



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, August 14, 2024 – 1:30 p.m.

Location – 1630 W. Redlands Blvd., Ste. A, Redlands, CA 92373

Anyone wishing to listen to or participate in the meeting can join via Zoom:

Call in (669) 900-6833, Meeting ID: 846 8609 6002

To join the Zoom Meeting on <https://us02web.zoom.us/j/84686096002>

While the District makes every attempt to follow all guidance regarding COVID-19 safety protocols, the District cannot assure in-person attendees that they will not be exposed to COVID-19 or persons who have been so exposed. Attendees are advised to exercise caution in limiting their own incidences of exposure, particularly those who may be in groups at higher risk of infection or serious symptoms of COVID-19 if infected.

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 pertaining to agenda topics listed, received, or generated by the District after posting this agenda, but before the meeting, will be made available upon request at the District office and in the Agenda Package on the District's website. The San Bernardino Valley Water Conservation District intends to comply with the Americans with Disabilities Act (ADA) in all respects. If you need special assistance concerning the agenda or other written materials forwarded to the members of the Board for consideration at the public meeting, or if, as a participant at this meeting, you will need special assistance, the District will attempt to accommodate you in every reasonable manner. Please contact Athena Laroche 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. **GUEST RECOGNITION/SELF INTRODUCTIONS**

4. **DISTRICT COMMITTEE APPOINTMENTS**

 A. BOARD PRESIDENT APPOINTMENTS

 • Appendix B-Standing Committees.....6

 • Appendix C-Roster of Organizations and Committees with Assigned
 Representatives7

5. **CONSENT CALENDAR**

 A. Approval of Board Minutes, July 10, 2024.....10

 B. Approval of Board Minutes, July 24, 202417

 C. Approval of Expenditure Report, July 2024.....21

 D. Report of Excused Absences

6. **COMMITTEE REPORTS /ACTION ITEMS**

Committee Reports

A. AD HOC AUDIT COMMITTEE VERBAL UPDATE

Presenter: Richard Corneille, Chair

Recommendation: The chair of the Ad Hoc Audit Committee will provide a verbal update of the committee meeting held on July 23.

B. FINANCE & ADMINISTRATION COMMITTEE VERBAL UPDATE

Presenter: John Longville, Acting Chair

Recommendation: The chair of the Finance & Administration Committee will provide a verbal update of the committee meeting held on July 24.

C. OPERATIONS COMMITTEE VERBAL UPDATE

Presenter: Richard Corneille, Chair

Recommendation: The chair of the Operations Committee will provide a verbal update of the committee meeting held on August 6.

Action Items

D. UNAUDITED FINANCIAL REPORTS FOR JULY 2024 – 5 Minutes (M#2040) 37

Presenter: Angie Quiroga/Betsy Miller

Recommendation: Review and approve the unaudited financials for July 2024.

E. 4th QUARTER UNAUDITED FINANCIAL REPORTS FOR FY 2023-2024 – 5 Minutes
(M#2041)44

Presenter: Finance & Administration Committee/Angie Quiroga

*Topic: Removing Nitrate and Arsenic in
Drinking Water Act*

- B. September 3, 2024 PERC Policy Committee, 10:00 a.m. at Conservation District
(Zoom Meeting ID: 885 9602 6679)
- C. September 11, 2024 Board of Directors Meeting, 1:30 p.m. at Conservation District
(Zoom Meeting ID: 846 8609 6002)
- D. October 3-4, 2024 H2O Women Conference, Santa Barbara, CA
(Board Approval Required)
- E. October 9, 2024 Board of Directors Meeting, 1:30 p.m. at Conservation District
(Zoom Meeting ID: Meeting ID: 846 8609 6002)
- F. October 16, 2024 San Bernardino Valley Conservation Trust Quarterly Meeting, 2:00 p.m. at Conservation District
(Zoom Meeting ID: 886 2301 8796)
- G. October 22, 2024 Big Bear Watermaster Committee, 11:00 a.m. at Bear Valley Mutual Water Company
(Zoom Meeting ID: 865 0509 9301)
- H. October 30, 2024 Finance & Administration Committee, 1:30 p.m. at Conservation District
(Zoom Meeting ID: 848 1088 7598)
- I. November 5, 2024 Operations Committee, 9:00 a.m. at Conservation District
(Zoom Meeting ID: 862 1272 9548)
- J. December 3-5, 2024 ACWA Fall Conference, Palm Desert, CA
(Board Approval Required)
- K. December 9, 2024 BTAC Meeting, 380 East Vanderbilt Way, San Bernardino, CA 92408
(Zoom Meeting ID: 864 6271 4600)
- L. December 10-12, 2024 National Habitat Conservation Planning Coalition 2024 Annual Meeting in Palm Springs, CA
(Board Approval Required)

10. **CLOSED SESSION**

1. The Board may meet in Closed Session under Government Code section 54956.8, to discuss the terms and conditions of the potential acquisition of Federal properties as part of the Wash Plan land exchange with BLM, consisting of 327.5 acres of the Federal Exchange Parcel, and 90 acres of the Federal Equalization Parcels, in exchange for District property of Assessor Parcel Nos. 0291-151-01, -02, and-05. David Cosgrove and Betsy Miller are the District's negotiators, and Dara Glass is the lead negotiator for BLM.

2. The Board may convene in Closed Session for Conference to discuss Real Property Negotiations pursuant to Government Code §54956.8; Owner: Southern California Edison East End Hydroelectric Generation Plant property located on various parcels and easements in Mill Creek and Santa Ana River Canyons, Negotiator: Betsy Miller and David Cosgrove Owner: Southern California Edison Negotiators Allison, Bahen, Property Manager and Steven Powell, Vice President.

3. The Board will meet in closed session under authority of Government code Section 54956.8 to discuss potential terms and conditions of the acquisition of real property, consisting of San Bernardino County Assessor parcel nos. 0298-251-04; 0298-251-05; and 0302-101-09. The District's negotiators are Betsy Miller and David Cosgrove. The party with whom the District is negotiating is Tom Robinson, Vantage One Real Estate.

4. The Board may meet in closed session under authority of Government Code Sections 54956.9(d)(2) and (e) (2), exposure to potential litigation, relating to high groundwater conditions and their potential impact on CemexMaterials Pacific, LLC mining areas.

5. The Board may meet in closed session under authority of Government Code Sections 54956.9(d)(2) and (e) (1), exposure to potential litigation, in one case

6. The Board may meet in closed session under authority of Government Code Section 54956.9(d)(4), regarding the District's decision to initiate potential litigation, in one case.

7. The Board may convene in closed Session under authority of Government Code section 54957 (b) to consider the performance evaluation of District Counsel.

11. **ADJOURN MEETING.** The next regularly scheduled Board of Directors meeting will be on September 11, 2024, at 1:30 p.m., at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA and via Zoom/teleconference.

APPENDIX “B”

BOARD COMMITTEES

STANDING COMMITTEES

FINANCE/ADMINISTRATION

Chair – [Vacant](#)

Member – John Longville

Alternate – Robert Stewart

The Finance and Administration Committee may review or be referred items by the Board or General Manager in the areas of Finance, Budget, Investments and Reporting, Staffing and Human Resources, Benefits, Board and Employee Administrative Policies and Procedures, and other issues designated by the Board.

OPERATIONS (formerly Resources)

Chair – Richard Corneille

Member – Robert Stewart

Alternate – Melody McDonald

The Operations Committee may review or be referred items by the Board or General Manager in the areas of Water Management, Land and Habitat Resource Planning, Groundwater Recharge Monitoring and Reporting, Engineering Investigation, Groundwater Charge Rates. Facilities Operation, Maintenance and Development, Regulatory Compliance, Mineral Lease Oversight or other issues designated by the Board.

OUTREACH AND COMMUNICATIONS

Chair – John Longville

Member – Robert Stewart

Alternate – Richard Corneille

The Outreach and Communications Committee may review or be referred items by the Board or General Manager in the areas of Public Information, Outreach Programs, Conservation and Landscape Education, District Legislative Monitoring, Intergovernmental Press and Media Coordination or other issues designated by the Board.

AD HOC COMMITTEES

Ad Hoc Committees are informal, temporarily formed advisory committees to investigate or address situation specific occurrences, and are created by appointment of the President of the Board of Directors. For example, an Ad Hoc Audit committee is formed each year to oversee the District’s Annual Audit.

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/ Vacant
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	Stewart/McDonald

8. Upper SAR Water Forum	Corneille/ Vacant
9. SBVMWD Board Meetings	McDonald/ Vacant
9A. Resources & Engineering Workshop***	McDonald/Corneille
9B. Policy & Administration Workshop***	Longville/Stewart
10. East Valley Water District Board Meetings	Vacant
11. Wash Plan Task Force	Vacant /Longville
12. Big Bear Watermaster Committee (Court Appointed Attendee-Scholte)	Vacant /Stewart
13. San Bernardino Valley Conservation Trust	Corneille & Longville
14. Program for the Expansion of Recharge Capacity (PERC) Policy Committee	Corneille/McDonald
15. Meeting(s) Requested by the General Manager and/or Board President	All Board Limited
16. Any District Required/Mandated Training	All Board Limited
17. Director attendance at District offices or elsewhere for tasks as requested by District staff, for internal staff meetings or administrative matters such as review of agendas or staff reports incident to committee or Board meetings, review of warrants or financial statements, signing checks, or the like.	All Board Limited

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

Other Activities:

<u>Organization/Committee</u>	<u>Primary/Alternate</u>
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

SAN BERNARDINO VALLEY WATER CONSERVATION
DISTRICT BOARD OF DIRECTORS MEETING

MINUTES OF JULY 10, 2024
1:30 p.m.

President McDonald called the Board of Directors meeting to order at 1:30 p.m. with participation in person, via teleconference, and through Zoom. All those in attendance stood for the pledge of allegiance led by President McDonald.

ROLL CALL:

BOARD MEMBERS PRESENT:

Melody McDonald, President
Richard Corneille, Director
John Longville, Director (Arrival: 1:44
p.m.) Robert Stewart, Vice President

BOARD MEMBERS

ABSENT:

None

STAFF PRESENT:

Betsy Miller, General Manager
David Cosgrove, District Counsel
Milan Mitrovich, Land Resources Manager
Angie Quiroga, Senior Administrative Analyst
Athena Laroche, Administrative Specialist
Laura Torres, Assistant Engineer
Anna Frey, Assistant Biologist
John Lambie, Consulting Chief Engineer and
Geohydrologist Zach Blum, Intern

GUESTS PRESENT:

Paul Kielhold, San Bernardino Valley Municipal Water District
T. Milford Harrison, San Bernardino Valley Municipal Water District
David E. Smith, East Valley Water District
June Hayes, San Bernardino Valley Municipal Water District
John Harris, City of Redlands
Joseph Aguirre, Tetra Tech
Mark Falcone, Highland Resident

1. PUBLIC PARTICIPATION

Mark Falcone introduced himself. He is a resident of Highland and expressed interest in serving on the District Board. He discussed his background in brief.

2. ADDITIONS/DELETIONS TO AGENDA

There were no additions or deletions to the posted agenda.

3. GUEST RECOGNITIONS/SELF INTRODUCTIONS

The Board, staff and Zoom attendees made self-introductions.

4. DISTRICT COMMITTEE APPOINTMENTS

President McDonald introduced this item for discussion noting its inclusion on package pages 5 to 6. Vice President Stewart and Director Corneille expressed interest in remaining on the Operations Committee. Director Corneille requested to be appointed to the San Bernardino Valley Conservation Trust (SBVCT) Board as the District's second representative to replace Director Raley. President McDonald appointed Director Corneille to the SBVCT Board as the District's representative. She deferred any further appointments to the Board of Directors meeting scheduled for August 14, after the Division 2 vacancy is filled. She requested that the Board provide her with feedback if they are interested in being appointed to any committees or other meetings listed within Appendix B or C.

5. CONSENT CALENDAR

It was moved by Director Corneille and seconded by Vice President Stewart to approve the Consent Calendar: Item A: Board Minutes, June 12, 2024; and Item B: Approval of Expenditure Report, June 2024. The motion carried 3-0, with all Board members present voting in the affirmative. Director Longville was noted absent from the vote.

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

6. COMMITTEE REPORTS/ACTION ITEMS

A. UNAUDITED FINANCIAL REPORTS FOR JUNE 2024

Ms. Quiroga reviewed this item, noting its inclusion beginning on package page 28. This item includes information received on revenue and expenses through July 1. Additional invoices were received after July 1 and will be shown in the Fourth Quarter Financials for FY24. She reviewed the approximate increases in revenue and expenses. She said that GL 4010 Interest Income increased by \$195,000, GL 4025 Wash Plan Revenue increased by \$54,000, and GL 4030 Mining Income increased by \$135,000. Ms. Quiroga noted that GL 4040 Miscellaneous Income was reduced by \$33,000 for reimbursed expenses. GL 5100 Professional Services increased by \$200,000, GL 6000 General Administration by \$58,000, and GL 6100 Benefits and GL 6200 Salaries by \$187,000 combined. Total revenue increased by \$376,000 and total expenses by \$461,000. Ms. Quiroga reviewed expenses beginning on package page 32, noting the larger expenses incurred during this period. Director Corneille reviewed package page 30 and noted that

the District is in a positive financial position when comparing revenue versus expenses. He congratulated the staff on their efforts. Director Corneille reviewed GL 4022 Groundwater Charge, noting that the District has received less revenue than usual and asked if the reason was related to it being a wet year. Ms. Quiroga stated that the final number will be adjusted based on accruals and will be reflected in the Fourth Quarter Financials.

It was moved by Director Corneille and seconded by Director Longville to approve the Unaudited Financial Reports for June 2024 as presented. The motion carried 4-0, with all Board members present voting in the affirmative.

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

B. SECOND AMENDMENT TO THE PROGRAM FOR THE EXPANSION OF RECHARGE CAPACITY AGREEMENT

Ms. Miller reviewed this item, noting its inclusion on package page 35. Due to the cessation of the Groundwater Council (GC), the PERC Policy Committee recommended appointment of a member or representative of the Basin Technical Advisory Committee (BTAC) as its replacement. Mr. Cosgrove drafted a Second Amendment to the Agreement to make the recommended change as shown on package pages 37 to 39. If approved, BTAC will vote and appoint a representative to the PERC Policy Committee on August 5. Mr. Cosgrove noted that the appointee does not have to be a member of the BTAC.

It was moved by Director Corneille and seconded by Director Longville to approve the Second Amendment to the Partnership Agreement for Joint Active Recharge Project Development under the Upper Santa Ana River Habitat Conservation Plan and authorize the Board president to sign on the District's behalf. The motion carried 4-0, with all Board members present voting in the affirmative.

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

C. AMENDMENT TO THE PLUNGE AND OAK CREEK DIVERSIONS AND BASINS FEASIBILITY STUDY PROFESSIONAL SERVICES CONTRACT WITH CASC ENGINEERING

Ms. Miller indicated that based on Board discussion, staff would like to pull this item and refer it to the PERC Policy Committee for review and consideration. This item is included in the beginning package page 40. Mr. Cosgrove asked for any public comment on this item to be received. There being none, this item was referred to the PERC Policy Committee. Staff will bring this item back if approved by the Committee at the July 24 Special Board of Directors Meeting. Director Corneille noted that the PERC Policy

Committee will need to meet prior to the Special Board of Directors meeting to discuss the financial implications and make a recommendation to the Board.

It was moved by Director Longville and seconded by Vice President Stewart to refer the Amendment to the Plunge and Oak Creek Diversions and Basins Feasibility Study Professional Services Contract with CASC Engineering to the PERC Policy Committee and bring it back for final approval at the Special Board of Directors Meeting on July 24. The motion carried 4-0, with all Board members present voting in the affirmative.

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

D. CSDA BOARD OF DIRECTORS ELECTIONS FOR 2025-2027, SEAT A-SOUTHERN NETWORK

President McDonald introduced this item for discussion, noting its inclusion on package page 50. She recommended Jo Mackenzie from Vista Irrigation District for the CSDA Board of Directors Election for 2025-2027, Seat A-Southern Network.

It was moved by President McDonald and seconded by Director Longville to select Jo Mackenzie from Vista Irrigation District, CSDA Board of Directors Elections for 2025-2027, Seat A-Southern Network, and direct staff to submit the District's vote via the California Special District's Association online voting platform. The motion was carried 4-0 with all Board members present voting in the affirmative.

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

7. INFORMATION ITEMS

A. ENVIRONMENTAL UPDATE

Dr. Mitrovich reviewed the written report included on package pages 58 to 60. He discussed the four years of Wash Plan implementation to date. The Wash Plan Preserve Management Committee met on June 10 to discuss the results of monitoring and management activities and the FY25 budget. He discussed the potential listing of western spadefoot under the Federal Endangered Species Act.

Dr. Mitrovich reviewed the Wash Plan Programmatic Permits and the work that is being completed on the United States Army Corps of Engineers (USACE) 404. The permit is expected to be issued by the end of 2024. A tour was held with USACE on June 11. Staff continue to work with Robertson's Ready Mix and CEMEX to facilitate the issuance of a 2081 Incidental Take Permit. He noted that USFWS received a revised final Safe Harbor Agreement for approval and publication in the Federal Register on June 24.

Director Corneille thanked Dr. Mitrovich for including the total cost to date of the Bureau of Land Management (BLM) Fuels Management Grant. Dr. Mitrovich stated that the white paper will outline how we build upon treatments and successes that occurred within the 125-acre footprint. He said that additional work is planned in the next federal fiscal year in October. Currently, the principal tool being utilized to address and treat new growth of grasses is herbicide.

Dr. Mitrovich reviewed the Wash Plan Implementation – Management Activities, specifically related to the effects of brown-headed cowbirds on California gnatcatcher and discussed adaptive management.

B. ENGINEERING UPDATE

Ms. Torres provided the Engineering Update, noting its inclusion on package page 61. She reviewed the construction of the Mentone Shop that began on March 26. She stated that the concrete pour began on May 28 after staff obtained the contractor's schedule, and the slab passed the 28-day break test performed by G3 quality. The building was delivered on June 28, and the frame construction of the building began July 9. Vice President Stewart and Director Corneille performed a site visit independently of one another on July 9. Ms. Torres stated that the septic work is ongoing.

Ms. Torres reviewed the construction of the Enhanced Recharge project. She stated that Basins C, D, E, 15, G, and H are currently recharging water. San Bernardino Valley Municipal Water District (SBVMWD) has been constructing cutthroat flumes through the drivable berms from Basins 10 through 14. This work is planned in a manner to maximize recharge. Ms. Torres noted that Seven Oaks Dam is undergoing maintenance, which limits local recharge. Basins 10 South and 18 have been cleaned by the District's contractor. Director Corneille requested a map showing the locations and the names/numbers of the District's existing and new basins. He suggested color coding the basins as they come online. Ms. Torres said staff will share the map they use. President McDonald requested additional information regarding the maintenance being performed at the Seven Oaks Dam. She asked about the elevation of water being held behind the dam. A brief discussion of dam operations and maintenance ensued.

Mr. Lambie reviewed the PERC project status included on package page 61, noting both progress to date and planned work to be able to compare the projects at year-end.

Mr. Lambie reviewed the Waterman, Twin, and Lynwood basin projects. He noted that staff is coordinating with the San Bernardino County Flood Control District (FCD) and SBVMWD. The conceptual alternatives were reviewed with FCD, and they concurred with beginning evaluation of potential alternatives. Mr. Lambie is reviewing the geotechnical work on the infiltration to identify percolation rate estimates, along with other documents prepared by the consultants.

Mr. Lambie discussed the Plunge and Oak Creek PERC projects. He noted that staff is recommending additional scope items to review live hydrographs of that system, and that the item is on hold pending this authorization.

Mr. Lambie reviewed the Mill Creek PERC project. He is coordinating with SBVMWD staff on potential upsizing decisions.

Mr. Lambie discussed progress on the Upper SAR Integrated Model project, stating that most of the necessary data has been compiled and forwarded to the consultant. The District has been collaborating with SBVMWD and the City of San Bernardino to align future related tasks. Director Corneille is

interested in the District engineers using this or other existing models to predict groundwater mounding near the District's basins and, if possible, to develop alternatives. Mr. Lambie said a specialized, local model would be needed to address that question adequately. Ms. Miller said this item will be brought forward to the Operations Committee for further discussion. Ms. Torres said that field staff conduct weekly readings of water depth via the District's monitoring wells, and the Operations and Engineering teams use these data to closely monitor groundwater mounding. These data have been shared with SBVMWD for incorporation into the Integrated Regional Model. Ms. Miller said that these data will be shared with the Operations Committee.

C. GENERAL MANAGER'S REPORT AND MONTHLY RECHARGE REPORT

Ms. Miller indicated that the written General Manager's Report is included in the Board package on pages 63 through 66. She said there has been 56,284 AF of water recharged in the current water year, noting that WY24 is the fourth highest in District history back to 1912. Ms. Miller thanked the operations team, which completed significant work to dry out and clean our basins. She thanked Ms. Torres for her project management on the basin cleaning efforts to ensure the work was completed in FY24. The work was completed FY24. The CalPERS unfunded accrued liability was paid as of July 1. Ms. Miller said that the initial Ad Hoc Audit Committee will be held on July 23. She noted that Plunge Creek has recharged over 1,300 AF of water this year. President McDonald appreciated Ms. Miller's presentation at the Toward Sustainable Groundwater in Agriculture conference held July 17-20. She noted that the presentation was excellent and that there will be opportunities to share the District's work in upcoming reports. She noted that other entities have expressed interest in collaborating with the District. Director Corneille requested the presentation from the conference. She directed the Board to the District successes listed on package page 65, the AB2257 Support Letter on package page 68, and the Monthly Recharge Report on package page 73. This item was received and filed.

D. FUTURE AGENDA ITEMS AND STAFF TASKS

Vice President Stewart requested criteria for cost benefit analysis related to PERC projects be identified and brought back to the Board. President McDonald asked for interest from Directors regarding appointments covered in Appendix B and C of the Board Policy Manual.

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

Director Corneille attended the San Bernardino Valley Municipal Water District (SBVMWD) Sunrise Ranch Master Plan Community Workshop on June 18. He completed his Sexual Harassment Prevention Training on June 27 and visited the Mentone Shop site on July 9. He also attended Director David E. Raley's Celebration of Life on June 29.

Vice President Stewart attended the Operations Committee on May 21, the Trails Committee on June 1, and the Basin Technical Advisory Committee on June 3. He also attended the PERC Policy Committee on June 4, Sexual Harassment Prevention Training on June 27, and a Mentone Shop site visit on July 9. On July 9, he signed checks.

Director Longville attended the SBVMWD Resources & Engineering Workshop on July 9.

President McDonald attended the SBVMWD Resources & Engineering Workshop on July 9, Director David E. Raley's Celebration of Life on June 29, and the Highland Area Chamber of Commerce on June

25. She attended the ACWA State Legislative Committee meeting on June 21 and the State Legislative Committee Agenda Review on June 20. She attended the Toward Sustainable Groundwater in Agriculture conference, the SBVMWD Resources and Engineering workshop on June 11, and the check signing on June 5. She attended the SBVMWD Board meeting on June 4 and BTAC on June 3.

26. UPCOMING MEETINGS

No upcoming meetings were discussed.

3. CLOSED SESSION

It was moved by Director Longville and seconded by Director Corneille to adjourn to Closed Session on Item 3. The motion carried 4-0, with all Board members present voting in the affirmative.

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

General Counsel announced that the meeting would adjourn to a closed session to discuss all items on the posted agenda.

At 4:07 p.m., the meeting reconvened to an open session. Under Government Code Section 54957.1, there was no other reportable action during Closed Session.

4. ADJOURN MEETING

It was moved by Director Longville and seconded by Vice President Stewart to adjourn. The motion carried 4-0, with all Directors present voting in the affirmative.

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

At 4:07 p.m. the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on August 14, 2024, in-person, teleconference, and Zoom meeting.

Betsy Miller
General Manager

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
SPECIAL BOARD OF DIRECTORS MEETING

MINUTES OF July 24, 2024
11:00 A.M.

President McDonald called the Board Meeting of the Board of Directors to order at 11:15 a.m. All present stood for the pledge of allegiance, led by President McDonald.

ROLL CALL:

BOARD MEMBERS PRESENT:

Melody McDonald, President
Robert Stewart, Vice President
Richard Corneille, Director
John Longville, Director

BOARD MEMBERS ABSENT:

None

STAFF PRESENT:

Betsy Miller, General Manager
David Cosgrove, District Counsel
Athena Laroche, Administrative Specialist
Rebecca Martin, Administrative Assistant

GUESTS PRESENT:

Hillary Jenkins, Board Applicant
Mike Saifie, Board Applicant

1. PUBLIC PARTICIPATION

President McDonald announced this as the time for any persons present, who so desire, to make an oral presentation to the Board of Directors. Hearing none, the meeting continued with published agenda items.

2. ADDITIONS/DELETIONS TO AGENDA

There were no additions to the posted agenda. Ms. Miller noted that one applicant withdrew their application. Mr. Cosgrove stated that the application deadline had been extended following the Board's request to schedule a Special Meeting two weeks after the regularly scheduled July Board Meeting. President McDonald indicated that a Special Meeting allows for sufficient time to conduct interviews.

3. CONSIDER ADDITION TO AGENDA OF APPLICATION OF MIKE SAIFIE

Mr. Cosgrove noted that staff has confirmed that Mike Saifie's application was received in a timely manner. Staff recommends that the District accept the application and interview Mr. Saifie.

It was moved by Director Longville and seconded by Vice President Stewart to accept the application of Mike Saifie and proceed to interview the applicant. The motion was carried 4-0, with all Directors present voting in the affirmative.

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

4. DIVISION 2 INTERVIEWS

A. HILLARY JENKINS INTERVIEW

Dr. Jenkins gave a brief statement about herself and her background, explaining her reasons for seeking a position on the District Board. Each Board member had the opportunity to ask questions and converse with Dr. Jenkins. After the discussion, the interview was closed.

5. ACTION ITEMS

B. AMENDMENT TO THE PLUNGE AND OAK CREEK DIVERSIONS AND BASINS FEASIBILITY STUDY PROFESSIONAL SERVICES CONTRACT WITH CASC ENGINEERING

This item was taken out of order.

Ms. Miller introduced this item for discussion, noting its inclusion on package page 34. Director Corneille stated that this item was removed from the agenda of the July 10 Board of Directors meeting in order for the Program for Expansion of Recharge Capacity (PERC) Policy Committee to review and provide a recommendation on this amendment before Board approval. He said that the Committee reviews items that will affect the PERC budget. The Committee reviewed this item and recommended approval of the amendment as presented. Vice President Stewart attended the Committee meeting as well, and commended Director Corneille for ensuring the Committee was able to review and approve the amendment.

