



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

BOARD OF DIRECTORS MEETING AGENDA
Wednesday, March 11, 2020 – 1:30 p.m.

Location--1630 West Redlands Boulevard, Suite A, Redlands, California

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

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

1. PUBLIC PARTICIPATION

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

2. ADDITIONS/DELETIONS TO AGENDA

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

3. CONSENT CALENDAR

- A. Approval of Board Minutes, February 12, 20205
- B. Approval of Expenditure Report, February 2020..... 13

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BOARD OF DIRECTORS

Division 1:
Richard Corneille
Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

4. COMMITTEE REPORTS /ACTION ITEMS

Action Items

- A. UNAUDITED FINANCIAL REPORTS, FEBRUARY 2020 - 5 minutes (M#1702).....23
Presenter: Daniel Cozad
Recommendation: Review and approve the unaudited financials for February 2020.

- B. GROUNDWATER LATE PAYER, NON-RESPONDENTS AND INVESTIGATION LIST FOR GWA #53 – 5 minutes (M#1703).....29
Presenter: Daniel Cozad
Recommendation: Review, discuss and direct staff to investigate late payers and non-respondents for the period of July 1, 2019-December 31, 2019.

- C. FINAL ENGINEERING INVESTIGATION AND DRAFT GROUNDWATER RESOLUTION – 10 minutes (M#1704).....31
Presenter: Katelyn Scholte
Recommendation: Review, discuss and consider approval of the 2020 Engineering Investigation and review and provide any comments to District Counsel on the Draft Groundwater Resolution.

- D. PLUNGE CREEK CONSERVATION PROJECT CONSTRUCTION CONTRACT AWARD – 15 minutes (M#1705).....33
Presenter: Erwin Fogerson
Recommendation: Staff recommends that the Board: 1) Award a contract to Noho Constructors (Studio City, CA), in the amount of \$387,632 for the Project. 2) Authorize a contingency fund of \$38,763 for the Project. 3) Authorize the General Manager to approve the expenditure of the contingency fund of \$38,763 for verified quantity overruns for this unit priced construction contract and order any necessary changes or additions in the work being performed under the contract. 4)Authorize the General Manger to accept the work when complete and execute and file the Notice of Completion.

- E. PLUNGE CREEK CONSERVATION PROJECT PROFESSIONAL SERVICES CONTRACT AWARD – 5 minutes (M#1706).....52
Presenter: Erwin Fogerson
Recommendation: Staff recommends that the Board: 1) Review and consider authorizing staff to enter into a professional services agreement with Joseph E. Bonadiman & Associates for construction staging work of capital improvement for the Plunge Creek Conservation Project for a not to exceed amount of \$29,500. 2) Authorize the General Manager to negotiate and approve additional work for construction support up to his spending authority.

- F. RATIFICATION OF CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH MIKAEL ROMICH – 5 minutes (M#1707).....63
Presenter: Daniel Cozad
Recommendation: Staff recommends that the Board ratify a Contract Services Agreement for Professional Services (Agreement) with Mikael Romich (Consultant) for on-call biological services at an amount not-to-exceed \$100,000.

- G. CSDA BOARD OF DIRECTORS REQUESTS FOR CONCURRING NOMINATION – 5 minutes (M#1708)
Presenter: Daniel Cozad72
Recommendation: Discuss and provide direction to staff on the preparation of concurring nomination resolutions for approved candidates.

are Daniel Cozad and David Cosgrove. The party with whom the District will negotiate is Cemex Materials Pacific, LLC, and its negotiators are Sean Palmer and Christine Jones.

3. The Board will meet in Closed Session under the authority of Government Code §54956.9 regarding D2, E1, significant exposure to litigation.

9. **ADJOURN MEETING.** The next regularly scheduled Board of Directors/Public Meeting on Groundwater will be on April 8, 2020 at 1:30 p.m., at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF February 12, 2020
1:30 p.m.

President Corneille called the meeting of the Board of Directors to order at 1:36 p.m. All present stood for the Pledge of Allegiance, led by President Corneille.

ROLL CALL:

BOARD MEMBERS PRESENT:

David E. Raley, Director
Melody McDonald, Vice President
John Longville, Director (Arrived 1:41 p.m.)
Richard Corneille, President

BOARD MEMBERS ABSENT:

Robert Stewart, Director

GENERAL COUNSEL PRESENT:

David Cosgrove, Rutan & Tucker, LLP

STAFF PRESENT:

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

GUESTS PRESENT:

June Hayes, San Bernardino Valley Municipal Water District
Paul Kielhold, San Bernardino Valley Municipal Water District
Clay Larkins, Tetra Tech
Nohelia Orellana, Representative of Assemblyman James C. Ramos
Anthony Mahfoud, Representative of Assemblyman James C. Ramos

1. PUBLIC PARTICIPATION

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

2. ADDITIONS/DELETIONS TO AGENDA

There were none.

3. CONSENT CALENDAR

It was moved by Director Raley and seconded by Vice President McDonald to approve the Consent Calendar: Item A: Board Minutes, January 8, 2020; Item B: Expenditure Report, January 2020 and Item C: Groundwater Assessment Report for July 1, 2019-December 31, 2019. The motion carried 3-0 with all Board members present voting in the affirmative, and Director Stewart and Longville noted absent from the vote.

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

4. COMMITTEE REPORTS/ACTION ITEMS

A. 2nd QUARTER ANNUAL UNAUDITED FINANCIALS FOR 2019-2020

Director Raley said that the financials were reviewed at the Finance & Administration Committee meeting on January 22 and noted that the District is in good standing. This item was received and filed.

B. UNAUDITED FINANCIAL REPORTS, JANUARY 2020

Mr. Cozad introduced this item for discussion, noting its inclusion in the Board package on pages 38 to 43. He noted that the City of Riverside has both reported and paid their groundwater production since this report was distributed. Mr. Cozad said that groundwater statements were sent out in January and producers have until the end of the month to complete and return with payment. The Groundwater Council was discussed in brief. President Corneille recommended a representative from the District be present at the upcoming Redlands City Council meeting where they will discuss the possibility of joining the Groundwater Council. He received concurrence from the Board members that he should attend.

It was moved by Director Raley and seconded by Director Longville to approve the Unaudited Financial Reports for January 2020. The motion carried 4-0 with all Directors present voting in the affirmative, and Director Stewart noted absent from the vote.

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

C. DRAFT ENGINEERING INVESTIGATION REPORT FOR 2020

Ms. Scholte presented a PowerPoint on the Draft 2020 Engineering Investigation (EI). The annual change in storage for the Bunker Hill Basin increased to 152,408 AF from last year; Bunker Hill I-Southwest of 215 freeway was the only sub-basin that did not increase significantly. The accumulated change in storage is 418,310 AF down from full (in 1993). The water elevations from 2018 and 2019 were compared against one another and it was noted that the water table is starting to come back up. She noted that overall production is down; currently 157,354 AF and the estimated annual change in storage from the current year is an increase of 27,658 AF based on the same precipitation as last year. The estimated average annual change in storage is a decrease of 3,407 AF. The estimated production from District boundaries is 11,207 AF for historically agricultural and 86,772 AF for non-agricultural. The estimated surface diversion is 79,857 AF for the Basin and 56,415 for District, including imported water. The estimated replenishment required for Constant Storage is 127,462 AF for ensuing water year for the Basin and 99,902 AF for District. The total replenishment required to reach the 1993 full level is 518,114 AF for ensuing water year. Ms. Scholte reviewed in brief the native and imported water recharged by the District from 1912-2019. Mr. Cozad said that next year the District will display the Groundwater Council impacts differently. President Corneille noted that previously the District outsourced the EI and paid a consultant to prepare this report, but now Ms. Scholte does this task in house for substantially less and expressed his appreciation to Ms. Scholte. Vice President McDonald thanked her for an excellent report. The final report will be presented in March; the draft was presented to the Groundwater Council on February 10 and it may be presented to BTAC at its next meeting. This item was received and filed.

D. BUDGET PLANNING FOR GROUNDWATER ENTERPRISE FOR 2020-2021, PROPOSED GROUNDWATER COUNCIL O&M FEE AND ADVERTISED GROUNDWATER CHARGE

Mr. Cozad introduced this item for discussion, noting its inclusion beginning package page 46 to 54. The Finance & Administration Committee reviewed the draft Groundwater budget at its January 22nd meeting. Mr. Cozad provided history on the Groundwater rate and phase in process. He reviewed the estimated revenues from the Groundwater Council (GC), \$600,000 and the \$70,000 pass through payment from San Bernardino County Flood Control. Including the agricultural revenue estimate of \$128,045 and non-agricultural estimate of \$331,677 and Exchange Plan lease of \$232,839, the estimated revenue to the Groundwater Enterprise from all sources \$1,362,561. The GC reviewed the proposed revenue along with the equitable allocation model and did not have any objections to the proposed budget. GC members will take the proposed budget back to their Boards for final approval. Mr. Cosgrove indicated that the GC functions without duplicating the groundwater charge based on equitable allocation model. Mr. Cozad reviewed the GC calculations. Staff recommends a 5% increase in the groundwater rate from \$13.19 to \$13.85 per acre foot.

It was moved by Vice President McDonald and seconded by Director Longville to direct staff to advertise a 5% increase in the overall groundwater charge to include the final transition to a unitary charge for all production. The motion carried 4-0 with all Directors present voting in the affirmative and Director Stewart noted absent from the vote.

President Corneille: Yes

Vice President McDonald: Yes

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

E. DISTRICT BOARD PRIORITIES FOR 2020

It was moved by Director Longville and seconded by Vice President McDonald to approve the District Board Priorities for 2020 as presented. The motion carried 4-0 with all Directors present voting in the affirmative with Director Stewart noted absent from the vote.

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

F. MENTONE CHAMBER OF COMMERCE MEMBERSHIP

President Corneille introduced this item for discussion as well as representatives from Assemblyman Ramos office, Nohelia Orellana and Anthony Mahfoud.

It was moved by Director Longville and seconded by Vice President McDonald to approve the District becoming a member of the Mentone Area Chamber of Commerce. The motion carried 4-0 with all Directors present voting in the affirmative with Director Stewart noted absent from the vote.

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

G. CSDA CALL FOR NOMINATIONS FOR SEAT B, SOUTHERN NETWORK

President Corneille introduced this item for discussion. There were no Board members interested in being nominated; no action was taken.

H. CSDA CALL FOR NOMINATION FOR SEAT C, SOUTHERN NETWORK

President Corneille introduced this item for discussion. There were no Board members interested in being nominated; no action was taken.

I. LAFCO SPECIAL DISTRICTS SELECTION COMMITTEE NOMINATIONS

President Corneille introduced this item for discussion. Director Raley requested to be nominated for the Special Districts Selection Committee.

It was moved by Director Longville and seconded by Vice President McDonald to approve Director Raley's request to be nominated and

direct staff to prepare nominations documents and submit. The motion carried 4-0 with all Directors present voting in the affirmative with Director Stewart noted absent from the vote.

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

5. INFORMATION ITEMS

A. WASH PLAN VERBAL UPDATE-PUBLIC COMMENTS AND NEXT STEPS

Ms. Miller provided the verbal update including a high level summary handout of the comments received on the EIS/EIR for the HCP; there were 167 comments. Staff met with District Counsel and FWS last week to develop a full matrix of comments received and proposed methods for responding. The majority of the response to comments will be done in house, but some will be drafted by FWS, District Counsel, and/or a consultant. There will be a meeting with those previously noted to discuss the draft response to comments on March 5. The final response to comments will be submitted within a week or two of that meeting and the final revisions to the HCP need to be incorporated and submitted to the USFWS solicitor by April 1. There will be a three week review period and three month procedural period which follows. Mr. Cozad reviewed comments in brief. Ms. Miller noted that the Task Force members are interested in joint state permitting and that a meeting will be held to discuss in detail and determine funding.

B. CONSTRUCTION PROJECTS PLUNGE/MILL/ARTP VERBAL UPDATE

Mr. Fogerson provided a verbal update on this item and noted that the Invitation to Bid was advertised in the newspaper for Plunge Creek. There will be a job walk held next week for interested bidders. This item will be brought back to the Board for consideration of contract approval. Ms. Miller submitted the Safe Harbor Agreement application and the District received its 404 permit from the COE last week. President Corneille asked if there will be any need for construction supervision. Mr. Fogerson said that the District will need surveying but the construction management will be done by District staff. He provided a verbal update on Mill Creek; the plans were resubmitted and permits will be submitted by the end of this month. Permitting for this project should take less than a year. Mr. Fogerson provided a handout of the Active Recharge Transfer Projects (ARTP). The Mill Creek Diversion, Plunge Creek and Twin Creek ARTP projects are the main focus of staff. He said that Plunge Creek is prevailing wage and it will require monitoring who is on the job for certified payroll. The ARTP Status Report will be updated after each ARTP meeting.

C. GENERAL MANAGER'S REPORT AND MONTHLY RECHARGE REPORT

Mr. Cozad indicated that the written General Manager's Report was included in the Board package on pages 77 through 79. The Monthly Recharge Report was included on package page 80. He noted that Ms. Miller is assisting the San Bernardino County Transportation Authority with the 210 freeway widening and that the Conservation Trust is assisting with a deposit agreement to fund these efforts to help them stay on track with their construction schedule. Mr. Cozad discussed the SB45 bond which Director Longville is assisting staff with. President Corneille expressed his desire to see an article about the Wash Plan within ACWA News. Brief discussion about legislation ensued. This item was received and filed.

D. FUTURE AGENDA ITEMS AND STAFF TASKS

President Corneille requested staff prepare a draft approach for the Mentone Shop facilities enhancement. Director Raley requested a Ad Hoc Trails Committee meeting be scheduled.

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

President Corneille met with the General Manager regarding agenda planning on February 2, attended the State of the County on February 5 and the Redlands Rise N Shine on February 7. He chaired the Advisory Commission on January 9, Redlands Rise N Shine on January 10, and Redlands Chamber of Commerce (RCC) Installation Dinner on January 15. He attended the Valley Municipal Board meeting on January 21 to present the Advisory Commission recommendation, Highland Area Chamber of Commerce (HACC) Installation Dinner on January 23 and made a presentation to the Mentone Area Chamber of Commerce meeting on January 28. He thanked staff for the updated Outreach PowerPoint presentation that was used at the meeting.

Director Raley attended the Advisory Commission on January 9, Valley Municipal Engineering Workshop on January 14 and RCC Installation Dinner on January 15. He attended Valley Municipal Board meeting on January 21, Big Bear Watermaster and Finance & Administration Committee on January 22 and Valley Board Meeting on February 4. He attended the State of the County on February 5, Valley Municipal Policy Committee on January 9 and February 6, Redlands Rise N Shine on February 7 and Valley Municipal Engineering Workshop on February 11. He presented to the SB Demostratic Club on January 31.

Vice President McDonald attended the Valley Municipal Engineering Workshop on February 11, Valley Board Meeting on February 4 and HACC luncheon on January 28. She attended the Association of San Bernardino County Special Districts Dinner(ASBCSD) on January 27, HACC Installation Dinner on January 23, and Valley Municipal Board meeting on January 21. She attended the San Bernardino Area Chamber of Commerce (SBACC) Koffee Klatch on January 15 and Valley Municipal Resources Workshop on January 9. She attended the Valley Municipal Engineering Workshop on January 14.

Director Longville met with the General Manager to discuss legislation on January 10 and February 4. He attended the Finance & Administration Committee on January 22, ASBCSD dinner meeting on January 27 and State of the County on February 5. He attended a meeting with Eloise Reyes and Anthony Reyes.

Director Longville requested approval of his attendance at the Local Government Commission Conference to be held on March 5-8 in Yosemite.

It was moved by Vice President McDonald and seconded by President Corneille to approve Director Longville's travel request for the amount of \$2,460.52 to attend the Local Government Commission Conference as presented. The motion carried 4-0 with all Directors present voting in the affirmative and Director Stewart noted absent from the vote.

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

7. UPCOMING MEETINGS

There were none discussed.

8. CLOSED SESSION

It was moved by Vice President McDonald and seconded by Director Longville to adjourn to Closed Session. The motion carried 4-0 with all Directors present voting in the affirmative and Director Stewart noted absent from the vote.

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

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

At 4:10 p.m., the meeting reconvened into Open Session. Mr. Cosgrove noted that there was no reportable action.

9. ADJOURN MEETING

It was moved by Vice President McDonald and seconded by Director Raley to adjourn. The motion carried 4-0 with all Directors present voting in the affirmative and Director Stewart noted absent from the vote.

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

At 4:13 p.m., the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on March 11, 2020, at District Headquarters, 1630 W. Redlands Blvd., Redlands, California.

