



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, July 13, 2022 – 1:30 p.m.

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

Call in (669) 900-6833, Meeting ID: 828 2351 1711

To join the Zoom Meeting on <https://us02web.zoom.us/j/82823511711>

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

Note: Copies of staff reports and other documents relating to the items on this agenda are on file at the District office and are available for public review during normal District business hours. New information 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 District's 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 a participant at this meeting you will need special assistance, the District will attempt to accommodate you in every reasonable manner. Please contact Athena Laroche at (909) 793-2503 at least 48 hours prior to the meeting to inform her of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. PUBLIC PARTICIPATION

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

2. ADDITIONS/DELETIONS TO AGENDA

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

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BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

- 3. **GUEST RECOGNITION/SELF INTRODUCTIONS**
- 4. **CONSENT CALENDAR**
 - A. Approval of Board Minutes, June 8, 20225
 - B. Approval of Expenditure Report, June 2022.....11
- 5. **COMMITTEE REPORTS /ACTION ITEMS**

Action Items

- A. UNAUDITED FINANCIAL REPORTS, June 2022 - 5 minutes (M#1876).....21
Presenter: Angie Quiroga, Betsy Miller
Recommendation: Review and approve the unaudited financials for June 2022.

- B. WASH PLAN SAN BERNARDINO KANGAROO RAT 2022 MONITORING PROGRAM PROFESSIONAL SERVICES AGREEMENT - 5 minutes (M#1877).....28
Presenter: Milan Mitrovich
Recommendation: Staff recommends the Board approve a Professional Services Agreement with Origin Biological for an amount not to exceed \$35,590 as shown in the Attachments.

- C. WASH PLAN SAN BERNARDINO KANGAROO RAT MONITORING PROGRAM TECHNICAL ASSISTANCE AGREEMENT - 5 minutes (M#1878)42
Presenter: Milan Mitrovich
Recommendation: Staff recommends the Board accept the proposal from the U.S. Geological Survey (USGS), authorize the General Manager and General Counsel to prepare and execute a technical assistance agreement substantially consistent with USGS’s proposal, and enter into a technical assistance agreement with the USGS for an amount not to exceed \$60,000 as shown in the Attachment.

6. INFORMATION ITEMS:

- A. Environmental Update – 5 Minutes.....54
- B. Engineering Update – 5 Minutes.....56
- C. Wash Plan Trails Status Report – 5 Minutes.....57
- D. Previous General Manager Aphorisms – 5 Minutes.....58
- E. General Manager’s Report and Monthly Recharge Report – 5 Minutes.....59
- F. Future Agenda Items & Staff Tasks – 5 Minutes

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

8. UPCOMING MEETINGS:

- A. July 14, 2022 San Bernardino Valley Municipal Water District Board Policy Workshop, 2:00 p.m. at Valley Municipal
- B. July 18, 2022 Association of San Bernardino Special Districts Dinner, 6:00 p.m. hosted by the East Valley Water District at the Sterling Natural Resource Center

Topic: Taking Risks to Enhance Public Service

- C. July 19, 2022
Big Bear Watermaster Committee, 1:30 p.m. at Conservation District
(Zoom Meeting ID: 846 9435 3091)
- D. July 19, 2022
San Bernardino Valley Municipal Water District Board of Directors Meeting, 2:00 p.m. at Valley Municipal
- E. July 20, 2022
USAR WIFA Meeting, 8:30 a.m. at Valley Municipal
- F. July 20, 2022
Conservation Trust Board Meeting, 2:00 pm at Conservation District
(Zoom Meeting ID: 848 1840 9036)
- G. July 21, 2022
San Bernardino Valley Municipal Water District Debt Service Fund Budget Workshop, 2:00 p.m. at Valley Municipal
- H. July 27, 2022
USAR WIFA Technical Advisory Committee Meeting, 8:30 a.m. at Valley Municipal
- I. July 27, 2022
Finance & Administration Committee, 1:30 p.m. at Conservation District
(Zoom Meeting ID: 842 7646 6569)
- J. July 28, 2022
Operations Committee, 9:00 a.m. at Conservation District
(Zoom Meeting ID: 864 1642 8271)
- K. August 1, 2022
Basin Technical Advisory Committee, 1:30 p.m., Valley Municipal
- L. August 2, 2022
ARTP Policy Committee, 9:00 a.m. at Conservation District
(Zoom Meeting ID: 864 3049 6316)
- M. August 4, 2022
San Bernardino Valley Municipal Water Resources Workshop, 2:00 p.m. at Valley Municipal
- N. August 9, 2022
San Bernardino Valley Municipal Water District Engineering Workshop, 2:00 p.m. at Valley Municipal
- O. August 10, 2022
Board of Directors Meeting, 1:30 p.m. at Conservation District
(Zoom Meeting ID: 828 2351 1711)
- P. August 12, 2022
Southern California Water Conference, 8:00 a.m.-1:00 p.m., Ontario Double Tree Hotel

9. **CLOSED SESSION**

1. The Board may meet in Closed Session under authority of Government Code §54956.9 (a), in order to discuss existing litigation, Endangered Habitats League et al. vs. U.S. Army Corps of Engineers, Central District Court Case no. Case No.: 2:16-cv-09178-MWF-E.
2. The Board may meet in Closed Session under authority of Government Code §54956.9 (a), in order to

discuss existing litigation, San Bernardino Valley Water Conservation District v. Mark J. Bacher dba Red Dragonfly Spa, SBCSC Case No. LLTVA 2103055.

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

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

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

10. **ADJOURN MEETING.** The next regularly scheduled Board of Directors Meeting will be on August 10, 2022, at 1:30 p.m., at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA and via Zoom/teleconference.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF JUNE 8, 2022
1:30 p.m.

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

ROLL CALL:

BOARD MEMBERS PRESENT:

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

BOARD MEMBERS ABSENT:

None

STAFF PRESENT:

Betsy Miller, General Manager
Milan Mitrovich, Land Resources Manager
Erwin Fogerson, Senior Engineer/Project Manager
David Cosgrove, District Counsel
Athena Laroche, Administrative Specialist
Angie Quiroga, Administrative Analyst
Katelyn Scholte, Principal Engineer
Jazmin Serrato, Intern

GUESTS PRESENT:

David E. Smith, East Valley Water District
Willow Green, Tetra Tech
June Hayes, San Bernardino Valley Municipal Water District
Paul Kielhold, San Bernardino Valley Municipal Water District
Adekunle Ojo, San Bernardino Valley Municipal Water District

1. PUBLIC PARTICIPATION

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

2. ADDITIONS/DELETIONS TO AGENDA

Ms. Miller requested Action Item C: Statement of Investment Policy for Fiscal Year 2022-2023 be pulled from the agenda due to the previous Board action in January 2022. It was the consensus of the Board to remove the item from the agenda.

3. GUEST RECOGNITION/SELF INTRODUCTION

Ms. Miller introduced staff present and President McDonald introduced Board members present. Guests present via Zoom performed self-introductions.

4. CONSENT CALENDAR

It was moved by Vice President Corneille and seconded by Director Stewart to approve the Consent Calendar: Item A: Board Minutes, May 11, 2022 and Item B: Expenditure Report, May 2022. The motion carried 4-0, with all Board members present voting in the affirmative. Director Longville was noted absent from the vote.

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

5. COMMITTEE REPORTS/ACTION ITEMS

A. UNAUDITED FINANCIAL REPORT, MAY 2022

Ms. Miller introduced this item for discussion, noting its inclusion on package page 22. She noted that interest income increased, and property tax income and mining royalties income are coming in over budget. Some of the expenses from the 90th Anniversary Celebration are also being paid, primarily from GL-5120: Miscellaneous Professional Services and GL-6001: General Administration Other. Director Stewart asked why the property tax income increased. Ms. Quiroga said that the District generally receives slightly more than the County estimates. Mr. Cosgrove indicated that it may be due to the current market being higher than normal. Vice President Corneille asked on item GL-6006: Permits, why it was overbudget. Ms. Quiroga said that it was the Districts costs for state permitting fees for the Wash Plan and is a one time cost. She noted that the single remaining tenant with deferred COVID rent had made their last payment yesterday.

It was moved by Director Stewart and seconded by Director Raley to approve the Unaudited Financial Reports for May 2022. The motion carried 4-0, with all Board members present voting in the affirmative. Director Longville was noted absent from the vote.

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

Director Stewart: Yes

B. GENERAL MANAGER RETIREMENT DATE APPROVAL

Mr. Cosgrove introduced this item for discussion, noting its inclusion beginning on package page 28. It was noted that this action will formally recognize and accept Mr. Cozad's resignation from the District, effective May 18, 2022.

It was moved by Director Raley and seconded by Vice President Corneille to accept the resignation of the District's retiring General Manager, Daniel Cozad, effective May 18, 2022. The motion carried 4-0, with all Board members present voting in the affirmative. Director Longville was noted absent from the vote.

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

C. STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2022-2023

This item was removed from the agenda.

D. CSDA BOARD ELECTIONS OFFICIAL VOTE

Ms. Miller noted this item's inclusion beginning packet page 41. She said that staff is requesting direction from the Board on the the District's vote for CSDA Board, Seat B, Southern Network. President McDonald recommended voting for Don Bartz of Phelan Pinon Hills Community Services District, and provided brief background on him.

It was moved by Vice President Corneille and seconded by Director Stewart to direct staff to vote for Don Bartz for the CSDA Board, Seat B, Southern Network. The motion carried 5-0, with all Board members present voting in the affirmative.

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

E. BIG BEAR WATERMASTER APPOINTMENT OF KATELYN SCHOLTE

Mr. Cosgrove introduced this item for discussion, noting its inclusion beginning on package page 48. He stated that typically the appointment to the Big Bear Watermaster Committee has been filled by the General Manager, but recommended that Ms. Scholte be appointed to this Committee due to her expertise and experience. He noted the value of her knowledge of water rights, the Watermaster and her instrumental role in the Groudwater Council's development and implementation of the equitable allocation model. Mr. Cosgrove stated that this is a Committee derived from the 1977 North Fork Judgement, which has a multi-agency membership to its Committee. This was created by the court, so

if the District desires to change the staffing it will be required to file a motion with the court to do so. He requests that Ms. Scholte be nominated and approved for the position by the Board, and direct District Counsel to file the motion with the court to have her appointed to the Committee.

It was moved by Vice President Corneille and seconded by Director Longville to approve the appointment of the District's Principal Engineer, Katelyn Scholte, to serve as the replacement on the Big Bear Watermaster Committee for the District's recently retired General Manager, Daniel Cozad, and direct District Counsel to file necessary paperwork with the court. The motion carried 5-0, with all Board members present voting in the affirmative.

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

6. INFORMATION ITEMS

A. WASH PLAN IMPLEMENTATION UPDATE

Mr. Mitrovich provided a verbal update on this item. He indicated Spring 2022 fieldwork, performed by District staff and consultants, is completed as of last week. The main focus was conducting San Bernardino kangaroo rat (SBKR) habitat condition surveys and taking soil samples at 100 plots, which took approximately 100 hours over six weeks. Mr. Mitrovich spoke highly of the work performed by the Environmental Biology/GIS interns. He brought soil samples to show the Board and explained the process and purpose. In addition, he said that slender horned spineflower surveys were performed along with assistance of our contractor, Dudek, utilizing a new protocol developed by the District specifically for the Wash Plan. The team counted over 1400 individuals. The results of these surveys will allow us to effectively manage these species and plan appropriate restoration projects. The District will work with the California Botanic Garden to collect spineflower seed for restoration purposes. This item was received and filed.

B. WASH PLAN TRAILS STATUS REPORT

This item is included on package page 52. Ms. Miller said that there is no progress to report and that staff is awaiting next steps from the City of Redlands. Director Stewart suggested that the District pick the trail with the least species impact for implementation first to expedite the process. This item was received and filed.

C. ENGINEERING UPDATE

Ms. Scholte introduced this item for discussion, it was included on package page 53. The Mentone Shop kick-off meeting was held on May 10. Staff is still working with the contractor to obtain required bonds so that the architect can begin the design process. The bonds are anticipated to be received this week. The U.S. Army Corp of Engineers (COE) has requested signed plans for the Mill Creek Diversion Project. Discussion with the U.S. Fish & Wildlife Service (USFWS) were concluded last week on the Biological Opinion so that portion of the environmental permitting is complete. Staff is waiting for the issuance of the 404/408 permits and working with the Regional Board for the reissuance of the 401 permit. The

Active Recharge Transfer Projects (ARTP) permitting has been obtained with the help of Joanna Gibson of Valley Municipal. There are additional permits required to be obtained from San Bernardino County. A detailed overview is included on package page 53. Vice President Corneille spoke in support of the new written format for the engineering update summary. Director Stewart asked if the geotechnical work was the same permitting process for the fault study. Ms. Scholte indicated that it is. The Board thanked engineering staff for their detailed update. This item was received and filed.

D. GENERAL MANAGER'S REPORT AND MONTHLY RECHARGE REPORT

Ms. Miller reviewed this item shown on package page 54. Staff recently reviewed the current COVID-19 OSHA regulations and have adopted the new provisions and advised staff and the Board that masks are not required at this time. The District will work to update its COVID policies and procedures. Staff reposted the Assistant Engineer position and the recruitment process is ongoing. Ms. Scholte is attending training for wetlands delineation recommended by Mr. Fogerson. Mr. Fogerson said it is a helpful tool to assist in streamlining design. Ms. Miller said that the Groundwater Council met to discuss renewal that is coming up next year. She noted that a trails walk was done with staff, Board members, and the Redlands Conservancy. She thanked Vice President Corneille and Director Stewart for attending. The monthly recharge report is included on package page 59.

E. FUTURE AGENDA ITEMS & STAFF TASKS

Vice President Corneille requested that the Operations Committee review the Enhanced Recharge engineering design. He asked for the impact of the Exchange Plan agreement update to be presented to the Board at a future meeting. President McDonald asked for a copy of the aphorisms presented to the Board by Mr. Cozad. She also requested a placeholder on the agenda to review them. Vice President Corneille requested an update on the series of water levels monitoring graph from 2019. Director Stewart asked for an estimate of how many attendees there were at the 90th Anniversary Celebration.

7. MONTHLY BOARD MEMBER MEETING REPORTS

Director Stewart attended the Groundwater Public Hearing/Board meeting on April 27, Board Meeting and 90th Anniversary Celebration on May 11 and Valley Municipal Policy Workshop on May 12 and today's Board meeting.

Director Raley attended the Redlands Rise N Shine on May 6, Board Meeting and 90th Anniversary Celebration on May 11, Valley Municipal Policy Workshop on May 12 and Valley Municipal Resources Workshop on May 19. He attended the Redlands Rise N Shine on June 3 and Valley Municipal Board meeting on June 7.

Vice President Corneille attended the Redlands Rise N Shine on June 3 and the Basin Technical Advisory Committee (BTAC) on June 6.

Director Longville attended Valley Municipal Board meeting on June 7.

President McDonald attended today's Board meeting, Valley Municipal Board meeting on June 7 and BTAC. She attended the tour of Shasta Dam June 1-2, ACWA Women in Water on May 26 and Highland Area Chamber of Commerce Luncheon on May 24. She attended the ACWA State Legislative Committee on May 20, Valley Municipal Resources Workshop on May 19, Valley Municipal Board meeting on May 17. She attended the Valley Municipal Policy Workshop on May 12 and Board Meeting and 90th Anniversary Celebration on May 11.

8. UPCOMING MEETINGS

There were none discussed.