It was moved by Director Longville and seconded by Vice President McDonald to approve the Amendment to Contract Services Agreement for Professional Services for the Active Recharge Transfer Projects Plunge Creek and Oak Creek Diversions and Basins Projects Feasibility Study Support, and authorize the General Manager to execute an amendment to the professional consultant services agreement in an amount not to exceed \$46,300. The motion was carried 4-0, with all Directors present voting in the affirmative.

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

6. LUNCH BREAK 11:30 A.M

7. RECONVENE 12:30 P.M.

8. DIVISION 2 INTERVIEWS

B. MIKE SAIFIE INTERVIEW

Mr. Saifie gave a brief statement about himself and his background and provided an overview of his reasons behind seeking a position on the District Board. Each Board member had the opportunity to ask questions and converse with Mr. Saifie. After the discussion, the interview was closed.

9. ACTION ITEMS

A. DIVISION 2 APPOINTMENT

The Board discussed the candidate's qualifications and interest in the position.

It was moved by Director Longville and seconded by Director Corneille to appoint Dr. Hillary Jenkins to Division 2 seat. The motion was carried 4-0 with all Directors present voting in the affirmative.

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

10. ADJOURN MEETING

It was moved by Director Corneille and seconded by Director Longville to adjourn. The motion was carried 4-0 with all Directors present voting in the affirmative.

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

At 1:25 p.m. the meeting adjourned to the regular Board Meeting scheduled for August 14, 2024, at 1:30 p.m. at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA.

Betsy Miller
General Manager

San Bernardino Valley Water Conservation District
Expenditure Report
July 2024

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amo...</u>
PC 07.10.24	07/10/20	Paychex	1012 · Citizens Business ...		-162.05
			6042 · Payroll Processing	4-General ...	162.05
TOTAL					162.05
PC 07.24.24	07/24/20	Paychex	1012 · Citizens Business ...		-147.79
			6042 · Payroll Processing	4-General ...	147.79
TOTAL					147.79
ACH0276	07/03/20	Melody McDonald	1012 · Citizens Business ...		-902.01
			6410 · Mileage	4-General ...	33.50
			6415 · Air Fare	4-General ...	659.96
			6420 · Other Travel	4-General ...	178.41
			6425 · Meals	4-General ...	30.14
TOTAL					902.01
ACH0277	07/17/20	State Water Reso...	1012 · Citizens Business ...		-2,985.00
			7151 · Mill Creek Permitting	1-Groundw...	2,985.00
TOTAL					2,985.00
ACH0278	07/17/20	Melody McDonald	1012 · Citizens Business ...		-11.39
			6410 · Mileage	4-General ...	11.39
TOTAL					11.39
ACH279	07/29/20	Hamilton Raye	1012 · Citizens Business ...		-2,080.00
	07/23/20		5120 · Misc. Professional ...	4-General ...	228.80
			5120 · Misc. Professional ...	1-Groundw...	1,102.40
			5120 · Misc. Professional ...	3-Land Re...	748.80
TOTAL					2,080.00
25029	07/02/20	American Express	1012 · Citizens Business ...		-721.10
	06/24/20		6002 · Website Administrat...	4-General ...	365.00
			6425 · Meals	4-General ...	40.57
			6525 · Meals	4-General ...	30.18
			6525 · Meals	1-Groundw...	23.47
			6525 · Meals	3-Land Re...	13.41
			6530 · Lodging	4-General ...	111.81
			6530 · Lodging	1-Groundw...	86.96
			6530 · Lodging	3-Land Re...	49.70
TOTAL					721.10
25030	07/02/20	American Power ...	1012 · Citizens Business ...		-732.00
	05/31/20		6026 · Redlands Plaza CA...	2-Redlands...	732.00
TOTAL					732.00

San Bernardino Valley Water Conservation District Expenditure Report July 2024

Num	Date	Name	Account	Class	Original Amo...
25031	07/02/20	Betsy Miller	1012 · Citizens Business ...		-2,788.09
	06/30/20		6510 · Mileage	4-General ...	480.05
			6510 · Mileage	1-Groundw...	300.03
			6510 · Mileage	3-Land Re...	120.01
			6510 · Mileage	6-Active R...	300.03
			6420 · Other Travel	4-General ...	11.47
			6515 · Air Fare	4-General ...	353.40
			6515 · Air Fare	1-Groundw...	117.80
			6515 · Air Fare	3-Land Re...	282.72
			6515 · Air Fare	6-Active R...	424.08
			6520 · Travel, Other (rental...	4-General ...	179.32
			6520 · Travel, Other (rental...	1-Groundw...	99.63
			6520 · Travel, Other (rental...	3-Land Re...	119.55
TOTAL					2,788.09
25032	07/02/20	CASC Engineerin...	1012 · Citizens Business ...		-3,576.00
	06/13/20		7126 · PERC Engr/Prof Se...	6-Active R...	3,576.00
TOTAL					3,576.00
25033	07/02/20	Citizens Busines...	1012 · Citizens Business ...		-5,404.05
	06/12/20		5050 · Basin Cleaning	1-Groundw...	47.76
			5123 · Habitat Managemen...	5-Wash Plan	27.18
			6001 · General Administrat...	4-General ...	113.20
			6001 · General Administrat...	1-Groundw...	113.19
			6004 · Meeting Expenses	4-General ...	61.16
			6004 · Meeting Expenses	3-Land Re...	242.60
			6009 · Licenses	4-General ...	17.50
			6009 · Licenses	1-Groundw...	140.00
			6009 · Licenses	6-Active R...	17.50
			6027 · Computer Software	4-General ...	565.31
			6027 · Computer Software	1-Groundw...	148.77
			6027 · Computer Software	2-Redlands...	223.15
			6027 · Computer Software	3-Land Re...	223.15
			6027 · Computer Software	5-Wash Plan	74.38
			6027 · Computer Software	6-Active R...	252.90
			6030 · Office Supplies	4-General ...	129.49
			6030 · Office Supplies	1-Groundw...	103.58
			6030 · Office Supplies	2-Redlands...	51.79
			6030 · Office Supplies	3-Land Re...	51.79
			6030 · Office Supplies	5-Wash Plan	77.69
			6030 · Office Supplies	6-Active R...	103.58
			6039 · Postage and Overni...	4-General ...	61.01
			6039 · Postage and Overni...	1-Groundw...	27.73
			6039 · Postage and Overni...	2-Redlands...	11.09
			6039 · Postage and Overni...	3-Land Re...	11.09
			6060 · Outreach	4-General ...	52.59
			6060 · Outreach	1-Groundw...	35.06
			6060 · Outreach	3-Land Re...	52.59
			6060 · Outreach	5-Wash Plan	12.27
			6060 · Outreach	6-Active R...	22.79
			6090 · Subscriptions/Publi...	4-General ...	16.30
			6430 · Lodging	4-General ...	229.68
			6435 · Conf/Seminar Regis...	4-General ...	279.00
			6520 · Travel, Other (rental...	4-General ...	16.65
			6520 · Travel, Other (rental...	1-Groundw...	12.95
			6520 · Travel, Other (rental...	3-Land Re...	7.40
			6525 · Meals	4-General ...	82.49
			6525 · Meals	1-Groundw...	64.17
			6525 · Meals	3-Land Re...	36.66
			6530 · Lodging	4-General ...	120.09
			6530 · Lodging	1-Groundw...	93.40

San Bernardino Valley Water Conservation District Expenditure Report July 2024

Num	Date	Name	Account	Class	Original Amo...
			6530 · Lodging	3-Land Re...	53.37
			6535 · Conf/Seminar Regis...	4-General ...	594.00
			6535 · Conf/Seminar Regis...	1-Groundw...	462.00
			6535 · Conf/Seminar Regis...	3-Land Re...	264.00
TOTAL					5,404.05
25034	07/02/20	County of San Be...	1012 · Citizens Business ...		-50.00
	06/26/20		6006 · Permits	1-Groundw...	50.00
TOTAL					50.00
25035	07/02/20	David Cosgrove	1012 · Citizens Business ...		-160.59
	06/27/20		6510 · Mileage	4-General ...	50.38
			6510 · Mileage	1-Groundw...	31.49
			6510 · Mileage	3-Land Re...	12.60
			6510 · Mileage	6-Active R...	31.49
			6525 · Meals	4-General ...	15.58
			6525 · Meals	1-Groundw...	12.12
			6525 · Meals	3-Land Re...	6.93
TOTAL					160.59
25036	07/02/20	Diamond Environ...	1012 · Citizens Business ...		-100.48
	06/17/20		5460 · Water / Trash / Sewer	4-General ...	45.22
			5460 · Water / Trash / Sewer	1-Groundw...	35.17
			5460 · Water / Trash / Sewer	3-Land Re...	10.05
			5460 · Water / Trash / Sewer	6-Active R...	10.04
TOTAL					100.48
25037	07/02/20	Dion and Sons, I...	1012 · Citizens Business ...		-844.20
	06/19/20		5320 · Fuel	1-Groundw...	844.20
TOTAL					844.20
25038	07/02/20	Edison - 6256 (Re...	1012 · Citizens Business ...		-176.29
	06/28/20		6026 · Redlands Plaza CA...	2-Redlands...	176.29
TOTAL					176.29
25039	07/02/20	Edison - 9779	1012 · Citizens Business ...		-320.12
	06/28/20		5420 · Electricity	4-General ...	89.63
			5420 · Electricity	1-Groundw...	64.02
			5420 · Electricity	2-Redlands...	134.45
			5420 · Electricity	6-Active R...	32.02
TOTAL					320.12
25040	07/02/20	FMB Truck Outfit...	1012 · Citizens Business ...		-608.95
	06/20/20		5050 · Basin Cleaning	1-Groundw...	608.95
TOTAL					608.95

San Bernardino Valley Water Conservation District Expenditure Report July 2024

Num	Date	Name	Account	Class	Original Amo...
25041	07/02/20	Frontier-7275	1012 · Citizens Business ...		-169.01
	06/19/20		5440 · Telephone	4-General ...	36.02
			5440 · Telephone	1-Groundw...	15.01
			5440 · Telephone	6-Active R...	9.00
			5470 · Internet Services	4-General ...	49.03
			5470 · Internet Services	1-Groundw...	27.25
			5470 · Internet Services	2-Redlands...	5.45
			5470 · Internet Services	3-Land Re...	16.35
			5470 · Internet Services	6-Active R...	10.90
TOTAL					169.01
25042	07/02/20	Geoscience	1012 · Citizens Business ...		-5,395.00
	06/13/20		5120 · Misc. Professional ...	3-Land Re...	5,395.00
TOTAL					5,395.00
25043	07/02/20	Milan Mitrovich	1012 · Citizens Business ...		-169.53
	06/27/20		5122 · Wash Plan Professi...	5-Wash Plan	51.38
			6525 · Meals	4-General ...	29.41
			6525 · Meals	1-Groundw...	22.87
			6525 · Meals	3-Land Re...	13.07
			6520 · Travel, Other (rental...	4-General ...	23.76
			6520 · Travel, Other (rental...	1-Groundw...	13.20
			6520 · Travel, Other (rental...	3-Land Re...	15.84
TOTAL					169.53
25044	07/02/20	Q3 Consulting, Inc.	1012 · Citizens Business ...		-14,784.75
	04/24/20		7126 · PERC Engr/Prof Se...	6-Active R...	14,784.75
TOTAL					14,784.75
25045	07/02/20	Quill Corporation	1012 · Citizens Business ...		-97.41
	05/24/20		6030 · Office Supplies	4-General ...	60.88
			6030 · Office Supplies	1-Groundw...	3.81
			6030 · Office Supplies	2-Redlands...	7.61
			6030 · Office Supplies	3-Land Re...	3.81
	06/11/20		6030 · Office Supplies	4-General ...	5.32
			6030 · Office Supplies	1-Groundw...	4.26
			6030 · Office Supplies	2-Redlands...	2.13
			6030 · Office Supplies	3-Land Re...	2.13
			6030 · Office Supplies	5-Wash Plan	3.20
			6030 · Office Supplies	6-Active R...	4.26
TOTAL					97.41
25046	07/02/20	Redlands Daily F...	1012 · Citizens Business ...		0.00
TOTAL					0.00
25047	07/02/20	Tetra Tech	1012 · Citizens Business ...		-24,081.74
	05/24/20		7126 · PERC Engr/Prof Se...	6-Active R...	17,777.36
	06/28/20		7126 · PERC Engr/Prof Se...	6-Active R...	6,304.38
TOTAL					24,081.74

San Bernardino Valley Water Conservation District Expenditure Report July 2024

Num	Date	Name	Account	Class	Original Amo...
25048	07/02/20	Thompson Reuters	1012 · Citizens Business ...		-1,059.30
	05/01/20		5180 · Legal	4-General ...	132.41
			5180 · Legal	1-Groundw...	132.41
			5180 · Legal	3-Land Re...	105.93
			5180 · Legal	6-Active R...	158.90
	06/01/20		5180 · Legal	4-General ...	132.41
			5180 · Legal	1-Groundw...	132.41
			5180 · Legal	3-Land Re...	105.93
			5180 · Legal	6-Active R...	158.90
TOTAL					1,059.30
25049	07/02/20	ThunderWheel C...	1012 · Citizens Business ...		-20,400.00
	05/17/20		6060 · Outreach	4-General ...	3,060.00
			6060 · Outreach	1-Groundw...	2,040.00
			6060 · Outreach	3-Land Re...	3,060.00
			6060 · Outreach	5-Wash Plan	714.00
			6060 · Outreach	6-Active R...	1,326.00
	06/30/20		6060 · Outreach	4-General ...	3,060.00
			6060 · Outreach	1-Groundw...	2,040.00
			6060 · Outreach	3-Land Re...	3,060.00
			6060 · Outreach	5-Wash Plan	714.00
			6060 · Outreach	6-Active R...	1,326.00
TOTAL					20,400.00
25050	07/02/20	Unlimited Services	1012 · Citizens Business ...		-800.00
	07/01/20		6018 · Janitorial Services	4-General ...	800.00
TOTAL					800.00
25051	07/02/20	WEX Bank-Valero	1012 · Citizens Business ...		-418.97
	06/23/20		5320 · Fuel	1-Groundw...	418.97
TOTAL					418.97
25052	07/15/20	Aaron Pederson	1012 · Citizens Business ...		-40.00
	07/05/20		6018 · Janitorial Services	4-General ...	40.00
TOTAL					40.00
25053	07/15/20	ACWA JPIA - Wor...	1012 · Citizens Business ...		-4,599.22
	06/30/20		6120 · Workers' Comp. Ins...	4-General ...	597.90
			6120 · Workers' Comp. Ins...	1-Groundw...	2,069.64
			6120 · Workers' Comp. Ins...	2-Redlands...	183.97
			6120 · Workers' Comp. Ins...	3-Land Re...	459.92
			6120 · Workers' Comp. Ins...	5-Wash Plan	321.95
			6120 · Workers' Comp. Ins...	6-Active R...	965.84
TOTAL					4,599.22

San Bernardino Valley Water Conservation District
Expenditure Report
July 2024

08/04/24

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amo...</u>
25054	07/15/20	ACWA/JPIA-Health	1012 · Citizens Business ...		-26,156.04
	07/01/20		6110 · Vision Insurance	4-General ...	55.36
			6110 · Vision Insurance	1-Groundw...	126.11
			6110 · Vision Insurance	2-Redlands...	12.30
			6110 · Vision Insurance	3-Land Re...	43.06
			6110 · Vision Insurance	5-Wash Plan	3.08
			6110 · Vision Insurance	6-Active R...	67.67
			6130 · Dental Insurance	4-General ...	207.52
			6130 · Dental Insurance	1-Groundw...	472.70
			6130 · Dental Insurance	2-Redlands...	46.12
			6130 · Dental Insurance	3-Land Re...	161.41
			6130 · Dental Insurance	5-Wash Plan	11.53
			6130 · Dental Insurance	6-Active R...	253.64
			6150 · Medical Insurance	4-General ...	4,445.20
			6150 · Medical Insurance	1-Groundw...	10,125.16
			6150 · Medical Insurance	2-Redlands...	987.82
			6150 · Medical Insurance	3-Land Re...	3,457.38
			6150 · Medical Insurance	5-Wash Plan	246.96
			6150 · Medical Insurance	6-Active R...	5,433.02
TOTAL					26,156.04
25055	07/15/20	AECOM Technica...	1012 · Citizens Business ...		-8,315.12
	07/15/20		7151 · Mill Creek Permitting	1-Groundw...	8,315.12
TOTAL					8,315.12
25056	07/15/20	American Power ...	1012 · Citizens Business ...		-732.00
	06/30/20		6026 · Redlands Plaza CA...	2-Redlands...	732.00
TOTAL					732.00
25057	07/15/20	Bri Communicati...	1012 · Citizens Business ...		-8,200.00
	07/10/20		6060 · Outreach	4-General ...	2,460.00
			6060 · Outreach	1-Groundw...	1,640.00
			6060 · Outreach	3-Land Re...	2,460.00
			6060 · Outreach	5-Wash Plan	410.00
			6060 · Outreach	6-Active R...	1,230.00
TOTAL					8,200.00
25058	07/15/20	County Treasurer	1012 · Citizens Business ...		-2,579.88
	07/01/20		5080 · LAFCO Contribution	4-General ...	2,579.88
TOTAL					2,579.88
25059	07/15/20	CPS HR Consulti...	1012 · Citizens Business ...		-65.00
	06/29/20		5120 · Misc. Professional ...	4-General ...	65.00
TOTAL					65.00
25060	07/15/20	Daily Journal Cor...	1012 · Citizens Business ...		-110.40
	06/30/20		6091 · Public Notices	4-General ...	110.40
TOTAL					110.40

San Bernardino Valley Water Conservation District Expenditure Report July 2024

Num	Date	Name	Account	Class	Original Amo...
25061	07/15/20	Day Lite Mainten...	1012 · Citizens Business ...		-174.00
	07/01/20		6026 · Redlands Plaza CA...	2-Redlands...	174.00
TOTAL					174.00
25062	07/15/20	E-PUR LLC	1012 · Citizens Business ...		-19,342.35
	06/24/20		5120 · Misc. Professional ...	6-Active R...	70.35
	07/15/20		5120 · Misc. Professional ...	1-Groundw...	933.49
			5120 · Misc. Professional ...	6-Active R...	18,338.51
TOTAL					19,342.35
25063	07/15/20	Edison - 6493	1012 · Citizens Business ...		-99.96
	07/11/20		5420 · Electricity	4-General ...	27.99
			5420 · Electricity	1-Groundw...	19.99
			5420 · Electricity	2-Redlands...	41.98
			5420 · Electricity	6-Active R...	10.00
TOTAL					99.96
25064	07/15/20	Edison - 8958	1012 · Citizens Business ...		-779.89
	07/09/20		5420 · Electricity	4-General ...	218.37
			5420 · Electricity	1-Groundw...	155.98
			5420 · Electricity	2-Redlands...	327.55
			5420 · Electricity	6-Active R...	77.99
TOTAL					779.89
25065	07/15/20	Empire Disposal	1012 · Citizens Business ...		-216.33
	06/30/20		5460 · Water / Trash / Sewer	4-General ...	97.35
			5460 · Water / Trash / Sewer	1-Groundw...	75.72
			5460 · Water / Trash / Sewer	3-Land Re...	21.63
			5460 · Water / Trash / Sewer	6-Active R...	21.63
TOTAL					216.33
25066	07/15/20	EquipmentShare....	1012 · Citizens Business ...		0.00
TOTAL					0.00
25067	07/15/20	Frontier-4860	1012 · Citizens Business ...		-885.65
	05/28/20		5440 · Telephone	4-General ...	166.63
			5440 · Telephone	1-Groundw...	69.43
			5440 · Telephone	6-Active R...	41.66
			5470 · Internet Services	4-General ...	71.11
			5470 · Internet Services	1-Groundw...	39.51
			5470 · Internet Services	2-Redlands...	7.90
			5470 · Internet Services	3-Land Re...	23.70
			5470 · Internet Services	6-Active R...	15.80
	06/28/20		5440 · Telephone	4-General ...	175.13
			5440 · Telephone	1-Groundw...	72.97
			5440 · Telephone	6-Active R...	43.78
			5470 · Internet Services	4-General ...	71.11
			5470 · Internet Services	1-Groundw...	39.51
			5470 · Internet Services	2-Redlands...	7.91

San Bernardino Valley Water Conservation District
Expenditure Report
July 2024

08/04/24

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amo...</u>
			5470 · Internet Services	3-Land Re...	23.70
			5470 · Internet Services	6-Active R...	15.80
TOTAL					885.65
25068	07/15/20	G3 Quality, Inc.	1012 · Citizens Business ...		-4,747.00
	04/30/20		7140 · Mentone Property (...)	1-Groundw...	2,843.50
	05/31/20		7140 · Mentone Property (...)	1-Groundw...	1,903.50
TOTAL					4,747.00
25069	07/15/20	Geoscience	1012 · Citizens Business ...		-2,704.00
	07/11/20		5120 · Misc. Professional ...	3-Land Re...	2,704.00
TOTAL					2,704.00
25070	07/15/20	Home Depot Cre...	1012 · Citizens Business ...		-384.72
	06/28/20		5210 · Equipment Mainten...	1-Groundw...	29.30
			5050 · Basin Cleaning	1-Groundw...	76.19
			5310 · Vehicle Maintenance	1-Groundw...	14.12
			5215 · Property Maintenance	1-Groundw...	212.09
			5215 · Property Maintenance	3-Land Re...	53.02
TOTAL					384.72
25071	07/15/20	Intertelligence	1012 · Citizens Business ...		-1,950.00
	06/09/20		5120 · Misc. Professional ...	4-General ...	1,950.00
TOTAL					1,950.00
25072	07/15/20	Lou's Tire Service	1012 · Citizens Business ...		0.00
TOTAL					0.00
25073	07/15/20	Mikael Romich	1012 · Citizens Business ...		-7,829.04
	06/28/20		5123 · Habitat Managemen...	5-Wash Plan	2,075.70
			7151 · Mill Creek Permitting	1-Groundw...	2,713.34
	06/28/20		5123 · Habitat Managemen...	5-Wash Plan	1,520.00
			5120 · Misc. Professional ...	3-Land Re...	1,520.00
TOTAL					7,829.04
25074	07/15/20	National HCP Co...	1012 · Citizens Business ...		-500.00
	07/02/20		6060 · Outreach	4-General ...	150.00
			6060 · Outreach	1-Groundw...	100.00
			6060 · Outreach	3-Land Re...	150.00
			6060 · Outreach	5-Wash Plan	35.00
			6060 · Outreach	6-Active R...	65.00
TOTAL					500.00

San Bernardino Valley Water Conservation District
Expenditure Report
July 2024

08/04/24

Num	Date	Name	Account	Class	Original Amo...
25075	07/15/20	PCtronics	1012 · Citizens Business ...		-2,826.12
	06/30/20		5160 · IT Support	4-General ...	750.00
			5160 · IT Support	1-Groundw...	1,125.00
			5160 · IT Support	3-Land Re...	250.00
			5160 · IT Support	5-Wash Plan	125.00
			5160 · IT Support	6-Active R...	250.00
	08/01/20		6027 · Computer Software	4-General ...	123.92
			6027 · Computer Software	1-Groundw...	32.61
			6027 · Computer Software	2-Redlands...	48.92
			6027 · Computer Software	3-Land Re...	48.92
			6027 · Computer Software	5-Wash Plan	16.31
			6027 · Computer Software	6-Active R...	55.44
TOTAL					2,826.12
25076	07/15/20	Q3 Consulting, Inc.	1012 · Citizens Business ...		-6,037.00
	06/26/20		7126 · PERC Engr/Prof Se...	6-Active R...	6,037.00
TOTAL					6,037.00
25077	07/15/20	Quill Corporation	1012 · Citizens Business ...		-135.88
	07/03/20		6030 · Office Supplies	4-General ...	40.76
			6030 · Office Supplies	1-Groundw...	27.18
			6030 · Office Supplies	2-Redlands...	13.59
			6030 · Office Supplies	3-Land Re...	20.38
			6030 · Office Supplies	5-Wash Plan	6.79
			6030 · Office Supplies	6-Active R...	27.18
TOTAL					135.88
25078	07/15/20	Rebecca Martin	1012 · Citizens Business ...		-27.47
	06/28/20		6510 · Mileage	4-General ...	10.98
			6510 · Mileage	1-Groundw...	6.87
			6510 · Mileage	3-Land Re...	2.75
			6510 · Mileage	6-Active R...	6.87
TOTAL					27.47
25079	07/15/20	Redlands Comm...	1012 · Citizens Business ...		-49.95
	07/01/20		6090 · Subscriptions/Publi...	4-General ...	49.95
TOTAL					49.95
25080	07/15/20	Sonsray Machine...	1012 · Citizens Business ...		-4,192.00
	07/08/20		5210 · Equipment Mainten...	1-Groundw...	4,192.00
TOTAL					4,192.00
25081	07/15/20	The Gas Company	1012 · Citizens Business ...		-1.53
	07/12/20		5450 · Natural Gas	4-General ...	0.76
			5450 · Natural Gas	1-Groundw...	0.46
			5450 · Natural Gas	6-Active R...	0.31
TOTAL					1.53

San Bernardino Valley Water Conservation District
Expenditure Report
July 2024

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amo...</u>
25082	07/15/20	The Wildlife Soci...	1012 · Citizens Business ...		-91.00
	07/31/20		6090 · Subscriptions/Publi...	4-General ...	91.00
TOTAL					91.00
25083	07/15/20	Thompson Reuters	1012 · Citizens Business ...		-555.07
	07/01/20		5180 · Legal	4-General ...	138.77
			5180 · Legal	1-Groundw...	138.77
			5180 · Legal	3-Land Re...	111.01
			5180 · Legal	6-Active R...	166.52
TOTAL					555.07
25084	07/15/20	Trinity Equipmen...	1012 · Citizens Business ...		-10,998.94
	06/28/20		5050 · Basin Cleaning	1-Groundw...	4,296.16
	06/28/20		5050 · Basin Cleaning	1-Groundw...	6,702.78
TOTAL					10,998.94
25085	07/15/20	Visual Edge IT, Inc.	1012 · Citizens Business ...		-279.47
	06/21/20		6033 · Office Equipment R...	4-General ...	209.60
			6033 · Office Equipment R...	1-Groundw...	13.97
			6033 · Office Equipment R...	2-Redlands...	41.93
			6033 · Office Equipment R...	3-Land Re...	13.97
TOTAL					279.47
25086	07/15/20	Water Systems C...	1012 · Citizens Business ...		-19,328.75
	06/30/20		7126 · PERC Engr/Prof Se...	6-Active R...	19,328.75
TOTAL					19,328.75
25087	07/15/20	WEX Bank-Shell	1012 · Citizens Business ...		-1,311.00
	07/06/20		5320 · Fuel	1-Groundw...	1,311.00
TOTAL					1,311.00
25088	07/15/20	Xerox Financial S...	1012 · Citizens Business ...		-674.88
	06/02/20		6033 · Office Equipment R...	4-General ...	253.08
			6033 · Office Equipment R...	1-Groundw...	16.87
			6033 · Office Equipment R...	2-Redlands...	50.62
			6033 · Office Equipment R...	3-Land Re...	16.87
	07/02/20		6033 · Office Equipment R...	4-General ...	253.08
			6033 · Office Equipment R...	1-Groundw...	16.87
			6033 · Office Equipment R...	2-Redlands...	50.62
			6033 · Office Equipment R...	3-Land Re...	16.87
TOTAL					674.88
25089	07/15/20	Aaron Pederson	1012 · Citizens Business ...		0.00
TOTAL					0.00

