



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, October 9th, 2024 – 1:30 p.m.

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

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

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

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

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. PUBLIC PARTICIPATION

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

2. ADDITIONS/DELETIONS TO AGENDA

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

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BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
Hillary Jenkins

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

- 3. **GUEST RECOGNITION/SELF INTRODUCTIONS**

- 4. **CONSENT CALENDAR**
 - A. Approval of Board Minutes, September 11, 2024 5
 - B. Approval of Expenditure Report, September 2024..... 18
 - C. Report of Excused Absences

- 5. **COMMITTEE REPORTS /ACTION ITEMS**

Committee Reports

- A. OUTREACH COMMITTEE VERBAL UPDATE
 - Presenter: John Longville, Chair*
 - Recommendation:** The chair of the Operations Committee will provide a verbal update of the committee meeting held on September 25, 2024.

Action Items

- B. UNAUDITED FINANCIAL REPORTS FOR SEPTEMBER 2024 – 5 Minutes (M#2055)..... 30
 - Presenter: Betsy Miller and Angie Quiroga*
 - Recommendation:** Review and approve the unaudited financials for September 2024.

- C. EXTENSION OF MOU AND LEASE AGREEMENT WITH STEPS 4 LIFE – 5 Minutes (M#2056) 37
 - Presenter: David Cosgrove*
 - Recommendation:** Extend the Amendment to Memorandum of Understanding and Lease Agreement with Steps 4 Life for the provision of transitional housing support services to November 30, 2025, by exercising the option of the first of three one-year renewals in the Amendment.

- D. CONTRACT WITH JACINTO CONSTRUCTION, INC TO SUPPORT BUREAU OF LAND MANAGEMENT FUELS MANAGEMENT GRANT– Minutes (M#2057) 44
 - Presenter: Milan Mitrovich*
 - Recommendation:** Approve the Contract Services Agreement for Mill Creek Basin Sediment Transport and Deposit with Jacinto Construction, Inc. for sand loading, hauling, and depositing services at an amount not-to-exceed \$200,940.

- E. CONTRACT EXTENSION WITH E-PUR CONSULTING FOR THE PROGRAM FOR EXPANSION OF RECHARGE CAPACITY PROJECTS– Minutes (M#2058)..... 57
 - Presenter: Betsy Miller*
 - Recommendation:** Authorize the Amendment to the Agreement for Consulting Engineering Services (Amendment) with E-PUR LLC to support the PERC, and other District engineering needs in an amount not to exceed \$118,400.

F. CONTRACT EXTENSION WITH THUNDERWHEEL FOR PUBLIC RELATIONS SERVICES – Minutes (M#2059) 64

Presenter: *Betsy Miller*

Recommendation: Approve the Contract Services Agreement for Public Information and Outreach Professional Services with Thunderwheel Communications in an amount not to exceed \$45,000.

6. INFORMATION ITEMS:

- A. Environmental Update Minutes 75
- B. Engineering Update Minutes 77
- C. General Manager’s Report and Monthly Recharge Report) 79
- D. Future Agenda Items & Staff Tasks 82

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

8. UPCOMING MEETINGS:

- A. October 9, 2024 Board of Directors Meeting, 1:30 p.m. at Conservation District
(Zoom Meeting ID: Meeting ID: 846 8609 6002)
- B. October 16, 2024 San Bernardino Valley Conservation Trust Quarterly Meeting, 2:00 p.m. at Conservation District
(Zoom Meeting ID: 886 2301 8796)
- C. October 22, 2024 Big Bear Watermaster Committee, 11:00 a.m. at Bear Valley Mutual Water Company
(Zoom Meeting ID: 865 0509 9301)
- D. October 30, 2024 Finance & Administration Committee, 1:30 p.m. at Conservation District
(Zoom Meeting ID: 848 1088 7598)
- E. October 31, 2024 Ad Hoc Audit Committee, 9:00 a.m. at Conservation District
(Zoom Meeting ID: 821 2433 0756)
- F. November 5, 2024 Operations Committee, 9:00 a.m. at Conservation District
(Zoom Meeting ID: 862 1272 9548)
- G. November 13, 2024 Board of Directors Meeting, 1:30 p.m. at Conservation District
(Zoom Meeting ID: Meeting ID: 846 8609 6002)
- H. December 3-5, 2024 ACWA Fall Conference, Palm Desert, CA
(Board Approval Required)

- I. December 9, 2024 BTAC Meeting, 380 East Vanderbilt Way, San Bernardino, CA 92408
(Zoom Meeting ID: 864 6271 4600)

- J. December 10-12, 2024 National Habitat Conservation Planning Coalition 2024 Annual Meeting in Palm Springs, CA
(Board Approval Required)

9. **CLOSED SESSION**

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

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

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

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

5. The Board may meet in closed session under authority of Government Code Section 54956.8 to discuss potential terms and conditions of the potential sale of a conservation easement over some 20.81 acres of District property, consisting of portions of San Bernardino County Assessor Parcel Nos. 0297-051-01 and 0297-071-08, in favor of the San Bernardino Valley Conservation Trust. The District's negotiators are Betsy Miller and David Cosgrove. The party with whom the District is negotiating is S-P Deerfield, LLC, and Camille Bahri.

10. **ADJOURN MEETING.** The next regularly scheduled Board of Directors meeting will be on November 13, 2024, 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 SEPTEMBER 11, 2024
1:30 p.m.

President McDonald called the Board of Directors meeting to order at 1:30 p.m. with participation in person, via teleconference, and through Zoom. She asked for a moment of silence in recognition of the losses our country experienced on September 11. All those in attendance stood for the pledge of allegiance led by President McDonald.

ROLL CALL:

BOARD MEMBERS PRESENT:

Melody McDonald, President
Robert Stewart, Vice President (attending from a remote location pursuant to Government Code section 54953(b)(3))
Richard Corneille, Director
John Longville, Director
Hillary Jenkins, Director

BOARD MEMBERS ABSENT:

None

STAFF PRESENT:

Betsy Miller, General Manager
David Cosgrove, District Counsel
Milan Mitrovich, Land Resources Manager
Angie Quiroga, Senior Administrative Analyst
Laura Torres, Assistant Engineer
Anna Frey, Assistant Biologist
John Lambie, Consulting Chief Engineer and Geohydrologist
Patrick Liu, IT Contractor
Randy Do, IT Contractor
Ashima Thomas, Executive Assistant (contractor)

GUESTS PRESENT:

June Hayes, San Bernardino Valley Municipal Water District
David Smith, East Valley Water District
John Harris, City of Redlands
Joseph Aguirre, Tetra Tech
Mark Falcone, Highland Resident
Susan Longville, San Bernadino Valley Municipal Water District

1. PUBLIC PARTICIPATION

There was no public participation.

2. ADDITIONS/DELETIONS TO AGENDA

There were no additions or deletions to the posted agenda.

3. GUEST RECOGNITIONS/SELF INTRODUCTIONS

The Board, staff, and Zoom attendees introduced themselves.

4. DISTRICT COMMITTEE APPOINTMENTS

President McDonald made several Board Committee appointments:

- Finance & Administration Committee:
 - Chair: Director Longville
 - Permanent Member: Vice President Stewart
 - Alternate Member: Director Jenkins

- Operations Committee: (No changes)
 - Chair: Director Corneille
 - Permanent Member: Vice President Stewart
 - Alternate Member: President McDonald

- Outreach & Communications Committee:
 - Chair: Director Longville
 - Permanent Member: Vice President Stewart
 - Alternate Member: Director Jenkins

President McDonald introduced the Roster of Organizations and Committees with Assigned Representatives noting its inclusion on Package Page 7 Appendix C and renewed or updated these appointments:

- Association of California Water Agencies/JPIA:
 - Primary: President McDonald
 - Alternate: Director Corneille

- Wash Plan Task Force:
 - Primary: Director Longville
 - Alternate Member: Director Jenkins

- Big Bear Water Master Committee:
 - Primary: Vice President Stewart
 - Alternate: Director Jenkins

- Upper Santa Ana Region (SAR) Water Forum:

- Primary: Director Corneille
- Alternate: Director Jenkins
- San Bernadino Valley Municipal Water Board:
 - Primary: President McDonald
 - Alternate: Director Jenkins
- East Valley Water District Board:
 - Primary: Director Jenkins
 - Alternate: President McDonald

It was moved by Director Longville and seconded by Director Corneille to amend the Board Policy Manual Appendix C to add City Council meetings for Redlands, Highland, Loma Linda, and San Bernardino on the list of District-requested meetings, with Directors whose districts overlap with each city listed as members, as well as adding the County Board of Supervisors, with all Board Directors as members. The motion carried 5-0, with all Board members present voting in the affirmative.

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

President McDonald requested that Director Jenkins attend committee meetings to become more familiar with the District’s activities, noting that any attendance as a non-committee member would occur in accordance with Brown Act procedures.

5. CONSENT CALENDAR

It was moved by Director Corneille and seconded by Director Longville to approve the Consent Calendar: The motion carried 5-0, with all Board members present voting in the affirmative.

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

6. COMMITTEE REPORTS/ACTION ITEMS

A. OPERATIONS COMMITTEE VERBAL UPDATE

Director Corneille provided a report on the Operations Committee meeting held on August 28. During the meeting, the committee reviewed a proposed amendment to the Tetra Tech contract related to the Waterman Percolation Basin project. The committee reviewed justification for the contract amendment and recommended its approval, noting that the changes were essential to fulfill the intent of the project and avoid schedule delays.

Action Items

B. UNAUDITED FINANCIAL REPORTS FOR AUGUST 2024

Ms. Quiroga directed the meeting to Package Page 33, and presented the financial reports for August 2024, the first month of the new fiscal year, with minimal activity. Ms. Quiroga discussed the following items:

- Groundwater assessments: From January to June 2024, GL 4022 increased by approximately \$9,000 and GL 4026 decreased by \$6,500.
- Royalties from Cemex: Revenue from royalties was slightly lower due to the high groundwater temporary agreement.
- Promissory Note Payment: The District received its first \$91,000 payment from the promissory note with the Trust.
- Overall Revenue: For August, total revenue increased by \$391,605, primarily driven by interest income of \$237,620 under GL 4010 and the \$91,000 payment from the Trust.
- Overall Expenses: Total expenses for August rose by \$296,201. Salaries accounted for a significant portion of the increase, increasing by \$142,851 compared to July. This was due to the timing of payroll periods, with August having two full payroll periods compared to July's one and a half, and additional costs related to staffing changes.
- Net Revenue vs. Expenses: After accounting for expenses, total revenue less expenses decreased by \$12,545 for August, primarily due to higher expenses exceeding revenue growth.
- P&L to Date Review:
 - On Package Page 36, under GL 5123, payments were made to IERCD for quarter two and quarter three conservation services under the Plunge Creek contract.
 - Under GL 5225, a payment of \$24,355 was made to the County of San Bernardino for vector services.
- Additional Expenditures:
 - On Package Page 37, the organization made a \$10,000 payment to IERCD for water conservation programs over a six-month period under GL 6060 Outreach Expenses.
 - Under GL 7120, a payment of \$26,000 was made to the Bureau of Land Management for cost recovery fees related to the land exchange.

President McDonald raised a question regarding GL 4026 and the \$83,388 used to purchase State Project water from Valley District with Sustainability funds. Discussion ensued regarding capacity for recharge of State Project water, including the 50,000 acre-feet of carryover water from the previous water year. It was reiterated that the funds collected through the groundwater charge for sustainability were used for additional water purchases, with water deliveries occurring as water is available.

It was moved by Director Corneille and seconded by Director Longville to approve unaudited Financial Reports for August 2024. The motion carried 5-0, with all Board members present voting in the affirmative.

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

C. AMENDMENT TO THE CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES TO PROVIDE FRACTIONAL, AS-NEEDED EXECUTIVE ASSISTANT SERVICES

Ms. Miller presented a request to amend the District’s contract with Hamilton Raye, initially entered on July 23, 2024, for executive assistant services under a \$27,000 agreement. Following the vacancy in the Administrative Specialist II position on August 12, 2024, Hamilton Raye has been providing ongoing administrative and Board support during the recruitment process. While the original contract amount has not been exceeded, Ms. Miller requested an increase of \$8,000 to \$35,000 to allow for continued support through the remainder of the recruitment and onboarding period.

It was then moved by Director Corneille and seconded by Director Jenkins to authorize the Amendment to the Contract Services Agreement for Professional Services to Provide Fractional, As-Needed Executive Assistant Services at an amount not-to-exceed \$35,000. The motion carried 5-0, with all Board members present voting in the affirmative.

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

D. AMENDMENT TO UPLAND ROCK SANTA ANA RIVER GROUNDWATER RECHARGE

Ms. Miller presented a proposed amendment to the District's contract with Upland Rock for processing sand, gravel, and rock resulting from the maintenance of spreading basins. On January 11, 2023, the Board renewed the license for Upland Rock to operate in the Santa Ana River Groundwater Recharge Facility, allowing material processing in the Borrow Pit through January

15, 2025. Upland Rock has requested a new rate of \$1 per ton for one-to-four-inch diameter rock be included in the existing contract. Given the upcoming expiration of the license, staff also included an extension through January 15, 2026, for Board consideration.

Director Stewart requested that staff carefully monitor the processed amounts, and the Board directed staff to provide the Operations Committee with a more detailed review of ongoing license administration.

It was moved by Director Longville and seconded by Director Jenkins to approve the Material Processing License Amendment for the Santa Ana River Basin Facility with Upland Rock and finding that this is exempt from further CEQA review under Section 15301 of the CEQA regulations maintenance of existing facilities with directions to staff to an item on the details of license administration to the Operations Committee. The motion carried 5-0, with all Board members present voting in the affirmative.

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

E. APPROVE AN AMENDMENT TO THE TEMPORARY AGREEMENT TO HARMONIZE MINING AND GROUNDWATER RECHARGE OPERATIONS

Ms. Miller presented an item, detailed on Package Page 48, to extend the Temporary Agreement with Cemex Construction Materials Pacific, LLC. The agreement, which was initially approved by the Board on June 12, 2024, aims to balance mining operations and groundwater recharge efforts by offsetting a portion of current water pumping costs from mining areas through a reduction in guaranteed annual minimum payments. Despite a decrease in in-pit water levels since June, pumping remains necessary to continue mining operations. Staff recommends extending the agreement for an additional six months, starting October 1, 2024, to allow both parties monitor conditions and work towards future permitting solutions. This item was previously discussed by the Finance and Administration Committee on July 24, 2024, and the Operations Committee on August 6, 2024.

The proposed extension could result in a revenue decrease of up to \$339,000 for the six-month period, with a total potential revenue loss exceeding \$600,000 when combined with the initial six-month agreement. Based on FY23 and FY24 mining activity, the District could face an additional annual revenue loss of approximately \$400,000 if mining were to cease entirely.

Director Corneille requested revising the agreement to emphasize the ongoing joint efforts between the District and Cemex to expedite the permitting process for new mining areas, ensuring the long-term sustainability of operations. President McDonald requested that this item being included on future Operations Committee agendas.

It was moved by Director Corneille and seconded by Director Longville to approve the amendment as submitted subject to an additional paragraph “both parties to expedite available permitting mining sites” to the Temporary Agreement to Harmonize Mining and Groundwater Recharge Operations with Cemex Construction Materials Pacific, LLC (“Cemex”), for a six-month period effective October 1, 2024. The motion carried 5-0, with all Board members present voting in the affirmative.

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

F. AMENDMENT TO THE WATERMAN PERCOLATION BASINS, TWIN CREEK SPREADING GROUNDS, AND LYNWOOD BASINS FEASIBILITY STUDY PROFESSIONAL SERVICES CONTRACT WITH TETRA TECH INC

Mr. Lambie reported that the District is satisfied with the work products produced by Tetra Tech to date. He also noted that the project has faced a 19-month delay from its original schedule due to coordination with Flood Control on Q100 flood requirements and subsequent revisions to the grading alternatives. Staff proposes a revised scope that includes three key components: project management, hydraulic modeling, and an evaluation of material quantities and projected costs. The recommendation is to approve a contract amendment of \$148,500, approximately 10% of the original contract amount. This item was reviewed and recommended Board approval by the Operations Committee on August 28 and by the PERC Policy Committee on September 3.