9. CLOSED SESSION

It was moved by Director Longville and seconded by Director Stewart to enter into Closed Session. The motion carried 5-0, with all Directors present voting in the affirmative.

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

Mr. Cogrove announced that the meeting would adjourn to a closed session to discuss all posted agenda items.

At 2:52 p.m. the meeting reconvened into open session. Mr. Cosgrove noted reported that while in Closed Session the Board unanimously authorized staff to acquire equalization parcels one and two from Bureau of Land Management as described in the Wash Plan Land Exchange for a total payment of \$70,0000.

10. ADJOURN MEETING

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

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

At 3:45 p.m., the meeting adjourned to the regular Board of Directors meeting scheduled for 1:30 p.m. on July 13, 2022, via Zoom and in-person.

Betsy Miller
General Manager

San Bernardino Valley Water Conservation District
Expenditure Report
June 2022

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
OnlinePymt	06/07/2022	WEX Bank-Shell	1012 · Citizens Busine...		-2,107.74
	06/07/2022		5320 · Fuel	1-Groundwater Ent.	1,249.15
			5320 · Fuel	1-Groundwater Ent.	858.59
TOTAL					2,107.74
QB Intuit	06/24/2022	Intuit	1012 · Citizens Busine...		-389.29
			6030 · Office Supplies	4-General Fund Ent.	311.43
			6030 · Office Supplies	1-Groundwater Ent.	19.46
			6030 · Office Supplies	2-Redlands Plaza/...	38.94
			6030 · Office Supplies	3-Land Resources	19.46
TOTAL					389.29
PC 06.01.22	06/01/2022	Paychex	1012 · Citizens Busine...		-129.05
			6042 · Payroll Processing	4-General Fund Ent.	129.05
TOTAL					129.05
PC 06.15.22	06/15/2022	Paychex	1012 · Citizens Busine...		-135.72
			6042 · Payroll Processing	4-General Fund Ent.	135.72
TOTAL					135.72
PC 06.29.22	06/29/2022	Paychex	1012 · Citizens Busine...		-124.04
			6042 · Payroll Processing	4-General Fund Ent.	124.04
TOTAL					124.04
23527	06/02/2022	Bureau of Land Manag...	1012 · Citizens Busine...		-19,477.00
	06/02/2022		7120 · Property-Land P...	3-Land Resources	19,477.00
TOTAL					19,477.00
23528	06/02/2022	Corneille, Richard	1012 · Citizens Busine...		-1,276.80
	06/02/2022		6401 · Directors' Fees	4-General Fund Ent.	1,276.80
TOTAL					1,276.80
23529	06/02/2022	Fernando Hernandez	1012 · Citizens Busine...		-256.42
	06/02/2022		6230 · Regular Salaries	4-General Fund Ent.	256.42
TOTAL					256.42
23530	06/02/2022	Resource Technology ...	1012 · Citizens Busine...		-28,150.00
	05/17/2022		5120 · Misc. Profession...	3-Land Resources	28,150.00
TOTAL					28,150.00

San Bernardino Valley Water Conservation District

07/01/22

Expenditure Report

June 2022

Num	Date	Name	Account	Class	Original Amount
23531	06/07/2022	Aaron Pederson	1012 · Citizens Busine...		-35.00
	06/03/2022		6018 · Janitorial Services	4-General Fund Ent.	35.00
TOTAL					35.00
23532	06/07/2022	ACWA/JPIA-Health	1012 · Citizens Busine...		-26,718.75
	06/02/2022		6110 · Vision Insurance	4-General Fund Ent.	33.83
			6110 · Vision Insurance	1-Groundwater Ent.	117.12
			6110 · Vision Insurance	2-Redlands Plaza/...	10.41
			6110 · Vision Insurance	3-Land Resources	26.03
			6110 · Vision Insurance	5-Wash Plan	18.22
			6110 · Vision Insurance	6-Active Recharge ...	54.65
			6130 · Dental Insurance	4-General Fund Ent.	165.55
			6130 · Dental Insurance	1-Groundwater Ent.	573.05
			6130 · Dental Insurance	2-Redlands Plaza/...	50.94
			6130 · Dental Insurance	3-Land Resources	127.34
			6130 · Dental Insurance	5-Wash Plan	89.14
			6130 · Dental Insurance	6-Active Recharge ...	267.42
			6150 · Medical Insurance	4-General Fund Ent.	3,274.06
			6150 · Medical Insurance	1-Groundwater Ent.	11,333.27
			6150 · Medical Insurance	2-Redlands Plaza/...	1,007.40
			6150 · Medical Insurance	3-Land Resources	2,518.51
			6150 · Medical Insurance	5-Wash Plan	1,762.95
			6150 · Medical Insurance	6-Active Recharge ...	5,288.86
TOTAL					26,718.75
23533	06/07/2022	American Power Security	1012 · Citizens Busine...		-970.00
	05/31/2022		6026 · Redlands Plaza ...	2-Redlands Plaza/...	970.00
TOTAL					970.00
23534	06/07/2022	Beach Boyz Auto Service	1012 · Citizens Busine...		-106.25
	05/19/2022		5310 · Vehicle Mainten...	1-Groundwater Ent.	106.25
TOTAL					106.25
23535	06/07/2022	Castro Landscaping Se...	1012 · Citizens Busine...		-250.00
	05/30/2022		6026 · Redlands Plaza ...	2-Redlands Plaza/...	250.00
TOTAL					250.00
23536	06/07/2022	Diamond Environment...	1012 · Citizens Busine...		-100.48
	05/23/2022		5460 · Water / Trash / ...	4-General Fund Ent.	28.13
			5460 · Water / Trash / ...	1-Groundwater Ent.	20.10
			5460 · Water / Trash / ...	3-Land Resources	52.25
TOTAL					100.48
23537	06/07/2022	Edison - 6256 (Redland...	1012 · Citizens Busine...		-276.85
	06/01/2022		6026 · Redlands Plaza ...	2-Redlands Plaza/...	114.27
			6026 · Redlands Plaza ...	2-Redlands Plaza/...	162.58
TOTAL					276.85

San Bernardino Valley Water Conservation District

Expenditure Report

June 2022

Num	Date	Name	Account	Class	Original Amount
23538	06/07/2022	Edison - 9779	1012 · Citizens Busine...		-526.71
	06/01/2022		5420 · Electricity	4-General Fund Ent.	63.94
			5420 · Electricity	1-Groundwater Ent.	45.66
			5420 · Electricity	2-Redlands Plaza/...	118.74
			5420 · Electricity	4-General Fund Ent.	83.54
			5420 · Electricity	1-Groundwater Ent.	59.67
			5420 · Electricity	2-Redlands Plaza/...	155.16
TOTAL					526.71
23539	06/07/2022	Empire Disposal	1012 · Citizens Busine...		-346.78
	05/31/2022		5460 · Water / Trash / ...	4-General Fund Ent.	173.40
			5460 · Water / Trash / ...	1-Groundwater Ent.	138.70
			5460 · Water / Trash / ...	3-Land Resources	34.68
TOTAL					346.78
23540	06/07/2022	Frontier-4860	1012 · Citizens Busine...		-426.66
	05/28/2022		5440 · Telephone	4-General Fund Ent.	204.18
			5440 · Telephone	1-Groundwater Ent.	87.50
			5470 · Internet Services	4-General Fund Ent.	67.49
			5470 · Internet Services	1-Groundwater Ent.	40.49
			5470 · Internet Services	2-Redlands Plaza/...	6.75
			5470 · Internet Services	3-Land Resources	20.25
TOTAL					426.66
23541	06/07/2022	Home Depot Credit Ser...	1012 · Citizens Busine...		-764.78
	05/27/2022		5120 · Misc. Profession...	4-General Fund Ent.	33.66
			5120 · Misc. Profession...	1-Groundwater Ent.	32.66
			5120 · Misc. Profession...	3-Land Resources	32.66
			5210 · Equipment Maint...	1-Groundwater Ent.	622.45
			5215 · Property Mainte...	1-Groundwater Ent.	34.70
			5215 · Property Mainte...	3-Land Resources	8.65
TOTAL					764.78
23542	06/07/2022	Image Source	1012 · Citizens Busine...		-199.36
	05/22/2022		6033 · Office Equipmen...	4-General Fund Ent.	149.52
			6033 · Office Equipmen...	1-Groundwater Ent.	9.97
			6033 · Office Equipmen...	2-Redlands Plaza/...	29.90
			6033 · Office Equipmen...	3-Land Resources	9.97
TOTAL					199.36
23543	06/07/2022	JAN-PRO Cleaning Sys...	1012 · Citizens Busine...		-800.00
	06/01/2022		6018 · Janitorial Services	4-General Fund Ent.	800.00
TOTAL					800.00
23544	06/07/2022	LAFCO	1012 · Citizens Busine...		-1,120.00
	06/03/2022		1701 · CIP-Active Rech...	6-Active Recharge ...	1,120.00
TOTAL					1,120.00

San Bernardino Valley Water Conservation District
Expenditure Report
June 2022

07/01/22

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
23545	06/07/2022	Lowe's Companies, Inc.	1012 · Citizens Busine...		-567.12
	05/25/2022		5120 · Misc. Profession...	4-General Fund Ent.	144.84
			5120 · Misc. Profession...	1-Groundwater Ent.	140.57
			5120 · Misc. Profession...	3-Land Resources	140.57
			5460 · Water / Trash / ...	4-General Fund Ent.	25.62
			5460 · Water / Trash / ...	1-Groundwater Ent.	20.50
			5460 · Water / Trash / ...	3-Land Resources	5.12
			5210 · Equipment Maint...	1-Groundwater Ent.	79.47
			5215 · Property Mainte...	1-Groundwater Ent.	8.34
			5215 · Property Mainte...	3-Land Resources	2.09
TOTAL					567.12
23546	06/07/2022	Netsteller	1012 · Citizens Busine...		-689.30
	06/01/2022		5160 · IT Support	4-General Fund Ent.	135.00
			5160 · IT Support	1-Groundwater Ent.	225.00
			5160 · IT Support	3-Land Resources	45.00
			5160 · IT Support	6-Active Recharge ...	45.00
	06/01/2022		6027 · Computer Softw...	4-General Fund Ent.	179.47
			6027 · Computer Softw...	1-Groundwater Ent.	11.97
			6027 · Computer Softw...	2-Redlands Plaza/...	23.93
			6027 · Computer Softw...	3-Land Resources	23.93
TOTAL					689.30
23547	06/07/2022	Patton Sales Corp	1012 · Citizens Busine...		-677.26
	05/20/2022		5215 · Property Mainte...	1-Groundwater Ent.	288.37
			5215 · Property Mainte...	3-Land Resources	72.10
	06/02/2022		5215 · Property Mainte...	1-Groundwater Ent.	253.43
			5215 · Property Mainte...	3-Land Resources	63.36
TOTAL					677.26
23548	06/07/2022	Redlands Chamber of ...	1012 · Citizens Busine...		-195.00
	05/31/2022		6093 · Memberships	4-General Fund Ent.	195.00
TOTAL					195.00
23549	06/07/2022	San Bernardino County...	1012 · Citizens Busine...		-122.05
	06/02/2022		5225 · Field Clean Up-II...	1-Groundwater Ent.	73.23
			5225 · Field Clean Up-II...	3-Land Resources	48.82
TOTAL					122.05
23550	06/07/2022	Terminix	1012 · Citizens Busine...		-91.00
	05/31/2022		6026 · Redlands Plaza ...	2-Redlands Plaza/...	91.00
TOTAL					91.00
23551	06/07/2022	WEX Bank-Valero	1012 · Citizens Busine...		-1,452.32
	05/23/2022		5320 · Fuel	1-Groundwater Ent.	1,452.32
TOTAL					1,452.32

San Bernardino Valley Water Conservation District

Expenditure Report

June 2022

Num	Date	Name	Account	Class	Original Amount
23552	06/22/2022	AECOM Technical Serv...	1012 · Citizens Busine...		-25,669.00
	04/21/2022		5122 · Wash Plan Profe...	5-Wash Plan	3,879.97
			5120 · Misc. Profession...	6-Active Recharge ...	810.74
	06/10/2022		5120 · Misc. Profession...	3-Land Resources	1,100.29
			5122 · Wash Plan Profe...	5-Wash Plan	13,318.26
			5120 · Misc. Profession...	6-Active Recharge ...	2,782.92
			5120 · Misc. Profession...	3-Land Resources	3,776.82
TOTAL					25,669.00
23553	06/22/2022	Athena Laroche	1012 · Citizens Busine...		-117.94
	06/15/2022		6510 · Mileage	4-General Fund Ent.	18.80
			6510 · Mileage	1-Groundwater Ent.	11.75
			6510 · Mileage	3-Land Resources	4.70
			6510 · Mileage	6-Active Recharge ...	11.75
			6525 · Meals	4-General Fund Ent.	31.92
			6525 · Meals	1-Groundwater Ent.	24.83
			6525 · Meals	3-Land Resources	14.19
TOTAL					117.94
23554	06/22/2022	Brownstein Hyatt Farb...	1012 · Citizens Busine...		-15,375.00
	06/10/2022		5120 · Misc. Profession...	3-Land Resources	15,375.00
TOTAL					15,375.00
23555	06/22/2022	California Tool & Weldi...	1012 · Citizens Busine...		-122.36
	06/08/2022		5210 · Equipment Maint...	1-Groundwater Ent.	356.17
TOTAL					356.17
23556	06/22/2022	CASC Engineering and...	1012 · Citizens Busine...		-5,224.20
	06/16/2022		1701.02 · Plunge & Oa...	6-Active Recharge ...	5,224.20
TOTAL					5,224.20
23557	06/22/2022	Citizens Business Bank	1012 · Citizens Busine...		-6,969.05
	06/10/2022		5210 · Equipment Maint...	1-Groundwater Ent.	2,707.09
			5215 · Property Mainte...	1-Groundwater Ent.	1,004.58
			5215 · Property Mainte...	3-Land Resources	251.14
			6001 · General Adminis...	4-General Fund Ent.	574.43
			6001 · General Adminis...	1-Groundwater Ent.	574.43
			6002 · Website Adminis...	4-General Fund Ent.	365.00
			6004 · Meeting Expenses	4-General Fund Ent.	132.57
			6004 · Meeting Expenses	3-Land Resources	132.57
			6027 · Computer Softw...	4-General Fund Ent.	116.24
			6027 · Computer Softw...	1-Groundwater Ent.	7.74
			6027 · Computer Softw...	2-Redlands Plaza/...	15.50
			6027 · Computer Softw...	3-Land Resources	15.50
			6030 · Office Supplies	4-General Fund Ent.	72.97
			6030 · Office Supplies	1-Groundwater Ent.	4.56
			6030 · Office Supplies	2-Redlands Plaza/...	9.12
			6030 · Office Supplies	3-Land Resources	4.56
			6039 · Postage and Ov...	4-General Fund Ent.	59.15
			6039 · Postage and Ov...	1-Groundwater Ent.	26.89
			6039 · Postage and Ov...	2-Redlands Plaza/...	10.75
			6039 · Postage and Ov...	3-Land Resources	10.75
			6435 · Conf/Seminar R...	4-General Fund Ent.	85.74