San Bernardino Valley Water Conservation District Expenditure Report July 2024

Num	Date	Name	Account	Class	Original Amo...
25090	07/15/20	CS-NK Construct...	1012 · Citizens Business ...		-26,424.63
	07/15/20		7140 · Mentone Property (...)	1-Groundw...	26,424.63
TOTAL					26,424.63
25091	07/30/20	34th Street, Inc.	1012 · Citizens Business ...		-2,418.75
	07/18/20		5120 · Misc. Professional ...	4-General ...	2,418.75
TOTAL					2,418.75
25092	07/30/20	California Groun...	1012 · Citizens Business ...		-8,250.00
	07/23/20		6093 · Memberships	4-General ...	8,250.00
TOTAL					8,250.00
25093	07/30/20	CASC Engineerin...	1012 · Citizens Business ...		-292.50
	07/19/20		7126 · PERC Engr/Prof Se...	6-Active R...	292.50
TOTAL					292.50
25094	07/30/20	Citizens Busines...	1012 · Citizens Business ...		-12,301.40
	07/12/20		5050 · Basin Cleaning	1-Groundw...	5,913.08
			6004 · Meeting Expenses	4-General ...	45.82
			6004 · Meeting Expenses	3-Land Re...	45.81
			6009 · Licenses	4-General ...	7.50
			6009 · Licenses	1-Groundw...	60.00
			6009 · Licenses	6-Active R...	7.50
			6012 · Office Maintenance	4-General ...	20.69
			6012 · Office Maintenance	3-Land Re...	31.04
			6027 · Computer Software	4-General ...	140.85
			6027 · Computer Software	1-Groundw...	37.07
			6027 · Computer Software	2-Redlands...	55.60
			6027 · Computer Software	3-Land Re...	55.60
			6027 · Computer Software	5-Wash Plan	18.53
			6027 · Computer Software	6-Active R...	63.01
			6030 · Office Supplies	4-General ...	6.70
			6039 · Postage and Overni...	4-General ...	10.00
			6090 · Subscriptions/Publi...	4-General ...	16.30
			6091 · Public Notices	4-General ...	44.93
			6091 · Public Notices	1-Groundw...	179.71
			6425 · Meals	4-General ...	59.00
			6435 · Conf/Seminar Regis...	4-General ...	75.00
			6525 · Meals	4-General ...	91.77
			6525 · Meals	1-Groundw...	71.37
			6525 · Meals	3-Land Re...	40.78
			5215 · Property Maintenance	1-Groundw...	455.75
			5215 · Property Maintenance	3-Land Re...	113.94
			5310 · Vehicle Maintenance	1-Groundw...	889.14
			6001 · General Administrat...	4-General ...	471.76
			6001 · General Administrat...	1-Groundw...	471.76
			6004 · Meeting Expenses	4-General ...	93.19
			6030 · Office Supplies	4-General ...	41.72
			6030 · Office Supplies	1-Groundw...	27.82
			6030 · Office Supplies	2-Redlands...	13.91
			6030 · Office Supplies	3-Land Re...	20.86
			6030 · Office Supplies	5-Wash Plan	6.95
			6030 · Office Supplies	6-Active R...	27.82
			6039 · Postage and Overni...	4-General ...	55.00
			6039 · Postage and Overni...	1-Groundw...	25.00

San Bernardino Valley Water Conservation District
Expenditure Report
July 2024

Num	Date	Name	Account	Class	Original Amo...
			6039 · Postage and Overni...	2-Redlands...	10.00
			6039 · Postage and Overni...	3-Land Re...	10.00
			6091 · Public Notices	4-General ...	41.53
			6091 · Public Notices	1-Groundw...	166.13
			6093 · Memberships	4-General ...	25.00
			6535 · Conf/Seminar Regis...	4-General ...	1,392.75
			6535 · Conf/Seminar Regis...	1-Groundw...	1,083.25
			6535 · Conf/Seminar Regis...	3-Land Re...	619.00
TOTAL					13,159.94
25095	07/30/20	City of Redlands ...	1012 · Citizens Business ...		-154.56
	07/25/20		5215 · Property Maintenance	1-Groundw...	123.65
			5215 · Property Maintenance	3-Land Re...	30.91
TOTAL					154.56
25096	07/30/20	Corneille, Richard	1012 · Citizens Business ...		-10.05
	07/15/20		6410 · Mileage	4-General ...	10.05
TOTAL					10.05
25097	07/30/20	CS-NK Construct...	1012 · Citizens Business ...		-9,773.18
	07/30/20		7140 · Mentone Property (...)	1-Groundw...	9,773.18
TOTAL					9,773.18
25098	07/30/20	Darryl K. Cartozian	1012 · Citizens Business ...		-585.00
	06/13/20		7140 · Mentone Property (...)	1-Groundw...	585.00
TOTAL					585.00
25099	07/30/20	Diamond Environ...	1012 · Citizens Business ...		-100.48
	07/15/20		5460 · Water / Trash / Sewer	4-General ...	45.22
			5460 · Water / Trash / Sewer	1-Groundw...	35.17
			5460 · Water / Trash / Sewer	3-Land Re...	10.05
			5460 · Water / Trash / Sewer	6-Active R...	10.04
TOTAL					100.48
25100	07/30/20	E-PUR LLC	1012 · Citizens Business ...		-9,636.00
	07/29/20		5120 · Misc. Professional ...	1-Groundw...	1,114.16
			5120 · Misc. Professional ...	6-Active R...	8,521.84
TOTAL					9,636.00
25101	07/30/20	East Valley Water...	1012 · Citizens Business ...		-760.00
	07/18/20		6001 · General Administrat...	4-General ...	380.00
			6001 · General Administrat...	1-Groundw...	380.00
TOTAL					760.00

San Bernardino Valley Water Conservation District
Expenditure Report
July 2024

08/04/24

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amo...</u>
25102	07/30/20	Eide Bailly LLP	1012 · Citizens Business ...		-819.79
	07/09/20		5127 · Project Accounting ...	6-Active R...	819.79
TOTAL					819.79
25103	07/30/20	ESRI, Inc.	1012 · Citizens Business ...		-5,650.00
	07/29/20		7220 · Computer Software	4-General ...	1,000.00
			7220 · Computer Software	1-Groundw...	1,500.00
			7220 · Computer Software	3-Land Re...	1,250.00
			7220 · Computer Software	5-Wash Plan	250.00
			7220 · Computer Software	6-Active R...	1,000.00
	07/29/20		6027 · Computer Software	4-General ...	247.00
			6027 · Computer Software	1-Groundw...	65.00
			6027 · Computer Software	2-Redlands...	97.50
			6027 · Computer Software	3-Land Re...	97.50
			6027 · Computer Software	5-Wash Plan	32.50
			6027 · Computer Software	6-Active R...	110.50
TOTAL					5,650.00
25104	07/30/20	Frontier	1012 · Citizens Business ...		-58.48
	07/15/20		5470 · Internet Services	4-General ...	26.32
			5470 · Internet Services	1-Groundw...	14.62
			5470 · Internet Services	2-Redlands...	2.92
			5470 · Internet Services	3-Land Re...	8.77
			5470 · Internet Services	6-Active R...	5.85
TOTAL					58.48
25105	07/30/20	Frontier-7275	1012 · Citizens Business ...		-169.38
	07/19/20		5440 · Telephone	4-General ...	36.24
			5440 · Telephone	1-Groundw...	15.10
			5440 · Telephone	6-Active R...	9.06
			5470 · Internet Services	4-General ...	49.03
			5470 · Internet Services	1-Groundw...	27.25
			5470 · Internet Services	2-Redlands...	5.45
			5470 · Internet Services	3-Land Re...	16.35
			5470 · Internet Services	6-Active R...	10.90
TOTAL					169.38
25106	07/30/20	Hamilton Raye	1012 · Citizens Business ...		0.00
TOTAL					0.00
25107	07/30/20	Horizon Water	1012 · Citizens Business ...		-86.25
	07/02/20		5460 · Water / Trash / Sewer	4-General ...	25.87
			5460 · Water / Trash / Sewer	1-Groundw...	20.13
			5460 · Water / Trash / Sewer	3-Land Re...	5.75
			5460 · Water / Trash / Sewer	6-Active R...	5.75
	07/23/20		5460 · Water / Trash / Sewer	4-General ...	12.93
			5460 · Water / Trash / Sewer	1-Groundw...	10.06
			5460 · Water / Trash / Sewer	3-Land Re...	2.88
			5460 · Water / Trash / Sewer	6-Active R...	2.88
TOTAL					86.25

San Bernardino Valley Water Conservation District Expenditure Report July 2024

Num	Date	Name	Account	Class	Original Amo...
25108	07/30/20	Hudson Property ...	1012 · Citizens Business ...		-209.85
	07/02/20		6016 · Redlands Plaza Mai...	2-Redlands...	209.85
TOTAL					209.85
25109	07/30/20	Larry Jacinto Co...	1012 · Citizens Business ...		-307,103.75
	06/30/20		5050 · Basin Cleaning	1-Groundw...	260,094.90
	06/30/20		5050 · Basin Cleaning	1-Groundw...	47,008.85
TOTAL					307,103.75
25110	07/30/20	Lawyers Title Co...	1012 · Citizens Business ...		-2,850.00
	05/20/20		5120 · Misc. Professional ...	3-Land Re...	750.00
	05/20/20		5120 · Misc. Professional ...	3-Land Re...	900.00
	05/20/20		5120 · Misc. Professional ...	3-Land Re...	1,200.00
TOTAL					2,850.00
25111	07/30/20	Securitas Techno...	1012 · Citizens Business ...		-2,425.29
	07/01/20		6026 · Redlands Plaza CA...	2-Redlands...	737.13
	07/01/20		6026 · Redlands Plaza CA...	2-Redlands...	425.28
	07/01/20		5410 · Alarm Service	4-General ...	335.41
			5410 · Alarm Service	1-Groundw...	335.41
			5410 · Alarm Service	6-Active R...	167.71
			6026 · Redlands Plaza CA...	2-Redlands...	424.35
TOTAL					2,425.29
25112	07/30/20	The Regents of t...	1012 · Citizens Business ...		-438.16
	07/18/20		5180 · Legal	4-General ...	109.54
			5180 · Legal	1-Groundw...	109.54
			5180 · Legal	3-Land Re...	87.63
			5180 · Legal	6-Active R...	131.45
TOTAL					438.16
25113	07/30/20	TLC Landscape S...	1012 · Citizens Business ...		-430.00
	07/20/20		6026 · Redlands Plaza CA...	2-Redlands...	430.00
TOTAL					430.00
25114	07/30/20	Visual Edge IT, Inc.	1012 · Citizens Business ...		-248.62
	07/22/20		6033 · Office Equipment R...	4-General ...	186.47
			6033 · Office Equipment R...	1-Groundw...	12.43
			6033 · Office Equipment R...	2-Redlands...	37.29
			6033 · Office Equipment R...	3-Land Re...	12.43
TOTAL					248.62
25115	07/30/20	Wilbur's	1012 · Citizens Business ...		-36.17
	07/24/20		5210 · Equipment Mainten...	1-Groundw...	21.17
	07/24/20		5210 · Equipment Mainten...	1-Groundw...	15.00
TOTAL					36.17

San Bernardino Valley Water Conservation District Expenditure Report July 2024

Num	Date	Name	Account	Class	Original Amo...
100362N	07/01/20	PERS	1012 · Citizens Business ...		-17,765.00
			6170 · PERS Retirement	4-General ...	2,309.45
			6170 · PERS Retirement	1-Groundw...	7,994.25
			6170 · PERS Retirement	2-Redlands...	710.60
			6170 · PERS Retirement	3-Land Re...	1,776.50
			6170 · PERS Retirement	5-Wash Plan	1,243.55
			6170 · PERS Retirement	6-Active R...	3,730.65
TOTAL					17,765.00

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report
 July 2024

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
7/10/2024	McDonald, M	Jun-24	\$ 270.00	\$ 23.63	\$ 246.37
7/24/2024	McDonald, M	Jul-24	\$ 1,890.00	270.91	\$ 1,619.09
7/24/2024	Corneille, R	Jun-24	\$ 1,350.00	\$ 157.36	\$ 1,192.64
7/24/2024	Stewart, B	Mar-Jun 2024	\$ 4,320.00	\$ 1,034.99	\$ 3,285.01



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2040

To: Board of Directors

From: Angie Quiroga, Senior Administrative Analyst
Betsy Miller, General Manager

Date: August 14, 2024

Subject: Unaudited Financial Reports for July 2024

RECOMMENDATION

Review and approve the unaudited financial report for July 2024.

BACKGROUND

This unaudited financial report is presented as of July 31, 2024. This report covers the first of FY25; therefore, limited accounting activity is available to present at this time.

DISCUSSION

Payments for Groundwater Assessment period January 1 -June 30, 2024, have been received from several producers, with \$335,335 from East Valley Water District, Meeks & Daley Water Company, Gage Canal Company, and City of Riverside. Payments received for GL 4026 GW Sustainability/Replenishment for the same period will be used for water purchase from San Bernardino Valley Municipal Water District. Mining Income for July will be received in August and will appear in the next month's financial statements. The financials are attached for Board review and approval.

FISCAL IMPACT

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

POTENTIAL MOTIONS

1. Move approval of the Unaudited Financial Report for July 2024 as presented.
2. Move to request this item be tabled and referred to Finance & Administration Committee for reconsideration of specific issues discussed.

ATTACHMENTS

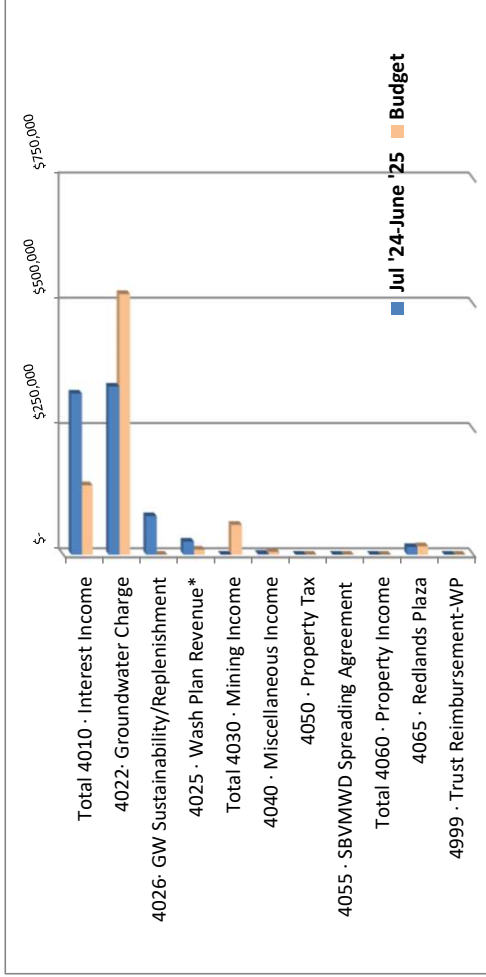
Graph Financials for July 2024
Profit & Loss to Date vs. Annual Budget

SBVMCD - All Enterprises Budget and Actual

July 2024

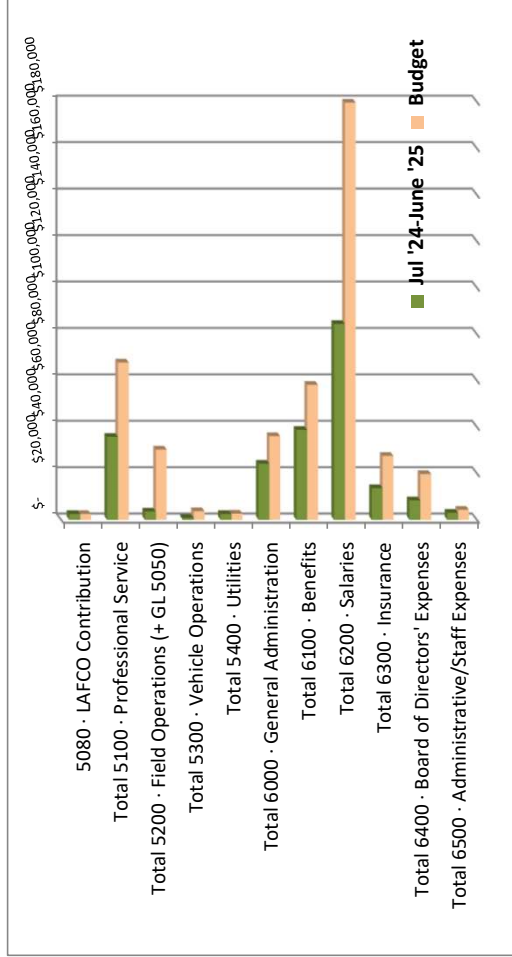
REVENUE	Jul '24-June '25	Budget
Total 4010 · Interest Income	\$ 321,350	\$ 138,333
4022· Groundwater Charge	\$ 335,335	\$ 520,175
4026· GW Sustainability/Replenishment	\$ 76,794	\$ -
4025 · Wash Plan Revenue*	\$ 26,096	\$ 10,021
Total 4030 · Mining Income	\$ -	\$ 59,417
4040 · Miscellaneous Income	\$ 1,576	\$ 5,333
4050 · Property Tax	\$ -	\$ -
4055 · SBVMWD Spreading Agreement	\$ -	\$ -
Total 4060 · Property Income	\$ -	\$ -
4065 · Redlands Plaza	\$ 15,150	\$ 16,764
4999 · Trust Reimbursement-WP	\$ -	\$ -
Total Revenue	\$ 776,300	\$ 750,043

*District loans to the WP & State Permitting payments

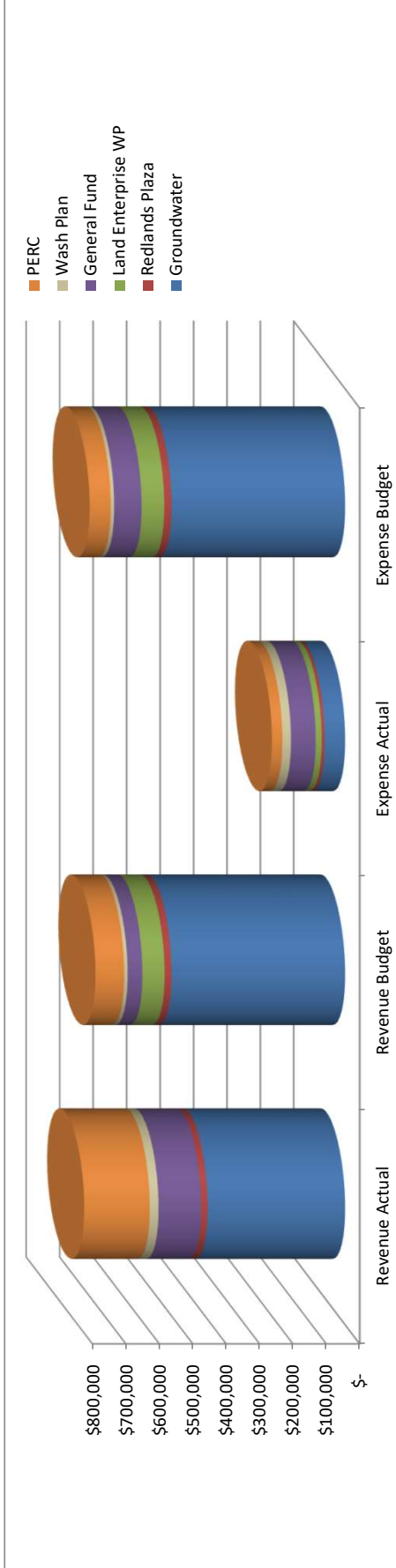


EXPENSES Operating and Capital

	Jul '24-June '25	Budget
5080 · LAFCO Contribution	\$ 2,580	\$ 2,580
Total 5100 · Professional Service	\$ 35,846	\$ 67,895
Total 5200 · Field Operations (+ GL 5050)	\$ 3,626	\$ 30,376
Total 5300 · Vehicle Operations	\$ 889	\$ 3,802
Total 5400 · Utilities	\$ 2,612	\$ 2,762
Total 6000 · General Administration	\$ 24,244	\$ 36,114
Total 6100 · Benefits	\$ 38,867	\$ 58,284
Total 6200 · Salaries	\$ 84,510	\$ 179,811
Total 6300 · Insurance	\$ 13,723	\$ 27,628
Total 6400 · Board of Directors' Expenses	\$ 8,490	\$ 19,842
Total 6500 · Administrative/Staff Expenses	\$ 3,095	\$ 4,423
Total Expense	\$ 218,482	\$ 433,519



Enterprises to Date (July 2024)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 412,128	\$ 520,175	79%
Groundwater Expense	\$ 61,412	\$ 192,433	32%
Redlands Plaza Revenue	\$ 19,826	\$ 20,726	96%
Redlands Plaza Expense	\$ 8,879	\$ 21,662	41%
Land Enterprise Revenue	\$ -	\$ 66,375	0%
Land Enterprise Expense	\$ 17,930	\$ 67,781	26%
General Fund Revenue *	\$ 127,007	\$ 44,061	288%
General Fund Expense	\$ 74,062	\$ 81,977	90%

Cash Status	As of 7/1/2024	As of 07/31/24
LAIIF	\$ 1,026.17	\$ 1,037.75
Cal Trust	\$ -	\$ -
Citizens Bank	\$ 601,274.36	\$ 621,902.11
UBS Financial-Gen	\$ 5,618,122.33	\$ 5,672,804.61
UBS Financial-PERC	\$ 28,215,679.82	\$ 28,462,221.40
US Bank-CAMP Gen	\$ 4,307,416.23	\$ 4,312,858.08
US Bank-CAMP PERC	\$ 5,188,179.38	\$ 5,202,852.39
Total Cash	\$ 43,931,698.29	\$ 44,273,676.34
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less PERC Obligation	\$ (35,292,240.70)	\$ (35,456,808.33)
Cash Position	\$ 3,639,457.59	\$ 3,816,868.01

Increase (decrease) of \$177,410.42
 Percent Increase 4.9%

* General Fund Revenue shown here does not include overhead

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

5:29 PM
 07/31/2024
 Accrual Basis

	Jul 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 · Interest Income				
4012 · LAIF	11.58	0.00	11.58	100.0%
4013 · Caltrust Investment Income	0.00	0.00	0.00	0.0%
4015 · UBS Interest Income	301,223.86	106,250.00	194,973.86	283.51%
4016 · Interest Income CAMP	20,114.86	32,083.26	-11,968.40	62.7%
Total 4010 · Interest Income	321,350.30	138,333.26	183,017.04	232.3%
4017 · PERC Capital Income	0.00	0.00	0.00	0.0%
4020 · Groundwater Charge				
4022 · Groundwater Charge	335,334.88	520,174.71	-184,839.83	64.47%
4024 · Groundwater Council Revenue	0.00	0.00	0.00	0.0%
4026 · GW Sustainability/Replenishment	76,793.55	0.00	76,793.55	100.0%
Total 4020 · Groundwater Charge	412,128.43	520,174.71	-108,046.28	79.23%
4025 · Wash Plan Revenue	26,095.85	10,021.25	16,074.60	260.41%
4030 · Mining Income				
4031 · Plant Site - CEMEX	0.00	4,000.00	-4,000.00	0.0%
4032 · Cemex - Royalty / Lease	0.00	50,000.00	-50,000.00	0.0%
4036 · Aggregate Maintenance	0.00	5,416.63	-5,416.63	0.0%
Total 4030 · Mining Income	0.00	59,416.63	-59,416.63	0.0%
4040 · Miscellaneous Income				
4041 · Reimbursed Expenses	1,015.84	0.00	1,015.84	100.0%
4040 · Miscellaneous Income - Other	560.00	5,333.37	-4,773.37	10.5%
Total 4040 · Miscellaneous Income	1,575.84	5,333.37	-3,757.53	29.55%
4043 · Project Salary Reimbursement	0.00	4,364.00	-4,364.00	0.0%
4050 · Property Tax	0.00	0.00	0.00	0.0%
4051 · Wash Plan Trails	0.00	5,500.00	-5,500.00	0.0%
4055 · SBVMWD Spreading Agreement Reim	0.00	0.00	0.00	0.0%
4060 · Property Income				
4062 · Mentone Property	0.00	0.00	0.00	0.0%
Total 4060 · Property Income	0.00	0.00	0.00	0.0%
4065 · Redlands Plaza	15,149.81	16,763.54	-1,613.73	90.37%
4066 · Redlands Plaza CAM	4,676.28	3,962.82	713.46	118.0%
4999 · Trust Reimbursement-Wash Plan	0.00	0.00	0.00	0.0%
Total Income	780,976.51	763,869.58	17,106.93	102.24%
Gross Profit	780,976.51	763,869.58	17,106.93	102.24%
Expense				
5040 · Regional Programs				
5080 · LAFCO Contribution	2,579.88	2,579.88	0.00	100.0%
Total 5040 · Regional Programs	2,579.88	2,579.88	0.00	100.0%
5050 · Basin Cleaning	3,020.00	20,833.37	-17,813.37	14.5%
5100 · Professional Service				
5120 · Misc. Professional Services	20,358.29	39,788.00	-19,429.71	51.17%
5122 · Wash Plan Professional Services	0.00	0.00	0.00	0.0%
5123 · Habitat Management-WP	14,494.00	7,299.13	7,194.87	198.57%
5125 · Engineering Services	0.00	2,916.63	-2,916.63	0.0%
5126 · GW Sustainability/Replenishment	0.00	0.00	0.00	0.0%
5127 · Project Accounting Services	0.00	625.00	-625.00	0.0%
5130 · Aerial Photography & Surveying	0.00	212.25	-212.25	0.0%
5155 · WP Trails Professional Services	0.00	8,333.37	-8,333.37	0.0%
5160 · IT Support	0.00	2,875.00	-2,875.00	0.0%
5170 · Audit	0.00	3,762.00	-3,762.00	0.0%
5175 · Legal - Wash Plan	0.00	0.00	0.00	0.0%
5180 · Legal	993.23	2,083.37	-1,090.14	47.67%
Total 5100 · Professional Service	35,845.52	67,894.75	-32,049.23	52.8%
5133 · Regional River HCP Contribution	0.00	2,500.00	-2,500.00	0.0%