It was moved by Director Corneille and seconded by Director Longville to approve the proposed Scope and Contract Amendment of Tetra Tech Inc. and authorize the General Manager to execute an amendment to the professional consultant services agreement in an amount not to exceed \$148,500. The motion carried 5-0, with all Board members present voting in the affirmative.

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

G. EQUIPMENT LEASE AUTHORIZATION FOR BASIN MAINTENANCE

Ms. Miller directed the Board to the item beginning on Package Page 63. With decreases in water diversions over the dry summer and fall, some District facilities can now be maintained following the fourth highest recharge year in District history. If approved, this agenda item would authorize the General Manager to rent up to \$45,000 in maintenance equipment for use by our field team. While quotes were obtained from three vendors, staff requests the ability to select specific

equipment from various vendors as needed to best fulfill the needs of each project. Director Longville noted his support for maintaining flexibility in equipment choice. Vice President Stewart added that the District's equipment needs to change as the Enhanced Recharge basins become operational. Discussion on purchase compared to renting ensued. The Operations Committee compared purchase to leasing in 2023 and determined to move forward with leasing; however, it is worthwhile to review this decision in light of any changed conditions in 2025.

It was moved by Director Corneille and seconded by Director Longville to authorize the General Manager to spend up to \$45,000 for loader and excavator rentals in FY25. The motion carried 5-0, with all Board members present voting in the affirmative.

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

H. CSDA 2025 COMMITTEE AND EXPERT FEEDBACK TEAM APPOINTMENTS

Ms. Miller directed the group to Package Page 77. Direction was requested from the Board on whether staff should submit interest forms for Directors to serve on California Special Districts Association (CSDA) committees and/or Expert Feedback Teams for 2025. The terms would run from January 1, 2025, to December 31, 2026.

Director Longville volunteered to serve on the Legislative Committee. Staff was directed to submit an interest form on his behalf.

I. ASSOCIATION OF SAN BERNARDINO COUNTY SPECIAL DISTRICT'S 2025 DINNER MEETING

Ms. Miller presented the opportunity for the District to host the Association of San Bernardino County Special Districts (ASBCSD) monthly dinner in 2025, as it had previously done in 2022. Available dates were considered. The Board recognized the significant effort required from staff to host a dinner and requested that the District host a dinner in 2025 to share District successes with our region on a date selected by staff.

J. INVESTIGATION LIST FOR GROUNDWATER ASSESSMENT NO. 62

Ms. Torres provided an update on collections for unpaid groundwater usage reports. Since the Board memo was prepared, responses were received from three additional groups, reducing the outstanding amount from \$2,000 to approximately \$600. The Board emphasized the importance of continued work to collecting outstanding funds and directed staff to continue investigating registered well owners who have not responded to or failed to pay Groundwater Assessment No. 62 in an efficient manner, noting that field visits may be required to resolve issues related to new property ownership and abandoned wells.

7. INFORMATION ITEMS

A. ENVIRONMENTAL UPDATE

Milan directed the group to Package Page 82 and reviewed the written report highlighting the following under the Wash Plan Implementation:

Monitoring Activities

- San Bernardino Kangaroo Rate (SBKR) Monitoring Program: An addendum to the approved comprehensive SBKR monitoring protocol report, completed by the USGS in 2023, was delivered to the Preserve Management Committee on August 2nd. The program includes trapping in the wash and Mill Creek, with the fourth year of trapping in the Wash and the second in Mill Creek. All necessary spatial data has been provided to contractors to ensure proper execution.
- Regarding recent fires, none have impacted our property directly, although potential aftereffects like material flow into Plunge Creek are being monitored. Thankfully, most of the fire activity has been contained in areas away from the Wash and Mill Creek.

Management Activities

Key management initiatives are in progress:

- Slender Horn Spine Flower Restoration Program: A primer for restoration has been drafted and will be presented to the Preserve Management Committee and working group. This document summarizes our efforts since 2020 to formalize the next steps in restoring SHSF, highlighting the Conservation District's work in developing a restoration program and key steps since the signing of the Wash Plan.
- BLM Fuels Management Grant: Following recent discussions, we are preparing areas west of Riverline Road for sand transport from Mill Creek facilities. This effort addresses fuel loads while enhancing SBKR habitat. A contract for sand movement is expected to be presented to the Board in October. The cost for the moving of the sand is not included in the grant.

B. ENGINEERING UPDATE

- Mentone Shop: Ms. Torres reported that staff is actively working on the next steps to select a new contractor to complete the project.
- Enhanced Recharge Phase 1B: Ms. Torres shared that the grading on Basins J, K, and L is nearly complete, with most pipe installations between inlet structures finished. Basins M to R have also been graded, and prep work for pipe installation is underway. Due to recent fires, construction has paused for a week, but the project remains on schedule for year-end completion.
- PERC (Active Recharge Transfer) Projects: Mr. Lambie advised that the multi-objective decision support system was reviewed by the Operations Committee in August and the PERC Policy Committee in September. It has been discussed with the Active Recharge East Group.

A multiagency staff meeting is being planned in the fall to determine criteria weighting and to use the multi-objective decision support a framework for ranking project alternatives.

- Mill Creek: The hydraulics team is actively modeling various scenarios related to maintenance and flow through different groupings of existing and enhanced basins. They are working through six scenarios, and two additional alternatives are being developed by the land resources and operations teams.

C. GENERAL MANAGER'S REPORT AND MONTHLY RECHARGE REPORT

Ms. Miller indicated that the written General Manager's Report is included in the Board Package on Pages 86 through 96. Highlights are as follows:

- Recharge Update: The District has recharged over 70,000 acre-feet of water this year, making it the fourth highest on record since 1912.
- Training: The District hosted two Qualified Water Efficient Landscaper (QWEL) training courses in August and September, with eighteen participants becoming certified. Plans are in place to offer another training course in early 2025. Additionally, on August 26, District staff presented to the CalPoly Pomona College of Engineer senior project team that has been funded by the District to study an aspect of the PERC projects.
- Administrative: Thirty applications were received for the vacant administrative specialist role.
- Wash Plan HCP: The 2024 San Bernardino Kangaroo Rat monitoring surveys are ready to proceed, with work beginning this month.
- Wildlands Trail MOU: The Wildlands Trail MOU approval by the Redlands City Council has been moved from September 17 to October 1, 2024.
- Financial Updates: The actuarial valuation for our Other Post-Employment Benefit (OPEB) program indicates that our trust is well-funded, eliminating the need for a contribution this year.
- **Recharge Basins:** Ten of the newly constructed Enhanced Recharge basins have received water.
- **Conferences:** Ms. Miller attended the Urban Water Institute's 2024 Annual Conference on August 23 and the ACWA Executive Edge Leadership Forum on August 29-30. Ms. Miller will attend the H2O Women Conference on October 3 to 4, 2024; she noted that she is paying for the hotel without requesting reimbursement from the District due to the expense of the conference location. Director Longville suggested that, in line with District policies, the District could reimburse her at the government rate for an offsite hotel stay, rather than her personally covering all the hotel costs. The Board supported this approach, acknowledging her past financial sacrifices for the District and confirming that the reimbursement would align with current policies.

D. FUTURE AGENDA ITEMS AND STAFF TASKS

For future agenda items, Vice President Stewart noted concerns relating to poor water quality following the recent fires on the District's facilities. Ms. Miller thanked Vice President Stewart for offering the Board's support in this issue. She noted that the field team is experienced in successfully operating our facilities in post-fire conditions to limit maintenance costs. The Board discussed including post-fire guidelines in the Operations Manual and agreed to further discussions with the Operations Committee

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

Vice President Stewart attended the following meetings:

- Bear Valley Mutual Water Company Meeting on August 13th, 2024
- SBVWCD Board meeting on August 14th, 2024
- Loma Linda Chamber of Commerce Meeting on August 21st, 2024
- Operations Committee on August 28th, 2024
- Highland Chamber of Commerce and the State of the City Meeting on August 29th, 2024

Director Corneille attended the following meetings:

- SBVWCD Board Meeting on August 14th, 2024
- Operations Committee Meeting on August 28th, 2024
- PERC Policy Committee Meeting on September 3rd, 2024
- Redlands Chamber of Commerce Rise and Shine Meeting on September 6th, 2024
- He will not attend the October 9th, 2024, SBVWCD Board Meeting as he will be out of state.

Director Longville attended the following meetings:

- SBVWCD Board meeting on August 14th, 2024
- Valley District's Board of Directors' Meeting on August 20th, 2024
- Valley District's Policy Administrative Committee Meeting on September 5th, 2024

Director Jenkins attending the following meetings:

- SBVWCD Board Meeting on August 14th, 2024
- Santa Ana River Symposium Planning Meeting on August 19th, 2024
- Ethics Training on August 26th, 2024
- Orientation Meeting with President McDonald on August 30th, 2024
- SBVMCD Board Meeting on September 3rd, 2024
- Redlands City Council Meeting on September 3rd, 2024
- SBVWD Policy Meeting on September 5th, 2024
- Forecast Informed Reservoir Operations (FIRO) Meeting on September 9th, 2024

President McDonald attended the following meetings:

- Meeting with General Manager on August 4th, 2024
- SBVWCD Board Meeting on August 14th, 2024
- Association of San Bernardino County Board of Directors Meeting on August 19th, 2024

- Valley District’s Board of Directors’ Meeting on August 20th, 2024
- Special District’s Dinner in Fontana on August 26th, 2024
- Highland Chamber Lunch on August 27th, 2024
- Highland Chamber of Commerce and the State of the City Meeting on August 29th, 2024
- Orientation Meeting with Director Jenkins on August 30th, 2024
- Valley District’s Board of Directors’ Meeting on September 3rd, 2024
- Valley District’s Policy Administrative Committee Meeting on September 5th, 2024
- Association of San Bernardino County Board of Directors Meeting on September 9th, 2024

A. Travel Requests for Director Longville, Corneille, and Jenkins

As noted on Package Pages 97–99, travel requests for Directors Longville, Corneille, and Jenkins to attend ACWA's 2024 Fall Conference & Expo were reviewed.

It was moved by Director Longville and seconded by Director Corneille to approve the Travel Requests for Directors Longville, Corneille, and Jenkins to attend the ACWA’s 2024 Fall Conference & Expo in Palm Desert, CA. The motion carried 5-0, with all Board members present voting in the affirmative.

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

9. UPCOMING MEETINGS

Director Corneille requested that staff include the October 31st, 2024, Audit Committee Meeting to the schedule.

10. CLOSED SESSION

It was moved by Director Longville and seconded by Director Corneille to adjourn to Closed Session on Item 3. The motion carried 5-0, with all Board members present voting in the affirmative.

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

General Counsel announced that the meeting would adjourn to a closed session to discuss the following items (1, 2, 3 and 5) on the posted agenda. The board will address Item 3 at the end of the meeting. Vice President Stewart will be recused from participating in the discussion of Item 3 due to a conflict of interest related to a real estate issue.

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

11. ADJOURN MEETING

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

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

At 4:07 p.m. the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on September 11, 2024, in-person, teleconference, and Zoom meeting.

Ms. Betsy Miller
General Manager

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
	09/04/2024	Hudson Property Mana...	1012 · Citizens Busine...		0.00
Mgmt Fees	06/30/2024	Hudson Property Manag...	2000 · Accounts Payable	2-Redlands Plaza/...	-683.62
TOTAL					-683.62
	09/04/2024	Year End Adjustments	1012 · Citizens Busine...		0.00
AJE #4	06/30/2024	Year End Adjustments	2000 · Accounts Payable	4-General Fund Ent.	-6,239.12
AJE#5	06/30/2024	Year End Adjustments	2000 · Accounts Payable	4-General Fund Ent.	-75,965.15
TOTAL					-82,204.27
	09/23/2024	O'Reilly	1012 · Citizens Busine...		0.00
	09/09/2024	O'Reilly	2000 · Accounts Payable		-24.20
TOTAL					-24.20
OnlinePymt	09/25/2024	WEX Bank-Valero	1012 · Citizens Busine...		-461.79
	09/23/2024		5320 · Fuel	1-Groundwater Ent.	284.46
			6001 · General Adminis...	4-General Fund Ent.	88.67
			6001 · General Adminis...	1-Groundwater Ent.	88.66
TOTAL					461.79
PC 09.04.24	09/04/2024	Paychex	1012 · Citizens Busine...		-142.19
			6042 · Payroll Processing	4-General Fund Ent.	142.19
TOTAL					142.19
PC 09.18.24	09/18/2024	Paychex	1012 · Citizens Busine...		-142.19
			6042 · Payroll Processing	4-General Fund Ent.	142.19
TOTAL					142.19
ACH0280	09/09/2024	John Longville	1012 · Citizens Busine...		-2.68
			6410 · Mileage	4-General Fund Ent.	2.68
TOTAL					2.68
ACH0281	09/09/2024	Melody McDonald	1012 · Citizens Busine...		-32.16
			6410 · Mileage	4-General Fund Ent.	32.16
TOTAL					32.16
25178	09/10/2024	AAA Alarm Systems, Inc.	1012 · Citizens Busine...		-279.75
	08/14/2024		5410 · Alarm Service	4-General Fund Ent.	111.90
			5410 · Alarm Service	1-Groundwater Ent.	111.90
			5410 · Alarm Service	6-Active Recharge ...	55.95
TOTAL					279.75

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
25179	09/10/2024	ACWA/JPIA-Health	1012 · Citizens Busine...		-24,279.40
	09/03/2024		6110 · Vision Insurance	4-General Fund Ent.	68.14
			6110 · Vision Insurance	1-Groundwater Ent.	155.21
			6110 · Vision Insurance	2-Redlands Plaza/...	15.14
			6110 · Vision Insurance	3-Land Resources	53.00
			6110 · Vision Insurance	5-Wash Plan	3.79
			6110 · Vision Insurance	6-Active Recharge ...	83.28
			6130 · Dental Insurance	4-General Fund Ent.	211.00
			6130 · Dental Insurance	1-Groundwater Ent.	480.63
			6130 · Dental Insurance	2-Redlands Plaza/...	46.89
			6130 · Dental Insurance	3-Land Resources	164.11
			6130 · Dental Insurance	5-Wash Plan	11.72
			6130 · Dental Insurance	6-Active Recharge ...	257.89
			6150 · Medical Insurance	4-General Fund Ent.	4,091.15
			6150 · Medical Insurance	1-Groundwater Ent.	9,318.73
			6150 · Medical Insurance	2-Redlands Plaza/...	909.14
			6150 · Medical Insurance	3-Land Resources	3,182.00
			6150 · Medical Insurance	5-Wash Plan	227.29
			6150 · Medical Insurance	6-Active Recharge ...	5,000.29
TOTAL					24,279.40
25180	09/10/2024	AECOM Technical Serv...	1012 · Citizens Busine...		-3,797.56
	08/29/2024		7151 · Mill Creek Permi...	1-Groundwater Ent.	3,797.56
TOTAL					3,797.56
25181	09/10/2024	American Express	1012 · Citizens Busine...		-438.82
	08/23/2024		6002 · Website Adminis...	4-General Fund Ent.	365.00
			6525 · Meals	4-General Fund Ent.	33.22
			6525 · Meals	1-Groundwater Ent.	25.84
			6525 · Meals	3-Land Resources	14.76
TOTAL					438.82
25182	09/10/2024	American Power Security	1012 · Citizens Busine...		-732.00
	08/31/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	732.00
TOTAL					732.00
25183	09/10/2024	Anna Frey	1012 · Citizens Busine...		-446.69
	09/09/2024		6510 · Mileage	4-General Fund Ent.	178.68
			6510 · Mileage	1-Groundwater Ent.	111.67
			6510 · Mileage	3-Land Resources	44.67
			6510 · Mileage	6-Active Recharge ...	111.67
TOTAL					446.69
25184	09/10/2024	Assoc. San Bernardino...	1012 · Citizens Busine...		-78.00
	09/09/2024		6425 · Meals	4-General Fund Ent.	39.00
			6525 · Meals	4-General Fund Ent.	17.55
			6525 · Meals	1-Groundwater Ent.	13.65
			6525 · Meals	3-Land Resources	7.80
TOTAL					78.00