San Bernardino Valley Water Conservation District

Expenditure Report

June 2022

Num	Date	Name	Account	Class	Original Amount
			6515 · Air Fare	4-General Fund Ent.	108.88
			6515 · Air Fare	1-Groundwater Ent.	36.30
			6515 · Air Fare	3-Land Resources	87.11
			6515 · Air Fare	6-Active Recharge ...	130.67
			6530 · Lodging	4-General Fund Ent.	125.08
			6530 · Lodging	1-Groundwater Ent.	97.29
			6530 · Lodging	3-Land Resources	55.59
			6535 · Conf/Seminar R...	4-General Fund Ent.	87.75
			6535 · Conf/Seminar R...	1-Groundwater Ent.	68.25
			6535 · Conf/Seminar R...	3-Land Resources	39.00
TOTAL					7,017.20
23558	06/22/2022	City of Redlands -Muni...	1012 · Citizens Busine...		-531.66
	06/09/2022		6026 · Redlands Plaza ...	2-Redlands Plaza/...	531.66
TOTAL					531.66
23559	06/22/2022	Cozad, Daniel B	1012 · Citizens Busine...		-278.34
	06/16/2022		2102 · Pers Retirement ...	4-General Fund Ent.	278.34
TOTAL					278.34
23560	06/22/2022	Day Lite Maintenance, I...	1012 · Citizens Busine...		-279.31
	06/08/2022		6026 · Redlands Plaza ...	2-Redlands Plaza/...	279.31
TOTAL					279.31
23561	06/22/2022	DUDEK	1012 · Citizens Busine...		-16,791.10
	06/09/2022		5123 · Habitat Manage...	5-Wash Plan	15,091.10
	06/10/2022		5120 · Misc. Profession...	3-Land Resources	1,700.00
TOTAL					16,791.10
23562	06/22/2022	Edison - 6493	1012 · Citizens Busine...		-69.47
	06/10/2022		5420 · Electricity	4-General Fund Ent.	19.46
			5420 · Electricity	1-Groundwater Ent.	13.89
			5420 · Electricity	2-Redlands Plaza/...	36.12
TOTAL					69.47
23563	06/22/2022	Edison - 8958	1012 · Citizens Busine...		-359.00
	06/08/2022		5420 · Electricity	4-General Fund Ent.	100.52
			5420 · Electricity	1-Groundwater Ent.	71.80
			5420 · Electricity	2-Redlands Plaza/...	186.68
TOTAL					359.00
23564	06/22/2022	Katelyn Scholte	1012 · Citizens Busine...		-155.03
	06/15/2022		6510 · Mileage	4-General Fund Ent.	62.01
			6510 · Mileage	1-Groundwater Ent.	38.76
			6510 · Mileage	3-Land Resources	15.50
			6510 · Mileage	6-Active Recharge ...	38.76
TOTAL					155.03

San Bernardino Valley Water Conservation District
Expenditure Report
June 2022

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
23565	06/22/2022	Lawyers Title Company	1012 · Citizens Busine...		-750.00
	06/09/2022		5120 · Misc. Profession...	3-Land Resources	750.00
TOTAL					750.00
23566	06/22/2022	Mikael Romich	1012 · Citizens Busine...		-1,686.40
	06/03/2022		5123 · Habitat Manage...	5-Wash Plan	1,686.40
TOTAL					1,686.40
23567	06/22/2022	Quill Corporation	1012 · Citizens Busine...		-244.99
	06/01/2022		6030 · Office Supplies	4-General Fund Ent.	60.88
			6030 · Office Supplies	1-Groundwater Ent.	3.81
			6030 · Office Supplies	2-Redlands Plaza/...	7.61
			6030 · Office Supplies	3-Land Resources	3.81
	06/02/2022		6030 · Office Supplies	4-General Fund Ent.	121.80
			6030 · Office Supplies	1-Groundwater Ent.	7.61
			6030 · Office Supplies	2-Redlands Plaza/...	15.23
			6030 · Office Supplies	3-Land Resources	7.61
	06/02/2022		6030 · Office Supplies	4-General Fund Ent.	13.30
			6030 · Office Supplies	1-Groundwater Ent.	0.83
			6030 · Office Supplies	2-Redlands Plaza/...	1.67
			6030 · Office Supplies	3-Land Resources	0.83
TOTAL					244.99
23568	06/22/2022	Redlands Ford-Ken Gr...	1012 · Citizens Busine...		-137.51
	06/10/2022		5310 · Vehicle Mainten...	1-Groundwater Ent.	137.51
TOTAL					137.51
23569	06/22/2022	Smart & Final	1012 · Citizens Busine...		-259.06
	06/16/2022		6019 · Janitorial Supplies	4-General Fund Ent.	46.49
			6019 · Janitorial Supplies	1-Groundwater Ent.	30.99
			6004 · Meeting Expenses	4-General Fund Ent.	90.79
			6004 · Meeting Expenses	3-Land Resources	90.79
TOTAL					259.06
23570	06/22/2022	Tetra Tech	1012 · Citizens Busine...		-38,324.64
	06/16/2022		1701.01 · Waterman Ly...	6-Active Recharge ...	38,324.64
TOTAL					38,324.64
23571	06/22/2022	The Gas Company	1012 · Citizens Busine...		-129.13
	06/14/2022		5450 · Natural Gas	4-General Fund Ent.	77.48
			5450 · Natural Gas	1-Groundwater Ent.	51.65
TOTAL					129.13

San Bernardino Valley Water Conservation District

Expenditure Report

June 2022

Num	Date	Name	Account	Class	Original Amount
23572	06/22/2022	ThunderWheel Commu...	1012 · Citizens Busine...		-22,905.00
	06/01/2022		6060 · Outreach	4-General Fund Ent.	2,250.00
			6060 · Outreach	1-Groundwater Ent.	1,500.00
			6060 · Outreach	3-Land Resources	2,493.75
			6060 · Outreach	5-Wash Plan	506.25
			6060 · Outreach	6-Active Recharge ...	750.00
	06/01/2022		6060 · Outreach	4-General Fund Ent.	2,250.00
			6060 · Outreach	1-Groundwater Ent.	1,500.00
			6060 · Outreach	3-Land Resources	2,493.75
			6060 · Outreach	5-Wash Plan	506.25
			6060 · Outreach	6-Active Recharge ...	750.00
	06/01/2022		6060 · Outreach	4-General Fund Ent.	2,371.50
			6060 · Outreach	1-Groundwater Ent.	1,581.00
			6060 · Outreach	3-Land Resources	2,628.41
			6060 · Outreach	5-Wash Plan	790.50
			6060 · Outreach	6-Active Recharge ...	533.59
TOTAL					22,905.00
23573	06/22/2022	Uline	1012 · Citizens Busine...		-86.65
	06/02/2022		5215 · Property Mainte...	1-Groundwater Ent.	69.32
			5215 · Property Mainte...	3-Land Resources	17.33
TOTAL					86.65
23574	06/22/2022	Water Systems Consult...	1012 · Citizens Busine...		-1,656.25
	05/31/2022		5120 · Misc. Profession...	1-Groundwater Ent.	1,656.25
TOTAL					1,656.25
23575	06/22/2022	Watermaster Support S...	1012 · Citizens Busine...		-2,100.00
	06/20/2022		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
23576	06/22/2022	Wilbur's	1012 · Citizens Busine...		-262.34
	04/29/2022		5210 · Equipment Maint...	1-Groundwater Ent.	83.37
	05/04/2022		5210 · Equipment Maint...	1-Groundwater Ent.	178.97
TOTAL					262.34
23577	06/22/2022	Xerox Financial Services	1012 · Citizens Busine...		-674.88
	05/02/2022		6033 · Office Equipmen...	4-General Fund Ent.	253.08
			6033 · Office Equipmen...	1-Groundwater Ent.	16.87
			6033 · Office Equipmen...	2-Redlands Plaza/...	50.62
			6033 · Office Equipmen...	3-Land Resources	16.87
	06/02/2022		6033 · Office Equipmen...	4-General Fund Ent.	253.08
			6033 · Office Equipmen...	1-Groundwater Ent.	16.87
			6033 · Office Equipmen...	2-Redlands Plaza/...	50.62
			6033 · Office Equipmen...	3-Land Resources	16.87
TOTAL					674.88

San Bernardino Valley Water Conservation District
Expenditure Report
June 2022

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
23578	06/24/2022	Corneille, Richard	1012 · Citizens Busine...		-653.22
			6410 · Mileage	4-General Fund Ent.	555.75
			6425 · Meals	4-General Fund Ent.	97.47
TOTAL					653.22
23579	06/24/2022	Assoc. San Bernardino...	1012 · Citizens Busine...		-240.00
			6425 · Meals	4-General Fund Ent.	240.00
TOTAL					240.00
100305N	06/10/2022	PERS	1012 · Citizens Busine...		-10,374.07
			6170 · PERS Retirement	4-General Fund Ent.	1,348.64
			6170 · PERS Retirement	1-Groundwater Ent.	4,668.33
			6170 · PERS Retirement	2-Redlands Plaza/...	414.96
			6170 · PERS Retirement	3-Land Resources	1,037.41
			6170 · PERS Retirement	5-Wash Plan	726.18
			6170 · PERS Retirement	6-Active Recharge ...	2,178.55
TOTAL					10,374.07
100306N	06/15/2022	PERS	1012 · Citizens Busine...		-8,767.57
			6170 · PERS Retirement	4-General Fund Ent.	1,139.78
			6170 · PERS Retirement	1-Groundwater Ent.	3,945.41
			6170 · PERS Retirement	2-Redlands Plaza/...	350.70
			6170 · PERS Retirement	3-Land Resources	876.76
			6170 · PERS Retirement	5-Wash Plan	613.73
			6170 · PERS Retirement	6-Active Recharge ...	1,841.19
TOTAL					8,767.57

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report

June 2022

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
6/1/2022	McDonald, M	May-22	\$ 246.00	\$ 21.52	\$ 224.48
6/15/2022	Corneille, R	May-22	\$ 1,230.00	\$ 147.67	\$ 1,082.33
6/15/2022	McDonald, M	May-Jun 22	\$ 2,706.00	\$ 243.39	\$ 2,462.61
6/15/2022	Raley, D	Mar-Apr 22	\$ 3,198.00	\$ 1,995.41	\$ 1,202.59
6/29/2022	McDonald, M	Jun-22	\$ 738.00	\$ 64.58	\$ 673.42



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1876

To: Board of Directors

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

Date: July 13, 2022

Subject: Unaudited Financial Reports for June 2022

RECOMMENDATION

Review and approve the unaudited financial reports for June 2022.

BACKGROUND

In keeping with our monthly practice, staff presents the unaudited financial reports for the District here as of June 30, 2022.

DISCUSSION

Interest revenue has remained largely below budget this fiscal year due to market factors such as the global pandemic and inflation. The District loan included under GL 4025 Wash Plan Revenue has been partially offset with State permitting fees recovered from Wash Plan participants in the amount of \$376,384.75. The District's portion of State permitting costs paid to date total \$168,688.33 which is included in GL 6006 Permits. Total Mining income, GL 4030, is up due to significant local construction project. Up to an additional \$200,000 is expected by completion of the District's audit from Upland Rock and CEMEX's May and June payments. Property tax revenue is higher than budgeted due to adjustments in the County's tax collections. ARTP Capital Income (GL 4017) is estimated at \$652,954.98 which are the general expenses and capital costs for this fiscal year. Not all Director fees have been received to date but are expected soon.

Groundwater, Redlands Plaza and Land Enterprises Funds have spent less than their revenue, and these will be credited to reserves at the end of the fiscal year.

This report represents the final cash based financials as additional accruals will be made and shown in the Audited Financials presented as part of the Audit. The financials are attached for Board review and approval.

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BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

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 June 2022 as presented.
2. Move to table and refer to the Finance & Administration Committee.

ATTACHMENTS OR MATERIALS

Graph Financials for June 2022

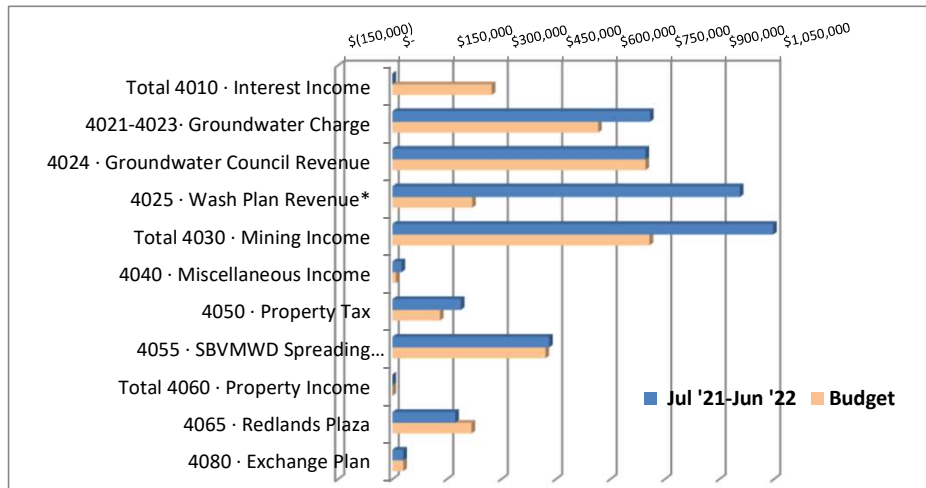
Profit & Loss to Date vs. Annual Budget

SBVWCD - All Enterprises Budget and Actual

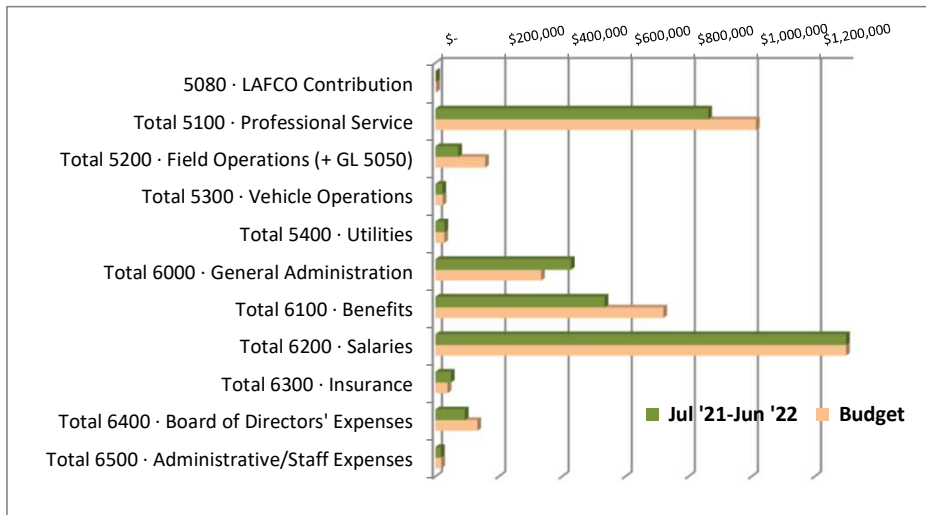
June 2022

REVENUE	Jul '21-Jun '22	Budget
Total 4010 · Interest Income	\$ (374)	\$ 273,460
4021-4023 · Groundwater Charge	\$ 709,000	\$ 566,495
4024 · Groundwater Council Revenue	\$ 696,802	\$ 696,800
4025 · Wash Plan Revenue*	\$ 956,561	\$ 220,000
Total 4030 · Mining Income	\$ 1,047,953	\$ 708,000
4040 · Miscellaneous Income	\$ 24,994	\$ 10,000
4050 · Property Tax	\$ 188,753	\$ 130,818
4055 · SBVMWD Spreading Agreement	\$ 431,811	\$ 421,846
Total 4060 · Property Income	\$ 100	\$ 100
4065 · Redlands Plaza	\$ 173,098	\$ 218,036
4080 · Exchange Plan	\$ 30,000	\$ 30,000
Total Revenue	\$ 4,258,697	\$ 3,275,555