Daniel B. Cozad
General Manager

San Bernardino Valley Water Conservation District
Expenditure Report
February 2020

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
PC 02.12.20	02/12/2020	Paychex	1012 · Citizens Busine...		-92.73
			6042 · Payroll Processing	4-General Fund Ent.	92.73
TOTAL					92.73
PC 02.26.20	02/26/2020	Paychex	1012 · Citizens Busine...		-91.30
			6042 · Payroll Processing	4-General Fund Ent.	91.30
TOTAL					91.30
ACH0209	02/10/2020	Melody McDonald	1012 · Citizens Busine...		-27.60
			6410 · Mileage	4-General Fund Ent.	27.60
TOTAL					27.60
ACH0210	02/10/2020	John Longville	1012 · Citizens Busine...		-49.06
			6410 · Mileage	4-General Fund Ent.	49.06
TOTAL					49.06
ACH0211	02/10/2020	John Longville	1012 · Citizens Busine...		-126.84
			6410 · Mileage	4-General Fund Ent.	126.84
TOTAL					126.84
ACH 0212	02/11/2020	Raley, David	1012 · Citizens Busine...		-48.14
			6410 · Mileage	4-General Fund Ent.	48.14
TOTAL					48.14
ACH 0213	02/19/2020	Raley, David	1012 · Citizens Busine...		-29.58
			6410 · Mileage	4-General Fund Ent.	29.58
TOTAL					29.58
ACH0214	02/26/2020	Bureau of Land Manag...	1012 · Citizens Busine...		-13,336.00
			7120 · Property-Land P...	3-Land Resources	13,336.00
TOTAL					13,336.00
ACH0215	02/25/2020	Melody McDonald	1012 · Citizens Busine...		-61.53
			6410 · Mileage	4-General Fund Ent.	61.53
TOTAL					61.53

San Bernardino Valley Water Conservation District
Expenditure Report
February 2020

03/06/20

Num	Date	Name	Account	Class	Original Amount
22182	02/06/2020	AAA Alarm Systems, Inc.	1012 · Citizens Busine...		-36.00
	02/03/2020		6030 · Office Supplies	4-General Fund Ent.	28.80
			6030 · Office Supplies	1-Groundwater Ent.	1.80
			6030 · Office Supplies	2-Redlands Plaza/...	3.60
			6030 · Office Supplies	3-Land Resources	1.80
TOTAL					36.00
22183	02/06/2020	ACWA/JPIA-Health	1012 · Citizens Busine...		-17,688.95
	02/05/2020		6110 · Vision Insurance	4-General Fund Ent.	27.68
			6110 · Vision Insurance	1-Groundwater Ent.	95.82
			6110 · Vision Insurance	2-Redlands Plaza/...	8.52
			6110 · Vision Insurance	3-Land Resources	21.29
			6110 · Vision Insurance	5-Wash Plan	14.91
			6110 · Vision Insurance	6-Active Recharge ...	44.72
			6130 · Dental Insurance	4-General Fund Ent.	109.43
			6130 · Dental Insurance	1-Groundwater Ent.	378.79
			6130 · Dental Insurance	2-Redlands Plaza/...	33.67
			6130 · Dental Insurance	3-Land Resources	84.18
			6130 · Dental Insurance	5-Wash Plan	58.92
			6130 · Dental Insurance	6-Active Recharge ...	176.77
			6150 · Medical Insurance	4-General Fund Ent.	2,162.45
			6150 · Medical Insurance	1-Groundwater Ent.	7,485.41
			6150 · Medical Insurance	2-Redlands Plaza/...	665.37
			6150 · Medical Insurance	3-Land Resources	1,663.43
			6150 · Medical Insurance	5-Wash Plan	1,164.40
			6150 · Medical Insurance	6-Active Recharge ...	3,493.19
TOTAL					17,688.95
22184	02/06/2020	American Power Security	1012 · Citizens Busine...		-720.00
	02/01/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	720.00
TOTAL					720.00
22185	02/06/2020	Assoc. San Bernardino...	1012 · Citizens Busine...		-70.00
	02/04/2020		6425 · Meals	4-General Fund Ent.	70.00
TOTAL					70.00
22186	02/06/2020	Castro Landscaping Se...	1012 · Citizens Busine...		-250.00
	01/31/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	250.00
TOTAL					250.00
22187	02/06/2020	Citizens Business Bank	1012 · Citizens Busine...		-4,153.01
	01/13/2020		5210 · Equipment Maint...	1-Groundwater Ent.	550.00
			5215 · Property Mainten...	1-Groundwater Ent.	484.25
			5215 · Property Mainten...	3-Land Resources	121.06
			6001 · General Adminis...	4-General Fund Ent.	149.12
			6001 · General Adminis...	1-Groundwater Ent.	149.12
			6002 · Website Adminis...	4-General Fund Ent.	569.40
			6004 · Meeting Expenses	4-General Fund Ent.	30.72
			6004 · Meeting Expenses	3-Land Resources	30.72
			6030 · Office Supplies	4-General Fund Ent.	586.23
			6030 · Office Supplies	1-Groundwater Ent.	36.64
			6030 · Office Supplies	2-Redlands Plaza/...	73.28
			6030 · Office Supplies	3-Land Resources	36.64

San Bernardino Valley Water Conservation District
Expenditure Report
February 2020

03/06/20

Num	Date	Name	Account	Class	Original Amount
			6039 · Postage and Ov...	4-General Fund Ent.	56.92
			6039 · Postage and Ov...	1-Groundwater Ent.	25.88
			6039 · Postage and Ov...	2-Redlands Plaza/...	10.35
			6039 · Postage and Ov...	3-Land Resources	10.35
			6435 · Conf/Seminar R...	4-General Fund Ent.	120.00
			6425 · Meals	4-General Fund Ent.	418.92
			6520 · Travel, Other (re...	4-General Fund Ent.	26.33
			6520 · Travel, Other (re...	1-Groundwater Ent.	14.63
			6520 · Travel, Other (re...	3-Land Resources	17.56
			6525 · Meals	4-General Fund Ent.	231.70
			6525 · Meals	1-Groundwater Ent.	180.21
			6525 · Meals	3-Land Resources	102.98
			6535 · Conf/Seminar R...	4-General Fund Ent.	54.00
			6535 · Conf/Seminar R...	1-Groundwater Ent.	42.00
			6535 · Conf/Seminar R...	3-Land Resources	24.00
TOTAL					4,153.01
22188	02/06/2020	Corneille, Richard	1012 · Citizens Busine...		-36.80
	01/31/2020		6410 · Mileage	4-General Fund Ent.	36.80
TOTAL					36.80
22189	02/06/2020	Edison - 8812	1012 · Citizens Busine...		-120.32
	01/31/2020		5420 · Electricity	4-General Fund Ent.	33.69
			5420 · Electricity	1-Groundwater Ent.	24.06
			5420 · Electricity	2-Redlands Plaza/...	62.57
TOTAL					120.32
22190	02/06/2020	Edison - Redlands Plaza	1012 · Citizens Busine...		-233.84
	01/31/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	233.84
TOTAL					233.84
22191	02/06/2020	Empire Disposal	1012 · Citizens Busine...		-167.81
	01/31/2020		5460 · Water / Trash / S...	4-General Fund Ent.	83.91
			5460 · Water / Trash / S...	1-Groundwater Ent.	67.12
			5460 · Water / Trash / S...	3-Land Resources	16.78
TOTAL					167.81
22192	02/06/2020	Frontier-4860	1012 · Citizens Busine...		-481.54
	01/28/2020		5440 · Telephone	4-General Fund Ent.	235.58
			5440 · Telephone	1-Groundwater Ent.	100.97
			5470 · Internet Services	4-General Fund Ent.	72.50
			5470 · Internet Services	1-Groundwater Ent.	43.50
			5470 · Internet Services	2-Redlands Plaza/...	7.25
			5470 · Internet Services	3-Land Resources	21.74
TOTAL					481.54

San Bernardino Valley Water Conservation District
Expenditure Report
February 2020

03/06/20

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
22193	02/06/2020	Frontier-7275	1012 · Citizens Busine...		-154.10
	01/19/2020		5440 · Telephone	4-General Fund Ent.	55.38
			5440 · Telephone	1-Groundwater Ent.	23.73
			5470 · Internet Services	4-General Fund Ent.	37.50
			5470 · Internet Services	1-Groundwater Ent.	22.50
			5470 · Internet Services	2-Redlands Plaza/...	3.75
			5470 · Internet Services	3-Land Resources	11.24
TOTAL					154.10
22194	02/06/2020	Home Depot Credit Ser...	1012 · Citizens Busine...		-388.59
	01/28/2020		5210 · Equipment Maint...	1-Groundwater Ent.	99.02
			5215 · Property Mainten...	1-Groundwater Ent.	231.66
			5215 · Property Mainten...	3-Land Resources	57.91
TOTAL					388.59
22195	02/06/2020	Image Source	1012 · Citizens Busine...		-290.80
	01/13/2020		6033 · Office Equipmen...	4-General Fund Ent.	218.10
			6033 · Office Equipmen...	1-Groundwater Ent.	14.54
			6033 · Office Equipmen...	2-Redlands Plaza/...	43.62
			6033 · Office Equipmen...	3-Land Resources	14.54
TOTAL					290.80
22196	02/06/2020	JAN-PRO Cleaning Sys...	1012 · Citizens Busine...		-700.00
	02/01/2020		6018 · Janitorial Services	4-General Fund Ent.	700.00
TOTAL					700.00
22197	02/06/2020	Lowe's Companies, Inc.	1012 · Citizens Busine...		-49.10
	12/25/2019		5215 · Property Mainten...	1-Groundwater Ent.	34.37
			5215 · Property Mainten...	3-Land Resources	14.73
TOTAL					49.10
22198	02/06/2020	Netsteller	1012 · Citizens Busine...		-450.00
	02/01/2020		5160 · IT Support	4-General Fund Ent.	180.00
			5160 · IT Support	1-Groundwater Ent.	225.00
			5160 · IT Support	3-Land Resources	45.00
TOTAL					450.00
22199	02/06/2020	Nossaman LLP	1012 · Citizens Busine...		-1,658.97
	01/23/2020		5120 · Misc. Profession...	4-General Fund Ent.	497.69
			5120 · Misc. Profession...	1-Groundwater Ent.	348.38
			5120 · Misc. Profession...	3-Land Resources	812.90
TOTAL					1,658.97

San Bernardino Valley Water Conservation District
Expenditure Report
February 2020

03/06/20

Num	Date	Name	Account	Class	Original Amount
22200	02/06/2020	O'Reilly	1012 · Citizens Busine...		-96.01
	01/21/2020		5210 · Equipment Maint...	1-Groundwater Ent.	75.41
	01/22/2020		5210 · Equipment Maint...	1-Groundwater Ent.	11.84
	01/27/2020		5210 · Equipment Maint...	1-Groundwater Ent.	8.76
TOTAL					96.01
22201	02/06/2020	Patton Sales Corp	1012 · Citizens Busine...		-306.16
	01/28/2020		5215 · Property Mainten...	1-Groundwater Ent.	244.93
			5215 · Property Mainten...	3-Land Resources	61.23
TOTAL					306.16
22202	02/06/2020	ReadyRefresh by Nestle	1012 · Citizens Busine...		-12.69
	01/24/2020		5460 · Water / Trash / S...	1-Groundwater Ent.	12.69
TOTAL					12.69
22203	02/06/2020	Redlands Tire Pros & S...	1012 · Citizens Busine...		-227.64
	01/15/2020		5310 · Vehicle Mainten...	1-Groundwater Ent.	227.64
TOTAL					227.64
22204	02/06/2020	Robertson's	1012 · Citizens Busine...		-692.29
	01/28/2020		5215 · Property Mainten...	1-Groundwater Ent.	553.83
			5215 · Property Mainten...	3-Land Resources	138.46
TOTAL					692.29
22205	02/06/2020	Rutan & Tucker	1012 · Citizens Busine...		-12,110.50
	01/27/2020		5180 · Legal	4-General Fund Ent.	3,687.90
			5180 · Legal	1-Groundwater Ent.	2,702.40
			5180 · Legal	2-Redlands Plaza/...	630.56
			5180 · Legal	3-Land Resources	2,972.64
			5175 · Legal - Wash Plan	5-Wash Plan	2,117.00
TOTAL					12,110.50
22206	02/06/2020	Sonoma County Water ...	1012 · Citizens Busine...		-500.00
	02/03/2020		6060 · Outreach	4-General Fund Ent.	175.00
			6060 · Outreach	1-Groundwater Ent.	125.00
			6060 · Outreach	3-Land Resources	166.25
			6060 · Outreach	5-Wash Plan	33.75
TOTAL					500.00
22207	02/06/2020	U.S. Bank Equipment F...	1012 · Citizens Busine...		-336.18
	01/10/2020		6033 · Office Equipmen...	4-General Fund Ent.	252.13
			6033 · Office Equipmen...	1-Groundwater Ent.	16.81
			6033 · Office Equipmen...	2-Redlands Plaza/...	50.43
			6033 · Office Equipmen...	3-Land Resources	16.81
TOTAL					336.18

San Bernardino Valley Water Conservation District
Expenditure Report
February 2020

03/06/20

Num	Date	Name	Account	Class	Original Amount
22208	02/06/2020	Valero Marketing & Sup...	1012 · Citizens Busine...		-627.85
	01/30/2020		5320 · Fuel	1-Groundwater Ent.	627.85
TOTAL					627.85
22209	02/06/2020	Water Education Found...	1012 · Citizens Busine...		-2,011.00
	01/21/2020		6093 · Memberships	4-General Fund Ent.	2,011.00
TOTAL					2,011.00
22210	02/06/2020	Watermaster Support S...	1012 · Citizens Busine...		-2,100.00
	02/02/2020		5120 · Misc. Profession...	4-General Fund Ent.	630.00
			5120 · Misc. Profession...	1-Groundwater Ent.	441.00
			5120 · Misc. Profession...	3-Land Resources	1,029.00
TOTAL					2,100.00
22211	02/18/2020	Angie J. Quiroga	1012 · Citizens Busine...		-19.11
	02/06/2020		6510 · Mileage	4-General Fund Ent.	7.64
			6510 · Mileage	1-Groundwater Ent.	7.64
			6510 · Mileage	3-Land Resources	1.91
			6510 · Mileage	6-Active Recharge ...	1.92
TOTAL					19.11
22212	02/18/2020	Brownstein Hyatt Farbe...	1012 · Citizens Busine...		-15,375.00
	02/07/2020		5122 · Wash Plan Profe...	5-Wash Plan	15,375.00
TOTAL					15,375.00
22213	02/18/2020	City of Redlands -Muni...	1012 · Citizens Busine...		-2,253.35
	01/21/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	2,253.35
TOTAL					2,253.35
22214	02/18/2020	County of San Bernardi...	1012 · Citizens Busine...		-22,500.00
	02/01/2020		5225 · Field Clean Up-II...	1-Groundwater Ent.	13,500.00
			5225 · Field Clean Up-II...	3-Land Resources	9,000.00
TOTAL					22,500.00
22215	02/18/2020	Edison - 7241	1012 · Citizens Busine...		-42.51
	02/11/2020		5420 · Electricity	4-General Fund Ent.	11.90
			5420 · Electricity	1-Groundwater Ent.	8.50
			5420 · Electricity	2-Redlands Plaza/...	22.11
TOTAL					42.51

San Bernardino Valley Water Conservation District
Expenditure Report
February 2020

03/06/20

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
22216	02/18/2020	Edison -5552	1012 · Citizens Busine...		-207.51
	02/08/2020		5420 · Electricity	4-General Fund Ent.	58.10
			5420 · Electricity	1-Groundwater Ent.	41.50
			5420 · Electricity	2-Redlands Plaza/...	107.91
TOTAL					207.51
22217	02/18/2020	Lowe's Companies, Inc.	1012 · Citizens Busine...		-641.33
	01/25/2020		5215 · Property Mainten...	1-Groundwater Ent.	414.84
			5215 · Property Mainten...	3-Land Resources	103.71
			5210 · Equipment Maint...	1-Groundwater Ent.	122.78
TOTAL					641.33
22218	02/18/2020	Mentone Chamber of C...	1012 · Citizens Busine...		-25.00
	02/12/2020		6093 · Memberships	4-General Fund Ent.	25.00
TOTAL					25.00
22219	02/18/2020	Mikael Romich	1012 · Citizens Busine...		-350.00
	02/11/2020		5120 · Misc. Profession...	4-General Fund Ent.	105.00
			5120 · Misc. Profession...	1-Groundwater Ent.	73.50
			5120 · Misc. Profession...	3-Land Resources	171.50
TOTAL					350.00
22220	02/18/2020	O'Reilly	1012 · Citizens Busine...		-15.07
	02/03/2020		5210 · Equipment Maint...	1-Groundwater Ent.	15.07
TOTAL					15.07
22221	02/18/2020	Pat's Pots	1012 · Citizens Busine...		-425.00
	02/13/2020		5460 · Water / Trash / S...	4-General Fund Ent.	212.50
			5460 · Water / Trash / S...	1-Groundwater Ent.	170.00
			5460 · Water / Trash / S...	3-Land Resources	42.50
TOTAL					425.00
22222	02/18/2020	Quill Corporation	1012 · Citizens Busine...		-131.40
	02/11/2020		6018 · Janitorial Services	4-General Fund Ent.	29.08
			6030 · Office Supplies	4-General Fund Ent.	81.85
			6030 · Office Supplies	1-Groundwater Ent.	5.12
			6030 · Office Supplies	2-Redlands Plaza/...	10.23
			6030 · Office Supplies	3-Land Resources	5.12
TOTAL					131.40
22223	02/18/2020	Terminix	1012 · Citizens Busine...		-72.00
	01/24/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	72.00
TOTAL					72.00

San Bernardino Valley Water Conservation District Expenditure Report February 2020