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
25185	09/10/2024	Blue Watchdog Conser...	1012 · Citizens Busine...		-3,900.00
	09/09/2024		6060 · Outreach	4-General Fund Ent.	1,170.00
			6060 · Outreach	1-Groundwater Ent.	780.00
			6060 · Outreach	3-Land Resources	1,170.00
			6060 · Outreach	5-Wash Plan	195.00
			6060 · Outreach	6-Active Recharge ...	585.00
TOTAL					3,900.00
25186	09/10/2024	California Tool & Weldi...	1012 · Citizens Busine...		-29.91
	09/05/2024		5210 · Equipment Maint...	1-Groundwater Ent.	29.91
TOTAL					29.91
25187	09/10/2024	CASC Engineering and...	1012 · Citizens Busine...		-4,577.85
	08/15/2024		7126 · PERC Engr/Prof...	6-Active Recharge ...	4,577.85
TOTAL					4,577.85
25188	09/10/2024	Corneille, Richard	1012 · Citizens Busine...		-36.18
	08/28/2024		6410 · Mileage	4-General Fund Ent.	36.18
TOTAL					36.18
25189	09/10/2024	CPS HR Consulting	1012 · Citizens Busine...		-717.50
	08/31/2024		5120 · Misc. Profession...	4-General Fund Ent.	717.50
TOTAL					717.50
25190	09/10/2024	Day Lite Maintenance, I...	1012 · Citizens Busine...		-174.00
	09/01/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	174.00
TOTAL					174.00
25191	09/10/2024	DUDEK	1012 · Citizens Busine...		-15,338.05
	08/27/2024		5123 · Habitat Manage...	5-Wash Plan	15,338.05
TOTAL					15,338.05
25192	09/10/2024	E-PUR LLC	1012 · Citizens Busine...		-9,636.00
	09/09/2024		5120 · Misc. Profession...	1-Groundwater Ent.	2,228.33
			5120 · Misc. Profession...	6-Active Recharge ...	7,407.67
TOTAL					9,636.00
25193	09/10/2024	Edison - 6256 (Redland...	1012 · Citizens Busine...		-190.63
	08/29/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	190.63
TOTAL					190.63

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
25194	09/10/2024	Edison - 9779	1012 · Citizens Busine...		-542.17
	08/29/2024		5420 · Electricity	4-General Fund Ent.	151.81
			5420 · Electricity	1-Groundwater Ent.	108.43
			5420 · Electricity	2-Redlands Plaza/...	227.71
			5420 · Electricity	6-Active Recharge ...	54.22
TOTAL					542.17
25195	09/10/2024	Empire Disposal	1012 · Citizens Busine...		-225.03
	08/31/2024		5460 · Water / Trash / ...	4-General Fund Ent.	101.26
			5460 · Water / Trash / ...	1-Groundwater Ent.	78.76
			5460 · Water / Trash / ...	3-Land Resources	22.50
			5460 · Water / Trash / ...	6-Active Recharge ...	22.51
TOTAL					225.03
25196	09/10/2024	Frontier-4860	1012 · Citizens Busine...		-453.56
	08/28/2024		5440 · Telephone	4-General Fund Ent.	167.60
			5440 · Telephone	1-Groundwater Ent.	69.83
			5440 · Telephone	6-Active Recharge ...	41.90
			5470 · Internet Services	4-General Fund Ent.	78.40
			5470 · Internet Services	1-Groundwater Ent.	43.56
			5470 · Internet Services	2-Redlands Plaza/...	8.72
			5470 · Internet Services	3-Land Resources	26.13
			5470 · Internet Services	6-Active Recharge ...	17.42
TOTAL					453.56
25197	09/10/2024	Hamilton Raye	1012 · Citizens Busine...		-4,903.08
	08/29/2024		5120 · Misc. Profession...	4-General Fund Ent.	539.34
			5120 · Misc. Profession...	1-Groundwater Ent.	2,598.63
			5120 · Misc. Profession...	3-Land Resources	1,765.11
TOTAL					4,903.08
25198	09/10/2024	Home Depot Credit Ser...	1012 · Citizens Busine...		-277.79
	08/28/2024		5210 · Equipment Maint...	1-Groundwater Ent.	233.38
			6015 · Mentone House ...	2-Redlands Plaza/...	44.41
TOTAL					277.79
25199	09/10/2024	Hudson Property Mana...	1012 · Citizens Busine...		-419.70
	08/05/2024		6016 · Redlands Plaza ...	2-Redlands Plaza/...	209.85
	09/09/2024		6016 · Redlands Plaza ...	2-Redlands Plaza/...	209.85
TOTAL					419.70

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
25200	09/10/2024	Laura Torres	1012 · Citizens Busine...		-105.20
	09/05/2024		6510 · Mileage	4-General Fund Ent.	24.18
			6510 · Mileage	1-Groundwater Ent.	15.11
			6510 · Mileage	3-Land Resources	6.04
			6510 · Mileage	6-Active Recharge ...	15.11
			6060 · Outreach	4-General Fund Ent.	13.43
			6060 · Outreach	1-Groundwater Ent.	8.95
			6060 · Outreach	3-Land Resources	13.43
			6060 · Outreach	5-Wash Plan	2.24
			6060 · Outreach	6-Active Recharge ...	6.71
TOTAL					105.20
25201	09/10/2024	Lowe's Companies, Inc.	1012 · Citizens Busine...		-233.23
	08/25/2024		5210 · Equipment Maint...	1-Groundwater Ent.	159.92
			5215 · Property Mainte...	1-Groundwater Ent.	22.10
			5215 · Property Mainte...	3-Land Resources	5.52
			6012 · Office Maintenanc...	4-General Fund Ent.	18.28
			6012 · Office Maintenanc...	2-Redlands Plaza/...	27.41
TOTAL					233.23
25202	09/10/2024	Mikael Romich	1012 · Citizens Busine...		-1,655.00
	09/04/2024		5123 · Habitat Manage...	5-Wash Plan	427.50
			7151 · Mill Creek Permi...	1-Groundwater Ent.	427.50
			5123 · Habitat Manage...	5-Wash Plan	400.00
			7151 · Mill Creek Permi...	1-Groundwater Ent.	400.00
TOTAL					1,655.00
25203	09/10/2024	Minds Illustrated	1012 · Citizens Busine...		-720.00
	09/06/2024		5120 · Misc. Profession...	4-General Fund Ent.	720.00
TOTAL					720.00
25204	09/10/2024	PCtronics	1012 · Citizens Busine...		-4,915.80
	09/01/2024		6027 · Computer Softw...	4-General Fund Ent.	134.24
			6027 · Computer Softw...	1-Groundwater Ent.	35.33
			6027 · Computer Softw...	2-Redlands Plaza/...	53.00
			6027 · Computer Softw...	3-Land Resources	53.00
			6027 · Computer Softw...	5-Wash Plan	17.67
			6027 · Computer Softw...	6-Active Recharge ...	60.06
	09/01/2024		5160 · IT Support	4-General Fund Ent.	750.00
			5160 · IT Support	1-Groundwater Ent.	1,125.00
			5160 · IT Support	3-Land Resources	250.00
			5160 · IT Support	5-Wash Plan	125.00
			5160 · IT Support	6-Active Recharge ...	250.00
	09/01/2024		5160 · IT Support	4-General Fund Ent.	618.75
			5160 · IT Support	1-Groundwater Ent.	928.12
			5160 · IT Support	3-Land Resources	206.25
			5160 · IT Support	5-Wash Plan	103.13
			5160 · IT Support	6-Active Recharge ...	206.25
TOTAL					4,915.80

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
25205	09/10/2024	Quill Corporation	1012 · Citizens Busine...		-211.79
	08/13/2024		6030 · Office Supplies	4-General Fund Ent.	19.83
			6030 · Office Supplies	1-Groundwater Ent.	13.22
			6030 · Office Supplies	2-Redlands Plaza/...	6.61
			6030 · Office Supplies	3-Land Resources	9.91
			6030 · Office Supplies	5-Wash Plan	3.30
			6030 · Office Supplies	6-Active Recharge ...	13.22
			6019 · Janitorial Supplies	4-General Fund Ent.	72.42
			6019 · Janitorial Supplies	1-Groundwater Ent.	48.28
	08/14/2024		6030 · Office Supplies	4-General Fund Ent.	7.50
			6030 · Office Supplies	1-Groundwater Ent.	5.00
			6030 · Office Supplies	2-Redlands Plaza/...	2.50
			6030 · Office Supplies	3-Land Resources	3.75
			6030 · Office Supplies	5-Wash Plan	1.25
			6030 · Office Supplies	6-Active Recharge ...	5.00
TOTAL					211.79
25206	09/10/2024	RDO Equipment Comp.	1012 · Citizens Busine...		-15,737.35
	08/26/2024		7230 · Field Equipment ...	1-Groundwater Ent.	15,737.35
TOTAL					15,737.35
25207	09/10/2024	Southern California Wat...	1012 · Citizens Busine...		-1,000.00
	09/05/2024		6093 · Memberships	4-General Fund Ent.	1,000.00
TOTAL					1,000.00
25208	09/10/2024	Strategy Driver Inc	1012 · Citizens Busine...		-2,280.00
	09/07/2024		6060 · Outreach	4-General Fund Ent.	684.00
			6060 · Outreach	1-Groundwater Ent.	456.00
			6060 · Outreach	3-Land Resources	684.00
			6060 · Outreach	5-Wash Plan	114.00
			6060 · Outreach	6-Active Recharge ...	342.00
TOTAL					2,280.00
25209	09/10/2024	Thompson Reuters	1012 · Citizens Busine...		-561.43
	09/01/2024		5180 · Legal	4-General Fund Ent.	140.36
			5180 · Legal	1-Groundwater Ent.	140.36
			5180 · Legal	3-Land Resources	112.29
			5180 · Legal	6-Active Recharge ...	168.42
TOTAL					561.43
25210	09/10/2024	Unlimited Services	1012 · Citizens Busine...		-800.00
	09/01/2024		6018 · Janitorial Services	4-General Fund Ent.	800.00
TOTAL					800.00

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
25211	09/10/2024	Visual Edge IT, Inc.	1012 · Citizens Busine...		-308.09
	08/22/2024		6033 · Office Equipmen...	4-General Fund Ent.	231.07
			6033 · Office Equipmen...	1-Groundwater Ent.	15.40
			6033 · Office Equipmen...	2-Redlands Plaza/...	46.22
			6033 · Office Equipmen...	3-Land Resources	15.40
TOTAL					308.09
25212	09/10/2024	WEX Bank-Shell	1012 · Citizens Busine...		-1,257.11
	09/06/2024		5320 · Fuel	1-Groundwater Ent.	1,247.11
			5310 · Vehicle Mainten...	1-Groundwater Ent.	10.00
TOTAL					1,257.11
25213	09/10/2024	Wilbur's	1012 · Citizens Busine...		-69.86
	08/25/2024		5210 · Equipment Maint...	1-Groundwater Ent.	12.00
	08/27/2024		5210 · Equipment Maint...	1-Groundwater Ent.	57.86
TOTAL					69.86
25214	09/24/2024	AAA Alarm Systems, Inc.	1012 · Citizens Busine...		-129.00
	10/01/2024		5410 · Alarm Service	4-General Fund Ent.	51.60
			5410 · Alarm Service	1-Groundwater Ent.	51.60
			5410 · Alarm Service	6-Active Recharge ...	25.80
TOTAL					129.00
25215	09/24/2024	Aaron Pederson	1012 · Citizens Busine...		-40.00
	09/13/2024		6018 · Janitorial Services	4-General Fund Ent.	40.00
TOTAL					40.00
25216	09/24/2024	CASC Engineering and...	1012 · Citizens Busine...		-12,033.00
	09/17/2024		7126 · PERC Engr/Prof...	6-Active Recharge ...	12,033.00
TOTAL					12,033.00
25217	09/24/2024	Citizens Business Bank	1012 · Citizens Busine...		-6,707.70
	09/13/2024		5210 · Equipment Maint...	1-Groundwater Ent.	793.75
			5215 · Property Mainte...	1-Groundwater Ent.	541.94
			5215 · Property Mainte...	3-Land Resources	135.49
			6001 · General Adminis...	4-General Fund Ent.	379.07
			6001 · General Adminis...	1-Groundwater Ent.	379.06
			6002 · Website Adminis...	1-Groundwater Ent.	53.97
			6004 · Meeting Expenses	4-General Fund Ent.	133.37
			6004 · Meeting Expenses	3-Land Resources	133.36
			6027 · Computer Softw...	4-General Fund Ent.	502.55
			6027 · Computer Softw...	1-Groundwater Ent.	132.25
			6027 · Computer Softw...	2-Redlands Plaza/...	198.37
			6027 · Computer Softw...	3-Land Resources	198.37
			6027 · Computer Softw...	5-Wash Plan	66.12
			6027 · Computer Softw...	6-Active Recharge ...	224.82
			6030 · Office Supplies	4-General Fund Ent.	87.47
			6030 · Office Supplies	1-Groundwater Ent.	58.31
			6030 · Office Supplies	2-Redlands Plaza/...	29.16
			6030 · Office Supplies	3-Land Resources	43.74

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
			6030 · Office Supplies	5-Wash Plan	14.58
			6030 · Office Supplies	6-Active Recharge ...	58.31
			6036 · Printing	4-General Fund Ent.	54.38
			6036 · Printing	1-Groundwater Ent.	43.50
			6036 · Printing	3-Land Resources	10.87
			6039 · Postage and Ov...	4-General Fund Ent.	55.00
			6039 · Postage and Ov...	1-Groundwater Ent.	25.00
			6039 · Postage and Ov...	2-Redlands Plaza/...	10.00
			6039 · Postage and Ov...	3-Land Resources	10.00
			6060 · Outreach	4-General Fund Ent.	10.30
			6060 · Outreach	1-Groundwater Ent.	6.87
			6060 · Outreach	3-Land Resources	10.30
			6060 · Outreach	5-Wash Plan	1.72
			6060 · Outreach	6-Active Recharge ...	5.15
			6090 · Subscriptions/Pu...	4-General Fund Ent.	16.30
			6530 · Lodging	4-General Fund Ent.	152.66
			6530 · Lodging	1-Groundwater Ent.	118.74
			6530 · Lodging	3-Land Resources	67.85
			6535 · Conf/Seminar R...	4-General Fund Ent.	809.10
			6535 · Conf/Seminar R...	1-Groundwater Ent.	629.30
			6535 · Conf/Seminar R...	3-Land Resources	359.60
			6093 · Memberships	4-General Fund Ent.	147.00
TOTAL					6,707.70
25218	09/24/2024	Day Lite Maintenance, I...	1012 · Citizens Busine...		-520.05
	07/11/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	485.16
	09/05/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	34.89
TOTAL					520.05
25219	09/24/2024	Diamond Environment...	1012 · Citizens Busine...		-100.48
	09/09/2024		5460 · Water / Trash / ...	4-General Fund Ent.	45.22
			5460 · Water / Trash / ...	1-Groundwater Ent.	35.17
			5460 · Water / Trash / ...	3-Land Resources	10.05
			5460 · Water / Trash / ...	6-Active Recharge ...	10.04
TOTAL					100.48
25220	09/24/2024	DUDEK	1012 · Citizens Busine...		-6,340.54
	09/17/2024		5123 · Habitat Manage...	5-Wash Plan	6,340.54
TOTAL					6,340.54
25221	09/24/2024	E-PUR LLC	1012 · Citizens Busine...		-9,636.00
	09/23/2024		5120 · Misc. Profession...	1-Groundwater Ent.	2,077.76
			5120 · Misc. Profession...	6-Active Recharge ...	7,558.24
TOTAL					9,636.00
25222	09/24/2024	Edison - 6493	1012 · Citizens Busine...		-96.35
	09/10/2024		5420 · Electricity	4-General Fund Ent.	26.98
			5420 · Electricity	1-Groundwater Ent.	19.27
			5420 · Electricity	2-Redlands Plaza/...	40.47
			5420 · Electricity	6-Active Recharge ...	9.63
TOTAL					96.35