*District loans to the WP & State Permitting payments



EXPENSES Operating and Capital	Jul '21-Jun '22	Budget
5080 · LAFCO Contribution	\$ 2,419	\$ 2,419
Total 5100 · Professional Service	\$ 862,804	\$ 1,013,850
Total 5200 · Field Operations (+ GL 5050)	\$ 71,977	\$ 157,200
Total 5300 · Vehicle Operations	\$ 21,786	\$ 23,125
Total 5400 · Utilities	\$ 28,546	\$ 27,994
Total 6000 · General Administration	\$ 428,232	\$ 334,003
Total 6100 · Benefits	\$ 534,823	\$ 720,257
Total 6200 · Salaries	\$ 1,587,668	\$ 1,692,721
Total 6300 · Insurance	\$ 48,992	\$ 38,072
Total 6400 · Board of Directors' Expenses	\$ 93,065	\$ 132,401
Total 6500 · Administrative/Staff Expenses	\$ 17,299	\$ 18,285
Total Expense	\$ 3,697,611	\$ 4,160,326



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

	<u>Jul '21 - Jun 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
4010 · Interest Income				
4012 · LAIF	11,183.19	4,000.00	7,183.19	279.58%
4013 · Caltrust Investment Income	-21,936.62	25,600.00	-47,536.62	-85.69%
4014 · CalCredit Union Interest Income	0.00	0.00	0.00	0.0%
4015 · UBS Interest Income	-38,521.27	27,860.00	-66,381.27	-138.27%
4016 · Interest Income ARTP	48,900.31	216,000.00	-167,099.69	22.64%
Total 4010 · Interest Income	-374.39	273,460.00	-273,834.39	-0.14%
4017 · ARTP Capital Income	0.00	615,000.00	-615,000.00	0.0%
4020 · Groundwater Charge				
4021 · Assessments - Ag	10,218.62	0.00	10,218.62	100.0%
4022 · Groundwater Charge	596,605.23	549,681.07	46,924.16	108.54%
4023 · Assessments - Non-Ag	77,706.96	0.00	77,706.96	100.0%
4024 · Groundwater Council Revenue	696,802.00	696,800.00	2.00	100.0%
4026 · GW Sustainability/Replenishment	24,469.51	16,814.00	7,655.51	145.53%
Total 4020 · Groundwater Charge	1,405,802.32	1,263,295.07	142,507.25	111.28%
4025 · Wash Plan Revenue	956,560.50	220,000.00	736,560.50	434.8%
4030 · Mining Income				
4031 · Plant Site - CEMEX	40,000.00	48,000.00	-8,000.00	83.33%
4032 · Cemex - Royalty / Lease	907,255.03	600,000.00	307,255.03	151.21%
4036 · Aggregate Maintenance	100,697.89	60,000.00	40,697.89	167.83%
Total 4030 · Mining Income	1,047,952.92	708,000.00	339,952.92	148.02%
4040 · Miscellaneous Income				
4041 · Reimbursed Expenses	18,853.62	0.00	18,853.62	100.0%
4040 · Miscellaneous Income - Other	6,139.89	10,000.00	-3,860.11	61.4%
Total 4040 · Miscellaneous Income	24,993.51	10,000.00	14,993.51	249.94%
4043 · Project Salary Reimbursement	6,066.69			
4050 · Property Tax	188,753.16	130,817.65	57,935.51	144.29%
4055 · SBVMWD Spreading Agreement Reim	431,810.98	421,846.11	9,964.87	102.36%
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	173,097.60	218,036.34	-44,938.74	79.39%
4066 · Redlands Plaza CAM	40,118.08	44,906.35	-4,788.27	89.34%
4080 · Exchange Plan	30,000.00	30,000.00	0.00	100.0%
4999 · Trust Reimbursement-Wash Plan	0.00	592,500.00	-592,500.00	0.0%
Total Income	4,304,881.37	4,527,961.52	-223,080.15	95.07%
Gross Profit	4,304,881.37	4,527,961.52	-223,080.15	95.07%
Expense				
5040 · Regional Programs				
5080 · LAFCO Contribution	2,418.94	2,418.94	0.00	100.0%
Total 5040 · Regional Programs	2,418.94	2,418.94	0.00	100.0%
5050 · Basin Cleaning	0.00	50,000.00	-50,000.00	0.0%
5100 · Professional Service				
5120 · Misc. Professional Services	397,496.14	300,000.00	97,496.14	132.5%
5122 · Wash Plan Professional Services				
5122.01 · Professional Services-Wash Plan	0.00	0.00	0.00	0.0%
5122 · Wash Plan Professional Services - Other	268,935.15	245,000.00	23,935.15	109.77%
Total 5122 · Wash Plan Professional Services	268,935.15	245,000.00	23,935.15	109.77%
5123 · Habitat Management-WP	141,431.89	346,250.00	-204,818.11	40.85%
5124 · Plunge Creek Prof Services	0.00	0.00	0.00	0.0%
5125 · Engineering Services	6,393.23	30,000.00	-23,606.77	21.31%
5130 · Aerial Photography & Surveying	0.00	2,200.00	-2,200.00	0.0%
5155 · WP Trails Professional Services	0.00	25,000.00	-25,000.00	0.0%
5160 · IT Support	6,097.50	8,500.00	-2,402.50	71.74%
5170 · Audit	24,500.00	26,900.00	-2,400.00	91.08%
5175 · Legal - Wash Plan	-1,012.50	5,000.00	-6,012.50	-20.25%
5180 · Legal	18,963.01	25,000.00	-6,036.99	75.85%
Total 5100 · Professional Service	862,804.42	1,013,850.00	-151,045.58	85.1%
5133 · Regional River HCP Contribution	0.00	25,000.00	-25,000.00	0.0%
5200 · Field Operations				
5210 · Equipment Maintenance	17,613.45	7,200.00	10,413.45	244.63%
5215 · Property Maintenance	7,810.53	40,000.00	-32,189.47	19.53%
5225 · Field Clean Up-Illegal dumping	46,552.86	60,000.00	-13,447.14	77.59%
Total 5200 · Field Operations	71,976.84	107,200.00	-35,223.16	67.14%
5223 · Temp. Field Labor	822.60	10,000.00	-9,177.40	8.23%

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

	<u>Jul '21 - Jun 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
5300 · Vehicle Operations				
5310 · Vehicle Maintenance	5,206.23	8,000.00	-2,793.77	65.08%
5320 · Fuel	16,579.69	15,125.00	1,454.69	109.62%
Total 5300 · Vehicle Operations	<u>21,785.92</u>	<u>23,125.00</u>	<u>-1,339.08</u>	<u>94.21%</u>
5400 · Utilities				
5410 · Alarm Service	1,597.50	1,545.00	52.50	103.4%
5420 · Electricity	9,380.90	7,563.42	1,817.48	124.03%
5430 · Mobile Phone	5,630.00	5,370.31	259.69	104.84%
5440 · Telephone	4,639.66	6,000.00	-1,360.34	77.33%
5450 · Natural Gas	1,232.66	1,155.00	77.66	106.72%
5460 · Water / Trash / Sewer	3,890.59	3,609.90	280.69	107.78%
5470 · Internet Services	2,174.62	2,750.00	-575.38	79.08%
Total 5400 · Utilities	<u>28,545.93</u>	<u>27,993.63</u>	<u>552.30</u>	<u>101.97%</u>
6000 · General Administration				
6001 · General Administration - Other	7,317.71	4,500.00	2,817.71	162.62%
6002 · Website Administration	4,670.91	6,000.00	-1,329.09	77.85%
6004 · Meeting Expenses	2,221.44	2,060.00	161.44	107.84%
6006 · Permits	170,421.33	45,000.00	125,421.33	378.71%
6007 · Inter District Costs	10,000.00	10,000.00	0.00	100.0%
6009 · Licenses	1,627.62	1,712.06	-84.44	95.07%
6010 · Surety Bond	3,025.00	1,900.00	1,125.00	159.21%
6012 · Office Maintenance	151.73	2,550.80	-2,399.07	5.95%
6013 · Office Lease Payment	50,000.04	50,000.00	0.04	100.0%
6015 · Mentone House Maintenance	408.00	3,500.00	-3,092.00	11.66%
6016 · Redlands Plaza Maintenance	12,278.75	35,000.00	-22,721.25	35.08%
6018 · Janitorial Services	8,985.00	10,400.00	-1,415.00	86.39%
6019 · Janitorial Supplies	353.43	515.00	-161.57	68.63%
6020 · Vacancy Marketing-Redlands Plaz	0.00	5,000.00	-5,000.00	0.0%
6024 · Computer Equip Maint.	0.00			
6026 · Redlands Plaza CAM expenses	42,892.73	32,936.31	9,956.42	130.23%
6027 · Computer Software	5,757.71	2,000.00	3,757.71	287.89%
6030 · Office Supplies	7,964.08	3,500.00	4,464.08	227.55%
6033 · Office Equipment Rental	4,949.89	9,500.00	-4,550.11	52.1%
6036 · Printing	2,977.58	2,000.00	977.58	148.88%
6039 · Postage and Overnight Delivery	919.33	1,200.00	-280.67	76.61%
6042 · Payroll Processing	3,878.75	2,859.13	1,019.62	135.66%
6045 · Bank Service Charges	0.00	1,000.00	-1,000.00	0.0%
6051 · Uniforms	1,811.12	3,025.00	-1,213.88	59.87%
6060 · Outreach	44,278.89	63,000.00	-18,721.11	70.28%
6087 · Educational Reimbursement	0.00	5,000.00	-5,000.00	0.0%
6090 · Subscriptions/Publications	4,020.86	1,355.20	2,665.66	296.7%
6091 · Public Notices	4,034.40	3,200.00	834.40	126.08%
6093 · Memberships	33,285.33	25,289.23	7,996.10	131.62%
Total 6000 · General Administration	<u>428,231.63</u>	<u>334,002.73</u>	<u>94,228.90</u>	<u>128.21%</u>
6100 · Benefits				
6110 · Vision Insurance	2,933.84	3,433.34	-499.50	85.45%
6120 · Workers' Comp. Insurance	18,446.80	19,735.34	-1,288.54	93.47%
6130 · Dental Insurance	11,126.82	12,567.32	-1,440.50	88.54%
6150 · Medical Insurance				
6150.01 · Medical Employee Contribution	-33,458.52	-31,135.80	-2,322.72	107.46%
6150 · Medical Insurance - Other	240,337.85	285,106.20	-44,768.35	84.3%
Total 6150 · Medical Insurance	<u>206,879.33</u>	<u>253,970.40</u>	<u>-47,091.07</u>	<u>81.46%</u>
6160 · Payroll Taxes-Employer	98,037.95	122,654.27	-24,616.32	79.93%
6170 · PERS Retirement				
6170.01 · PERS Employee Contributions	-174,255.73	-45,326.72	-128,929.01	384.44%
6170 · PERS Retirement - Other	371,654.39	353,223.42	18,430.97	105.22%
Total 6170 · PERS Retirement	<u>197,398.66</u>	<u>307,896.70</u>	<u>-110,498.04</u>	<u>64.11%</u>
Total 6100 · Benefits	<u>534,823.40</u>	<u>720,257.37</u>	<u>-185,433.97</u>	<u>74.25%</u>
6185 · Actuarial expense	0.00	0.00	0.00	0.0%
6186 · Actuarial Expense-OPEB	0.00	0.00	0.00	0.0%
6200 · Salaries				
6230 · Regular Salaries	1,587,668.20	1,692,720.61	-105,052.41	93.79%
6200 · Salaries - Other	0.00	0.00	0.00	0.0%
Total 6200 · Salaries	<u>1,587,668.20</u>	<u>1,692,720.61</u>	<u>-105,052.41</u>	<u>93.79%</u>
6300 · Insurance				
6310 · Property/ Auto Insurance	4,828.74	4,420.14	408.60	109.24%
6320 · General Liability Insurance	44,163.41	33,651.74	10,511.67	131.24%
Total 6300 · Insurance	<u>48,992.15</u>	<u>38,071.88</u>	<u>10,920.27</u>	<u>128.68%</u>

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

	<u>Jul '21 - Jun 22</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	-23,662.22	0.00	-23,662.22	100.0%
6401 · Directors' Fees - Other	103,153.00	87,901.20	15,251.80	117.35%
Total 6401 · Directors' Fees	79,490.78	87,901.20	-8,410.42	90.43%
6410 · Mileage	1,966.06	4,000.00	-2,033.94	49.15%
6415 · Air Fare	1,038.93	2,500.00	-1,461.07	41.56%
6420 · Other Travel	232.54	500.00	-267.46	46.51%
6425 · Meals	2,640.24	3,500.00	-859.76	75.44%
6430 · Lodging	2,935.32	4,000.00	-1,064.68	73.38%
6435 · Conf/Seminar Registrations	4,760.74	5,000.00	-239.26	95.22%
6440 · Election Fees / Re-Districting	0.00	25,000.00	-25,000.00	0.0%
Total 6400 · Board of Directors' Expenses	93,064.61	132,401.20	-39,336.59	70.29%
6500 · Administrative/Staff Expenses				
6510 · Mileage	1,519.94	2,500.00	-980.06	60.8%
6515 · Air Fare	1,561.26	4,500.00	-2,938.74	34.7%
6520 · Travel, Other (rental car, taxi)	717.15	1,500.00	-782.85	47.81%
6525 · Meals	3,715.14	2,035.00	1,680.14	182.56%
6530 · Lodging	5,260.23	3,750.00	1,510.23	140.27%
6535 · Conf/Seminar Registrations	4,525.00	4,000.00	525.00	113.13%
Total 6500 · Administrative/Staff Expenses	17,298.72	18,285.00	-986.28	94.61%
6700 · Depreciation Expense	0.00	0.00	0.00	0.0%
9999 · Contribution to Capital Maint.	0.00	278,621.92	-278,621.92	0.0%
Total Expense	3,698,433.36	4,473,948.28	-775,514.92	82.67%
Net Ordinary Income	606,448.01	54,013.24	552,434.77	1,122.78%
Other Income/Expense				
Other Expense				
7000 · Construction				
7010 · Materials	0.00	12,000.00	-12,000.00	0.0%
Total 7000 · Construction	0.00	12,000.00	-12,000.00	0.0%
7100 · Land & Buildings				
7110 · Property Capital Repairs	3,953.42	511,971.00	-508,017.58	0.77%
7120 · Property-Land Purchase	19,477.00	0.00	19,477.00	100.0%
7126 · ARTP Engr/Prof Services	0.00	600,000.00	-600,000.00	0.0%
7130 · Mentone Property (House)-CapRep	0.00	25,000.00	-25,000.00	0.0%
7140 · Mentone Property (Shop)-CapRep	33,970.95	375,000.00	-341,029.05	9.06%
7150 · Mill Creek Diversion	0.00	1,100,000.00	-1,100,000.00	0.0%
7160 · Mendoza Property	0.00	137,000.00	-137,000.00	0.0%
Total 7100 · Land & Buildings	57,401.37	2,748,971.00	-2,691,569.63	2.09%
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	16,419.69	5,000.00	11,419.69	328.39%
7220 · Computer Software	21,348.21	10,000.00	11,348.21	213.48%
7230 · Field Equipment / Vehicles	5,952.84	1,604.44	4,348.40	371.02%
7240 · Office Equipment	5,688.89	1,500.00	4,188.89	379.26%
Total 7200 · Equipment & Vehicles	49,409.63	18,104.44	31,305.19	272.91%
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	106,811.00	2,904,075.44	-2,797,264.44	3.68%
Net Other Income	-106,811.00	-2,904,075.44	2,797,264.44	3.68%
Net Income	499,637.01	-2,850,062.20	3,349,699.21	-17.53%



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1877

To: Board of Directors

From: Milan Mitrovich, Land Resources Manager

Date: July 13, 2022

Subject: Wash Plan San Bernardino Kangaroo Rat 2022 Monitoring Program
Professional Services Contract

RECOMMENDATION

Staff recommends the Board approve a Professional Services Agreement with Origin Biological for an amount not to exceed \$35,590 as shown in the Attachments.

