending upon review by CDFW of the mitigation property, the conservation easement, and the terms of either

agreement. Any changes which are substantive, or would involve modifications to deal points, would require re-authorization by the Board .

2. Authorize the Board President to execute the Conservation Easement Deeds and Endowment Agreements for the current project and future projects in substantially the forms attached, subject to clerical, or non-substantive revisions, to both agreements, as recommended by the General Manager and General Counsel, depending upon review by CDFW o the mitigation property, the conservation easement, and the terms of either agreement. Any changes which are substantive, or would involve modifications to deal points, would require re-authorization by the Board.
3. Do not authorize the Board President to execute the Conservation Easement Deed and the Endowment Agreement related to the San Bernardino County Transportation Authority's State Route 210 Mixed Flow Lane Addition Project, and provide alternative direction to staff.

ATTACHMENTS OR MATERIALS

1. Conservation Easement Deed for SBCTA's State Route 210 Mixed Flow Lane Addition Project
2. Endowment Agreement for the Deposit, Disbursement, and use of Funds for Wasting and Non-Wasting Endowments related to the SBCTA's State Route 210 Mixed Flow Lane Addition Project
3. Agreement for Acquisition of Conservation Easement for SBCTA's State Route 210 Mixed Flow Lane Addition Project

Attachment 1: For the Conservation Easement Deed for SBCTA's State Route 210 Mixed Flow Lane Addition Project, please see Exhibit C of the Agreement for Acquisition of Conservation Easement (Attachment 3).

**ENDOWMENT AGREEMENT FOR THE DEPOSIT, DISBURSEMENT, AND
USE OF FUNDS FOR WASTING AND NON-WASTING ENDOWMENTS**

This Endowment Agreement (“Agreement”) is entered into effective this ____ day of February, 2021 (“Effective Date”), by and between the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT (“District”), a California water conservation district; THE SAN BERNARDINO VALLEY CONSERVATION TRUST, a 501(c)(3) nonprofit corporation, (“Trust”); and SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a transportation authority created under the San Bernardino County Transportation Authority Consolidation Act of 2017, Public Utilities Code sections 130800 et seq., (“Authority”). This Agreement is entered in consideration of all of the following:

A. District is a California water conservation district, duly formed and existing under Water Code sections 74000 et seq. of the California Water Code. District is the owner of certain real property located within the Santa Ana River Wash in San Bernardino County, California, including 4.2 acres which the parties have identified as appropriate for offsetting biological and habitat impacts (“Property”), but which Property must be approved by the California Department of Fish and Wildlife (“CDFW”).

B. The Trust is authorized under Civil Code section 815.3 to hold and manage lands, monies, and Conservation Easements over property with habitat values for threatened or endangered species under the Federal Endangered Species Act, 16 U.S.C. sections 1531 et seq., and the California Endangered Species Act, California Fish and Game Code sections 2050 et seq. The Trust does so to further compliance with various permitting and regulatory habitat maintenance, enhancement, and protection mitigation requirements imposed upon public and private projects that have the potential to negatively impact protected biological resources.

C. The Authority is constructing the State Route 210 Mixed Flow Lane Addition Project which will widen the SR-210 from Sterling Avenue to San Bernardino Avenue from four mixed flow lanes to six mixed flow lanes, with the addition of one mixed flow lane in each direction within the median (“Project”). Through the course of securing permits and development entitlements for the Project, various habitat enhancement, preservation, management, and mitigation requirements were required of Authority as a condition of allowing the Project to go forward (hereafter, “Habitat Mitigation”).

D. District is the sponsor and lead agency for the Upper Santa Ana River Wash Plan Habitat Conservation Plan (“Wash Plan HCP”). The Wash Plan HCP has been formulated, processed, and sponsored by the District, to set habitat management, enhancement, operation, and maintenance responsibilities in connection with a larger “Wash Plan Preserve” as defined in the Wash Plan HCP. The Property is located within the boundaries of the Wash Plan Preserve, but is not included as part of the mitigation area committed for the Covered Activities under the Wash Plan. The Parties have identified that management of the Property, consistent with the management strategies of the Wash Plan Preserve, and subject to the approval of applicable permitting agencies for the Project, may serve to meet the Project’s needs for the Habitat Mitigation.

E. Authority, District, and Trust have identified the Property as being suitable for satisfying the Habitat Mitigation. In this regard, the parties hereto have negotiated, and

concurrently with this Agreement are entering into, an “Agreement for Acquisition of Conservation Easement” (“Conservation Easement Agreement”). The Conservation Easement Agreement provides for transfer of a Conservation Easement over the Property from the District to the Trust, which the parties propose to satisfy the Habitat Mitigation. Under the Conservation Easement, the Trust will undertake to fulfill the habitat management, enhancement, and protection requirements on and over the Property, as set out in the Habitat Mitigation, in a manner consistent with the standards of the Wash Plan HCP.

F. Authority has made certain payments to further the implementation of the Habitat Mitigation including the following:

1. Eight Hundred and Nine Thousand Nine Hundred One Dollars (\$809,901) to CDFW as security for Incidental Take Permit (ITP) Measures 9.1.1 – 9.1.4 as further detailed in Section 2 below.

2. Three Hundred Twenty-Four Thousand Four Hundred Ninety-One Dollars and Sixty-Nine Cents (\$324,491.69) to the Trust as described in Section 3 below.

3. Fifty-Two Thousand Five Hundred Thirteen Dollars and Thirty-Four Cents (\$52,513.34) to the Trust for revisions to ITP Measures 8.7, 8.9 and 8.11.

G. This Agreement sets forth certain milestones upon which Authority is to make payment to the Trust and upon such payment, authorizes the Authority to request release of funds that Authority deposited with CDFW as security.

H. This Agreement also sets forth various terms and obligations of Authority, District, and the Trust in connection with the Authority’s payments to the District and the Trust to review, process, and approve the transfer of the Conservation Easement to the Trust, and to assure that the responsibilities of habitat preservation, maintenance, enhancement, and operation, to standards consistent with the Wash Plan HCP and Biological Permit (as defined in 1(a) below), can be performed on the Property within the funding required.

NOW, THEREFORE, in consideration of all the foregoing, the parties hereby agree as follows:

1. REVIEW BY DISTRICT AND TRUST OF PERMITTING BY AUTHORITY

(a) If it has not already done so, Authority shall, as soon as practical after the execution of this Agreement, provide to both District and Trust copies of all habitat mitigation dedication requirements and habitat preservation, maintenance, enhancement, and operational requirements on the Project, whether required by CDFW, USFWS, or either applicable regulatory agency. These requirements may come in the form of an HCP, HMMP, Incidental Take Permit (ITP), Biological Opinion, subdivision or land use entitlement conditions of approval, or other development condition, exaction or requirement (collectively, “Biological Permit”). Copies of the Biological Permit shall be provided to the District and to the Trust without cost to either. The Biological Permit information shall include any property analysis record (“PAR”) or other cost estimates, any biological studies or reports submitted in conjunction with or connection with securing the Biological Permit, and all correspondence with USFWS, CDFW, and any biological permitting agencies.

(b) The Trust and the District will work as quickly as possible, but in any event, shall have no less than 90 days from receipt of the complete package of the Biological Permit to review all aspects thereof to determine consistency of same with the Wash Plan HCP management actions and strategies, and the ability of the Trust or the District, respectively, to otherwise meet the requirements of the Biological Permit. The review by the District and Trust, as may be extended by mutual agreement of the parties, shall include, but not be limited to, all of the following:

(i) Consistency of the Biological Permit with Wash Plan HCP standards, strategies, and obligations.

(ii) Adequacy of the proposed wasting endowment to fund Biological Permit needs to ensure the Property can be managed at the Wash Plan HCP Preserve standards.

(iii) Adequacy of the proposed non-wasting endowment to fund Wash Plan HCP-equivalent activities on the Property pursuant to the Conservation Easement.

(iv) The adequacy and accuracy of the PAR in establishing the amount of the wasting and non-wasting endowments.

(v) The amount of acreage required for habitat set aside under the Biological Permit, and the availability of such acreage owned by the District, and eligible for the Conservation Easement.

(vi) The impact of the issuance of a Conservation Easement and the incorporation or joint administration of the Conservation Easement on the Property with the Wash Plan HCP, to assure both District and Trust can meet obligations under the Wash Plan HCP Implementing Agreement.

(c) After such review, Trust and District, and each of them, shall advise Authority in writing as to whether each agrees to go forward with meeting the requirements of the Biological Permit. Trust and District may approve, reject, or require in writing clarification of the provisions, conditions, or requirements of the Biological Permit. Authority shall provide final, signed copies of all permits utilizing the Conservation Easement for mitigation to District and Trust prior to full implementation of this Agreement.

(d) In the event both District and Trust approve requirements of the Biological Permit, the parties shall proceed to full implementation of this Agreement.

(e) In the event either Trust or District conclude they are unable to meet the requirements of the Biological Permit, which cannot be resolved under subsection 1(f) below, this Agreement shall terminate, and all remaining deposit amounts and unused pre-payments made by Authority remaining as of the date of notice of such termination, shall be refunded to Authority, without interest, and all continuing and further obligations between and among the parties shall cease.

(f) In the event either District or Trust require amendment or clarifications in writing to the requirements of the Biological Permit, the parties shall meet and confer in good faith, including as necessary, with USFWS, CDFW, or other applicable regulatory agency. This meet and confer process shall proceed for a period not to exceed ninety (90) additional days,

measured from the end of the original 90 day review period, unless extended in writing by all parties hereto. If the matter is resolved pursuant to this additional clarification, the parties shall proceed with approval and implementation of this Agreement, and if not, this Agreement shall terminate under the conditions set forth in Section 1(e) above.

(g) Review and approval of the Biological Permit and all matters incident thereto by the District and the Trust is solely for the purpose of determining the suitability, achievability, and compatibility of the Biological Permit requirements for management consistent with the Wash Plan HCP, and its approved habitat preservation, enhancement, operation, and management strategies. Neither District nor Trust makes any representation, warranty, guaranty, or indemnity to Authority that the Wash Plan HCP, or management of the Property in a manner consistent with the requirements thereof, complies with Authority's obligations under the Biological Permit. Any responsibilities, obligations, or requirements of the Biological Permit that are not met by the imposition of the Conservation Easement over the Property and the performance by District and the Trust of its obligations hereunder, its inclusion into the Wash Plan Preserve, or its management pursuant to the Wash Plan HCP are, and shall remain, the sole responsibility of Authority.

2. AUTHORITY DEPOSITS WITH CDFW

On April 8, 2020, Authority deposited with CDFW the following amounts to be held as security for the implementation of ITP Measures 9.1.1 – 9.1.4:

(a) Five Hundred Sixty-Seven Thousand Dollars (\$567,000) as payment for the Conservation Easement as such is described in the Conservation Easement Agreement as the purchase price (ITP Measure 9.1.1). These funds will be deposited into an escrow account and disbursed to the District after recordation of a conservation easement according to the terms of the "Agreement for Acquisition of Conservation Easement."

(b) Fifty-Eight Thousand Two Hundred and Fifty Dollars (\$58,250) to fund the wasting endowment for the Biological Permit start-up requirements on the Property, to ensure it is able to meet Wash Plan Preserve standards (ITP Measure 9.1.2).

(c) Eighty-Seven Thousand Sixty Dollars (\$87,060) to fund the wasting endowment for Biological Permit initial and interim requirements on the Property to ensure it is able to meet Wash Plan Preserve standards (ITP Measure 9.1.3).

(d) Ninety-Seven Thousand Five Hundred Ninety-One Dollars (\$97,591), to fund the permanent non-wasting endowment for managing the Property consistent with the Wash Plan HCP (ITP Measure 9.1.4).

3. PAYMENTS TO THE TRUST

(a) The Authority has previously paid to the Trust Three Hundred Twenty-Four Thousand Four Hundred Ninety-One Dollars and Sixty-Nine Cents (\$324,491.69) for work associated with implementation of ITP Measures 8.7, 8.8, 8.9, 8.11, 9.1, 9.7 and 9.8, including San Bernardino kangaroo rat trapping, relocation, telemetry and monitoring; providing habitat management cost estimates for the ITP; Conservation Easement approval and recordation; and establishment of an endowment fund, according to the March 18, 2020 proposal from the Trust

and attached to this Agreement as Exhibit A. This amount also includes staff time for work on preparation of agreements, according to the March 17, 2020, invoice attached as Exhibit B.

(b) The Authority has paid Fifty-Two Thousand Five Hundred Thirteen Dollars and Thirty-Four Cents (\$52,513.34) to the Trust for revisions to ITP Measures 8.7, 8.9 and 8.11.

(c) The Authority shall pay to the Trust the amount of Fifty-Eight Thousand Two Hundred and Fifty Dollars (\$58,250) for implementation of start-up activities associated with ITP Measures 9.1.2 and 9.7.5, within 15 working days of the Effective Date. The start-up activities include preparation of a Small Mammal Restoration Plan, preparation of a Final Management Plan, conducting a baseline biological assessment and land survey report, and developing and transferring Geographic Information System (GIS) data, if applicable, according to the February 4, 2021 proposal/invoice attached as Exhibit C.

(d) The Authority shall pay to the Trust the total amount of Eighty-Seven Thousand Sixty Dollars (\$87,060) to provide for the interim management of the Property following start-up activities conducted according to ITP Measures 9.1.3 and 9.7.6. The interim management payment will be paid in three installments upon recordation of the conservation easement, with the first year's installment due within 15 working days of such recordation and the second and third installments annually thereafter in the following amounts:

- (i) 50% year one;
- (ii) 25% year two;
- (iii) 25% year three.

The interim management period will be three years and management activities will include fence repair, trash removal, site monitoring, habitat assessments, species surveys, and vegetation and invasive species management, according to the February 4, 2021 proposal/invoice attached as Exhibit D.

4. DISBURSEMENTS BY CDFW

Authority shall request the CDFW to release the funds held as security incrementally as the mitigation obligations are met as outlined below:

(a) Upon CDFW review and approval of all of the following: (1) a Small Mammal Restoration Plan (could be included in the Final Management Plan); (2) a Final Management Plan; (3) a baseline biological assessment and land survey report; and (4) Geographic Information Systems (GIS) data for the mitigation lands, the Authority will request that CDFW release the \$58,250 security for ITP Measure 9.1.2 to the Authority.

(b) Upon satisfaction of ITP Measures 9.1.1, 9.1.2, 9.8.1 (Identify Endowment Manager) and 9.8.2 (Calculate Endowment Funds Deposit), the Authority shall request that CDFW release the \$97,591 security for ITP Measure 9.1.4 to the Trust.

(c) After recordation of the Conservation Easement and as each installment payment is made for the interim management as set forth in Section 3(c) above, the Authority will request that CDFW release the amount of each installment to the Authority.

5. DISBURSEMENTS BY DISTRICT

Once all documents, funds, and other materials are deposited with District as described within this agreement, and all conditions to this Agreement and the Conservation Easement have been met, District shall do all of the following:

(a) Record or cause to be recorded the Conservation Easement in the name of the Trust.

(b) Refund any unused deposits or payments for costs to Authority.

6. TRUST HOLDING, USE, AND DISBURSEMENT OF FUNDS

Upon disbursement of the non-wasting endowment funds to the Trust, the Trust shall hold, invest, use, apply, protect, and manage all such funds consistent with the applicable Investment Policies of the Trust, District, and any agreements between them, relating to the Wash Plan HCP or otherwise applicable to the Wash Plan Preserve.

7. TERMINATION

Any party may terminate this Agreement due to a default by another party in performing this Agreement, by providing 30 days' written notice to each of the other parties. At the time of receipt of such notice of termination, all work being undertaken by either District or Trust in terms of review of Biological Permits, generation of agreements or amendments to same, preparation of deeds or other documents attendant to close of escrow, property inspections, surveys, or investigations, document review, or other inspections attendant to transfer of the Conservation Easement or the non-wasting endowment shall cease. Any deposits or pre-payments unused at that point shall be returned to Authority, without interest, as of the effective date of termination, but District and Trust shall retain all portions of any deposits necessary to reimburse both, or either, for all work done prior to the receipt of the notice of termination, or work or other charges incurred by District or Trust incident to the termination.

8. NOTICES

All notices required to be provided hereunder shall be provided in writing, and either served personally, or sent by United States mail. Such notices shall be provided through either personal delivery, First-Class Mail, or overnight carrier, such as Federal Express, and all such notices shall be deemed effective on the 3rd day following mailing. Such notices shall also be provided by electronic mail delivery at the e-mail addresses listed below, but the calculated time hereunder for delivery of notices shall be from the written notice provided. Such notices shall be directed to the parties at the addresses, and to the attention of the persons, listed below, which designated recipients of notice or addresses may be changed by the parties from time to time by notice to the others in writing:

If to the District:

San Bernardino Valley Water Conservation District
1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
Attention: General Manager
e-mail: dcozad@sbvwcd.org

If to the Trust: San Bernardino Conservation Trust
1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
Attention: Corporate Secretary
e-mail: dcozad@sbvwcd.org

If to Authority: San Bernardino County Transportation Authority
1170 West 3rd Street, 2nd floor
San Bernardino, CA 92410
Attention: Paula Beauchamp
e-mail: pbeauchamp@gosbcta.com

9. ENTIRE AGREEMENT

This Agreement, in conjunction with the Conservation Easement Agreement entered into concurrently herewith, contains the entire agreement of the parties hereto with respect to the matters contained herein, and supersedes all negotiations, prior discussions, and preliminary agreements or understandings, whether written or oral. No waiver or modification of this Agreement shall be binding unless consented to by all parties in writing.

10. WAIVER

No waiver of any default shall constitute a waiver hereunder of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give any other party any contractual rights by custom, estoppel, or otherwise. Nothing herein is intended to, nor shall be construed as, any waiver by any party of any applicable Government Tort Claims Act requirements.

11. COOPERATION AND FURTHER ACTS

All parties hereto agree to use reasonable care and diligence to perform their respective obligations under this Agreement, and the Conservation Easement Agreement. All parties agree to act in good faith and execute all instruments, prepare all documents, and take all actions as may be reasonably necessary, appropriate, or convenient to carry out the purposes of this Agreement.

12. GOVERNING LAW

This Agreement shall be governed by, and construed under, the laws of the State of California.

13. ATTORNEYS' FEES

In the event of any proceeding, in law or equity, to enforce any provision of this Agreement, or the related Conservation Easement Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees. The term "attorneys' fees" herein shall include reasonable costs for investigating the action, conducting discovery, cost of appeal, costs and fees for expert witnesses, and other normally allowable costs incurred in such litigation, whether or not such litigation or other proceeding is prosecuted to final judgment. Service of process on any party shall be made

in any matter permitted by law, and shall be effective whether served inside or outside of California.