Num	Date	Name	Account	Class	Original Amount
22224	02/18/2020	The Gas Company	1012 · Citizens Busine...		-203.62
	02/13/2020		5450 · Natural Gas	4-General Fund Ent.	122.17
			5450 · Natural Gas	1-Groundwater Ent.	81.45
TOTAL					203.62
22225	02/18/2020	U.S. Bank Equipment F...	1012 · Citizens Busine...		-336.18
	02/07/2020		6033 · Office Equipmen...	4-General Fund Ent.	252.13
			6033 · Office Equipmen...	1-Groundwater Ent.	16.81
			6033 · Office Equipmen...	2-Redlands Plaza/...	50.43
			6033 · Office Equipmen...	3-Land Resources	16.81
TOTAL					336.18
22226	02/18/2020	Water Systems Consult...	1012 · Citizens Busine...		-17,635.06
	12/31/2019		5120 · Misc. Profession...	1-Groundwater Ent.	17,635.06
TOTAL					17,635.06
22227	02/18/2020	WEX Bank-Shell GAS	1012 · Citizens Busine...		-493.00
	02/06/2020		5320 · Fuel	1-Groundwater Ent.	493.00
TOTAL					493.00
22228	02/20/2020	California Dept of Fish ...	1012 · Citizens Busine...		-5,430.50
	02/20/2020		1700 · Work in Progress	1-Groundwater Ent.	5,430.50
TOTAL					5,430.50
22229	02/20/2020	Santa Ana Regional Wa...	1012 · Citizens Busine...		-1,949.00
	02/20/2020		1700 · Work in Progress	1-Groundwater Ent.	1,949.00
TOTAL					1,949.00
100243N	02/10/2020	PERS	1012 · Citizens Busine...		-11,210.24
			6170 · PERS Retirement	4-General Fund Ent.	1,457.33
			6170 · PERS Retirement	1-Groundwater Ent.	5,044.61
			6170 · PERS Retirement	2-Redlands Plaza/...	448.41
			6170 · PERS Retirement	3-Land Resources	1,121.02
			6170 · PERS Retirement	5-Wash Plan	2,354.15
			6170 · PERS Retirement	6-Active Recharge ...	784.72
TOTAL					11,210.24
100244N	02/26/2020	PERS	1012 · Citizens Busine...		-9,534.72
			6170 · PERS Retirement	4-General Fund Ent.	1,239.51
			6170 · PERS Retirement	1-Groundwater Ent.	4,290.62
			6170 · PERS Retirement	2-Redlands Plaza/...	381.39
			6170 · PERS Retirement	3-Land Resources	953.47
			6170 · PERS Retirement	5-Wash Plan	2,002.29
			6170 · PERS Retirement	6-Active Recharge ...	667.44
TOTAL					9,534.72

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report
February 2020

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
2/12/2020	Corneille, R	Jan-20	\$ 1,848.00	\$ 287.00	\$ 1,561.00
2/12/2020	McDonald, M	Jan-20	\$ 462.00	\$ 39.96	\$ 422.04
2/12/2020	Longville, J	Mar-Jun 19	\$ 3,150.00	\$ 1,064.45	\$ 2,085.55
2/12/2020	Longville, J	Jul-Jan 20	\$ 4,755.00	\$ 1,743.64	\$ 3,011.36
2/26/2020	McDonald, M	Feb-20	\$ 1,617.00	\$ 139.86	\$ 1,477.14
2/26/2020	Raley, D	Oct, Dec 19	\$ 2,475.00	\$ 591.71	\$ 1,883.29
2/26/2020	Stewart, B	Dec 19, Jan 20	\$ 1,830.00	\$ 322.99	\$ 1,507.01

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report
February 2020

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
2/12/2020	Corneille, R	Jan-20	\$ 1,848.00	\$ 287.00	\$ 1,561.00
2/12/2020	McDonald, M	Jan-20	\$ 462.00	\$ 39.96	\$ 422.04
2/12/2020	Longville, J	Mar-Jun 19	\$ 3,150.00	\$ 1,064.45	\$ 2,085.55
2/12/2020	Longville, J	Jul-Jan 20	\$ 4,755.00	\$ 1,743.64	\$ 3,011.36
2/26/2020	McDonald, M	Feb-20	\$ 1,617.00	\$ 139.86	\$ 1,477.14
2/26/2020	Raley, D	Oct, Dec 19	\$ 2,475.00	\$ 591.71	\$ 1,883.29
2/26/2020	Stewart, B	Dec 19, Jan 20	\$ 1,830.00	\$ 322.99	\$ 1,507.01



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1702

To: Board of Directors
From: General Manager, Daniel Cozad
Date: March 11, 2020
Subject: Unaudited Financial Reports, February 2020

RECOMMENDATION

Review and approve the unaudited financials for February 2020.

BACKGROUND

Each month staff presents the unaudited financials for the District. The reports to be presented are as of February 29, 2020.

DISCUSSION

City of Redlands has reported their groundwater usage and payment of \$78,350.60 is expected in March and requested waiver of late fees. An additional \$3,000 is expected from remaining producers. Wash Plan revenue from District loans is slightly higher than budgeted but will be offset by reimbursement from San Bernardino Valley Conservation Trust. This revenue is needed to offset higher costs for completing the Wash Plan HCP and SEIR/FEIS.

FISCAL IMPACT

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

POTENTIAL MOTIONS

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

ATTACHMENTS OR MATERIALS

Graph Financials for February 2020
Profit & Loss to Date vs. Annual Budget

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

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

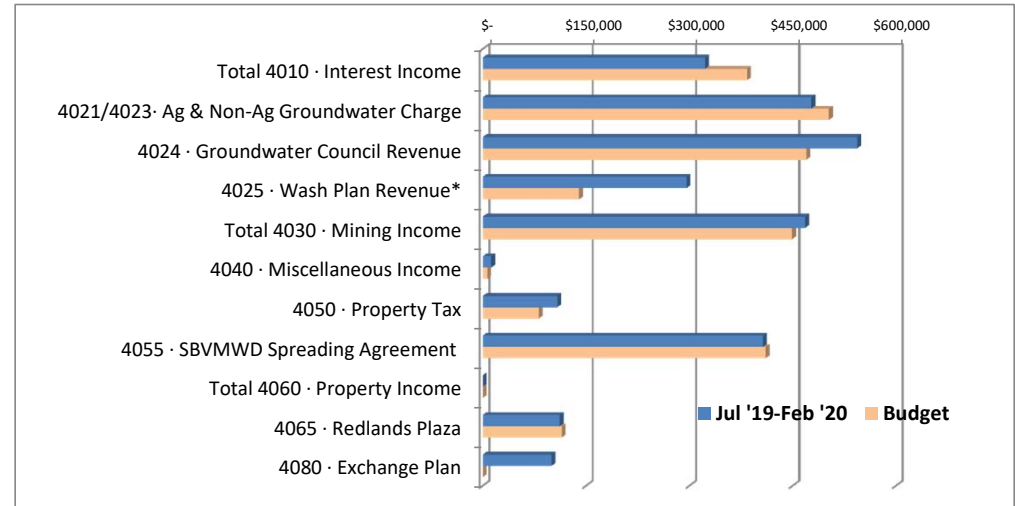
Daniel B. Cozad

SBVWCD - All Enterprises Budget and Actual

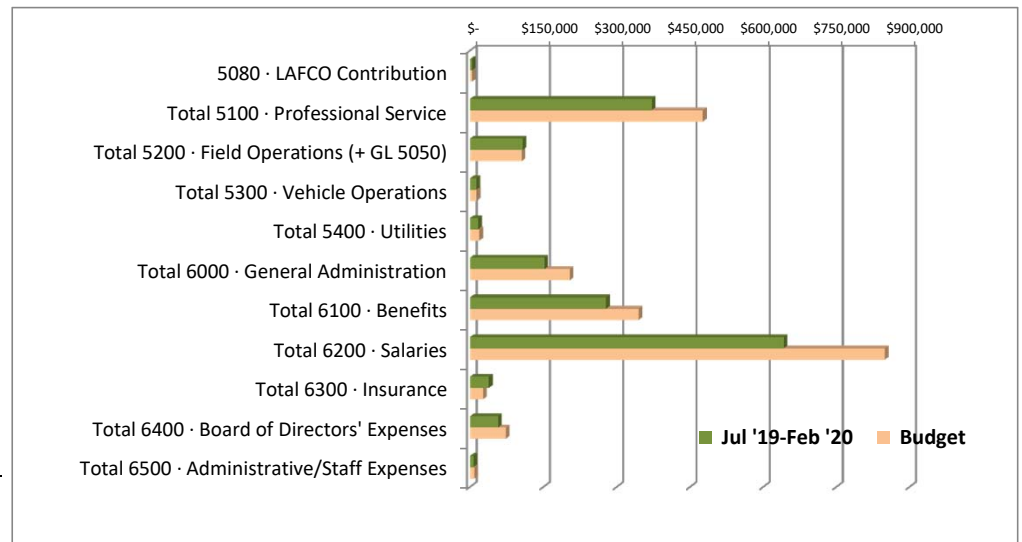
Feb 2020

REVENUE	Jul '19-Feb '20	Budget
Total 4010 · Interest Income	\$ 322,922	\$ 384,029
4021/4023· Ag & Non-Ag Groundwater Charge	\$ 477,434	\$ 502,859
4024 · Groundwater Council Revenue	\$ 543,847	\$ 470,000
4025 · Wash Plan Revenue*	\$ 296,133	\$ 140,000
Total 4030 · Mining Income	\$ 468,333	\$ 449,333
4040 · Miscellaneous Income	\$ 12,319	\$ 6,667
4050 · Property Tax	\$ 108,354	\$ 81,430
4055 · SBVMWD Spreading Agreement	\$ 407,062	\$ 411,014
Total 4060 · Property Income	\$ 100	\$ 100
4065 · Redlands Plaza	\$ 111,930	\$ 114,739
4080 · Exchange Plan	\$ 100,004	\$ -
Total Revenue	\$ 2,848,437	\$ 2,560,171

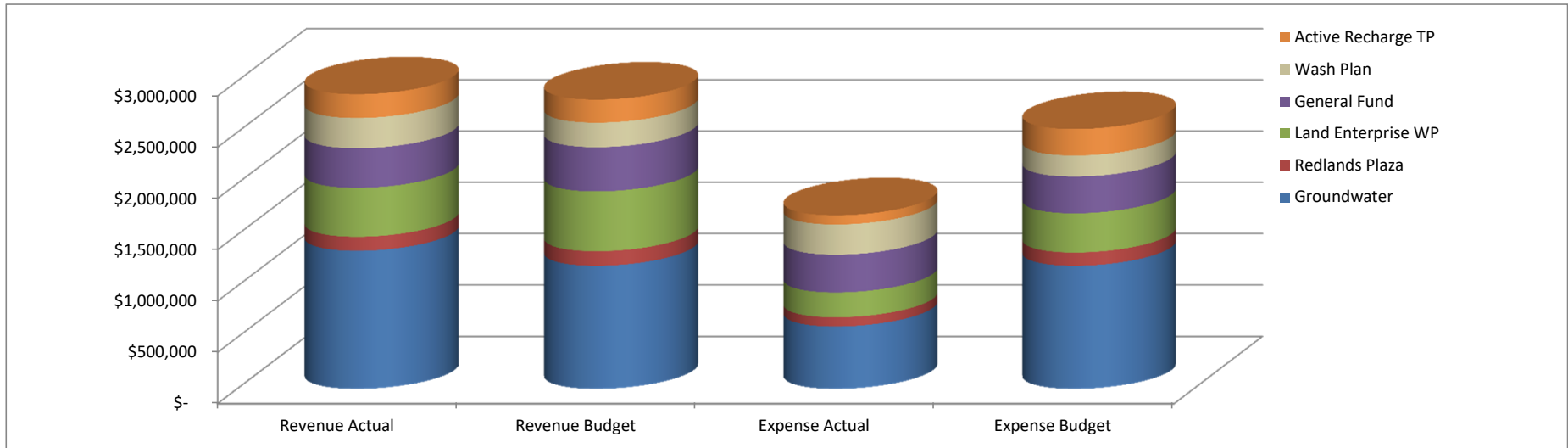
*District loans to the WP



EXPENSES Operating and Capital	Jul '19-Feb '20	Budget
5080 · LAFCO Contribution	\$ 3,952	\$ 4,000
Total 5100 · Professional Service	\$ 371,914	\$ 476,848
Total 5200 · Field Operations (+ GL 5050)	\$ 108,012	\$ 105,580
Total 5300 · Vehicle Operations	\$ 13,337	\$ 13,669
Total 5400 · Utilities	\$ 16,911	\$ 19,329
Total 6000 · General Administration	\$ 152,486	\$ 204,136
Total 6100 · Benefits	\$ 278,586	\$ 345,019
Total 6200 · Salaries	\$ 642,406	\$ 849,784
Total 6300 · Insurance	\$ 38,734	\$ 26,855
Total 6400 · Board of Directors' Expenses	\$ 57,404	\$ 73,229
Total 6500 · Administrative/Staff Expenses	\$ 7,327	\$ 8,926
Total Expense	\$ 1,691,066	\$ 2,127,376



Enterprises to Date (February 2020)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 1,345,169	\$ 1,198,916	112%
Groundwater Expense	\$ 607,326	\$ 823,386	74%
Revenue -Expense	\$ 737,843	\$ 375,530	
Redlands Plaza Revenue	\$ 136,257	\$ 141,633	96%
Redlands Plaza Expense	\$ 89,080	\$ 128,695	69%
Revenue -Expense	\$ 47,178	\$ 12,938	
Land Enterprise Revenue	\$ 477,809	\$ 584,320	82%
Land Enterprise Expense	\$ 242,784	\$ 382,714	63%
Revenue -Expense	\$ 235,025	\$ 201,606	
General Fund Revenue *	\$ 385,995	\$ 430,416	90%
General Fund Expense	\$ 367,651	\$ 358,256	103%
Revenue -Expense	\$ 18,344	\$ 72,160	
Wash Plan Revenue	\$ 296,133	\$ 240,000	123%
Wash Plan Expense	\$ 294,781	\$ 206,630	143%
Revenue-Expense	1,352	33,370	
Active Recharge TP Revenue	\$ 231,071	\$ 225,000	103%
Active Recharge TP Expense	\$ 89,445	\$ 257,945	35%
Revenue-Expense	\$ 141,626	\$ (32,945)	

Cash Status	As of 7/1/2019	As of 2/29/20
LAIF	\$ 112,923.24	\$ 127,544.31
Cal Trust	\$ 3,132,394.79	\$ 3,186,233.35
Citizens Bank	\$ 19,604,190.64	\$ 1,300,429.70
UBS Financial Services	\$ 1,892,700.47	\$ 1,905,795.94
Cal Credit Union	\$ 253,734.81	\$ 256,112.42
US Bank-CAMP	0	\$ 18,668,570.81
Total Cash	\$ 24,995,943.95	\$ 25,444,686.53
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less ARTP obligation	\$ (18,437,500.00)	\$ (18,627,082.38)
Cash Position	\$ 1,558,443.95	\$ 1,817,604.15

Increase (decrease) of \$ 259,160
Percent Increase 16.6%

* General Fund Revenue shown here does not include overhead

Total All Revenue - Expense \$ 1,181,367 \$ 662,660

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

	<u>Jul '19 - Feb 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
4010 · Interest Income				
4012 · LAIF	1,493.40	20,000.00	-18,506.60	7.47%
4013 · Caltrust Investment Income	53,838.56	66,443.10	-12,604.54	81.03%
4014 · CalCredit Union Interest Income	2,377.61	3,600.00	-1,222.39	66.05%
4015 · UBS Interest Income	34,141.32	36,000.00	-1,858.68	94.84%
4016 · Interest Income ARTP	231,070.81	450,000.00	-218,929.19	51.35%
Total 4010 · Interest Income	322,921.70	576,043.10	-253,121.40	56.06%
4020 · Groundwater Charge				
4021 · Assessments - Ag	111,816.23	97,028.35	14,787.88	115.24%
4023 · Assessments - Non-Ag	365,617.83	405,830.40	-40,212.57	90.09%
4024 · Groundwater Council Revenue	543,847.00	470,000.00	73,847.00	115.71%
Total 4020 · Groundwater Charge	1,021,281.06	972,858.75	48,422.31	104.98%
4025 · Wash Plan Revenue	296,132.51	210,000.00	86,132.51	141.02%
4030 · Mining Income				
4031 · Plant Site - CEMEX	32,000.00	48,000.00	-16,000.00	66.67%
4032 · Cemex - Royalty / Lease	386,636.38	586,000.00	-199,363.62	65.98%
4036 · Aggregate Maintenance	49,696.40	40,000.00	9,696.40	124.24%
Total 4030 · Mining Income	468,332.78	674,000.00	-205,667.22	69.49%
4040 · Miscellaneous Income				
4041 · Reimbursed Expenses	1,734.92			
4040 · Miscellaneous Income - Other	10,583.63	10,000.00	583.63	105.84%
Total 4040 · Miscellaneous Income	12,318.55	10,000.00	2,318.55	123.19%
4050 · Property Tax	108,354.48	122,145.33	-13,790.85	88.71%
4055 · SBVMWD Spreading Agreement Reim	407,061.64	411,013.69	-3,952.05	99.04%
4060 · Property Income				
4062 · Mentone Property	100.00	100.00	0.00	100.0%
Total 4060 · Property Income	100.00	100.00	0.00	100.0%
4065 · Redlands Plaza	111,930.29	172,108.19	-60,177.90	65.04%
4066 · Redlands Plaza CAM	23,996.38	40,191.90	-16,195.52	59.71%
4080 · Exchange Plan	100,004.00	30,000.00	70,004.00	333.35%
4086 · Plunge Creek IRWMP	0.00	200,000.00	-200,000.00	0.0%
4998 · Rate Stabilization From Reserve	0.00	22,223.00	-22,223.00	0.0%
4999 · Trust Reimbursement-Wash Plan	0.00	100,000.00	-100,000.00	0.0%
Total Income	2,872,433.39	3,540,683.96	-668,250.57	81.13%
Gross Profit	2,872,433.39	3,540,683.96	-668,250.57	81.13%
Expense				
5040 · Regional Programs				
5080 · LAFCO Contribution	3,951.62	4,000.00	-48.38	98.79%
Total 5040 · Regional Programs	3,951.62	4,000.00	-48.38	98.79%
5050 · Basin Cleaning	27,094.00	50,000.00	-22,906.00	54.19%
5100 · Professional Service				
5120 · Misc. Professional Services	89,633.33	130,000.00	-40,366.67	68.95%
5122 · Wash Plan Professional Services	128,621.19	30,000.00	98,621.19	428.74%
5123 · Habitat Management-WP	0.00	120,000.00	-120,000.00	0.0%
5124 · Plunge Creek Prof Services	24,330.00	150,000.00	-125,670.00	16.22%
5125 · Engineering Services	0.00	18,000.00	-18,000.00	0.0%
5130 · Aerial Photography & Surveying	6,000.00	1,000.00	5,000.00	600.0%
5155 · WP Trails Professional Services	0.00	25,000.00	-25,000.00	0.0%
5160 · IT Support	3,150.00	7,000.00	-3,850.00	45.0%
5170 · Audit	23,260.00	26,155.00	-2,895.00	88.93%
5175 · Legal - Wash Plan	19,631.75	20,000.00	-368.25	98.16%
5180 · Legal	77,287.25	175,000.00	-97,712.75	44.16%
Total 5100 · Professional Service	371,913.52	702,155.00	-330,241.48	52.97%
5133 · Regional River HCP Contribution	0.00	25,000.00	-25,000.00	0.0%
5200 · Field Operations				
5210 · Equipment Maintenance	6,619.16	6,365.40	253.76	103.99%
5215 · Property Maintenance	27,912.49	42,000.00	-14,087.51	66.46%
5225 · Field Clean Up-Illegal dumping	46,386.01	60,000.00	-13,613.99	77.31%
Total 5200 · Field Operations	80,917.66	108,365.40	-27,447.74	74.67%
5223 · Temp. Field Labor	0.00	11,000.00	-11,000.00	0.0%