BACKGROUND AND DISCUSSION

The Upper Santa Ana River Wash Habitat Conservation Plan (Wash Plan), adopted by the Board on July 8, 2020, is a federal Habitat Conservation Plan which provides permitting for Covered Activities under the Federal Endangered Species Act. In addition to permitting take, the Wash Plan includes requirements for specific monitoring, management, and restoration actions related to Covered Species, including preparation and implementation of the San Bernardino Kangaroo Rat (SBKR) Monitoring Program.

In order to efficiently and effectively complete this task, the District recommends retaining Origin Biological to implement the trapping protocol in 2022 to support compliance with SBKR Objectives 3 and 7 in Section 5.1.2 of the Wash Plan.

The contract includes three principal tasks including: (1) participation in meetings and coordination of activities, (2) trapping of the San Bernardino kangaroo rat, and (3) quality assurance review of collected data and preparation of a letter report.

FISCAL IMPACT

The recommended action would result in the expenditure of up to \$39,590.00 of funds from the Wash Plan endowment consistent with the approved FY23 budget (GL 5123). No additional costs are obligated by the Agreement.

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Redlands, CA 92373
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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

Betsy Miller

ATTACHMENTS OR MATERIALS

Draft Professional Services Agreement with Origin Biological for San Bernardino Kangaroo Rat 2022 Monitoring Program and Attachments

APPROVALS

District Counsel

Scheduled for presentation to the San Bernardino Valley Conservation Trust on July 20, 2022

**PROFESSIONAL SERVICES AGREEMENT
FOR EXPERT CONSULTANT SERVICES
FOR SAN BERNARDINO KANGAROO RAT
2022 MONITORING PROGRAM**

THIS CONTRACT SERVICES AGREEMENT FOR EXPERT CONSULTANT SERVICES FOR SAN BERNARDINO KANGAROO RAT 2022 MONITORING PROGRAM (“Agreement”) is entered into by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a special district (“District”), and **ORIGIN BIOLOGICAL**, a California Corporation (“Consultant”), is effective upon signature by District and Consultant.

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 and assist the District with biological, technical, and other professional support to coordinate efforts to study, formulate, and implement the San Bernardino Kangaroo Rat 2022 Monitoring Program (“Program”), as part of the District’s ongoing efforts to implement the Upper Santa Ana River Wash Habitat Conservation Program, (“HCP”), and to secure and comply with permits from both federal and state resource agencies in connection with same. Consultant shall perform all work according to the contract scope of work, budget, and schedule; shown as Attachments A, B, and C to this Agreement. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner, consistent with no less than the level of skill and care ordinarily exercised by professionals in Consultant’s field within the industry.

1.2 Authorization to Begin and Schedule of Performance. 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 Work shall be initiated by the Consultant without express authorization of the District, and documented as a Change Order to this Agreement. Consultant shall complete the Tasks specified in the Scope of Work in the time frames indicated in Attachment C, the Schedule of Performance.

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, and to a standard of care and professionalism consistent with no less than the level of skill and care ordinarily exercised by professionals in Consultant’s field performing biological consulting work such as covered by this Agreement.

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 pursuant to the pricing specified in the Fee Schedule specified in Attachment B, for completion of each Task specified in the Scope of Work. Consultant shall invoice for work done to accomplish such tasks monthly, at the “Billable Rate” specified for Team Members performing the work, as set forth in Attachment B. Total compensation for each Task specified in the Scope of Work shall not exceed the “Total Fee” specified for such Task in Attachment B, without prior written approval of the District. In no event shall the amount paid to Consultant for all work under this Agreement exceed Thirty-Five Thousand Five Hundred Ninety Dollars (\$35,590.00).

2.2 Method of Payment. Provided that Consultant is not in default under the terms of the Agreement, the Consultant shall be paid upon receipt of a detailed record of services performed and time spent. Prior to payment of the final invoice, all work authorized by the District shall be completed. No later than the 15th of each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges with reference to the Tasks specified in the Scope of Work, specifying the work performed, the person or Team Member performing the work, and a detailed description of the services performed. District shall independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred, are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant’s invoice. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant, nor to constitute any waiver of any type of relief or remedy, legal or equitable, arising out of any breach or nonperformance of any aspect of the Agreement by Consultant.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Mikael Romich is hereby designated as the principal representative of the Consultant, authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. Any substitution of the designated representative must be approved in advance and in writing by the District.

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

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work and services 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 Agreement.

4.1-02 Workers’ Compensation and Employer’s Liability Insurance. Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers’ compensation insurance, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this Agreement, all in accordance with the Workers’ Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. 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 omissions 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 are 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 this Agreement, the Consultants 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 for 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 the 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, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind of 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. Notwithstanding the foregoing, with respect to any professional liability claim or lawsuit, this indemnity does not include providing the primary defense of District, provided, however, Consultant shall be responsible for District's defense costs to the extent such costs are incurred as a result of Consultant's negligence, recklessness or willful misconduct.

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 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 violations of the law in connection with work furnished by the Consultant.

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 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 them, 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 the Consultant, or any 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 officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement, nor shall any such officer or employee 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 and all work product generated by the Consultant hereunder shall be the exclusive property of the District. The Consultant shall provide to the District all notes, maps, 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 Consultant shall continue in full force during the period of this 30-day notice, unless otherwise directed by District. After the expiration of the 30-day interval following notice, no rights or liabilities shall arise out of this relationship, 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:

CONSULTANT

ORIGIN BIOLOGICAL

By: _____

Date: _____

SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT

By: _____
Betsy Miller, General Manager

Date: _____

ATTACHMENT A

SCOPE OF WORK

PROJECT TASKS

Task 1. Meetings and Coordination

This scope includes pre-field work tasks necessary to implement the San Bernardino kangaroo rat (SBKR) monitoring protocol for 2022 (year 2) *, such as a kick-off meeting and coordination with the Conservation District and USGS.

Task 2. SBKR Trapping

This task includes trapping at 100 grids (each 5x5 [25 traps] at 10-meter spacing) for 2-nights per the monitoring protocol. It is assumed that 7-8 grids can be trapped in one session (13 sessions total) and each session would require 25 hours of field time (up to 2 biologists) plus mileage. Note, the trapping protocol is consistent with the protocol implemented by Origin Biological in 2021.

Trapping is planned to be conducted during the late summer and fall months (September - November). Fall months have the highest capture probabilities for closely related Stephens' kangaroo rat due to low availability of food resources. By trapping in the fall, there is the expectation biologists will be sampling the more stable adult population, although young SBKR can be present. Because kangaroo rat capture probabilities may decrease during full moon periods, the trapping schedule will take into consideration the timing of new and part moon phases, to the extent possible.

Following approved protocols, all SBKR handling will be conducted by experienced small mammal researcher(s) with a current U.S. Fish and Wildlife permit. All traps will be set in the afternoon using heat inactivated rolled oats and/or millet bird seed mix as bait. Traps will be checked in the evening and morning unless permitted otherwise. Individuals will be assessed for age, sex, and reproductive condition. For further species verification, weight and number of hind toes will be recorded for all kangaroo rats. A small number of dorsal hairs and photograph of one individual identified as SBKR, and one individual identified as Dulzura kangaroo rat (DKR) on all occupied plots may be taken for voucher purposes. If possible, all SBKR and DKR will be permanently marked using ear tags. This will allow for individual capture analysis among years if desired. All other rodents will be recorded to species and temporarily marked with ink to document recaptures within a trapping session.

Task 3. Data Review and Letter Report

It is assumed that an average of two hours will be spent reviewing the data for each trapping session as a quality assurance quality control measure. The data will be used to prepare a letter report that will provide the trapping methods and results. The report will show the locations of SBKR positive and negative grids, as well as locations of individual captured SBKR.

**Brehme, CS, SJ Montgomery, B. Miller, M. Romich, and RN Fisher 2022. San Bernardino*

Merriam's Kangaroo Rat (Dipodomys merriami parvus) Monitoring Protocol for San Bernardino Valley Water Conservation District. DRAFT Report to San Bernardino Valley Water Conservation District. 72p.

ATTACHMENT B
FEE SCHEDULE

		SBKR Biologist	GIS	Labor Hours	Labor @ Billing Rates	DIRECT COSTS	Total
<i>Employee Rate</i>		\$90.00	\$65.00				
Task 1. Coordination and Meetings		8		8	\$720		\$720.00
Task 2. SBKR trapping		325		325	\$29,250	\$1,500	\$30,750.00
Task 3 Environmental Monitoring Program		40	8	48	\$4,120		\$4,120.00
	Total Hours	373	8	381	\$34,090		
	Total Billing	\$33,570	\$520		\$34,090	\$1,500	\$35,590.00

ATTACHMENT C
SCHEDULE OF PERFORMANCE

Task	Start Date¹	Completion Date¹
Task 1: Coordination and Meetings	August 1, 2022	January 31, 2023
Task 2: SBKR Trapping	September 1, 2022 ²	November 30, 2022
Task 3: Data Review and Letter Report	October 1, 2022	January 31, 2023

¹ Assumes notice to proceed is received on or before August 1, 2022.

² Start date is weather dependent.



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1878

To: Board of Directors

From: Milan Mitrovich, Land Resources Manager

Date: July 13, 2022

Subject: Wash Plan San Bernardino Kangaroo Rat Monitoring Program Technical Assistance Agreement

RECOMMENDATION

Staff recommends the Board accept the proposal from the U.S. Geological Survey (USGS), authorize the General Manager and General Counsel to prepare and execute a technical assistance agreement substantially consistent with USGS’s proposal, and enter into a technical assistance agreement with the USGS for an amount not to exceed \$60,000 as shown in the Attachment.

BACKGROUND AND DISCUSSION

The Upper Santa Ana River Wash Habitat Conservation Plan (Wash Plan), which was adopted by the Board on July 8, 2020, is a federal Habitat Conservation Plan which provides permitting for Covered Activities under the Federal Endangered Species Act. In addition to permitting take, the Wash Plan includes requirements for specific monitoring, management, and restoration actions related to Covered Species, including preparation and implementation of the San Bernardino Kangaroo Rat (SBKR) Monitoring Program.

In 2021, the District engaged the USGS to develop a monitoring program to determine status and distribution of SBKR in the Preserve, monitor long-term trends, and assess the effectiveness of management actions in compliance with SBKR Objectives 3 and 7 in Section 5.1.2 of the Wash Plan. The protocol was completed in 2021 and the first year of SBKR monitoring was successfully implemented in the fall of 2021 (SBKR surveys) and spring of 2022 (habitat co-variate surveys).

The new technical assistance agreement with the USGS will allow the District to optimize the SBKR monitoring program based on analysis of the survey data collected in 2021 and 2022. Specifically, the agreement would:

- Provide for further refinement of the monitoring methodology consistent with the Wash Plan,
- Analysis of new data collected in 2022,
- Presentation of results to partners and stakeholders, including the Wildlife Agencies,
- Production of area occupied and abundance trend metrics,

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

Betsy Miller

- Determination of preferred analyses moving forward, and
- Transfer of statistical code to District to enable future annual analyses to be performed within the organization.

FISCAL IMPACT

The recommended action would result in the expenditure of up to \$60,000.00 of funds from the Wash Plan endowment consistent with the approved FY23 budget (GL 5123). No additional costs are obligated by the Agreement.

ATTACHMENTS OR MATERIALS

Draft Technical Assistance Agreement with Statement of Work for San Bernardino Kangaroo Rat Monitoring Program.

APPROVALS

District Counsel

San Bernardino Valley Conservation Trust on April 20, 2022 (3:0:0)

TECHNICAL ASSISTANCE AGREEMENT

This Technical Assistance Agreement is entered into by and between U.S. Geological Survey, a Bureau of the Department of the Interior, through the offices of its **Western Ecological Research Center, Sacramento, California**, hereinafter referred to as the “USGS” and **San Bernardino Valley Water Conservation District, Redlands, California**, hereinafter referred to as “Collaborator” or “SBVWCD” who is working as the lead agency on behalf of the **Upper Santa Ana River Wash Habitat Conservation Plan “Wash Plan” Participating Entities**. USGS and Collaborator are sometimes herein referred to as a “Party” and collectively as the “Parties.”

Whereas, the USGS is authorized to perform technical assistance with other Federal agencies, units of State or local government, industrial organizations, private corporations, public and private foundations, and nonprofit organizations (including universities) under the Stevenson-Wydler Act (15 U.S.C. § 3710a(b)(3)(A), as amended);

Whereas, the USGS has a mission in providing sound terrestrial and monitoring science that contributes to the wise management of the Nation’s natural resources and has need of research on the federally endangered San Bernardino kangaroo rat (SBKR) to support this mission;

Whereas, Collaborator has a mission to recharge the Bunker Hill Groundwater Basin for the San Bernardino Valley and has need of USGS expertise to support biological studies on SBKR to aid in future management strategies as required by the Wash Plan;

Whereas, the project entitled “**Upper Santa Ana River Wash Habitat Conservation Plan SBKR Monitoring Program**” is intended by the Parties to be mutually beneficial and to benefit the people of the United States;

Now, therefore, the Parties hereto agree as follows:

1. **Statement of Work.** See attached Statement of Work (SOW) (Attachment A), incorporated by reference herein.
2. **Principal Investigator.** The USGS principal investigator (PI) for this Project is **Robert Fisher, 619-206-5686, rfisher@usgs.gov, and 4165 Spruance Road, Suite 200 San Diego, CA 92101-0812.** The PI for the Collaborator is **Milan J. Mitrovich, 909-793-2503, mmitrovich@sbvwcd.org, and San Bernardino Valley Water Conservation District, 1630 West Redlands Blvd., Suite A, Redlands, California 92373.** In the event that a PI is unable to continue in this project, the sponsoring agency will make every effort to substitute a replacement acceptable to the other Party.
3. **Title to Equipment.** There will be no joint property purchased as a result of the work outlined in the SOW. Each Party will provide its own equipment necessary to support its participation in the technical evaluation.

THIS AGREEMENT MAY CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT DISSEMINATE OUTSIDE OF THE PARTIES TO THIS AGREEMENT.

4. **Term.** The technical assistance contemplated by this Agreement will commence on the effective date of this Agreement. The effective date of this Agreement shall be the date of the last signature by the Parties. The expiration date of this Agreement shall be **6/30/2023**. The Agreement may be extended by mutual written agreement of the Parties.

5. **Funding.**

(a) The Collaborator will provide an estimated **\$60,000.00** in funds-in to the Project. The Collaborator is providing in-kind services valued at **\$0.00**.

(b) The USGS requires an advance of \$0.00.