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
25223	09/24/2024	Edison - 8958	1012 · Citizens Busine...		-901.39
	09/06/2024		5420 · Electricity	4-General Fund Ent.	252.39
			5420 · Electricity	1-Groundwater Ent.	180.28
			5420 · Electricity	2-Redlands Plaza/...	378.58
			5420 · Electricity	6-Active Recharge ...	90.14
TOTAL					901.39
25224	09/24/2024	Geoscience	1012 · Citizens Busine...		-9,292.00
	09/17/2024		5120 · Misc. Profession...	3-Land Resources	9,292.00
TOTAL					9,292.00
25225	09/24/2024	Horizon Water	1012 · Citizens Busine...		-21.50
	09/03/2024		5460 · Water / Trash / ...	4-General Fund Ent.	9.68
			5460 · Water / Trash / ...	1-Groundwater Ent.	7.53
			5460 · Water / Trash / ...	3-Land Resources	2.15
			5460 · Water / Trash / ...	6-Active Recharge ...	2.14
TOTAL					21.50
25226	09/24/2024	Laura Torres	1012 · Citizens Busine...		-42.88
	09/11/2024		6510 · Mileage	4-General Fund Ent.	17.15
			6510 · Mileage	1-Groundwater Ent.	10.72
			6510 · Mileage	3-Land Resources	4.29
			6510 · Mileage	6-Active Recharge ...	10.72
TOTAL					42.88
25227	09/24/2024	Michael Guizar	1012 · Citizens Busine...		-33.15
	09/11/2024		5225 · Field Clean Up-II...	1-Groundwater Ent.	19.89
			5225 · Field Clean Up-II...	3-Land Resources	13.26
TOTAL					33.15
25228	09/24/2024	Patton Sales Corp	1012 · Citizens Busine...		-85.02
	09/09/2024		5210 · Equipment Maint...	1-Groundwater Ent.	69.18
	09/11/2024		5210 · Equipment Maint...	1-Groundwater Ent.	15.84
TOTAL					85.02
25229	09/24/2024	Quill Corporation	1012 · Citizens Busine...		-312.43
	08/30/2024		6030 · Office Supplies	4-General Fund Ent.	73.07
			6030 · Office Supplies	1-Groundwater Ent.	48.72
			6030 · Office Supplies	2-Redlands Plaza/...	24.36
			6030 · Office Supplies	3-Land Resources	36.54
			6030 · Office Supplies	5-Wash Plan	12.18
			6030 · Office Supplies	6-Active Recharge ...	48.72
	09/04/2024		6030 · Office Supplies	4-General Fund Ent.	20.65
			6030 · Office Supplies	1-Groundwater Ent.	13.77
			6030 · Office Supplies	2-Redlands Plaza/...	6.88
			6030 · Office Supplies	3-Land Resources	10.33

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
			6030 · Office Supplies	5-Wash Plan	3.44
			6030 · Office Supplies	6-Active Recharge ...	13.77
TOTAL					312.43
25230	09/24/2024	Rogers, Anderson, Mal...	1012 · Citizens Busine...		-15,212.00
	08/31/2024		5170 · Audit	4-General Fund Ent.	2,281.80
			5170 · Audit	1-Groundwater Ent.	6,693.28
			5170 · Audit	2-Redlands Plaza/...	760.60
			5170 · Audit	3-Land Resources	2,433.92
			5170 · Audit	6-Active Recharge ...	3,042.40
TOTAL					15,212.00
25231	09/24/2024	Rutan & Tucker	1012 · Citizens Busine...		-3,187.50
	09/17/2024		5180 · Legal	4-General Fund Ent.	206.25
			5180 · Legal	1-Groundwater Ent.	206.25
			5180 · Legal	3-Land Resources	412.50
	09/17/2024		5180 · Legal	4-General Fund Ent.	1,181.24
			5180 · Legal	1-Groundwater Ent.	590.63
			5180 · Legal	3-Land Resources	590.63
TOTAL					3,187.50
25232	09/24/2024	Terminix	1012 · Citizens Busine...		-101.00
	08/27/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	101.00
TOTAL					101.00
25233	09/24/2024	Tetra Tech	1012 · Citizens Busine...		-17,026.10
	09/24/2024		7126 · PERC Engr/Prof...	6-Active Recharge ...	17,026.10
TOTAL					17,026.10
25234	09/24/2024	The Gas Company	1012 · Citizens Busine...		-1.56
	09/13/2024		5450 · Natural Gas	4-General Fund Ent.	0.78
			5450 · Natural Gas	1-Groundwater Ent.	0.47
			5450 · Natural Gas	6-Active Recharge ...	0.31
TOTAL					1.56
25235	09/24/2024	TLC Landscape Servic...	1012 · Citizens Busine...		-718.00
	07/19/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	288.00
	09/20/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	430.00
TOTAL					718.00
25236	09/24/2024	Xerox Financial Services	1012 · Citizens Busine...		-337.44
	09/02/2024		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					337.44

San Bernardino Valley Water Conservation District Expenditure Report September 2024

Num	Date	Name	Account	Class	Original Amount
25237	09/24/2024	Xerox Financial Services	1012 · Citizens Busine...		0.00
TOTAL					0.00
100366N	09/24/2024	PERS	1012 · Citizens Busine...		-11,041.86
			6170 · PERS Retirement	4-General Fund Ent.	1,987.54
			6170 · PERS Retirement	1-Groundwater Ent.	4,527.16
			6170 · PERS Retirement	2-Redlands Plaza/...	441.67
			6170 · PERS Retirement	3-Land Resources	1,545.86
			6170 · PERS Retirement	5-Wash Plan	110.42
			6170 · PERS Retirement	6-Active Recharge ...	2,429.21
TOTAL					11,041.86
100367N	09/24/2024	PERS	1012 · Citizens Busine...		-9,484.01
			6170 · PERS Retirement	4-General Fund Ent.	1,707.13
			6170 · PERS Retirement	1-Groundwater Ent.	3,888.44
			6170 · PERS Retirement	2-Redlands Plaza/...	379.36
			6170 · PERS Retirement	3-Land Resources	1,327.76
			6170 · PERS Retirement	5-Wash Plan	94.84
			6170 · PERS Retirement	6-Active Recharge ...	2,086.48
TOTAL					9,484.01

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

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
9/4/2024	Corneille, R	Aug-24	\$ 1,620.00	\$ 213.55	\$ 1,406.45
9/4/2024	McDonald, M	Aug-24	\$ 1,350.00	\$ 157.36	\$ 1,192.64
9/18/2024	McDonald, M	Sep-24	\$ 810.00	\$ 70.87	\$ 739.13



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2055

To: Board of Directors

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

Date: October 9, 2024

Subject: Unaudited Financial Reports for September 2024

RECOMMENDATION

Review and approve the unaudited financial report for September 2024.

BACKGROUND

Staff presents the previous month's unaudited financial report at the subsequent Board meeting. The reports presented here include information through September 30, 2024.

DISCUSSION

Based on the first three months of the fiscal year, funds and accounts are generally as budgeted. Income items to note include:

- 1) GL 4010 Interest Income is on track to be at or above budget by fiscal year end with an increase of \$306,215 in September; however, significant investments have matured or are being called ahead of their maturity date due to the recent federal rate decrease, so slightly lower returns are expected moving forward.
- 2) GL 4032 Cemex-Royalty/Lease revenue is lower than previous years due to the High Groundwater Temporary Agreement.
- 3) GL 4025 Wash Plan Revenue includes both District loans for implementation and reimbursement payments for state permitting expenses.

Expenses to note include:

- 1) GL 7126 PERC Eng/Professional Services to CASC Engineering in the amount of \$12,033.00 for Plunge & Oak Creek project and \$17,026.10 to Tetra Tech for the Waterman/Lynwood project.

FISCAL IMPACT

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

POTENTIAL MOTIONS

1. Review and approve the unaudited financial report for September 2024 as presented.
2. Refer this item to the Finance & Administration Committee to consider specific issues.

ATTACHMENTS OR MATERIALS

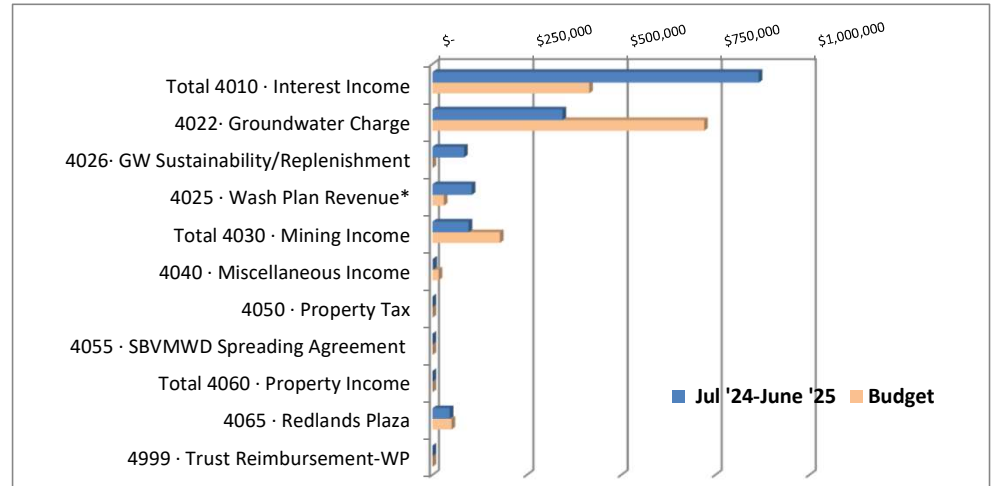
Graph Financials for September 2024
Profit & Loss to Date vs. Annual Budget

SBVWCD - All Enterprises Budget and Actual

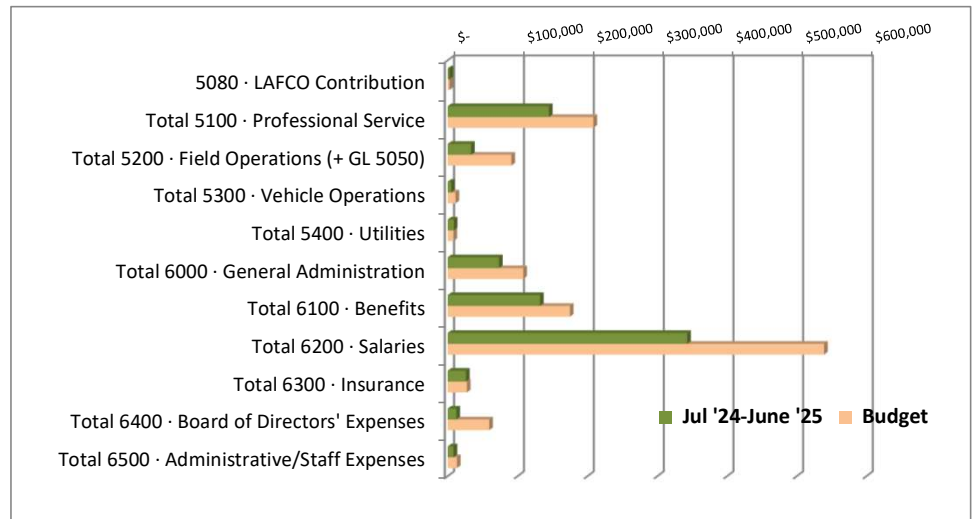
Sept 2024

REVENUE	Jul '24-June '25	Budget
Total 4010 · Interest Income	\$ 865,185	\$ 415,000
4022· Groundwater Charge	\$ 344,417	\$ 720,175
4026· GW Sustainability/Replenishment	\$ 83,388	\$ -
4025 · Wash Plan Revenue*	\$ 104,009	\$ 30,064
Total 4030 · Mining Income	\$ 95,434	\$ 178,250
4040 · Miscellaneous Income	\$ 2,302	\$ 16,000
4050 · Property Tax	\$ -	\$ -
4055 · SBVMWD Spreading Agreement	\$ -	\$ -
Total 4060 · Property Income	\$ -	\$ -
4065 · Redlands Plaza	\$ 45,554	\$ 50,291
4999 · Trust Reimbursement-WP	\$ -	\$ -
Total Revenue	\$ 1,540,289	\$ 1,409,779

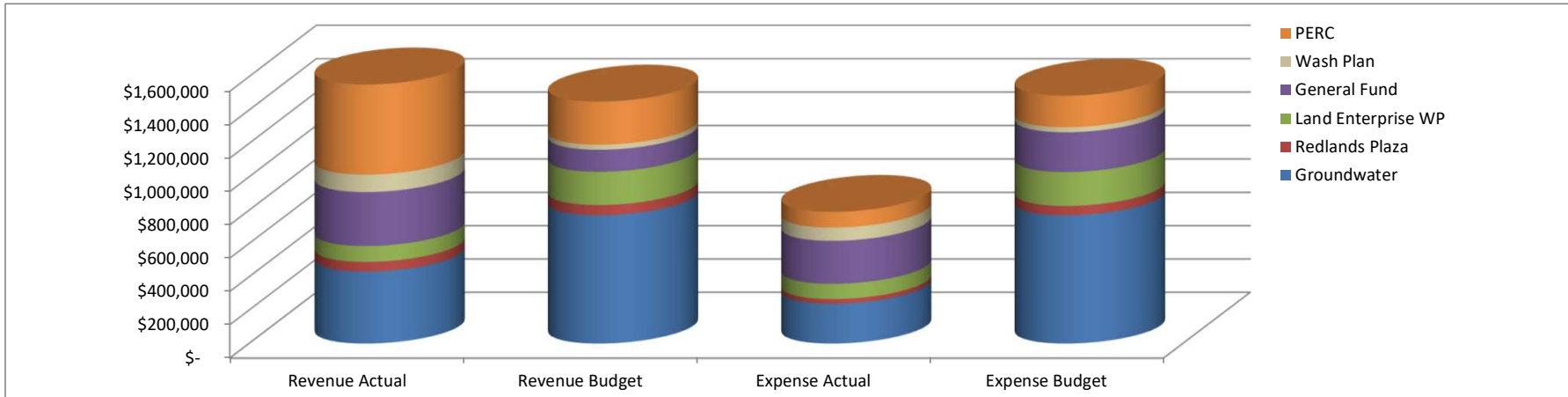
*District loans to the WP & State Permitting payments



EXPENSES Operating and Capital	Jul '24-June '25	Budget
5080 · LAFCO Contribution	\$ 2,580	\$ 2,580
Total 5100 · Professional Service	\$ 145,017	\$ 208,499
Total 5200 · Field Operations (+ GL 5050)	\$ 33,633	\$ 91,217
Total 5300 · Vehicle Operations	\$ 5,004	\$ 11,406
Total 5400 · Utilities	\$ 8,892	\$ 8,285
Total 6000 · General Administration	\$ 73,520	\$ 108,167
Total 6100 · Benefits	\$ 132,281	\$ 174,854
Total 6200 · Salaries	\$ 342,980	\$ 539,434
Total 6300 · Insurance	\$ 26,254	\$ 27,628
Total 6400 · Board of Directors' Expenses	\$ 12,590	\$ 59,527
Total 6500 · Administrative/Staff Expenses	\$ 8,459	\$ 13,269
Total Expense	\$ 791,209	\$ 1,244,867



Enterprises to Date (September 2024)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 431,672	\$ 769,897	56%
Groundwater Expense	\$ 238,949	\$ 538,242	44%
Revenue -Expense	\$ 192,723	\$ 231,655	
Redlands Plaza Revenue	\$ 58,849	\$ 62,179	95%
Redlands Plaza Expense	\$ 28,362	\$ 56,707	50%
Revenue -Expense	\$ 30,487	\$ 5,472	
Land Enterprise Revenue	\$ 95,434	\$ 199,125	48%
Land Enterprise Expense	\$ 91,536	\$ 203,098	45%
Revenue -Expense	\$ 3,898	\$ (3,973)	
General Fund Revenue *	\$ 324,198	\$ 132,183	245%
General Fund Expense	\$ 258,236	\$ 238,217	108%
Revenue -Expense	\$ 65,962	\$ (106,033)	
Wash Plan Revenue	\$ 104,009	\$ 30,064	346%
Wash Plan Expense	\$ 79,640	\$ 30,006	265%
Revenue-Expense	24,369	58	
PERC Revenue	\$ 539,422	\$ 257,813	209%
PERC Expense	\$ 94,485	\$ 188,598	50%
Revenue-Expense	\$ 444,937	\$ 69,214	
Total All Revenue - Expense	\$ 762,375	\$ 196,393	