	Jul 24	Budget	\$ Over Budget	% of Budget
5200 · Field Operations				
5210 · Equipment Maintenance	36.17	1,250.00	-1,213.83	2.89%
5215 · Property Maintenance	569.69	3,293.00	-2,723.31	17.3%
5225 · Field Clean Up-Illegal dumping	0.00	5,000.00	-5,000.00	0.0%
Total 5200 · Field Operations	605.86	9,543.00	-8,937.14	6.35%
5223 · Temp. Field Labor	0.00	833.37	-833.37	0.0%
5300 · Vehicle Operations				
5310 · Vehicle Maintenance	889.14	885.50	3.64	100.41%
5320 · Fuel	0.00	2,916.63	-2,916.63	0.0%
Total 5300 · Vehicle Operations	889.14	3,802.13	-2,912.99	23.39%
5400 · Utilities				
5410 · Alarm Service	967.53	105.00	862.53	921.46%
5420 · Electricity	779.89	919.81	-139.92	84.79%
5430 · Mobile Phone	450.00	625.69	-175.69	71.92%
5440 · Telephone	60.40	270.00	-209.60	22.37%
5450 · Natural Gas	0.00	195.76	-195.76	0.0%
5460 · Water / Trash / Sewer	186.73	374.18	-187.45	49.9%
5470 · Internet Services	167.46	271.43	-103.97	61.7%
Total 5400 · Utilities	2,612.01	2,761.87	-149.86	94.57%
6000 · General Administration				
6001 · General Administration - Other	1,688.64	500.00	1,188.64	337.73%
6002 · Website Administration	365.00	525.00	-160.00	69.52%
6004 · Meeting Expenses	93.19	208.26	-115.07	44.75%
6006 · Permits	0.00	1,250.00	-1,250.00	0.0%
6007 · Inter District Costs	0.00	833.26	-833.26	0.0%
6009 · Licenses	0.00	333.37	-333.37	0.0%
6010 · Surety Bond	0.00	0.00	0.00	0.0%
6012 · Office Maintenance	0.00	833.37	-833.37	0.0%
6013 · Office Lease Payment	0.00	4,166.74	-4,166.74	0.0%
6015 · Mentone House Maintenance	0.00	333.37	-333.37	0.0%
6016 · Redlands Plaza Maintenance	209.85	1,663.00	-1,453.15	12.62%
6018 · Janitorial Services	840.00	880.00	-40.00	95.46%
6019 · Janitorial Supplies	0.00	37.50	-37.50	0.0%
6020 · Vacancy Marketing-Redlands Plaz	0.00	416.63	-416.63	0.0%
6024 · Computer Equip Maint.	0.00	262.50	-262.50	0.0%
6026 · Redlands Plaza CAM expenses	2,190.76	3,962.82	-1,772.06	55.28%
6027 · Computer Software	323.88	1,937.28	-1,613.40	16.72%
6030 · Office Supplies	274.96	826.00	-551.04	33.29%
6033 · Office Equipment Rental	586.06	675.00	-88.94	86.82%
6036 · Printing	0.00	208.37	-208.37	0.0%
6039 · Postage and Overnight Delivery	100.00	100.00	0.00	100.0%
6042 · Payroll Processing	309.84	416.63	-106.79	74.37%
6045 · Bank Service Charges	188.41	833.37	-644.96	22.61%
6051 · Uniforms	0.00	267.39	-267.39	0.0%
6060 · Outreach	8,450.00	10,833.37	-2,383.37	78.0%
6087 · Educational Reimbursement	0.00	416.63	-416.63	0.0%
6090 · Subscriptions/Publications	140.95	262.50	-121.55	53.7%
6091 · Public Notices	207.66	0.00	207.66	100.0%
6093 · Memberships	8,275.00	3,131.92	5,143.08	264.22%
Total 6000 · General Administration	24,244.20	36,114.28	-11,870.08	67.13%
6100 · Benefits				
6110 · Vision Insurance	307.58	311.21	-3.63	98.83%
6120 · Workers' Comp. Insurance	0.00	520.78	-520.78	0.0%
6130 · Dental Insurance	1,152.92	1,191.49	-38.57	96.76%
6150 · Medical Insurance				
6150.01 · Medical Employee Contribution	-2,275.28	-3,269.18	993.90	69.6%
6150 · Medical Insurance - Other	24,695.54	27,335.68	-2,640.14	90.34%
Total 6150 · Medical Insurance	22,420.26	24,066.50	-1,646.24	93.16%

	Jul 24	Budget	\$ Over Budget	% of Budget
6160 · Payroll Taxes-Employer	6,271.85	11,570.79	-5,298.94	54.2%
6170 · PERS Retirement				
6170.01 · PERS Employee Contributions	-4,354.98	-7,150.51	2,795.53	60.9%
6170.02 · 457 Plan Employee Contributions	-4,695.76	0.00	-4,695.76	100.0%
6170 · PERS Retirement - Other	17,765.00	27,774.21	-10,009.21	63.96%
Total 6170 · PERS Retirement	8,714.26	20,623.70	-11,909.44	42.25%
Total 6100 · Benefits	38,866.87	58,284.47	-19,417.60	66.69%
6200 · Salaries				
6230 · Regular Salaries	84,510.16	179,811.28	-95,301.12	47.0%
Total 6200 · Salaries	84,510.16	179,811.28	-95,301.12	47.0%
6300 · Insurance				
6310 · Property/ Auto Insurance	0.00	4,018.03	-4,018.03	0.0%
6320 · General Liability Insurance	13,723.25	23,610.22	-9,886.97	58.12%
Total 6300 · Insurance	13,723.25	27,628.25	-13,905.00	49.67%
6400 · Board of Directors' Expenses				
6401 · Directors' Fees				
6401.5 · Payroll Taxes-Directors	0.00	0.00	0.00	0.0%
6401 · Directors' Fees - Other	7,830.00	9,216.63	-1,386.63	84.96%
Total 6401 · Directors' Fees	7,830.00	9,216.63	-1,386.63	84.96%
6410 · Mileage	0.00	443.63	-443.63	0.0%
6415 · Air Fare	659.96	406.91	253.05	162.19%
6420 · Other Travel	0.00	55.44	-55.44	0.0%
6425 · Meals	0.00	388.19	-388.19	0.0%
6430 · Lodging	0.00	443.63	-443.63	0.0%
6435 · Conf/Seminar Registrations	0.00	554.62	-554.62	0.0%
6440 · Election Fees / Re-Districting	0.00	8,333.35	-8,333.35	0.0%
Total 6400 · Board of Directors' Expenses	8,489.96	19,842.40	-11,352.44	42.79%
6500 · Administrative/Staff Expenses				
6510 · Mileage	0.00	252.12	-252.12	0.0%
6515 · Air Fare	0.00	562.50	-562.50	0.0%
6520 · Travel, Other (rental car, taxi)	0.00	125.00	-125.00	0.0%
6525 · Meals	0.00	393.75	-393.75	0.0%
6530 · Lodging	0.00	733.26	-733.26	0.0%
6535 · Conf/Seminar Registrations	3,095.00	2,356.25	738.75	131.35%
Total 6500 · Administrative/Staff Expenses	3,095.00	4,422.88	-1,327.88	69.98%
9999 · Contribution to Capital Maint.	0.00	0.00	0.00	0.0%
Total Expense	218,481.85	436,851.93	-218,370.08	50.01%
Net Ordinary Income	562,494.66	327,017.65	235,477.01	172.01%
Other Income/Expense				
Other Expense				
7000 · Construction				
7010 · Materials	0.00	1,000.00	-1,000.00	0.0%
Total 7000 · Construction	0.00	1,000.00	-1,000.00	0.0%
7100 · Land & Buildings				
7110 · Property Capital Repairs	0.00	49,126.31	-49,126.31	0.0%
7120 · Property-Land Purchase	0.00	0.00	0.00	0.0%
7126 · PERC Engr/Prof Services	0.00	201,604.65	-201,604.65	0.0%
7130 · Mentone Property (House)-CapRep	0.00	583.37	-583.37	0.0%
7140 · Mentone Property (Shop)-CapRep	22,985.49	71,183.67	-48,198.18	32.29%
7150 · Mill Creek Diversion	0.00	20,833.37	-20,833.37	0.0%
7151 · Mill Creek Permitting	2,985.00	15,591.75	-12,606.75	19.15%
7160 · Mendoza Property	0.00	11,416.63	-11,416.63	0.0%
Total 7100 · Land & Buildings	25,970.49	370,339.75	-344,369.26	7.01%
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	0.00	833.37	-833.37	0.0%
7220 · Computer Software	5,000.00	416.74	4,583.26	1,199.79%
7230 · Field Equipment / Vehicles	0.00	11,666.74	-11,666.74	0.0%
7240 · Office Equipment	0.00	2,533.37	-2,533.37	0.0%
Total 7200 · Equipment & Vehicles	5,000.00	15,450.22	-10,450.22	32.36%

	Jul 24	Budget	\$ Over Budget	% of Budget
7400 · Professional Services Capital				
7438 · Engineering Services-Other	0.00	10,416.63	-10,416.63	0.0%
Total 7400 · Professional Services Capital	0.00	10,416.63	-10,416.63	0.0%
Total Other Expense	30,970.49	397,206.60	-366,236.11	7.8%
Net Other Income	-30,970.49	-397,206.60	366,236.11	7.8%
Net Income	531,524.17	-70,188.95	601,713.12	-757.28%



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2041

To: Board of Directors

From: Finance & Administration Committee
Angie Quiroga, Senior Administrative Analyst

Date: August 14, 2024

Subject: 4th Quarter Unaudited Financial Reports for FY24

RECOMMENDATION

The Finance & Administration Committee recommends the Board approve the Fourth Quarter Unaudited Financial Reports for FY24 as presented.

BACKGROUND AND DISCUSSION

The Finance & Administration Committee reviewed the 4th Quarter Unaudited Financial Reports at their meeting on July 24, 2024, and recommended Board approval of the Reports as presented.

The Unaudited Financial Reports indicate that revenue for FY24 was higher than budgeted due to income from interest, mining, property taxes, and Wash Plan revenue from loans and repayment of issuance costs per the Wash Plan MOU from San Bernardino Valley Conservation Trust.

Operating expenses were lower than budgeted primarily due unused funds in GL 5120 Professional Services. In addition, GL 5215 Property Maintenance, GL 5400 Utilities, GL 6000 General Admin and GL 6400 Director Expenses were under budget. Capital projects spanning multiple fiscal years came in under budget due schedule delays; however, significant progress is underway on several projects. Additional adjustments will be made as final fiscal year invoices and payments are received, and will be reflected in the final audit report.

FISCAL IMPACT

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

POTENTIAL MOTIONS

1. Move approval of the 4th Quarter Unaudited Financials for FY 2023-2024 as recommended by the Finance & Administration Committee.
2. Move to request this item be tabled and referred to the Finance & Administration Committee to reconsider specific issues discussed.

ATTACHMENTS

FY24 Fourth Quarter Rolled Up Budget Worksheet
Quarterly Investment Report dated June 30, 2024

GL ACCT:	GL DESCRIPTION:	Approved Amended 2023-2024 Budget	Expended/ Received to Date as of 06/30/24	Actual Over/Under Budget	Projected Annual Costs (7/1/23- 6/30/24)	GENERAL FUND		GROUNDWATER RECHARGE ENTERPRISE		REDLANDS PLAZA & LEASED PROPERTY- HOUSE MENTONE		LAND RESOURCE		ACTIVE RECHARGE TRANSFER PROJECTS		WASH PLAN and TRUST SUPPORT	
						2023 BUDGET:	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:
INCOME:																	
4012-17	INTEREST INCOME	1,342,938.99	2,111,364.29	768,425.30	2,111,364.29	388,728.99		0.00		0.00		0.00		799,500.00	0.00		0.00
4021-26	GROUNDWATER	1,545,960.17	1,503,872.47	-42,087.70	1,503,872.47	0.00		1,014,102.17		0.00		0.00		0.00	0.00		0.00
4024	GROUNDWATER COUNCIL REVENUE	731,858.00	645,302.01	-86,555.99	645,302.01	0.00	\$ 1,745,960.17	731,858.00	100% 11% increase	0.00		0.00		0.00	0.00		0.00
4024-2	GW COUNCIL PASSTHROUGH	200,000.00	176,345.99	-23,654.01	176,345.99	0.00		200,000.00	100%	0.00		0.00		0.00	0.00		0.00
4031-34	MINING	648,000.00	1,042,728.14	394,728.14	1,170,728.14	0.00		0.00		0.00		648,000.00		0.00	0.00		0.00
4031	PLANT SITE CEMEX	48,000.00	40,000.00	-8,000.00	48,000.00	0.00	Agreement	0.00		0.00		48,000.00	100% PER LEASE MIN	0.00	0.00		0.00
4032	CEMEX - ROYALTY/LEASE	600,000.00	1,002,728.14	402,728.14	1,122,728.14	0.00	Estimated sales	0.00		0.00		600,000.00	100% Per Lease Agmt	0.00	0.00		0.00
4036,40,81	MISCELLANEOUS	85,000.00	165,323.17	80,323.17	170,323.17	7,500.00		0.00		0.00		77,500.00	0.00	0.00	0.00		0.00
4036	AGGREGATE MAINTENANCE	60,000.00	88,087.36	28,087.36	93,087.36	0.00		0.00		0.00		60,000.00	100% ESTIMATE	0.00	0.00		0.00
4050	PROPERTY TAX	141,479.29	231,748.28	90,268.99	231,748.28	141,479.29	100% +5%	0.00		0.00		0.00		0.00	0.00		0.00
4051	WASH PLAN TRAILS	66,000.00	0.00	-66,000.00	0.00	0.00	100%	0.00		0.00		66,000.00	100%	0.00	0.00		0.00
4055	SBVMWD LEASE AGREEMENT	483,213.76	479,961.36	-3,252.40	479,961.36	217,446.19	45% +1.4% CPI	265,767.57	55%	0.00		0.00		0.00	0.00		0.00
4062-66	RENTALS	252,881.76	216,577.86	-36,303.90	223,383.04	0.00		0.00		252,881.76		0.00		0.00	0.00		0.00
4025	WASH PLAN REVENUE * from Reserve	374,450.00	664,032.87	289,582.87	664,032.87	0.00		0.00		0.00		0.00		0.00	0.00		0.00
4999	TRUST REIMBURSEMENT WASH PLAN	225,000.00	1,476,153.64	1,251,153.64	1,576,153.64	0.00		0.00		0.00		0.00		0.00	374,450.00	100%	Trust proceeds
	TOTAL INCOME:	5,474,923.97	8,068,108.07	2,593,184.10	8,317,913.25	755,154.47		2,121,727.73		252,881.76		791,500.00		954,210.00	599,450.00		
EXPENSES:																	
5000	MISCELLANEOUS	541,681.95	308,456.91	-233,225.04	313,456.91	15,556.95		120,000.00		0.00		206,125.00		190,000.00	10,000.00		10,000.00
5100	PROFESSIONAL SERVICES	862,291.25	673,018.69	-189,272.56	678,018.69	24,212.50		430,252.57	Consulting Services	1,425.00		122,548.00		22,762.50	331,981.25		331,981.25
5120	MISC. PROFESSIONAL SERVICES	539,625.00	306,408.85	-233,216.15	311,408.85	13,500.00		120,000.00		0.00		206,125.00		190,000.00	10,000.00		10,000.00
5123	HABITAT MANAGEMENT-WP	329,700.00	263,447.15	-66,252.85	268,447.15	0.00		0.00		0.00		0.00		0.00	329,700.00	100%	0.00
52-53	FIELD OPERATIONS	719,932.92	666,657.55	-53,275.37	676,657.55	0.00		687,932.92		0.00		32,000.00		0.00	0.00		0.00
5400	UTILITIES	31,632.30	30,294.27	-1,338.03	30,294.27	11,492.37		9,861.70		4,684.22		1,530.29		4,063.73	0.00		0.00
6000	GENERAL ADMINISTRATION	444,566.06	357,559.39	-87,006.67	357,559.39	136,159.01		60,961.03		116,178.53		48,817.50		74,082.50	8,367.50		8,367.50
6160	PAYROLL TAXES - EMPLOYER	120,309.44	112,098.47	-8,210.97	112,098.47	15,640.23	13%	66,049.88	45% Based on percent of hou	5,871.10		14,677.75	10%	30,823.28	10,274.43	7%	10,274.43
6170	PERS RETIREMENT	225,400.91	280,208.64	54,807.73	280,208.64	29,302.12	13%	123,745.10	45% Based on percent of hou	10,999.56		27,498.91	10%	57,747.71	19,249.24	7%	19,249.24
6170.01	PERS EMPLOYEE CONTRIBUTION	-68,320.21	-63,637.54	4,682.67	-63,637.54	-8,881.63	13%	-30,744.10	45%	-2,732.81		-6,832.02	10%	-14,347.24	-4,782.41	7%	-4,782.41
6170.02	457 Plan EMPLOYEE CONTRIBUTION		-59,802.49	-59,802.49	-59,802.49												
	SALARIES:																
6200	SALARIES	1,676,139.84	1,616,513.53	-59,626.31	1,616,513.53	216,876.51		825,546.05	Overhead Offset 22%	91,935.37		171,727.14		500,311.79	170,594.12		170,594.12
6300	INSURANCE	52,670.29	56,753.40	4,083.11	56,753.40	2,633.51		39,502.72		7,900.54		2,633.51		0.00	0.00		0.00
6400	DIRECTOR EXPENSES	130,076.25	84,191.98	-45,884.27	90,670.84	130,076.25	8.00	0.00		0.00		0.00		0.00	0.00		0.00
6500	ADMINISTRATIVE/STAFF EXPENSES	50,075.00	51,651.16	1,576.16	51,651.16	21,653.75		15,863.75		0.00		10,088.00		2,469.50	0.00		0.00
	TOTAL EXPENSES:	5,299,905.35	4,388,734.65	-911,170.70	4,415,213.51	729,229.98		2,506,865.55		249,578.78		792,181.96		937,829.40	601,026.69		
	Operating Revenue		8,068,108.07	2,593,184.10	8,317,913.25	755,154.47		2,121,727.73		252,881.76		791,500.00		954,210.00	599,450.00		
	NET OPERATING REVENUE	175,018.62	3,679,373.42	3,504,354.80	3,902,699.74	25,924.50		-385,137.82		3,302.98		-681.96		16,380.60	-1,576.69		
	OVERHEAD NET GENERAL FUND ANNUAL																

GL ACCT:	GL DESCRIPTION:	Approved Amended 2023-2024 Budget	Expended/ Received to Date as of 06/30/24	Actual Over/Under Budget	Projected Annual Costs (7/1/23-6/30/24)	GENERAL FUND		GROUNDWATER RECHARGE ENTERPRISE		REDLANDS PLAZA & LEASED PROPERTY-HOUSE MENTONE		LAND RESOURCE		ACTIVE RECHARGE TRANSFER PROJECTS		WASH PLAN and TRUST SUPPORT	
						2023 BUDGET:	% BUDGET	BASIS:	2023 BUDGET: % BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:	2023 Budget	% BUDGET	BASIS:	2023 BUDGET:
	Multyear Capital projects																
7010	MATERIALS	12,000.00	0.00	-12,000.00	0.00	0.00	0.00	6,000.00	50%	Field Security Changes	0.00	50%	6,000.00	0.00	0.00	0.00	0.00
7100	CAPITAL REPAIRS	387,999.50	310,950.15	-1,182,698.50	310,950.15	18,000.00	18,000.00	1,199,148.65	79%	CIP #11 #15	7,000.00	16%	199,500.00	0.00	0.00	0.00	0.00
7110	PROPERTY - CAPITAL REPAIRS	70,000.00	3,953.42	-384,046.08	3,953.42	18,000.00	0.00	307,499.50	100%		0.00	100%	62,500.00	0.00	0.00	0.00	0.00
7120	PROPERTY - LAND PURCHASE	7,000.00	0.00	-70,000.00	0.00	0.00	0.00	0.00	100%		7,000.00	100%	0.00	0.00	0.00	0.00	0.00
7130	MENTONE PROPERTY (HOUSE) CAPIT	891,649.15	29,000.00	22,000.00	29,000.00	0.00	0.00	891,649.15	100%		0.00	100%	0.00	0.00	0.00	0.00	0.00
7140	MENTONE PROPERTY (SHOP) CIP #3	137,000.00	277,996.73	-613,652.42	277,996.73	0.00	0.00	0.00			0.00		137,000.00	0.00	0.00	0.00	0.00
7160	MENDOZA PROPERTY CIP #12		0.00	-137,000.00	0.00	0.00	0.00	0.00			0.00		0.00	0.00	0.00	0.00	0.00
	EQUIPMENT & VEHICLES																
7200	EQUIPMENT & VEHICLES	3,532,019.00	180,196.43	-110,203.57	180,196.43	20,526.00	20,526.00	192,376.00	0%		30,270.00	0%	46,210.00	648.00	3,532,019.00	100%	370.00
7126	ARTP ENGR/PROF SERVICES #23 #31	2,299,616.86	655,246.67	-2,876,772.33	655,246.67	0.00	0.00	0.00	0%		0.00		0.00	0.00	0.00	0.00	0.00
7150	MILL CREEK DIVERSION PROJECT CIP	285,207.27	1,509,784.29	-789,832.57	1,509,784.29	0.00	0.00	2,299,616.86	100%	In WIP Acct until complete	0.00		0.00	0.00	0.00	0.00	0.00
7151	MILL CREEK PERMITTING	125,000.00	261,990.06	-23,217.21	261,990.06	0.00	0.00	285,207.27	100%	District Permitting +Rive	0.00		0.00	0.00	0.00	0.00	0.00
7438	ENGINEERING SERVICES-OTHER		0.00	-125,000.00	0.00	0.00	0.00	125,000.00	100%	Mill Creek O&M Plans	0.00		0.00	0.00	0.00	0.00	0.00
	CAPITAL EXPENSE	8,037,891.78	2,918,167.60	-5,119,724.18	2,918,167.60	38,526.00	38,526.00	4,107,348.78			37,270.00		251,710.00	3,532,667.00	370.00		

San Bernardino Valley Water Conservation District

Investment Report thru June 30, 2024

Investment Instruments	Beginning Balance as of Jul 1, 2023	thru Jun 30, 2024	Yield	Cumulative Unrealized Gain (Loss)
Pooled Money Investment Accounts				
LAIF	\$ -	\$ 1,026.17	4.01%	\$ -
CalTRUST				
Short-Term Fund	\$ 3,305,798.37	\$ -	5.03%	\$ -
Investment Accounts				
UBS Financial Services				
CDs/Bonds/Securities-General	\$ 1,428,254.52	\$ 5,613,612.71	1.23%	\$ 109,099.02
Cash Dep Acct-General	\$ -	\$ 4,509.62		
CDs/Bonds/Securities-PERC	\$ 19,450,051.01	\$ 28,215,679.82	4.49%	\$ 72,062.03
Money Market-PERC	\$ -	\$ -		
Cash Dep Acct-PERC	\$ -	\$ -		
CAMP				
Investment Pool-General	\$ -	\$ 1,182,416.23	5.43%	\$ -
1 Year Term-General	\$ -	\$ 3,125,000.00	4.91%	\$ -
Investment Pool-PERC	\$ 18,130,261.02	\$ 3,188,179.38	5.43%	\$ -
1 Year Term-PERC	\$ -	\$ 2,000,000.00	5.63%	\$ -
OPEB-Other Postemployment Benefits				
CERBT-CA Employers' Retiree Benefit Trust	\$ 657,590.28	\$ 729,461.56	10.93%	\$ -
TOTAL	\$ 42,971,955.20	\$ 44,059,885.49		\$ 181,161.05
Net Change				
	\$ -	\$ 1,087,930.29	2.47%	
Banking Institutions				
Beginning Balance as of July 1, 2023 ending Jun 30, 2024				
Citizen's Business Bank	\$ 814,215.58	\$ 601,274.36		
Cash and Cash Equivalents	\$ 814,215.58	\$ 601,274.36		
Change in Value	\$ -	\$ (212,941.22)		

Description	NAV	Annual Yield	Average Maturity	Shares	Purchase Price	Market Value as of 06/30/24	Duration
LAIF	N/A	4.01%	Not available				
CalTrust Short-Term Fund	\$10.03	5.03%	.87 years (317.55 days)	0.000			
CERBT	\$22.53	10.93%		32,139,573			
UBS-CD's, Bonds, Securities-see below							
UBS Investments-General							
Certificates of Deposit (CDs), Bonds & Securities	Price	Yield	Maturity	Shares	Purchase Price	Market Value as of 06/30/24	Duration
1. Freedom First Fed BA US Rate 4.9% (Cusip: 35638CAG4)	\$0.998	4.91%	10/28/2024	248,000	\$248,000.00	\$247,605.68	1.5 yr
2. FHLB Bond-Rate 1.00% Bond (Cusip: 3130APNR2)	\$0.982	1.02%	11/22/2024	250,000	\$250,005.25	\$245,435.00	3 yr
3. Sallie Mae Bank UT US-Rate 1.00% fixed rate CD (Cusip: 795451BA0)	\$0.980	1.02%	12/16/2024	245,000	\$245,000.00	\$240,058.35	3 yr
4. FFCB Bond-Rate 2.19% fixed rate CD (Cusip: 3133ENSK7)	\$0.977	2.24%	3/21/2025	252,000	\$252,000.00	\$246,309.84	3 yr
5. FHLB Bond-Rate 3.00% fixed rate CD (Cusip: 3130ARLN9)	\$0.982	3.05%	4/25/2025	250,000	\$250,005.25	\$245,545.00	3 yr
6. FHLB Bond 4 Yr Step-Up Rate 1.2% Callable 120921 (Cusip: 3130ANRAO)	\$0.968	1.24%	9/9/2025	250,000	\$250,005.25	\$242,015.00	4 yr
7. FHLB Bond-Rate 0.75% PTY 5.05% (Cusip: 3130ALCV4)	\$0.904	0.80%	2/24/2026	2,210,000	\$2,000,099.06	\$2,062,769.80	2 yr, 4 mos
8. FHLB Bond-Rate 0.83% PTY 4.93% (Cusip: 3130AKYH3)	\$0.875	0.92%	2/10/2027	2,280,000	\$1,997,269.69	\$2,066,865.60	3 yr 4 mos
Average	\$0.96	1.90%		\$90,047.25	\$5,492,384.50	\$17,008.44	Accrued Interest
			Total Interest Withdrawals			\$5,613,612.71	
			TOTAL				