(c) This agreement has been negotiated to be paid based on expenses incurred. The USGS will submit invoices to the Collaborator’s administrative contact, identified in Article 9, on a monthly basis. Invoices not paid within 60 days from date of bill for Local and State Government customers will bear Interest, and other fees required by Federal Law, at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

(d) The USGS is providing in-kind services valued at **\$0.00** to the collaboration.

6. **Termination.** This Agreement may be terminated by either Party on 30 days written notice to the other. In the event of an early termination, the USGS shall be reimbursed for any completed work or work in progress on the Effective Date of Termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Collaborator. The USGS shall also supply a copy of the evaluations completed as of the Effective Date of Termination in the event of an early termination of the project.

7. **Publications/Reports.**

(a) Each Party is free to publish the non-proprietary or non-confidential information and data developed in the performance of this agreement. Before a Party submits the information and data for publication or otherwise intends to publicly release or disclose scientific information and data that is jointly developed, the Party shall have a review period of fifteen (15) business days to ensure that the draft publication or presentation does not contain Confidential or Proprietary Business Information. Upon expiration of the review period with no comments received from the other Party, the first Party will proceed with submission of the publication and presentation. The 15 days review period is provided as a courtesy to review the publications or presentations to ensure confidential or proprietary information is not disclosed and ensure that there is not inadvertent release of such information that could be used for a patent or invention application. All comments provided within the review period will be forwarded to the contacts identified in Section 9. The Parties acknowledge that USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. This may include using machine-readable and open formats, data standards, and [common core and extensible metadata](#) for all new non-protected information created and collected in accordance with USGS Fundamental Science Practice regarding the review, approval, and release of

THIS AGREEMENT MAY CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT DISSEMINATE OUTSIDE OF THE PARTIES TO THIS AGREEMENT.

information set out in Survey Manual (SM) Chapters [SM 502.4](#), [SM 502.7](#), and [SM 502.8](#), and in the [Office of Management and Budget Memorandum M-13-13](#). <https://www2.usgs.gov/usgs-manual/500/502-8.html>

(b) Under the authority of 15 USC § 3710a (c)(7)(B), as amended, the Parties will have the opportunity, as part of the technical assistance, to identify protected research and development information, which is defined as information generated by the research which would have been proprietary information had it been obtained from a non-Federal entity. Each Party may designate as protected research and development information, any information generated by its own employees, and with the Agreement of the other Party, mark any information produced by the other Party's employees. Such protected research and development information shall be exempt from disclosure under 5 USC § 552(b)(4). After the protected research and development information period has expired, the USGS may publish the results of the research as part of open literature (journal and proceeding articles) or as USGS open file reports.

(c) Generated information and results which have been created and marked as protected research and development information may be protected from release or disclosure for a period of two (2) years, unless an earlier date is agreed upon by the Parties.

8. Proprietary Information/Intellectual Property/Background Intellectual Property.

(a) Proprietary Information means information which embodies trade secrets developed at private expense outside of this Agreement or which is confidential technical, commercial, or financial information under the Freedom of Information Act 5 U.S.C. § 552(b)(4).

(b) All rights in intellectual property, which are defined as new/improved patents, copyrights, new inventions, patentable discoveries, biological materials, or software, created in the course of the SOW, shall be the property or joint property of the organization employing the respective individual who made the invention or discovery. Any such inventions ("subject inventions") shall be reported to the Principal Investigator within 60 days of creation, who in turn will notify their own management and the other Party's PI. In the event that the intellectual property is a joint invention not described in paragraph (c) below, the Parties agree to meet and negotiate a commercialization plan within 60 days of the receipt of a written request from the other Party.

(c) For purposes of this Agreement, background intellectual property refers to intellectual property, which was in existence prior to or first produced outside of this Agreement, and was developed by a Party either alone or with others; using one or more separate funding sources not related to the Agreement. Background intellectual property is not considered a subject invention. In this Agreement, the Collaborator is providing valuable patented/copyrighted material specified in the SOW to which the USGS may/could value. In the event that the joint efforts of the Parties build upon the preexisting background intellectual property of the Collaborator, the Collaborator may take ownership of the patent/copyright but must agree to negotiate a Government Purpose license or revenue sharing arrangement with the USGS that reflects USGS's contributions to the joint project.

9. Notices. Any notice required to be given or which shall be given under this Agreement shall be in writing and delivered by first-class mail to the Parties as follows:

THIS AGREEMENT MAY CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT DISSEMINATE OUTSIDE OF THE PARTIES TO THIS AGREEMENT.

USGS:

Collaborator:

Technical:

Technical:

Cheryl Brehme
4165 Spruance Road, Suite 200
San Diego, CA 92101-0812
cbrehme@usgs.gov
619-225-6427

Milan J. Mitrovich, PhD
1630 West Redlands Blvd., Suite A
Redlands, California 92373
mmitrovich@sbvwcd.org
909.793.2503

Administrative:

Administrative:

Curtis Hettich
3020 State University Drive
Modoc Hall, Suite 4004
Sacramento, CA 95819
chettich@usgs.gov
916-278-9479

Milan J. Mitrovich, PhD
1630 West Redlands Blvd., Suite A
Redlands, California 92373
mmitrovich@sbvwcd.org
909.793.2503

Financial Contact Information for Collaborator:

Milan J. Mitrovich, PhD
1630 West Redlands Blvd., Suite A,
Redlands, California 92373
Phone: 909.793.2503
Fax: 909.793.0188
SBVWCD DUNS: 071150284
SBVWCD EIN: 95-3532750
<https://www.sbvxcd.org/>

10. **Independent Entity.** For purposes of this Agreement and all research and services to be provided hereunder, each Party shall be, and shall be deemed to be, an independent Party and not an agent or employee of the other Party. Each Party shall have exclusive control over its employees in the performance of the work. While in field locations, a Party’s employees shall adhere to the safety and technical requirements imposed by the Party controlling the work site.

Neither Party shall have authority to make any statements, representations, or commitments of any kind, or take any action, which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing. Neither Party may use the name of the other in advertising or other forms of publicity without the written permission of the other.

THIS AGREEMENT MAY CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT DISSEMINATE OUTSIDE OF THE PARTIES TO THIS AGREEMENT.

11. Governing Law/Liability.

(a) This Agreement is subject to interpretation under applicable State and Federal laws. Where there is inconsistency between the laws, Federal law is controlling. Each Party agrees to be responsible for the activities, including the negligence, of their employees. The USGS responsibility for the payment of claims for loss of property, personal injury, or death caused by the negligence or wrongful act or omission of a USGS employee, while acting within the scope of their employment, is limited to provisions of the Federal Tort Claims Act, 28 USC §§ 2671-80.

(b) The USGS and the Collaborator make no express or implied warranty as to the conditions of the research, merchantability or fitness for a particular purpose of the research, data, or resulting product incorporating data developed and exchanged under the SOW. These provisions shall survive the termination of the Agreement.

(c) The USGS shall not indemnify Collaborator or any third party against any liabilities, costs, attorney's fees, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs and all other professional costs and expenses suffered or incurred by Collaborator or any third party arising from the work conducted under this technical assistance agreement.

12. **Force Majeure.** Neither Party shall be liable for any unforeseeable event beyond its control, not caused by the fault or negligence of such Party, which causes such Party to be unable to perform its obligations under this Agreement, and which it is unable to overcome by the exercise of due diligence including, but not limited to, flood, drought, earthquake, storm, fire, pestilence, lightning, and other natural catastrophes; epidemic, war, riot, civil disturbance, or disobedience; strikes, labor disputes, or failure, threat of failure, or sabotage; or any order or injunction made by a court or public agency. In the event of the occurrence of such a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further use its best efforts to resume performance as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

13. **Entire Agreement.** This Agreement contains all of the terms of the Parties and supersedes all prior Agreements and understandings related thereto. This Agreement can be changed or amended only by a written instrument signed by the Parties. Due to the specialized nature of the work, this Agreement is non-assignable by both Parties.

14. **Disputes.** The signatories to this Agreement shall expend their best efforts to amicably resolve any dispute that may arise under this Agreement. Any dispute that the signatories are unable to resolve shall be submitted to the Director of the USGS or his/her designee and the [insert title] of the Collaborator or his/her designee for resolution. If no resolution is reached, the Parties agree that the courts of the United States shall have jurisdiction over any claims arising out of work under this agreement.

THIS AGREEMENT MAY CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT DISSEMINATE OUTSIDE OF THE PARTIES TO THIS AGREEMENT.

15. Miscellaneous Provisions.

(a) Anti-Deficiency Act. Pursuant to the Anti-Deficiency Act, 31 U.S.C. §§ 1341 (a)(1)(A) and (B) and 31 USC § 1517(a), nothing herein contained shall be construed as binding the USGS to expend in any one fiscal year any sum in excess of its appropriations or funding in excess or what it has received for the collaborative work outlined in the SOW or involving the Federal government in any obligation to pay money before funds have been appropriated for that purpose unless otherwise allowed by law.

(b) Import/Export. The use and dissemination of Information and materials exchanged under this Agreement will be in accordance with all U.S. laws and regulations, including those pertaining to national security and export control. Nothing in this Agreement shall be construed as a license to export Information or to permit any disclosure in violation of law, regulation, or Department of Interior policy. The exporting Collaborator is responsible for obtaining any export licenses that may be required by U.S. Federal law.

(c) Third Parties. The Parties acknowledge and agree to allow disclosure of Proprietary Information or Background Intellectual Property to third parties (such as, students, contractors, subcontractors and or consultants) or external collaborators for the purposes of carrying out this Agreement. If a Party engages a new third party to perform any portion of the SOW after the Effective Date of this Agreement, such Party will notify the other Party and provide information about the third-Party involvement within 7 days of engagement. No contractors shall be listed as ineligible in the System for Award Management (sam.gov), unless waived by the Department of the Interior. However, these participants are not Parties to the Agreement. The Parties agree that they will comply with and advise any third parties they have engaged to conduct the Agreement activities to comply with, all applicable Executive Orders, statutes, and regulations. The Parties agree that they will ensure that third party participants are under written obligation not to disclose Proprietary Information or Background Intellectual Property, except as required by law or court order, before the third parties have access to any Proprietary Information or Background Intellectual Property. No foreign personnel shall be engaged by the Collaborator as a contractor, consultant, grantee or third-party collaborator for the performance of any work under this TAA without first identifying the individual, his country of origin, and the work to be performed to USGS so that USGS may determine whether the agency requires advanced approval by an authorized agency official before working with the foreign contractor, consultant, grantee or third-party collaborator, and whether any data, technology or products shared with or used by a foreign contractor, consultant, grantee or third-party collaborator as part of the technical assistance under this agreement are in accordance with all U.S. laws and regulations, including national security export controls and U.S. Department of State regulations and policies.

(d) The Exhibits, Forms, or Special Terms requested by the Collaborator are accepted to the extent that such terms do not conflict with applicable Federal laws and regulations

16. Survivability. The following provisions shall survive the termination of this Agreement: 7. Publications/Reports, 8. Proprietary Information/Intellectual Property/Background Intellectual Property and 14. Disputes.

THIS AGREEMENT MAY CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT DISSEMINATE OUTSIDE OF THE PARTIES TO THIS AGREEMENT.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the last date listed below.

U.S. GEOLOGICAL SURVEY

COLLABORATOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

THIS AGREEMENT MAY CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT DISSEMINATE OUTSIDE OF THE PARTIES TO THIS AGREEMENT.

Attachment A: Statement of Work

U.S. Geological Survey - San Bernardino Valley Water Conservation District

Date: June 9, 2022

Overview

The San Bernardino kangaroo rat (*Dipodomys merriami parvus*; SBKR) is a Covered Species under the Upper Santa Ana River Wash Habitat Conservation Plan (hereto referred to as the Wash Plan) which was accompanied by an Incidental Take Permit (ITP) from the U.S. Fish and Wildlife Service on July 13, 2020. As the ITP holder for the Wash Plan, and consistent with the requirements of the Wash Plan, San Bernardino Valley Water Conservation District (SBVWCD) retained the U.S. Geological Survey Biological Resources Division (USGS) and SJM Biological Services in 2021 to develop a scientifically valid, effective, and cost-effective monitoring program for SBKR within the Wash Plan Preserve (Preserve). The Wash Plan requires development and implementation of a monitoring program for SBKR to determine status and distribution of the species in the Preserve, monitor long-term trends, and assess the effectiveness of management actions. Specific objectives of the monitoring program to be developed by the USGS included:

- Evaluate detection probabilities, spatial sampling scale(s), and covariate data from existing planning documents, and use them to develop a Percent Area Occupied (PAO) monitoring protocol and occupancy model for SBKR within the Wash Preserve.
- Monitoring protocol should allow SBVWCD to meet the monitoring requirements of the Wash Plan.
- Monitoring protocol should include a density index.
- Monitoring data should strongly support informed use of Wash Plan endowment for land management actions to meet Wash Plan goals for SBKR.
- If possible, protocol should allow for combined analyses with existing preserve-level SBKR monitoring and future range-wide SBKR monitoring.
- Monitoring results should contribute to answering knowledge gaps related to SBKR where possible (e.g., short and long-term trends in area occupied by SBKR, SBKR densities, and SBKR responses to landscape and environmental factors, habitat management, disturbance).
- Utilize the Wash Plan SBKR habitat suitability model to identify the number and location of stratified sampling points across the Wash Preserve, if warranted.
- Develop a monitoring program that will accommodate significant restoration in low suitability areas via weeding, substrate addition/modification, flooding and fire over the 30-year term of the Wash Plan ITP. Low suitability areas will be identified using results of habitat modeling and occupancy (or lack thereof) of SBKR.
- Incorporate long-term evaluation of the Plunge Creek Conservation Project within the Wash Plan on SBKR occupancy.

THIS AGREEMENT MAY CONTAIN CONFIDENTIAL AND PROPRIETARY INFORMATION. DO NOT DISSEMINATE OUTSIDE OF THE PARTIES TO THIS AGREEMENT.

- Include the minimum amount of survey sites supported by the Wash Plan endowment to generate spatial data to inform land use and management within and adjacent to the Wash Preserve.
- Incorporate survey sites for future sampling of SBVWCD Mill Creek Conservation lands and Community Mitigation lands outside of the Preserve.
- Incorporate long-term evaluation of the Seven Oaks Dam High Flow projects.

As of early 2022, the USGS, consistent with the Technical Assistant Agreement with SBVWCD, developed a scientifically valid and cost-effective monitoring program for SBKR within the Preserve addressing all listed objectives. The monitoring program includes collection of various habitat covariates that will be used for habitat modeling to help further understand SBKR and their needs for survival. Habitat covariate data is scheduled to be collected by SBVWCD in the spring of 2022. All habitat characteristics to be measured are hypothesized to be important for SBKR habitat suitability and were based on the current SBKR habitat characterization protocol for Woolly-star Preserve Area and lands protected under the Western Riverside Multiple Species Habitat Conservation Plan. In September of 2022, a second round of SBKR surveys is to be initiated by SBVWCD consistent with the monitoring program. Although the program is in its early years of implementation and focuses exclusively on the Wash Preserve, the program was developed with the potential for serving as a program model for monitoring trends in SBKR populations over a broader geographic scale, allowing for range-wide trends in spatial distribution and relative density to be assessed.

Wash Plan

For reference, listed goals for Covered Species and the Preserve identified in the Wash Plan include:

- Maintain/restore self-sustaining Covered Species populations.
- Sustain the ecological processes necessary to maintain the functionality of the natural communities and habitats supporting Covered Species.
- Maintain connectivity among subpopulations of Covered Species and minimize fragmentation of their habitat.
- Actively manage conserved lands for the benefit of Covered Species, including control of non-native plant species, selective vegetation thinning, and habitat enhancement.
- Minimize negative impacts on Covered Species and their habitats from OHV use, illegal dumping, edge effects, exotic species and other disturbances.