14. CONSTRUCTION

The language of this Agreement shall be construed according to its fair meaning, and not for or against any party hereto based on authorship. The captions of the various sections and paragraphs hereunder are for convenience and ease of reference only, and do not define, limit, augment, or interpret the scope, content, or intent of this Agreement.

15. SEVERABILITY

Each provision of this Agreement shall be severable from the whole. If any provision of this Agreement shall be found contrary to law, it is the intention of all the parties, and each of them, that the remainder of this Agreement shall continue in full force and effect.

16. CORPORATE AUTHORITY

Each party hereto represents to the others that the person whose signature appears below on its behalf has all requisite power and authority to execute and perform this Agreement, and to bind his or her respective party, and that in so doing, such party is not thereby in breach of any other contract or agreement.

17. COUNTERPARTS

This Agreement may be signed in counterparts, each of which shall constitute an original.

[Signatures on next page]

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IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the Effective Date.

SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT

Dated: _____

By: _____
Its: _____

SAN BERNARDINO CONSERVATION TRUST

Dated: _____

By: _____
Its: _____

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By: _____

David B. Cosgrove
General Counsel to
San Bernardino Valley Water
Conservation District and
San Bernardino Conservation Trust

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

Dated: _____

By: _____
Its: _____

APPROVED AS TO FORM:

WOODRUFF SPRADLIN & SMART

By: _____

David A. DeBerry
Special Counsel to
San Bernardino County
Transportation Authority

March 18, 2020

Julie Beeman, President
VCS Environmental
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675

Subject: Proposal for work associated with implementation of the SR 210 Mixed Flow Lane Addition Project, specifically California Endangered Species Act Incidental Take Permit (ITP) No. 2081-2017-062-06

Dear Julie Beeman,

The San Bernardino Valley Conservation Trust is pleased to submit the following proposal for work associated with implementation of the SR 210 Mixed Flow Lane Addition Project, specifically California Endangered Species Act Incidental Take Permit (ITP) No. 2081-2017-062-06.

Task 1. Post-Exclusionary Fencing Installation (ITP 8.7)

Per the ITP, within 7 days following the installation of the exclusionary fence, the following tasks would be completed:

Subtask 1.1 Accompany small mammal trappers-within exclusion fence and 500-foot buffer (ITP 8.7.1, 8.7.2, 8.7.3)

Small mammal trapping shall be conducted by the contractor for the Project Area and a 500-foot buffer. This proposal provides a SBKR biologist to accompany the SBKR trappers to assess all SBKR captured for age, gender, reproductive status, mass, GPS location, notation of new/recapture status, and ear tagging. The SBKR biologist would also transport any SBKR captured in the Project Area to the holding facility. If a lactating female is captured inside the Project Area during morning checks, the SBKR biologist will attempt to determine her burrow location and with a mini camera try to determine if she and/or pups are present. If no kangaroo rats are observed within the burrow, it will be hand excavated to ensure no occupancy. If kangaroo rat pups are observed, CDFW shall be notified at once, and the pups captured and placed in a rodent carrier with the female. If the female's burrow cannot be relocated, all kangaroo burrows within a 20-meter (66 feet) radius shall be scoped and collapsed.

Cost: \$25,800

Subtask 1.2 SBKR Housing, Care, Transport

Between capture and relocation, SBKR will be housed and cared for within a designated space to be provided by the Conservation District. This task covers the cost of purchasing and preparing 50 individual cages.

Cost: \$5,800

Subtask 1.3 SBKR Radio Telemetry (ITP 8.7.4)

A subset of SBKR captured during Task 3.2 (30 animals) would be equipped with Very High Frequency (VHF) radio transmitters. The Holohil System [model BD-2C] is proposed as it only weighs 1.1 g and lasts about 42 days (range is 28-50 days). It has also been used successfully on previous studies of kangaroo rats. SBKR captured in the 500-foot buffer would be equipped with radio transmitters and released. SBKR for the soft release would be equipped with a radio transmitter prior to removal of the cage.

Cost: \$16,500

Subtask 1.4 SBKR Relocation Plan (ITP 8.7.6)

Prior to SBKR relocation, CDFW requires for review and approval: a spatial map of kangaroo rats trapped both within the exclusionary fence and adjacent 500-foot buffer, data collected on each individual, and a map of proposed relocation area(s) that includes individual spatial grouping, and any other details related to the relocation. This plan would be prepared, submitted, and coordinated under this task.

Cost: \$4,488

Task 2. Soft Release Exclusion (ITP 8.8)

This task involves the construction, installation, monitoring, and maintenance of above-ground wire mesh retention cages, as well as care of SBKR for 7-10 days while in the cage. The cage would measure about 90 × 60 cm and be constructed of 6.4 mm (1/4 in) hardware cloth with a closed top and open bottom. SBKR artificial burrows would be hand augured at 45 mm diameter at roughly a 30° angle to a length of 1 m (3.3 feet). It is assumed that 50 artificial burrows and cages would be required. The burrows would be established outside of the exclusionary fencing in the same approximate neighbor relationship as trapped (per the approved SBKR Relocation Plan). A retention cage would be placed over each artificial burrow and buried to an approximate depth of 20 cm. Ten (10) remote infrared wildlife cameras would be placed to record activity during acclimation and for 30 days following removal of the cage.

SBKR would be placed in an artificial burrow and retention cage for 7-10 days. The burrow entrance would be plugged during the day and unplugged each evening prior to dark to allow the SBKR to enter into the cage area. SBKR would be fed a combination of romaine lettuce, finch seed mix, and plant seeds native to the release site daily while in the retention cage/burrow. After 7-10 days the retention cages

would be removed. CDFW would be provided daily updates on the status of SBKR during, and 30 days following, the soft release, including any camera data information (activity period, behaviors, physical trauma, predation attempts), daily monitoring summary, cage damage, and vandalism.

Cost: \$15,125

Task 3. Supplemental Feeding (ITP 8.9)

Seed will be broadcast at the release site 3 evenings per week for the first month following the removal of the retention cages and once each week thereafter for the next 3 months. Seed will be microwaved for 1-3 minutes before broadcast at the release site to prevent seed germination and alteration of the native vegetation community.

Cost: \$8,125

Task 4. Relocation Monitoring (ITP 8.11)

Following the removal of the retention cages, the location of the radio transmitted SBKR will be logged 3 times weekly until the battery life ends (about 6 weeks). SBKR trapping in suitable habitat will occur within the Project Area, including where Covered Activities are occurring (as feasible), the relocation release area(s), and the 500-foot buffer will occur each month for the first 3 months following relocation, and then annually thereafter for the duration of the Project (assume 2 years). Therefore, there would be a maximum total of 30 3-night trap sessions. A report of the relocation monitoring findings shall be submitted to CDFW annually for the duration of the Project (assume 2 annual reports).

Cost: \$108,675

Task 5. Habitat Management Cost Estimates (ITP 9.1)

This task includes time to meet with and obtain CDFW approval on the cost estimates prepared.

Subtask 5.1 Start-up Cost Estimates (ITP 9.1.2)

Develop start-up costs for 4.2 acres of land conserved via Conservation Easement to meet project mitigation requirements under ITP section 9 (Conserved Lands), including initial site protection and restoration costs as described in Condition of Approval 9.7.5 below.

Cost: \$3,000

Subtask 5.2 Interim Management Funding Cost Estimates (ITP 9.1.3)

Develop interim management costs for the Conserved Lands as described in Condition of Approval 9.7.6 below.

Cost: \$2,500

Task 6. Conservation Easement Approval and Recordation (ITP 9.7)

Subtask 6.1 Conservation Land Approval (ITP 9.7.2)

At least three months prior to recordation of the conservation easement, submit a Proposed Lands for Acquisition Form for the Conserved Lands in order to obtain written approval from CDFW.

Cost: \$1,688

Subtask 6.2 Conservation Land Documentation (ITP 9.7.3)

Provide a recent preliminary title report, initial hazardous materials survey report, and/or any other necessary documents for the Conserved Lands in order to obtain written approval from CDFW.

Cost: \$4,750

Subtask 6.3 Conservation Easement (ITP 9.7.1)

Record a conservation easement, held by San Bernardino Valley Conservation Trust and approved by CDFW, over the Conserved Lands. This task includes legal fees.

Cost: \$17,500

Subtask 6.4 Designation of Land Manager (ITP 9.7.4)

Designate the San Bernardino Valley Conservation Trust as the interim and long-term land manager for the Conserved Lands, including provision of materials to CDFW for approval.

Cost: \$1,250

Task 7. Establish Endowment Fund (ITP 9.8)

Subtask 7.1 Identify Endowment Manager (ITP 9.8.1)

Submit a written proposal to CDFW identifying the San Bernardino Valley Conservation Trust, a 501(c)(3) non-profit corporation, as the 1) holder of the conservation easement recorded on lands owned by the San Bernardino Valley Water Conservation District and 2) endowment manager. Proposal will include a copy of the Trust's certification pursuant to Government Code section 65968(e).

Cost: \$2,500

Subtask 7.2 Determination of Endowment (ITP 9.8.2, 9.8.2.1, 9.8.2.2, 9.8.2.2.2, 9.8.2.2.3)

Prepare a PAR for the Conserved Lands sufficient to fund all Long-term Management Plan (ITP 9.7.5) activities, at the Wash Plan standard, and meet all other conservation easement requirements (ITP 9.7.1) in perpetuity. The PAR shall include a 4% capitalization rate; adjustments for administrative, periodic and/or annual fees; and a 10% contingency. This endowment shall not be used for the first three years of management following recordation of the conservation easement. Costs include coordination with CDFW and time to revise the PAR as needed to obtain CDFW approval.

Cost: \$22,500

Subtask 7.3 Establish and Fund Endowment (ITP 9.8.3)

This task includes all actions necessary to transfer funds to the San Bernardino Valley Conservation Trust, including legal fees for review of agreements, contracts, etc.

Cost: \$14,000

The total cost for all above listed tasks, including a \$61,692 contingency, is \$315,363. Please let me know if you have any questions regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Daniel Cozad", written in a cursive style.

Daniel Cozad, Secretary of the Board and Executive Director
San Bernardino Valley Conservation Trust



SAN BERNARDINO VALLEY CONSERVATION TRUST

Established 2016

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

Email: sbvct@sbvwcd.org
<http://sites.google.com/site/sbvctrust/>

February 4, 2021

Julie Beeman, President
VCS Environmental
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675

Subject: Proposal for work associated with implementation of the SR 210 Mixed Flow Lane Addition Project, specifically California Endangered Species Act Incidental Take Permit (ITP) No. 2081-2017-062-06 Section 9.7.5 Start-up Activities

Dear Julie Beeman,

The San Bernardino Valley Conservation Trust is pleased to submit the following proposal for work associated with implementation of the SR 210 Mixed Flow Lane Addition Project, specifically California Endangered Species Act Incidental Take Permit (ITP) No. 2081-2017-062-06 Section 9.7.5 Start-up Activities.

Task 1. Conserved Lands Management (ITP 9.7.5)

Subtask 1.1 Install Fencing (Wash Plan)

Conduct a site visit to review current access status and install fencing and/or other appropriate barriers along the boundary or other access points as needed for the Conserved Lands.

Cost: \$15,000

Subtask 1.2 Install Signage (Wash Plan)

Conduct a site visit to review current access status and install signage along the boundary or other access points as needed for the Conserved Lands.

Cost: \$5,625

Subtask 1.3 Small Mammal Restoration Plan (ITP 9.7.5)

Prepare and submit for CDFW approval a Small Mammal Restoration Plan to ensure utilization and occupancy of conservation lands by SBKR.

Cost: \$11,500

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David E. Raley

Vice President
Paul Williams

Director
John Longville
Director
Gil Navarro

SECRETARY/CFO
Daniel B. Cozad

Subtask 1.4 Long-term Management Plan (ITP 9.7.5)

Prepare and submit for CDFW approval a Long-term Management Plan meeting the requirements set forth in ITP section 9.7.5 and in conformance with Wash Plan long-term monitoring and management standards. Meet with CDFW and revise as necessary to finalize the Long-term Management Plan.

Cost: \$18,125

The total cost for all above listed tasks, including a contingency of \$8,000, is \$58,250. Please let me know if you have any questions regarding this proposal.

Sincerely,



Daniel Cozad, Secretary of the Board and Executive Director
San Bernardino Valley Conservation Trust

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Vice President
John Longville

Director
Paul Williams
Director
SBVMWD Board
Member

SECRETARY/CFO
Daniel B. Cozad

February 4, 2021

Julie Beeman, President
VCS Environmental
30900 Rancho Viejo Road, Suite 100
San Juan Capistrano, CA 92675

Subject: Proposal for work associated with implementation of the SR 210 Mixed Flow Lane Addition Project, specifically California Endangered Species Act Incidental Take Permit (ITP) No. 2081-2017-062-06 Section 9.7.6 Interim Management

Dear Julie Beeman,

The San Bernardino Valley Conservation Trust is pleased to submit the following proposal for work associated with implementation of the SR 210 Mixed Flow Lane Addition Project, specifically California Endangered Species Act Incidental Take Permit (ITP) No. 2081-2017-062-06 Section 9.7.6 Interim Management.


Task 1. Interim Management (ITP 9.7.6)

Subtask 7.5 Interim Management (ITP 9.7.6)

Manage the Conserved Lands in accordance with Long-term Management Plan, the Wash Plan standards, and the requirements set forth in ITP section 9.7.6 for three years following the date of conservation easement recordation. Management during this time shall not utilize the long-term land management endowment. Management during this time includes three years of initial habitat treatments (e.g. weed control) as well as long-term management, both in compliance with Wash Plan standards.
Cost: \$75,704

The total cost for all above listed tasks, including a 15% contingency of 11,356, is \$87,060. Please let me know if you have any questions regarding this proposal.

Sincerely,



Daniel Cozad, Secretary of the Board and Executive Director
San Bernardino Valley Conservation Trust

AGREEMENT FOR ACQUISITION OF CONSERVATION EASEMENT

This AGREEMENT FOR ACQUISITION OF CONSERVATION EASEMENT (“Agreement”) is entered into this _____ day of February, 2021, by and between San Bernardino County Transportation Authority (hereinafter called "Authority"), the San Bernardino Valley Water Conservation District (hereinafter called "District"), and the San Bernardino Valley Conservation Trust (hereinafter called "Trust") for acquisition by Authority of a conservation easement over property owned by District, to be transferred to Trust for purposes of providing mitigation for impacts to biological resources from Authority’s State Route 210 Mixed Flow Lane Addition Project. This Agreement is entered into in consideration of all of the following:

A. District is the owner of certain real property containing approximately 4.2 acres, located in San Bernardino County, State of California ("Property") more specifically described and depicted in **Exhibits A and B** attached to this Agreement and incorporated herein by this reference. District is the sponsor and lead agency for the Upper Santa Ana River Wash Plan Habitat Conservation Plan (“Wash Plan HCP”). The Wash Plan HCP has been formulated, processed, and sponsored by the District, to set habitat management, enhancement, operation, and maintenance responsibilities in connection with a larger “Wash Plan Preserve” defined therein, of which the Property is a part.

B. Trust is a 501(c)(3) corporation, whose duties and purposes include holding and managing lands, moneys, and conservation easements over property with habitat values for threatened or endangered species under the Federal Endangered Species Act 16 U.S.C. sections 1531 et seq., and the California Endangered Species Act, California Fish and Game Code sections 2050 et seq., in, and to further, compliance with various permitting and regulatory habitat maintenance, enhancement, and protection requirements imposed upon public and private projects that may or do result in impacts to protected biological resources.

C. Authority is a transportation authority created under the San Bernardino County Transportation Authority Consolidation Act of 2017, Public Utilities Code section 130800 et seq., which proposes the State Route 210 Mixed Flow Lane Addition Project to widen SR-210 from Sterling Avenue to San Bernardino Avenue from four mixed flow lanes to six mixed flow lanes with the addition of one mixed flow lane in each direction within the median (“Project”). Through the course of securing Project permits and entitlements, various habitat enhancement, preservation, management, and mitigation requirements were imposed upon Authority, as a condition to allowing the Project to go forward, by the California Department of Fish and Wildlife (“CDFW”). CDFW is the applicable regulatory agency with enforcement oversight for the Project, and for compliance with all mitigation and habitat preservation, enhancement, and management requirements imposed thereon the Project through permitting. That agency is referred to hereafter as the “Benefitting Agency.”

D. Authority, District, and Trust have identified District land resources that are or may be suitable for meeting these requirements, which may be performed and funded by Trust to implement and effectuate thereon species and habitat management measures which have been required to offset biological impacts of the Project.

E. The Property is located within the Wash Plan Preserve as designated and directed under the Wash Plan HCP. The Property possesses wildlife and habitat values of great

importance to Trust, the people of the State of California, and the people of the United States. The Property will provide or contribute to high quality natural, enhanced and/or restored habitat for one or more of the following species: Slender-horned spinyflower, Santa Ana River woolly-star, cactus wren, coastal California gnatcatcher, and San Bernardino kangaroo rat (collectively “Covered Species”). Preserving habitat for the Covered Species comprises the “Conservation Values” of the Property.

F. The Benefitting Agency has reviewed the Project and its biological impacts, and has determined that a conservation easement over the Property, to be held by the Trust, and administered in a manner that complies with the District’s Wash Plan HCP and applicable, related permits and implementing agreements for the Wash Plan, will satisfy the species and habitat maintenance, enhancement, and protection requirements imposed upon the Project.

G. On April 8, 2020, Authority deposited with CDFW Five Hundred Sixty-Seven Thousand Dollars (\$567,000) to be held as security for the purchase price of the Conservation Easement as such is described in this Conservation Easement Agreement and in fulfillment of Measure 9.1.1 of the Project’s Incidental Take Permit No. 2081-2017-062-06, Amendment 2 (ITP). These funds will be deposited by CDFW into an escrow account and will be disbursed to District after recordation of a conservation easement and according to the terms of this Conservation Easement Agreement.

IN CONSIDERATION OF ALL OF THE FOREGOING, IT IS HEREBY MUTUALLY AGREED BETWEEN AUTHORITY, TRUST, AND DISTRICT AS FOLLOWS:

1. AGREEMENT TO SELL AND PURCHASE

District agrees to sell, and Authority agrees to purchase, a conservation easement over the Property, in substantially the form attached hereto as **Exhibit C**. This easement is referred to as the “Conservation Easement” herein. The Conservation Easement will be transferred to Trust, for the benefit of Authority, in meeting biological impact mitigation requirements from the Project.