Cash Status	As of 7/1/2024	As of 09/30/24
LAIF	\$ 1,026.17	\$ 1,037.75
Cal Trust	\$ -	\$ -
Citizens Bank	\$ 601,274.36	\$ 5,095,641.28
UBS Financial-Gen	\$ 5,618,122.33	\$ 3,607,186.27
UBS Financial-PERC	\$ 28,215,679.82	\$ 26,277,933.14
US Bank-CAMP Gen	\$ 4,307,416.23	\$ 3,930,416.09
US Bank-CAMP PERC	\$ 5,188,179.38	\$ 5,120,972.10
Total Cash	\$ 43,931,698.29	\$ 44,033,186.63
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less PERC Obligation	\$ (35,292,240.70)	\$ (35,794,740.38)
Cash Position	\$ 3,639,457.59	\$ 3,238,446.25

Increase (decrease) of -\$401,011.34

Percent Increase -11.0%

* General Fund Revenue shown here does not include overhead

	Jul - Sep 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 · Interest Income				
4012 · LAIF	0.00	0.00	0.00	0.0%
4015 · UBS Interest Income	809,392.21	1,275,000.00	-465,607.79	63.48%
4016 · Interest Income CAMP	55,792.58	385,000.00	-329,207.42	14.49%
Total 4010 · Interest Income	865,184.79	1,660,000.00	-794,815.21	52.12%
4017 · PERC Capital Income	0.00	0.00	0.00	0.0%
4020 · Groundwater Charge				
4022 · Groundwater Charge	344,417.36	1,440,349.41	-1,095,932.05	23.91%
4026 · GW Sustainability/Replenishment	83,387.63	0.00	83,387.63	100.0%
Total 4020 · Groundwater Charge	427,804.99	1,440,349.41	-1,012,544.42	29.7%
4025 · Wash Plan Revenue	104,008.66	120,255.44	-16,246.78	86.49%
4030 · Mining Income				
4031 · Plant Site - CEMEX	0.00	48,000.00	-48,000.00	0.0%
4032 · Cemex - Royalty / Lease	69,662.40	600,000.00	-530,337.60	11.61%
4036 · Aggregate Maintenance	25,771.63	65,000.00	-39,228.37	39.65%
Total 4030 · Mining Income	95,434.03	713,000.00	-617,565.97	13.39%
4040 · Miscellaneous Income				
4041 · Reimbursed Expenses	1,591.98	0.00	1,591.98	100.0%
4040 · Miscellaneous Income - Other	710.00	64,000.00	-63,290.00	1.11%
Total 4040 · Miscellaneous Income	2,301.98	64,000.00	-61,698.02	3.6%
4043 · Project Salary Reimbursement	0.00	52,373.50	-52,373.50	0.0%
4050 · Property Tax	0.00	169,775.15	-169,775.15	0.0%
4051 · Wash Plan Trails	0.00	66,000.00	-66,000.00	0.0%
4055 · SBVMWD Spreading Agreement Reim	0.00	502,542.31	-502,542.31	0.0%
4060 · Property Income				
4062 · Mentone Property	0.00	100.00	-100.00	0.0%
Total 4060 · Property Income	0.00	100.00	-100.00	0.0%
4065 · Redlands Plaza	45,554.31	201,162.26	-155,607.95	22.65%
4066 · Redlands Plaza CAM	13,294.96	47,553.84	-34,258.88	27.96%
4999 · Trust Reimbursement-Wash Plan	0.00	0.00	0.00	0.0%
Total Income	1,553,583.72	5,037,111.91	-3,483,528.19	30.84%
Gross Profit	1,553,583.72	5,037,111.91	-3,483,528.19	30.84%
Expense				
5040 · Regional Programs				
5080 · LAFCO Contribution	2,579.88	2,579.88	0.00	100.0%
Total 5040 · Regional Programs	2,579.88	2,579.88	0.00	100.0%
5050 · Basin Cleaning	3,020.00	250,000.00	-246,980.00	1.21%
5100 · Professional Service				
5120 · Misc. Professional Services	79,030.87	477,500.00	-398,469.13	16.55%
5123 · Habitat Management-WP	38,407.59	87,589.78	-49,182.19	43.85%
5125 · Engineering Services	0.00	35,000.00	-35,000.00	0.0%
5127 · Project Accounting Services	0.00	7,500.00	-7,500.00	0.0%
5130 · Aerial Photography & Surveying	0.00	2,546.78	-2,546.78	0.0%
5155 · WP Trails Professional Services	0.00	100,000.00	-100,000.00	0.0%
5160 · IT Support	7,062.50	34,500.00	-27,437.50	20.47%
5170 · Audit	15,212.00	31,350.00	-16,138.00	48.52%
5180 · Legal	5,303.59	25,000.00	-19,696.41	21.21%
Total 5100 · Professional Service	145,016.55	800,986.56	-655,970.01	18.11%
5133 · Regional River HCP Contribution	0.00	30,000.00	-30,000.00	0.0%
5200 · Field Operations				
5210 · Equipment Maintenance	4,438.13	15,000.00	-10,561.87	29.59%
5215 · Property Maintenance	1,786.69	40,000.00	-38,213.31	4.47%
5225 · Field Clean Up-Illegal dumping	24,388.15	60,000.00	-35,611.85	40.65%
Total 5200 · Field Operations	30,612.97	115,000.00	-84,387.03	26.62%
5223 · Temp. Field Labor	0.00	10,000.00	-10,000.00	0.0%
5300 · Vehicle Operations				
5310 · Vehicle Maintenance	977.88	10,626.00	-9,648.12	9.2%
5320 · Fuel	4,026.52	35,000.00	-30,973.48	11.5%
Total 5300 · Vehicle Operations	5,004.40	45,626.00	-40,621.60	10.97%

	Jul - Sep 24	Budget	\$ Over Budget	% of Budget
5400 · Utilities				
5410 · Alarm Service	647.28	1,260.00	-612.72	51.37%
5420 · Electricity	4,189.27	11,032.00	-6,842.73	37.97%
5430 · Mobile Phone	1,325.00	7,507.51	-6,182.51	17.65%
5440 · Telephone	971.34	3,240.00	-2,268.66	29.98%
5450 · Natural Gas	3.12	2,350.00	-2,346.88	0.13%
5460 · Water / Trash / Sewer	895.25	4,489.72	-3,594.47	19.94%
5470 · Internet Services	860.51	3,257.38	-2,396.87	26.42%
Total 5400 · Utilities	8,891.77	33,136.61	-24,244.84	26.83%
6000 · General Administration				
6001 · General Administration - Other	2,817.27	6,000.00	-3,182.73	46.96%
6002 · Website Administration	783.97	6,300.00	-5,516.03	12.44%
6004 · Meeting Expenses	709.31	2,500.00	-1,790.69	28.37%
6006 · Permits	0.00	15,000.00	-15,000.00	0.0%
6007 · Inter District Costs	0.00	10,000.00	-10,000.00	0.0%
6009 · Licenses	0.00	2,000.00	-2,000.00	0.0%
6010 · Surety Bond	1,210.00	1,900.00	-690.00	63.68%
6012 · Office Maintenance	84.19	10,000.00	-9,915.81	0.84%
6013 · Office Lease Payment	8,333.34	50,000.00	-41,666.66	16.67%
6015 · Mentone House Maintenance	44.41	4,000.00	-3,955.59	1.11%
6016 · Redlands Plaza Maintenance	-54.07	20,000.00	-20,054.07	-0.27%
6018 · Janitorial Services	2,375.66	10,560.00	-8,184.34	22.5%
6019 · Janitorial Supplies	227.48	450.00	-222.52	50.55%
6020 · Vacancy Marketing-Redlands Plaz	0.00	5,000.00	-5,000.00	0.0%
6024 · Computer Equip Maint.	0.00	3,150.00	-3,150.00	0.0%
6026 · Redlands Plaza CAM expenses	9,181.36	47,553.84	-38,372.48	19.31%
6027 · Computer Software	3,754.33	23,250.00	-19,495.67	16.15%
6030 · Office Supplies	2,015.79	10,000.00	-7,984.21	20.16%
6033 · Office Equipment Rental	1,569.03	8,100.00	-6,530.97	19.37%
6036 · Printing	133.75	2,500.00	-2,366.25	5.35%
6039 · Postage and Overnight Delivery	310.00	1,200.00	-890.00	25.83%
6042 · Payroll Processing	889.79	5,000.00	-4,110.21	17.8%
6045 · Bank Service Charges	763.50	10,000.00	-9,236.50	7.64%
6051 · Uniforms	934.19	3,209.23	-2,275.04	29.11%
6060 · Outreach	15,209.10	130,000.00	-114,790.90	11.7%
6087 · Educational Reimbursement	225.00	5,000.00	-4,775.00	4.5%
6090 · Subscriptions/Publications	687.44	3,150.00	-2,462.56	21.82%
6091 · Public Notices	327.26	4,000.00	-3,672.74	8.18%
6093 · Memberships	20,987.58	37,582.60	-16,595.02	55.84%
Total 6000 · General Administration	73,519.68	437,405.67	-363,885.99	16.81%
6100 · Benefits				
6110 · Vision Insurance	993.72	3,734.85	-2,741.13	26.61%
6120 · Workers' Comp. Insurance	0.00	27,435.32	-27,435.32	0.0%
6130 · Dental Insurance	3,396.24	14,299.40	-10,903.16	23.75%
6150 · Medical Insurance				
6150.01 · Medical Employee Contribution	-6,572.48	-39,230.38	32,657.90	16.75%
6150 · Medical Insurance - Other	70,878.56	328,026.84	-257,148.28	21.61%
Total 6150 · Medical Insurance	64,306.08	288,796.46	-224,490.38	22.27%
6160 · Payroll Taxes-Employer	20,500.40	138,848.71	-118,348.31	14.77%
6170 · PERS Retirement				
6170.01 · PERS Employee Contributions	-13,894.37	-85,805.46	71,911.09	16.19%
6170.02 · 457 Plan Employee Contributions	-13,515.41	0.00	-13,515.41	100.0%
6170 · PERS Retirement - Other	70,494.17	333,292.72	-262,798.55	21.15%
Total 6170 · PERS Retirement	43,084.39	247,487.26	-204,402.87	17.41%
Total 6100 · Benefits	132,280.83	720,602.00	-588,321.17	18.36%
6200 · Salaries				
6230 · Regular Salaries	342,979.64	2,157,738.33	-1,814,758.69	15.9%
Total 6200 · Salaries	342,979.64	2,157,738.33	-1,814,758.69	15.9%
6300 · Insurance				
6310 · Property/ Auto Insurance	9,322.64	8,036.04	1,286.60	116.01%
6320 · General Liability Insurance	16,931.13	47,220.40	-30,289.27	35.86%
Total 6300 · Insurance	26,253.77	55,256.44	-29,002.67	47.51%

	Jul - Sep 24	Budget	\$ Over Budget	% of Budget
6400 · Board of Directors' Expenses				
6401 · Directors' Fees				
6401.5 · Payroll Taxes-Directors	744.93	0.00	744.93	100.0%
6401 · Directors' Fees - Other	9,720.00	110,600.00	-100,880.00	8.79%
Total 6401 · Directors' Fees	10,464.93	110,600.00	-100,135.07	9.46%
6410 · Mileage	73.70	5,324.00	-5,250.30	1.38%
6415 · Air Fare	659.96	4,882.81	-4,222.85	13.52%
6420 · Other Travel	0.00	665.50	-665.50	0.0%
6425 · Meals	94.74	4,658.50	-4,563.76	2.03%
6430 · Lodging	546.78	5,324.00	-4,777.22	10.27%
6435 · Conf/Seminar Registrations	750.00	6,655.00	-5,905.00	11.27%
6440 · Election Fees / Re-Districting	0.00	50,000.00	-50,000.00	0.0%
Total 6400 · Board of Directors' Expenses	12,590.11	188,109.81	-175,519.70	6.69%
6500 · Administrative/Staff Expenses				
6510 · Mileage	625.05	3,025.00	-2,399.95	20.66%
6515 · Air Fare	129.16	6,750.00	-6,620.84	1.91%
6520 · Travel, Other (rental car, taxi)	60.00	1,500.00	-1,440.00	4.0%
6525 · Meals	496.74	4,725.00	-4,228.26	10.51%
6530 · Lodging	339.25	8,800.00	-8,460.75	3.86%
6535 · Conf/Seminar Registrations	6,808.75	28,275.00	-21,466.25	24.08%
Total 6500 · Administrative/Staff Expenses	8,458.95	53,075.00	-44,616.05	15.94%
9999 · Contribution to Capital Maint.	0.00	50,000.00	-50,000.00	0.0%
Total Expense	791,208.55	4,949,516.30	-4,158,307.75	15.99%
Net Ordinary Income	762,375.17	87,595.61	674,779.56	870.34%
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	0.00	589,999.50	-589,999.50	0.0%
7120 · Property-Land Purchase	26,013.01	70,000.00	-43,986.99	37.16%
7126 · PERC Engr/Prof Services	56,563.00	2,419,256.35	-2,362,693.35	2.34%
7130 · Mentone Property (House)-CapRep	0.00	7,000.00	-7,000.00	0.0%
7140 · Mentone Property (Shop)-CapRep	22,985.49	854,204.37	-831,218.88	2.69%
7150 · Mill Creek Diversion	0.00	250,000.00	-250,000.00	0.0%
7151 · Mill Creek Permitting	17,783.89	187,101.11	-169,317.22	9.51%
7160 · Mendoza Property	0.00	137,000.00	-137,000.00	0.0%
Total 7100 · Land & Buildings	123,345.39	4,514,561.33	-4,391,215.94	2.73%
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	0.00	10,000.00	-10,000.00	0.0%
7220 · Computer Software	5,416.67	5,000.00	416.67	108.33%
7230 · Field Equipment / Vehicles	29,268.03	140,000.00	-110,731.97	20.91%
7240 · Office Equipment	0.00	30,400.00	-30,400.00	0.0%
Total 7200 · Equipment & Vehicles	34,684.70	185,400.00	-150,715.30	18.71%
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	158,030.09	4,836,961.33	-4,678,931.24	3.27%
Net Other Income	-158,030.09	-4,836,961.33	4,678,931.24	3.27%
Net Income	604,345.08	-4,749,365.72	5,353,710.80	-12.73%



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

Memorandum No. 2056

To: Board of Directors
From: David B. Cosgrove, General Counsel
Date: October 9, 2024
Subject: Extension of MOU and Lease Agreement with Steps 4 Life

RECOMMENDATION

Extend the Amendment to Memorandum of Understanding and Lease Agreement with Steps 4 Life for the provision of transitional housing support services to November 30, 2025, by exercising the option of the first of three one-year renewals in the Amendment.

BACKGROUND AND DISCUSSION

In November 2018, the Board approved a strategic partnership between the District and Steps 4 Life, a non-profit service agency focused on aiding persons experiencing homelessness. The parties entered into a Memorandum of Understanding and Lease Agreement by which the District leased the home on its property located at 2181 Mentone Boulevard in Mentone, California, to Steps for Life for use as transitional housing for a nominal amount. The District’s consideration under the lease was twofold: 1) Training and assistance of District staff by Steps 4 Life experts in dealing with issues affecting persons experiencing homelessness on public properties; and 2) Overall regional assistance toward alleviating homelessness and its effects in the community.

On November 9, 2022, the Board voted to approve the Amendment to Memorandum of Understanding and Lease Agreement (Amendment) to extend the lease term through November 30, 2024, with the option for up to three subsequent one-year extensions. Staff proposes exercising the first of three one-year extension options to extend the lease term to November 30, 2025. Staff also seeks Board direction on returning this item to the Board for additional one-year extensions under the existing Amendment, or delegation of authority to the General Manager to authorize additional extensions under the existing Amendment, if desired.

FISCAL IMPACT

Approval of the recommended action would extend the length of time during which the District would forgo the monthly market rental rate it might otherwise receive for the Mentone property. However, the benefits to over 90 persons who previously experienced homelessness who have been supported by Steps 4 Life at the Menton House over the term of the partnership is incalculable, as is the access to resources Steps 4 Life provides to the District in dealing with homelessness.

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Redlands, CA 92373
Phone: 909.793.2503
Fax: 909.793.0188
www.sbvwd.org Email: info@sbvwd.org

BOARD OF DIRECTORS

Division 1:
Richard Corneille
Division 2:
Hillary Jenkins

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

POTENTIAL MOTIONS

1. Extend the Amendment to Memorandum of Understanding and Lease Agreement with Steps 4 Life for the provision of transitional housing support services to November 30, 2025, by exercising the option of the first of three one-year renewals in the Amendment.
2. Delegate to the General Manager the authority to approve either the second, or third, extension under the Amendment, or both, without having to bring this matter back to the Board for further approvals, if desired.
3. Direct staff to notify Steps 4 Life that the Amendment will not be renewed with the same terms, or at all.
4. Provide other direction to staff.