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

	<u>Jul '19 - Feb 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5300 · Vehicle Operations				
5310 · Vehicle Maintenance	5,046.93	8,000.00	-2,953.07	63.09%
5320 · Fuel	8,289.61	12,500.00	-4,210.39	66.32%
Total 5300 · Vehicle Operations	13,336.54	20,500.00	-7,163.46	65.06%
5400 · Utilities				
5410 · Alarm Service	1,075.00	1,500.00	-425.00	71.67%
5420 · Electricity	4,359.04	10,000.34	-5,641.30	43.59%
5430 · Mobile Phone	2,902.51	3,550.00	-647.49	81.76%
5440 · Telephone	3,721.60	8,000.00	-4,278.40	46.52%
5450 · Natural Gas	614.40	986.59	-372.19	62.28%
5460 · Water / Trash / Sewer	2,286.96	2,300.00	-13.04	99.43%
5470 · Internet Services	1,951.37	2,652.26	-700.89	73.57%
Total 5400 · Utilities	16,910.88	28,989.19	-12,078.31	58.34%
6000 · General Administration				
6001 · General Administration - Other	4,849.15	4,500.00	349.15	107.76%
6002 · Website Administration	3,631.74	3,300.00	331.74	110.05%
6003 · Property Tax	0.00	235.10	-235.10	0.0%
6004 · Meeting Expenses	664.99	2,000.00	-1,335.01	33.25%
6006 · Permits	0.00	10,000.00	-10,000.00	0.0%
6007 · Inter District Costs	0.00	10,000.00	-10,000.00	0.0%
6009 · Licenses	1,542.30	1,300.00	242.30	118.64%
6010 · Surety Bond	3,025.00	1,900.00	1,125.00	159.21%
6012 · Office Maintenance	455.00	3,180.00	-2,725.00	14.31%
6013 · Office Lease Payment	40,000.00	60,000.00	-20,000.00	66.67%
6015 · Mentone House Maintenance	2,208.24	5,000.00	-2,791.76	44.17%
6016 · Redlands Plaza Maintenance	10,838.65	40,000.00	-29,161.35	27.1%
6018 · Janitorial Services	7,189.08	9,108.89	-1,919.81	78.92%
6019 · Janitorial Supplies	209.58	500.00	-290.42	41.92%
6020 · Vacancy Marketing-Redlands Plaz	11,355.96	5,500.00	5,855.96	206.47%
6026 · Redlands Plaza CAM expenses	20,614.55	29,355.00	-8,740.45	70.23%
6027 · Computer Software	285.54	600.00	-314.46	47.59%
6030 · Office Supplies	3,211.00	3,750.67	-539.67	85.61%
6033 · Office Equipment Rental	5,778.97	9,500.00	-3,721.03	60.83%
6036 · Printing	1,306.47	980.00	326.47	133.31%
6039 · Postage and Overnight Delivery	667.90	1,200.00	-532.10	55.66%
6042 · Payroll Processing	1,767.47	2,523.50	-756.03	70.04%
6045 · Bank Service Charges	175.00	2,575.00	-2,400.00	6.8%
6051 · Uniforms	853.48	2,200.00	-1,346.52	38.8%
6060 · Outreach	2,200.64	60,000.00	-57,799.36	3.67%
6087 · Educational Reimbursement	0.00	5,000.00	-5,000.00	0.0%
6090 · Subscriptions/Publications	1,119.80	1,210.00	-90.20	92.55%
6091 · Public Notices	543.40	3,200.00	-2,656.60	16.98%
6093 · Memberships	27,992.11	20,860.20	7,131.91	134.19%
Total 6000 · General Administration	152,486.02	299,478.36	-146,992.34	50.92%
6100 · Benefits				
6110 · Vision Insurance	1,585.19	3,090.02	-1,504.83	51.3%
6120 · Workers' Comp. Insurance	7,418.07	18,908.65	-11,490.58	39.23%
6130 · Dental Insurance	6,348.25	13,265.60	-6,917.35	47.86%
6150 · Medical Insurance				
6150.01 · Medical Employee Contribution	-17,356.47	-30,960.10	13,603.63	56.06%
6150 · Medical Insurance - Other	127,784.96	237,140.37	-109,355.41	53.89%
Total 6150 · Medical Insurance	110,428.49	206,180.27	-95,751.78	53.56%
6160 · Payroll Taxes-Employer	42,524.84	89,947.99	-47,423.15	47.28%
6170 · PERS Retirement				
6170.01 · PERS Employee Contributions	-60,895.14	-44,370.29	-16,524.85	137.24%
6170 · PERS Retirement - Other	171,176.48	230,506.22	-59,329.74	74.26%
Total 6170 · PERS Retirement	110,281.34	186,135.93	-75,854.59	59.25%
Total 6100 · Benefits	278,586.18	517,528.46	-238,942.28	53.83%
6200 · Salaries				
6230 · Regular Salaries	642,405.87	1,274,675.96	-632,270.09	50.4%
Total 6200 · Salaries	642,405.87	1,274,675.96	-632,270.09	50.4%
6300 · Insurance				
6310 · Property/ Auto Insurance	3,342.36	7,000.00	-3,657.64	47.75%
6320 · General Liability Insurance	35,391.18	32,300.00	3,091.18	109.57%
Total 6300 · Insurance	38,733.54	39,300.00	-566.46	98.56%

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

	<u>Jul '19 - Feb 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6400 · Board of Directors' Expenses				
6401 · Directors' Fees				
6401.5 · Payroll Taxes-Directors	6,289.36			
6401 · Directors' Fees - Other	45,258.07	90,344.10	-45,086.03	50.1%
Total 6401 · Directors' Fees	51,547.43	90,344.10	-38,796.67	57.06%
6410 · Mileage	1,314.33	4,000.00	-2,685.67	32.86%
6415 · Air Fare	427.60	2,500.00	-2,072.40	17.1%
6420 · Other Travel	105.00	500.00	-395.00	21.0%
6425 · Meals	1,551.26	3,500.00	-1,948.74	44.32%
6430 · Lodging	787.93	4,000.00	-3,212.07	19.7%
6435 · Conf/Seminar Registrations	1,670.00	5,000.00	-3,330.00	33.4%
6440 · Election Fees / Re-Districting	0.00	0.00	0.00	0.0%
Total 6400 · Board of Directors' Expenses	57,403.55	109,844.10	-52,440.55	52.26%
6500 · Administrative/Staff Expenses				
6510 · Mileage	520.75	1,800.00	-1,279.25	28.93%
6515 · Air Fare	2,386.32	2,000.00	386.32	119.32%
6520 · Travel, Other (rental car, taxi)	455.69	1,000.00	-544.31	45.57%
6525 · Meals	1,323.15	1,591.35	-268.20	83.15%
6530 · Lodging	831.18	3,000.00	-2,168.82	27.71%
6535 · Conf/Seminar Registrations	1,810.00	4,000.00	-2,190.00	45.25%
Total 6500 · Administrative/Staff Expenses	7,327.09	13,391.35	-6,064.26	54.72%
9999 · Contribution to Capital Maint.	0.00	361,365.60	-361,365.60	0.0%
Total Expense	1,691,066.47	3,565,593.42	-1,874,526.95	47.43%
Net Ordinary Income	1,181,366.92	-24,909.46	1,206,276.38	-4,742.64%
Other Income/Expense				
Other Expense				
7000 · Construction				
7010 · Materials	0.00	18,000.00	-18,000.00	0.0%
7055 · Plunge Creek Expansion	0.00	362,957.00	-362,957.00	0.0%
Total 7000 · Construction	0.00	380,957.00	-380,957.00	0.0%
7100 · Land & Buildings				
7110 · Property Capital Repairs	156,967.00	304,000.00	-147,033.00	51.63%
7120 · Property-Land Purchase	28,336.00			
7126 · ARTP Engr/Prof Services	0.00	450,000.00	-450,000.00	0.0%
7130 · Mentone Property (House)-CapRep	0.00	25,000.00	-25,000.00	0.0%
7140 · Mentone Property (Shop)-CapRep	0.00	220,000.00	-220,000.00	0.0%
7150 · Mill Creek Diversion	0.00	446,068.00	-446,068.00	0.0%
7160 · Mendoza Property	0.00	137,000.00	-137,000.00	0.0%
Total 7100 · Land & Buildings	185,303.00	1,582,068.00	-1,396,765.00	11.71%
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	0.00	5,000.00	-5,000.00	0.0%
7220 · Computer Software	11,077.00	10,000.00	1,077.00	110.77%
7230 · Field Equipment / Vehicles	0.00	145,000.00	-145,000.00	0.0%
7240 · Office Equipment	1,234.67	1,500.00	-265.33	82.31%
Total 7200 · Equipment & Vehicles	12,311.67	161,500.00	-149,188.33	7.62%
7400 · Professional Services Capital				
7438 · Engineering Services-Other	0.00	125,000.00	-125,000.00	0.0%
Total 7400 · Professional Services Capital	0.00	125,000.00	-125,000.00	0.0%
Total Other Expense	197,614.67	2,249,525.00	-2,051,910.33	8.79%
Net Other Income	-197,614.67	-2,249,525.00	2,051,910.33	8.79%
Net Income	983,752.25	-2,274,434.46	3,258,186.71	-43.25%



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1703

To: Board of Directors

From: General Manager, Daniel Cozad

Date: March 11, 2020

Subject: Groundwater Late Payer, Non-Respondents and Investigation List for GWA #53

RECOMMENDATION

Review, discuss, and direct staff to continue to investigate late payers and non-respondents for the period of July 1, 2019 – December 31, 2019.

BACKGROUND

The District sent notices to all producers as it does every six months. GWA 53 covers the period from July 1 to December 31, 2019. After each assessment period's payment deadline, staff follows the Board approved procedure, sending late notices, calling and attempting to assist any producer who has filed incorrect statements, or has failed to file or pay or both. Each groundwater assessment cycle has both late-payers or non-paying producers. Staff makes several attempts to contact producers who have not paid and find owners for wells that have new owners or managers.

DISCUSSION

District staff has made contact with Laranni Gunter, Piperhill Redlands, Tennessee Water Co, Trojan Groves, and Gage Canal. Gage Canal staff was unaware of their new responsibility to report production for well recordation no. 3603921 that was formerly reported on by Happe Mutual Well Co. Payment and reporting for all previously mentioned producers are expected to be received soon. Additional emails and/or phone calls have been sent to Doug Guyette and Splash Kingdom.

FISCAL IMPACT

Staff time.

ATTACHMENTS OR MATERIALS

Past Due GW #53 Producers Investigation List

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

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Division 3:
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Division 4:
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Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

PAST DUE GW #53 PRODUCERS INVESTIGATION LIST

PAST DUE GW #53 PRODUCERS INVESTIGATION LIST				Expect Pymt/Report	Late Reporters	Field Visit Needed
PRODUCERS	WELL CODE	RECORDATION	LAST PAYMENT/REPORTING			
1. Laranni Gunter Well	1S3W32G01S	3600160	\$0/GW #51 (Jul-Dec 2018)	X		
2. Piperhill Redlands LLC	1S2W30H	3601126	\$223.94/GW #51 (Jul-Dec 2018)	X		
3. Tennessee Water Company	1S3W16L	3600474	\$95.70/GW #51 (Jul-Dec 2018)	X		
4. Trojan Groves	1S3W15M	3600451	\$0/GW #52 (Jan-Jun 2019)	X		
5. Doug Guyette	1N4W36M01S	3600458	\$0/GW #52 (Jan-Jun 2019)	X		
6. Gage Canal	01S04W13G04S	3603921	\$0/GW #52 (Jan-Jun 2019)	X		
7. Splash Kingdom	1S3W19J07S	3602549	\$139.77/GW #52 (Jan-Jun 2019)		X	



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1704

To: Board of Directors

From: Assistant Engineer, Katelyn Scholte

Date: March 11, 2020

Subject: Final 2020 Engineering Investigation Report and Draft Groundwater Resolution

RECOMMENDATION

Review, discuss and consider approval of the 2020 Engineering Investigation and review and provide any comments to District Counsel on the Draft Groundwater Resolution.

BACKGROUND

Over five years ago, Staff prepared the first EI Report Plan after receiving considerable input and discussion with the BTAC and other parties in the Basin. Recently, Staff has updated the plan to incorporate changes and revisions that were identified from the production of the EI Report in 2019.

Staff developed the 2020 EI Report in accordance with the updated EI plan approved by the Board last year. Staff posted the Draft EI Report and will present the report to the Board in the meeting. The next BTAC meeting will be in April and staff will offer a presentation if the BTAC is interested.

DISCUSSION

Generally, the EI Report process was very similar to prior years. Data for well location was requested and Katelyn Scholte verified locations, basins and wells to improve accuracy and mapping quality. This year when mapping we have locations for more than 180 wells giving a more accurate representation of the ground water elevation. Staff has not received any changes since posting, however that is very recent. Virtually all requested well levels were reported. SBVMWD will again run their model for the basin with our data to compare with the EI Report and results will be reported when complete.

The 2020 EI Report indicates precipitation was higher for the water year and for the calendar year. This year precipitation was approximately 117% of normal. The EI shows a general rise in basin water levels from the elevations from the prior year. Many areas increased ranging from 4 to 25 feet; however, some areas of the basin have increased almost 60 feet due to an increase in the quantity of native and State Water Project water recharged in the area. 55,000AF of State Project Water was available for recharge in the basin in 2019. This increased availability of imported water

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GENERAL MANAGER

Daniel B. Cozad

for groundwater recharge and greater than average precipitation caused an incline in water levels resulting in an increase of about 152,000 AF for the Bunker Hill Basin. Groundwater production was approximately the same for the previous period with 75,000 AF within SBVWCD boundaries and 157,000 AF within the Bunker Hill Basin boundary was used.

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

FISCAL IMPACT

The EI Report preparation alone does not have a significant fiscal impact. Costs to produce the 2019 EI are similar to the last few years and lower than the past due to the exclusive use of in-house and intern staff for data acquisition, management, analysis, and document preparation. This represents a savings to the Groundwater Enterprise and to the District. A primary purpose of the report is to provide the basis for the Groundwater Charge in compliance with Water Code §75523. The budget for the Groundwater Enterprise covers the cost for the EI Report.



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1705

To: Board of Directors
From: Daniel Cozad, General Manager
Date: March 11, 2020
Subject: Plunge Creek Conservation Project Award of Construction Contract

RECOMMENDATION

Staff recommends that the Board:

1. Award a contract to Noho Constructors (Studio City, CA), in the amount of \$387,632 for the Project.
2. Authorize a contingency fund of \$38,763 for the Project.
3. Authorize the General Manager to approve the expenditure of the contingency fund of \$38,763 for verified quantity overruns for this unit priced construction contract and order any necessary changes or additions in work performed under the contract.
4. Authorize General Manager to accept the work when complete and execute and file the Notice of Completion.

BACKGROUND AND DISCUSSION

The Plunge Creek Conservation Project is a SAWPA IRWMP (Proposition 84) grant-funded project intended to increase groundwater recharge and habitat availability for rare species covered by the Wash Plan HCP. The Project is a covered activity in the HCP as part of the habitat enhancement/restoration within the Wash area.

The Project has been separated into two phases due to permitting issues and the timeline requirements of the project grant. A Notice of Exemption for the entire Project was filed and posted on January 12, 2018, with the San Bernardino County Clerk of the Board and on February 28, 2018, with the State Clearinghouse, for the construction of the Plunge Creek Conservation Project, as specified in the California Environmental Quality Act guidelines. The District has obtained a 1602 Permit from the California Department of Fish and Wildlife, 404 Permit from the Army Corp of Engineers, and a 401 Permit from the Regional Water Quality Control Board covering both phases of work. These permits are sufficient to construct Phase 1. Staff is currently working to obtain a Safe Harbor Agreement with California Fish and Wildlife, which is needed to construct Phase 2.

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

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Daniel B. Cozad

A Notice to Proceed for Phase 1 will be held as long as possible to allow for the Safe Harbor Agreement needed for Phase 2 to be completed. It is anticipated that the Notice to Proceed for Phase 1 will not be delayed beyond July 13, 2020. The Phase 2 Notice to Proceed will be held until the Safe Harbor Agreement has been obtained. The District has retained the right not to construct Phase 2.