2. PURCHASE PRICE

The “Purchase Price” for acquisition of the Conservation Easement is Five Hundred Sixty-Seven Thousand Dollars (\$567,000). As noted in Recital **G** above, Authority has deposited this amount with CDFW. Authority shall direct CDFW to deposit the Purchase Price into an escrow account and the Purchase Price will be disbursed to District after recordation of the Conservation Easement and in exchange for District conveying the Conservation Easement to the Trust.

3. CONVEYANCE OF TITLE

District agrees to convey the Conservation Easement to the Trust by way of a Conservation Easement Deed, in substantially the form attached hereto as **Exhibit C**. District represents and warrants there are no previously granted easements existing on the Property that interfere or conflict with the purpose and provisions of this Conservation Easement, as evidenced by the Preliminary Title Report dated _____, 2021, attached hereto as **Exhibit D**. Trust and Authority represent and warrant to the District that they have reviewed the

title report attached as **Exhibit D**, and except as otherwise provided hereunder, have determined the condition of title on the Property is suitable and sufficient for their purposes. District represents and warrants, to Authority and to Trust, that upon close of escrow and recordation of the Conservation Easement in favor of Trust as provided hereunder, all conservation easement interests in and to the Conservation Easement will transfer to the Trust free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, options, leases and taxes, excepting only those items shown on such report that Trust has agreed in writing to take subject to, and with the concurrence of CDFW as may be applicable. Notwithstanding the foregoing, and subject to the approval and acceptance of CDFW, as the Benefitting Agency, Trust agrees to take the Conservation Easement subject to the following exceptions:

A. Any general and special taxes for the fiscal year in which this transaction closes, which shall be cleared and paid in the manner required by Section 5082 through 5090 of the Revenue and Taxation Code of the State of California, if unpaid at the close of this transaction, together with any lien of supplemental taxes assessed pursuant to Chapter 498, Statutes of 1983, of the State of California.

B. Easements or rights-of-way over said land for public or quasi-public roadway, access, utility, flooding, water conservation or flood control purposes, if any (as they apply to the Conservation Easement).

4. TITLE INSURANCE POLICY

Trust may, following recording of the Conservation Easement Deed, obtain a CLTA Standard Coverage Policy of Title Insurance in the amount of \$567,000 issued by the title company of Trust's choosing, showing title to the Conservation Easement vested in Trust, subject only to the exceptions set forth in Paragraph 3 hereinabove and the printed exceptions and stipulations in said policy otherwise approved by Trust and CDFW as the Benefitting Agency. Authority agrees to pay the premium charged therefor, and shall as a condition to close of escrow, deposit the premium of such insurance policy into escrow for the benefit of Trust.

5. ESCROW

A. Opening of Escrow. Within five (5) business days after the date this Agreement is signed by all parties, District, Authority, and Trust shall open an escrow with Lawyer's Title Company ("Escrow Agent"), or such other Escrow Agent as may be mutually selected by District and Authority, by delivering a fully-executed copy of this Agreement to Escrow Agent at Lawyers Title, 3480 Vine Street #300, Riverside, CA 92507 (951-248-0669), Attn: Barbara Northrup, Title Officer.

B. Joint Escrow Instructions. This Agreement shall constitute joint escrow instructions to Escrow Agent. Upon request by Escrow Agent, the parties shall execute such additional escrow instructions as may be reasonably required by Escrow Agent; provided, however, that if there is any conflict between the provisions of this Agreement and the provisions of any such additional instructions, the provisions of this Agreement shall prevail. The parties shall not be required to make any warranties or representations to either the Escrow Agent or the title company that exceed in scope the warranties and representations made by the parties herein. In addition, the parties shall not be required to indemnify or hold harmless either the Escrow Agent or the Title Company relating to any cause whatsoever.

C. Authority's Payment of Costs to District, Trust. Prior to the Opening of Escrow, and as a condition thereof, and to the extent not then already paid through District's use of any deposits by Authority under the Endowment Agreement, Authority shall pay to the District and the Trust all of the costs reasonably incurred by both of them. To the extent not already paid from prior deposits, District and Trust shall deliver to Authority an invoice therefor, reflecting the work performed, the amounts charged the hourly or flat rate at which the work was charged, and a reasonable estimate of any additional work anticipated by the invoicing party to be incurred through close of escrow. Authority shall pay such invoice, in full and directly to District and Trust, in their respective invoiced amounts, within fifteen (15) days of the date of such invoice(s). Escrow shall not open until such costs have been paid and received by both District and Trust.

D. Deposits Into Escrow; Closing. As used herein, the term "Closing" means the consummation of the purchase and sale transaction contemplated herein, evidenced by the recordation of the fully executed Conservation Easement Deed in the official records of the County of San Bernardino, and issuance of any title policy requested by the Trust from the Title company, insuring title to the Conservation Easement interests vested in the Trust. The Closing shall occur no later than ninety (90) days following the opening of escrow ("Closing Date"), unless extended in a written agreement by all parties. In the event such ninety (90) days passes and CDFW has not reviewed and approved the mitigation property and the form of the Conservation Easement Deed, escrow shall be automatically extended for an additional period of thirty (30) days. In the event such additional thirty (30) day period passes and CDFW has not reviewed and approved the mitigation property and the form of the Conservation Easement Deed, the parties may, by mutual agreement, continue the date for close of escrow, or in the absence of such mutual agreement, this Agreement shall terminate, without further liability of either party to the other.

1. Once escrow is opened, and once Authority has received written or emailed confirmation of CDFW approval of the proposed mitigation property, all pertinent lands documents, the Property Analysis Record and the draft Conservation Easement Deed, Authority shall within five (5) days request in writing that CDFW deposit into escrow the Purchase Price being held in a CDFW mitigation account. Such request shall include wiring or other conveyance instructions by which CDFW may deposit into escrow the previously deposited funds from Authority, and to be deposited by CDFW.

2. Not later than fifteen (15) days after CDFW deposits the Purchase Price into escrow, District shall execute, in a form suitable for recording, and deposit with Escrow Agent, a) the Conservation Easement Deed conveying the Conservation Easement; and b) any other documents or funds required of it for Closing.

3. Not later than five (5) days after deposit of the Conservation Easement Deed into escrow, and provided title to the Property is in a condition to transfer consistent with the requirements of Paragraph 3 above, Authority shall deposit into escrow: a) the premium for the title insurance policy in favor of the Trust; b) its execution copy of the Conservation Easement Deed, c) all closing costs, documentary preparations fees, escrow costs, and other costs incidental to the Closing; and d) any other documents or funds required of it for closing.

4. Simultaneously with the deposits by Authority, Trust shall deposit into escrow: a) its execution copy of the Conservation Easement Deed; b) any required certificate of

acceptance of the Conservation Easement Deed, and c) any other documents or funds required of it for Closing.

5. The Closing shall occur within three (3) business days of deposit into escrow of all of the respective parties' deliverables, and to the extent the Trust indicates it seeks a title insurance policy, the date the Title Company provides written indication to Escrow Agent that it is prepared to issue a title policy showing all interests to be conveyed by the Conservation Easement vested in the Trust, subject only to exceptions approved by Trust and CDFW. Subject to Escrow Agent's receipt of all of required funds, and other deliverables, Escrow Agent shall (1) record the Conservation Easement Deed with the County of San Bernardino in the name of the Trust and (2) disburse the Purchase Price to the District. Closing shall occur at the offices of the Escrow Agent, or such other location as the parties may agree. In the event this transaction is not in a position to close as of the Closing Date, and any extensions thereto, Escrow Agent shall return all funds and all documents deposited with it by any party, or may seek further agreed, written instructions from and agreeable to District, Trust, and Authority. Authority, Trust, and District agree to deposit any additional instruments as may be necessary to complete this transaction.

6. NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES BY DISTRICT OR TRUST

Neither District nor Trust makes any representation, warranty, guaranty, or indemnity to Authority that the Wash Plan HCP, or management of the Property pursuant to the requirements thereof, complies with Authority's obligations upon the Project imposed by the Benefitting Agency. Any such responsibilities, obligations, or requirements that are not met by the imposition of the Conservation Easement over the Property, its inclusion into the Wash Plan Preserve, or its management pursuant to the Wash Plan HCP are, and shall remain, the sole responsibility of Authority.

7. TIME IS OF THE ESSENCE

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing. TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND THIS TRANSACTION IS TO CLOSE AS SOON AS POSSIBLE.

8. RENTAL AND OCCUPANCY

District warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one (1) month, and District further agrees to hold Authority and Trust harmless and reimburse Authority and Trust for any and all of its losses and expenses occasioned by reason of any lease of said portion of Property to be acquired held by any lessee/tenant of District for a period exceeding one (1) month.

9. PERMISSION TO ENTER ON PREMISES

District hereby grants to the Trust or its authorized agents, permission to enter upon the Property at all reasonable times prior to the close of this transaction for the purpose of making

necessary or appropriate inspections or performing other activities in connection with the Trust's ultimate intended uses of the land.

10. COUNTERPARTS

This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

11. HAZARDOUS SUBSTANCES DISCLOSURE

District warrants and represents to Authority and Trust that District is aware of no hazardous or toxic material or substances located on or beneath the property conveyed hereunder, except as indicated in the disclosure under Section 253597 of the Health and Safety Code (as may be amended).

12. ENVIRONMENTAL ASSESSMENTS

District agrees that Trust may conduct an environmental assessment (Phase I and Phase II at Trust's option) of the Property, at Trust's expense. If said assessment is obtained, and provided the results of such assessment are obtained and made available to Authority and to District prior to the Closing Date, then the closing of this transaction is contingent upon the review and approval by Trust of the condition of the Property as shown by said assessment report.

Authority, District, and Trust reserve the right to cancel this transaction without penalty in the event that any hazardous substance, as that term is defined in Health and Safety Code Section 33459 ("hazardous substances") are found on the property. In the event of such cancellation by Trust, Authority, or Seller, the party requesting said cancellation agrees to pay all cancellation fees.

13. IRS W-9 FORM

It is further understood and agreed by all parties that the closing of this transaction may be subject to, and contingent upon executing an IRS W-9 Form, and all parties agree to provide any such required form.

14. NOTICE OF TAX WITHHOLDING REQUIREMENTS

It is further understood and agreed by all parties that closing of this transaction may be subject to, and contingent upon executing a "Transferor's Affidavit of Non-Foreign Status" and California Form 590 (Withholding Exemption Certificate), and all parties agree to provide any such required form.

15. NO WAIVER

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements

hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

16. MERGER OF PRIOR AGREEMENTS AND UNDERSTANDINGS

This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged herein and shall be of no further force or effect.

17. AUTHORITY

This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Trust, Authority, and District. The parties upon whose benefit the signature appears below warrant, each to the other, that the person whose signature appears below has the legal authority to bind the party on whose behalf the signature appears to the terms of this Agreement, and that by doing so such party is not in breach of any other contract or agreement.

18. SEVERABILITY

The provisions of this Agreement are severable, and if any portion is held invalid or otherwise unenforceable, the parties intend that all other provisions shall remain in full force and effect.

19. ATTORNEYS FEES

In the event of any controversy, claim or dispute relating to this instrument or any breach thereof, the prevailing party shall be entitled to recover its attorney(s) fees, costs, and expenses, whether or not the matter is prosecuted to final judgment. Attorney(s) fees shall include all costs, expert witness fees, and all other reasonable expenses.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

[Signatures on next page]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth hereinabove.

SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT

Dated: _____

By: _____
Its: _____

SAN BERNARDINO CONSERVATION
TRUST

Dated: _____

By: _____
Its: _____

APPROVED AS TO FORM:

RUTAN & TUCKER, LLP

By: _____

David B. Cosgrove
General Counsel to
San Bernardino Valley Water
Conservation District and
San Bernardino Conservation Trust

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

Dated: _____

By: _____
Its: _____

APPROVED AS TO FORM:

WOODRUFF SPRADLIN & SMART

By: _____

David A. DeBerry
Special Counsel to
San Bernardino County
Transportation Authority

EXHIBIT A

Legal Description of Easement Area

[To be Provided after CDFW Approval of Easement Area]

EXHIBIT B

Easement Area Depiction

[To be Provided after CDFW Approval of Easement Area]

EXHIBIT C

Conservation Easement Form

[*Subject to CDFW Approval as to Form*]

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

San Bernardino Valley Conservation Trust
1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
Attn: General Manager

Space Above Line for Recorder's Use Only *Exempt From Recording Fees under Government Code section 6103*

**CONSERVATION EASEMENT DEED
(Including Third-Party Beneficiary)**

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of the _____ day of _____, 2021, by and between the San Bernardino Valley Water Conservation District ("District"), in favor of the San Bernardino Valley Conservation Trust ("Trust"), in cooperation with San Bernardino County Transportation Authority ("Authority") with reference to the following facts:

RECITALS

A. District is the owner of certain real property containing approximately 4.2 acres, located within the Santa Ana River Wash in San Bernardino County, State of California ("Property"), more specifically described and depicted in **Exhibits A and B** attached to this Conservation Easement and incorporated in it by this reference.

B. Trust is a 501(c)(3) corporation, whose duties and purposes include holding and managing lands, moneys, and conservation easements over property with habitat values for threatened or endangered species under the Federal Endangered Species Act 16 U.S.C. sections 1531 et seq., and the California Endangered Species Act, California Fish and Game Code sections 2050 et seq. The Trust does so to further compliance with various permitting and regulatory habitat maintenance, enhancement, and protection requirements imposed upon public and private projects that have the potential to negatively impact protected biological resources.

C. Authority is a transportation authority created under the San Bernardino County Transportation Authority Consolidation Act of 2017, Public Utilities Code section 130800 et seq., which proposes the State Route 210 Mixed Flow Lane Addition Project to widen SR-210 from Sterling Avenue to San Bernardino Avenue from four mixed flow lanes to six mixed flow lanes with the addition of one mixed flow lane in each direction within the median ("Project"). Through the course of securing permits and development entitlements for the Project, various habitat

enhancement, preservation, management, and mitigation requirements were required of Authority by Benefitting Agency (defined in Recital F below), as a condition of allowing the Project to go forward (hereafter, “Habitat Mitigation”). Authority, District and Trust have identified District land resources as being suitable for satisfying the Habitat Mitigation.

D. The Property is located within the Wash Plan Preserve, as designated and directed under the Upper Santa Ana River Wash Habitat Conservation Plan (“Wash Plan HCP”). The Property is located within the boundaries of the Wash Plan Preserve, but is not included as part of the mitigation area committed for the Covered Activities under the Wash Plan. The Parties have identified that management of the Property, consistent with the management strategies of the Wash Plan Preserve, and subject to the approval of applicable permitting agencies for the Project, may serve to meet the Project’s needs for Habitat Mitigation. Authority has consulted with the applicable Benefitting Agency, and determined that the Property, which is owned by District and to be managed by Trust in a manner consistent with the standards of the Wash Plan Preserve, is appropriate for offsetting the biological and habitat impacts from the Project, and for attempting to meet the biological and habitat requirements for the Project, under Authority’s applicable permitting regarding same. The Property possesses wildlife and habitat values of great importance to Trust, the people of the State of California and the people of the United States. The Property will provide or contribute to high quality natural, enhanced and/or restored habitat for San Bernardino kangaroo rat (“Covered Species”). Preserving habitat for the Covered Species comprises the “Conservation Values” of the Property.

E. California Department of Fish and Wildlife (“CDFW”) has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of some or all of the Covered Species pursuant to California Fish and Game Code Section 1802. CDFW issues incidental take permits pursuant to California Fish and Game Code section 2081(b), and consistency determinations under California Fish and Game code section 2080.1, relating to projects that may impact protected biological resources. CDFW is a third party beneficiary of this Conservation Easement, with regulatory oversight over the resources that will be protected hereunder.

F. The applicable regulatory resource agency with enforcement oversight for the Project, and for compliance with all mitigation and habitat preservation, enhancement, and management requirements imposed thereon the Project through permitting, is CDFW. Such agency is referred to hereafter as the “Benefitting Agency.”

G. The Benefitting Agency has reviewed the Project and its biological impacts, and has determined that a conservation easement over the Property, to be held by the Trust, and administered in a manner consistent with the standards of the District’s Wash Plan HCP and applicable related permits and implementing agreements, will satisfy the species and habitat maintenance, enhancement, and protection requirements imposed upon the Project.

H. Trust is authorized to hold this conservation easement pursuant to California Civil Code Section 815.3 and Government Code Section 65965. Specifically, Trust is (i) a tax-exempt nonprofit organization qualified under section 501(c) (3) of the Internal Revenue Code of 1986, as

amended, and qualified to do business in California; (ii) a “qualified organization” as defined in section 170(h) (3) of the Internal Revenue Code; and (iii) an organization which has as its primary and principal purpose and activity the protection and preservation of natural lands or resources in its natural, scenic, agricultural, forested, or open space condition or use.

I. District, Trust, and Authority have entered into an Endowment Agreement, whereby Authority has paid directly to the Trust and as security to CDFW the amounts necessary to further the implementation of the Habitat Mitigation by implementing Measures 9.1.1 through 9.1.4 of the Project’s ITP, including creating a non-wasting endowment to fund, in perpetuity, the costs of the species and habitat management, preservation, and administration, consistent with the standards and requirements of the Wash Plan HCP and related agreements. CDFW will release the security to the District, Trust, and Authority incrementally as the mitigation obligations are met and as outlined in the Endowment Agreement. Trust has, as part of such agreement, committed to hold, invest, preserve, and manage such funds in such a manner as its proceeds shall be available for, and restricted to accomplishing such purposes.

NOW, THEREFORE, for good and valuable consideration paid by Authority to District, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the laws of the United States and the State of California, including California Civil Code Sections 815, *et seq.*, District hereby voluntarily grants and conveys to Trust a Conservation Easement in perpetuity over the Property, as follows (“Conservation Easement”).

1. PURPOSES

The purposes of this Conservation Easement are to ensure that the Property will be retained forever in a natural condition and managed in a manner consistent with the standards of the Wash Plan HCP, and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property.

District and Trust intend that this Conservation Easement will confine the use of the Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration and enhancement of Covered Species and their habitats in accordance with the standards of Wash Plan HCP.

2. TRUST’S RIGHTS

To accomplish the purposes of this Conservation Easement, District hereby grants and conveys the following easement rights to Trust, and to the Benefitting Agency as a third party beneficiary, for entry on, over, and through the Property, and use thereof, for the following purposes; :

- (a) To preserve and protect the Conservation Values of the Property in perpetuity.
- (b) To access and enter the Property at all reasonable times, in order to (1)

monitor compliance with and otherwise implement and enforce the terms of this Conservation Easement, (2) inspect the Property, and conduct surveys, trapping, ground verifications, or non-invasive scientific research; (3) exercise and enforce the rights which are granted to Trust herein; it being understood that such access and entry will be made in a manner that will not interfere unreasonably with the operations and permitted use(s) or quiet enjoyment of the Property by District, its successors in interest, or any legally recognized user(s) of the Property.