ATTACHMENTS

Amendment to Memorandum of Understanding and Lease Agreement dated November 9, 2022

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING AND LEASE
AGREEMENT**

This Amendment to Memorandum of Understanding and Lease Agreement for the provision of transitional housing support services (“Amendment”) is made and entered into this 9th day of November, 2022 (“Effective Date”), by and between the San Bernardino Valley Water Conservation District, a California Water Conservation District duly formed and existing under California Water Code section 74000 *et seq.* (“District”) and Steps 4 Life Community Services, a 501(c)(3) nonprofit organization (“Lessee”). District and Lessee are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

RECITALS

A. WHEREAS, Lessee provides transitional housing support services to assist persons struggling with substance use disorders and mental illness to stay connected to the recovery community, thus improving their outcomes; and

B. WHEREAS, such transitional housing support services have been found to be critical to reducing recidivism, incarceration, and hospitalizations, and in successfully transitioning persons in recovery to become productive members of society; and

C. WHEREAS, District has a long history of seeking to provide the most value to the public at the lowest cost to communities and partners, and in that vein, wishes to develop a more comprehensive plan for addressing the problems associated with homelessness, while ensuring that the public’s health and safety are protected; and

D. WHEREAS, District manages significant lands within the Santa Ana and Mill Creek wash area which is not intended for nor appropriate for human habitation, and within which the District intends to apply its efforts to avoid its use by unsheltered homeless; and

E. WHEREAS, District likewise aims to assist in regional efforts to address the problems associated with homelessness, and to the extent it may do so consistent with fulfillment of its other mission objectives, wishes to contribute to such efforts by assisting in providing persons with the resources needed to overcome homelessness, including available transitional housing; and

F. WHEREAS, the District owns real property located at 2181 Mentone Blvd. Mentone, California, commonly known as “The Mentone House,” (the “Premises”), and wishes to rent the Premises to Lessee for use as transitional housing; and

G. WHEREAS, on or about November 1, 2018, the parties hereto entered into that certain “Memorandum Of Understanding And Lease Agreement,” (“Original Lease”) under which the District leased the Premises to Lessee in exchange for District’s provision of transitional housing, and Lessee’s aid to District in developing a more comprehensive plan for addressing homelessness, and providing training for District Staff and District Directors who work with the homeless population;

H. WHEREAS, that Original Lease expired effective November 2022, and the parties wish to continue the Original Lease to provide for District to lease to Lessee, and Lessee to lease from District, the Premises for Lessee's implementation of a transitional housing program for homeless individuals, on the terms and conditions set forth herein.

COVENANTS

Based upon the foregoing Recitals, which are incorporated into this Agreement by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, District and Lessee hereby agree as follows:

1. Amendment to Term of Lease. The term of the Original Lease, which continued through October 31, 2022, is hereby extended, effective retroactively from November 1, 2022, to November 30, 2024. Following that initial two-year renewed term, District in its sole discretion, has the option to renew the term of this Amendment annually for up to three (3) additional successive one (1) year terms, subject to all the same rights and responsibilities set forth in the Original Lease.

2. Section 17 of the original Lease is hereby amended to read as follows:

Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between District and Lessee shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing in the United States mail, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, certified or first-class mail, postage prepaid, addressed to:

To District: San Bernardino Valley Water Conservation District
Attn: ~~Daniel Cozad~~, General Manager
1630 West Redlands Blvd., Suite A
Redlands, California 92373

Updated on new p. 2

With a copy to: David B. Cosgrove, General Counsel
1630 West Redlands Blvd., Suite A
Redlands, California 92373
Email: dcosgrove@sbvwcd.org

To Lessee: Steps 4 Life Community Services
Attn: Cynthia McGuigan
301 9th Street
Redlands, CA, 92374
Email: cmcguigan@steps4lifecommunityservices.org

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following

H. WHEREAS, that Original Lease expired effective November 2022, and the parties wish to continue the Original Lease to provide for District to lease to Lessee, and Lessee to lease from District, the Premises for Lessee’s implementation of a transitional housing program for homeless individuals, on the terms and conditions set forth herein.

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Based upon the foregoing Recitals, which are incorporated into this Agreement by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, District and Lessee hereby agree as follows:

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2. Section 17 of the original Lease is hereby amended to read as follows:

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To District: San Bernardino Valley Water Conservation District
Attn: Betsy Miller, General Manager
1630 West Redlands Blvd., Suite A
Redlands, California 92373

With a copy to: David B. Cosgrove, General Counsel
1630 West Redlands Blvd., Suite A
Redlands, California 92373
Email: dcosgrove@sbvwcd.org

To Lessee: Steps 4 Life Community Services
Attn: Cynthia McGuigan
301 9th Street
Redlands, CA, 92374
Email: cmcguigan@steps4lifecommunityservices.org

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following

deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as either party may from time to time designate in writing.

3. Effect of Amendment. Except as specifically amended by this Amendment, or a subsequent amendment signed in writing by both Parties, the terms, conditions, rights, responsibilities, and provisions of the Original Lease remain in full force and effect throughout the term of this Amendment.

IN WITNESS WHEREOF, District and Lessee have entered into this Amendment as of the date set forth above.

“DISTRICT”

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT, a California
municipal corporation

By: Melody McDonald
Melody McDonald, Board President

APPROVED AS TO FORM:

David B. Cosgrove
David B. Cosgrove, General Counsel

“LESSEE”

By: Cynthia McGuigan
Its: Cynthia McGuigan, Executive Director

By: _____
Its: _____

APPROVED AS TO FORM:

Counsel



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2057

To: Board of Directors
From: Milan Mitrovich, Land Resources Manager
Date: October 9, 2024
**Subject: Contract with Jacinto Construction, Inc to Support Bureau of Land Management
Fuels Management Grant**

RECOMMENDATION

Approve the Contract Services Agreement for Mill Creek Basin Sediment Transport and Deposit with Jacinto Construction, Inc. for sand loading, hauling, and depositing services at an amount not-to-exceed \$200,940.

BACKGROUND AND DISCUSSION

On August 6, 2024, the Operations Committee reviewed the District’s draft Facilities Maintenance Plan, and provided direction to staff to prioritize removal of stockpiled materials within District facilities as resources allow. The proposed Agreement will remove approximately 10,000 cubic yards of sand stockpiled near Mill Creek Pond 1 for use in fuels reduction and habitat restoration efforts implemented as part of the San Bernardino Valley Community Wildfire Risk Reduction Measures grant funded by the California Fuels Management and Community Fire Assistance Program, awarded to the San Bernardino Valley Conservation Trust in July 2023.

Removal of this stockpiled sand will support efficient operations of the Mill Creek Groundwater Recharge Facility while also limiting wildfire risk by covering up to ten acres of dense, highly flammable patches of non-native grass near Railroad Line Road east of D-Dike near the District’s Santa Ana River recharge basins. In addition to ignition mitigation, the project will support Wash Plan goals by improving habitat conditions for San Bernardino kangaroo rat (SBKR) by being located within a matrix of over 100 acres that were treated with herbicide to reduce non-native grasses under the grant over the past year, creating a significant area of habitat with qualities known to support SBKR based on the results of Wash Plan monitoring.

As proposed, sand would be loaded and hauled by Jacinto Construction, who is recommended following a solicitation of five quotes and review of two received bids. Upon delivery of the sand, Nakae & Associates, the principal restoration contractor for the BLM grant, will spread the sand across target areas previously selected by District and consulting biologists contracted for the BLM grant following a site analysis in July.

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**GENERAL
MANAGER**

Betsy Miller

The work proposed under this contract falls within Resolution No. 617, approved by the Board on November 8, 2023, and qualifies as a ministerial project under CEQA because it 1) is limited to stockpiled material from the District’s basins, and implicates no new expansion of the extent or design capacity of such basins, 2) loading will be limited to District-approved locations outside of sensitive or endangered species habitats, and 3) hauling will occur on existing, previously-disturbed haul routes.

FISCAL IMPACT

Approval of the recommended action would result in the expenditure of up to \$130,415 from GL 5050 Basin Cleaning and \$70,525 from GL 5120 Professional Services, for a total of \$200,940. Costs for mobilization, preparation of the export site, loading, and hauling of the sand from the stockpile to the Borrow Pit (where stockpiled materials are normally stored prior to materials processing) is proposed to be funded by GL 5050, Basin Cleaning, with the additional hauling distance from the Borrow Pit to the BLM grant project area funded by GL 5120, Professional Services. The GL 5120 funds are from the Settlement Agreement and Release with D.R. Horton, used here to support an offsite restoration location in addition to on-going onsite restoration in accordance with the requirement under this agreement for the District to “assume full and sole responsibility” over restoration of the biological resources affected by this trespass onto District property. The hauling distance from Sand Pond 1 the Borrow Pit is 4.3 miles, and the additional distance from the Borrow Pit to the BLM grant site is 2.9 miles.

Task	Quoted Cost	Funding Source (FY25 Budget)
Mobilization	\$840	GL 5050
Prepare Export Site	\$1,100	GL 5050
Loader at Export Site	\$24,000	GL 5050
Export 10,000 Cubic Yards, Provide Dust Control	\$175,000	GL 5050 = \$130,415 (59.7%) GL 5120 = \$70,525 (40.3%)
Total	\$200,940	

POTENTIAL MOTIONS

1. Approve the Contract Services Agreement for Mill Creek Basin Sediment Transport and Deposit (Agreement) with Jacinto Construction, Inc. (Contractor), in substantially the form as Attachment A hereto, in an amount not-to-exceed for sand loading, hauling, and depositing services at an amount not-to-exceed \$200,940.
2. Approve the General Manager to execute a Contract Services Agreement for Mill Creek Basin Sediment Transport and Deposit (Agreement) with Jacinto Construction, Inc. (Contractor) in an amount not-to-exceed for sand loading, hauling, and depositing services at \$176,520, directing District staff to rent and operate the loader at an estimated cost of \$20,515, including direction to staff to prepare and the General Manager to execute modifications to the contract appended as Attachment A to incorporate business terms for the self-loading option, with the final form of such contract subject to the approval of District Counsel.
3. Provide alternative direction to staff.
4. Table the item to a future meeting for consideration.

ATTACHMENTS

Contract Services Agreement for Mill Creek Basin Sediment Transport and Deposit

CONTRACT SERVICES AGREEMENT

FOR

MILL CREEK BASIN SEDIMENT TRANSPORT AND DEPOSIT

THIS CONTRACT-SERVICES AGREEMENT FOR MILL CREEK BASIN SEDIMENT TRANSPORT AND DEPOSIT (“Agreement”) is made by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California special district (“District”), and Jacinto Construction, Inc., a California corporation (“Contractor”), and is effective upon signature by District and Contractor (collectively “the Parties”).

NOW THEREFORE, the Parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all the terms and conditions of this Agreement, Contractor shall pick up, load, haul, and deposit some ten thousand (10,000) cubic yards of sand, sediment, and related material from the District’s Mill Creek spreading basins, picking up from the loading point designated on the mapping shown in Attachment A as “Point A,” and, using super ten trucking equipment, shall convey such material over the haul route designated in the map attached hereto as Attachment A, to the deposition site reflected thereon as “Point B.” All loading activity, hauling, and deposition of hauled material shall be performed by Contractor, and shall occur exclusively at the locations specified in Attachment A. Hauled material shall be deposited in the areas identified as Point B in Attachment A, and offloading of hauled loads shall not occur more quickly than five (5) minutes per load, so as not to overwhelm personnel at the deposition site for the hauled material’s purpose for interim stockpiling, and eventual use in habitat management and enhancement activities. Hauling equipment will be limited to “Super Tens,” the loading of which shall be performed by Jacinto Construction, Inc. Speed limits for all vehicles traversing dirt roads in furtherance of the hauling activity contemplated by this Agreement shall be no more than fifteen (15) miles per hour. All stockpiling at the Point B deposition site shall be per specifications and directions as shall be provided to Contractor by District. Contractor shall be responsible for all water supplies needed to accomplish effective dust suppression for all work provided hereunder, including any permits required to secure same; District may provide access to water sources, if available. Such work is referred to herein as the “Scope of Services.” Contractor warrants that all work and services hereunder will be performed in a competent, professional, and satisfactory manner, consistent with standards of performance prevailing in Contractor’s industry.

1.2 Authorization to Begin. Contractor shall begin work or services upon receipt of a written Notice to Proceed. No work or services other than that described in Section 1.1 above shall be initiated by the Contractor without express authorization of District and documented as a Change Order to this Agreement.

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

1.4 Licenses, Permits, Fees, and Assessments. Contractor 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.

1.5 Time for Compliance. Contractor's services shall be completed no later than November 20, 2024.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Contractor shall be paid a fee of Two Hundred Thousand Nine Hundred Forty Dollars (\$200,940.00) ("Contract Price"). Such amount shall be computed on a unit basis of Nineteen Dollars and Ninety Cents (\$19.90) per ton. Contractor shall provide to District certified daily counts of truckloads of material excavated and removed, along with aggregate totals since the inception of the work, which counts shall at all times be subject to field verification by District's Contract Officer or his or her designee. The total value amount of material excavated and removed shall not exceed the Contract Price without prior written authorization from the District's Contract Officer, and any invoices for material whose value exceeds the Contract Price, without prior written authorization of the District's Contract Officer, shall not be paid.

2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid upon completion the items described in the Scope of Services after submission of a written invoice, provided that before payment of the final invoice, all work authorized by District shall be completed, in a manner acceptable to the District.

2.3 Content of Invoices. Each invoice submitted by Contractor shall reflect the amount of work performed for each bid item, including quantities of material excavated, hauled, or otherwise removed. Invoices without this information shall not be paid.

2.4 Additional Work or Change Order. Any work performed by Contractor not specified in the Scope of Services shall not be paid for unless and until such work has been specifically directed by the District in writing, or approved in writing by the District after Contractor submits a written Change Order, detailing the work not earlier described within the Scope of Services that will be performed pursuant to the Change Order. The District, acting by and through the Contract Officer, may approve, partially approve, or disapprove any requested Change Order, in its sole and absolute discretion, provided, however, that the cumulative amount of additional expenditures under Change Order approvals permitted to be approved by the Contract officer shall not in any event exceed ten percent (10%) of the original Contract Sum, unless previously authorized by the District's Board of Directors.

3.0 COORDINATION OF WORK

3.1 Representative of Contractor. Eric Nixon is hereby designated as the principal representative of Contractor, authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith. A substitution of the designated representative must be approved in advance by District.

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

3.3 Prohibition Against Subcontracting or Assignment. Contractor shall not contract with any entity to perform in whole or in part the work and services required of Contractor by this Agreement without the prior express written approval of 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 District. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. Neither Contractor nor any of its employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from District; and neither Contractor nor any of its employees shall be paid by District time and one-half for working in excess of forty (40) hours in any one week. District is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Contractor 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:

4.1.1 Workers’ Compensation Insurance. By signature hereunder, Contractor certifies that Contractor 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 Contractor will comply with such provisions before commencing the performance or the work of this Agreement.

4.1.2 Workers' Compensation and Employer's Liability Insurance. Contractor and all sub-contractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through approved sub-contractors 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. Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000.00 per accident for bodily injury and disease.

4.1.3 Liability Insurance. Contractor shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance:

(a) Coverage. Coverage shall be at least as broad as the following:

(1) Commercial General Liability. Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of one million dollars (\$1,000,000.00) 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 District) or the general aggregate limit shall be twice the required occurrence limit.

(2) Professional Liability. Professional Liability appropriate to Contractor's profession covering Contractor's wrongful acts, negligent actions, errors, or omissions in the amount of one million dollars (\$1,000,000.00) per claim and annual aggregate.

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

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

(d) Deductibles and Self-Insured Retention. Any deductible or self-insurance retention must be declared to and approved by District. At the District's option, the insurer shall reduce or eliminate such deductibles or self-insured retention.

(e) 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 District.

(f) Evidences and Cancellation of Insurance. Prior to execution of this Agreement, Contractor shall file with District evidence of insurance satisfactory to District. The insurer will give by U.S. mail written notice to 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. Contractor shall, upon demand of District, deliver to District all such policy or policies of insurance and the receipts for payment of premiums thereon.