UBS Investments-PERC

Certificates of Deposit (CDs), Bonds & Securities	Price	Yield	Maturity	Shares	Purchase Price	Market Value as of 06/30/24	Duration
1. FFCB Bond-Rate 4.25% (Cusip: 3133ENP79)	\$0.997	4.26%	9/26/2024	2,500,000	\$2,473,151.08	\$2,492,825.00	1 yr
2. FHLMC MED TERM NTS-Rate 4.125% (Cusip: 3134GX2P8)	\$0.996	4.14%	9/30/2024	4,000,000	\$4,000,000.00	\$3,984,240.00	2 yr
3. US Treasury Note Rate 2.5% (Cusip: 9128283V0)	\$0.984	2.54%	1/31/2025	1,022,000	\$1,000,454.16	\$1,005,566.24	1 yr
4. Bank of America-Rate 5.4% (Cusip: 06051V5G7)	\$1.001	5.39%	5/22/2025	240,000	\$240,000.00	\$240,223.20	1.5 yr
5. US Treasury Note-Rate .25% (Cusip: 912828ZT0)	\$0.956	5.06%	5/31/2025	2,200,000	\$2,101,670.31	\$2,103,904.00	1 yr
6. Wells Fargo Bank-Rate 5.35% (Cusip: 949764ID7)	\$1.004	5.33%	11/21/2025	240,000	\$240,000.00	\$240,904.80	2 yr
7. US Treasury Note-Rate 0.375% (Cusip: 91282CAZ4)	\$0.938	4.960%	11/30/2025	2,000,000	\$1,827,262.42	\$1,876,260.00	2 yr
8. US Treasury Bill-Rate 3.625% (Cusip: 91282CHB0)	\$0.980	3.700%	5/15/2026	2,137,000	\$2,096,053.08	\$2,093,426.57	2 yr
9. US Treasury Note-Rate 4.125% (Cusip: 91282CHH7)	\$0.989	4.17%	6/15/2026	2,510,000	\$2,499,469.04	\$2,481,285.60	3 yr
10. UBS BK USA-Rate 5.15% (Cusip: 90355GHN9)	\$1.006	5.12%	11/9/2026	240,000	\$240,000.00	\$241,490.40	3 yr
11. Am Ex National Bank-Rate 5.15% (Cusip: 02589AF80)	\$1.006	5.12%	11/9/2026	240,000	\$240,000.00	\$241,423.20	3 yr
12. Morgan Stanley BK N A-Rate 5.15% (Cusip: 61690DGP7)	\$1.006	5.12%	11/9/2026	240,000	\$240,000.00	\$241,423.20	3 yr
13. Morgan Stanley Private Bk-Rate 5.15% (Cusip: 61768EE74)	\$1.006	5.12%	11/9/2026	240,000	\$240,000.00	\$241,423.20	3 yr
14. California Credit Union-Rate 5.5% (Cusip: 130162BE9)	\$1.014	5.43%	11/16/2026	240,000	\$240,000.00	\$243,307.20	3 yr
15. FHLB -Rate 5.4% (Cusip: 3134H1MK6)	\$0.999	5.41%	12/21/2026	2,051,000	\$2,051,000.00	\$2,048,272.17	3 yr
16. US Treasury Bill-Rate 4.125% (Cusip: 91282CKA8)	\$0.989	4.17%	2/15/2027	2,250,000	\$2,248,592.47	\$2,237,360.21	3 yr
17. FHLmc-Rate 5.625% (Cusip: 3134H1TO6)	\$0.999	5.63%	2/22/2027	2,250,000	\$2,250,000.00	\$2,247,615.00	3 yr
18. FFCB Bond-Rate 4.75% (Cusip: 3133EPM1)	\$1.005	4.72%	10/13/2027	2,000,000	\$1,995,036.35	\$2,010,680.00	4 yr
19. Maine Savings-Rate 5.2% (Cusip: 560507AS4)	\$1.013	5.14%	11/8/2027	240,000	\$240,000.00	\$243,002.40	4 yr
20. Empower Fed Credit Union-Rate 5.35% (Cusip: 291916AH7)	\$1.018	5.26%	11/15/2027	240,000	\$240,000.00	\$244,202.40	4 yr
21. Workers Credit Union-Rate 5.35% (Cusip: 98138MCB4)	\$1.017	5.26%	11/15/2027	240,000	\$240,000.00	\$244,173.60	4 yr
22. US Treasury Note-Rate 2.75% (Cusip: 9128283W8)	\$0.943	2.92%	2/15/2028	1,060,000	\$999,925.49	\$999,792.00	4 yr
Average	\$0.89	4.25%					
Total Interest Withdrawals				\$312,528.73	\$27,942,614.40	\$22,879.43	Accrued Interest
TOTAL						\$28,215,679.82	



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2042

To: Board of Directors
From: Betsy Miller, General Manager
Date: August 14, 2024
Subject: Memorandum of Understanding with San Bernardino County

RECOMMENDATION

Approve the Memorandum of Understanding between San Bernardino County and San Bernardino Valley Water Conservation District to create a water-wise demonstration garden at the San Bernardino County Museum in Redlands.

BACKGROUND AND DISCUSSION

The San Bernardino Valley Water Conservation District (District) has supported public education programs on water conservation through a Memorandum of Understanding (MOU) with the Inland Empire Resource Conservation District (IERCD) since 2013. As part of our efforts to expand our opportunities to share practical ways to conserve water with our communities, the District has coordinated with San Bernardino County to develop an MOU to create a water-wise garden on the grounds of the San Bernardino County Museum (Museum) in Redlands. The Museum and the Conservation District both share the mission of promoting conservation values, but unlike the Conservation District headquarters, the Museum grounds provide the opportunity to share the benefits of native, low water gardens with over 80,000 visitors each year. The proposed five-year MOU outlines a partnership between these agencies to develop this opportunity: The District will design and install a water wise garden and associated interpretive signage and learning objectives on Museum grounds, and the County will provide input into the learning objectives and garden design and maintain the garden over time. The MOU covers in-kind services only (including contractors hired by the District), and does not require payment from either party to execute.

FISCAL IMPACT

Approval of the recommended action would not result in costs to the District. However, if the item is approved, the District will pursue a contract with a qualified landscape architect and/or contractor to design and install the garden. It is expected that garden design will occur in FY25 and installation will occur in FY26; however, this schedule may be modified after consultants/contractors are hired. Funds for garden design and partial installation are included in the approved FY25 budget, GL 6060 Outreach.

POTENTIAL MOTIONS

1. Approve the Memorandum of Understanding between San Bernardino County and San Bernardino Valley Water Conservation District.
2. Refer the item to the Outreach Committee for review and recommendation.
3. Table the item to a future meeting for consideration.

ATTACHMENTS

Memorandum of Understanding between San Bernardino County and San Bernardino Valley Water Conservation District

MEMORANDUM OF UNDERSTANDING BETWEEN
SAN BERNARDINO COUNTY
AND
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

WHEREAS, San Bernardino County (hereinafter referred to as “County”) and San Bernardino Valley Water Conservation District (hereinafter referred to as “SBVWCD”) desire to partner to develop and promote conservation values, by creating a water wise garden in the County’s rear native plant garden, as depicted on Exhibit A attached hereto and incorporated herein by reference, at the County’s museum located at 2024 Orange Tree Lane, Redlands, California (the rear native plant garden is hereinafter referred to as the “Premises”).

WHEREAS, SBVWCD is a political subdivision of the State of California formed and existing under Division 21 of the California Water Code Sections 74000 et seq., to replenish the Groundwater Basin with native Santa Ana River water to ensure adequate reliable water supplies for producers within the San Bernardino Valley Water Conservation District.

WHEREAS, the County, which is governed by its Board of Supervisors, operates two museums and five historic sites through its Museums Department, which provides core services including environmental education and outreach throughout San Bernardino County.

WHEREAS, SBVWCD and County are separate organizations with similar interests to provide environmental education and outreach associated with the parties’ respective missions; and

WHEREAS, the parties desire to set forth their respective responsibilities for the water wise garden at the Premises in this Memorandum of Understanding.

NOW THEREFORE, the County and SBVWCD agree to the following:

SECTION I— INTRODUCTION

This Memorandum of Understanding (MOU) defines the responsibilities of SBVWCD and the County for the water wise garden at the Premises. This MOU acknowledges and establishes a working relationship between the two organizations for the purposes of executing tasks designed to facilitate provision of a water wise garden to provide environmental education and outreach services at the Premises.

SECTION II— SERVICES TO BE PERFORMED

- A. SBVWCD agrees, at its sole cost and expense, to provide the following:
 - 1. Designing, developing, and installing a water wise garden of a mutually agreed design at the Premises, which shall be provided through SBVWCD-engaged consultants, trained professional staff, and landscape architects. Installation will be completed and the water wise garden will be open to the public by no later than December 31, 2025.

2. Designing and installing of interpretive signage and learning objectives for printed infographics and outdoor reader rails.

B. County agrees, at its sole cost and expense, to provide the following:

1. The Premises at no rental cost to SBVWCD, which shall be provided in is as is, where-is condition without any representations or warranties regarding its suitability for a water wise garden. County shall pay all utility and water costs for the Premises.
2. Participation by providing input in SBVWCD's obligation of the designing of interpretive signage and learning objectives for printed infographics and outdoor reader rails.
3. Maintenance of the water wise garden in substantially the same condition as existing on installation, reasonable wear and tear, defects, and force majeure excluded.

SECTION III —IN KIND SERVICES & TERM

A. There are no costs due or payable by either party to the other under this MOU and the parties hereby acknowledge and agree that the County-provided Premises and services are of equal value to the SBVWCD-provided services in this MOU.

B. The term of this MOU shall be for five (5) years, commencing on date the last party executes this MOU, provided that the County shall have the right to terminate this MOU at any time during the term by providing SBVWCD with written notice at least thirty (30) days prior to the effective termination date. At the expiration or earlier termination of this MOU, the County shall retain the water wise garden in its then current condition.

C. SBVWCD shall perform all services under the MOU in accordance with all laws applicable to such services, including but not limited to California Public Contract Code 22000 through 22045 regarding bidding procedures and Labor Code Sections 1720.2 and 1770 et seq. regarding general prevailing wages, including, but not limited to, those requirements set forth on Exhibit "D", attached hereto and incorporated herein by reference. SBVWCD shall indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, employees, agents, and contractors from any and all claims, actions, losses, damages and/or liability arising out of or related to a violation of its obligations set forth in this paragraph. SBVWCD's indemnity obligations shall survive the expiration or earlier termination of the MOU and such obligations shall not be limited by the existence or availability of insurance.

SECTION IV —INDEMNIFICATION AND INSURANCE

For the duration of the term of this MOU, SBVWCD shall comply with the requirements set forth in Exhibit B attached hereto and incorporated by reference.

SECTION V - GENERAL PROVISIONS

A. This MOU shall not be assigned by either party, either in whole or in part, without the prior written consent of the other party.

B. This MOU and all terms, conditions and covenants hereto constitute the entire agreement between the parties. No modifications or waiver will be binding unless made in writing and signed by both parties.

C. If any legal action is instituted to enforce or declare any party's rights hereunder, each party, regardless of which party is the prevailing party, must bear its own costs and attorneys' fees. This paragraph will not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable to the County under Exhibit B, Paragraph 11, Indemnification.

D. SBVWCD agrees that it does not have and will not claim at any time any interest or estate of any kind or extent whatsoever in the Premises nor any real property of which the Premises is part, by virtue of this MOU or its use hereunder.

E. SBVWCD recognizes and understands that this MOU may create a possessory interest subject to property taxation and that SBVWCD may be subject to payment of property taxes levied on such interest.

F. The parties acknowledge and agree that this MOU was entered into and intended to be performed in the County of San Bernardino, California and the MOU shall be governed by California laws. The parties agree that the venue for any action or claim brought by any party to this MOU will be the Superior Court of the State of California, County of San Bernardino. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court which would allow them to request or demand a change of venue. If any action or claim concerning this MOU is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, County of San Bernardino.

G. Each party to this MOU represents for itself that the signators executing this MOU on its behalf is fully authorized to enter into this MOU.

H. Political contributions: SBVWCD has disclosed to the County using Exhibit C, whether it has made any campaign contributions of more than \$250 to any member of the County's Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of SBVWCD's proposal to County, or (2) 12 months before the date this Agreement was approved by the County's Board of Supervisors. SBVWCD acknowledges that under Government Code section 84308, SBVWCD is prohibited from making campaign contributions of more than \$250 to any member of the County's Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Agreement. In the event of a proposed amendment to this Agreement, SBVWCD will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County's Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment, Campaign contributions include those made by any agent/person/entity on behalf of the SBVWCD or by a parent, subsidiary or otherwise related business entity of SBVWCD.

I. Either party shall be in default of this MOU if it fails or refuses to perform any material provisions of this MOU and such failure or refusal to perform is not cured within ten (10) days following the defaulting party's receipt of written notice of default from the non-defaulting. If the default is of a nature that it cannot reasonably be cured within ten (10) days, the defaulting party shall not be in default of this MOU if the defaulting party commences to cure the default within said ten (10) days and diligently and in good faith continues to cure the default to completion.

J. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person, shall be in writing and either served personally, delivered by reputable overnight courier, or sent by United States first class mail, postage prepaid, certified or registered, return receipt requested. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed delivered and effective upon the earlier of (i) actual receipt or (ii) the date of delivery or refusal of the addressee to accept delivery if notice is sent by United States mail, postage, prepaid, certified or registered, return receipt requested.

COUNTY: San Bernardino County
<To be added>

SBVWCD: San Bernardino Valley Water Conservation District
1630 West Redlands Blvd., Suite A
Redlands CA 92373

K. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other mail 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.

SAN BERNARDINO COUNTY

**SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel

San Bernardino County, California

By:

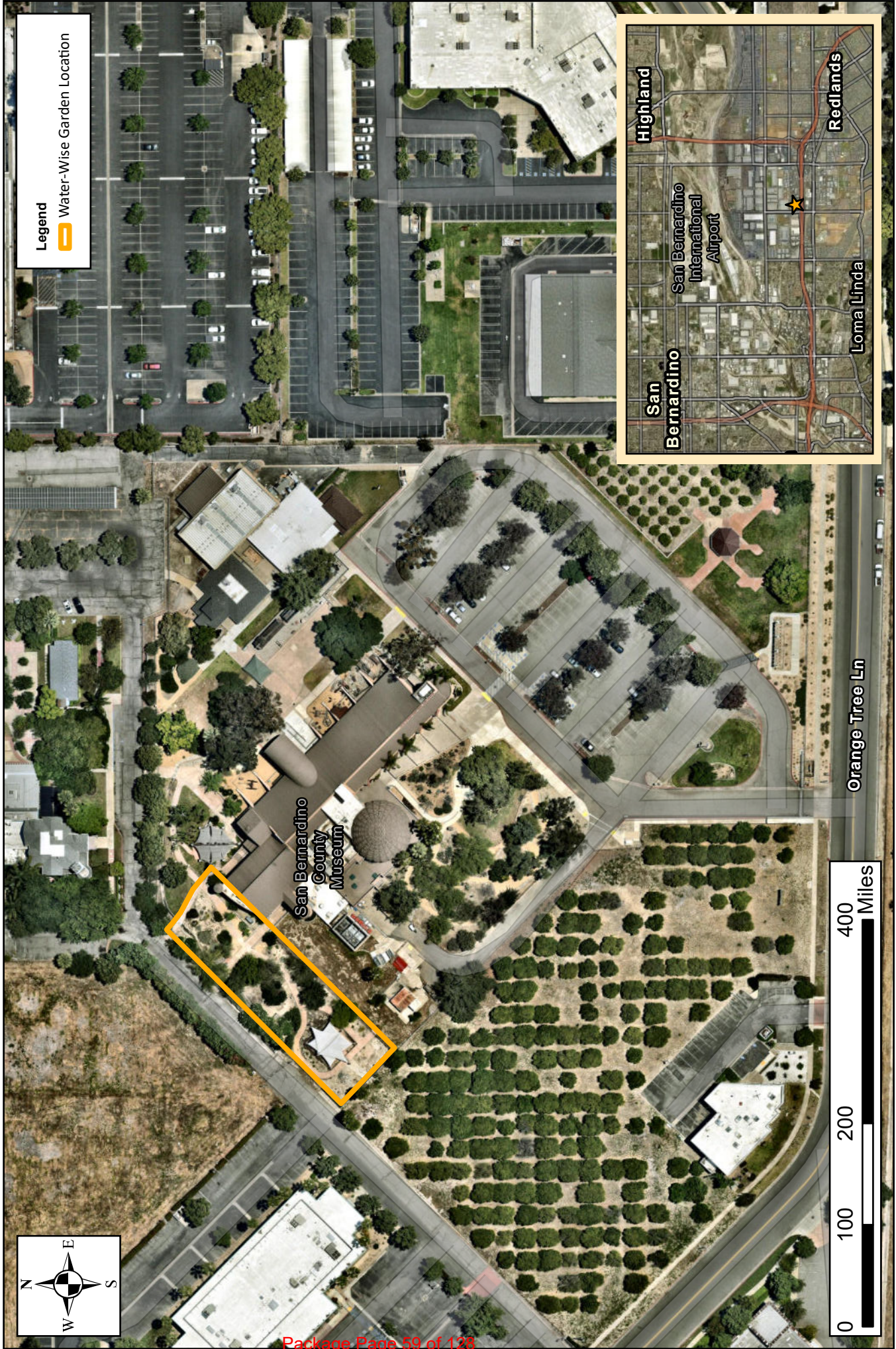
Agnes Cheng, Deputy County
Counsel

Date:

EXHIBIT A
PREMISES

Water-Wise Garden Location Premises

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBWWCD
GIS Contact: Anna Frey
M: Waterwise Garden SB County Museum
August 7, 2024



Legend

- Water-Wise Garden Location

EXHIBIT B

SBVWCD agrees to provide insurance set forth in accordance with the requirements herein. If SBVWCD uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, SBVWCD agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting the indemnity herein provided and in addition thereto, SBVWCD shall secure and maintain throughout the MOU term the following types of insurance with limits as shown:
 - a. Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including employees and volunteers providing services on behalf of SBVWCD and all risks to such persons under this MOU. If SBVWCD has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management. If SBVWCD is a non-profit corporation organized under California or Federal law, volunteers for SBVWCD are required to be covered by Workers' Compensation insurance.
 - b. Commercial/General Liability Insurance – SBVWCD shall carry General Liability Insurance covering all operations performed by or on behalf of SBVWCD providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
 - i. Premises operations and mobile equipment.
 - ii. Products and completed operations.
 - iii. Broad form property damage (including completed operations).
 - iv. Explosion, collapse and underground hazards.
 - v. Personal injury.
 - vi. Contractual liability.
 - vii. \$2,000,000 general aggregate limit.
 - c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence. If SBVWCD is transporting one or more non-employee passengers in performance of MOU services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage

per occurrence. If SBVWCD owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- d. Reserved.
- e. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- f. Professional Liability –Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits
or
Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits
- g. Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the MOU work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after MOU completion.

- 2. **Additional Insured.** All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- 3. **Waiver of Subrogation Rights.** SBVWCD shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit SBVWCD and SBVWCD’s employees or agents from

waiving the right of subrogation prior to a loss or claim. SBVWCD hereby waives all rights of subrogation against the County.

4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. **Severability of Interests.** SBVWCD agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between SBVWCD and the County or between the County and any other insured or additional insured under the policy.
6. **Proof of Coverage.** SBVWCD shall furnish Certificates of Insurance to the County Department administering the MOU evidencing the insurance coverage at the time the MOU is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and SBVWCD shall maintain such insurance from the time SBVWCD commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this MOU, SBVWCD shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. **Acceptability of Insurance Carrier.** Unless otherwise approved by County's Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by County's Risk Management.
9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this MOU does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the MOU or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by SBVWCD or County payments to SBVWCD will be reduced to pay for County purchased insurance.
10. **Insurance Review.** Insurance requirements are subject to periodic review by the County. The County's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever County's Risk Management determines that any of the required insurance is not available, is

unreasonably priced, or is not needed to protect the interests of the County. In addition, if the County's Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the County's Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this MOU. SBVWCD agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11.

SBVWCD agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless the COUNTY and its officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU due to SBVWCD's negligence or willful misconduct. SBVWCD's indemnification obligation shall survive expiration or earlier termination of this MOU. The insurance provisions in Exhibit B shall not be interpreted in a manner that limits the indemnification obligation.

COUNTY agrees to indemnify, defend (with counsel reasonably approved by SBVWCD) and hold harmless SBVWCD, and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this MOU due to COUNTY's negligence or willful misconduct.

In the event SBVWCD and/or the COUNTY is found to be comparatively at fault for any claim, action, loss, damage, and/or liability which results from their respective obligations under this MOU, SBVWCD and/or the COUNTY shall indemnify the other to the extent of its comparative fault.

EXHIBIT "C"
POLITICAL CONTRIBUTIONS

SENATE BILL 1439
SBVWCD INFORMATION REPORT

DEFINITIONS

Actively supporting the matter: (a) Communicate directly, either in person or in writing, with a member of the County's Board of Supervisors or other County-elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] with the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the County's Board or County's employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who is representing a party or a participant in the matter submitted to the County's Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

SBVWCD must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

Name of SBVWCD:

1. Name of Principal (i.e., CEO/President) of SBVWCD, if the individual actively supports the matter and has a financial interest in the decision:
Board President is Melody McDonald.

2. Name of agent of SBVWCD:

Company Name	Agent(s)
N/A	

3. Name of any known lobbyist(s) who actively supports or opposes this matter:

Company Name	Contact
N/A	

4. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board-governed special district.

Company Name	Subcontractor(s):	Principal Agent(s): and//or
<u>Not Yet Known</u>		

5. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes

No

6. Name of any known individuals/companies who are not listed in Questions 1-5, but who may (1) actively support or oppose the matter submitted to the County's Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
Unknown	

7. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County-elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-7?

No If **no**, please skip Question No. 9 and sign and date this form.

Yes If **yes**, please continue to complete this form.

8. Name of County’s Board of Supervisor Member or other County-elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional County Board Members/County-elected officer to whom anyone listed made campaign contributions.

By signing the contract, SBVWCD certifies that the statements made herein are true and correct. SBVWCD understands that the individuals and entities listed in Question Nos. 1-7 are prohibited from making campaign contributions of more than \$250 to any member of the County’s Board of Supervisors or other County-elected officer while award of this contract is being considered and for 12 months after a final decision by the County.

EXHIBIT "D"

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the DISTRICT, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Contractor shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Contractor, or any subcontractor, engaged in the Scope of Work, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Contractor shall, as a penalty, forfeit two hundred dollars (\$200.00) to the DISTRICT for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Contractor or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the DISTRICT. The Contractor shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

- a. Pursuant to California Labor Code section 1776, the Contractor and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Contractor or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
 - ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the DISTRICT, the Division of Labor Standards Enforcement of the DIR;
 - iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the DISTRICT or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the DISTRICT or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor;
 - iv. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the DISTRICT or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Contractor shall inform the DISTRICT of the location of payroll records, including the street address, city and DISTRICT and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Contractor shall have ten (10) days from receipt of the written notice specifying in what respects the Contractor must comply with the above requirements. In the event Contractor does not comply with the requirements of this section within the ten (10) day period, the Contractor shall, as a penalty to the DISTRICT, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Contractor.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Contractor or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Contractor or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Contractor shall pay to the DISTRICT a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Contractor or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Contractor shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
 - i. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all public works projects.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The DISTRICT reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is

\$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

“A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, “contractor” includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal,

provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.

(f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

c. Labor Code section 1771.1 states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code

for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable

by imprisonment in DISTRICT jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.”

d. Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Contractor is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Contractor, subcontractor, vendor or consultant. Included in these requirements is (1) the Contractor’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with California Labor Code section 1777.5 requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*

- iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions

to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

- iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
- v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the Contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the Contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - iii. When the Contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, DISTRICT, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).
 - v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

4. Exemption from Apprenticeship Ratios:

- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2043

To: Board of Directors

**From: David B. Cosgrove, General Counsel
Betsy Miller, General Manager**

Date: August 14, 2024

Subject: Upland Rock Mill Creek Material Processing License

RECOMMENDATION

Approve the Mill Creek Basin Facility Maintenance Material Processing License with Upland Rock.

BACKGROUND AND DISCUSSION

For a number of years, the District has contracted with Upland Rock for the processing of sand, gravel, and rock that is stockpiled in and around the District's spreading basins as part of routine maintenance and cleaning, or material that is stockpiled on District property in connection with the District's cooperation on other projects. These license arrangements allow the District to gain revenue from the processing and sale of materials excavated and otherwise stockpiled from its basin maintenance activities, while simultaneously avoiding the significant clearing and hauling costs (currently approximately \$20/cubic yard) that are incurred in otherwise removing such materials from the Wash area.

On January 11, 2023, the Board approved a renewal of this license for operations solely within the Santa Ana River Groundwater Recharge Facility, where materials processing occurs within a portion of the Borrow Pit.

With the higher-than normal precipitation the region has enjoyed the last two years, basin maintenance needs have escalated. Rock and other materials, particularly in the Mill Creek area that does not have the Seven Oaks dam moderating influences on flows, have accumulated in the District's basins, and under current aggregate market conditions, left the District with marketable materials as a remnant of its otherwise periodic routine basin maintenance practices. Staff has therefore entered into discussions with Upland Rock to attempt to remove these materials from the Mill Creek area in a cost-effective manner, resulting in the license agreement now submitted to the Board for its approval. Upland is already mobilized on other areas of the Wash, and has been timely in payments, and responsive in the field to operational needs and constraints. The proposed license with Upland Rock for the Mill Creek Groundwater Recharge Facility would extend from the approval date of August 14, 2024, though December 31, 2025. The royalty structure, and many of the legal provisions and protections of the license agreement itself, mirror the

District's license with Upland for the Santa Ana site. There are important additional operational restrictions on this Mill Creek license, however, stemming from the locational differences in the premises areas of the two licenses. First, the Mill Creek license includes additional environmental restrictions that are necessary for work occurring outside of the Borrow Pit. There are also special license provision regarding limitation of truck traffic on public rights of way, and a resident complaint logging, reporting, and resolution procedure since rock crushing and associated loading and transport activities will be marginally closer to inhabited areas. Failure to resolve any operational issues resulting in such complaints is included as grounds for revoking the license.