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to restore or require the restoration such areas or features of the Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement.

(d) To implement land management in a manner consistent with the standards of the Wash Plan HCP, including habitat modifications, maintenance, monitoring, and reporting, except that this shall impose no affirmative obligation on the part of the Benefitting Agency not otherwise imposed by law.

(e) To require that all mineral, air and water rights as Trust deems necessary to preserve and protect the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property, consistent with the purposes of this Conservation Easement.

(f) Provided Trust gives District prior written notice, the right to conduct habitat studies, research, and monitoring on the Property; it being understood and agreed that (1) such studies, research, and monitoring will be made in a manner that will not interfere unreasonably with the permitted use(s) or enjoyment of the Property and (2) Trust shall carry out such studies, research, and monitoring in a manner which minimizes as much as reasonably possible harm to the Conservation Values of the Property.

(g) The right to enjoin any activity on the Property or other use of the Property that is inconsistent with the Conservation Values of the Property.

(h) All present and future development rights for residential, industrial commercial, or any other type of use, except for those uses consistent with the Conservation Values, appurtenant to, allocated, implied, reserved or inherent in the Property are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property.

3. PROHIBITED USES

Any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and/or the Wash Plan HCP is prohibited. Without limiting the generality of the foregoing, the following uses and activities by District, Trust, and third parties are expressly prohibited:

(a) Any and all activities and uses which may adversely affect the Conservation

Values of the Property or otherwise impair or interfere with the purposes of this Conservation Easement except as specifically required to manage the land in a manner consistent with the Wash Plan HCP, including unseasonable watering; use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals; agricultural activity of any kind; weed abatement activities; and incompatible fire protection activities except as consistent with the standards of Wash Plan HCP, or as otherwise needed to manage the land for its Conservation Easement purposes.

(b) Any activity conducted by a third party that interferes with the Conservation Values, unless specifically permitted as part of a Covered Activity in the Wash Plan HCP.

(c) Collection and handling of the Wash Plan HCP Covered Species unless specifically required as a component of the biological monitoring, adaptive management and/or scientific research. Separate authorization from USFWS or CDFW as appropriate is required for unrelated collection and handling of any Covered Species.

(d) Take of Wash Plan HCP Covered Species, species proposed for federal listing, state-listed species, or state candidate species as a result of the use of herbicides or other pesticides, or other chemical agents except as needed to manage the land for its Conservation Easement purposes.

(e) Use of off-road vehicles and use of any other motorized vehicles except on existing maintenance or other roadways, and except as necessary to implement the Conservation Values or other covered activities.

(f) Recreational activities, including, but not limited to, horseback riding, biking, hunting or fishing, unless such activities are consistent with the purposes of this Conservation Easement and specifically permitted in the Wash Plan HCP, such as for trails, and then only on such areas as the Wash Plan HCP and related agreements permit such uses.

(g) Commercial, industrial, residential, or institutional structures or uses.

(h) Any legal or de facto division, subdivision or partitioning of the Property.

(i) Construction, reconstruction, erecting or placement of any building, billboard or sign, or any other structure or improvement of any kind, except such signage and barriers as may be consistent with the Wash Plan HCP for the designation or protection of habitat preservation and mitigation areas, or trails or other uses permitted under the Wash Plan HCP.

(j) Depositing, stockpiling, or accumulating any soil, sand, gravel, trash, ashes, refuse, waste, bio-solids or any other materials except as specifically permitted in the Wash Plan HCP.

(k) Planting, introduction or dispersal of non-native or exotic plant or animal species, except as specifically permitted in the Wash Plan HCP.

(l) Filling, dumping, excavating, draining, dredging, mining, drilling,

removing or exploring for or extracting minerals, loam, soil, sand, gravel, rock or other material on or below the surface of the Property, or granting or authorizing surface entry for any of these purposes, except as expressly permitted under the Wash Plan HCP.

(m) Altering the surface or general topography of the Property, including but not limited to any alterations to habitat, building roads or trails, paving or otherwise covering the Property with concrete, asphalt or any other impervious material, except for those habitat management and/or recreation activities permitted under the Wash Plan HCP.

(n) Removing, destroying, or cutting of trees, shrubs or other native vegetation, except as required by law for (i) fire breaks, (ii) maintenance of existing foot trails or roads, or (iii) prevention or treatment of disease; and except for activities as specifically permitted under the Wash Plan HCP.

(o) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and any activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except as expressly permitted under the Wash Plan HCP.

(p) Except as may be consistent with the Wash Plan HCP, without the prior written consent of Trust and the Benefitting Agency, which Trust and the Benefitting Agency, and each of them, may withhold in the exercise of reasonable discretion: transferring, encumbering, selling, leasing, or otherwise separating the mineral, air or water rights for the Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any public or private water purveyor or water district, to the extent such waters are customarily applied to the Property; and (iv) any water from wells that are in existence or may be constructed in the future on the Property.

(q) Engaging in any use or activity that may violate, or may fail to comply with, relevant federal, state, or local laws, regulations, or policies applicable to District, the Property, or the use or activity in question.

4. TRUST'S DUTIES

(a) To ensure that the purposes of this Conservation Easement as described in Section 1 are being accomplished, Trust and its successors and assigns shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property and shall perform compliance monitoring and reporting to the Benefitting Agency, in a manner consistent with the requirements of the Wash Plan HCP.

5. DISTRICT'S DUTIES

District shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property or that are otherwise inconsistent with this Conservation Easement. In addition, District shall undertake all necessary actions to perfect and defend Trust's rights under Section 2 of this Conservation Easement, and to observe and carry out the obligations of District under the Wash Plan HCP.

6. AUTHORITY'S DUTIES

Authority shall be responsible for paying to District the agreed amount of compensation, prior to the recordation of this Conservation Easement, as may be required by District as consideration for the dedication and transfer of this Conservation Easement to the Trust. Authority shall, prior to the recordation of this Conservation Easement, likewise pay directly to Trust, or cause any deposit with CDFW to be released to Trust, all sums required in the Endowment Agreement to fund the implementation of ITP Measures 9.1.1 through 9.1.4, including funding a non-wasting endowment to cover, in perpetuity, the costs of habitat management and administration of the Property consistent with the Permit and related agreements, start-up costs, interim management costs, and all costs incurred in the preparation, negotiation, review, and processing of the Conservation Easement, the Endowment Agreement, and related documents. All amounts to be paid by Authority hereunder shall be paid prior to the recordation of this Conservation Easement, and recordation of this Conservation Easement is specifically conditioned upon, full, complete, and final payment of all such amounts by Authority. Upon payment of such amounts, and recordation of this Conservation Easement, Authority shall have no continuing obligation under this Conservation Easement, except for such obligations as are specifically identified as surviving, continuing obligations of Authority.

7. NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES BY DISTRICT OR TRUST

Neither District nor Trust makes any representation, warranty, guaranty, or indemnity to Authority that the Wash Plan HCP, or management of the Property pursuant to the requirements thereof, complies with Authority's obligations upon the Project imposed by the Benefitting Agency. Any such responsibilities, obligations, or requirements that are not met by the imposition of the Conservation Easement over the Property, its inclusion into the Wash Plan Preserve, or its management pursuant to the Wash Plan HCP are, and shall remain, the sole responsibility of Authority.

8. RESERVED RIGHTS

District reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from District's ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not prohibited or limited by, and are consistent with the purposes of, this Conservation Easement. District specifically

reserves the right to obtain and/or modify any and all permits on the Property so long as District's permitting activities are consistent with this Conservation Easement and so long as District gives Trust and the Benefitting Agency reasonable notice of any new or modified permits.

9. DISTRICT'S REMEDIES

If District determines that a violation of this Conservation Easement has occurred or is threatened, or if District determines that a violation of the Wash Plan HCP has occurred or is threatened, District shall give written notice to Trust of such violation and demand in writing the cure of such violation ("Notice of Violation"). At the time of giving any such notice, District shall give a copy of the notice to the Benefitting Agency. Notice shall be provided in the manner specified in the "Notices" section hereunder. If Trust fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Trust fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, District reserves the right to carry out such activity on the Property itself subject to the following conditions: (1) District shall first give Trust notice of the proposed activity in writing; (2) District shall carry out such activity in a manner which is consistent with the Conservation Values of this Conservation Easement.

If Trust fails to cure the violation within thirty (30) days after receipt of a Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Trust fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, District also reserves the right to bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which District may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including but not limited to, the restoration of the Property to the condition in which it existed prior to any violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Trust, District may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If District, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, District may pursue its remedies under this Conservation Easement without prior notice to Trust or without waiting for the period provided for cure to expire. District shall provide the Benefitting Agency with reasonable notice of any such action. District's rights under this section apply equally to actual or threatened violations of this Conservation Easement.

Trust agrees that District's remedies at law for any violation of this Conservation Easement are inadequate and that District shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which District may be entitled, including specific performance of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. District's

remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to the remedies set forth in California Civil Code Section 815, *et seq.* The failure of District to discover a violation or to take immediate legal action shall not bar District from taking such action at a later time.

The Benefitting Agency, as a third party beneficiary of this Conservation Easement, shall have the same rights and remedies as District under this Section 8. All enforcement rights and remedies conveyed to District under this Conservation Easement shall extend to and are enforceable by the Benefitting Agency. These enforcement rights are in addition to, and do not limit, the rights of the Benefitting Agency to enforcement under the applicable permitting for the Project. To the extent the Benefitting Agency is the CDFW, and if at any time in the future District or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General has standing as an interested party in any proceeding affecting this Conservation Easement.

(a) Costs of Enforcement

All costs incurred by District, where District is the prevailing party, in enforcing the terms of this Conservation Easement against Trust, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by negligence or breach of this Conservation Easement, shall be borne by Trust.

(b) District's Discretion

Enforcement of the terms of this Conservation Easement by District shall be at the discretion of District, and any forbearance by District to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of District under this Conservation Easement. No delay or omission by District in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

(c) Acts Beyond Trust's Control

Nothing contained in this Conservation Easement shall be construed to entitle District to bring any action against Trust for any injury to or change in the Property resulting from (i) any natural cause beyond Trust's control, including, without limitation, fire not caused by Trust, flood, storm, and earth movement, or any prudent action taken by Trust under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by District or its employees.

(d) Mediation

Except in cases where injunctive relief is being sought, or where emergency

action is necessary and authorized under the terms of this Conservation Easement, District and Trust hereby agree to try first in good faith to settle any dispute by non-binding mediation if a dispute arises from or relates to the terms and provisions of this Conservation Easement or any other matter referred to herein.

(e) Notice of Conflict

If District receives a Notice of Violation from the Benefitting Agency with which it is impossible for District to comply consistent with any prior uncured Notice(s) of Violation, District shall give written notice of the conflict (hereinafter "Notice of Conflict") to the Benefitting Agency. In order to be valid, a Notice of Conflict shall be given within fifteen (15) days of the date District receives a conflicting Notice of Violation, shall include copies of the conflicting Notices of Violation, and shall describe the conflict with specificity, including how the conflict makes compliance with the uncured Notice(s) of Violation impossible. Upon issuing a valid Notice of Conflict, District shall not be required to comply with the conflicting Notices of Violation until such time as the entity or entities issuing said conflicting Notices of Violation issue(s) revised Notice(s) of Violation that resolve the conflict. Upon receipt of a revised Notice of Violation, District shall comply with such notice within the time period(s) described in the first paragraph of this Section. The failure of District to issue a valid Notice of Conflict within fifteen (15) days of receipt of a conflicting Notice of Violation shall constitute a waiver of District's ability to claim a conflict.

10. ACCESS

This Conservation Easement does not convey a general right of access to the public.

11. TRUST COSTS AND LIABILITIES

Trust retains all responsibilities and shall bear all costs and liabilities of any kind related to the preparation, enhancement, ownership, operation, upkeep, and maintenance of the Property and its management consistent with the Wash Plan HCP. Trust agrees that neither District, Authority, nor the Benefitting Agency shall have any duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions on it, or the protection of Trust, the public or any third parties from risks relating to conditions on the Property, except as specifically identified in this Conservation Easement.

12. DISTRICT COSTS AND LIABILITIES

District remains solely responsible for obtaining and complying with any applicable governmental permits and approvals required for any activity or use reserved to District as permitted by this Conservation Easement, and any such activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency laws, statutes, ordinances, rules, regulations, orders and requirements.

(a) Taxes; No Liens

Trust shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority, including possessory interest taxes, (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish District with satisfactory evidence of payment upon request. Trust shall keep the Property free from any liens, including those arising out of any obligations incurred by Trust for any labor or materials furnished or alleged to have been furnished to or for Trust at or for use on the Property.

(b) Hold Harmless

(1) Except as provided in Section 8, "District's Remedies," above, District and Authority shall hold harmless, protect and indemnify Trust and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Trust Indemnified Party" and collectively, "Trust Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, except that this indemnification shall be inapplicable to any Claim due solely to the negligence of Trust or any of its employees; (ii) the obligations specified in Sections 5; and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Trust's Indemnified Parties by reason of any such Claim, District shall, at the election of and upon written notice from Trust, defend such action or proceeding by counsel reasonably acceptable to the Trust's Indemnified Party. As to Authority, the provisions of this paragraph shall survive recordation of this Conservation Easement.

(2) District and Trust shall hold harmless, protect and indemnify the Benefiting Agency, and their respective directors, officers, employees, agents, contractors (each a "Third-Party Beneficiary Indemnified Party" and collectively, "Third-Party Beneficiary Indemnified Parties") from and against any and all Claims arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause and (ii) the existence or administration of this Conservation Easement. *Provided, however,* that the indemnification in this Section shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Claim due solely to the negligence or willful misconduct of that Third-Party Beneficiary Indemnified Party or any of its employees. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any Claim to which the indemnification in this Section applies, then at the election of and upon written notice from the Third-Party Beneficiary Indemnified Party, District shall defend such action or proceeding by counsel reasonably acceptable to the applicable Third-Party Beneficiary Indemnified Party or reimburse the Third-Party Beneficiary Indemnified Party for all

actual and reasonable charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding.

(c) Extinguishment

The payment to the District by CDFW of the agreed purchase price sum of five hundred sixty seven thousand dollars (\$567,000.00) from the deposit by Authority to CDFW is a condition precedent to the effectiveness of, and to the exercise by Trust or any other party of any and all of the rights granted under, this Conservation Easement. Should this payment to the District not occur on or before 60 days following recordation of this Conservation Easement, this Conservation Easement shall terminate by its own terms, and be of no further force or effect whatsoever. In such event, the District and Trust agree to execute and record an instrument which rescinds this grant of a Conservation Easement. If such rescission document is not recorded within one hundred and eighty (180) days following the date of the recordation of this Conservation Easement, it shall be conclusively presumed the required sum has been paid, and this Conservation Easement is and shall remain valid.

Except as provided above re payment of the agreed sum so specified, if circumstances arise in the future that render the preservation of Conservation Values, including habitat functions and values, or other purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

(d) Condemnation

Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is “property appropriated to public use,” as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. The Benefitting Agency is a public entity that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Trust and District shall provide notice to the Benefitting Agency, and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j). The purposes of this Conservation Easement are presumed to be the best and most necessary public use as defined at California Code of Civil Procedure Section 1240.680, notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

13. TRANSFER OF CONSERVATION EASEMENT OR PROPERTY

(a) Conservation Easement

This Conservation Easement may be assigned or transferred by Trust only

upon prior written approval of District and the Benefitting Agency, which approval shall not be unreasonably withheld or delayed, but Trust shall give District and the Benefitting Agency at least sixty (60) days prior written notice of the proposed assignment or transfer. Benefitting Authority approval shall be required of any transfer of the Property, including such transfers as may occur by operation of law, such as changes of boundaries, transfers of jurisdictional authority, or reorganizations ordered under the Cortese-Knox-Hertzberg Local Government Reorganization Act. Trust may assign or transfer its rights under this Conservation Easement only to an entity or organization: (i) authorized to acquire and hold conservation easements pursuant to California Civil Code Section 815.3 and Government Code Section 65965 (and any successor or other provision(s) then applicable), or the laws of California or the United States; and (ii) otherwise reasonably acceptable to the Benefitting Agency. Trust shall require the assignee to record the assignment in the official records of San Bernardino County. The failure of Trust to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

(b) Property

District agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which District divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. District agrees that the deed or other legal instrument shall also incorporate by reference the Wash Plan HCP, and any amendment(s) to the Wash Plan HCP. District further agrees to give written notice to Trust, and and/or Benefitting Agency, of the intent to transfer any interest at least sixty (60) days prior to the date of such transfer. Trust and and/or Benefitting Agency shall have the right to prevent any transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement (including the exhibits and documents incorporated by reference in it) and the Wash Plan HCP. The failure of District to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

14. MERGER

The doctrine of merger shall not operate to extinguish this Conservation Easement if the Conservation Easement and the Property become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, unless District, Trust, and the Benefitting Agency otherwise agree in writing, a replacement conservation easement or restrictive covenant containing the same protections embodied in this Conservation Easement shall be recorded against the Property.

15. NOTICES

Any notice, demand, request, consent, approval, or other communication that District or Trust desires or is required to give to the other shall be in writing, with a copy to USFWS, and served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, addressed as follows:

To District: San Bernardino Valley Water Conservation District
1630 West Redlands Boulevard, Suite A
Redlands, California 92373
Attn: Daniel Cozad

With Copy To: David B. Cosgrove
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

To Trust : San Bernardino Valley Conservation Trust
1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
Attn: Corporate Secretary

To Authority: : San Bernardino County Transportation Authority
1170 West 3rd Street, 2nd floor
San Bernardino, CA 92410
Attn: Paula Beauchamp

To the Benefitting Agency

To CDFW: California Department of Fish and Wildlife
3602 Inland Empire Blvd, Suite C-220
Ontario, CA 91764
Attn: Kimberly Freeburn

or to such other address a party or the Benefitting Agency may designate by written notice to District, Trust and the Benefitting Agency. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

16. AMENDMENT

This Conservation Easement may be amended only by mutual written agreement of District and Trust and written approval of the Benefitting Agency, which approval shall not be unreasonably withheld or delayed. District and Trust shall provide the Benefitting Agency with 60-days advance notification before any action is taken to amend this Conservation Easement. Any such amendment shall be consistent with the purposes of this Conservation Easement and applicable Federal or California law governing conservation easements, and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of San Bernardino County, and Trust shall promptly provide a conformed copy of the recorded

amendment to the District and the Benefitting Agency.