This Project was advertised in the Sun Telegram newspaper on February 9 through February 15, on on-line websites ebidboard.com starting February 6, and on Dodge Plan Board beginning on February 7. No addendums were issued, and bids were received within the listed due date on February 27 as follows:

Contractor	Location	Total Bid Phase 1	Total Bid Phase 1 &2
Noho Constructors	Studio City, CA	\$213,689	\$387,632
H&H General Constructors, Inc.	Highland, CA	\$207,830	\$483,212
Norstar Plumbing and Engineering Inc.	Alta Loma, CA	\$620,461	\$862,032
Spiess Construction Co., Inc.	Santa Maria, CA	\$346,739	\$575,230

FISCAL IMPACT

The recommendations, as listed, will result in the expenditure of construction funds. The original estimated total project cost was \$712,000, including a \$212,000 match from the District. The cost for engineering, permitting, and administration has exceeded the original budget due to regulatory delays and changes. The construction cost was initially estimated to be \$375,000 in 2015. \$500,000 has been included in this year’s budget for the construction and administration of the Project. Staff will be recommending approval to award a Professional Services Contract in the amount of \$29,500 in a separate Board Memorandum. ICF Jones & Stokes currently has \$30,331.69 remaining on their contract and will provide construction phase support. Staff cost to oversee the construction is estimated to be \$72,000 (15% of the construction contract), bringing the total authorized construction phase costs to \$558,226.69. Of this total, \$375,000 will be reimbursed from grant funds, and any remainder will utilize Groundwater or Capital Improvement reserve funds as intended.

ATTACHMENTS OR MATERIALS

1. Plunge Creek Conservation Contract with Noho Constructors

PLUNGE CREEK CONSERVATION PROJECT

CONSTRUCTION SERVICES AGREEMENT

THIS CONTRACT CONSTRUCTION SERVICES AGREEMENT (“Agreement”) by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a special district (“District”), and Noho Constructors, a California corporation (“Contractor”), is effective upon signature by District and Contractor.

NOW THEREFORE, the parties hereto agree as follows:

RECITALS

1. **Independent Contractor.** Contractor is an independent contractor and not an employee of the District. Contractor shall have no authority to bind the District by any statement, representation, or promise of any kind or nature without first obtaining the District’s written consent.
2. **Coordination with Owner (if not District).** Contractor shall not interfere with the District’s relationship with the Owner and shall not deal directly with the Owner or Owner’s representative without prior authorization in each instance from the District. The Contractor is hereby authorized to coordinate directly with the Owner to secure site access. Additionally, the Contractor is authorized to coordinate directly with the Owner to ensure diversion flows are maintained in the existing diversion canal as specified on Sheet C1 of the Plans under Construction Schedule Constraints.
3. **Authority.** The parties represent that they are authorized to enter into this Agreement and that the persons executing this Agreement on their behalf have the authority and capacity to do so.
4. **Construction.** This Agreement shall not be construed against any of the parties and the rule of construing contract ambiguities against the party drafting the contract shall be inapplicable.
5. **Effect of Headings.** The headings used in this Agreement are for convenience only and shall not affect the construction or interpretation this Agreement.
6. **Word Usage.** Unless the context clearly requires otherwise, plural and singular numbers will be considered to include the other; the masculine, feminine, and neuter genders will each be considered to include the others; “shall,” “will,” “must,” “agree,” and “covenants” are each mandatory; “may” is permissive; “or” is not exclusive; and “includes” and “including” are not limiting.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, supersedes all prior or contemporaneous oral or written agreements between the parties, and may only be amended by an instrument in writing executed by the parties.
8. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties.
9. **Counterparts.** This Agreement may be executed in counterparts, a facsimile of which shall be deemed an original, and all of which shall together be deemed one and the same instrument.
10. **Governing Law.** This Agreement shall be construed under, and governed by, the laws of the State of California.
11. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such invalid or unenforceable provision(s) shall not affect the validity or enforceability of any other provision of this Agreement.

SCOPE OF WORK and CONTRACT DOCUMENTS

Contractor shall furnish all labor, services, materials, equipment and tools of every kind and nature to fully perform in a workmanlike and timely manner the following scope of work (“Contract Work”):

Insert Scope of Work as listed in the Notice Inviting Bids and as revised or amended in any issues addenda. Note that cost shown in each Bid Schedule are independent of each other and shall not be adjusted based upon which Phase is constructed.

Contractor shall perform the Contract Work in strict accordance with the Contract Documents which are incorporated herein by reference and shall not deviate from the Contract Documents without the prior written approval of the District. Contractor shall be responsible for any additional costs, delays or damages caused by deviation from the Contract Documents without the prior written approval of the District. All Contract Work shall be subject to the satisfaction and approval of the District and Owner identified above.

A condition precedent to the Contractor receiving a Notice to Proceed for the Contract Work is Contractor’s submission of a signed copy of this Agreement, bonds, insurance certificates requested by the District, a Storm Water Pollution Prevention Plan if required and an updated list of Contractor’s subcontractors and material suppliers on the project.

The Contract Documents consist of the following:

This Agreement and all accompanying documents thereto

Notice Inviting Bids

Special Provisions

Plans (T1, G1, C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C12, D1, D2 and D3 dated [February 2020]

Instructions to Bidders

Bid Proposal

2009 Edition of (“Greenbook”) Standard Specifications for Public Works Construction Addenda

In the event of a conflict or discrepancy among the Contract Documents, interpretation will be based on the following priorities: (1) this Agreement; (2) the Special Provisions (3) Plans (4) 2009 Edition of (“Greenbook”) Standard Specifications for Public Works Construction.

TIME FOR PERFORMANCE AND SCHEDULING

Contract Time - Contractor shall complete all work within the number of days listed in the Special Provisions after Notice to Proceed from the District has been issued.

Scheduling - Time is of the essence under this Agreement. Contractor shall cooperate with the District in the timely performance of the Contract Work and shall develop the schedule for the Project, for approval by the District, which conforms to the construction schedule constraints listed on Sheet T1 of the Plans.

The District shall have the right to direct the scheduling of the Contract Work as the District deems to be in the best interest for the Project as a whole and Contractor shall perform the Contract Work in accordance with the approved schedule so as not to delay, disrupt, or damage the work. Should Contractor fall behind the approved schedule or if, in the opinion of the District, Contractor is not maintaining a satisfactory rate of progress, the District may direct Contractor to take such action as the District deems necessary to timely perform the Contract Work, including, but not limited to, increasing the number of superintendents, foremen, and laborers, increasing the number of crews, increasing the number of shifts, employing more or

better equipment, working overtime, expediting delivery of materials, substituting materials, changing the sequence of performance, or any other increase or acceleration of effort, all of which shall be performed by Contractor at no cost to the District.

In the event the Contract Work is delayed or disrupted by the District, the Owner, or third parties, Contractor may make a written request to the District for a time extension.

The District may award the Contract during winter months when weather may result in construction delays. In the event that weather conditions result in the loss of working days, the Contract Time shall be extended by an equivalent amount of time. In the event that weather delays result in a loss of 20 working days or more, the District and the Contractor will negotiate an equitable adjustment in cost to compensate for mobilization and standby costs

SCHEDULE OF PRICES

The District reserves the right to execute one or both Schedule of Prices. The Contractor acknowledges that the Schedules are not dependent of each other and either Schedule may be the total contract amount based upon the Notice to Proceed issued on the project.

SCHEDULE A – Phase 1

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization (Note: this lump sum figure cannot exceed 10 percent of the total for bid)	1	LS	\$20,000.00	\$20,000.00
2	Clearing and Grubbing	2.4	AC	\$6,525.00	\$15,660.00
3	Site Preparation, BMPs, and SWPPP	1	LS	\$5,000.00	\$5,000.00
4	Upper Pilot Channel Excavation	3130	CY	\$28.50	\$89,205.00
5	Splitter Mound Keystone Boulder	14	EA	\$120.00	\$1,680.00
6	Splitter Mound Native Rock	184	CY	\$9.10	\$1,674.40
7	Splitter Mound Coarse Streambed Fill	65	CY	\$20.60	\$1,339.00
8	Splitter Mound Filter Material	19	CY	\$52.00	\$988.00
9	Splitter Mound LWM	193	LF	\$6.00	\$1,158.00
10	Boulder Anchor Assembly	3	EA	\$175.00	\$525.00
11	Boulder Stockpile Mound	10	EA	\$200.00	\$2,000.00
12	Export Excess Material	3260	CY	\$21.00	\$68,460.00
13	Site Restoration	1	LS	\$3,000.00	\$3,000.00
15	On-Site Mitigation Measures	1	LS	\$3,000.00	\$3,000.00

Total Contract Phase 1	\$ 213,689
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SCHEDULE B – Phase 1 and 2

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL
1	Mobilization (Note: this lump sum figure cannot exceed 10 percent of the total for bid)	1	LS	\$35,000.00	\$35,000.00
2	Clearing and Grubbing	6.8	AC	\$6,525.00	\$44,370.00
3	Site Preparation, BMPs, and SWPPP	1	LS	\$8,950.00	\$8,950.00
4	Upper Pilot Channel Excavation	4000	CY	\$28.50	\$114,000.00
5	Lower Pilot Channel Excavation	2030	CY	\$28.50	\$57,855.00
6	Splitter Mound Keystone Boulder	78	EA	\$120.00	\$9,360.00
7	Splitter Mound Native Rock	1020	CY	\$9.10	\$9,282.00
8	Splitter Mound Coarse Streambed Fill	325	CY	\$20.60	\$6,695.00
9	Splitter Mound Filter Material	126	CY	\$52.00	\$6,552.00
10	Splitter Mound LWM	230	LF	\$6.00	\$1,380.00
11	Boulder Anchor Assembly	3	EA	\$175.00	\$525.00
12	Boulder Stockpile Mound	60	EA	\$200.00	\$12,000.00
13	Berm (soil disposal area)	6754	CY	\$9.50	\$64,163.00
14	Site Restoration	1	LS	\$9,000.00	\$9,000.00
15	On-Site Mitigation Measures	1	LS	\$8,500.00	\$8,500.00

Total Contract Phase 1 and 2	\$ 387,632
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PAYMENT

The District shall pay Contractor for full performance of the Contract Work based on the approved percent completion of the Contract Work in strict compliance with the Contract Documents, less retainage, and subject to any adjustment to the Contract Price and/or time.

No later than the first (1st) day of each month in which Contractor is continuing to perform the Contract Work, Contractor shall submit to the District the following:

- (1) A payment request for the Contract Work, less retainage, performed during the previous month;
- (2) A schedule of values showing the percentage and amount completed of the Contract Work through the current payment request.
- (3) Conditional waivers and releases upon progress payment from Contractor and Contractor's subcontractors and material suppliers in a form acceptable to the District; and

- (4) Unconditional waivers and releases upon progress payment from Contractor and, as applicable, Contractor's subcontractors and material suppliers for the previous payment application in a form acceptable to the District.

The District shall make progress payments to Contractor. The District shall pay Contractor an amount, less retention of ten percent (10%), equal to the value of the Contract Work satisfactorily completed by Contractor as documented in the payment request and approved by the District, within thirty (30) business days of the District approval.

Upon satisfactory completion of the Contract Work, including satisfactory completion of any punch list work, Contractor shall submit to the District the following:

- (1) A final payment request for the Contract Work, including previously withheld retainage, completed by Contractor;
- (2) A final schedule of values showing the percentage and amount completed of the Contract Work;
- (3) Conditional waivers and releases upon final payment from Contractor and Contractor's subcontractors and material suppliers;
- (4) Unconditional waivers and releases upon progress payment from Contractor and, as applicable, Contractor's subcontractors and material suppliers for the previous payment application.

In addition to the foregoing, a condition precedent to final payment by the District to Contractor is acceptance by the District of the satisfactory completion of the Contract Work and Contractor's submission of any manuals and warranties applicable to the Contract Work.

The District shall pay Contractor an amount, including previously withheld retention, equal to the value of the Contract Work satisfactorily completed by Contractor and approved by the District, within thirty (30) business days of the District approval.

No payment, whether a progress payment or final payment shall be construed as an acceptance of defective or incomplete work

INSPECTION AND ACCEPTANCE

The Contract Work and Contractor's performance of the Contract Work is subject to the direction of the District and the satisfaction and approval of the District.

Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the District. The District will observe the progress and quality of the work and determine, in general, if the work is proceeding in accordance with the intent of the Contract Documents. The District shall not be required to make comprehensive or continuous inspections to check the quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the District shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work and to furnish proper materials, labor, equipment, and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.

Materials, equipment, and workmanship shall be subject to the inspection of, and rejection by, the District if not in conformance with the Contract Documents. Defective materials, equipment, or Contract Work shall be removed from the premises by the Contractor, whether in place or not, and shall be replaced with new and acceptable materials, equipment, or work. Repair of defective materials, equipment, or work shall be subject to the District's acceptance.

Upon substantial completion of the Contract Work, Contractor shall make its own “punch list” of Contract Work which is incomplete, defective, or otherwise not in compliance with the Contract Documents applicable to the Contract Work and shall furnish the punch list to the District. Contractor shall immediately correct all items on its punch list and all items on any other punch list or other list of discrepancies in the Contract Work provided by the District so as to expedite final inspection and acceptance of the project

LIQUIDATED DAMAGES

See Special Provision Section 6.9 (Liquidated Damages). Section 6.9 in the Standard Specifications for Public Works Construction 2009 edition shall apply if Liquidated Damages requirements are not included in the Special Provisions.

CHANGES / CLAIMS / RESOLUTION OF CONSTRUCTION CLAIMS

Changes. The District may issue written change orders or written change directives for the Contract Work. Contractor shall be obligated to perform such change orders and change directives and the Contract Price and time may be adjusted as specified in such change orders and change directives. Oral changes to the Contract Work are not valid and Contractor shall have no claim or entitlement to payment or additional time unless, prior to performance, Contractor receives a written change order or written change directive from the District.

If Contractor requests a written change order but there is a dispute as to whether the work at issue is a change in the Contract Work or there is a dispute as to the price or time associated with such change order, the District may issue a written change directive to the Contractor and the Contractor shall be obligated to perform such change directive without either party admitting liability for the change or waiving their respective rights under this Agreement. Any request by the Contractor for additional compensation or additional time shall be based on Contractor’s actual direct costs and actual time incurred with respect to the change in the Contract Work. At the District’s request, Contractor shall submit and give the District access to, current, accurate and complete data to substantiate any actual direct costs and any actual time claimed by Contractor.

For any change in the Contract Work initiated by the District, Contractor shall be entitled to an adjustment to the Contract Price and/or time, but only to the extent of such adjustments actually received by the District on behalf of Contractor, and Contractor shall have no right to make any claims against the District for further adjustment to the Contract Price and/or time.

Contractor Claims. Contractor shall give written notice to the District of any claim for compensation, additional compensation, extension of time or other relief of any kind or nature alleged to have been caused in whole or in part by any act or omission by the District within seven (7) days after commencement of the event giving rise to such claim. Such notice shall state the factual basis for the claim, shall itemize all costs incurred and shall indicate the number of delays and/or anticipated delays. Contractor shall provide any additional information requested by the District. With respect to any claim caused in whole in part by any person other than the District, Contractor shall only be entitled to such relief less any costs incurred by the District in connection with such claim.

Contractor acknowledges that the project, and all work to be undertaken pursuant to it, will occur within environmentally sensitive habitat including State and federally listed endangered species. Contractor warrants and represents to the District that it was reviewed the work area, carefully has acquainted itself with the physical and operational constraints posed by the existence of this habitat and the need to conform regulatory requirements governing it, and Contractor assumes

any and all risks of additional expenses that may be implicated thereby. No change orders will be granted based upon such costs.

Dispute Resolution. Unless otherwise agreed to in writing by the parties, with respect to any claim or dispute of any nature involving the District and Contractor in which the amount claimed by either party is no more than \$50,000, the parties shall first attempt to resolve such claim, informally. If, following a period of thirty (30) days, or such longer period as mutually agreed to by the parties, the parties are unable to resolve the claim informally, the parties agree to mediate the claim before a mediator mutually agreed to by the parties. If, following mediation, the parties are unable to resolve the claim, either party may commence a legal action. The parties agree that the party failing to comply with these dispute resolution procedures shall not be entitled to the recovery of their attorney's fees in a legal action. Provided, however, that the foregoing dispute resolution procedures shall not apply if it would cause a party to be unable to timely foreclose on a mechanics lien, as applicable, or if the District pursue a claim for injunctive relief under the following paragraph.

If the District in its sole and absolute discretion believes that Contractor is not in compliance with any applicable laws, statutes, regulations, ordinances, building codes, permit conditions, recordkeeping and reporting obligations, mitigation measures and other government requirements of every nature applicable to the Contract Work, the District may, but is not obligated to, immediately commence legal action to obtain injunctive relief (including a temporary restraining order, preliminary injunction and/or permanent injunction) and any related remedies to compel such compliance. The prevailing party in any such action for injunctive relief and any related remedies shall be entitled to the recovery of their attorney's fees, without regard to whether it complied with the dispute resolution process above.

With respect to any claim or dispute of any nature involving the District and Contractor in which the amount claimed by either party exceeds \$50,000, or if amount claimed by either party is no more than \$50,000 and the parties have complied with the foregoing dispute resolution procedures or agreed to waive such procedures in writing, the parties agree that in any legal action the prevailing party making a monetary claim shall only be entitled to recover its reasonable attorney's fees equal to the proportion of the amount awarded to the amount claimed, and shall pay the other party's reasonable attorney's fees equal to the proportion of the amount denied to the amount claimed

PREVAILING WAGE

The Contractor agrees to comply with the provisions of Sections 1771 and 1774 of the California Labor Code pertaining to the payment of prevailing wage rates, and to require each of its subcontractors to so comply. Pursuant to Section 1775 of the California Labor Code, the Contractor, and any of its subcontractors, shall forfeit to the District, and the District will withhold from any monies due the Contractor, the amount of any penalties, as determined by the Labor Commissioner, to be assessed for nonpayment of prevailing wage rates.

In accordance with State of California Senate Bill No. 854, Contractor will maintain and will require all subcontractors to maintain valid and current Department of Industrial Relations (DIR) Public Works Contractor registration during the term of this project. Contractor shall notify the District in writing immediately, and in no case more than twenty-four (24) hours, after receiving any information that Contractor's or any of its subcontractor's DIR registration status has been suspended, revoked, expired, or otherwise changed.