CEQA STATUS AND FINDING OF EXEMPTION

Staff recommends that as part of approval of the Mill Creek License with Upland, the District find that the project is exempt from CEQA review under CEQA Regs. Section 15301, relating the maintenance of existing facilities. That provision exempts from CEQA review: "...operation, repair, maintenance permitting, leasing, licensing, and minor alteration of existing public or private structures, facilities, mechanical equipment, or topographic features, involving negligible or no expansion of existing or former use." Here, the activity Upland is permitted to undertake per the License is limited to previously deposited material in existing basin areas, and rock crushing and stockpiling operations are limited to designated, previously disturbed areas. Haul roads are on existing District maintenance areas and public rights of way, with truck traffic on public rights of way limited to no more than five round trips daily. The processing and removal of material will result in no geographic expansion of the basin boundaries, and the only increase in recharge capacity will be from achieving the design existing efficiency of such basins. Indeed, Section 15301(h) of the exemption lists as a specific example of exempt projects the maintenance of existing water supply reservoirs, leading staff to conclude that this License, and the activity contemplated to be pursued under it, fits well within the intended scope of the CEQA Regulations. Staff recommends that the Board so determine in any approval it may provide to the License.

FISCAL IMPACT

Approval of this item will result in estimated revenue of approximately \$67,000 to GL 4036 Aggregate Maintenance through the duration of the License. The estimated revenue is based on recent monthly revenue from similar work at the District's Santa Ana River Groundwater Recharge Facility; however, actual revenue will be based on materials availability and market demand which may vary over time. In addition, approval of this item could result in an estimated savings of approximately \$4,000,000 to GL 5050 Basin Cleaning, dependent upon the demand for material and the price of hauling.

POTENTIAL MOTIONS

1. Move to approve the attached 2024 "Mill Creek Basin Facility Maintenance Material Processing License" with Upland Rock," and find that doing so is exempt from further CEQA review under Section 15301 of the CEQA Regulations, maintenance of Existing Facilities.
2. Reject the "Mill Creek Basin Facility Maintenance Material Processing License" with Upland Rock," and direct staff to secure quotes for removal of stockpiled material from District property, as necessary or beneficial for groundwater recharge operations.
3. Reject the "Mill Creek Basin Facility Maintenance Material Processing License" and take no further action at this time.

4. Provide other directions to staff.

ATTACHMENTS

Mill Creek Basin Facility Maintenance Material Processing License

MILL CREEK BASIN FACILITY MAINTENANCE MATERIAL PROCESSING LICENSE

THIS MILL CREEK BASIN FACILITY MATERIAL PROCESSING LICENSE (“License”) is made and entered into as of August 14, 2024 by and between the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a California water conservation district formed and operating under the Water Conservation District Law of 1931, Water Code Section 74000, *et seq.* (“District”) and Upland Rock, Inc. (“Licensee”).

SECTION ONE: FUNDAMENTAL LICENSE TERMS

1.1 District hereby issues to Licensee a License to enter upon those portions of real property owned or controlled by District as depicted on the map included as Section 4 hereto and incorporated herein by this reference (“Premises”), for the purpose or activity specified in Paragraph 1.2, subject to all of the terms, conditions, and limitations herein, including the General and Special License Provisions below.

1.2 **Use of Premises:** For and during the term of this License, and any extension or renewal thereof, Licensee shall use the Premises for the following purpose(s) or activity (ies): for the crushing (in indicated locations in Section 4 only), cleaning, sorting, stockpiling (in indicated locations in Section 4 only), and processing of, and sale of, previously excavated sand and gravel material located on the Premises. Such uses may include Licensee bringing such equipment on the Premises as is necessary to accomplish the purposes of the License, provided, however, that any construction of structures, roadways, improvements, or fixtures, apart from transportable and removable equipment or personal property, shall require the prior, written approval of the District. Licensee shall have the ability to sell all processed material in a holdover for up to three months after the expiration of this extension.

1.3 **Term:** This License extends prior agreements written or verbal and shall commence on August 14, 2024, and subject to the provisions of paragraph 1.4 below, shall continue on to December 31, 2025. This License and the Licensee’s rights hereunder may not be extended beyond the Expiration Date unless such extension is set forth in writing and signed by both District and the Licensee. Notwithstanding the foregoing or any other provision of this License, either District or Licensee may terminate this License with or without cause, or for any reason, at any time, by giving the other party a thirty (30) day written notice of termination.

BY PLACING ITS INITIALS HERE, LICENSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE PROVISIONS OF THIS LICENSE THAT ALLOW DISTRICT TO TERMINATE THIS LICENSE AT ANY TIME WITH OR WITHOUT CAUSE AS SET FORTH HEREINABOVE.

Licensee: _____

1.4 **License Consideration:** As consideration for the issuance of this License, Licensee shall pay to District Tonnage License Fees, which fees shall be paid on a per-ton basis for all sand, gravel, or aggregate material sold from the Premises. The Tonnage License Fee shall be paid on a monthly basis, and shall be calculated based on the removal of all sand, gravel, aggregate, or other material processed on the Premises, whether such material originated on the Premises or not, and whether such material was sold directly from the Premises, or exported from

the Premises for sale elsewhere. Licensee shall keep accurate records of any material removed from the Premises, and shall remit the tally of all such material removed, and the corresponding Tonnage License Fees, to District, in writing, and signed under penalty of perjury. District shall have the right at all times, to audit the books and records of Licensee to confirm the accuracy of the tallies of material removed from the Premises, and shall likewise at all times have the right, at its own expense, to have the inspectors or other personnel on site on the Premises during Licensee's operations, to monitor Licensee for compliance with the terms of this License, and for confirmation of the accuracy of the tallies provided by Licensee. Any Monthly Fee for Occupancy of the Premises and the Tonnage License Fee, are collectively referred to herein as the "License Fee."

1.5 **Notices and Payments:** All payments, notices and other writings required to be delivered under this License to either party shall be delivered in accordance with the provisions of Section Two ("General Provisions") to District at the address set forth in Section Two, and to Licensee at the address set forth in this Section One.

1.6 **Attachments:** This License incorporates by reference the following Attachments to this License:

- Section One: Fundamental License Terms
- Section Two: General License Provisions
- Section Three: Special License Provisions
- Section Four: Map of the Premises
- Section Five: Schedule of License Fees

1.7 **Integration:** This License represents the entire understanding of District and Licensee as to the License and all other matters contained herein. No prior oral or written understanding shall be of any force or effect with regard to those matters covered by this License. This License supersedes and cancels any and all previous negotiations, arrangements, agreements or understandings, if any, between the parties, and none shall be used to interpret this License.

IN WITNESS WHEREOF, the parties have executed and entered into this License as of the date first set forth above.

<p>SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT</p> <p>By: _____ Betsy Miller General Manager</p>	<p>By: _____</p> <p>Name: Neal Grabowski Title: President</p> <hr/> <p>Licensee Information:</p> <p>Upland Rock Inc. 8780 119th Street #373 Alta Loma, California 91701 (909) 981-2700</p>
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SECTION TWO:
GENERAL LICENSE PROVISIONS

2.1 Payment of License Fee

2.1.1. Transmittal of Payments: Licensee shall make all License Fee payments on a monthly basis, due and payable on the 20th of each month following the last day of the month being paid (Net 20th of Month) and pay all other sums due under this License, in lawful money of the United States, by check payable to "SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT," and shall personally deliver or mail all payments without any notice or demand to District at the address set forth in Paragraph 2.7.1 below. Licensee assumes all risk of loss or late payment if any payment is made by mail.

2.1.2. No Offsets: All License Fees and other sums due under this License shall be paid without offset or deduction, and shall be deemed payments on account. Neither the payment by Licensee nor the acceptance by District of any License Fee or other sum in an amount which is less than the amount due and payable pursuant to this License, nor the issuance of any statement showing as due and payable an amount less than is properly due and payable pursuant to the terms of this License, shall constitute an agreement by District modifying this License or a waiver of District's right to receive all sums provided for in this License. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord or satisfaction, and District shall accept all checks and payments from Licensee without prejudice to District's right to recover the balance of the amount due or to pursue any other remedy in this License or otherwise provided by law.

2.2 Charges for Delinquent Payment of License Fee

2.2.1. If any payment of any License Fee or any other sum due District is not received by District within ten (10) days after the due date, Licensee shall be deemed delinquent in its License Fee payment and a late charge of one and one-half percent (1.5%) of the delinquent amount, plus the sum of One Hundred Dollars (\$100.00), shall become immediately due and payable to District. An additional charge of one and one-half percent (1.5%) of such delinquent License Fee payment (excluding late charges) shall be added for each additional calendar month (or portion thereof) that the delinquent sum remains unpaid.

2.2.2. Licensee and District hereby acknowledge and agree that such late charges do not represent and shall not be deemed to be an interest payment, but that such late charges represent a fair and reasonable estimate of the costs and expenses that District will incur by reason of Licensee's late payment.

2.2.3. Acceptance by District of any delinquent License Fee payment or late charge shall in no way constitute a waiver of Licensee's default with respect to such overdue and delinquent payment, or in any way impair, prevent or restrict District from exercising any of its rights or remedies set forth in this License or otherwise provided at law.

2.3 Use of Premises

2.3.1. Conditions of Use: For and during the term of this License, and any extension or renewal thereof, Licensee's use of the Premises shall be subject to the following conditions, covenants and restrictions:

2.3.1.1 Except as provided in this License, the Premises shall be used only for the purposes specified in Paragraph 1.2 above, and the Premises shall not be used for any other use or purpose whatsoever, without the prior written consent of District.

2.3.1.2 Licensee shall not cause, permit or suffer any "hazardous material," "hazardous waste," or "hazardous chemicals" as those terms are used in CERCLA (42 U.S.C. § 9061(14)) or SARA (42 U.S.C. § 11021(E)) or any Federal, State or local environmental law, statute, ordinance, regulation or order, or otherwise determined by District, to be brought upon, left, used or abandoned on the Premises, including but not limited to asphalt, scrap, metal, tires, trash or other waste.

2.3.1.3 Licensee shall not maintain, commit or permit the maintenance or commission of any waste or any nuisance (as defined in California Civil Code section 3479) on the Premises, and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

2.3.1.4 District or its authorized representative shall have the right at all reasonable times to enter upon the Premises and inspect the general condition of the Premises to determine if Licensee is complying with the terms, conditions, requirements and provisions of this License.

2.3.2. Utilities and Services: Licensee shall be solely responsible for obtaining all required utility service and for the payment of all utility charges, including but not limited to water and power, supplied to the Premises.

2.3.3. Permits and Approvals: Licensee shall obtain at its own sole cost and expense, any and all governmental permits, approvals, licenses or other authorizations which may be required in connection with the use of the Premises as set forth in this License, including but not limited to approvals for business licenses, use permits, or any approvals that may be required under the California Environmental Quality Act, Surface Mining and Reclamation Act, any rules or restrictions relating to environmental protection or protection of endangered species, or other provision of law. Licensee shall maintain active valid California Contractors licenses for the type of work performed. No approval or consent given under this License by District shall affect or limit Licensee's obligations hereunder, nor shall any approvals or consents given by District, in its capacity as a party to this License, be deemed to be approval as to compliance or conformance with any applicable governmental codes, laws, orders, rules or regulations.

2.4 Insurance: Without limiting Licensee's indemnification obligations, Licensee shall not enter or occupy the Premises until Licensee has obtained all of the insurance required herein from a company or companies acceptable to District, and Licensee shall maintain all such insurance in full force and effect at all times during the term of this License and any extension or renewal thereof. Insurance shall be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by District.

2.4.1. Licensee shall at a minimum take out and maintain the following insurance:

2.4.1.1 Workers' Compensation and Employer's Liability Insurance:

Licensee shall cover or insure under the applicable laws relating to workers' compensation insurance all of its employees working on or about the Premises, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Licensee shall provide worker's compensation insurance and employer's liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence. Such policy of workers compensation insurance shall contain the following separate endorsements:

(a) "Insurer waives all rights of subrogation against the San Bernardino Valley Water Conservation District, its officers, directors, employees, representatives and volunteers."

(b) "This insurance policy shall not be suspended, voided, reduced in coverage or in limits, cancelled, limited, non-renewed or materially changed for any reason by the insurer until thirty (30) days after receipt by the San Bernardino Valley Water Conservation District of a written notice of such cancellation, limitation or reduction of coverage."

2.4.1.2 Commercial General Liability Insurance providing coverage in the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury, Personal Injury or Death and Property.

(b) Damage Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 0001).

(c) If Commercial General Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to District), or the general aggregate limit shall be twice the required occurrence limit.

2.4.1.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, leased, hired, and borrowed automobiles and similar vehicles, providing the following minimum limits:

(a) Combined single limit of One Million Dollars (\$1,000,000) per occurrence for Bodily Injury or Death and Property Damage.

(b) Coverage shall be at least as broad as Insurance Services Office (ISO) Business and Auto Coverage (Form CA 0001) covering any auto.

2.4.2. Endorsements: The policies of liability insurance provided for in Paragraphs 2.4.1.2 and 2.4.1.3 shall specify that this specific License is insured and that coverage for injury to participants resulting from Licensee's activities is not excluded, and shall be in a form satisfactory to District and contain the following separate endorsements:

(a) “The San Bernardino Valley Water Conservation District, its officers, directors, employees, representatives and volunteers, are declared to be additional insureds on all of the above policies with respects to the operations and activities of the named insured at or from the premises of the San Bernardino Valley Water Conservation District. The coverage shall contain no special limitations on the scope of protection afforded to the San Bernardino Valley Water Conservation District, its officers, directors, employees, representatives and volunteers.”

(b) “This insurance policy shall not be suspended, voided, reduced in coverage or in limits, canceled, limited, non-renewed, or materially changed for any reason until thirty (30) days after receipt by the San Bernardino Valley Water Conservation District of a written notice of such cancellation, limitation or reduction of coverage.”

(c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; the San Bernardino Valley Water Conservation District shall not be liable for the payment of premiums or assessments on this policy.”

(d) “Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the San Bernardino Valley Water Conservation District, its officers, directors, employees, representatives, or volunteers.”

(e) “This insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.”

2.4.3. Evidence of Coverage: Licensee shall at the time of the execution of the License present to District the original policies of insurance required by this Paragraph 2.4 or a certificate of the insurance, with separate endorsements (Insurance Services Office Form CG 2026, or equivalent), showing the issuance of such insurance and the additional insured and other provisions and endorsements required herein and copies of all endorsements signed by the insurer’s representative. All policies shall contain the Licensee’s name and location of the Premises on the certificate. At least thirty (30) days prior to the expiration of any such policy, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with District. Licensee’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

2.4.4. Review of Coverage: District shall have the right at any time to review the coverage, form, and limits of insurance required under this License. If, in the sole and absolute discretion of District, the insurance provisions in this License do not provide adequate protection for District, District shall have the right to require Licensee to obtain insurance sufficient in coverage, form and limits to provide adequate protection and Licensee shall promptly comply with any such requirement. District’s requirements shall not be unreasonable, but shall be adequate in the sole opinion of District to protect against the kind and extent of risks which may exist at the time a change of insurance is required, or thereafter.

2.4.5. Deductibles: Any and all deductibles must be declared and approved by District prior to execution of this License.

2.4.6. License Contingent Upon Coverage: Notwithstanding any other provision of this License, this License shall be null and void at all times when the above-referenced original policies of insurance or Certificate of Insurance or Renewal Certificates or Endorsements are not on file with District.

2.5 Indemnification

2.5.1. District Not Liable: District shall not be liable at any time for any loss, damage or injury whatsoever to the person or property of any person or entity whatsoever, including but not limited to any employee, agent or contractor of Licensee, resulting from or arising out of any act or omission of Licensee or of any person or entity holding under Licensee, or the occupancy or use of the Premises or any part thereof by or under Licensee, the physical condition or state of the Premises, or any act or omission in the exercise of any right or the performance of any obligation under this License, or directly or indirectly from any state or condition of the Premises, or any part thereof.

2.5.2. Indemnification: Irrespective of any insurance carried by Licensee for the benefit of District, and notwithstanding any other provision or statement of precedence of this License to the contrary, Licensee shall indemnify and hold District, its officers, directors, employees, representatives and volunteers (collectively "District Personnel") harmless from and against any and all actions, claims, demands, judgments, attorneys fees, costs, damages to persons or property, penalties, obligations, expenses or liabilities of any kind that may be asserted or claimed by any person or entity (including, but not limited to, any employee, agent or contractor of Licensee) in any way arising out of or in connection with this License, the operations carried on by Licensee on the Premises or any lands to which Licensee has access hereunder, or the occupation or use of the Premises by Licensee or any person or entity holding under Licensee (collectively, "Claims"), whether or not there is concurrent active or passive negligence on the part of District, and/or acts for which the District would be held strictly liable, but excluding the sole active negligence or willful misconduct of District. In connection therewith:

2.5.2.1 Licensee shall defend and hold District and District Personnel harmless from any and all Claims, whether caused in whole or in part by District's active or passive negligence, and/or acts for which District and/or District Personnel would be held strictly liable, but excluding any Claim that results from the sole active negligence or willful misconduct of District or District Personnel; and Licensee shall pay all expenses and costs, including attorneys' fees, incurred in connection therewith.

2.5.2.2 Licensee shall promptly pay any judgment rendered against Licensee or District covering any Claim, and hold and save District and District Personnel harmless therefrom, whether such Claim was caused in whole or in part by District and/or District Personnel's active or passive negligence, and/or acts for which District and/or District Personnel would be held strictly liable, but excluding the sole active negligence and willful misconduct of District and/or District Personnel.

2.5.2.3 In the event District is made a party to any action or proceeding filed or prosecuted for or arising out of or in connection with any Claim, Licensee shall pay to District any and all costs and expenses incurred by District in any such action or proceeding, together with reasonable attorneys' fees.

2.5.2.4 All of the indemnity obligations of Licensee under this Paragraph 2.5.2, or as otherwise set forth in this License, shall survive the expiration or earlier termination of this License.

2.6 Legal Relations and Responsibilities

2.6.1. Nature of Relationship: District and Licensee understand and agree that the only relationship between them created by this License is that of Licensor and Licensee, and that this License is a revocable license and not a lease, profit a prendre, or any other interest in the Premises, and does not create, and shall not be construed to create, any agency, partnership, joint venture, landlord-tenant or other relationship between District and Licensee.

2.6.2. Compliance with Laws: Licensee shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the activities of Licensee under this License, or the possession or use of the Premises by Licensee, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Licensee shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, District, its officers, directors, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by Licensee or any person or entity holding under Licensee.

2.6.3. Assignment: The License granted hereby is personal to Licensee and any assignment of said License by Licensee, voluntarily or by operation of law, shall automatically terminate this License, unless Licensee has obtained the prior written consent of District, which may be withheld, in its sole and absolute discretion, for any reason or no reason at all.

2.6.4. Acknowledgment of District's Title: Licensee hereby acknowledges the title of District in and to the Premises, including the real property fixtures and improvements existing or erected thereon, and Licensee hereby covenants and promises never to assail, contest or resist District's title to the Premises.

2.6.5. Liens: Licensee shall maintain the Premises free from and clear of any claims, obligations, liabilities, liens, encumbrances and charges, including but not limited to any claims, liens or charges arising out of or in connection with the furnishing of materials or the performance of labor on the Premises. Licensee further shall protect and indemnify District and the Premises from and hold them, and each of them, harmless against any and all such claims, obligations, liabilities, liens, encumbrances and charges.

2.6.6. Taxation: A possessory interest subject to property taxation may be created by this License. It is understood and agreed that if such a possessory interest is created, Licensee shall be responsible for the payment of all property taxes levied on such interest, and that District shall have no responsibility therefor. Licensee shall be solely responsible for any second allotted taxes or charges that may be revised or imposed on Licensee's activities taken hereunder, including any severance or other taxes.

2.6.7. Condemnation. In the event the Premises or any portion of the Premises is acquired under the power of eminent domain, or transferred by way of negotiated agreement in lieu of, or under threat of eminent domain, District shall receive and be entitled to all just compensation that may be awarded for the taking, including but not limited to just compensation for the property taken, any damage for injury to the remainder, and damage for any loss of

business goodwill, excepting only damages or compensation specifically awarded for any relocation benefits that may be available to Licensee, and any compensation for tangible personal property losses or improvements pertaining to the realty owned by Licensee, all of which shall be recoverable by Licensee.

2.6.8. District's Reservations

2.6.8.1 District hereby reserves the right to grant easements and rights-of-way for pole or tower lines for transmission of electricity, and easements, leases and rights-of-way for telephone, telegraph, telecommunication facilities, gas, water, sewer and oil lines, for roads and highways, and for other similar uses over and across the Premises at any location or locations within the Premises. In the event Licensee determines that the granting or exercise of any such easement, lease, or right-of-way significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon no less than ten (10) days written notice to District, without further damage claim or other remedy against District. Licensee shall not interfere with any easements or rights-of-way pertaining to or affecting the Premises.

2.6.8.2 District hereby reserves the right to sell, transfer or otherwise dispose of any portion of the Premises at any time. In the event of such sale, transfer or disposition, and notwithstanding any other provision of this License, this License shall, upon the close of escrow or the conveyance of title, terminate as to the portions of the Premises sold, transferred or disposed of, and Licensee shall release the same from the terms of this License and from any encumbrance which results from this License, and immediately remove all of Licensee's equipment or improvement thereon, and shall promptly quit the Premises, in accordance with Sections 2.6.9 and 2.6.10 below.

2.6.8.3 District reserves the right unto itself to perform any and all work involved in protecting, replenishing and/or conserving the basin groundwater supply and any other work necessary to the functions or purposes of District, as set forth in the Water Conservation District Law of 1931, as amended, Water Code Section 74000, *et seq.*, upon any portion, or all, of the Premises, at any time. Such work may be performed without incurring any liability of any nature whatsoever to Licensee and Licensee hereby releases District from, and covenants not to sue District for, any such liability. District further reserves unto itself the rights of ingress and egress over all or any portion of the Premises.

2.6.8.4 This License is nonexclusive. A portion or all of the Premises may be subject to preexisting licenses or other encumbrances, and the District hereby reserves the right to issue licenses to third parties for joint usage of any portion of the Premises for any period of time during the term of this License. The District may issue such licenses without incurring any liability of any nature whatsoever to Licensee and Licensee hereby releases District from, and covenants not to sue District for, any such liability. In the event Licensee determines that the granting or exercise of any said license significantly interferes with Licensee's possession or use of the Premises, Licensee's only remedy shall be to terminate this License upon no less than ten (10) days written notice to District.

2.6.9. Surrender of Possession: At the expiration or termination of this License, whether with or without cause, Licensee shall promptly quit and surrender the Premises in a good state of repair, and shall remove any and all fixtures, structures, equipment, or fixtures placed on the Premises by Licensee, at Licensee's sole cost and expense.

2.6.10. Disposition of Abandoned Property: If Licensee abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property left on the Premises for fifteen (15) or more days after such event shall at District's option, be deemed to have been abandoned and transferred to District. District shall have the right to remove and dispose of any and all such property without liability therefor to Licensee or to any person or entity claiming under Licensee, and District shall have no duty to account for such property. Licensee agrees to reimburse District for any and all costs associated with District transferring or disposing of Licensee's personal property pursuant to this Section.

2.6.11. Premises "As-Is": Licensee acknowledges that the Premises are being provided to Licensee on an "as-is" basis, and Licensee takes and occupies the Premises without reliance upon any representation by District, or any of its officers, employees, agents or representatives, or any other person, concerning the Premises, its state of title or fitness for Licensee's intended use or any other particular purpose of use, their income-producing history, potential or capabilities, their value, or any other promise, representation or inducement not expressly set forth in this License.

2.6.12. Disputes: In the event that any action is commenced by a party to this License against the other to enforce its rights or obligations arising from this License or seeking to interpret this License, the prevailing party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, plus reasonable attorneys' fees. Should District be named in any suit brought by any third party against Licensee in connection with or in any way arising out of Licensee's occupancy or use of the Premises under this License, Licensee shall pay to District its costs and expenses incurred in such suit, including reasonable attorneys' fees.

2.6.13. No Obligation to Third Parties: Execution and issuance of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than District and Licensee.

2.6.14. Waiver: Any waiver by any party of a breach of any provision of this License shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision hereof.

2.6.15. District's Liability on Termination: Licensee hereby waives all damages or claims for damage that may be caused by any action of District in terminating this License (either with or without cause), or taking possession of the Premises as provided in this License or at law, and Licensee waives all claims for damages to or loss of such property of Licensee as may be in or upon the Premises upon the termination of this License.

2.7 Miscellaneous

2.7.1. Notices: Any notice, payment or instrument required or permitted to be given or delivered by this License may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows:

If to District: SAN BERNARDINO VALLEY WATER CONSERVATION
DISTRICT
1630 West Redlands Blvd., Suite A

Redlands, California 92373
Attn: General Manager

If to Licensee: Upland Rock, Inc.
8780 19th St., #373
Alta Loma, CA 91701

or such other person or address as either party may direct in writing to the other; provided, however, that such new or different person or address shall not become effective until acknowledged in writing by the party to who directed. Except where service is by personal delivery or by registered or certified mail, return receipt requested, service of any instrument or writing shall be deemed completed forty-eight (48) hours after deposit in a United States mail depository.

2.7.2. Warranty of Authority: Each officer of District and Licensee affixing his or her signature to this License warrants and represents by such signature that he or she has the full legal authority to bind his or her respective party to all of the terms, conditions and provisions of this License, that his or her respective party has the full legal right, power, capacity and authority to enter into this License and perform all of its provisions and obligations, and that no other approvals or consents are necessary in connection therewith.

2.7.3. Headings: The titles and headings of Sections and Paragraphs of this License, as herein set forth, have been inserted for the sake of convenience only, and are not to be taken, deemed or construed to be any part of the terms, covenants or conditions of this License, or to control, limit or modify any of the terms, covenants or conditions hereof.

2.7.4. Time of Essence: Time is of the essence of this License. Failure to comply with any requirement, including but not limited to any time requirement, of this License shall constitute a material breach of this License.

2.7.5. Construction and Amendment: This License shall be construed, interpreted, governed and enforced in all respects according to the laws of the State of California and as if drafted by both District and Licensee. No amendment, change or modification of this document shall be valid unless in writing, stating that it amends, changes or modifies this License, and signed by all of the parties hereto.

2.7.6. Successors: Subject to the provisions of Paragraph 2.6.3 above, this License, and all of the terms, conditions and provisions herein, shall inure to the benefit of, and be binding upon, District, Licensee, and their respective successors and assigns.

2.7.7. Partial Invalidity: If any term, covenant, condition or provision of this License is held by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, condition or provision contained in this License.

2.7.8. Further Assurances: Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

2.7.9. Precedence: In the event of any conflict between Parts of this License, Part I shall prevail over Parts II, III and IV, and Part III shall prevail over Part II.

[END GENERAL LICENSE PROVISIONS]

SECTION THREE:
SPECIAL LICENSE PROVISIONS

3.1 Processed material and/or aggregate on the Premises shall remain the property of District until such time as it is sold or exported from the Premises, in such a way as to be subject to the License Fee.