17. ADDITIONAL PROVISIONS

(a) Controlling Law

The interpretation and performance of this Conservation Easement shall be governed by the laws of the United States and the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction

Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to effect the purposes of this Conservation Easement and the policy and purpose of California Civil Code Section 815, *et seq.* and Government Code Section 65965. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability

If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement

This document, including the Wash Plan HCP which is hereby incorporated by reference in this document, including as it may be hereinafter amended, sets forth the entire agreement of the parties and USFWS with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this Conservation Easement shall be valid or binding unless contained in an amendment in writing signed by all parties hereto.

(e) No Forfeiture

Nothing contained in this Conservation Easement will result in a forfeiture or reversion of District's title in any respect.

(f) Successors

The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal

representatives, heirs, successors, and assigns, and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations

A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions or breaches occurring prior to transfer shall survive transfer.

(h) Captions

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability

(1) District represents and warrants that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of District under this Conservation Easement, District hereby releases and agrees to indemnify, protect and hold harmless the Authority, Trust, and Trust Indemnified Parties (defined in Section 10(b)) from and against any and all Claims (defined in Section 10(b)) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Trust or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and (B) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against Authority or any of the Trust Indemnified Parties by reason of any such Claim, District shall, at the election of and upon written notice from the Authority or applicable Trust Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Authority, or Trust Indemnified Party, as applicable.

(3) Without limiting the obligations of District under this Conservation Easement, District hereby releases and agrees to indemnify, protect and hold harmless the Benefitting Agency from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from or about, or otherwise associated with the Property at any time, except that this release and indemnification shall be inapplicable to a Third-Party Beneficiary Indemnified Party with respect to any Hazardous Materials placed, disposed or released by that Third-Party Beneficiary Indemnified Party or any of its employees. This release and indemnification includes, without limitation, Claims for (A) injury to or death of any person or physical damage to any property; and

(B) the violation of alleged violation of, or other failure to comply with, any Environmental Laws. If any action or proceeding is brought against any of the Third-Party Beneficiary Indemnified Parties by reason of any such Claim, District shall, at the election and upon written notice from the applicable Third-Party Beneficiary Indemnified Party, defend such action or proceeding by counsel reasonably acceptable to the Third-Party Beneficiary Indemnified Party for all charges incurred for services of the California Attorney General or the U.S. Department of Justice in defending the action or proceeding, as may be applicable.

(4) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Authority, Trust, or Benefitting Agency any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. § 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over District's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(5) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901, *et seq.*; hereinafter, "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. §5101, *et seq.*; hereinafter, "HTA"); the Hazardous Waste Control Law (California Health & Safety Code § 25100, *et seq.*; hereinafter, "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code § 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(6) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human

health or safety, the environment or Hazardous Materials. District represents, warrants and covenants to Trust and the Benefitting Agency that activities upon and use of the Property by District, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(7) The provisions of this Section 16(i) shall survive the recordation of this Conservation Easement.

(j) Warranty

District represents and warrants that District is the owner of the Property. District also represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, mineral interests) which may conflict or are inconsistent with this Conservation Easement.

(k) Additional Interests

District shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), nor shall District grant, transfer, abandon or relinquish (each a "Transfer") any mineral, air, or water right or any water associated with the Property, without first notifying Trust and the Benefitting Agency 60-days in advance of such Transfer and obtaining the written consent of each of them. Such consent may be withheld if Trust, CDFW, or USFWS determine(s) that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the Conservation Values of the Property. This Section 16(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to and in compliance with this Conservation Easement. District shall provide a copy of any recorded or unrecorded grant or Transfer document to the Trust and Benefitting Agency

(l) Recording

Trust shall record this Conservation Easement in San Bernardino County, and may re-record it at any time as Trust deems necessary to preserve its rights in this Conservation Easement.

(m) Third-Party Beneficiary.

Authority, District and Trust acknowledge that the Benefitting Agency (the "Third-Party Beneficiary") is a third party beneficiary of this Conservation Easement with the right of access to the Property and the right to enforce all of the rights and obligations of District and Trust under this Conservation Easement.

IN WITNESS WHEREOF all parties have executed this Conservation Easement Deed the day and year first above written.

District:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

TRUST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

AUTHORITY:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBIT D

Preliminary Title Report

[Pending from Lawyer's Title-to be provided]



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1767

To: Board of Directors
From: General Manager, Daniel Cozad
Date: February 10, 2021
Subject: Statement of the Conservation Trust Report

RECOMMENDATION

Receive and file the report on the State of the San Bernardino Valley Conservation Trust.

BACKGROUND

The San Bernardino Valley Conservation Trust was formed in March 2016 for the direct protection or stewardship of land, water, and natural resources; most specifically for the investment of endowment funds for the Wash Plan Habitat Conservation Plan, to hold mitigation easements and/or fee title to conserved lands. Members of the Board requested staff provide a presentation to the Board on the status of the Conservation Trust.

DISCUSSION

The District is the lead agency for obtaining the required permits for approval of the Wash Plan covered activities and created the Conservation Trust. District employees act as the staff of the Trust. The same staff manage implementation requirements of the Wash Plan and agreements with the Trust. Staff also manages investments, finances, and day-to-day operations. Staff prepared this presentation to help the Board understand the trust and its status. While the Trust has its own Board of Directors, this presentation will provide a more detailed look into financial status, activities, agreements, accomplishments, and upcoming requirements.

FISCAL IMPACT

Aside from the staff time required to prepare the presentation there are no fiscal impacts related to this status report.

**BOARD OF
DIRECTORS**

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

**GENERAL
MANAGER**

Daniel B. Cozad

San Bernardino Valley Conservation Trust

A Special Purpose Land Trust

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PURPOSE

- The direct protection or stewardship of land, water, and natural resources, including, but not limited to, agricultural lands, wildlife habitat, wetlands, endangered species habitat, open-space areas, and outdoor recreational areas.
- Specific activities include implementation of the Santa Ana River Wash Plan, which is a Habitat Conservation Plan approved by the US Fish and Wildlife Service and the CA Department of Fish and Wildlife.
- Implementation activities include the collection and investment of endowment funds for the purposes described above. Additionally, this nonprofit corporation would hold mitigation easements and/or fee title to land being conserved for the purposes described above.
- Finally, this nonprofit corporation anticipates working with cities and San Bernardino County for open space trails access and other public benefit programs for education, water related outreach, natural resource awareness and related activities.

APPROVALS

- IRS: Recognition of Exemption under Section 501(c)(3)
- California Department of Fish and Wildlife: Granted authorization to hold and manage mitigation lands
- California State Treasurer: Tax Exempt Status
- State of California Department of Justice: Registration with Attorney General's Registry of Charitable Trusts
- Land Trust Accreditation Commission: Land Trust Accreditation

CURRENT POLICIES

Investment

Reserve

Conflicts of Interest

Records

Endowment Spending

Conservation Easement Amendment



BOARD OF DIRECTORS



President
David Raley, SBVWCD



Vice President
John Longville, SBVWCD



Director
Paul Williams, IERCD



Director
T. Milford Harrison, SBVMWD

SPECIAL RELATIONSHIP

Important Differences

- Trust Board includes two District Board members
- District employees staff the Trust
- Trust supports the District in implementing the Wash Plan HCP
 - Holding and Investing Endowment Funds
 - Holding and Enforcing (if needed) Conservation Easements
- Responsible to:
 - The Trust Board of Directors
 - The California Department of Fish and Wildlife
 - The IRS for maintenance of non-profit status
 - The public as a Public Benefit non-profit

TRUST ROLES

Wash Plan implementation
Independent third party in
Conservation Easements



INVESTMENT DIFFERENCES

SIP-Systematic Investment Plan (Used)

- Benefits:
 - a) Set payments are placed into an investment vehicle (i.e., mutual funds, commingled trusts, separate accounts, etc.) on a regularly scheduled basis
 - b) Dollar-Cost-Averaging -Shares bought consistently even on down market brings average cost lower
 - c) Provides funding anticipated withdrawals on a continuing basis for spending policy needs and reasonable expenses for operation of the Fund

FD-Fixed Deposit

- Disadvantages
 - a) Lump-sum investment
 - b) Relatively low investment returns with potential for wealth erosion
 - c) No flexibility to access funds

CE HOLDER/ENFORCEMENT

Third party beneficiary in Conservation Easements

Required by state and federal mitigation requirements

Legal standing to enforce Conservation Easement restrictions

Able to implement Conservation Easement requirements via endowment

Biological monitoring

Conserved land management



**COMMUNITY
MITIGATION
PROGRAM
DEPOSIT
AGREEMENTS
WITH PRIVATE
DEVELOPERS**

- **S-P Deerfield, LLC (Blossom Trails Project)**

Scope: To assist in obtaining required mitigation for the San Bernardino Kangaroo Rat (SBKR) in the form of dedication of preserved land, restoration, or other habitat management activities.

Initial Deposit: \$10,000

Total Deposits: \$26,503.53

Available Balance: \$512.02

- **Highland-Fifth Orange Partners, LLC (Woodbridge Project)**

Scope: To assist in providing mitigation needs for the potential taking of 36 acres of SBKR habitat in the form of dedication of preserved land, conservation easements, endowment, and habitat management.

Initial Deposit: \$10,000

Total Deposits: \$10,000

Available Balance: \$4,949.86

OTHER DEPOSIT AGREEMENTS

- **SB County Transportation Authority (210 FWY Expansion Project)**

Scope: To assist in obtaining CESA ITP No. 2081-2017-062-06 by performing all necessary capturing, tracking, releasing and monitoring of SBKR, developing start-up costs for 4.2 acres of land conserved via Conservation Easement to meet project mitigation requirements, obtain Conservation Easement approval and recording, and establish an endowment fund.

Initial Deposit: \$324,491.69

Total Deposits: \$377,005.03

Available Balance: \$227,347.41

- **SB County Flood Control District (Elder Creek Restoration Project)**

Scope: Working to develop a plan and provide assistance with restoring .57 acres of created low-flow channel with cattail marsh, restore .06 acres of existing cattail marsh, and restore .08 acres of arroyo willow scrub.

Initial Deposit: \$0 (\$5,000 in process)

Total Deposits: \$0

Available Balance: \$0

**FY 2019-2020
AUDIT
STATEMENT**

**San Bernardino Valley Conservation Trust
Statement of Financial Position
June 30, 2020**

Assets

Current Assets:

Cash and cash equivalents	\$ 709,376
Investments	2,647,136
Accounts receivable	<u>8,242,503</u>

Total current assets 11,599,015

Total assets \$ 11,599,015

Liabilities

Current Liabilities:

Due to San Bernardino Valley Water Conservation District	\$ 1,422,119
Unearned revenue	<u>8,569,521</u>

Total current liabilities 9,991,640

Total liabilities 9,991,640

Net assets

Without donor restrictions	(565,236)
With donor restrictions	<u>2,172,611</u>

Total net assets 1,607,375

Total liabilities and net assets \$ 11,599,015

**FY 2019-2020
AUDIT
STATEMENT**

**San Bernardino Valley Conservation Trust
Statement of Activities
For the year ended June 30, 2020**

	Without donor restrictions	With donor restrictions	Total
Revenues			
Contributions	\$ 26,412	\$ -	\$ 26,412
Realized gain on investments	10,416	28,162	38,578
Unrealized gain on investments	12,016	32,486	44,502
Interest and dividends, net	12,325	33,324	45,649
	<u>61,169</u>	<u>93,972</u>	<u>155,141</u>
Expenses			
Wash Plan	531,495	-	531,495
Insurance	1,351	-	1,351
Bank fees	3,500	-	3,500
Other expenses	3,115	-	3,115
	<u>539,461</u>	<u>-</u>	<u>539,461</u>
Total change in net assets	(478,292)	93,972	(384,320)
Net assets, beginning of year	<u>(86,944)</u>	<u>2,078,639</u>	<u>1,991,695</u>
Net assets, end of year	<u>\$ (565,236)</u>	<u>\$ 2,172,611</u>	<u>\$ 1,607,375</u>

Main Investment Objective

- Minimize risk of principal loss and maintain the ability of the portfolio to meet current and long-term spending policies, net of inflation. Long-term growth of the assets in excess of inflation is secondary.

Authority

- The Board will have the authority to implement the investment policy and guidelines in the best interest and to best satisfy the purpose of the Fund.

Objectives (simplified)

- All transactions must be for sole interest of Fund beneficiaries and assets diversified to minimize impact of large losses
- To provide withdrawals for spending policy needs and reasonable expenses
- To enhance value of Fund long-term while maintaining a reasonable risk profile
- Minimize principal fluctuations
- To achieve a long-term return commensurate with economic conditions equal to or exceeding the investment objective

Asset Allocation (simplified)

- To create the greatest likelihood of meeting the Fund's investment objectives and the best balance between risk and return for optimal diversification, the Board directed assets to be invested in a 70% Growth/30% Income Portfolio

INVESTMENT POLICY

As of 12/31/2020

Assets:	\$ 741,561.72 California Credit Union (cash)
	<u>\$3,131,408.95 US Bank (investments)</u>
	\$3,131,408.95
Accounts Receivable:	\$8,082,927.00 Wash Plan MOU
Liabilities:	\$1,507,925.65 SBVWCD for WP
	\$ 48,441.80 SBVWCD Earned Mitigation Credits
	<u>\$ 232,809.27 Unearned Mitigation Deposits</u>
<u>Balance</u>	\$1,789,176.72
Net Position	\$9,425,159.23

FINANCIAL STATUS

Wash Plan Year 1 Requirement	Resources	Direct Cost	Admin Cost	Total
1) Conserve 200 acres of Jump Start land				\$ 69,500.00
Platt and legal description on portions of APN 029113101, 029114108, and 029707110	Consultant	\$ 50,000.00	\$ 4,500.00	
Title Report	Consultant	\$ 1,000.00	\$ 1,000.00	
Legal review	Legal Counsel	\$ 9,000.00	\$ 2,000.00	
Record Conservation Easement on portions of APN 029113101, 029114108, and 029707110	Staff	\$ 2,000.00	\$ -	
2) Initial clean-up on Jump Start land				\$ 8,000.00
Dump and trash removal on portions of APN 029113101, 029114108, and 029707110	Staff	\$ 8,000.00	\$ -	
3) Invasive grass treatments at spineflower sites*				\$ 29,000.00
Invasive grass treatment on 20 acres	IERCD	\$ 26,500.00	\$ 2,500.00	
4) Monitor California gnatcatcher				\$ 7,500.00
Finalize methodology for CAGN baseline surveys	Staff	\$ 1,500.00	\$ -	
Obtain approval from Preserve Management Committee	Staff	\$ 1,000.00	\$ -	
Pilot CAGN baseline monitoring	Consultant	\$ 4,000.00	\$ 1,000.00	
5) Monitor San Bernardino kangaroo rat				\$ 28,500.00
Finalize methodology for SBKR baseline surveys	Staff	\$ 2,000.00	\$ -	
Obtain approval from Preserve Management Committee	Staff	\$ 3,500.00	\$ -	
Pilot SBKR baseline monitoring	Consultant	\$ 20,000.00	\$ 3,000.00	
		\$ 128,500.00	\$ 14,000.00	\$ 142,500.00





**San Bernardino Valley
Water Conservation District**
Helping Nature Store Our Water

Memorandum No. 1768

To: Board of Directors
From: General Manager, Daniel Cozad
Date: February 10, 2021
Subject: CSDA Call for Nominations for Seat A, Southern Network

RECOMMENDATION

Review and provide direction to staff to nominate a Board member if interested for the CSDA Board of Directors, Seat A, Southern Network for the term of 2022-2024

BACKGROUND

The leadership of CSDA is elected from its six geographical regions. Each region has three seats on the Board with staggered 3 year terms. Candidates must be affiliated with an independent special district that is a CSDA member, such as the SBVWCD.

Board members are expected to attend all board meetings held every other month at CSDA’s office in Sacramento, participate in at least one committee and attend two annual events (Special District’s Legislative Days (held in the spring and fall). CSDA reimburses directors for their related expenses for Board and Committee meetings. Expenses for the two annual events are not reimbursed by CSDA. CSDA requires Board members are expected to complete all four modules of CSDA’s Special District Leadership Academy within 2 years.

The deadline for filing a nomination is March 29, 2021. Additional information is included in package.

FISCAL IMPACT

District would be responsible for paying expenses for at least the two annual events and the cost for all four modules of CSDA’s Special District Leadership Academy plus travel and per diem. Other regular board and committee meeting costs would be reimbursed by CSDA. Staff’s preliminary cost estimate for the meeting participation is \$6,448 per year.

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille
Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

Required Meetings	Per Deim/Travel/Reg	Notes
CSDA Annual Conference	\$ 3,483.14	
<i>CSDA Board Meetings</i>	<i>\$ 2,852.12</i>	<i>Reimbursable</i>
CSDA Leadership Academy	\$ 1,640.00	
<i>CSDA Committee Meetings</i>	<i>\$ 2,960.60</i>	<i>Reimbursable</i>
CSDA Legislative Days	\$ 1,325.00	
Fiscal Impact Annually	\$ 12,260.86	
<i>Total Less Reimbursable Expenses</i>	<i>\$ 6,448.14</i>	

POTENTIAL MOTIONS

1. Move approval of Board selected Board member being nominated and direct staff to prepare necessary documents for submittal to CSDA.
2. Move to request this item be tabled and referred to Finance & Administration Committee for reconsideration of specific issues discussed.

ATTACHMENTS OR MATERIALS

CSDA Letter with nomination form



**California Special
Districts Association**
Districts Stronger Together

San Bernardino Valley

FEB - 1 2021

Water Conservation
District

DATE: January 28, 2021
TO: CSDA Voting Member Presidents and General Managers
FROM: CSDA Elections and Bylaws Committee
SUBJECT: **CSDA BOARD OF DIRECTORS CALL FOR NOMINATIONS
SEAT A**

The Elections and Bylaws Committee is looking for Independent Special District Board Members or their General Managers who are interested in leading the direction of the California Special Districts Association for the 2022 - 2024 term.

The leadership of CSDA is elected from its six geographical networks. Each of the six networks has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA Regular Member in good standing and located within the geographic network that they seek to represent. (See attached CSDA Network Map)

The CSDA Board of Directors is the governing body responsible for all policy decisions related to CSDA's member services, legislative advocacy, education and resources. The Board of Directors is crucial to the operation of the Association and to the representation of the common interests of all California's special districts before the Legislature and the State Administration. Serving on the Board requires one's interest in the issues confronting special districts statewide.