Contractor will pay, and will require all subcontractors to pay, all employees on said Contract a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work. Federal prevailing

wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773.1.

Contractor shall be subject to penalties in accordance with Labor Code of § 1775 for each worker paid (either by Contractor or by any subcontractors) less than the prevailing rate described above on the work provided for in this Contract.

Contractor and subcontractors shall comply with Labor Code § 1810 and § 1811 which stipulates that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813.

Contractor will comply with the provisions of Labor Code § 1777.5 pertaining to the employment of apprentices to the extent applicable to this Contract.

Contractor, by executing this Contract, hereby certifies:

“I am aware of and will comply with the Labor Code § 3700 by securing payment for and maintaining in full force and effect for the duration of the contract, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of the Contract. The City, its officers, or employees, will not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this paragraph.”

Contractor further agrees to require all subcontractors to carry Workers' Compensation Insurance as required by the Labor Code of the State of California.

Contractor shall submit monthly Certified Payroll with a daily log of manpower and equipment used on the project with seven days of the end of the month.

WORKERS COMPENSATION AND INSURANCE CERTIFICATION

Before commencing with the Contract Work, Contractor shall obtain and maintain at Contractor's cost until final acceptance of the project, full insurance coverage as set forth herein with insurance carriers with an AM Best rating of no less than A-VII. The insurance required under this section shall not be restricted solely to Contractor's defense and indemnity obligations but are intended to extend to all claims, liability, and loss of whatever nature arising from relating to Contractor, the Contract Work, or this Agreement regardless of the alleged liability or fault of any party indemnified under this Agreement. Each insurance policy shall name the District as an additional insured. Each insurance policy is to provide primary coverage to the District and its elected and appointed boards, officers, agents and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by the District

The insurance and defense and indemnity obligations under this Agreement are non-delegable. Contractor shall not subcontract any portion of the Contract Work without retaining absolute responsibility for requiring similar insurance from its Contractors. Contractor's failure to maintain complete insurance shall be deemed a material breach of this Agreement and the District may either terminate this Agreement or provide the required insurance and deduct the cost of which from any payment due to Contractor.

Contractor shall be responsible for all insurance premiums required under this Agreement and shall defend, indemnify and hold harmless the District from and against any claim, loss or damage for which insurance should have been provided under this Agreement.

Contractor shall obtain and maintain the following minimum required insurance

Workers' Compensation: Workers' compensation insurance as required by law.

Commercial General Liability: Commercial general liability insurance on a form no less broad than ISO CG 00 01 with insurance coverage of not less than the following minimum amounts of liability:

\$2,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 completed operations aggregate

Contractor shall endorse its commercial general liability policy with an additional insured endorsement on ISO CG 20 10 11 85 or both CG 20 10 12 04 and CG 20 37 12 04 naming as additional insured's the District, the Owner, and Project Sponsor.

Automobile Liability: Automobile liability insurance covering "any auto" including owned, non-owned and hired vehicles with a combined single limit of \$1,000,000.

Professional Liability: If Contractor has design responsibilities, professional errors and omissions liability insurance with a limit of \$1,000,000 per claim.

Contractor's commercial general liability, workers compensation, automobile liability and any other insurance policies required to be obtained and maintained by Contractor shall be primary and the District's insurance shall be non-contributory to any claim to which the insurance applies. Contractor shall have its insurance policies endorsed to show primary status and provide a copy to the District. Contractor's insurance policies shall contain a standard cross-liability endorsement, severability of interest's clause and a waiver of all rights of subrogation by Contractor's insurer against the District, the Owner, and Project Sponsor.

Before commencing the Contract Work, Contractor shall deliver to the District copies of certificates of insurance certifying the types and amounts of coverage, certifying that the insurance policies were in force before Contractor commenced the Contract Work, certifying that the insurance policies apply to the Contract Work and to the activities and liability of Contractor under this Agreement.

Contractor shall, at the District's request, deliver to the District a complete copy of the insurance policy required to be maintained by Contractor. Contractor may not cancel, materially modify, or reduce the scope of coverage or coverage limits of the insurance required to be maintained by Contractor until final acceptance of the Project by the District. The following notice must appear on the certificates of insurance furnished by Contractor and the Contractor shall obtain endorsements to its insurance policies substantially as follows:

Insurer may not cancel, modify or reduce the scope of coverage or coverage limits for a period of third (30) days after written notice to the District of the intent to cancel, modify, or reduce coverage.

Cancellation of or Changes in Insurance: The Contractor shall provide the District with, or the Contractor's insurance policies shall contain a provision that the District shall receive, written notice of cancellation or any change in the insurance required in the Specifications, including insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to the District at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in the insurance required in the

Specifications may constitute a material breach of the Contract, in the sole discretion of the District, upon which the District may suspend or terminate the Contract.

Failure to Maintain Insurance: The Contractor's failure to maintain or provide acceptable evidence that it maintains the insurance required in the Specifications shall constitute a material breach of the Contract, upon which the District may immediately withhold payments due to the Contractor, and/or suspend or terminate the Contract. The District, at its sole discretion, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase the insurance required in the Specifications and, without further notice to the Contractor, deduct the premium cost from sums due to the Contractor or pursue reimbursement from the Contractor.

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, Owner, and Project Sponsor and their officers, directors, shareholders, members, managers, partners, employees, agents, representatives and sureties ("Indemnified Parties"), from and against any and all claims, losses, suits, actions, demands, awards, judgments, attorneys' fees, expert fees, costs and expenses of every nature which may arise out of, pertain to, or relate to, in whole or in part, Contractor, Contractor's subcontractors and material suppliers, or their employees, agents or representative's performance of the Contract Work, except to the extent caused by the sole or active negligence or willful misconduct of the District, or for claims that do not arise out of the scope of work of Contractor. Contractor's obligation to defend Indemnified Parties shall be immediate upon written notice by the District and Contractor shall, if requested by the District, defend Indemnified Parties using counsel approved in the sole discretion by the District.

PAYROLL RECORDS / APPRENTICES / HOURS OF WORK

Payroll Records: The Contractor agrees to comply with the provisions of Section 1776 of the California Labor Code pertaining to payroll records and will be responsible for compliance by its subcontractor(s).

Employment of Apprentices: The Contractor agrees to comply with the provisions of Section 1777.5 of the California Labor Code relating to the employment of apprentices by the Contractor and its subcontractor(s).

Hours of Labor: The Contractor agrees to comply with Sections 1810 through 1815 of the California Labor Code pertaining to the hours of labor and payment for such. Pursuant to Section 1813 of the California Labor Code, the Contractor and any of its subcontractor, shall forfeit to the District, and the District will withhold from any monies due the Contractor, the amount of twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or any of its subcontractor for each calendar day required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Sections 1810 through 1815 of the California Labor Code

PROVISIONS REQUIRED BY LAW AND ADDITIONAL RESPONSIBILITIES

Compliance with Laws. Contractor is responsible for all contributions, taxes, deposits and other payments with respect to the wages, salaries, benefits, or other obligations paid or owed by Contractor to Contractor's employees and others who perform work or render services to Contractor. Contractor is responsible for all income, gross receipts, use, and other taxes applicable to materials, equipment, tools, and labor incorporated and used in Contractor's performance of the Contract Work.

Contractor shall comply with all laws, statutes (including, but not limited to, the National Environmental Policy Act, 42 U.S.C. § 4321 *et seq.*; the California Environmental Quality Act, Cal. Public Resources Code § 21000 *et seq.*; the Endangered Species Act, 7 U.S.C. § 136, 16 U.S.C. § 1531 *et seq.*; the California Endangered Species Act, Cal. Fish and Game Code § 2050 *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; Lake and Streambed Alteration Program, Cal. Fish & Game Code § 1600, *et seq.*; and the National Historic Preservation Act, 16 U.S.C. § 470 *et seq.*; Federal Acquisition Regulations, 48 C.F.R. Chap. 1), regulations (including, but not limited to, those associated with the previously identified statutes), ordinances, building codes, permit conditions, recordkeeping and reporting obligations, mitigation measures and other government requirements of every nature applicable to the Contract Work, and shall obtain and hold all licenses, certifications and other government requirements necessary to perform the Contract Work.

Contractor shall conduct shoring and trench safety operations in accordance with OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of California Labor Code. The Contractor shall submit to the District a Site Safety Plan, which shall include details of provisions for worker protection from caving ground.

Contractor shall comply with rules, policies and procedures pertaining to health, safety, substance abuse and general conduct in the workplace established by the California Occupational Safety and Health Administration, and to other rules of law applicable to the Contract Work.

Superintendence and Cooperation. Contractor shall have a qualified, experienced, and competent superintendent at the Project at all times during performance of the Contract Work and as otherwise necessary to ensure full performance of Contractor's obligations under the Contract Documents applicable to the Contract Work. Contractor is responsible for the superintendence and safety and progress of the Contract Work in conformance with the Contract Documents, including activities of suppliers and subcontractors. Contractor's superintendent shall have absolute authority in all respects to act for and on behalf of Contractor and to bind Contractor by statements made, agreements reached, actions taken and notices received. Contractor's superintendent shall have the authority and responsibility to execute promptly and properly the District's directions relating to the Contract Work.

The Contractor shall place on record with the District, and keep current, the name of the Contractor's superintendent and the phone number at which he/she can be contacted at such times that he/she is not at the work site (such as after working hours and on holidays and weekends) to respond to the District requests to correct safety and other problems that may arise in connection with the Contract Work.

If any person employed by the Contractor, including the Contractor's superintendent, shall fail or refuse to carry out the directions of the District or shall appear to the District to be incompetent or to act in a disorderly, unsafe, or improper manner, that person shall be removed from the work site immediately on the request of the District, and such person shall not again be employed on the Project. Such discharge shall not be the basis for any claim for compensation or damages against the District.

Protection and Storage. Contractor shall provide necessary and appropriate protection of the Contract Work, protect the work of others with respect to Contractor's performance of the Contract Work and shall assume all risks of loss, damage, deterioration or destruction of the Contract Work and damage to the work of others caused by Contractor's performance of the Contract Work, including stored materials, by weather, individuals, or other causes until final acceptance by the District. Contractor shall store and protect its materials, equipment, tools and other items as well as those furnished to Contractor by the District or others. Storage areas,

workshops, and other areas used or to be used by Contractor, if any, may be designated by the District and no materials, equipment, tools or other items owned or used by Contractor shall be stored except in those areas designated by the District. Contractor shall maintain such areas in an orderly and well-kept manner. Contractor shall coordinate all material, equipment and tool deliveries with the District and Owner prior to delivery to the site. Contractor shall not be entitled to payment for storage either on or off site.

Site Safety. Contractor shall comply with all safety laws, rules and regulations applicable to Contractor's performance of the Contract Work including, but not limited to, all federal, state and local rules and regulations promulgated by government agencies.

Contractor shall defend, indemnify and hold harmless the District from and against any and all costs and expenses incurred by the District for fines, penalties and corrective measures resulting from acts or omissions of Contractor, its subcontractors, material suppliers, employees, agents and assigns, resulting from their failure to comply with such safety laws, regulations and rules.

The Contractor shall be solely and completely responsible for the conditions of the work site, including safety of all persons and property during performance of the Contract Work. This requirement shall apply continuously and not be limited to normal working hours. Contractor shall immediately report to the District any injury to or caused by any of Contractor's employees at the site. A written report shall be made on the date of the incident or accident and submitted by Contractor to the District.

Labor Relations. Contractor shall do whatever is necessary in the performance of the Contract Work, or as may be directed by the District, to assure the harmonious labor relations on the Project and to prevent strikes or other labor disputes on the Project. Contractor shall remove from the Project site any subcontractor, material supplier, employee or agent for whom Contractor is responsible whose conduct is objectionable by the District or whose performance is unsatisfactory in the judgment of the District. Contractor agrees that in the event of a work stoppage or other disruption caused in whole or in part by a strike or other labor dispute involving Contractor, its subcontractors, material suppliers, employees, or agents for whom Contractor is responsible, the District shall have the right to terminate Contractor's performance of the Contract Work upon forty eight (48) hours written notice to Contractor.

Cleanup and Removal and Disposal. Contractor shall keep the Project site in a clean and neat condition. Contractor shall clean up all trash and debris resulting from Contractor's performance of the Contract Work and shall turn over its work areas in a clean and neat condition so as to permit any succeeding work to be performed without delay and without the need for further cleaning. Contractor shall be responsible for the removal of non-hazardous trash and debris, and shall have responsibility for the discovery, identification, reporting, handling, removal and disposal of all hazardous materials in accordance with applicable federal, state and local laws, regulations, standards and other requirements. Should Contractor fail to keep the project site in a clean and neat condition, fail to clean up all trash and debris resulting from Contractor's performance of the Contract Work, or fail to remove non-hazardous trash and debris or to remove hazardous materials, the District may perform such work through others and charge the cost thereof to Contractor which the District may deduct from any payment due to Contractor

Qualifications and Inspection. Contractor represents that it is fully qualified, experienced, and licensed to perform the Contract Work, has had, if it desires, the opportunity to inspect and conduct any tests deemed necessary by Contractor to perform the Contract Work, and assumes all risks with respect to the Contract Documents and the general and specific conditions involved in performing the Contract Work including, but not limited to, natural and manmade characteristics of the site both above and below ground, site accessibility, site storage, on-site

operations, labor rates and availability, weather conditions, and any other condition of any nature which could affect Contractor's cost and performance of the Contract Work

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROVISIONS

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, sex or national origin and in compliance with all antidiscrimination laws of the United States of America and the State of California.
2. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The Contractor shall deal with its subcontractor without regard to or because of race, color, religion, sex or national origin.
4. The Contractor shall comply with current Federal employment and reporting requirements for County funded construction Contracts. Specifically, the Contractor shall make a good faith effort to comply with Federal employment goals for minority and female employment. The Contractor shall report minority and female employment data on the Federal form provided by the District. This form shall be submitted to the Engineer before the start of construction and twice annually by March 1 and September 1 of each year. Each failure to submit this form by due date will result in a Contractor penalty of \$200, which shall be deducted from any monies due the Contractor.
5. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the District, advising the said labor union or worker's representative of the Contractor's commitments under this subsection.
6. The Contractor shall allow the District access to its employment records during regular business hours to verify compliance with these provisions when so requested by the District.
7. The Contractor agrees that if the District finds that any of the above provisions have been violated, the same shall constitute a material breach of the Contract upon which the District may determine to cancel, terminate or suspend the Contract. While the District reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated Federal or State antidiscrimination laws may constitute a finding by the District that the Contractor has violated the antidiscrimination provisions of the Contract.
8. The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. This obligation extends to all Contracts containing the equal opportunity clause regardless of the amount of the Contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants

and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of nondiscrimination clause. At its option, and in lieu of canceling, terminating or suspending the Contract, the County may impose damages for any violation of the antidiscrimination provisions of this subsection, in the amount of \$200.00 for each violation found and determined. The County and the Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

9. The Contractor shall include the provisions of the foregoing paragraphs 1 through 8 in every subcontract over \$10,000.00, so that such provisions will be binding upon each subcontractor performing work required by the Contract.

PERFORMANCE AND PAYMENT BOND

The District requires that Contractor furnish to the District, as obligee, a performance and payment bonds for 100% of the Contract value with surety acceptable to the District. The protection and coverage of the bonds furnished by Contractor shall extend at least to the entities protected and types of claims covered by the District's bonds so that no claim can be made against the District's bonds which are not recoverable against Contractor's bonds.

Attachment "A" and "B", Performance and Payment Bonds, respectively, shall be executed and included as attachments to this contract.

GUARANTY

The Contractor guarantees the construction and installation of the work included in this project. Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within 12 months from the date of filing the Notice of Acceptance by the Secretary, the undersigned agrees to reimburse the District upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or upon demand by the District, to replace any such material and to repair said work completely without cost to the District so that said work will function successfully as originally contemplated.

The District shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the District elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the District. If the undersigned shall fail or refuse to

comply with his obligations under this guaranty, the District shall be entitled to all cost and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

TERMINATION OF CONTRACT

Termination for cause (breach or default): Should Contractor refuse or fail for any reason to diligently, efficiently, timely, skillfully, safely or cooperatively prosecute the Contract Work; supply sufficient and competent supervision or labor; have sufficient materials and equipment of the proper quality and quantity; promptly correct work considered to be defective; pay its bills; or discharge its obligations to under this Agreement, the District may upon forty eight (48) hours written notice to Contractor (except if Contractor advises the District that it is no longer in business, in which case, no notice is required) terminate Contractor and/or (except in the case of emergencies, in which case, no notice is required) provide such labor, materials, equipment, tools and services and deduct the cost thereof, together with an loss or damage occasioned thereby, from any payment due to Contractor. In addition, the District may use funds otherwise earned by Contractor on the project or other projects to pay Contractor's past due bills and obligations including back charges owed to the District.

If Contractor is terminated, the District may assume control of the Contract Work, take possession of all materials and equipment necessary to continue performance of the Contract Work (including, but not limited to, materials, equipment, tools, supplies or other items located on the project site, in storage off site, in transit to the site, or in the process of being manufactured), prosecute the Contract Work using the District's own forces or those of others, and use funds otherwise owing to Contractor to prosecute and complete the Contract Work. Contractor grants a lien and security interest in all of Contractor's materials, equipment, supplies and contract rights to secure performance and completion of the Contract Work.

Upon termination of Contractor, Contractor shall not be entitled any further payments on the Project until the Contract Work has been completed and accepted by the District, and not until final payment has been received by the District. Contractor shall be liable for all costs and expenses of completing the Contract Work, including all performance costs of any nature plus a reasonable allowance for overhead and profit, and any damages, losses, expenses, attorneys' fees or costs, incurred by the District as a result of the termination of Contractor. If, after final payment to the District, the unpaid balance to Contractor exceeds the performance costs, overhead and profit, and any damages, losses, expenses, attorneys' fees or costs incurred by the District in completing the Contract Work, the District shall pay the difference to Contractor. If, after final payment to the District, the performance costs, overhead and profit, and any damages, losses, expenses, attorneys' fees or costs incurred by the District in completing the Contract Work exceeds the unpaid balance to Contractor, Contractor shall pay the difference to the District.