The Wash Plan also includes several management requirements specific to SBKR, including:

- Maintain and increase the quality of SBKR habitat in the Preserve.
- Maintain a stable or increasing population of SBKR in the Preserve.
- Maintain or increase the SBKR population in 70% of the high, medium, and low SBKR types of habitats as measured over any 8-year period (approximate rain cycle).

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Monitoring activities specific to SBKR to be implemented consistent with the Wash Plan, include:

- Initiate three years of baseline surveys for SBKR on conserved lands within one year of recordation of conservation easement.
- After baseline surveys are completed, survey for SBKR in permanent and random sampling plots every three years as described in the monitoring plan.
- Compare sample plots in management treatment areas to those in untreated areas to evaluate the results of management actions.

Statement of Work.

- Task 1. Advance SBKR Monitoring Protocol – Further refine PAO methodology implemented in 2021-22 for areas within the Wash Plan Preserve that complies with the goals of the Wash Plan.
- *Protocol includes a monitoring component focused on long-term evaluation of the Plunge Creek Conservation Project and supports data comparison with nearby monitoring programs (Woolly-star Preserve Area, San Jacinto preserves protected under the Western Riverside Multiple Species Habitat Conservation Plan). Protocol is informed by previous monitoring programs established by USGS for heteromyids and other small mammals in southern California and aids evaluation of management actions applied within the Wash Plan Preserve.*
- Task 2. Present Results of Second Year of Data Analysis to Partners and Stakeholders, including the Wildlife Agencies.
- Task 3. Participate in Meetings – Coordination with SBVWCD staff, species experts and regulatory agency staff as needed.
- Task 4. Analyze SBKR monitoring and habitat covariate data collected in 2022 using occupancy and spatially explicit capture-recapture models (and N-mixture, if appropriate). Occupancy analyses are to include both single year with habitat covariates (covering surveys completed in 2022) and multi-year (without covariates; covering both 2021 and 2022) to begin to assess rates of colonization and extinction.
- Task 5. Produce area occupied and abundance trend metrics.
- Task 6. Work with SBVWCD to determine preferred analyses moving forward and transfer statistical code to SBVWCD in support of performing future annual analyses.
- Task 7. Collaborate with SBVWCD in the writing of the report detailing the results, findings, and recommendations.
- Task 8. Investigate opportunities to map SBKR density by vegetation type using new vegetation map of the Wash Preserve due to be completed in the fall of 2022 by AECOM.
- Task 9. Present findings at a regional or national conference addressing species conservation and/or natural resource management.

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Environmental Update

as of July 5, 2022

Wash Plan Implementation – Monitoring Activities

- California Gnatcatcher Monitoring Program
 - Annual monitoring surveys for 2022 were completed by Mikael Romich on June 26
- SBKR Monitoring Program
 - USFWS requested a meeting, held June 9, with District and USGS to discuss expansion of the Wash Plan SBKR monitoring program to all known SBKR populations across Southern California
 - District partnered with USGS to submit an abstract on June 14 for a presentation on the SBKR monitoring program to be given during the National Habitat Conservation Plan Coalition Annual Meeting in Austin, Texas in October 2022
- Vegetation Classification and Mapping
 - Plant ecologists from AECOM met with Todd Keeler-Wolf (CDFW; lead author of the Manual of California Vegetation) to discuss classification of vegetation on June 10
 - Ecology team from AECOM is reviewing plot data collected in early May and testing its fit with literature describing alluvial scrub vegetation
 - Aerial imagery of the wash captured in early May was made available to AECOM on June 20; District obtained the imagery on June 28
 - District shared the habitat data of the SBKR monitoring plots collected during the spring with AECOM on June 22 to assist with the vegetation mapping effort

Wash Plan Implementation – Management Activities

- Slender-horned Spineflower Restoration Program
 - Seeds collected on June 6 from monitored populations are being processed (that is, cleaned and counted) by the California Botanic Garden for use in seed bulking
 - Dudek confirmed on June 16 the California Botanic Garden has 5,288 seeds in cold storage collected in 2010 from a single population located on BLM property in the wash; District is engaging with BLM to understand the purpose for this past seed collection and whether they may be appropriately used in support of current restoration activities
 - District met with Dudek on June 29 to discuss next steps tied to advancing seed bulking and direct seeding activities planned for fall
 - District and Dudek conducted a field visit on July 6 to further solidify restoration tasks scheduled for fall
- Soils samples collected from the SBKR monitoring plots this spring have been organized and key steps needed to be addressed prior to shipping samples for soil analysis identified



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

Wash Plan Implementation – Organizational Structure & Planning

- Initial membership and responsibilities of the Preserve Management Committee are in draft form
- Draft Outline of the Natural Resource Management Plan is in development and due to be shared with the Wildlife Agencies on July 13, 2022

Wash Plan Programmatic Permits

- USACE 404 Programmatic Individual Agreement – Public Notice was posted by the Corps on July 1 regarding application by the District for a long-term standard individual permit under Section 404 of the Clean Water Act; comment period extends from July 1 through July 31; required hard copy notifications were mailed by the District on July 5; draft Environmental Assessment is being prepared by AECOM in support of the standard individual permit application
- CDFW 2081 – Field meeting with CDFW, CEMEX, and Robertson’s Ready Mix was conducted on June 14 to review conditions associated with active aggregate mining areas.

Mill Creek Programmatic Permits

- Permit Application Preparation – AECOM is drafting the Project Description for use in permit applications
- San Bernardino Kangaroo Rat Survey – AECOM prepared and submitted the SBKR Trapping Plan Memo to the Wildlife Agencies on June 20; USFWS approval of trapping was received June 22; approval from CDFW is pending; trapping is scheduled to begin on July 27
- Least Bell’s Vireo Protocol Surveys – Conducted six protocol surveys for least Bell’s vireo (LBVI) on April 26, May 2, May 16, May 30, June 9, and June 20; results of all six surveys completed to date were negative (i.e., no LBVI detected); final two surveys are scheduled for later in July
- Updated Cultural Resources Records Search and Survey Report – Received the records search results for the project area and began planning in support of upcoming field efforts



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

Engineering Update

as of July 1, 2022

Mentone Shop

- Payment bond was received on June 15, 2022, and Notice to Proceed was issued
- Architect is developing initial drawings of the building
- Architect/contractor will be handling permits with the County
- Preparing RFP for construction soils and concrete testing.

Mill Creek Diversion and Debris Management Project

- The USFWS completed review of the project and provided concurrence to the USACE
- The 408 will be issued once the 404 is completed
- USACE issued a notice to RWQCB 60 days to grant, deny or waive the 401 permit on 6/23/22
- RWQCB is now going to issue a 401 for the 404-overlapping area of the project and a DWR for the rest of the project footprint
- Preparing an RFP for construction materials testing, inspection, and PS&E review

Active Recharge Transfer Projects

Waterman, Twin Creek, and Lynwood Basins

- Updated hydrology study was completed and submitted to Flood Control
- The hydraulic analysis initial model is being developed
- Existing condition groundwater model is being set up by Geoscience
- Environmental permitting for the geotechnical investigation is complete, Tetra Tech is obtaining the other necessary permits
- Initiated coordination with City of San Bernardino for recharge within the Lynwood Basins

Plunge and Oak Creeks

- Hydrology study updates per Flood Control comments are being made in regard to existing land use and boundaries of the study for the 100yr flood and the average annual flood events
- Environmental permitting for the geotechnical investigation is in progress. A permit from BLM is required for the work in the Plunge Creek Basins. Woolly star was found in the Plunge Creek basin footprint

Mill, Bledsoe, and Cook Creeks

- Hydrology and hydraulic models are being developed
- District met with Lockheed Martin to begin discussions of hazards related to removing some of the old buildings
- A fault study for Cook Creek was completed, was reviewed by District staff, and will be reviewed by the Operations Committee and the ARTP Policy Committee at the next scheduled meetings

Wash Plan Trails Status Report

July 2022



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Project Management Approach / Work Plan

- a. Develop/obtain support from Cities on trails MOU
- b. Complete trail permitting, including 1) Wash Plan HCP Certificate of Inclusion and 2) State/waters permits
- c. Record public access easements, if necessary
- d. Install signs/fencing
- e. Open trail(s) that do not require ancillary facilities such as trailheads or parking lots
- f. Obtain grant funding for ancillary trail facilities such as trailheads and parking lots
- g. Bid construction of/build ancillary trail facilities



Current Status

District staff continue to work with the City of Redlands to adopt the Trail MOU. Prior to approval of the MOU, Redlands has requested a five-party agreement between the cities, mining companies, and the District to clarify implementation items such as payment. District Counsel has drafted an agreement for review by the parties; however, we have not received comments on the agreement at this time.

Trails were included in the Wash Plan state and waters permitting applications which were submitted to the regulatory agencies in 2021. Trail opening will be dependent upon receipt of these permits, as well as final approval from USFWS, which included conditional approval in the Wash Plan HCP.

Daniel's Governance Aphorisms

1. You are most powerful and valuable to the organization when you zealously fulfill your Board member role, setting strategic, policy and visionary goals. You devalue yourself and others when you act outside of your role.
2. Consistency of direction, endurance, and persistence are the keys to achieving significant objectives or changes in organizations.
3. The Board and directors individually are equal partners with staff in the success and failure of the organization; our failure is yours and yours ours. Stay engaged and hold yourself and everyone connected to the agency to high standards and expectations if weary step aside for new energy.
4. Mission is motivation, explore, focus, and hone it; then share and repeat - it is the primary tenant of culture and the single most common answer to "why do you want to work here."
5. Partners' missions are equally crucial to our mission; one cannot expect to repeatably achieve theirs and limit others; a true win-win is a mission-mission success.
6. Ask thought-provoking questions well before the decision time so all can give the question their best effort and genuinely serve the community.
7. Everything is negotiable, and no one negotiation stands alone. If you are headed in the right direction, glean progress; most times, more will follow.
8. Values do matter; the public, other agencies, and staff see how you treat members of the community, staff, and each other – respect is earned and maintained but goes both ways – Melody says everybody starts with an A.
9. Show your optimism, see positive opportunities from delays and downturns, and support staff who are fighting to achieve the agreed-upon goals every day, even if you think about them a few minutes per month.
10. Be confident, expect positive outcomes, and take intelligent risks; fortune continues to favor the bold.
11. Recognition, responsibility, and funding are drawn to excellence and capacity; if you want to grow in influence, provide great staff to lead.
12. Water as an industry and agency is in the swift part of a deep river of change; it will be very different in fundamental ways in the next 12 years. A Board's role is to attempt to glean that future for their region and lead.

General Manager's Report

From June 9, 2022, to July 12, 2022
Betsy Miller



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

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

- 1. Water Conservation – Plan Goal 1** – Santa Ana River, Mill, and Plunge Creeks were dry for several months following December storms. Later months were mostly dry with limited flows in April. Mill Creek's total recharge for the Water Year is over 1,200 AF. The Santa Ana River recharge is currently nearly 7,100 AF for the Water Year beginning in October. Plunge Creek recharge is approximately 851 AF. The total recharge is just over 9,500 AF.
- 2. Facility Maintenance and Cleanout – Plan Goal 1** – Normal dry-condition water operations are underway with all facilities are in good working order.
- 3. Aggregate Management – Plan Goal 1** – Upland Rock continues screening and selling sand and rock from District basin cleaning efforts which supporting land management efforts and associated costs.
- 4. Personnel/Administration/Staff** – Laura Torres was selected as the District's new Assistant Engineer following a series of interviews and began work on July 11. position was posted in early February; we received limited applicants and the position was posted again with applications due on May 6.

Angie Quiroga assumed her new role of Senior Administrative Analyst on July 1, 2022, per Board approval for FY23.

The job announcement for the part-time clerical position approved by the Board has been posted.

Staff plans to repost the RFP for technology modernization and support in order to solicit additional proposals for evaluation.

The District's COVID Prevention Program has been updated to incorporate the amendments to the California Department of Industrial Relations' COVID-19 Prevention Emergency Temporary Standards adopted on May 26, 2022. Of note, while masks are strongly recommended for all persons, regardless of vaccine status, in indoor public settings and businesses, employees are no longer required to wear masks indoors. In compliance with State laws, the District will continue to provide masks to employees and the public for those who desire to use them. We continue to follow State regulations for isolation and quarantine, accommodation for testing, etc. California cases have increased moderately over the past two weeks, with similar limited increases documented in San Bernardino County. Board meetings will continue to offer a hybrid option for public participation.

5. **Finance/Budget/Audit** – Staff is preparing for the FY22 audit and moving to implement the FY23 budget starting on July 1, including contracts presented to the Board for approval today.
6. **Mill Creek Diversion Engineering** – *Plan Goals 1/4* – Please refer to the Engineering Update.
7. **Plunge Creek Conservation Project** – *Plan Goals 1/4* – No updates to report for this period. Total project recharge for this water year is approximately 850 AF.
8. **Enhanced Recharge Project** – *Plan Goal 1* – The Enhanced Recharge Phase 1A is completed. Engineering design is nearing completion for the new basins scheduled for construction in 2022. The District has issued a Wash Plan Certificate of Inclusion for this project following concurrence by USFWS. The State and Waters permits needed to proceed are being processed by SBVMWD.
9. **Active Recharge Transfer Project Partnership** – *Plan Goals 1, 2, and 4* – Please refer to the Engineering Update.
10. **Edison Divestiture** – *Plan Goals 1/4* – The consortium continues to review project information and evaluate appropriate next steps.
11. **Groundwater Council** – *Plan Goal 1* – The Groundwater Council last met on February 14, 2022, and approved the draft budget, water credits, and other issues. The Council met to discuss renewal of the agreement on May 23 and July 28.
12. **Shop Facilities for Field Staff** – *Plan Goals 1* – Erwin provides a separate report for the Board.
13. **Wildland Trails** – *Plan Goal 3* – Please refer to the Trails Status Update.
14. **Wash Plan** – *Plan Goal 4* – Please refer to the Environmental Update.
15. **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. The appraisals have been approved by BLM, along with costs for the equalization parcels. BLM and District staff conducted a required site visit on June 13. District staff submitted a revised Plan of Development to BLM in support of ROW issuance by BLM. The BLM reimbursement account for review of the EA and Plan of Development has been set up.
16. **Conservation Trust** – *Plan Goal 4* – The Conservation Trust Board of Directors met on April 20, and is scheduled to meet on July 20. The District and Trust have been reimbursed for services and funding for conservation easements and contribution, with additional progress expected following recent coordination meetings with CDFW.

17. Property/Redlands Plaza – Staff continues to manage Redlands Plaza tenants and maintenance issues. All units are now fully leased, with the church is working with the City on permitting the changes needed for the CUP. District Counsel is working with Red Dragonfly Spa to vacate the suite as their lease has expired.

18. Mining – Mining efforts by CEMEX contractors continue at the Plant Site quarry. Mining above the guaranteed minimum continues resulting in additional revenue to the Land Enterprise.

19. Public Outreach and Legislative – *Plan Goal 5* Following discussions with LAFCO, the District submitted a request for exemption for the ARTP MOU with Flood Control and the ARTP Partnership Agreement with Valley (see attached letters).