Commitment and Expectations:

- Attend all Board meetings, usually 4-5 meetings annually, at the CSDA office in Sacramento.
- Participate on at least one committee, meets 3-5 times a year at the CSDA office in Sacramento.
(CSDA reimburses Directors for their related expenses for Board and committee meetings as outlined in Board policy).
- Attend, at minimum, the following CSDA annual events: Special Districts Legislative Days - held in the spring, and the CSDA Annual Conference - held in the fall.
(CSDA does not reimburse expenses for the two conferences even if a Board or committee meeting is held in conjunction with the event)
- Complete all four modules of CSDA's Special District Leadership Academy within 2 years of being elected.
(CSDA does not reimburse expenses for the Academy classes even if a Board or committee meeting is held in conjunction with the event).

Nomination Procedures: Any Regular Member in good standing is eligible to nominate one person, a board member or managerial employee (as defined by that district's Board of Directors), for election to the CSDA Board of Directors. **A copy of the member district's resolution or minute action and Candidate Information Sheet must accompany the nomination. The deadline for receiving nominations is March 29, 2021. Nominations and supporting documentation may be mailed or emailed.**

Mail: 1112 I Street, Suite 200, Sacramento, CA 95814
Fax: 916.442.7889
E-mail: amberp@csda.net

Once received, nominees will receive a candidate's letter. The letter will serve as confirmation that CSDA has received the nomination and will also include campaign guidelines.

CSDA will begin electronic voting on May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021. The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

Expiring Terms

(See enclosed map for Network breakdown)

Northern Network Seat A – Ralph Emerson, GM, Garberville Sanitary District*
Sierra Network Seat A – Noelle Mattock, Director, El Dorado Hills Community Services District*
Bay Area Network Seat A – Chad Davisson, GM, Ironhouse Sanitary District*
Central Network Seat A – Vacant
Coastal Network Seat A – Elaine Magner, Director, Pleasant Valley Recreation and Park District*
Southern Network Seat A – Jo MacKenzie, Director, Vista Irrigation District*

This year we will be using a web-based online voting system, allowing your district to cast your vote easily and securely. *Electronic Ballots will be emailed to the main contact in your district May 28, 2021. All votes must be received through the system no later than 5:00 p.m. July 16, 2021.*

Districts can opt to cast a paper ballot instead; but you must contact Amber Phelen by e-mail Amberp@csda.net by March 29, 2021 in order to ensure that you will receive a paper ballot on time.

CSDA will mail paper ballots on May 28, 2021 per district request only. ALL ballots must be received by CSDA no later than 5:00 p.m. July 16, 2021.

The successful candidates will be notified no later than July 20, 2021. All selected Board Members will be introduced at the Annual Conference in Monterey, CA in August 2021.

(* = Incumbent is running for re-election)

If you have any questions, please contact Amber Phelen at amberp@csda.net.



**California Special
Districts Association**
Districts Stronger Together

2021 BOARD OF DIRECTORS NOMINATION FORM

Name of Candidate: _____

District: _____

Mailing Address: _____

Network: _____ (see map)

Telephone: _____

(PLEASE BE SURE THE PHONE NUMBER IS ONE WHERE WE CAN REACH THE CANDIDATE)

Fax: _____

E-mail: _____

Nominated by (optional): _____

**Return this form and a Board resolution/minute action supporting the candidate
and Candidate Information Sheet by mail or email to:**

CSDA
Attn: Amber Phelen
1112 I Street, Suite 200
Sacramento, CA 95814
(877) 924-2732

amberp@csda.net

DEADLINE FOR RECEIVING NOMINATIONS – March 29, 2021



**California Special
Districts Association**
Districts Stronger Together

2021 CSDA BOARD CANDIDATE INFORMATION SHEET

The following information **MUST** accompany your nomination form and Resolution/minute order:

Name: _____

District/Company: _____

Title: _____

Elected/Appointed/Staff: _____

Length of Service with District: _____

1. Do you have current involvement with CSDA (such as committees, events, workshops, conferences, Governance Academy, etc.):

2. Have you ever been associated with any other state-wide associations (CSAC, ACWA, League, etc.):

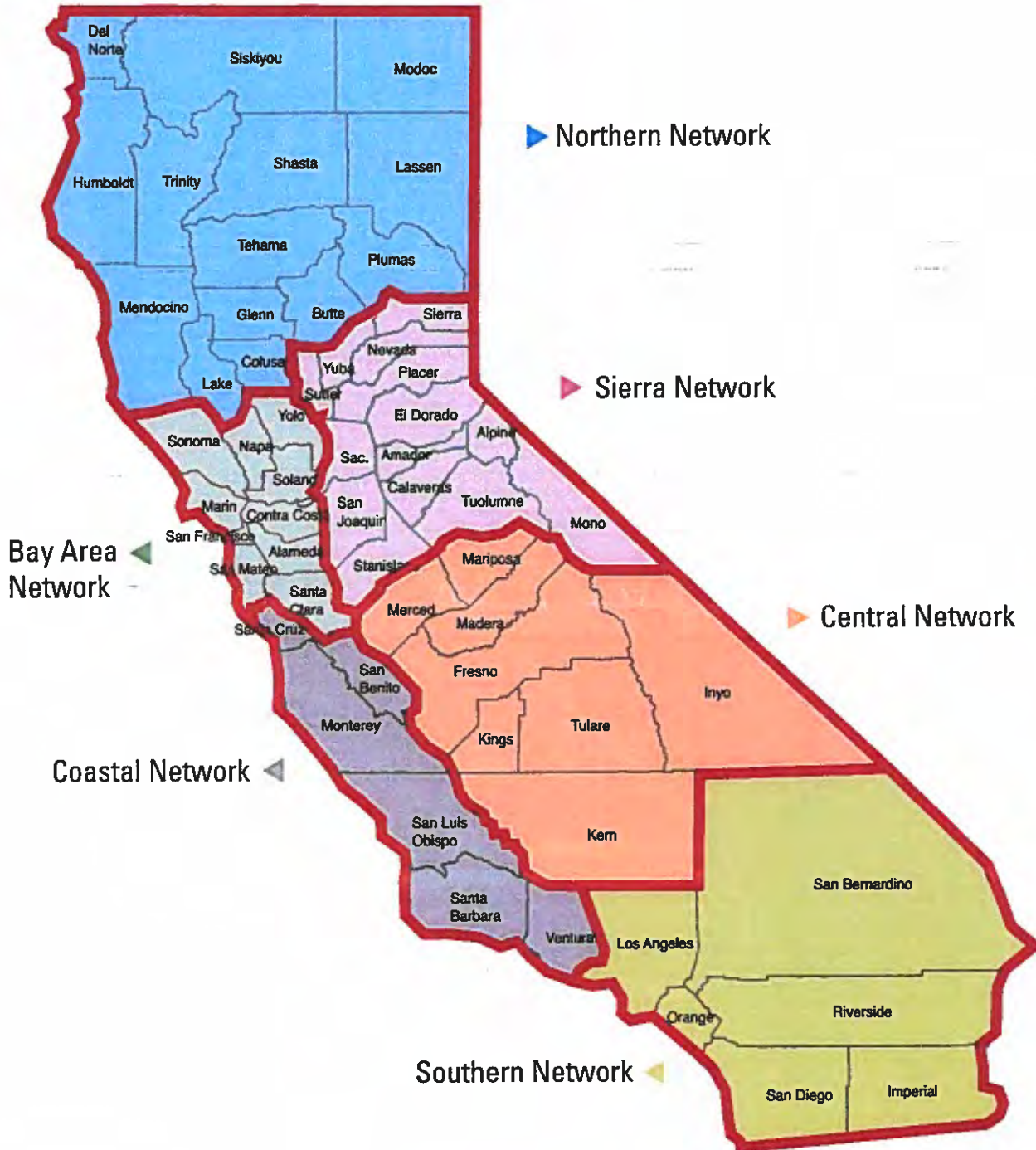
3. List local government involvement (such as LAFCo, Association of Governments, etc.):

4. List civic organization involvement:

****Candidate Statement** – Although it is not required, each candidate is requested to submit a candidate statement of no more than 300 words in length. **Any statements received in the CSDA office after March 29, 2021 will not be included with the ballot.**



California Special Districts Association
DISTRICT NETWORKS





**San Bernardino Valley
Water Conservation District**
Helping Nature Store Our Water

ARTP Status Report No.5

To: Partnership Agreement Policy Committee
From: Erwin Fogerson, Senior Engineer/Project Manager
Date: January 12, 2021
Subject: Active Recharge Project Status Report

BACKGROUND

The boards of the San Bernardino Valley Water Conservation District (Conservation District) and San Bernardino Valley Municipal Water District (Valley District) have agreed to draw from the best of both districts to promote a brighter future for groundwater storage and protection of threatened species in the region. This collaborative effort has been realized through the execution of the Partnership Agreement for Active Recharge Project Development under the Upper Santa Ana River Habitat Conservation Plan (Agreement).

The Agreement includes the requirement for the formation of a Partnership Agreement Policy Committee to review and advise the Conservation District staff on a number of items covered in the Agreement. The committee is to meet quarterly throughout the duration of the development of Active Recharge Transfer Projects. Major items of work in the partnership include:

- The Conservation District will provide up to 295 acres of conservation easements to the San Bernardino Valley Conservation Trust, to help offset the environmental impacts of active recharge projects being undertaken to enhance groundwater recharge and storage.
- Valley District will provide funding to the Conservation District for building new recharge projects for each acre of conservation easement the Conservation District transfers to the trust.
- Valley District will fund a permanent endowment with the Conservation Trust to support the management of habitat mitigation land.
- Valley District will transfer to the Conservation District the implementation, management and eventual ownership of the following tentative list of proposed Active Recharge Projects:
 1. Mill Creek Diversion (expansion, construction, and operations)
 2. Plunge Creek Basins 1 (construction and operations)
 3. Plunge Creek Basins 2 (construction and operations)
 4. City Creek Basins (construction and operations)
 5. Waterman Percolation Basins (reconstruction and maintenance)
 6. East Twin Creek Basin (repairs and maintenance)

- The Conservation District will develop plans, specifications, estimates and bid packages (Construction Package) on planned projects and submit to the Committee for review and concurrence.
- Valley District will draft and process all required permits and any items of work required under NEPA or CEQA including Water Rights.

This status report is a summary of work completed to date on these major items and provides a look ahead to the planned work in the upcoming quarter.

PROGRAM UPDATE

Conservation Easement (CE) Payment Obligation

The agreement requires payment of 50% of the funds for the CE at completion of the Due Diligence which was paid on June 20, 2019. The remainder is paid when obligated by commitment or by January 8, 2022.

The total paid to date is \$18,437,500. As of this report, the threshold for additional payment has not been reached.

Conservation Easement Usage Status (295 Acres initially set aside)

Covered Activity (project)	Implementing Agency	Easement Area required (ac)	Easement recordation date	Remaining Available Acreage
				295

Program Management

The District is developing a Program Management plan to guide the long term implementation of the program. The outline of that plan was presented and discussed at the October 2020 status meeting. As stated in the plan a RFQ has been issued to develop a consultant list.

Active Recharge Transfer Projects (as listed in the Agreement) PS&E Status

Project Name	Project Priority	Current Plan Phase	CEQA Status	Required Agreements / Permits w/ status	Construction Target date	Recent Activity
Mill Creek Diversion	3	Concept	Not started	ACOE – Not started SBCFCD – Not Started	Not determined	None
Plunge Creek Basin 1 &2 (now Plunge Creek Quarry Basins)	1	Concept	Not started	RRM – Initiated Concept Level Discussion SBCFCD – Initiated through MOU (attached)	Start 2021	Plans are at concept level in CADD. Purchase and Sale agreement in progress.

Active Recharge Transfer Projects (as listed in the Agreement) PS&E Status Continued:

Project Name	Project Priority	Current Plan Phase	CEQA Status	Required Agreements / Permits w/ status	Construction Target date	Recent Activity
City Creek	2	Not determined	Not started	SBCFCD – Initiated through MOU	Not determined	None
Waterman Spreading Grounds	2	Not determined	Not started	SBCFCD - Initiated through MOU	Not determined	None
Twin Creek	1	Concept	Not started	SBCFCD – Initiated through MOU	Not determined	Evaluating spillway configurations

Additional Active Recharge Transfer Projects (not listed in the Agreement) Status

Project Name	Project Priority	Current Plan Phase	CEQA Status	Required Agreements / Permits w/ status	Construction Target date	Recent Activity
Oak Creek Diversion	1	Concept		SBVMWD – Initiated Concept Level Discussion SBCFCD – Initiated through MOU	Not determined	Started concept design of diversion structure and diversion pipe alignment
Tract 14326 Diversion	1	Concept		none	Not determined	Started utility research, basin and diversion base map and preliminary basin configuration

“Next Steps” - Planned Work upcoming Quarter

Project	Planned Activity
Mill Creek Diversion	none
Plunge Creek Quarry Basins	Complete agreement with Robertson’s Ready Mix. Start coordination with SBCFCD. Issue RFP for final design of basin. Diversion structure design to be done separately.
City Creek	Concept layout design
Waterman Spreading Grounds	Initiate coordination with SBCFCD

“Next Steps” - Planned Work upcoming Quarter Continued

Twin Creek	Continue preliminary design and continue coordination with SBCFCD
Oak Creek Diversion	Continue preliminary design and continue coordination with SBVMWD and SBCFCD. Issue RFP for final design of basin and basin inlet (not diversion structure)
Tract 14326 Diversion	Continue preliminary design and continue coordination with SBVMWD. Issue RFP for final design of City storm drain diversion

EXHIBITS

1. SBVWCD / SBCFCD MOU
2. Plunge Creek Phase 1 Site Plan with Summary Information
3. Plunge Creek Phase 2 Site Plan with Summary Information
4. Oak Creek Basin Concept Plan

**Planning Memorandum of Understanding
by and between the San Bernardino County Flood Control District and
San Bernardino Valley Water Conservation District**

RECITALS

WHEREAS, the San Bernardino County Flood Control District (FCD) was created by the San Bernardino County Flood Control Act of 1939, California Water Code Appendix section 43-1 *et seq.* (Flood Control Act). The Flood Control Act specifies that the FCD's primary purpose is to provide for the control of flood and storm waters and, secondarily, to conserve such flood and storm waters, and other waters, for beneficial uses in FCD's district area by spreading, storing, retaining, and through percolation.

WHEREAS, in 1910, the Water Conservation Association (WCA) was organized to conserve the water of the Santa Ana River by storing it in the groundwater basin for future use. In 1931, local citizens voted to create the **San Bernardino Valley Water Conservation District (SBVWCD)** as a public agency to protect against the excessive export of the local surface water by downstream agencies. WCA was dissolved in the early 1940s, and all land and water property were transferred to SBVWCD.

WHEREAS, SBVWCD is now constituted as a water conservation district, duly formed and existing under the authority of California Water Code sections 74000 *et. seq.* SBVWCD has as its primary purpose the capture, spread, and recharge of water, both native and imported, over groundwater recharge facilities it owns, operates, and leases, and the stewardship of lands for compatible water supply and quality, mineral production, and the preservation of sensitive habitats.

WHEREAS, FCD owns and operates a number of flood control facilities within SBVWCD's boundaries.

WHEREAS, SBVWCD has identified FCD's facilities into which storm water flows may be diverted for water recharge purposes, provided such use will not impair the primary purpose and function of FCD facilities, which is and is to remain to maintain adequate flood protection for the safety and protection of the public.

WHEREAS, the potential for such recharge use is at this time conceptual, and requires additional study, including the identification of eligible facilities, the amount and quality of storm water flows potentially available for recharge, the location and capacity of facilities to accommodate such flows, the secondary impacts such recharge might have on groundwater levels, migration of contaminant plumes, sand and gravel extraction or other land uses in the vicinity, subsidence protection, endangered and sensitive species habitat preservation, and related concerns.

WHEREAS, SBVWCD has preliminarily identified FCD facilities for future study of potential recharge, which facilities are more specifically depicted in Exhibit 1 hereto ("Initial Facilities").

WHEREAS, FCD and SBVWCD wish to enter into this Planning Memorandum of Understanding (MOU) to describe, in general terms, their interests in coordinating their efforts to plan and evaluate the practical, environmental, and financial feasibility of such combined use of FCD's facilities.

WHEREAS, as provided herein, this MOU is for undertaking investigations and feasibility studies in contemplation of possible future use of FCD facilities, and at this juncture does not commit either party to any project or future agreement. Any specific agreed-upon use of FCD facilities for recharge will be set forth in a separate water spreading agreement between the parties, for which the requisite California Environmental Quality Act (CEQA) analysis shall be conducted prior to entering into future agreements to approve or implement any specific project.

NOW, THEREFORE, it is mutually agreed as follows:

1. Recitals.

The recitals set forth above are true and correct and incorporated herein.

2. Term.

This MOU shall have a term of 10 years from the date on which the last party executes this MOU unless earlier terminated as set forth herein. This MOU may be extended by the parties for up to two (2) subsequent 10-year periods, pursuant to written amendment signed by both parties. Either party may terminate this MOU by providing the other party with ninety (90) written notice, provided, however, that termination of this MOU shall not terminate any water spreading agreements the Parties may have entered into as of the date this MOU itself is terminated, and any such water spreading agreements shall be governed by their own termination provisions, if any.

3. General Planning Efforts.

3.1 Preliminary Report. In order to evaluate the Initial Facilities (see Exhibit 1) for the use of storm water recharge, SBVWCD shall prepare and submit to FCD a preliminary report, in a form to mutually agreed upon by the parties, identifying the particular FCD facility, the anticipated amount of storm water to be captured and diverted to that facility, and any SBVWCD improvements anticipated to be required for use of the FCD facility for storm water diversion, storage, or recharge. Parties agree to hold one or more scoping meetings where FCD will provide information relating to its operational, engineering, and environmental constraints and SBVWCD will provide concepts to address those constraints while meeting the need and purposes each of the projects. FCD will provide access to the Initial Facilities to SBVWCD, without charge, to conduct field investigations and surveys necessary to finalize the concept designs. Such investigations and field studies by SBVWCD may include, but are not limited to, surveys, soil borings or tests, geologic sampling, plant or animal habitat counts or surveys, or water quality, quantity, or flow measurements or sampling, so long as such

investigations and field studies do not materially impact FCD's maintenance of use of the Initial Facilities. SBVWCD will prepare and submit the Preliminary Report for sites individually or as groups to address such constraints, impacts of the project(s) as an initial step in the permitting process.