3.2 Licensee shall furnish its own equipment for the processing of material from the Premises.

3.3 Licensee shall at all times control dust created during Licensee's use of the Premises. Dust control shall be by watering the area where dust may be created and Licensee shall have a water truck on the Premises at all times to carry out the intent of this paragraph. Licensee is responsible for obtaining its own water supply at its own cost and expense.

3.4 Licensee shall not deposit material or aggregates, including sand gravel and rock, on any public roadway(s) or District maintenance roads, and shall be responsible for cleaning such roadway(s) of any such material or aggregates. In the event that Licensee fails to comply with this paragraph and the responsible City, the County of San Bernardino, or Santa Ana Regional Water Quality Control Board requires the District to remove said material or aggregates, District shall invoice Licensee for any cost incurred plus 10% for administrative cost.

3.5 Licensee may only process material between the hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays.

3.6 Licensee shall only process excavated and stockpiled materials from designated areas at surface grade level. Licensee shall not operate outside premises without written prior approval of the District.

3.7 Licensee shall limit all of its activities under this License to the period beginning August 1 through the succeeding February 28 of such years when this License is active.

3.8 Licensee shall limit rock crushing and associated activity to the bottoms of existing District recharge basins, once dry; Licensee shall not engage in any vegetation disturbance or clearing as a part of, or related to, any rock crushing, loading, or transportation activities; rock crushing and loading shall be limited to the two locations identified in Section 4.

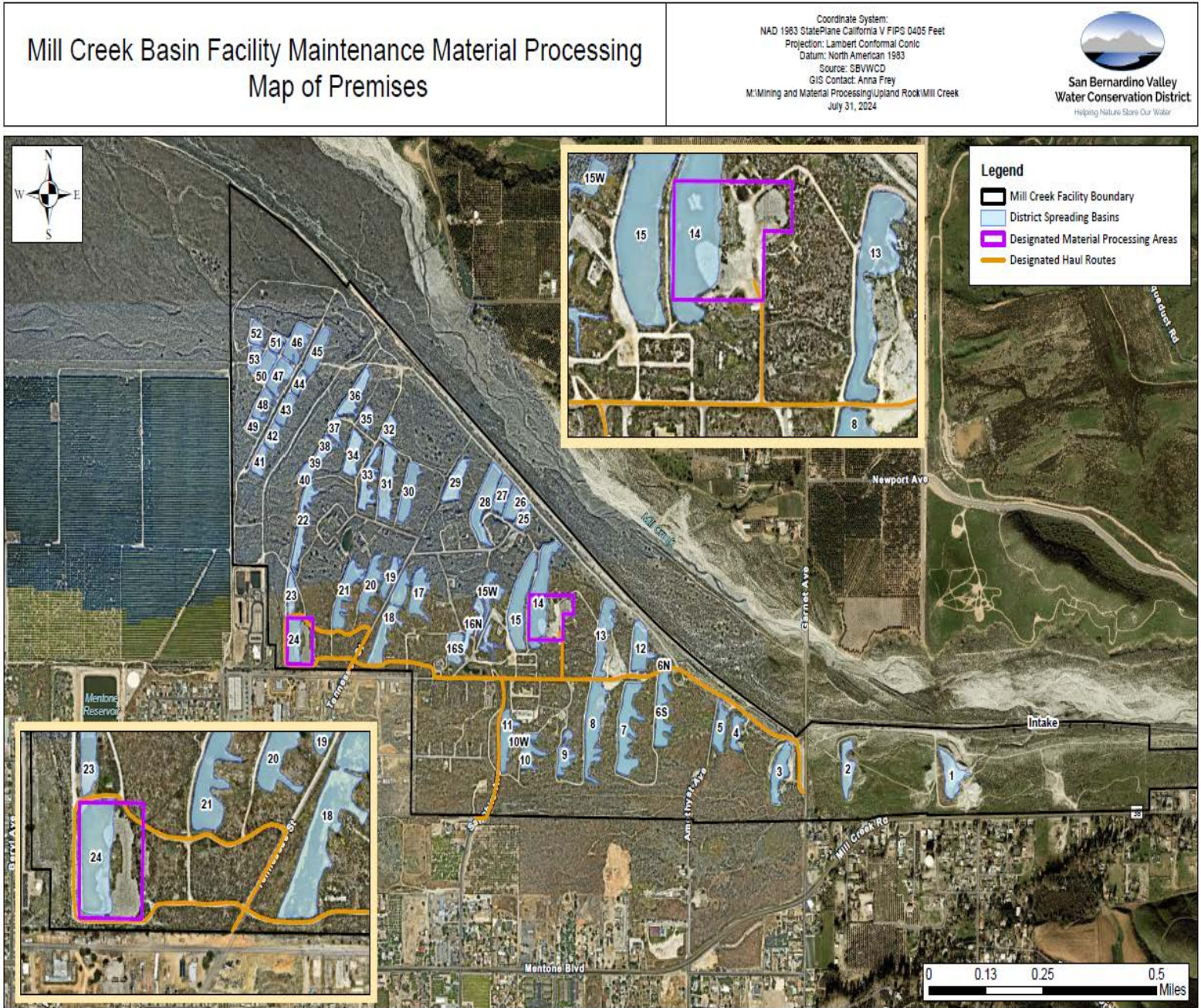
3.9 Licensee shall keep a complete record of any noise, dust, or other complaints received regarding its operations under this License, and shall use its best efforts to respond to such complaints promptly, and resolve them to the best of Licensee's ability. Licensee shall provide notice to District of the receipt of any such complaint as soon as it is received and shall promptly report to the District all actions Licensee has taken to resolve such complaints. Failure by Licensee to timely respond to, or adequately address, any such complaints shall be grounds for District to terminate this License.

3.10 Truck trips generated by Licensee's hauling of materials under this License on public rights of way shall be limited to no more than five (5) round trips daily on Sapphire Avenue, and on other public rights of way as may be specified in advance between Licensee and District. For hauling over areas that are not public rights of way, License shall be limited to existing

maintenance roads and other defined haul routes, and not involve any expansion, extension, or new disturbances of ground surface. All truck trips generated by Licensee's hauling of materials occurring under this License shall be limited to such routes over such public rights of way and existing maintenance roads and haul routes as may be specified in writing by District, and shall be limited to routes to and from specified loading locations as agreed upon by the District and Licensee prior to the start of loading activities.

SECTION FOUR: MAP OF THE PREMISES

The Premises are show on the attached maps. The Licensee may operate in Material Processing Areas designated on this map.



[END MAP OF THE PREMISES]

**SECTION FIVE:
SCHEDULE OF LICENSE FEES**

1.	Native Material (per load)	<u>50% of Fee received</u>
2.	Fill Sand	<u>\$0.0/ton</u>
3.	Aggregate less than 1"	<u>\$0.50/ton</u>
4.	Aggregate 1" to 4"	<u>\$0.50/ton</u>
5.	Aggregate 4" to 12"	<u>\$1.50/ton</u>
6.	Boulders (4' or larger)	<u>\$1.50/ton</u>
7.	Class 5 Boulders (1'-4')	<u>\$1.00/ton</u>

*The price per ton for the royalties can be adjusted up or down due to the market condition and as agreed upon between SBVWCD and Upland Rock. Should total license fees fall below \$500 per month for any given month, an additional premises fee of \$500 shall be due and owing by Licensee to District for that month.



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2044

To: Board of Directors

From: Milan Mitrovich, Land Resources Manager

Date: August 14, 2024

Subject: Professional Services Agreement for On-Call Biological Services with Mikael Romich

RECOMMENDATION

Approve a Contract Services Agreement for Professional Services (Agreement) with Origin Biological (Consultant) for on-call biological services at an amount not-to-exceed \$112,000.

BACKGROUND AND DISCUSSION

The District workplan for FY25 includes endangered species surveys and other environmental tasks in support of the Wash Plan implementation, the draft Mill Creek Conservation Benefit Agreement (formerly Safe Harbor Agreement), and contracted work in support of SBCTA’s SR 210 Mixed Flow Addition Project:

Program	Board Approval	Project Tasks
Upper Santa Ana River Wash Habitat Conservation Plan	July 8, 2020	Year 4 of annual SBKR monitoring
Upper Santa Ana River Wash Habitat Conservation Plan	July 8, 2020	Year 4 of annual CAGN monitoring
Upper Santa Ana River Wash Habitat Conservation Plan	July 8, 2020	CAGN nest monitoring
Community Mitigation Program	February 10, 2021	Year 4 of 5 post-construction SBKR monitoring for SBCTA
Mill Creek Groundwater Recharge Facilities Permitting	November 10, 2021	Year 1 SBKR surveys
Mill Creek Groundwater Recharge Facilities Safe Harbor Agreement	November 10, 2021	Year 2 of annual CAGN monitoring
Mill Creek Groundwater Recharge Facilities Safe Harbor Agreement	November 10, 2021	CAGN nest monitoring

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:
Hillary Jenkins

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

To complete these tasks efficiently and effectively, the District recommends retaining Origin Biological to conduct surveys meeting U.S. Fish and Wildlife Service and California Department of Fish and Wildlife protocols for San Bernardino kangaroo rat and California gnatcatcher. In addition to field surveys, each task includes participation in coordination meetings, quality assurance review of collected data, and preparation of associated reports. In addition, eleven percent (\$12,655) of the contract is reserved for as-needed tasks that may arise for these or other District programs throughout the fiscal year.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$112,000 from the approved FY25 budget as shown in the table below.

Task	Cost	Approved FY25 Budget
Year 4 SBKR Trapping – Wash Plan Preserve	\$40,275	GL 5123 Wash Plan Implementation (funded by Wash Plan endowment interest)
Year 4 CAGN Surveys – Wash Plan Preserve	\$7,420	GL 5123 Wash Plan Implementation (funded by Wash Plan endowment interest)
CAGN Nest Monitoring – Wash Plan Preserve	\$7,280	GL 5123 Wash Plan Implementation (funded by Wash Plan endowment interest)
Year 4 SBKR Trapping – SBCTA SR 210 Mixed Flow Addition Project	\$8,500	GL 5120 Professional Services (funded by SBCTA SR 210 wasting endowment)
SBKR Trapping – Mill Creek	\$15,350	Capital GL 7151 Mill Creek Permitting CIP
CAGN Surveys – Mill Creek	\$9,600	Capital GL 7151 Mill Creek Permitting CIP
CAGN Nest Monitoring – Mill Creek	\$10,920	Capital GL 7151 Mill Creek Permitting CIP
As Needed Services	\$12,655	GL 5120 Professional Services or other depending on task
Total	\$112,000	

POTENTIAL MOTIONS

1. Authorize the Contract Services Agreement for Professional Services (Agreement) with Origin Biological (Consultant) for biological services at an amount not-to-exceed \$112,000.
2. Move to table consideration of the issue and request the Finance & Administration Committee review and provide a recommendation.
3. Table the item to a future meeting for consideration.

ATTACHMENTS

Contract Services Agreement for Professional Services: Professional Services Agreement for On-Call Biological Services by and between the San Bernardino Valley Water Conservation District and Origin Biological

CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR ON-CALL BIOLOGICAL SERVICES ("Agreement") by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Special District ("SBVWCD" or "District"), and **ORIGIN BIOLOGICAL** ("Consultant"), is effective upon the later date on which this Agreement is signed by District and Consultant ("Effective Date").

NOW THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall provide as needed, on-call biological services that include biological surveys, reporting, scope development, grant support, construction monitoring, mitigation implementation and other biological tasks, as assigned on a nonexclusive basis. The scope of each individual task shall be as specified by District, and to reporting or performance standards as specified by District, consistent with Consultant's professional qualifications and experience, and to no less a standard than those prevailing among professionals in Consultant's field. Such services shall be in support of the Wash Plan HCP, permitting of operations and maintenance activities implemented by the District, Community Mitigation Program, and San Bernardino Valley Conservation Trust needs. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner.

1.2 Authorization to Begin, Schedule and Retention Term. Consultant's term to begin work or services, shall initiate upon receipt of a Notice to Proceed by District. Further, no work or services other than that described in the Scope of Services shall be initiated by the Consultant without written authorization of the District and documented as a Change Order to this agreement.

1.3 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with applicable ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State, or local governmental agency of competent jurisdiction.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be paid on an hourly basis at a rate of \$100.00 per hour, plus approved expenses and direct costs in an amount not to exceed a total of one-hundred-twelve thousand dollars (\$112,000.00).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this

Agreement, the Consultant shall be paid monthly as work is completed for tasks described in the Scope of Services, under submission of an invoice, provided that prior to payment of the final invoice, all work authorized by the District shall be completed including delivery of final documentation.

2.3 Content of Invoices. Each invoice submitted by the Consultant shall reflect the amount of time; a detailed narrative description of the work performed within that time by each employee or sub-consultant for each task, and any materials or other direct costs. Invoices without this information shall not be paid. Invoices shall be submitted by Consultant to District no less than quarterly.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant Mikael Romich is hereby designated as the principal representative of the Consultant, authorized under all applicable laws to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith.

3.2 Contract Officer. The General Manager is hereby designated as the representative of the District, authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The District designates Milan Mitrovich as Project Manager, who is authorized to direct work of the Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part Consulting Work required of Consultant herein without the prior express written approval of the District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of the District. Any such prohibited assignment or transfer shall be void.

3.4 Independent Consultant. Consultant shall perform all work and services required herein as an independent contractor of the District and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

4.1-01 Workers' Compensation Insurance. By signature hereunder, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant will comply with such provisions before commencing the performance or the work of this Agreement.

4.1-02 Workers' Compensation and Employer's Liability Insurance. The

Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers compensation insurance, each of their employees involved in any way in carrying out the work contemplated under this Agreement, all in accordance with the Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

4.1-03 Liability Insurance. The Consultant shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance:

4.1-03.01 Coverage. Coverage shall be at least as broad as the following:

Commercial General Liability Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

Professional Liability. Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omission in the amount of one million dollars (\$1,000,000) per claim and annual aggregate.

4.1-03.02 Required Provisions. The policies specified in Section 4.1-03.01 is to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to the District.

4.1-03.03 Required Format. All of the liability insurance shall be provided on policy forms satisfactory to the District. All insurance correspondence, notations, certificates, or other documents from the insurance carrier or agent/broker shall each separately reference the District project number.

4.1-03.04 Deductibles and Self-Insured Retention. Any deductible or self-insurance retention must be declared to and approved by the District. At the option of the District, the insurer shall reduce or eliminate such deductibles or self-insured retention.

4.1-03.05 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A-VII or equivalent or as otherwise approved by the District.

4.1-03.06 Evidences and Cancellation of Insurance. Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance satisfactory to the District. The insurer will give by U.S. mail written notice to the District at least thirty (30) days prior to the effective date of any cancellation, except for nonpayment of premium for which ten (10) days prior written notice will be given. The Consultant shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts of payment of

premiums thereon.

4.1-03.07 Errors and Omissions/Professional Negligence. Consultant shall procure and maintain errors and omissions insurance, or professional liability insurance, at all times this Agreement is in effect, covering the services to be provided hereunder in the amount of one million dollars per claim and annual aggregate.

4.1-03.08 Sub-Consultants. In the event that Consultant employs other consultants as part of the services covered by this Agreement, consistent with Section 3.3 above, it shall be the Consultant's responsibility to confirm that each sub-consultant meets the minimum insurance requirements specified above.

4.2 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless and defend the District, its directors, officers, employees, or designated volunteers, and each of them from and against:

4.2-01 Any and all claims, demands, lawsuits, or causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including District and/or Consultant, or any directors, officers, employees or designated volunteers of District or Consultant, and damages to or destruction of property of any person, including but not limited to, District and/or Consultant and their directors, officers, employees or designated volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this Agreement, due to the Consultant's negligent acts, errors or omissions committed or alleged to have been committed, except in those cases where the District is liable.

4.2-02 Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind of nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant, except in those cases where the District is liable.

4.2-03 Consultant shall defend, at its own cost, expense and risk, with Counsel of District's choice, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's directors, officers, employees or designated volunteers.

4.2-04 Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees or designated volunteers, in any and all such aforesaid suits, actions or other legal proceeding.

4.2-05 Consultant shall reimburse District and its directors, officers, employees or designated volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

4.2-06 Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees or designated volunteers.

4.3 Laws, Regulations and Permits. The Consultant shall exercise all professional care to give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The Consultant shall be liable for all negligent or intentional violations of the law in connection with work furnished by the Consultant. If the Consultant negligently or intentionally performs any work contrary to such laws, ordinances, rules and regulations, the Consultant shall bear all costs and penalties, civil or criminal, arising therefrom.

4.4 Safety. The Consultant shall execute and maintain Consultant's work so as to avoid injury or damage to any person or property. In carrying out the work, the Consultant shall at all times, exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from date of signature of both parties and shall continue in full force and effect until completion and approval of the work and services described hereunder, or December 31, 2025, whichever first occurs, unless extended by mutual consent, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. The Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against, or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement.

6.2 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to Consultant, or a successor in interest, in the event of any default or breach by the District or for any amount that may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No director, officer, agent, employee or designated volunteer of the District shall have any financial interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to the Agreement which affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the Contract Officer, San Bernardino

Valley Water Conservation District, 1630 W. Redlands Boulevard, Suite A, Redlands, CA 92373-0581, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, and understandings, if any, between the parties and none shall be used to interpret this Agreement. This Agreement may be amended at any time only by the mutual consent of the parties and only by an instrument in writing.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or inability to enforce shall not affect any of the remaining portions of this Agreement, which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

6.10 Ownership of Work. All work performed by the Consultant hereunder shall be the exclusive property of the District, and shall be kept confidential by the Consultant unless otherwise directed by the District or required by permits held by Consultant necessary to complete District work such as a U.S. Fish and Wildlife Recovery Permit. The Consultant shall provide to the District all notes, maps, schedules, graphs, worksheets, reports, computer databases and programs, or any other analysis or analytical tools created or produced by the Consultant in connection with its work performed hereunder ("work"), no later than the time of the completion of the Consultant's work or earlier termination of this Agreement under Section 6. 11 below. The Consultant shall not disclose or utilize its work under this Contract in any other assignment or for any other purpose, or otherwise disclose or utilize such work, without the prior written consent of the District, which consent shall not be unreasonably withheld.

6.11 Termination. This Agreement may be terminated by either party giving 30 days' notice in writing to the other party and sent by registered mail to the principal place of business that such notice is addressed. The right, duties, and responsibilities of the District shall continue in full force during the period of this 30-day notice, including the ordering and billing of all promotional materials and advertising in the media whose closing dates fall within such period. After the expiration of the 30-day interval following notice, no rights or liabilities shall arise out of this relationship, regardless of expenses which may have been made for future governmental affairs endeavors, except that the indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Consultant on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Consultant and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

6.12 Mediation. In the event of disagreement as to termination procedures, the Consultant and District shall meet and confer in an attempt to resolve the issue. If the meet and confer process fails to resolve any controversy or claim arising out of or related to work performed under this Agreement, within 10 business days after written notice by one party to the other identifying the nature of the dispute and requesting a meet and confer conference, such claim or controversy shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The submission to non-binding mediation shall be upon such terms, conditions, and procedures as the parties might mutually agree, and shall not preclude the initiation or exercise of any other remedy, legal, equitable, or otherwise, available to any party. The mediation proceedings shall take place in San Bernardino County, California.

6.13 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement and by signature below:

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____
Betsy Miller, General Manager

Date: _____

CONSULTANT: ORIGIN BIOLOGICAL

By: _____
Mikael Romich

Date: _____



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2045

To: Board of Directors
From: Betsy Miller, General Manager
Date: August 9, 2024
Subject: Banking Signatory Update

RECOMMENDATION

Approve Resolution No. 625 to add David Cosgrove, District Counsel, as a check signatory.

BACKGROUND AND DISCUSSION

On June 13, 2012, the Board approved Resolution No. 479 to open accounts with Citizens Business Bank and to designate account signatories for this account. On October 9, 2013, the Board approved Resolution No. 499 to add Jeff Beehler, Land Resources Manager, as a signatory to this account to expedite payments when the General Manager is out of the office. On August 9, 2023, the Board approved Resolution 614 to remove Mr. Beehler and add Milan Mitrovich, PhD, as a check signer. To support timely payments, staff has prepared Resolution No. 625 to add David Cosgrove, District Counsel, as a check signatory.

FISCAL IMPACT

Approval of the recommended action would not result in any costs to the District.

POTENTIAL MOTIONS

1. Approve Resolution No. 625 to add David Cosgrove, District Counsel, as a check signatory.
2. Move to request Resolution No. 625 be tabled and referred to Finance & Administration Committee for reconsideration of specific issues discussed.
3. Table Resolution No. 625 to a future meeting for consideration.

ATTACHMENTS

Resolution No. 625 A Resolution Authorizing San Bernardino Valley Water Conservation District Adding an Additional Authorized Signatory to Citizens Business Bank Account of San Bernardino Valley Water Conservation District

RESOLUTION NO. 625
A RESOLUTION AUTHORIZING
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
ADDING AN ADDITIONAL AUTHORIZED SIGNATORY TO CITIZENS BUSINESS
BANK ACCOUNT OF
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

WHEREAS, San Bernardino Valley Water Conservation District, herein after called “District”, is a water conservation district duly organized and existing under the Water Conservation District Law of 1931, Sections 74000 et. seq. of the Water Code; and

WHEREAS, in its Resolution No. 614, passed on or about August 9, 2023, the District’s Board of Directors authorized the addition of Milan Mitrovich, Land Resources Manager, as an additional signatory on the District’s existing Citizens Business Bank account for checks in the amount of \$5,000 and under, and;

WHEREAS, the District now wishes to add David B. Cosgrove, its General Counsel, to the list of authorized signatories for such checks and the District now wishes to update Resolution No. 614 accordingly;

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Public Agency San Bernardino Valley Water Conservation District as follows:

Section 1. That in addition to the previous authorizations of signatory authority of General Manager/Secretary, currently Betsy Miller; Board President, currently Melody McDonald; and Board Vice President, currently Robert Stewart; and the District’s Land Resources Manager, currently Milan Mitrovich, David B. Cosgrove, the District’s General Counsel, is hereby added as an authorized alternate signatory for checks drawn on the District’s Bank account with Citizen’s Business Bank, at such times as the District’s General Manager/Secretary is not available, and with written authorization from the District’s General Manager/Secretary. In the event the District’s General Counsel is so authorized, such authorization shall be documented by way of written internal authorization (which may be electronic), however, it shall not be the responsibility of Citizen’s Business bank to verify such authorization on any District check presented with the General Counsel’s signature, and such checks may be honored as though executed by an authorized signatory of the District. The named individuals may change as the officers of the Board of Directors or staff positions change as documented by the minutes of the Board.

Section 2. The appropriate officers, agents and employees of the District are hereby authorized and directed in the name of and on behalf of the District to take all actions and to make and execute any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to accomplish the purposes of this Resolution.

Section 3. The undersigned, Betsy Miller, certifies that she is duly appointed General Manager/Secretary of this District, and that the above is a true and correct copy of the resolution that was duly adopted at a meeting of the Board of Directors, which was held in accordance with State law and the Bylaws of the District.

Section 4. This Resolution shall take effect at the earliest date permitted by law.

PASSED AND ADOPTED by the San Bernardino Valley Water Conservation District Board of Directors at a regular meeting of said Board held on the 14th day of August 2024, by the following vote:

YES:
NO:
ABSTAIN:
ABSENT:

Melody McDonald
President

ATTEST:

Betsy Miller
General Manager/Board Secretary



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

Environmental Update

as of August 2, 2024

Wash Plan Implementation – Monitoring Activities

- **SBKR Monitoring Program**
 - The addendum to the approved comprehensive SBKR monitoring protocol report completed by the USGS in 2023, was delivered to members of the Preserve Management Committee on August 2. The addendum describes results of the analysis of the first two years of SBKR trapping and habitat conditions data completed by the USGS. Initial results of the work were first shared with members of the Preserve Management Committee in January 2024.
 - On July 30, District Intern, Caryn Iwanaga made a presentation to District staff on the results of her analysis of SBKR habitat conditions within the Wash Plan Preserve made possible by the collection of field data by District staff in 2022 and 2023. The presentation took place as the first ever “Lunch and Learn” held by the Land Resources Team and coincided with Caryn’s last day with the District. Her District colleagues wished Caryn well as she left southern California for the University of Oregon to begin her doctoral work in biology.
- **California Gnatcatcher Monitoring Program**
 - California gnatcatcher surveys completed per the requirements of the Wash Plan and in support of the draft Conservation Benefit Agreement (formerly Safe Harbor Agreement) are complete for 2024.
 - The final report of 2024 monitoring results from the consultant is pending.

Wash Plan Implementation – Management Activities

- **Slender-horned Spineflower (SHSF) Restoration Program**
 - Slender-horned spineflower surveys completed per the requirements of the Wash Plan are complete for 2024.
 - Results of the first round of out-planting activities are to be analyzed by District staff this summer and shared with members of the Preserve Management Committee and SHSF Working Group in the fall.
 - The second year of seed bulking activities concluded for the 2024 field season with the District and Dudek collecting all available seed from the bulking site on July 16 and July 22. Collected seed will be delivered to CalBG in early August for cleaning, germination testing, and storage. Consistent with the approved 2081(a) research permit extension from CDFW received in early 2024, a second round of out-planting activities is scheduled to be initiated in the fall.
- **Brown-headed Cowbird Management**
 - Following observations of cowbird nest parasitism during annual monitoring, emergency permission was granted to the District by the USFWS on June 12 to remove eggs/nestlings of brown-headed cowbirds from California gnatcatcher nests. This work was conducted at both the Wash Plan Preserve and at Mill Creek Facilities in late June and early July.

- BLM Fuels Management Grant and Wildland Fire
 - On July 31, District staff shared the READ (Resource Advisor) report prepared by the USGS with the County for the 56-acre Abbey Fire in Redlands that occurred across much of their property enrolled in the Woolly Star Preserve Area and Wash Plan Preserve. The Abbey Fire started in the Upper Santa Ana River Wash near Opal Avenue north of the Redlands Airport on the afternoon of Friday, July 19. BLM Fire Management Coordinator, James Gannon, reported observation of the ignition in the Wash and was the lead agency personnel mapping the expanding boundary of the fire throughout the day and coordinating with District staff and firefighters. A Resource Advisor with the USGS assessed impacts of the fire from a natural resource perspective at the request of BLM and the Conservation District on Saturday (July 20). District staff walked much of the fire footprint on Tuesday, July 23.

Wash Plan Implementation – Organizational Structure, Planning, and Reporting

- On July 15, staff from the District and Valley District coordinated on the location of the 295 acres of District property to be permanently conserved in support of the River HCP consistent with the PERC/ARTP Agreement.
- District staff held a San Bernardino Valley Conservation Trust meeting on July 17. In addition to welcoming the new board representative from the District, Dick Corneille, Jim Earsom, board member with the Inland Empire Resource Conservation District, was seated on the Trust board as an independent director. At the meeting, District Director John Longville was named President of the Board for the Trust, and District Director Dick Corneille was named Vice President of the Board.