The District hosted the Association of San Bernardino County Special Districts dinner on Monday, June 20. Vice President Corneille provided the program on “Climate Change Impacts and Solutions.” The dinner was well attended with many net-working opportunities for all.

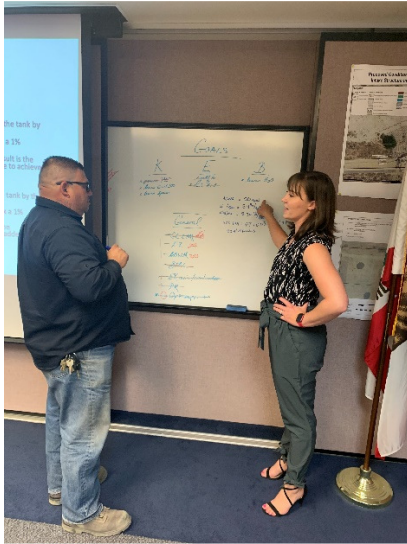
20. Current Board Action Implementation – Many priority efforts have separate sections of the General Manager's Report or independent Board requested reports. Significant staff resources are allocated to the ARTP and Wash Plan projects. Staff and District Counsel are continuing to work closely on EHL/CBD v. USACOE settlement-related studies. Trails MOU with Redlands continues to be a priority.

21. Future Board Activities – Expected short-term items for consideration or note:

- Exchange Plan amendment based on feedback from the Plan participants.
- BLM Land Exchange and ROW to fully implement the Wash Plan.
- Alliance JPA for River HCP when completed.

22. District Successes

- Notice to Proceed issued for Mentone Shop
- Draft Hydrology for Plunge/Oak Creek ARTP Submitted to Flood
- USFWS completed review for Mill Creek Diversion permits
- BLM approved appraisal for Land Exchange
- Completed final Plan of Development for BLM ROW



Principal Engineer Katelyn Scholte supports Field Operations Specialist Michael Guizar during study for his pesticide applicator license



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

June 27, 2022

Samuel Martinez, Executive Officer
Local Agency Formation Commission
1170 West Third Street, Unit 150
San Bernardino, CA 92415-0490

Active Recharge Transfer Project-Request for Exemption under Government Code section 56133.

Dear Mr. Martinez,

The San Bernardino Valley Water Conservation District (Conservation District) has entered into a “Partnership Agreement for Joint Active Recharge Project Development Under the Upper Santa Ana River Habitat Conservation Plan” dated January 8, 2019 (“Partnership Agreement”) with the San Bernardino Valley Municipal Water District (“Valley District”). The Partnership Agreement is part of the interagency cooperation on the Active Recharge Transfer Project (“ARTP Project”), which undertakes to assess and identify appropriate facilities of the San Bernardino County Flood Control District (“FCD”) for joint flood control and groundwater recharge facilities. A copy of that Partnership Agreement is submitted herewith. A companion request for exemption of even date has been filed by the Conservation District on its Memorandum of Understanding with FCD for ARTP, and reference is made to that request for more particulars.

The Partnership Agreement functions, in part, to provide available mitigation property expected to be required for Valley District’s comprehensive Upper Santa Ana River Habitat Conservation Plan, now under development. The Partnership Agreement identifies various “Transfer Projects,” toward which the funding to be paid by Valley District to the Conservation District for reservation of mitigation land is pledged. Some of the facilities being analyzed under ARTP lie beyond the jurisdictional boundaries of the Conservation District, as demonstrated in the map submitted herewith. In order to avoid any issues regarding potential extraterritorial activity, the Conservation District now approaches LAFCO for a determination that the ARTP Project is exempt from Government Code section 56133.

No facilities modification or use expansion has yet occurred under the Partnership Agreement, and the parties are now conducting a series of geologic and hydrologic tests to determine the suitability of initially selected sites for such joint use, and potential secondary effects of using them for groundwater recharge. The parties believe this approach will lead to the most efficient use of the facilities and fair allocation of costs to benefit both water recharge and flood management efforts. The

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Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

San Bernardino County Board of Supervisors has recognized the appropriateness of such activity, memorializing its support for the ARTP and its purposes in its Resolution passed April 26, 2022, a copy of which is also enclosed.

This request is made as permitted by Government Code Section 56133(e)(1), for the following reasons:

1. The Partnership Agreement is between the entities noted above, both of whom are public agencies. The SBVWCD is a water conservation district, formed in 1931 and existing pursuant to Water Code Sections 74000 et seq. Valley District is a municipal water district formed and existing under Water Code sections 71000 et seq. It has the authority to acquire property and interests in property to further its water supply projects. (Water Code secs. 71690-91.)
2. The public service to be provided is an alternative to, or substitute for, public services already being provided by an existing provider. Valley District and SBVWCD have overlapping jurisdictions, and both have the statutory authority to provide groundwater recharge facilities. For the Conservation District, such authority appears at Water Code sections 74520 et seq. For Valley District, these powers appear at Water Code secs. 71610 et seq. The Conservation District diverts and retains surface water flows for spreading within recharge basins it owns and operates, doing so both in connection with its own water rights, and through a series of cooperative agreements, on behalf of others. Valley District likewise recharges water for groundwater supply purposes on basins it owns or operates. The Conservation District and Valley District, working with FCD, effectively intend to coordinate their existing exercises of such powers, but to do so by maximizing the use of certain existing FCD and Conservation District facilities and potential new facilities, where appropriate, for water recharge activities more traditionally directed to Conservation District-owned lands.
3. The level of service to be provided is consistent with the level of service contemplated by the existing service provider. Both the Conservation District and Valley District currently work toward the goal of maximizing groundwater supplies, and preserving endangered and threatened species habitats. By working together on the ARTP Project to make maximum use of existing facilities, for joint purposes where possible, both agencies continue to advance these important public services.

The District has paid the request for exemption fee of \$560.00. Enclosed with this request for exemption is a copy of the agreement. From our discussion we understand approval of exemptions is delegated to the Executive Officer and will be processed as soon as possible.

We appreciate your guidance and assistance with this matter,

Sincerely,

Betsy Miller
General Manager



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

June 27, 2022

Samuel Martinez, Executive Officer
Local Agency Formation Commission
1170 West Third Street, Unit 150
San Bernardino, CA 92415-0490

Active Recharge Transfer Project-Request for Exemption under Government Code section 56133.

Dear Mr. Martinez,

The San Bernardino Valley Water Conservation District (Conservation District) has entered into a Planning Memorandum of Understanding with the San Bernardino County Flood Control District (“FCD”), dated February 9, 2021 (“MOU”). A copy of the MOU is enclosed. The MOU serves as the foundation for cooperation on the SBVWCD Active Recharge Transfer Project (ARTP), which undertakes to assess and identify appropriate FCD facilities for joint flood control and groundwater recharge facilities (“ARTP project”). The agreement establishes interagency coordination to identify, assess, and ultimately select FCD facilities used to detain and percolate stormwater flows, and develop a dual use for groundwater recharge so long as this expanded function does not compromise the structural or functional efficacy of FCD facilities, or their mission.

No facilities modification or use expansion has yet occurred under the MOU, and the parties are now conducting a series of geologic and hydrologic tests to determine the suitability of initially selected sites for such joint use, and potential secondary effects of using them for groundwater recharge. The parties believe this approach will lead to the most efficient use of the facilities and fair allocation of costs to benefit both water recharge and flood management efforts. The San Bernardino County Board of Supervisors has recognized the appropriateness of such activity, memorializing its support for the ARTP and its purposes in its Resolution passed April 26, 2022, a copy of which is also enclosed.

Some of the facilities being analyzed under ARTP lie beyond the jurisdictional boundaries of the Conservation District, as demonstrated in the map submitted herewith. In order to avoid any issues regarding potential extraterritorial activity, the Conservation District now approaches LAFCO for a determination that the ARTP Project is exempt from Government Code section 56133.

This request is made as permitted by Government Code Section 56133(e)(1), for the following reasons:

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**GENERAL
MANAGER**

Betsy Miller

1. The agreement to develop and implement the ARTP is between the entities noted above, both of whom are public agencies. The SBVWCD is a water conservation district, formed in 1931 and existing pursuant to Water Code Sections 74000 et seq. The FCD was created by the San Bernardino County Flood Control Act of 1939, Chapter 73, Statutes of 1939, adopted and effective April 20, 1939, codified at California Water Code Appendix sections 43-1 *et seq.*
2. The public service to be provided is an alternative to, or substitute for, public services already being provided by an existing provider. FCD and SBVWCD have overlapping jurisdictions, and both have the statutory authority to provide not only flood control, but also to engage in water supply activities. For the Conservation District, such authority appears at Water Code sections 74520 et seq. For FCD, these powers appear at Water Code Appendix Sec. 43-2(6). It also has the authority to allow others to store water in FCD facilities. (*Id.* at sec. (9).) FCD already provides flood control services throughout San Bernardino County, and through its detention and conveyance of stormwater flows, particularly in its unlined channels and detention basins, provides incidental groundwater recharge. The Conservation District diverts and retains surface water flows for spreading within recharge basins it owns and operates, doing so both in connection with its own water rights, and through a series of cooperative agreements, on behalf of others. The Conservation District and FCD effectively intend to coordinate their existing exercises of such powers, but to do so by maximizing the use of certain existing FCD facilities, where appropriate, for water recharge activities more traditionally directed to Conservation District-owned lands. This will permit the continuation of existing services with more efficiency, less capital costs than duplicating such facilities or constructing new ones, and avoiding the need for disturbance of habitat areas for threatened or endangered species that lie within areas used by FCD, the Conservation District, or both, to accomplish their respective missions.
3. The level of service to be provided is consistent with the level of service contemplated by the existing service provider. Both agencies currently work toward the goal of maximizing groundwater supplies, while doing so with no or minimal impact on the availability and efficacy of stormwater conveyance facilities to protect life and property in large precipitation events. By working together to make maximum use of existing facilities, for joint purposes where possible, both agencies continue to advance these important public services.

The District has paid the request for exemption fee of \$560.00. Enclosed with this request for exemption is a copy of the agreement. From our discussion we understand approval of exemptions is delegated to the Executive Officer and will be processed as soon as possible.

We appreciate your guidance and assistance with this matter.

Sincerely,

Betsy Miller
General Manager

San Bernardino Valley Water Conservation District

Monthly Recharge Report

From: 6/1/2022
To: 6/30/2022



	June				
	Avg Daily Recharge	Monthly Recharge	Recharge WYTD	10yr Avg Recharge*	BTAC Max**
Santa Ana River	0.4	12	7,117	10,018	176,625
Mill Creek	0.4	13	1,221	3,354	105,975
Plunge Creek	0.0	-	851	107	#N/A
State Water Project	0.0	-	9	6,681	#N/A
In River Channel Recharge***	0.0	-	384	#N/A	#N/A
Total	1	24	9,581	20,160	282,600

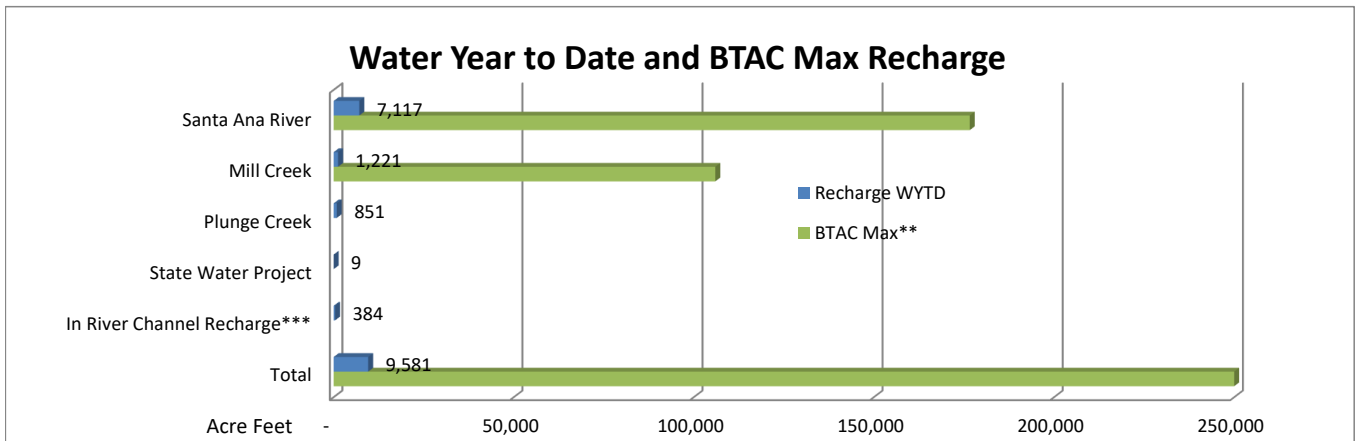
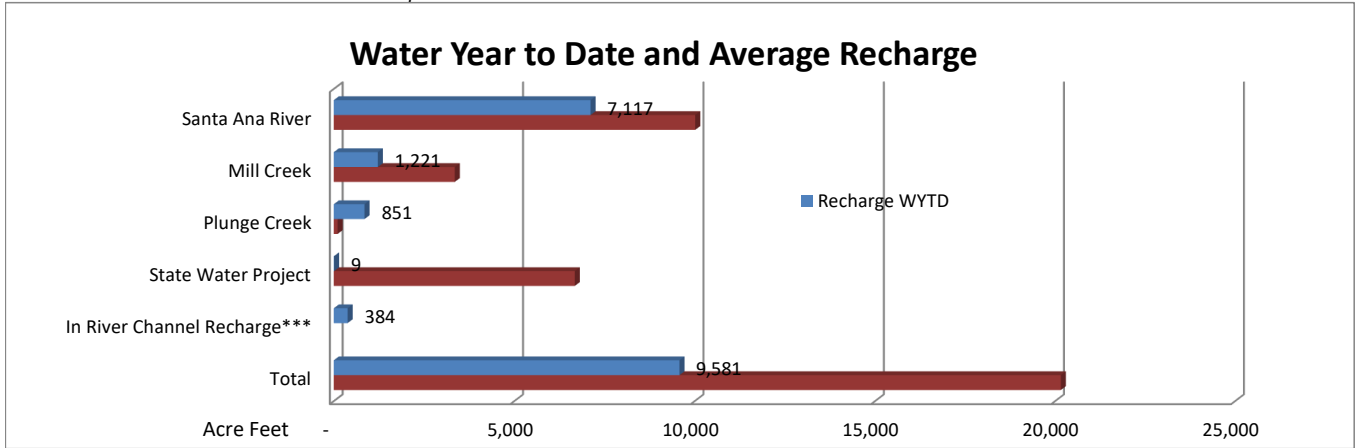
Values in Acre Feet

* Plunge Creek only has 1 year of available data

**BTAC Revised Max in December 2021

***Monitoring began in Mid-April 2011

**** All Values Based on Water Year Oct-Sep 2022





2022 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. 12 Board Meeting
Jan. 26 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. 13 Board Meeting
Jul. 27 4th Qtr. Finance & Admin Mtg.
Jul. 28 Operations Committee 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. 9 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. 10 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. 9 Board Meeting
Engineering Investigation Report Presentation
Mar. 23 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. 14 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. 4 Operations Committee Mtg.
Apr. 13 Board Meeting
Public Meeting/Groundwater Charge
Apr. 27 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. 4 Operations Committee Mtg.
Oct. 12 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 11 Board Meeting (@ 9 am)

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. 9 Board Meeting
Nov. 16 1st Qtr. Finance & Admin Mtg.

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

Jun. 8 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. 14 Board Meeting (@ 9:30 a.m.)
Annual Luncheon