3.2 Assessment of Preliminary Report and Planning. Once the preliminary report is submitted by SBVWCD for the specific use of a particular FCD facility, the parties shall allocate sufficient staff time and resources to evaluate the joint use/operation of that existing FCD facility for continued effective use for adequate flood control purposes, in conjunction with proposed storm water recharge. During this evaluation process, SBVWCD shall provide to FCD all of the details associated with the proposed use for each FCD facility including, but not limited to, concept-level construction plans and specifications for any proposed improvements or modifications to the FCD facility (including a statement as to which entity will own the improvements after a project specific agreement terminates), a permit plan identifying any permits or clearances required from any agency or regulatory authority other than FCD or SBVWCD, and a proposed operational plan for each FCD facility. To the extent access rights are indicated as necessary or appropriate for storm water recharge in a FCD facility, the parties shall meet and confer to delineate the scope and extent of such access rights. This information will also include the amount of estimated storm water recharge for each facility, and expected quality of such water.

3.3 Assessment of Secondary Effects of Recharge. SBVWCD's Preliminary Report shall also consider the potential secondary effects of storm water recharge to the environment, including, but not limited to, an evaluation of whether such activities will introduce water quality pollutants or mobilize existing groundwater contamination, or will cause land subsidence, liquefaction, or seepage to low lying lands in any basin to be impacted by the replenishment activities of SBVWCD. The parties acknowledge that SBVWCD will be the agency leading this evaluation as it has the appropriate expertise concerning storm water recharge and the water quality. FCD will independently review SBVWCD's evaluation.

3.4 Considering the statutory purposes of the FCD and the goals of SBVWCD, both parties agree that they will determine, on a case by case basis, which agency will be in charge of seeking permits for projects and which agency will be the "Lead Agency" for purposes of complying with CEQA. The responsibility for CEQA compliance and permits shall be specified in a water spreading agreement.

3.5 SBVWCD will work cooperatively with FCD towards SBVWCD's goal of maximizing the quantity of storm water recharge from the existing FCD's facilities, while maintaining or improving the protection of the public from the dangers of flooding.

4. Primacy of FCD Use.

4.1 The parties obligations set forth hereunder shall be subject to the primary purpose of FCD and FCD facilities pursuant to the Flood Control Act to protect property and the public from flood waters. The use of FCD facilities for flood control purposes shall be paramount.

4.2 In determining whether to enter into a water spreading agreement, for joint use of an FCD facility for water recharge, FCD shall have the sole discretionary authority to determine what constitutes "adequate flood protection" for the operation of its facilities and to determine whether a proposed recharge activity is consistent with and compatible with its uses of a facility.

4.3 FCD shall have the sole discretionary authority to determine which of its facilities are available for use in re-charge activities proposed by the SBVWCD. Any prospective use of any FCD facility shall be subject to the parties' approval of a water spreading agreement.

5. No Implied Covenants.

Based on the FCD priorities set forth in the Flood Control Act and FCD's discretion provided in this MOU, as well as the general planning nature of this MOU, FCD and SBVWCD acknowledge and agree that no implied covenants attach to this MOU, including, but not limited to, the implied covenant of good faith and fair dealing. Nothing set forth herein shall be deemed to bind FCD's Board of Supervisors to approve a water spreading agreement. Notwithstanding anything to the contrary herein, FCD and its Board of Supervisors retain the sole discretion to authorize the use of FCD facilities for storm water recharge.

6. Assignment.

This MOU may not be assigned by either party without the written consent of the other party.

7. Indemnification and Insurance.

7.1 FCD agrees to indemnify, defend (with counsel approved by SBVWCD) and hold harmless SBVWCD, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from FCD's negligent acts or omissions which arise from FCD's performance of its obligations under this MOU.

7.2 SBVWCD agrees to indemnify, defend (with counsel approved by FCD) and hold harmless the FCD, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the SBVWCD's negligent acts or omissions which arise from the SBVWCD's performance of its obligations under this MOU.

7.3 In the event FCD and/or SBVWCD is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, FCD and/or SBVWCD shall indemnify the other to the extent of its comparative fault.

7.4 FCD and SBVWCD shall maintain throughout the term of this MOU such policies of insurance or legally sufficient self-insurance for Automobile Liability, Comprehensive General Liability, and Workers' Compensation that are adequate to protect against all liabilities and indemnification responsibilities arising out of the performance of the terms, conditions or obligations of this MOU.

8. **Jurisdiction.** This MOU shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this MOU invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purposes of this MOU are frustrated. Any dispute or action to enforce any obligation under this MOU shall be filed and resolved in a Superior Court in San Bernardino County, California. In the event of litigation arising from this MOU, each party to the MOU shall bear its own costs, including attorneys' fees.

9. **Signatures.** This MOU may be signed in counterparts, each of which shall constitute an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

10. **Flood Control District Clause.**

All of the FCD's revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the FCD in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this MOU are subject to the prior pledge of revenues described above. FCD payments pursuant to this MOU will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the FCD from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the FCD (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the FCD pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the FCD, investment income and all other money howsoever derived by the FCD from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of

the FCD, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the FCD.

11. **Amendments; Entire Agreement.** Any amendments to this MOU, including but not limited to, the addition of FCD facilities, shall be set forth in a writing signed by both parties. This MOU contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all other prior negotiations, understandings or contracts.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers or representatives as of the last day and year appearing below.

**SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT**

By: _____

President, Board of Directors

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**



Curt Hagman, Board Chairman

Dated:

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell, Clerk of the Board

By: _____

Deputy

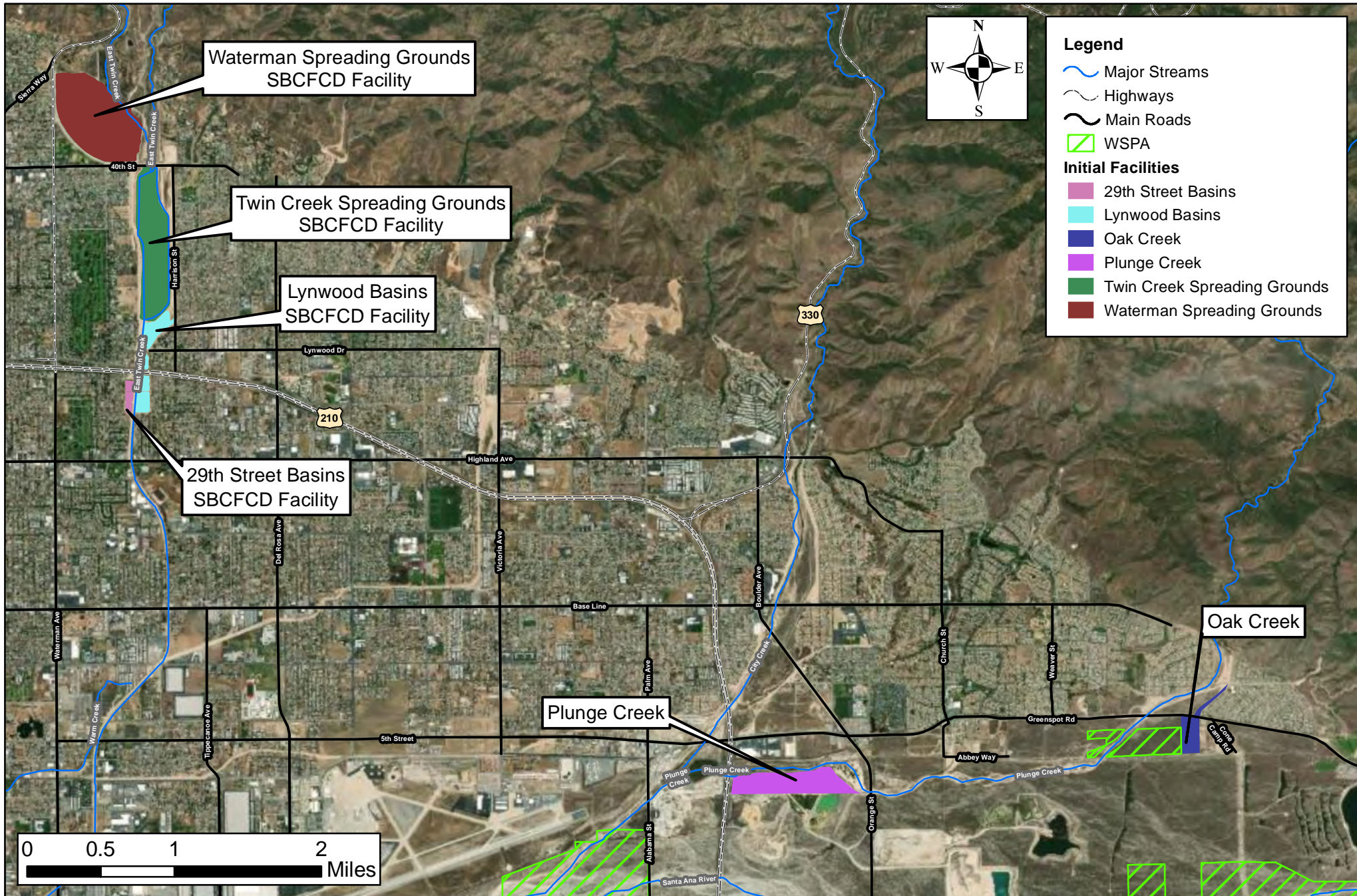
APPROVED AS TO LEGAL FORM:

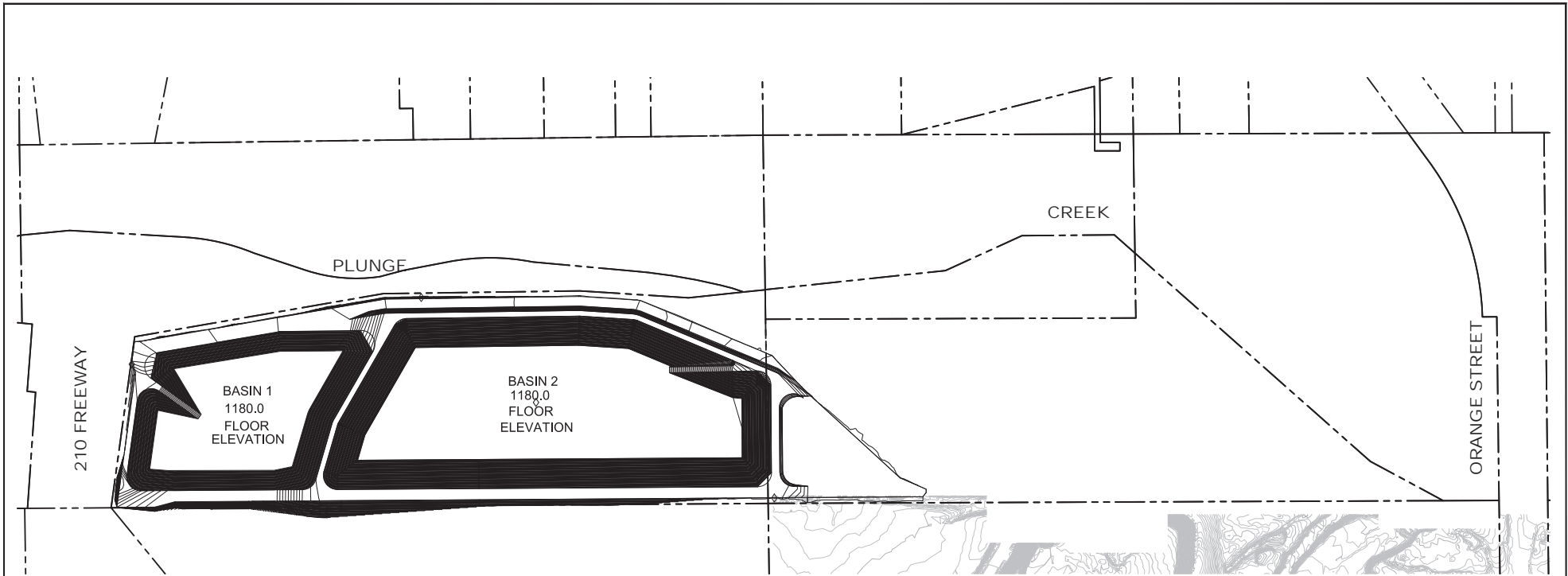
Michelle D. Blakemore, County Counsel

By: _____
Sophie A. Akins
Deputy County Counsel

Exhibit 1: Initial Facility Study Area Planning MOU SBCFCD and SBVWCD

Coordinate System:
 NAD 1983 StatePlane California V FIPS 0405 Feet
 Projection: Lambert Conformal Conic
 Datum: North American 1983
 Source: SBVWCD, CASIL, SBVMWD
 GIS Contact: Katelyn Scholte
 M:\Active Recharge\SBCFCD MOU Maps
 November 4, 2020



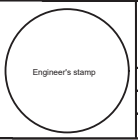


Proposed Plunge Creek Phase 1 Recharge Basins Summary Information

Basin No.	Basin Floor Elevation (ft)	Minimum Top of Slope Elevation (ft)	Maximum Top of Slope Elevation (ft)	Lowest Adjacent Elevation (ft)	Maximum Ponding Elevation (ft)	Maximum Ponding Depth (ft)	Bottom Area (ft ²)	Highwater Area (ft ²)	Maximum Storage Volume (acre-ft)
1	1180	1220	1232	1213	1218	38	205209	359255	246
2	1180	1232	1234	1219	1225	45	457837	795992	648
Total Storage Volume:									894



NO.	DATE	REVISIONS	APPROVED	DATE
1				
2				
3				
4				
5				
6				
7				



Prepared under the supervision of: _____
 DRAWN BY: _____
 DESIGNED BY: _____
 CHECKED BY: _____

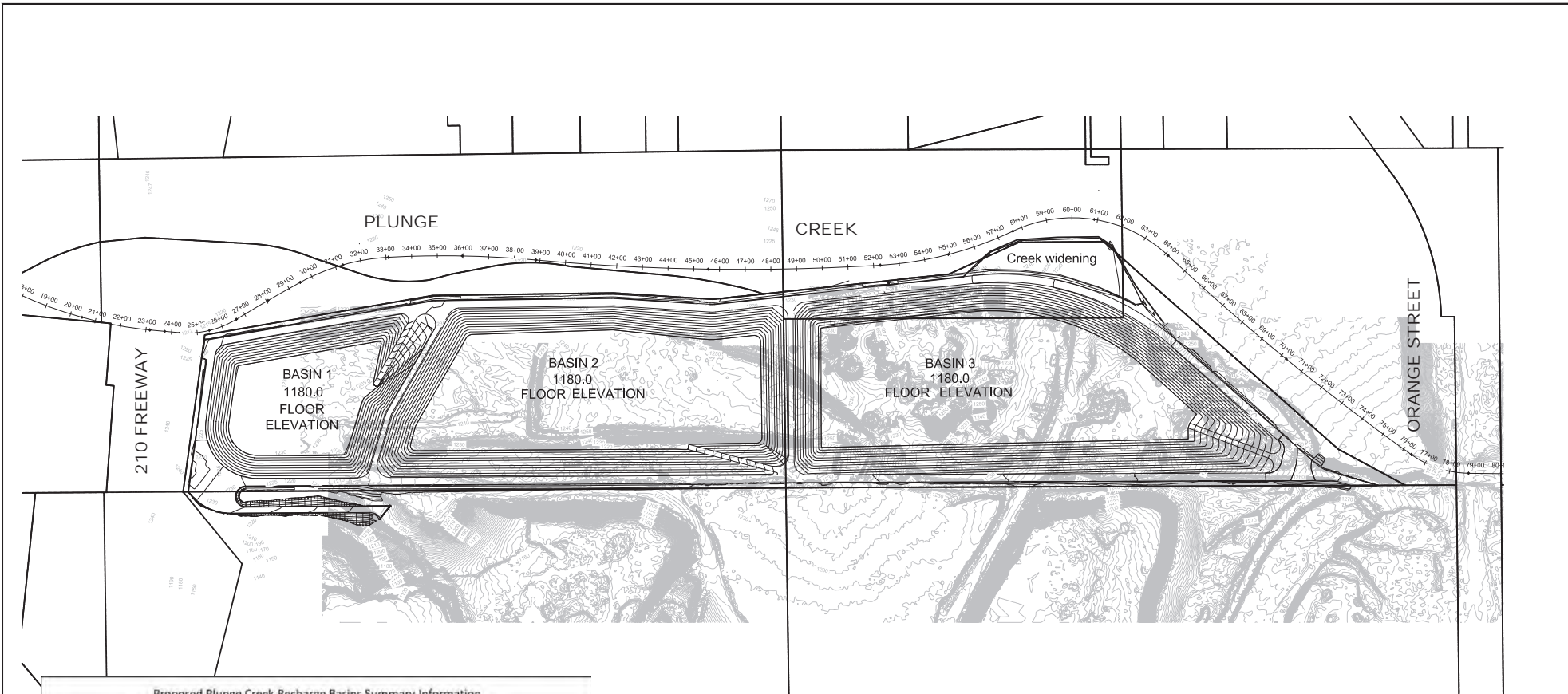


**SAN BERNARDINO VALLEY
 WATER CONSERVATION DISTRICT**

PLUNGE CREEK BASINS - PHASE 1
 SITE PLAN WITH SUMMARY INFORMATION

PROJECT NO. SBVWCD-XXX
 SHEET X OF XX

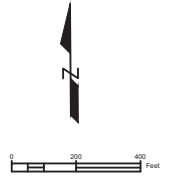
Jun 03, 2020 10:16 AM
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 Plotted by: E:\Egerson



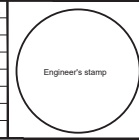
Proposed Plunge Creek Recharge Basins Summary Information

Basin No.	Basin Floor Elevation (ft)	Minimum Top of Slope Elevation (ft)	Maximum Top of Slope Elevation (ft)	Lowest Adjacent Elevation (ft)	Maximum Ponding Elevation (ft)	Maximum Ponding Depth (ft)	Bottom Area (ft ²)	Highwater Area (ft ²)	Maximum Storage Volume (acre-ft)
1	1180	1220	1232	1213	1219	39	200411	371726	256
2	1180	1232	1234	1219	1225	45	564299	905231	759
3	1180	1232	1250	1223	1230	50	631067	1046916	963
Total Storage Volume									1978

UNDERGROUND SERVICE ALERT
 CALL TOLL FREE
1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG



NO.	DATE	REVISIONS	APPROVED	DATE
1				
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Prepared under the supervision of: _____
 DRAWN BY: _____
 DESIGNED BY: _____
 CHECKED BY: _____