Wash Plan Programmatic Permits

- USACE 404 Programmatic Individual Agreement –Beginning in January 2023 and extending through July 2024, District staff and AECOM have continued to meet with USACE weekly in support of completion of the Environmental Assessment (EA) and eventual issuance of the standard individual permit. As of early April, the Corps’ cultural resources officer and lead permitting specialist were in the process of engaging both Tribes and the State Historic Preservation Officer prior to finalization of the 404 permit now estimated to be completed by the end of 2024.
- On August 2, District staff and AECOM met with the Santa Ana River Regional Water Quality Control Board to discuss modifications to the Clean Water Act Section 401 Permit approved in 2022. Modifications to the permit are considered warranted given proposed project impacts to Waters of the U.S. have decreased and mitigation for impacts are likely to be considered by the Corps to be fully mitigated by Plunge Creek when the 404 permit is finalized at the end of the calendar year.
- On July 2, the District submitted a formal request to CDFW for consideration of issuance of a Consistency Determination between the federal findings tied to approval of the Wash Plan and requirements of the California Endangered Species Act. District staff met with CDFW on July 25, and both CEMEX and Robertson’s Ready Mix on July 30, to discuss the initial findings by CDFW regarding the likelihood of the Department making a determination of consistency between the federal permit and state requirements for protection and management of the plant and animal species covered by the Wash Plan.
- On July 29 District staff submitted the annual report for the Clean Water Act Section 401 Water Quality Certification and Order for The Upper Santa Ana River Wash Habitat Conservation Plan Covered Activities (WDID# 362021-07). Annual reports are submitted each year to the Regional

Water Quality Control Board on the anniversary of the effective date of the permit and continue until a Final Notice of Project Complete Letter is issued to SBVWCD and Participating Entities.

Mill Creek Programmatic Permits

- On July 12, the USFWS notified the District the submitted Safe Harbor Agreement, upon review and approval, will officially be recognized by the USFWS as a Conservation Benefit Agreement (CBA) consistent with the new federal regulations. Following approval of the CBA, an enhancement of survival permit will be issued to the District for the San Bernardino kangaroo rat and California gnatcatcher, the two covered species under the agreement. Similar to a Safe Harbor Agreement, property owners who participate in the voluntary CBA take actions to benefit the covered species while also receiving assurances that they will not be subject to additional regulatory restrictions as a result of implementing their conservation actions and associated ongoing land management.

Biological Surveys Required of Programmatic Permits

- District staff conducted breeding bird surveys at the Santa Ana River Pick-Up on July 15, and at the Mendoza property and the Santa Ana River Old Basin 3 on Aug 1. Surveys are conducted per the avoidance and minimization measures described in the Wash Plan and the project permits and regulations covering groundwater recharge activities, and at the request of the Operations Team when their work is anticipated to result in vegetation disturbance.

Partnership Activities

- On July 24 and 25, eight members of District staff, Tribal Archaeologist, Kristen Tuosto, and Cultural Resources Technician, Eunice Ambriz, from the San Manuel Band of Mission Indians participated in wilderness first aid training offered by the District. The two-day course, held at the Thomas Flats Picnic Area in the San Bernardino National Forest, covered first aid in wilderness settings frequently encountered by District staff in the San Bernardino Valley and adjacent geographies, including the forest and desert. Through attending the two-day training and passing the final exam, participants earned a nationally recognized wilderness first aid certification from the American Red Cross that lasts two years.



San Bernardino Valley
Water Conservation District
Helping Nature Store Our Water

Engineering Update

as of August 6, 2024

Mentone Shop

- Construction began on March 26, 2024
- Septic work started July 7, 2024, and ended July 18, 2024
- Building erection process began July 1, 2023
- Construction has halted following notice by the contractor that they can no longer complete the project
- District staff are pursuing next steps per the contract to complete the project

Enhanced Recharge Phase 1B

- Basins C, D, E, and 15 are currently recharging, with recharge planned for G, H, and 17 in the coming weeks
- Work on the cutthroat flumes at Basins 10-13 is underway
- Grading is in progress at Basins J, K, L, M and N
- Inter-basin overflow structures are complete at Basins O, P, Q, and R

PERC (Active Recharge Transfer) Projects

PERC Projects: Waterman, Twin Creek, and Lynwood Basins (Tetra Tech Consulting Team)

- District staff participated in the July 3, 2024, initial meeting of the Technical Committee under “Joint Groundwater Recharge and Facilities Planning Agreement” finalized June 13, 2023, between Valley District and Flood District. Conservation District staff led the discussion on grading and operational alternatives being evaluated for each individual facility (site).
- Geotechnical work on infiltration and its analysis was reviewed and approved for recharge basin infiltration modeling.
- The hydrology report of water availability in Waterman Creek, Twin Creek, and the Lynwood drainage area was reviewed and accepted with editorial revisions for the final reporting.
- One grading alternative was developed for Waterman Percolation Basin and prepared for hydraulic modeling.
- Two grading alternatives were developed for Twin Creek Spreading Grounds, and both are in preparation for hydraulic modeling.
- Staff are reviewing the project scope/budget to address possible shortfalls due to extended review times by Flood Controls. Options to address any issues will be developed for review by the PERC Policy Committee on September 3.

PERC Projects: Plunge and Oak Creeks (CASC Consulting Team)

- The project hydrologic sizing analysis for average annual yield was rescoped with CASC in June and authorized in July 2024. Work is proceeding rapidly to keep project on schedule for year-end finish. Initial work products were reviewed in late July. The project-based hydrology is expected the week of August 12.

PERC Projects: Mill Creek (Q3 Consulting Team)

- District staff coordinated with Valley District staff on optimal sizing of the Mill Creek diversion structure for the PERC Projects and it was agreed that the current diversion structure capacity of 162 cfs was appropriate as it can divert flow rates occurring over 97.3% of the time.
- The basin routing model was developed for the Conservation District's proposed alternative and existing conditions. Q3 is running flow scenarios to identify infrastructure needed to move water in the District proposed grading alternative.
- The District's Operations, Land Resources, and Engineering teams are communicating and collaborating on design options for two additional alternatives. Engineering is working with Q3 consultants in using their hydraulic model to identify working aspects of two additional Mill Creek grading alternatives for a multiple-objectives and multi-benefits comparison among the competing alternatives.

Upper SAR Watershed Models for Surface Water to Groundwater Interaction

- Reviewed model updates with consulting team (Geoscience) and identified final data gaps.
- Requested District spreading grounds footprints over time graphics to review with Valley District and City of San Bernardino as key project partners.
- Modeling runs are forecast to begin in September.
- A final work product is expected in Q4.
- Separate effort to participate in a model refinement and calibration project with Valley District and City of San Bernardino (and other regional project partners) is underway to develop an RFP to hire a consultant. Project is envisioned to be led by Valley District with close coordination with Conservation District and City of San Bernardino. A technical steering committee is also envisioned to provide input and guidance to the model refinement and calibration work.

General Manager's Report



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

August 2024

Betsy Miller, General Manager

To implement the Board’s Goals and directed actions, significant staff resources were allocated last month to groundwater recharge, PERC, and construction of the Mentone Shop.

JULY 2024 HIGHLIGHTS

- District recharge to date for WY24 totals 67,512 AF.
- U.S. Bureau of Reclamation completed their award review for the District’s Knowledge Systems Development through Integrated Santa Ana River Model Enhancements to Quantify a Century of Managed Aquifer Recharge and Build Forecasting Capacity for the San Bernardino Basin WaterSMART Applied Science Grant.

💧 Water Conservation Update 💧

Santa Ana River and Mill Creek continue to receive flows from snowmelt and the State Water Project (SWP). Total District recharge in WY24 is 67,512 AF to date, including 20,920 of SWP water.

JULY 2024 RECHARGE SUMMARY		
Mill Creek	Santa Ana River	Plunge Creek
2,789 AF	2,566 AF	0 AF
<i>(including 1,958 AF SWP)</i>	<i>(including 940 AF SWP)</i>	

Administrative Updates

TOPIC	PERSONNEL	GOAL #	1
<u>Employee Anniversaries</u> <ul style="list-style-type: none"> • Michael Guizar, 5 years (8/19) 			
<u>New Hires (Part-Time, Contract)</u> <ul style="list-style-type: none"> • Ashima Thomas, Executive Assistant 			
TOPIC	FINANCE	GOAL #	1

<ul style="list-style-type: none"> • Ad Hoc Audit Committee met on July 23 • Finance & Administration Committee met on July 24, 2024 • Following review of our Other Post-Employment Benefit Program Actuarial Valuation, the District did not make a contribution to our CERBT account 			
TOPIC	PROPERTY	GOAL #	1
<u>Redlands Plaza</u> <ul style="list-style-type: none"> • Discussions are underway regarding the relocation of tenants to support expansion of District offices 			

Project and Program Updates

PROJECT	PROGRAM FOR EXPANSION OF RECHARGE CAPACITY (PERC)	GOAL #	1, 2, 4
<ul style="list-style-type: none"> • Refer to Engineering Update for details 			
PROJECT	ENHANCED RECHARGE	GOAL #	1
<ul style="list-style-type: none"> • Ten of the new basins have received water for recharge • District biologists and engineers meet weekly with Valley District team for project coordination, updates, and problem-solving 			
PROJECT	MENTONE SHOP CONSTRUCTION	GOAL #	2
<ul style="list-style-type: none"> • Construction has halted following notice by the contractor that they can no longer complete the project • District staff are pursuing next steps per the contract to complete the project 			
PROJECT	GRANTS	GOAL #	6
<ul style="list-style-type: none"> • The draft agreement between the Trust and U.S. Bureau of Reclamation for the Knowledge Systems Development through Integrated Santa Ana River Model Enhancements to Quantify a Century of Managed Aquifer Recharge and Build Forecasting Capacity for the San Bernardino Basin was received on August 7 			
PROJECT	FORECAST-INFORMED RESERVOIR OPERATIONS	GOAL #	1
<ul style="list-style-type: none"> • None 			
PROJECT	PLUNGE CREEK CONSERVATION	GOAL #	1, 4
<ul style="list-style-type: none"> • Total project recharge for this water year to date is 1,324 AF 			

PROJECT	WASH PLAN HCP	GOAL #	4
<ul style="list-style-type: none"> • Wash Plan-required slender-horned spineflower monitoring for 2024 is complete • Wash Plan-required California gnatcatcher monitoring for 2024 is complete • Wash Plan-required San Bernardino kangaroo rat habitat monitoring for 2024 is complete • Refer to Environmental Update for additional details <p><u>Santa Ana River Wash Plan Land Exchange Act Implementation</u></p> <ul style="list-style-type: none"> • Draft General Warranty and Draft Patent were received from BLM on August 2 			
PROJECT	WILDLANDS TRAILS	GOAL #	3
<ul style="list-style-type: none"> • On August 8, Redlands staff indicated that the MOU will be presented to City Council on September 17 			

Operations & Maintenance Updates

TOPIC	FACILITIES	GOAL #	1
<p>Water recharge operations are focused on:</p> <ul style="list-style-type: none"> • Coordination with the Enhanced Recharge team to maximize recharge during construction • Operation of the completed Enhanced Recharge basins • On-going recharge operations at existing facilities 			
TOPIC	AGGREGATE MANAGEMENT	GOAL #	1
<ul style="list-style-type: none"> • Upland Rock continues processing and selling sand/rock from District basin maintenance efforts to support efficient recharge operations • Staff prepared a license for additional aggregate management at Mill Creek for Board review 			

Partnership Updates

TOPIC	CONSERVATION TRUST	GOAL #	4
<ul style="list-style-type: none"> • Director Longville was named President and Director Corneille was named Vice President of the San Bernardino Valley Conservation Trust at its' meeting on July 17 			
TOPIC	MINING	GOAL #	N/A
<ul style="list-style-type: none"> • CEMEX continues to mine the Plant Site quarry under their lease with the District 			

Communication & Engagement Updates

TOPIC	EDUCATION	GOAL #	5
<ul style="list-style-type: none"> • Staff prepared an MOU with San Bernardino County for the District to partner with the San Bernardino County Museum on a water-wise garden on Museum grounds for Board review • The District provided financial support for a Senior Project related to the PERC Projects to the Cal Poly Pomona College of Engineering as discussed in the Board approval of the Contract Services Agreement for JLC Engineering and Consulting on September 13, 2023 			
TOPIC	CONFERENCES	GOAL #	5
<ul style="list-style-type: none"> • None 			
TOPIC	MEDIA/LEGISLATIVE	GOAL #	5
<ul style="list-style-type: none"> • The District prepared a letter of opposition to AB 2735 in response to information shared by ACWA JPIA 			

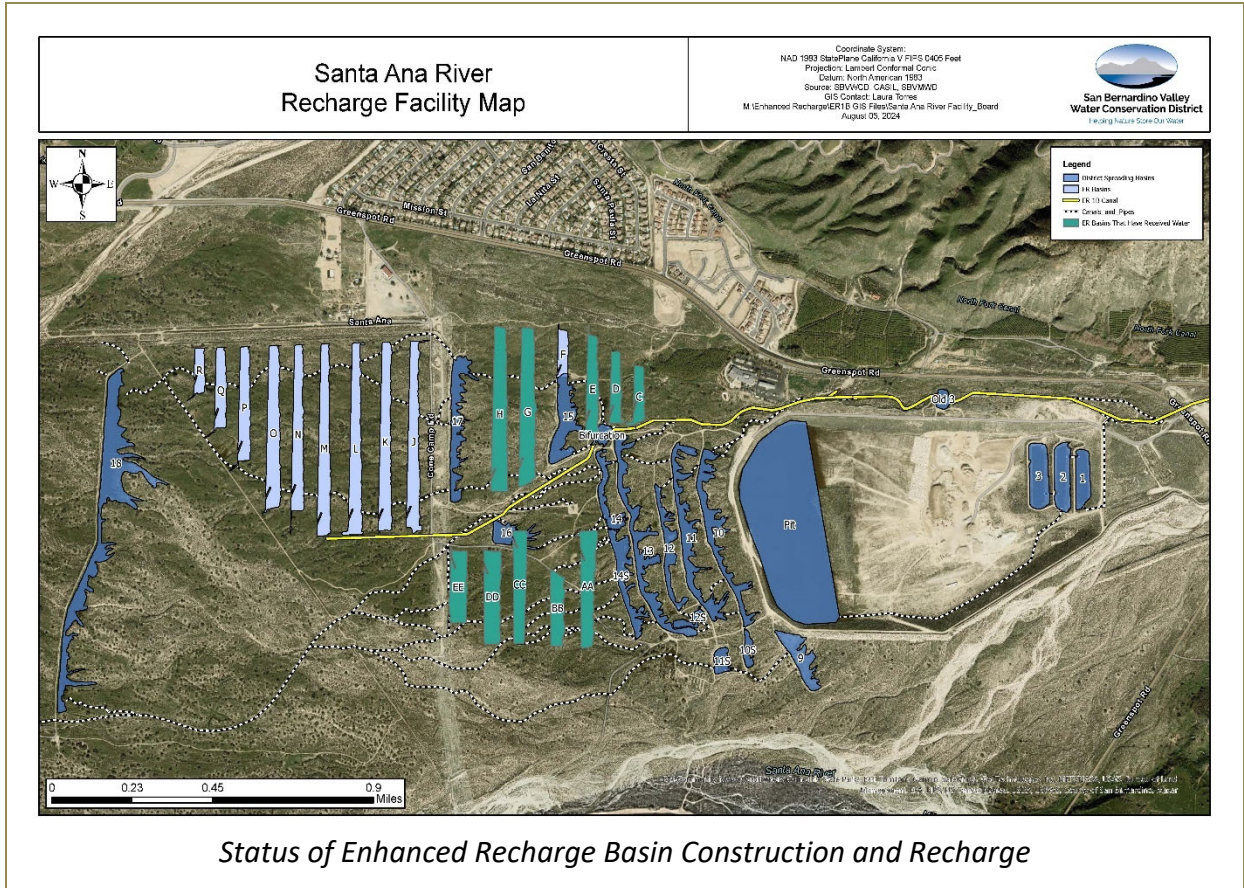
FUTURE ACTIVITIES



Expected short-term items for Board consideration:

- Groundwater Assessment Report for January-June 2024
- Consideration of PR contract and website update

Photo Gallery



San Bernardino Valley Water Conservation District

Monthly Recharge Report

From: 7/1/2024
To: 7/31/2024



	July				
	Avg Daily Recharge	Monthly Recharge	Recharge WYTD	10yr Avg Recharge*	BTAC Max**
Santa Ana River	52.4	1,626	27,399	14,913	71,250
Mill Creek	26.8	831	11,730	4,568	42,750
Plunge Creek	0.0	-	1,324	1,233	#N/A
State Water Project	84.9	2,631	20,920	7,093	#N/A
In River Channel Recharge***	0.5	17	6,140	#N/A	#N/A
Total	165	5,105	67,512	27,807	114,000

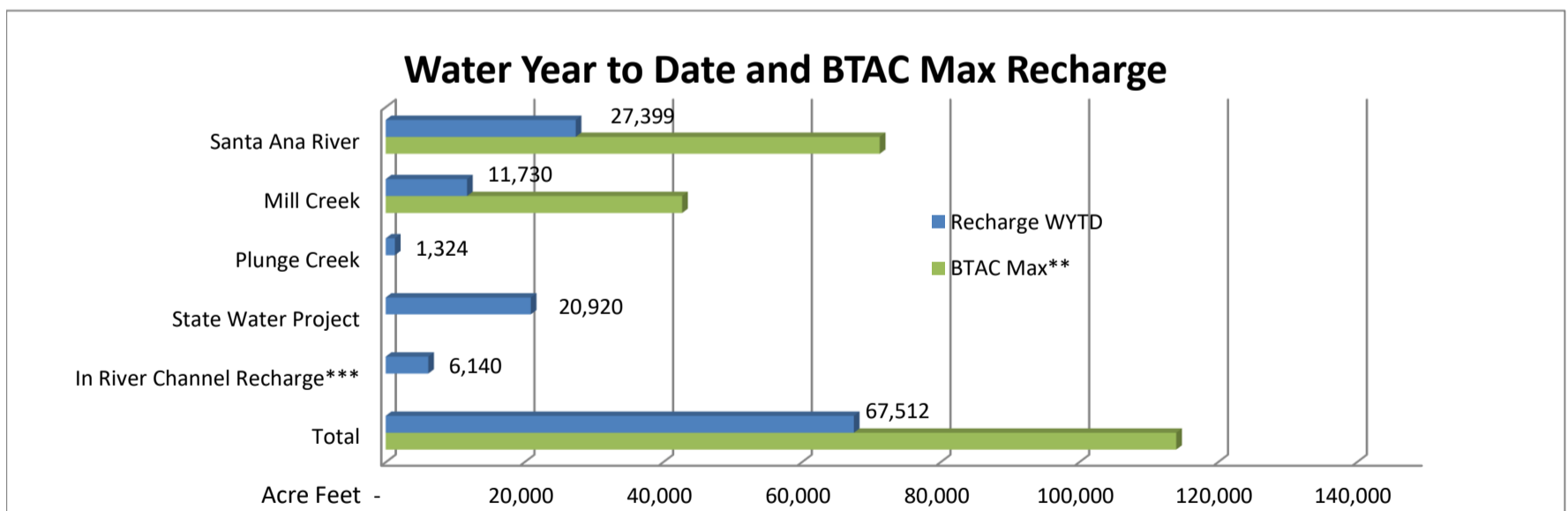
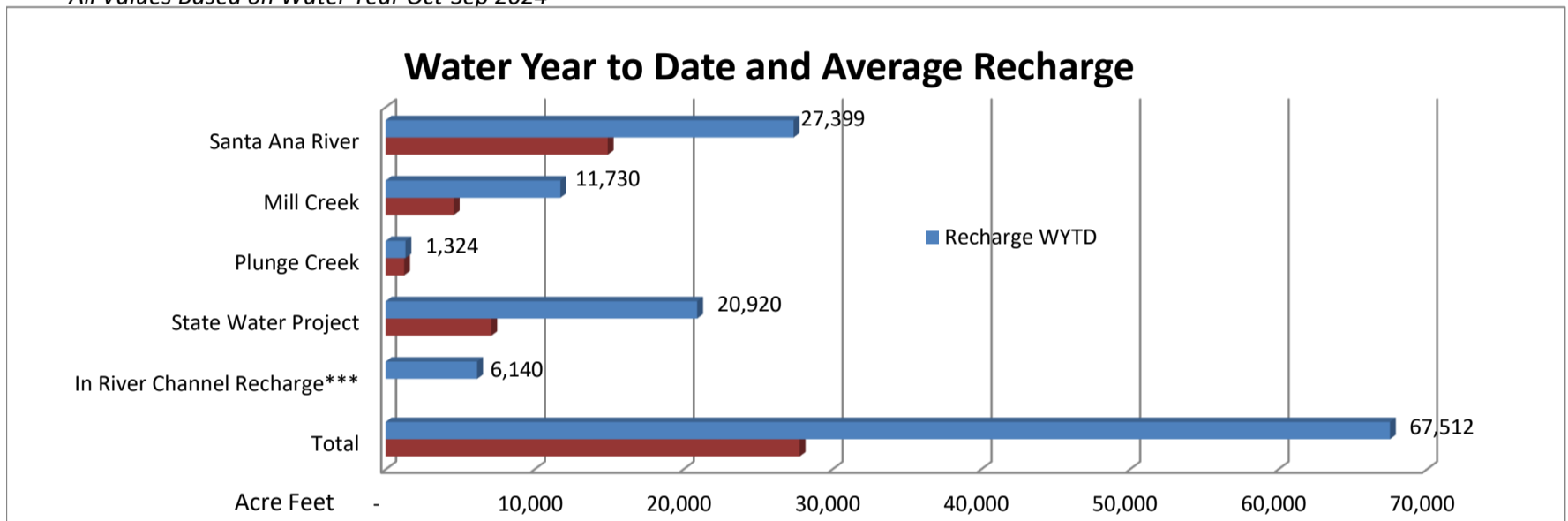
Values in Acre Feet

* Plunge Creek only has 3 years of available data

**BTAC Revised Max in December 2023

***Monitoring began in Mid-April 2011

**** All Values Based on Water Year Oct-Sep 2024





San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

To: Members of the Senate Local Government Committee
From: Betsy Miller
Date: July 7, 2024
Re: AB 2735 (Rubio)—OPPOSE

On behalf of the San Bernardino Valley Water Conservation District, I write to express respectful opposition to AB 2735 by Assembly Member Blanca Rubio. AB 2735 would allow a water corporation to enter into a joint powers agreement (JPA) with a public agency for purposes of insurance risk pooling. The heart of our concern is the potential downstream and unanticipated impact to the risk pooling industry in California by allowing investor-owned private water corporations to join or form a risk pool.

Up until the passing of AB 656 in 2015, the ability to form a risk pool was reserved exclusively for public entities. This has now expanded to include private mutual water companies. Prior to this, the only avenue for a non-public entity to self-insure risks with other similar entities was by forming a Self-Insurance Group (SIG). This new legislation – AB 2735 – would now expand the definition of who can join or form a risk pool even further to allow investor-owned private water corporations to also form a risk pool and/or join an existing risk pool.

Should a new risk pool of largely non-public entities be allowed to form, or a current risk pool absorb a significant number of non-public entity members, and should it fail financially, it jeopardizes the existence of every other risk pool in the State. Investor-owned private water corporations are fundamentally different from public entities and – specifically – public water agencies, thereby posing a substantially increased risk.

Key structural and operational elements that make public water agencies a highly desirable risk as compared to investor-owned private water companies include: 1) Our singular mission and focus; 2) autonomous operations overseen by publicly elected Boards; 3) do not rely on State and Federal funding for operational costs; 4) have control over customer rates and commit to charging rates necessary for proactive and effective operations, maintenance, and capital improvement projects; 5) have requirements to maintain the highest possible standards as stewards of public access to clean, safe drinking or irrigation water; and 6) invest significant budgetary dollars in ongoing capital improvement projects.

1630 W. Redlands Blvd, Suite A
Redlands, CA 92373
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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

Betsy Miller

By contrast, investor-owned private water corporations are not public entities; therefore, 1) critical immunities that public water agencies have access to as defenses against tort liabilities are not available to them, and 2) in the event of a catastrophic loss, there is no FEMA backstop or CDAA, putting significantly added pressure on the risk pool and the insurers to cover more of the cost of a first party property loss. Both of these issues can substantially increase the ultimate cost of liability coverage and litigated claims and the cost of property coverage and the companies' abilities to fully recover from loss, potentially leading to compromising decisions relative to the recovery and rebuilding process.

For these reasons, we believe that public agencies are better suited for the JPA membership. Therefore, we are respectfully opposed to AB 2735, and request your "no" vote.

Respectfully,



Betsy Miller
General Manager

cc: Assembly Member Blanca Rubio



Office of the Dean
College of Engineering

July 15, 2024

Betsy Miller
San Bernardino Valley Water Conservation District
1630 W Redlands Blvd Ste A
Redlands, CA 92373-8032

Dear Betsy,

Thank you for your essential support of the College of Engineering at Cal Poly Pomona. As requested, your gift will be designated for the support of the Civil Engineering Department.

The landscape of higher education is one of constant change, and the College of Engineering must change with it. To do this requires support that the state alone cannot provide. Your donation enables us to be adaptable, bold and relentless in our pursuit of providing our students an excellent engineering education that enables them to achieve meaningful and engaging careers.

As one of the largest engineering programs in the nation, we play a unique and significant role in maintaining the quality of the country's engineering workforce. I appreciate your trust that we are moving the College forward in meaningful and impactful ways.

Thank you again for your support of the College of Engineering. We will make good on your trust, and I look forward to working with you in the future.

Be well,

Andrew D. Ketsdever, PhD
Dean, College of Engineering

Thank you for your continued support of Engineering at CPP!
And

San Bernardino Valley

JUL 22 2024

Water Conservation

TRAVEL AND EXPENSES COST ESTIMATE

Name of Event:	<i>H2O Women Conference</i>
Event Dates:	10/03/2024-10/04/2024
Conference Location:	Santa Barbara
Requested by:	John Longville

GL	GL Name	Cost	Notes
	6401 Directors Fees (\$270)	\$ 810.00	
	6410 Mileage (.67)	\$ 206.36	
	6415 Air Fare	\$ -	
	6420 Other Travel	\$ -	(Parking/Taxi/Rental Car)
	6425 Meals	\$ 100.00	
	6430 Lodging	\$ 500.00	
	6435 Conference Registration (Full)	\$ 500.00	
	Estimated Total	\$ 2,116.36	