Termination for convenience: In addition to the District's right to terminate Contractor for breach or default, the District may terminate Contractor if the District determines that such termination is in the best interest of the Project. Upon such termination, Contractor shall be entitled to the reasonable, actual direct cost of satisfactorily completed Contract Work and materials purchased prior to termination, plus a single mark of not more than ten percent (10%) for provable overhead (including job site and home office) and provable profit on satisfactorily completed Contract Work, plus the reasonable out-of-pocket costs of terminating the Contract Work, less any amounts paid by the District, costs incurred by the District and back charges due to the District. Contractor shall not receive any compensation, overhead, or profit on Contract

Work not completed or for materials not purchased. Provided, however, that the total sum to which Contractor may be entitled, including all prior payments made to or on behalf of Contractor, shall not exceed the Contract Price.

If, after termination of Contractor, it is determined for any reason that Contractor was not in breach or default, Contractor's sole and exclusively remedy shall only be entitled to the amount due under the Agreement as if termination was for no-fault. Regardless of whether the termination for fault or no-fault, Contractor shall not be entitled to special, consequential or exemplary damages or lost profit on account of termination of Contractor.

The Board may, whenever the interests of the District so require, terminate the Contract, in whole or in part, for the convenience of the District. The District will give written notice of the termination to the Contractor specifying the part of the Contract terminated and the date termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated Work, and, on the date set in the notice of termination, the Contractor shall stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Work. The District may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the District. The Contractor must still complete the Work not terminated by the notice of termination and may incur obligations as are necessary to do so. The District may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the District, the fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated and other property that, if the Contract had been completed, would be required to be furnished to the District. The Contractor shall, upon direction of the District, protect and preserve property in the possession of the Contractor in which the District has an interest. If the District does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the District. If the parties are unable to agree on the amount of a termination settlement, the District will pay the Contractor the following amounts:

- a. For Contract Work performed before the effective date of termination, the total (without duplication of any items) of:
 - (i) the cost of work completed in accordance with the Plans and Specifications based on the quantity constructed and the Contract Unit Price or lump sum Bid price of the respective Bid item less prior progress payments, and any applicable Liquidated Damages and any other deductions or withholds to which the District may be entitled to in accordance with applicable law, including the amounts of outstanding Stop Notices or labor compliance notices to withhold shall be withheld until the Stop Notices or notices to withhold are resolved as provided by law.
 - (ii) The cost of settling and paying terminated subcontracts and orders that are properly chargeable to the terminated portion of the Work; and
- b. The reasonable costs of effectuating the settlement of the Work terminated, including:
 - (i) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement bids and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

Termination for Improper Consideration: The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under the Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor. The Contractor shall immediately report any attempt by and District officer or employee to solicit such improper consideration. The report shall be made either to the District General Manager, charge with the supervision of the employee The Board of Supervisors. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it effective on the date set forth above.

**San Bernardino Valley Water Conservation
District:**

Noho Constructors:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution: _____



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1706

To: Board of Directors
From: Daniel Cozad, General Manager
Date: March 11, 2020
Subject: Plunge Creek Conservation Project Award of Professional Services Agreement

RECOMMENDATION

Staff recommends that the Board:

1. Review and consider authorizing staff to enter into a professional services agreement with Joseph E. Bonadiman & Associates for construction staging work of capital improvement for the Plunge Creek Conservation Project for a not to exceed amount of \$29,500.
2. Authorize the General Manager to negotiate and approve additional work for construction support up to his spending authority.

BACKGROUND AND DISCUSSION

The Plunge Creek Conservation Project is a SAWPA IRWMP (Proposition 84) grant-funded project intended to increase groundwater recharge and habitat availability for endangered species covered by the Wash Plan HCP. The project is a covered activity in the HCP as part of the habitat enhancement/restoration mitigation for other covered activities occurring within the Wash Area.

The project has been separated into two potential phases due to permitting issues and the timeline requirements of the project grant. The fee schedule has been developed consistent with the phasing. The proposed agreement is to provide field surveys staking in support of the construction project. The survey work will consist of the following elements:

1. Establish temporary benchmarks and horizontal control
2. Perform pre and post-project topography surveys to determine construction contract final pay quantities (the post-project survey will also be used for the as-built plans)
3. Set construction staking for the pilot channel, splitter mounds and disposal berm (if constructed) and staging areas

The \$29,500 not to exceed fee covers Phases 1 and 2. The agreement will also include a fee of only \$15,700 if only Phase 1 is authorized.

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

**BOARD OF
DIRECTORS**

Division 1:
Richard Corneille
Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

**GENERAL
MANAGER**

Daniel B. Cozad

Proposals were obtained from a total of three companies with On-Point Land Surveying and Sitetech Inc. being the other two firms. The proposed cost from the latter two companies were substantially higher than the recommended agreement amount with the same scope of work.

Joseph E. Bonadiman & Associates also provides field engineering services. Staff is recommending the Board authorize the General Manager to negotiate and award one or more amendments to this agreement up to \$20,000 for needed inspection and site oversight to augment current District staff if required. The project is subject to prevailing wage, and therefore sufficient oversight is necessary to not only control the work and the adherence to the plans and permits but also to track the construction staff on-site throughout each day of construction.

FISCAL IMPACT

The recommendations, as listed, will result in the expenditure of construction funds. The original estimated total project cost was \$712,000, including a \$212,000 match from the District. The cost for engineering, permitting, and administration has exceeded the original budget due to regulatory delays and changes. The construction cost was initially estimated to be \$375,000 in 2015. \$500,000 has been included in this year's budget for the construction and administration of the project. ICF Jones & Stokes currently has \$30,331.69 remaining on their contract and will provide construction phase support. Staff cost to oversee the construction is estimated to be \$72,000 (15% of the construction contract). Approval of this Professional Services Contract in the amount of \$29,500 will bring the total authorized construction phase costs to \$558,226.69. Of this total, \$375,000 is funded by the grant.

ATTACHMENTS OR MATERIALS

1. Joseph E. Bonadiman & Associates Professional Services draft Contract

**CONTRACT SERVICES AGREEMENT
FOR
PROFESSIONAL SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION PHASE SURVEY SERVICES for the PLUNGE CREEK CONSERVATION PROJECT ("Agreement") by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Special District ("SBVWCD" or "District"), and **JOSEPH E. BONADIMAN & ASSOCIATES, INC.** ("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 land survey services that would include construction staking and office support for the above project. Such services are as follows:

1. **PROJECT MEETINGS AND CONSULTATION**
Attend meetings with Client and/or agencies as required to review and coordinate project progress.
2. **PROJECT MANAGEMENT AND COORDINATION**
Provide general project management and administration for this phase of project development. Monitor, coordinate, and communicate project progress between Client, Consultant, Agencies, and the District and assist the project manager.
3. **CONSTRUCTION CONTROL**
Provide sufficient control points throughout the project to maintain efficient construction staking procedures. Establish temporary benchmarks and horizontal control. Note all staking information will be taken from the AUTOCADD files.
4. **ROUGH GRADE**
Provide two sets of constructing staking for the Pilot Channel and Soil Disposal Berm. Offset is to be determined but will need a minimum of 5 feet and maximum of 15 feet beyond the top I toe of slopes.
5. **PRE AND POST FIELD SURVEY**
Perform pre and post field survey of the pilot channel with ground shots at a sufficient interval to calculate earthwork quantities.
6. **SPLITTER MOUNDS**
Survey pre and post condition of splitter mounds to confirm area of the mounds and height change.
7. **STAGING AREA**
Provide one set of stakes for the staging areas.
8. **OFFICE CALCULATIONS**
Provide office personnel to calculate coordinates for line and grade on all phases of project, coordinate field crews, and provide general hard copy support.

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 per the attached hourly rates, plus approved expenses and direct costs in an amount not to exceed a total of one hundred thousand dollars per the following schedule of fees:

CONSTRUCTION STAKING ITEMS: PHASE 1		
1.	PROJECT MEETINGS AND CONSULTATION	\$500
2.	PROJECT MANAGEMENT AND COORDINATION	\$500
3.	CONSTRUCTION CONTROL	\$1,960
4.	ROUGH GRADE	\$3,500
5.	PRE AND POST FIELD SURVEY	\$2,800
6.	SPLITTER MOUNDS	\$1,400
7.	STAGING AREA	\$2,800
8.	OFFICE CALCULATIONS	\$2,800
	TOTAL PHASE 1	\$15,700
CONSTRUCTION STAKING ITEMS: PHASE 1 & 2		
1.	PROJECT MEETINGS AND CONSULTATION	\$1,000
2.	PROJECT MANAGEMENT AND COORDINATION	\$1,000
3.	CONSTRUCTION CONTROL	\$2,800
4.	ROUGH GRADE	\$6,500
5.	PRE AND POST FIELD SURVEY	\$4,800
6.	SPLITTER MOUNDS	\$5,800
7.	STAGING AREA	\$2,800
8.	OFFICE CALCULATIONS	\$4,800
	TOTAL PHASE 1 & 2	\$29,500

Prevailing wage rates apply JBA's Department of Industrial Relations# 1000007202

All restaking, plan revisions, geological related services and items not included will be performed on request only and by signed field ticket authorization by client's representative and will be covered outside this agreement.

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.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Michael J. Bonadiman 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 Betsy Miller 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, 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. 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: _____
Daniel Cozad, General Manager

Date: _____

CONSULTANT: Joseph E. Bonadiman & Associates,
Inc.

By: _____
Michael J. Bonadiman

Date: _____

Attachment A

Hourly Rate Fee Schedule

I.	Principals (P.E.)	\$250.00
	Forensic:	
	Appearance for Depositions and Court	\$350.00
	Preparation for Depositions and Court	\$280.00
	Consultation/Expert Witness	\$250.00
II.	Project Manager (P.E.).	\$180.00
III.	Project Engineer (P.E.)	\$160.00
IV.	Senior Engineer (P.E.)/Surveyor (L.S.)	\$140.00
V.	Associate Engineer (P.E.)/Surveyor (L.S.)	\$120.00
VI.	Assistant Engineer/Surveyor	\$100.00
VII.	Junior Engineer/Surveyor	\$90.00
VIII.	Engineering/Surveyor Technician II	\$80.00
IX.	Engineering/Surveyor Technician I	\$75.00
X.	Draftsperson III (CAD)	\$70.00
XI.	Draftsperson II (CAD)	\$65.00
XII.	Draftsperson	\$60.00
XIII.	Bookkeeping	\$50.00
XIV.	Secretarial	\$45.00
XV.	Field Engineering:	
	Resident Engineer	\$140.00
	Field Survey Supervisor	\$120.00
	Resident Inspector	\$100.00
	1-Man Survey Crew (Mileage, Materials & Equipment included)	\$100.00
	1-Man Survey Crew Prevailing Wage (Mileage, Materials & Equipment included)	\$185.00
	2-Man Survey Crew (Mileage, Materials & Equipment included)	\$175.00
	2-Man Survey Crew Prevailing Wage (Mileage, Materials & Equipment included)	\$245.00
	3-Man Survey Crew (Mileage, Materials & Equipment included)	\$220.00
	3-Man Survey Crew Prevailing Wage (Mileage, Materials & Equipment included)	\$295.00
XVI.	Miscellaneous Services and Expenses:	
	Subsistence	Cost
	Material & Other Expenses	Cost
	Mileage Charges	IRS Rate
	Prints	Cost
	Telephone	Cost
	Outside Consultant Service	Cost
	Per Diem	\$140 Per Day



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1707

To: Board of Directors

From: Daniel Cozad, General Manager

Date: March 11, 2020

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

RECOMMENDATION

Staff recommends that the Board ratify a Contract Services Agreement for Professional Services (Agreement) with Mikael Romich (Consultant) for on-call biological services at an amount not-to-exceed \$100,000.

BACKGROUND AND DISCUSSION

The District has utilized the professional services of Consultant on multiple occasions over the past years, particularly for support with Wash Plan development and implementation. With additional work anticipated in 2020, the District has retained Consultant through a professional services agreement for on-call biological services per Procurement and Purchasing Policy. Anticipated tasks include construction monitoring for the Plunge Creek Restoration Project, biological surveys in support of District operations and maintenance, and Wash Plan surveys and monitoring. The agreement was advanced by staff due to work needed prior to the Board's next meeting and the amount authorized was under the General Manager's authority.

FISCAL IMPACT

The costs for the Agreement are included in the current professional services or Wash Plan Professional Services budgets and will be included in the proposed FY 2020-2021 budget. The Consultant will only invoice the District for services provided as requested. It is expected that the majority of the work will be in support of Wash Plan and SBV Conservation Trust reimbursable activities and projects.

POTENTIAL MOTIONS

1. Ratify the Contract Services Agreement for Professional Services (Agreement) with Mikael Romich (Consultant) for on-call biological services at an amount not-to-exceed \$100,000.

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

**BOARD OF
DIRECTORS**

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

**GENERAL
MANAGER**

Daniel B. Cozad

2. Move to table consideration of the issue and request the Admin and Finance Committee review provide a recommendation.
3. Table the item to a future meeting for consideration.

ATTACHMENTS OR MATERIALS

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 Mikael Romich

FEB 26 2020

Water Conservation
District

**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 **MIKAEL ROMICH** ("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 on-call biological services that would include biological surveys, reporting, scope development, grant support, construction monitoring, mitigation implementation and other biological tasks as assigned on a nonexclusive basis. Such services are in support of the Wash Plan HCP, Community Mitigation Program and San Bernardino 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 \$80.00 per hour, plus approved expenses and direct costs in an amount not to exceed a total of one hundred thousand dollars (\$100,000.00).

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.

OSGS

Administrative Services

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.

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 Betsy Miller 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, 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: 
Daniel Cozad, General Manager

Date: 02/19/2020

CONSULTANT: Mikael Romich

By: 
Mikael Romich

Date: 2/24/2020



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1708

To: Board of Directors

From: General Manager, Daniel Cozad

Date: March 11, 2020

Subject: CSDA Board of Directors Requests for Concurring Nomination

RECOMMENDATION

Discuss and provide direction to staff on the preparation of concurring nomination resolutions for approved candidates.

BACKGROUND

CSDA leadership is elected from its six geographical regions. Each region has three seats on the Board with staggered 3-year terms. Candidates must be affiliated with an independent special district that is a CSDA member, such as the SBVWCD.

Board members are expected to attend all board meetings held every other month at CSDA's office in Sacramento, participate in at least one committee and attend two annual events (Special District's Legislative Days (held in the spring and fall). CSDA reimburses directors for their related expenses for Board and Committee meetings. CSDA does not reimburse expenses for the two annual events. CSDA requires Board members are expected to complete all four modules of CSDA's Special District Leadership Academy within two years. The deadline for filing a nomination was March 6, 2020.

DISCUSSION

Staff has not received any requests for concurring nomination as of the date of publishing of the agenda. However, This agenda item serves placeholder for any requests received after publication.

FISCAL IMPACT

There is no fiscal impact except for the staff costs for development and processing.

POTENTIAL MOTIONS

1. Move approval of concurring nomination resolutions to be prepared by staff and direct staff to submit them to CSDA.

2. Move to request this item be tabled and referred to the Finance & Administration Committee for reconsideration of specific issues discussed.



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1709

To: Board of Directors
From: General Manager, Daniel Cozad
Date: March 11, 2020
Subject: LAFCO Special Districts Selection Committee Nominations

RECOMMENDATION

Review and provide direction to staff to prepare a nomination resolution for any selected candidate(s).

BACKGROUND

The term of seated Regular Special District member, Kimberly Cox will expire on May 4, 2020. Staff would like direction from the Board on whether or not a Board member is interested in sitting on the Special Districts Selection Committee for LAFCO. The Committee has staged four-year terms. It has been mentioned to Nominations must be received by March 19, 2020, by 5:00 p.m. Additional information is attached.

DISCUSSION

The District is in receipt of a request from incumbent, Kimberly Cox for nomination and continued support. Staff was notified that T. Milford Harrison is also seeking this position, however no requests have been received.

FISCAL IMPACT

There is no fiscal impact other than the staff cost for the preparation and submittal.

POTENTIAL MOTIONS

1. Move to authorize staff to prepare nomination documents and submit them for the selected requestor (s).
2. Move to request this item be tabled and referred to the Finance & Administration Committee for reconsideration of specific issues discussed.

ATTACHMENTS OR MATERIALS

Letter of Request – Kimberly Cox



13846 Conference Center Drive ♦ Apple Valley, California 92307
Phone (760) 946-7000 ♦ Fax (760) 240-2642 ♦ www.mojavewater.org

San Bernardino Valley

FEB 24 2020

Water Conservation
District

February 21, 2020

DANIEL COZAD
GEN MGR
SAN BERNARDINO VALLEY WCD
1630 W REDLANDS BLVD STE A
REDLANDS, CA 92373

Dear DANIEL:

My name is Kimberly Cox and I have been honored to represent Special Districts as the Regular Member on the San Bernardino County Local Agency Formation Commission (LAFCO) for over 15 years. This is a unique area of service and it is important that special districts have a seat at the table. For that reason, I would be honored to continue representing you on LAFCO.

Your nomination and continued support for this position would be greatly appreciated. My background includes more than 20 years of experience in the public works, water and wastewater field. As the General Manager of a Community Services District (CSD) I have extensive knowledge of issues faced by special districts throughout the county. Attached to this letter is a copy of my resume. I have dedicated my life to public service and it is my hope that you believe I have represented your interests fairly at LAFCO.