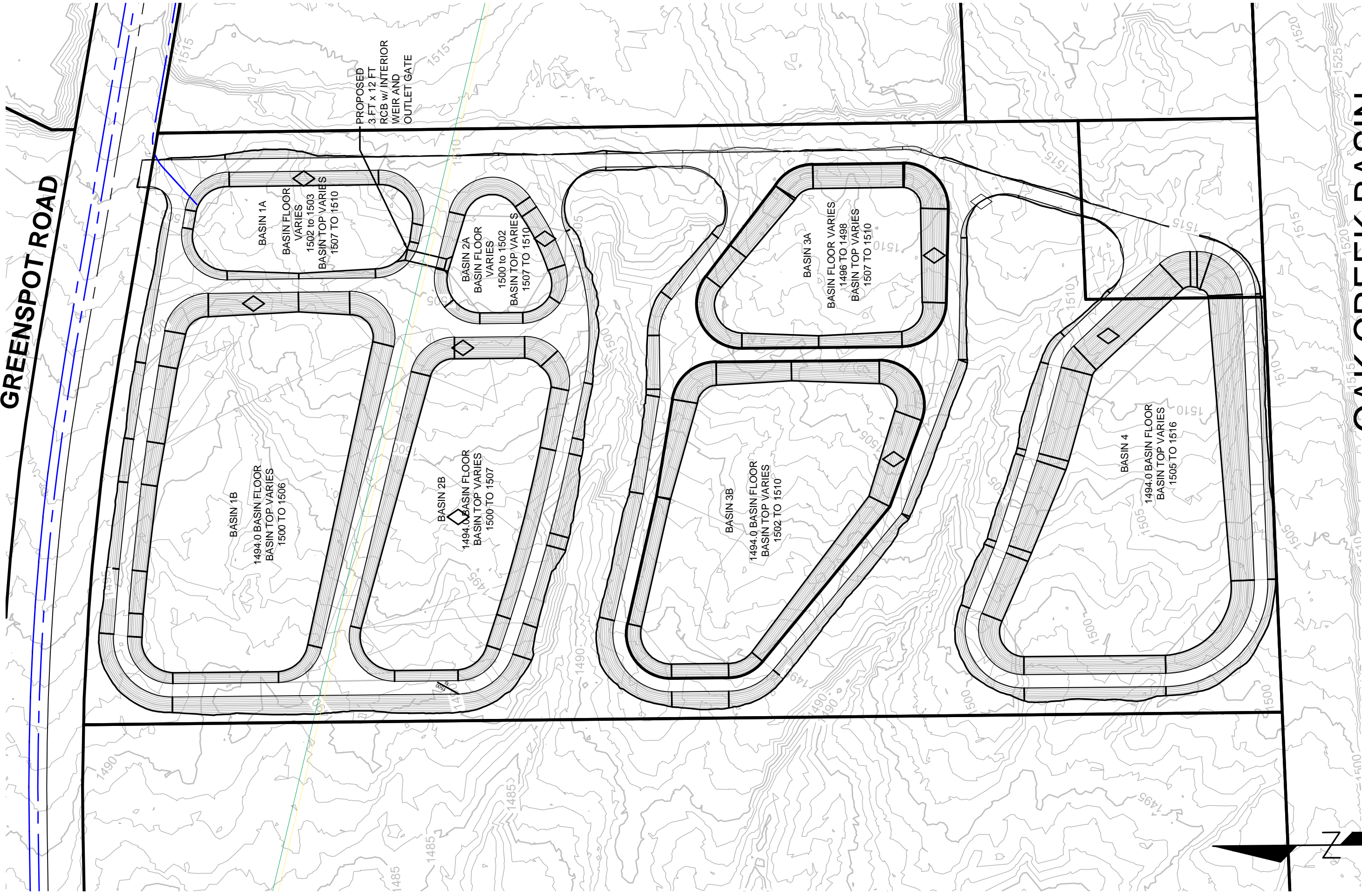


SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
 Plunge Creek Basins - Phase 2
 Overall Plan with Summary Information

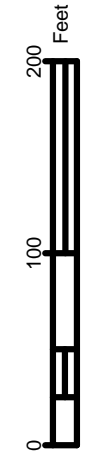
PROJECT NO. SBVWCD-XXX
 SHEET X OF XX

Jun 03, 2020 10:27 AM X:\Active Recharge\Main\Engineering\Plunge Creek at 210 Freeway Phase 2 rev 612020 with creek widening.dwg Plotted by: E:\erogson

GREENSPOT ROAD



**OAK CREEK BASIN
CONCEPT PLAN**



General Manager's Report

From January 14th, 2021, to February 5th, 2021

Daniel B. Cozad



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

The District continues to operate in Phase 3 COVID 19 response level. CalOSHA Standards for COVID require masks in the common areas of the office. Staff is implementing the COVID Illness Prevention Plan. We continue to do our best to keep all District activities moving forward. San Bernardino County cases and transmission rates continue to be high despite some reduction across the state. We will continue to follow County and State Health officer guidance.

The following report covers the weeks between meetings and the efforts and activities during the reporting period.

- 1. Water Conservation – Plan Goal 1** – Late January storms provide local rain and mountain snows, which resulted in flows to SAR, Mill, and Plunge Creeks. SAR flows between 20-40 CFS resulting in 3-5 CFS at the Parshall Flume, with the remaining flow going to direct use. Mill Creek has around 17 CFS making its way to recharge in the Mill Creek spreading grounds. Total recharge is nearly 1,200 AF for the new water year. The Santa Ana River recharge totals are just over 1000 AF since October. Total recharge for the year, including Plunge Creek, is approximately 2300 AF if flows continue. The storms continued with additional snow, which will melt, but the year will likely be below average.
- 2. Facility Maintenance and Cleanout – Plan Goal 1** – Winter operations in early January were limited, and the diversion was cleared for later flows. Staff surveyed Plunge Creek for any issues or needs after the late January storms.



- 3. Aggregate Management – Plan Goal 1** – Upland Rock continues to sell sand and rock from District basin cleaning efforts. Under the renewed Material Processing License, Upland is processing the Ranch Rock spoils from the City of Highland Flooding in 2012.

4. **Personnel/Administration/Staff** – Staff continues to monitor and implement the District Extreme Flu/COVID19 plan. The District continues to operate in Stage 3, potentially easing with vaccine implementation. Other updates were listed in the introduction.
5. **Finance/Budget/Audit** – Support for the financial reporting to the Board and standard accounting efforts were completed. Budget preparation for the GW enterprise is underway and will present a draft rate to the Board in this meeting Groundwater Charge options to advertise.
6. **Mill Creek Diversion Engineering** – *Plan Goals 1/4* – Erwin reports on the engineering and construction projects at meetings when there are updates not included in agenda items. Additional Soils/Geotech information was requested and provided as the review continues.
7. **Plunge Creek Conservation Project** – *Plan Goals 1/4* – Both operations and habitat efforts are ongoing. Late January storms provided the 5-20 CFS flows to the new project. Photos below show the action of the water in restoring habitats. Recharge for this water year is estimated at 50-75 AF.



8. **Enhanced Recharge Project** – *Plan Goal 1* – The Enhanced Recharge Phase 1A is completed. Engineering design is nearing completion for the new basins scheduled for construction in 2021 or 2022. State and Waters permitting are needed to proceed. The Operations Committee received a presentation from SBVMWD reviewing the design on January 27th. Staff is also working on an amendment to facilitate the recharge of recycled water from Sterling Natural Resources Center.
9. **Active Recharge Transfer Project Partnership** – *Plan Goals 1, 2, and 4* – The Committee met on January 12th. Staff prepared a status memo for distribution to the partners. This report is provided in this meeting's materials. Staff is working with Robertson's on issues related to the Plunge Creek Quarry or other recharge options. Staff developed and released a Request for Qualifications for the ARTP efforts. Staff has initially reviewed and ranked the submittals and select firms from which to request proposals in the near future.
10. **Edison Divestiture to Water Users** – *Plan Goals 1/4* – The Committee has held no meetings since August but continues to coordinate.

- 11. Shop Facilities for Field Staff – Plan Goals - 1** – Staff prepared a scope of work for architectural services at the Operations Committee's direction. Staff reviewed the needs and planning memo with the Operations Committee. Staff will present the evaluation of facilities and locations to the Board at this meeting with the Operations Committee's recommendations.
- 12. Groundwater Council – Plan Goal 1** – The Groundwater Council last met on January 11th, 2021. The Budget Committee recommended an EAM and Budget for planning and consideration, and staff will report action takes at the January 13th Board meeting. The Budget Committee also began efforts to encourage membership from "Other Production," and the GC is documenting some changes they recommend. Staff received input from the Finance & Administration Committee on January 27th. District staff continues to coordinate with the Redlands City Manager and Utilities Director John Harris to consider the Agreement on March 2nd, 2020. The next meeting of the GC is on March 8th, 2021.
- 13. Wash Plan – Plan Goal 4** – The Wash Plan has a separate report listed on the agenda. Staff worked with AECOM on preliminary permitting. A Task Force meeting was held on December 8th to discuss covered activities needing State/Waters permits. Staff is working with staff dedicated to the permit review at CDFW.
- 14. Santa Ana River Wash Plan Land Exchange Act Implementation – Plan Goal 4 – S.-47** was passed and signed by the President, becoming PL 119-6. Staff, District Counsel, and special legal counsel are working closely with BLM to expedite the exchange. A Chain of Title and environmental review has been prepared; the updated Mineral Potential Report is complete. Appraisal Directorate and District Counsel are working to identify alternatives to move the appraisal forward. An amendment to the Enhanced Recharge agreement was approved by all parties to clarify operating easements and right of way without additional Right of Way applications.
- 15. Conservation Trust – Plan Goal 4** – The Conservation Trust Board of Directors met on January 19th, 2020. Staff has met with entities with which a deposit agreement is on file. Most projects continue to move forward slowly. The District and Trust have been reimbursed for services and funding for conservation easements and will contribute to the endowment. Blossom Trails is also preparing to receive state and federal permits and related mitigation and endowment funds as financing is arranged.
- 16. Property/Redlands Plaza** – Staff continues to manage Redlands Plaza and various issues related to tenants and maintenance. All units are now fully leased. The church is working with the City on permitting the changes needed for the CUP. Many tenants are utilizing the Board's payment plan to weather the COVID 19 downturn. Most tenants will be able to pay rent but may request a continued deferral of repayment.
- 17. Mining** – Mining efforts by CEMEX contractors continue at the Plant Site quarry. District Counsel finalized the lease document, and Robertson's and CEMEX paid issuance costs in their agreed shares. Executed copies of the agreement are being recorded. Production by CEMEX is above the Guaranteed Annual Minimum, providing added revenue.
- 18. Public Outreach and Legislative – Plan Goal 5** Staff worked with consultants to coordinate outreach and award applications. Additional video work is planned for Plunge

Creek Storms and an update to the project. Please click on the link to access the latest [Monthly Newsletter](#). An Outreach Committee is scheduled for February 19th.

19. Community Recharge and Mitigation – Plan Goal 1 and 4 – The 2017 Community Strategic Plan (CSP) included this effort for planning and implementation. The Active Recharge Transfer Projects in the Partnership Agreement are the first efforts under this goal. Additional recharge options where flows and open space allow recharge will be sought as staff has time.

20. Current Board Action Implementation – Many priority efforts have separate sections of the General Manager's Report or independent Board requested reports. Staff and District Counsel worked closely on EHL/CBD v. USACOE settlement-related studies. Staff also has several MOUs and agreements in development to support the Wash Plan and its projects. Status of the agreements are show blow or in item

- BLM MOU for Wash Plan – pending ROW issues above
- Robertson's Plunge Creek Quarry – Approved awaiting execution or changes
- CEMEX Lease and Lease memo – Approved, the executed agreement being recorded
- Blossom Trails Conservation Easement/Endowment Agreement – in review
- SBCTA - 210 Freeway Conservation/Endowment Agreement

21. Future Board Activities – Expected short-term items for consideration or note

- MOU with SBC Flood Control District for Wash Plan Project Implementation being scheduled for the February 9th BOS meeting.
- Conservation Easement/Endowment Agreement SBCFCD Plunge Elder Creek Implementation in January/February
- Exchange Plan Amendment – in progress Task Force review and approval in March/April
- BLM Land MOU working with regional manager to complete in early 2021
- Groundwater Enterprise Budget and EI Draft in February

22. District Successes

- The District received the ACWA/JPIA President's Special Recognition Award for a having a loss ratio of 20% or less in its Liability, Property and Workers' Compensation Programs
- Plunge Creek Conservation facilities continued to perform as expected.





YOUR BEST PROTECTION

San Bernardino Valley

January 13, 2021

JAN 25 2021

Water Conservation District

San Bernardino Valley Water Conservation District (S002)
1630 W. Redlands Blvd Ste A
Redlands, CA 92373

ACWA JPIA

P. O. Box 619082
Roseville, CA 95661-9082

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916.786.5742
800.231.5742

www.acwajpia.com

President

E.G. "Jerry" Gladbach

Vice President

Tom Cuquet

Chief Executive Officer

Walter "Andy" Sells

Executive Committee

Fred Bockmiller

Tom Cuquet

David Drake

E.G. "Jerry" Gladbach

Brent Hastey

Melody A. McDonald

Randall Reed

J. Bruce Rupp

Pamela Tobin

General Manager:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property, or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present San Bernardino Valley Water Conservation District (S002) with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2021.

Sincerely,

E.G. "Jerry" Gladbach
President

Enclosure: President's Special Recognition Award(s)

Core Values

- People
- Service
- Integrity
- Innovation

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

San Bernardino Valley Water Conservation District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Liability Program for the period 10/01/2016 - 09/30/2019
announced at the Board of Directors' Meeting in a Virtual Meeting.*

E. G. "Jerry" Gladbach

E. G. "Jerry" Gladbach, President



December 15, 2020

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

San Bernardino Valley Water Conservation District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Property Program for the period 04/01/2016 - 03/31/2019
announced at the Board of Directors' Meeting in a Virtual Meeting.*

E. G. "Jerry" Gladbach

E. G. "Jerry" Gladbach, President



December 15, 2020

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

San Bernardino Valley Water Conservation District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Workers' Compensation Program for the period 07/01/2016 - 06/30/2019
announced at the Board of Directors' Meeting in a Virtual Meeting.*

E. G. "Jerry" Gladbach

E. G. "Jerry" Gladbach, President



December 15, 2020

San Bernardino Valley Water Conservation District

Monthly Recharge Report

From: 1/1/2021
To: 1/31/2021



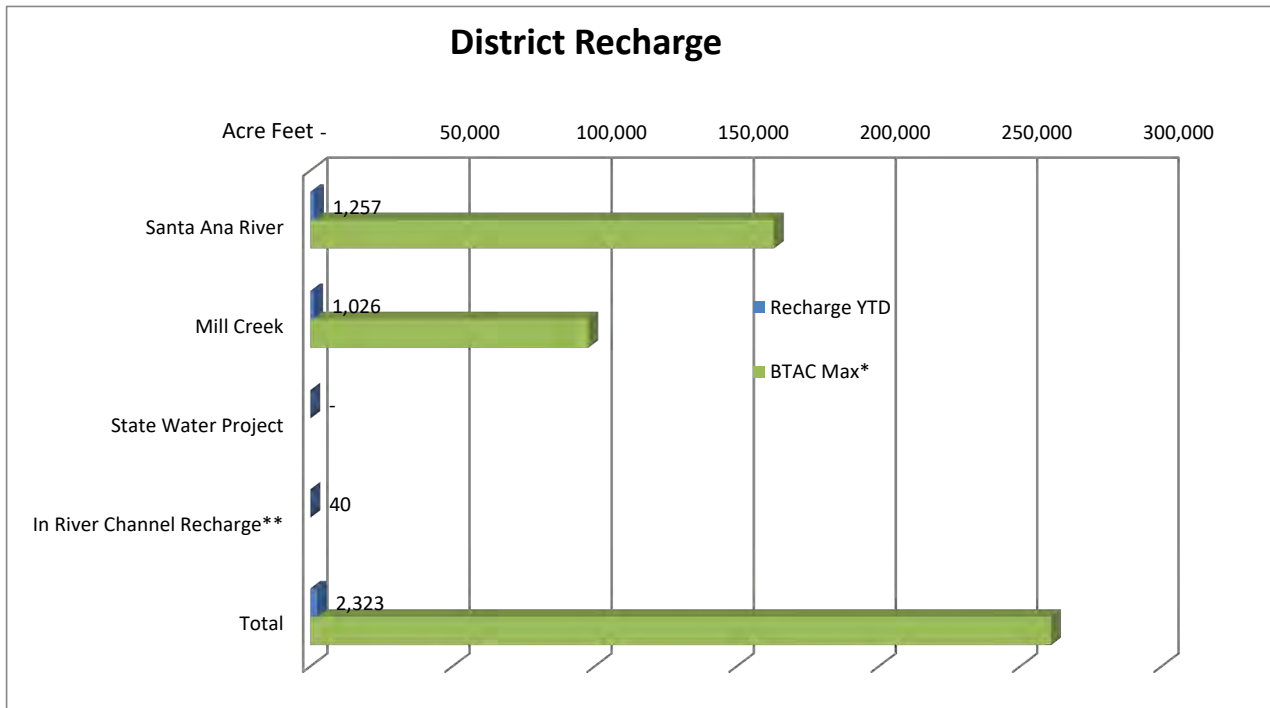
	January				
	Avg Daily Recharge	Monthly Recharge	Recharge YTD	BTAC Max*	% Max
Santa Ana River	15.1	467	1,257	163,100	1%
Mill Creek	8.2	254	1,026	97,800	1%
State Water Project	0.0	-	-	NA	NA
In River Channel Recharge**	0.2	6	40	NA	NA
Total	23	728	2,323	260,900	1%

Values in Acre Feet

*BTAC Revised Max in December 2020

**Monitoring began in Mid-April 2011

*** All Values Based on Water Year Oct-Sep 2021



2021 Board Calendar - San Bernardino Valley Water Conservation District

JANUARY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jan. 13 Board Meeting
Jan. 27 2nd Qtr. Finance & Admin Mtg.

JULY						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Jul. 14 Board Meeting
Jul. 28 4th Qtr. Finance & Admin Mtg.

FEBRUARY						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Feb. 10 Board Meeting

AUGUST						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Aug. 12 Board Meeting

MARCH						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Mar. 10 Board Meeting
Engineering Investigation Report Presentation
Mar. 24 3rd Qtr. Finance & Admin Mtg.

SEPTEMBER						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Sept. 8 Board Meeting

APRIL						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Apr. 14 Board Meeting
Public Meeting/Groundwater Charge
Apr. 28 Board Meeting
Public Hearing/Groundwater Charge

OCTOBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Oct. 13 Board Meeting

MAY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 12 Board Meeting

NOVEMBER						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Nov. 10 Board Meeting
Nov. 24 1st Qtr. Finance & Admin Mtg.

JUNE						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Jun. 9 Board Meeting

DECEMBER						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Dec. 8 Board Meeting
(@ 9:30 a.m.)
Holiday Luncheon