Please feel free to contact me should you have any questions regarding this letter of interest and my desire to continue to represent both large and small special districts on LAFCO.

Thank you for your consideration.

Kind regards,

Kimberly Cox, DPA
Treasurer/Board Member
Mojave Water Agency

KIMBERLY COX, DPA

EDUCATION Doctorate, Public Administration –2019
Masters, Public Administration, Cal State San Bernardino – 2004
Bachelor of Science, Business Administration, University of Phoenix – 1999

PUBLIC SERVICE **MOJAVE WATER AGENCY**
November 2003 – Present

First elected in 2003 to serve Division 1. Served in numerous board positions including president, vice-president, Watermaster chair and vice-chair.

LOCAL AGENCY FORMATION COMMISSION (LAFCO)

April 2004 – Present

Appointed to LAFCO by special districts within San Bernardino County.

LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD

September 2013 – Present

Received three appointments from Governor Jerry Brown (2013, 2014, 2018)

- MEMBERSHIPS/ ACTIVITIES**
- California Special Districts Association (CSDA) – Current Member
 - Participates in expert working groups including Human Resources; LAFCO; Administration; Legislation
 - American Public Works Association – Current Member
 - Association of California Water Agencies – Current Member
 - American Water Works Association – Current Member
 - California Parks and Recreation Society – Current Member
 - International City Management Association – Current Member
 - American Society of Public for Public Administration – Current Member
 - Integrated Waste Management Board (2010-2013, 2016-present) – Special District Representative
 - Zone 4 Flood Commission, Director (2010-2013)
 - San Bernardino County Commission on the Status of Women (2005-2007)
 - Measure I Renewal Task Force (2005)
 - Helendale Chamber of Commerce Board (2004-2006)
 - California WaterReuse Association Board (2003-2005)
 - League of California Cities Public Works Committee (2003-2005)

WORK EXPERIENCE **GENERAL MANAGER/HELENDALE COMMUNITY SERVICES DISTRICT**
February 2007 – Present

Responsible for administrative activities of an organization considered a "junior city" providing many municipal-level services. Duties include budget development, contract negotiations, oversight of day-to-day service delivery including water, wastewater, solid waste management, park and recreation and street lighting. Implements/revises five-year Capital Improvement Plan. Implements vision and direction of the elected board of directors. Informs board of issues and opportunities. Interfaces with community organizations, government entities and individuals on behalf of the organization.

SENIOR MANAGEMENT ANALYST – CITY OF VICTORVILLE
August 2002 – February 2007

Served in the City Manager's office on special projects (2005-2007) and in Public Works Department (2002-2005) serving as acting director in the director's absence. Provided oversight for 100 staff with operating budget of over \$50 million. Represented the City by attending inter-governmental meetings including the regional wastewater authority, League of California Cities Mountain Desert meetings, San Bernardino Area Governments (renamed SBCTA), and American Public Works Association High Desert Chapter, San Bernardino County Flood Control and local community groups.

WATER RESOURCE SPECIALIST – CITY OF HESPERIA
August 1999 – August 2002

Represented the City at various organizations such as Mojave Water Agency, Lahontan Regional Water Quality Control Board, Victor Valley Wastewater Reclamation Authority. Monitored regulatory standards, legislation and adjudicatory matters impacting the City's core functions. Developed and implemented public outreach programs with the community and schools providing education and resources. Prepared department budget and participated in inter-governmental work groups.



General Manager's Report

For February 8, to March 6, 2020
Daniel B. Cozad

The following report covers the weeks between meetings and the efforts and activities during the reporting period.

- 1. Water Conservation – Plan Goal 1** – Low precipitation has resulted in a very dry period in February across California. Mill Creek and Santa Ana River flows remain low. Santa Ana is going to surface water treatment. Mill Creek flow is being recharged, and recharge is about 6,300 AF for the water year. The Santa Ana River recharge totals are about 6,700 AF for the water year. Total recharge for the Water Year is approximately 13,000 AF.
- 2. Facility Maintenance and Cleanout – Plan Goal 1** – Cleaning efforts for Mill Creek facilities were completed in November. About 75,000 cubic yards of sand, gravel, and silts were removed from Mill Creek basins and moved to storage areas. Jacinto completed cleaning and ripping in the SAR spreading grounds in early March as the photos below show. Staff also has been cleaning and moving materials to ready facilities for any flows that become available this year.



- 3. Aggregate Management – Plan Goal 1** – Upland Rock continues to sell sand and rock from District basin cleaning efforts.
- 4. Personnel/Administration/Staff** – Staff completed reviews of new staff for six-month performance planning. Staff has been monitoring and preparing for adjustments needed for COVID19 should the virus become active in the Inland Empire.
- 5. Finance/Budget/Audit** – Staff continues to developed draft budget documents and share information with groundwater producers and groundwater council. Staff intends to have a preliminary budget for the Finance & Admin Committee in late March and review workshop for the Board in April.

6. **Mill Creek Diversion Engineering** – *Plan Goals 1/4* – Erwin makes reports on the engineering and construction projects at meetings when there are updates not included in agenda items. The USACOE is reviewing section 408 and 404 materials.
7. **Plunge Creek Restoration Conservation Project** – *Plan Goals 1/4* – Regional Water Quality Control Board 401 certification permit is complete. The USACOE 404 permit was received on February 6, 2020. The application for a Safe Harbor Agreement (SHA), which replaces the 2081 permit to the California Department of Fish and Wildlife (CDFW) is being processed. The SHA will permit the entire project, and staff has had good meetings with CDFW to further the permit process. Procurement awards are included in this month's agenda as previously indicated, and notice to proceed will occur after the SHA is received.
8. **Enhanced Recharge Project** – *Plan Goal 1* – The Enhanced Recharge Phase 1A is completed. The new basins are scheduled for construction in 2021 are nearing the completion of design engineering. Wash Plan and other permitting are needed to proceed. Staff have attended field meetings and provided input on the design changes and revisions. Improvements at the Cuttle Weir are permitted in the River Habitat Conservation Plan and will follow its approval in 2022 or after that.
9. **Active Recharge Transfer Project Partnership** – *Plan Goals 1, 2, and 4* – The first Policy Committee meeting was held on December 16. Staff prepared a report from the meeting to the partners. Robertsons agreed to the deal points document, and staff and legal counsel are working on creating an agreement or agreements with Roberston's for the conversion of the Plunge Creek Quarry into a recharge basin. Staff met with the City of Highland on the CUP and SMARA changes needed to facilitate the transition.
10. **Groundwater Council** – *Plan Goal 1* – The Groundwater Council last met on February 10 to consider the Draft Budget, Policy changes, and the Groundwater Report. Redlands will consider the agreement in April.
11. **Wash Plan** – *Plan Goal 4* – The Wash Plan has a separate report listed on the agenda. The EIR/EIS and HCP received significant comments by the January 23 deadline. Staff and legal counsel have drafted responses to comments. Staff and USFWS have met twice to review responses to comments, and the final response to comments and final EIS/SEIR will be reviewed in April. It is expected that by the end of May, they can complete the final BO/ITP.
12. **Santa Ana River Wash Plan Land Exchange Act Implementation** – *Plan Goal 4* – S.-47 was passed and signed by the President becoming PL 119-6. Staff, District Counsel, and special legal counsel are working closely with BLM to expedite the exchange. A Chain of Title and environmental review have been prepared; the updated Mineral Potential Report is complete. Wash Plan Land Exchange MOU was fully executed. Staff is working on documenting and removing old easements and title exceptions.
13. **Conservation Trust** – *Plan Goal 4* – The Conservation Trust Board of Directors met on March 2. Staff has met with entities with which a deposit agreement is on file. These projects continue to move forward slowly. No comments or changes to the endowment, conservation easement purchase and other agreements for the Trust have been received.

The Trust and District are cooperating with SBC Transportation Commission for the widening of SR-210 under an access permit to allow relocation of SBKR that are in the Freeway Right-of-Way. Final revisions to this scope are taking place as the final 2081 permit is approved. Staff is working with Blossom Trails and expects that other projects may be restarting soon.

- 14. Property/Redlands Plaza** – Staff continues to manage Redlands Plaza and various issues related to tenants and maintenance. Staff is working with Red Dragonfly Spa and the City of Redlands on code compliance and other matters. All units are now fully leased.
- 15. Mining** – Mining efforts by CEMEX contractors continue on the Plant Site quarry. District Counsel drafted revisions to the existing lease related to Wash Plan implementation. District Counsel and staff have reviewed the agreement from CEMEX legal counsel. Staff coordinated the biennial audit of royalties and extractions with CEMEX Staff. Progress on the audit is slow as both entities’ staffs are busy with other high priority efforts. The Aerial LiDAR to calculate the amount of material on-site that is unsold has been completed.
- 16. Public Outreach and Legislative** – *Plan Goal 5* – IERCD has completed efforts for school education and gardens, their report is attached. Staff coordinated legislative changes to SB-45 to facilitate the use of bond funds for recharge and habitat projects of interest to the District. Consultants and staff updated the outreach PowerPoint. Consultants will be coordinating presentations for 2020, beginning in March. Staff supported SBVMWD’s new video with interviews and materials on the District’s history and cooperation in the region.
- 17. Community Recharge and Mitigation** – *Plan Goal 1 and 4* – The 2017 Community Strategic Plan (CSP) included this effort for planning and implementation. The Active Recharge Transfer Projects in the Partnership Agreement are the first effort under this goal. Other projects are in discussion with landowners and developers, which could be further developed in the future. Additional recharge options where flows and open space allow recharge will be sought as staff has time.
- 18. Current Board Action Implementation** – Many priority efforts have separate sections of the General Manager’s Report, or independent Board requested reports. Staff and District Counsel worked closely on EHL/CBD v. USACOE settlement-related studies, and the Phase 3 study is getting underway. The defendants are reviewing a proposal from the plaintiffs. The Exchange Plan Agreement Update held its final Workshop and will prepare materials for review in several meetings, resulting in a new agreement.
- 19. Future Board Activities** – Expected short-term items for consideration or note
 - Trails work - staff has met with the Highland and is scheduling a meeting with Redlands; the next Ad Hoc Trails Committee meeting will be held May 12
 - District Outreach & Communications Plan update for Committee in April
 - BLM Land MOU consideration in April or May
 - Plunge Creek Construction Notice to proceed in June or July
 - Exchange Plan/Water Quality Exchange Agreement

20. District Successes

- Several permit advances for Plunge, Mill and HCP are happening.
- Plunge Construction received 4 Bids, including one close to the project budget.
- Staff and Legal Counsel are making good progress with USFWS on Response to Comments on Wash Plan SEIR/DEIS.
- Field staff have dried out the Santa Ana Basins and facilitated cleaning of all basins after the long recharge year last year.





San Bernardino Valley Water Conservation District Water Conservation Programs Report: February 2020

To: Daniel Cozad

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dcozad@sbvwcd.dst.ca.us

From: Jasmine Orozco Clark, Education Coordinator

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www.iercd.org

Report Last Updated: 2/29/2020

On behalf of the IERCD Board of Directors, I want to thank you so much for your support of our District and your amazing partnership!

San Bernardino Valley Water Conservation District General Program Overview

Total Classroom Programs Contracted: 20

- Number of programs presented: 20
- Number of programs scheduled: 0
- Number of outstanding programs: 0

Total Gardens Contracted: 1

- Number of gardens implemented: 0
- Number of gardens scheduled: 1
 - 4/29 Smiley Elementary
- Number of outstanding gardens: 0

Schools/Cities

The following programs have been presented in each city:

- Victoria Elementary, San Bernardino, 6 progs
- Highland Grove Elementary, Highland, 1 prog
- Rodriguez Prep Academy, San Bernardino, 4 progs
- Crafton Elementary, Redlands, 1 prog
- Smiley Elementary, Redlands, 8 progs

Presentation Links

These links represent the most recent Prezis being presented on behalf of SBVWCD. Please send any feedback concerning elements that should be excluded or are missing from the presentations.

- **Kindergarten:**
https://prezi.com/q8rilgz_7si/sbvwd-k-only/
- **1st grade:**
<https://prezi.com/kqjzbatubjz5/sbvwd-1st/>

- **2nd-3rd grade:**
https://prezi.com/4uz_gitorz5x/sbvwd-2nd-3rd/
- **4th-5th grade:**
<https://prezi.com/1q03dpcbpkjg/sbvwd-4th-5th/>
- **Middle School**
https://prezi.com/3gowtqbx_xq/sbvwd-6th-8th/
- **High School**
<https://prezi.com/zfobrpx5tghe/sbvwd-high-school/>

San Bernardino Valley Water Conservation District

Monthly Recharge Report

From: 2/1/2020
To: 2/29/2020



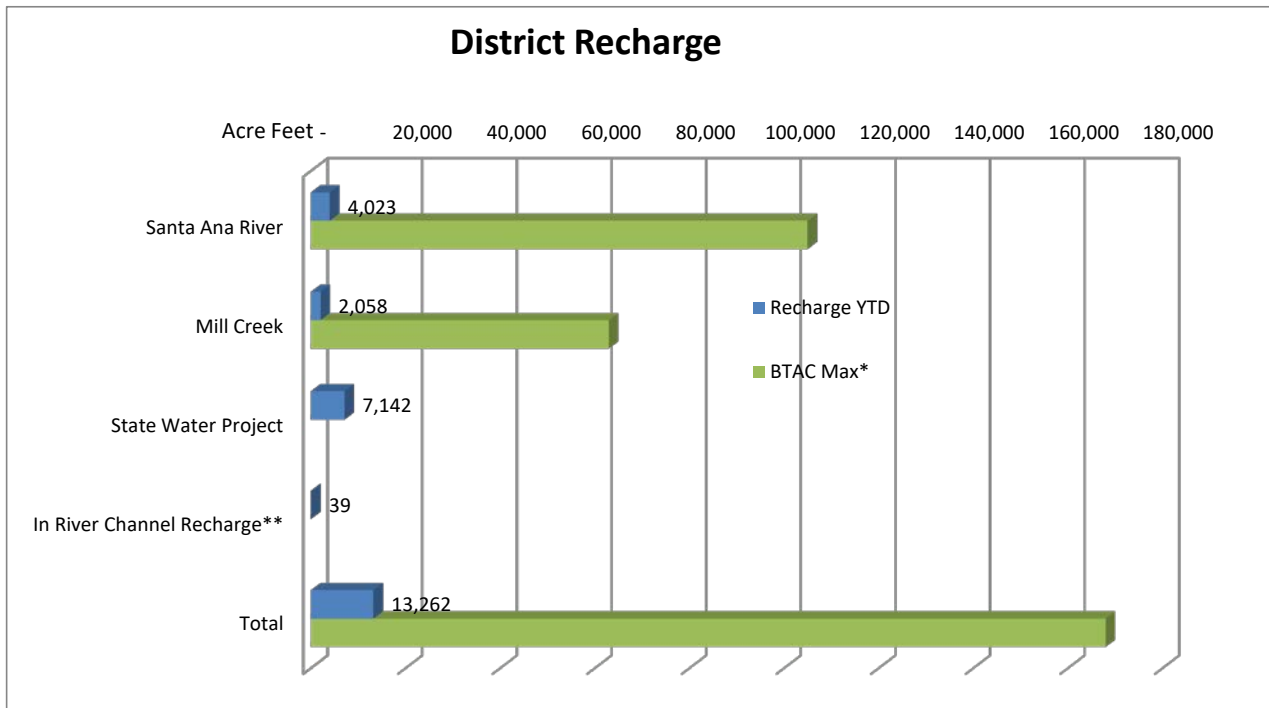
	February				
	Avg Daily Recharge	Monthly Recharge	Recharge YTD	BTAC Max*	% Max
Santa Ana River	8.9	258	4,023	105,000	4%
Mill Creek	10.6	307	2,058	63,000	3%
State Water Project	0.0	-	7,142	NA	NA
In River Channel Recharge**	0.0	-	39	NA	NA
Total	19	565	13,262	168,000	8%

Values in Acre Feet

*BTAC Revised Max in December 2019

**Monitoring began in Mid-April 2011

*** All Values Based on Water Year Oct-Sep 2020



TRAVEL AND EXPENSES COST ESTIMATE

Name of Event:	ACWA Spring Conference
Event Dates:	May 5-8, 2020
Conference Location:	Monterey, CA
Requested by:	Corneille

GL	GL Name	Cost	Notes
6401	Directors Fees (\$231)	\$ 1,155.00	5 days
6410	Mileage (.575)	\$ 437.00	760 miles
6420	Other Travel	\$ -	
6425	Meals	\$ 130.00	
6430	Lodging	\$ 532.00	Colton Inn
6435	Conference Registration (Full)	\$ 725.00	
Estimated Total		\$ 2,979.00	

2020 Board Calendar - San Bernardino Valley Water Conservation District

JANUARY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jan. 8 Board Meeting
Jan. 22 2nd Qtr. Finance & Admin Mtg.

JULY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jul. 8 Board Meeting
Jul. 22 4th Qtr. Finance & Admin Mtg.

FEBRUARY						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Feb. 12 Board Meeting

AUGUST						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Aug. 12 Board Meeting

MARCH						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Mar. 11 Board Meeting
Engineering Investigation Report Presentation
Mar. 25 3rd Qtr. Finance & Admin Mtg.

SEPTEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Sept. 9 Board Meeting

APRIL						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Apr. 8 Board Meeting
Public Meeting/Groundwater Charge
Apr. 22 Board Meeting
Public Hearing/Groundwater Charge

OCTOBER						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Oct. 14 Board Meeting

MAY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

May 27 Board Meeting

NOVEMBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Nov. 18 1st Qtr. Finance & Admin Mtg. (@9:00 a.m.)
Nov. 18 Board Meeting (@ 1:30 p.m.)

JUNE						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Jun. 10 Board Meeting

DECEMBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Dec. 9 Board Meeting (@ 9:00 a.m.)
Holiday Luncheon