(g) Sub-Contractors. In the event that Contractor is approved to employ other contractors as part of the services covered by this Agreement, it shall be Contractor's responsibility to confirm that each sub-contractor meets the minimum insurance requirements specified above.

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

4.2.1 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 Contractor, or any directors, officers, employees or designated volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor 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 Contractor's willful or negligent acts, errors, or omissions committed or alleged to have been committed, except in those cases where District is solely liable.

4.2.2 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 Contractor, except in those cases where District is solely liable.

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

4.2.4 Contractor 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 previously mentioned suits, actions or other legal proceedings.

4.2.5 Contractor 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.

4.2.6 Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by District, or its directors, officers, employees, or designated volunteers.

4.3 Laws, Regulations and Permits; Prevailing Wage. Contractor shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work, including laws relating to payment of prevailing wages. District has advised Contractor the services called for under this Agreement are subject to the payment of prevailing wages, and Contractor shall assure that all persons working on Contractor's behalf, and all approved subcontractors, pay such prevailing wages, and maintain such payroll and other records as are fully compliant with such requirements. Contractor is responsible for meeting all requirements for payment of prevailing wages, use of apprentices or apprenticeships, and all payroll and other administrative recordkeeping to comply with all applicable requirements of same. District shall file with the California Department of Industrial Relations ("DIR") the applicable notice for the services to be provided hereunder, and shall provide the Contractor the DIR Project I.D. number for Contractor's reporting and compliance obligations in connection therewith. Contractor shall be liable for all violations of the law in connection with work furnished by Contractor, including any fines, penalties, or interest related to same.

4.4 Safety. Contractor shall execute and maintain Contractor's work to avoid injury or damage to any person or property. In carrying out the work, Contractor 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 full compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations.

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, but no later than November 20, 2024, unless extended by mutual consent, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS PROVISIONS

6.1 Covenant Against Discrimination. Contractor covenants for itself, its heirs, executors/assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) as the same may be amended from time to time.

6.2 Non-liability of District Officers and Employees. No officer, official, employee, agent,

representative, or volunteer of the District shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by the District, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of 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. Contractor 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. Unless otherwise provided herein, all notices required to be delivered under this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by overnight document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by overnight mail shall be effective at 5:00 p.m. on the business day following dispatch. Notices to the District and Contractor shall be delivered to the following addresses:

District	General Manager San Bernardino Valley Water Conservation District 1630 West Redlands Boulevard, Suite A Redlands, CA 92373-8032
Contractor	President Larry Jacinto Construction, Inc P.O. Box 615 Mentone, CA 92359

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. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants, and conditions of this Agreement.

6.6 Integration. 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.

6.7 Integration and Amendment. This Agreement contains the entire agreement between the parties, and supersedes all prior negotiations or representations made by any party with respect to the subject matters encompassed herein. This Agreement may only be amended by the mutual consent of the Parties by an instrument in writing, signed by both parties.

6.8 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.

6.9 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.

6.10 Attorney's Fees. In any action between the Parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment or other resolution in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses including, but not limited to, reasonable attorneys' fees, expert witness fees, and court costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

6.11 Termination. District may terminate this Agreement, upon giving five (5) days' notice in writing to Contractor. The indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Contractor on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Contractor 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 arising from the performance of the work hereunder, including any termination of this Agreement, Contractor and District shall meet and confer 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 five (5) 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) he or she is 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.

[Signature Page to Follow]

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

“DISTRICT”

**SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT**

By: _____

Melody McDonald
President

Date: _____

APPROVED AS TO FORM:

By: _____

David B. Cosgrove, General Counsel

“CONTRACTOR”

_____.





By: _____

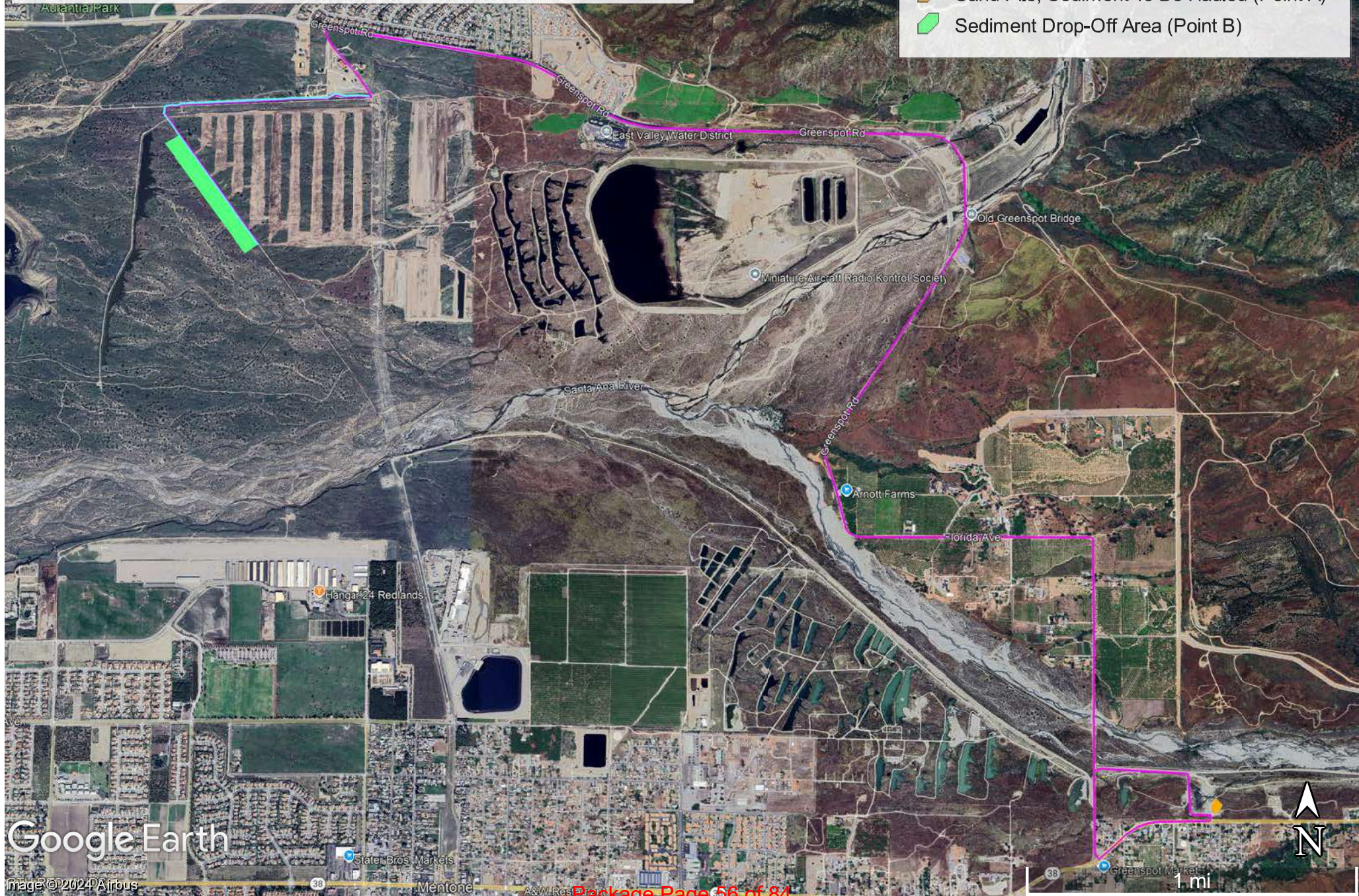
Date: _____

Sediment Hauling Route

- Haul (and potentially load) sand in Super Tens from Point A to Point B
- Water truck will need to wet dirt road between trucks to prevent dust
- Speed limit in dirt roads not to exceed 15mph

Legend

-  Dirt Road (Water truck to wet dirt road)
-  Haul Route
-  Sand Pile, Sediment To Be Hauled (Point A)
-  Sediment Drop-Off Area (Point B)





San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2058

To: Board of Directors

From: Betsy Miller, General Manager

Date: October 9, 2024

Subject: Agreement for Consulting Engineering Services with E-PUR LLC

RECOMMENDATION

Authorize the Amendment to the Agreement for Consulting Engineering Services (Amendment) with E-PUR LLC to support the PERC, in an amount not to exceed \$118,400.

BACKGROUND AND DISCUSSION

On November 14, 2018, the Board approved the Partnership Agreement for Joint Active Recharge Project Development under the Upper Santa Ana River Habitat Conservation Plan (HCP) with San Bernardino Valley Municipal Water District, which provided conservation easements on Conservation District-owned lands to meet HCP mitigation requirements in exchange for funds dedicated to increasing local groundwater recharge through analysis, design, and construction of specific planned active recharge projects initially conceptualized by Valley District (e.g., PERC projects). During the five years of the Partnership Agreement to date, the Conservation District team has undertaken feasibility studies for nine potential recharge locations, which are currently in process with key analyses underway.

On January 10, 2024, the Board approved an Agreement for Consulting Engineering Services (Agreement) with E-PUR LLC to ensure continued progress on the PERC projects and other District engineering needs following the retirement of the retired annuitant PERC Engineer in December 2023.

On May 15, 2024, the Board amended the initial agreement to extend the of the contract from May 17, 2024, through October 16, 2024. The proposed updated Agreement before the Board today includes the following updated terms:

- Reduces the hours from 40 to 25 hours per week, with provision for up to 40 additional hours per month (up to 160 additional hours total over the 4-month contract term).
 - Time will be compensated at \$25,000 per month for the four-month contract term.
 - Time in excess of 25 hours per week, as approved by the General Manager, will be compensated at \$115/hour up to a total of 160 hours over the contract term.
- Extends the term of the contract from October 16, 2024, through February 15, 2024.

FISCAL IMPACT

Approval of the recommended action would result in an expenditure of up to a total of \$118,400 from GL 7126 PERC Engineering/Professional Services.

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

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
Hillary Jenkins

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

POTENTIAL MOTIONS

1. Authorize the Amendment to the Agreement for Consulting Engineering Services with E-PUR LLC to support PERC in an amount not to exceed \$118,646.
2. Provide other directions to staff.

ATTACHMENTS

Agreement for Consulting Engineering Services

AGREEMENT FOR CONSULTING ENGINEERING SERVICES

This AGREEMENT FOR CONSULTING ENGINEERING SERVICES (“Agreement”) is entered into and effective the 16th of October, 2024, (“Effective Date”) by and between the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a public agency and water conservation district duly formed and existing under the Water Conservation Act, California Water Code sections 74000 *et seq.* (“District”) and EPUR LLC an Oregon Limited Liability Company licensed to do business in California (“Consultant”) on the terms and conditions stated herein.

1. Duties of Consultant

A. District hereby agrees to retain Consultant, and Consultant hereby accepts such retention with District, as District’s Consulting Chief Engineer, beginning on the Effective Date. The Consultant shall report to the District’s General Manager and shall provide professional engineering services and other technical services in the following areas:

(1) Formulate and oversee feasibility studies, design, construction bidding and award processes, including formulation of contract specifications therefor, and initial operation and maintenance of facilities contemplated as part of the District’s Program for the Expansion of Recharge Capacity (“PERC”). The PERC is a regional water conservation and groundwater storage enhancement project, under which the District is investigating the possibility of joint use of properties and facilities of the San Bernardino County Flood Control District (“Flood”) for both flood control and water storage and groundwater recharge activities, as well as improvements to the District’s Mill Creek Groundwater Recharge Facility.

(2) Formulate and oversee the District project to update the historic Integrated Santa Ana River Model (ISARM) developed by SBVMWD to assess and illustrate the effects of District operations from 1912 to 2023.

(3) Provide regional coordination on groundwater-management model refinements with SBVMWD, City of San Bernardino, and other water management entities for the San Bernardino groundwater subbasin; this includes leading District efforts in the model refinement project referred to as the San Bernardino Basins Model being led by SBVMWD.

(4) Assist in the Forecast Informed Reservoir Operations (FIRO) project for Seven Oaks Dam by Valley District, Army Corps of Engineers, and Center for Western Weather Extremes at UCSD.

(5) Prepare and present engineering updates to the Board of Directors at its monthly meetings on any topics within Consultant’s scope of services.

B. Term of Agreement

This Agreement shall commence as of October 16, 2024, and shall remain in effect until February 15, 2025 (a period of 4 months), unless terminated earlier in accordance with the provisions of this Agreement. This Agreement may be extended beyond its initial termination date by mutual written agreement of the parties, for an additional term as may be mutually agreeable.

C. On-Site Presence

Consultant shall be entitled to the use of District offices, facilities, computer equipment, support staff, and supplies while on-site at District offices, subject to the approval of the General Manager. The parties acknowledge, understand, and agree that personally interfacing with District staff, and District's intergovernmental and private partners, will be an important part of Consultant's anticipated duties, and toward this end, Consultant shall be present at the District offices in the performance of his duties for no less than one (1) five-day work week per month during the term of this Agreement. Additional time for Consultant to be present at District offices shall constitute additional time and be compensated as such under the terms of Compensation.

D. Representation

Consultant shall be entitled to and shall utilize the email and information technology (IT) infrastructure of the District, for example its email domain and nomenclature assigned, when performing Services for the District under the Agreement. Consultant shall represent the District as an adjunct staff member of the District when interacting with the public and District project and community stakeholders. Consultant shall not have any delegated authority on behalf of the District under this Agreement but will serve in a review and advisory capacity when providing Services.

2. Termination

This Agreement may be terminated by either party, with or without cause, upon no less than ninety (90) day's written notice to the other party, or upon such notice as is equivalent to the number of days remaining on the Agreement's term under Section 1(B) above, whichever is shorter. In the event of such termination, Consultant and District may, by mutual agreement, extend Consultant's termination date beyond the ninety (90) day notice period, provide for an earlier termination date, but in no event shall the time period required for Termination Notice extend this Agreement beyond February 15, 2025.

3. Compensation

Consultant shall be paid monthly for services rendered, based upon an anticipated work schedule of 100 hours per month ("work schedule"), at a monthly retention of twenty-five thousand dollars (\$25,000.00) over the four (4) month term of this Agreement. Invoicing and time accrued will be posted on the 15th of each month during the term of this Agreement constituting an "Agreement Month". Time requested and authorized by the General Manager beyond 100 hours in an Agreement Month shall be compensated at an hourly rate of \$115/hour for "extra time". Time in District offices beyond one week per calendar month authorized and approved by the General Manager shall be compensated at this "extra time" hourly rate. Provided that Consultant is not in default under the terms of the Agreement, Consultant shall be paid promptly upon receipt of an invoice at the end of a calendar month, reflecting a general description of the work performed, and time over the preceding month as authorized and approved by the General Manager.

Consultant represents and agrees that the services to be performed by this Agreement are special, unique, unusual, extraordinary, and of an intellectual character, that gives him a peculiar

value to the District, the loss of which cannot be reasonably or adequately compensated for monetary damages.

4. Expense Reimbursement

Consultant shall be reimbursed for actual mileage travelled in Consultant's own automobile, for such meetings and other events outside of the District's main offices as District reasonably requires Consultant to attend. Mileage for commuting to and from Consultant's residence to the District offices shall not be eligible for reimbursement. Reimbursement shall be at the IRS forced mileage rate then in effect. Consultant shall maintain collision and liability insurance on any automobile Consultant uses for any District business, at Consultant's own expense, with coverage no less than \$100,000 per occurrence, \$300,000 per incident.

5. Standard of Care: Compliance with Law

Consultant agrees that the Services provided under the Agreement shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession practicing contemporaneously under similar conditions, circumstances, and in a similar locality, and in accordance with the generally accepted industry standards prevailing at the time the Services are performed. No other provisions of this Agreement, or in any of Consultant's work products, will impose a higher standard of care. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and permits in effect at the time in performing the Services

6. Insurance

During the terms of this Agreement Consultant shall maintain the following insurance coverage and policies: Commercial General (\$1,000,000 per occurrence), Contractual Liability Insurance (\$1,000,000 per claim), Comprehensive Automobile Liability for Non-Owned and Hired Automobiles Insurance (\$1,000,000 per occurrence), Environmental Professional Liability (\$1,000,000 per claim) and Pollution Legal Liability (\$1,000,000 per claim)

7. Integration

This Agreement contains the entire agreement between the District and Consultant, and supersedes any and all prior negotiations, representations, or agreements, oral, written or otherwise. This Agreement may only be modified by an instrument in writing signed by both parties and approved by District's Board of Directors.

8. Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by any other party shall not be deemed the waiver of that term, covenant, or condition, nor shall waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9. Governing Law

This Agreement is entered into, and is to be governed by, the laws of the State of California.

10. Confidentiality

All communications between Consultant, District and District's attorneys will be regarded as confidential. This Confidentiality provision shall remain in effect beyond the term of this Agreement.

11. Conflicts of Interest.

Consultant shall not undertake to perform any services for other persons or entities which will prevent Consultant from performing the Services under this Agreement. Consultant shall not perform any services for other persons or entities that may adversely affect District's interests unless District consents in writing, after full and complete disclosure; such consent shall not be unreasonably withheld. Where a potential conflict of interest exists, Consultant shall promptly disclose and discuss such potential conflict with District.

12. Dispute Resolution.

In the event of any dispute, claim, cause of action, or other disagreement arising from or relating to this Agreement, the complaining party shall notify the non-complaining party, by certified mail, of the existence of a claim or dispute. The parties shall, in good faith, use their best efforts to settle such dispute, claim, and cause of action, question, or disagreement. If they do not reach a just and equitable solution satisfactory to both parties within thirty (30) calendar days after receipt of the written notice, then the parties agree to submit the dispute to mediation.

In the event that a claim is made by one party against the other, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of the Services or any breach of the Agreement, then the substantially prevailing party shall be entitled to recover all costs and fees, including but not limited to, attorney's fees, expert witness fees, and court costs, and including costs and fees of appeal, from the non-prevailing party. [The remainder of this page is intentionally left blank.]

13. Severance

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, unconstitutional or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way.

Dated: October 9, 2024

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____
Melody McDonald, President
“District”

Dated: October 9, 2024

E-PUR LLC

By: _____
John M. Lambie, P.E., C.E.G., P.G.
“On Behalf of Consultant EPUR LLC”



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2059

To: Board of Directors
From: Betsy Miller, General Manager
Date: October 9, 2024
Subject: Contract Extension with Thunderwheel for Public Relations Services

RECOMMENDATION

Approve the Contract Services Agreement for Public Information and Outreach Professional Services with Thunderwheel Communications in an amount not to exceed \$45,000.

BACKGROUND AND DISCUSSION

On December 13, 2017, the Board approved a Contract Services Agreement for Professional Services with Thunderwheel Communication. Thunderwheel Communication has provided significant outreach and PR services for the District under this and subsequent contracts, including media training, event support, website modernization, social media, video creation, and preparation of successful award applications, press releases, news articles, and annual reports.

Following recent changes in staffing at Thunderwheel Communication, staff has prepared an updated contract with a modified scope of work to focus efforts on specific public relations tasks, including continued preparation of the annual report and monthly newsletters, press releases, and social media. The District may seek to augment important PR services no longer provided by Thunderwheel through other consultants and/or staff training.

This item was reviewed by the Outreach and Communications Committee on September 25, 2024.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$45,000 from GL 6060 Outreach.

POTENTIAL MOTIONS

1. Approve the Contract Services Agreement for Public Information and Outreach Professional Services with Thunderwheel Communications in an amount not to exceed \$45,000.
2. Provide other directions to staff.

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

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
Hillary Jenkins

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

ATTACHMENTS

Contract Services Agreement for Public Information and Outreach Professional Services

**CONTRACT SERVICES AGREEMENT FOR PUBLIC INFORMATION AND
OUTREACH PROFESSIONAL SERVICES**

THIS CONTRACT SERVICES AGREEMENT FOR PUBLIC INFORMATION AND OUTREACH PROFESSIONAL SERVICES ("Agreement") is hereby entered into by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Special District ("SBVWCD" or "District"), and **THUNDERWHEEL COMMUNICATIONS** ("Consultant"), is effective October 9, 2024. ("Effective Date").

NOW THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall provide Outreach Services in accordance with the Scope of Work attached as Attachment A hereto. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner, consistent with prevailing professional standards for public information and public relations outreach professionals in the community.

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

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement as described as within the scope of the Scope of Services listed in Attachment A hereto, the Consultant shall be paid a monthly rate of Three Thousand Four Hundred dollars (\$3,400.00) for a total payment of Forty Thousand Eight Hundred Dollars (\$40,800.00) Additional services, whether described as outside the Scope of Services in Attachment A, or as otherwise might be requested by the District's Contract Officer and agreed to be performed by Consultant, shall be billed on a time and materials basis at the hourly rate of One Hundred Twenty Five dollars (\$125.00), up to a total contract amount of no more than Forty-five Thousand Dollars (\$45,000). Any additional work or services, not included within the Scope of Services attached hereto, shall not be performed, or paid without prior written authorization by the District. Such compensation amounts exclude outside expenses, such as graphic design, printing, videography and editing, wire and/or

license fees, web development, and paid social posts, which may be reimbursed to Consultant at their actual costs, without markup or administrative overhead charges, upon prior written authorization by the District's Contract Officer prior to the time such charges are incurred by Consultant.

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, the Consultant shall be paid monthly as work is completed for tasks described in the Scope of Services, under submission of an invoice, provided that prior to payment of the final invoice, all work authorized by the District shall be completed including delivery of final documentation.

2.3 Content of Invoices. Each invoice submitted by the Consultant shall reflect the amount of time; a detailed narrative description of the work performed within that time by each employee or sub-consultant for each task, and any materials or other direct costs. Invoices without this information shall not be paid.

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

4.1-01 Workers' Compensation Insurance. By signature hereunder, Consultant certifies

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

4.1-02 Workers' Compensation and Employer's Liability Insurance. The Consultant and all sub-consultants shall cover or insure under the applicable laws relating to workers compensation insurance, each of their employees involved in any way in carrying out the work contemplated under this Agreement, all in accordance with the Worker's Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective October 9, 2024, and shall continue in full force and effect until June 30, 2025, unless extended by mutual written consent, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS

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

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

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

consideration for obtaining this Agreement.

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the Contract Officer, San Bernardino Valley Conservation District, 1630 W. Redlands Boulevard, Suite A, Redlands, CA 92373-0581, bmiller@sbvwcd.org, and in the case of the Consultant, to Kim Munkres, 1406 Garden Street, Redlands, Ca 92373; kimberlimunkres@gmail.com.

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 or extended only by the mutual consent of the parties and only by an instrument in writing.

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

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

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

6.10 Ownership of Work. All work performed by the Consultant hereunder shall be the exclusive property of the District, and shall be kept confidential by the Consultant unless otherwise directed by the District or required by law. The Consultant shall provide to the District all notes, maps, schedules, graphs, worksheets, reports, computer databases and programs, or any other analysis or analytical tools created or produced by the Consultant in connection with its work

performed hereunder ("work"), no later than the time of the completion of the Consultant's work or earlier termination of this Agreement under Section 6. 11 below. The Consultant shall not disclose or utilize its work under this Contract in any other assignment or for any other purpose, or otherwise disclose or utilize such work, without the prior written consent of the District, which consent shall not be unreasonably withheld.

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

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

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

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

SAN BERNARDINO VALLEY
CONSERVATION DISTRICT

By: _____
Melody McDonald, President

Date: _____

CONSULTANT: THUNDERWHEEL
COMMUNICATIONS

By: _____
Kim Munkres, President

Date: _____

ATTACHMENT A
SCOPE OF SERVICES

Consultant's services hereunder shall be performed with the purpose of achieving the following objectives:

1. Support for the District's strategic and business initiatives to capitalize upon awareness opportunities as they arise.
2. Provide strategic communications counsel and crisis support as needed, including counsel for in-house communications staff if needed.
3. Continue the District's media relations initiative with an ongoing focus on state and national water and government publications, websites, and blogs.
4. Grow followers and readership of the District's social media channels and newsletter.
5. Showcase the District's accomplishments through existing and additional channels (i.e., annual report, social media, and media relations).
6. Revisit and refine the District's social media strategy to better support thought leadership and community engagement.

Towards such ends, Consultant shall perform all of the following functions:

1. Participate in a once-monthly PR meeting
2. Provide communications counsel and planning
3. Coordinate and draft Annual Report of Accomplishments
4. Prepare and distribute monthly newsletter, including updating and maintaining newsletter subscription database in collaboration with staff
5. Attend up to 2 Board of Directors or board committee meetings
6. Develop and write press releases/pitches, as may be requested by the District's Contract Officer
7. Advise and assist the District in media relations
8. Coordinate and place up to 3 wire releases, as may be requested by the District's Contract Officer
9. Provide crisis communications support, as may be requested by the District's Contract Officer
10. Provide regular social media posting (plus paid placements for newsletter subscribers, channels followers, and key news
11. Media training, as may be requested by the District's Contract Officer

The following are outside the Scope of Services, and if requested by the Contract Officer, may be billed by Consultant on a time and materials basis at an hourly rate of One Hundred Twenty-Five dollars (\$125) per hour:

1. Video and photography
2. Award applications

Environmental Update
as of September 27, 2024

Wash Plan Implementation – Monitoring Activities

- *San Bernardino Kangaroo Rat (SBKR) Monitoring Program:*
Fall trapping of SBKR in the Wash Plan Preserve began on September 3, conducted by Origin Biological. A total of 101 plots (91 permanent, 10 random) will be trapped in September and October. An additional 32 plots (28 permanent, 4 random) will be trapped at Mill Creek in line with the Wash Plan and the draft Conservation Benefit Agreement.

Wash Plan Implementation – Management Activities

- *Slender-horned Spineflower (SHSF) Restoration Program:*
The SHSF restoration primer was finalized and shared with the Wildlife Agencies and past SHSF Working Group members on September 20. This document outlines the District’s progress and key steps for restoring SHSF since the Wash Plan was signed in 2020.
- In September, District staff began discussions with Dudek and the California Botanic Garden to start a second round of out-planting trials and a third round of seed bulking activities this fall. Due to funding limitations, the District will lead this work, with California Botanic Garden support, in 2025.
- *California Gnatcatcher (CAGN) Management:*
Discussions began on September 23 with Melody Aimar from the Santa Ana Watershed Association to develop a brown-headed cowbird trapping program. Trapping, planned for spring and summer 2025, aims to increase reproductive success of the California gnatcatcher and the least Bell’s vireo.
- *BLM Fuels Management Grant:*
On September 18, District staff hosted a field tour for potential bidders, following a request for proposals issued on September 13. The project involves hauling sand from the Mill Creek Facilities to the Wash Plan Preserve to manage fuel loads and improve SBKR habitat.

Wash Plan Implementation – Organizational Structure, Planning, and Reporting

- On September 6, District staff shared Certificate of Inclusion guidelines and applications with the City of Redlands for a new well and connector pipeline on Orange Street (Covered Activity High.13 in the Wash Plan).

Wash Plan Programmatic Permits

- *USACE 404 Programmatic Individual Agreement:*
District staff and AECOM continue weekly meetings with USACE to complete the

Environmental Assessment (EA) and finalize the standard individual permit by the end of 2024.

- *State Permitting for Mining Activities:*
Discussions with CDFW, Robertson's Ready Mix, and CEMEX are ongoing to identify a state permitting process that allows mining activities under the Wash Plan to proceed in 2024.

Mill Creek Diversion and Debris Management Project

- On September 3, District staff surveyed areas temporarily impacted by construction and mapped areas for invasive plant treatment. Native seeds were collected for restoration, per the project's Stream Alteration Agreement with CDFW.

Community Mitigation Program

- Following an August 13 field meeting with CDFW and TREH Partners, District staff met with USFWS and TREH on September 24 to discuss habitat improvement plans for a Mentone property near the Mill Creek Facilities. This property may be used as compensatory mitigation for a Highland development project.

Partnership Activities

- At the request of USFWS, District staff participated in SBKR critical habitat surveys in the Etiwanda Fan and Mill Creek on September 17 and 19. Data will support the development of a regional SBKR monitoring program by the U.S. Geological Survey and USFWS.

Engineering Update
as of September 27, 2024

Mentone Shop

- Construction has halted following notice by the contractor that they can no longer complete the project
- District staff are pursuing next steps per the contract to complete the project

Enhanced Recharge Phase 1B

- Rough Grading of basins J, K, and L continue
- Pipe placement between inlet structures in ongoing
- Completing work on final drop structures

PERC (Active Recharge Transfer) Projects

Additional development of the multiple-objectives decision-support-system (MODSS) was completed in September.

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

- The contract amendment approved by the Board was implemented, focusing on hydraulics and grading for alternative designs.
- On 9/11, Conservation District staff met with Valley and Flood Districts to review project alternatives at Waterman Percolation Basin, Twin Creeks Spreading Grounds, and Lynwood Basins, seeking feedback on flaws and guidance for hydraulic analysis.
- Alternatives under analysis include:
 - Waterman: Operational and Grading alternatives.
 - Twin Creek: Operational, small, and large grading alternatives.
 - Lynwood: Operational alternative to divert post-storm flows to the basins.
- Hydrology models were developed for various storm conditions using Valley District's input on FIRO scenarios.
- Infiltration rates for Waterman Basins were analyzed and discussed with Tetra Tech, incorporating clean and clogged basin rates into hydraulic models.
- Hydraulic modeling runs began at Waterman, but completing all three locations by early November may be a challenge.

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

- CASC compiled historic stormwater data in September.
- The project team discussed diversion and basin sizing for Plunge and Oak Creek sites.
- Work is behind schedule, and regular meetings are being held to ensure progress.

PERC Projects: Mill Creek (Q3 Consulting Team)

- Q3 modeled five operational scenarios for Mill Creek's Alternative 1 in September.

- Basin maintenance plans were discussed internally, with modeling to follow in October.
- Alternative 2, aimed at recirculating water, was identified and discussed with Redlands regarding the Hinckley Water Treatment Plant.
- Alternative 3 features preliminary development, focusing on FIRO flows, maximum grading, and peak flow conditions. Q3 is also modeling two additional grading alternatives.

Upper SAR Watershed Models for Surface Water to Groundwater Interaction

- City of San Bernardino provided data, and initial modeling began in late September. Final results are expected in Q4.

San Bernardino Basins Model Development with Valley District

- The draft RFP was circulated for review, and is expected to be posted in October.

General Manager's Report



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

October 2024

Betsy Miller, General Manager

To implement the Board’s Goals and directed actions, significant staff resources were allocated last month to groundwater recharge, PERC, the audit and filling the vacant Board Secretary role.

SEPTEMBER 2024 HIGHLIGHTS

- District recharge for WY24 totals 74,958 AF, including in-stream recharge.

💧 Water Conservation Update 💧

Santa Ana River and Mill Creek continue to receive flows from snowmelt and the State Water Project (SWP). Total District recharge in WY24 is 74,958 AF to date, including 25,525 of SWP water.

AUGUST 2024 RECHARGE SUMMARY		
Mill Creek	Santa Ana River	Plunge Creek
968 AF <i>(including 792 AF SWP)</i>	3,052 AF <i>(including 1,584 AF SWP)</i>	33 AF

Administrative Updates

TOPIC	PERSONNEL	GOAL #	1
<u>Employee Anniversaries</u> <ul style="list-style-type: none"> • Becca Martin, 2 years (10/3) 			
<u>Separations</u> <ul style="list-style-type: none"> • Laura Torres accepted a role at the County of Riverside Flood Control District, with her final day at the District on October 3. 			
All District staff, their families and homes were safe during the Line Fire.			
TOPIC	FINANCE	GOAL #	1
<ul style="list-style-type: none"> • Significant work has been completed towards the FY24 Audit 			
TOPIC	PROPERTY	GOAL #	1

Redlands Plaza

- Discussions are underway regarding the relocation of tenants to support expansion of District offices

Project and Program Updates

PROJECT	PROGRAM FOR EXPANSION OF RECHARGE CAPACITY (PERC)	GOAL #	1, 2, 4
<ul style="list-style-type: none">• Refer to Engineering Update for details			
PROJECT	ENHANCED RECHARGE	GOAL #	1
<ul style="list-style-type: none">• Ten of the new basins have received water for recharge• District biologists and engineers meet weekly with Valley District team for project coordination, updates, and problem-solving			
PROJECT	MENTONE SHOP CONSTRUCTION	GOAL #	2
<ul style="list-style-type: none">• Construction has halted following notice by the contractor that they can no longer complete the project• District staff are pursuing next steps per the contract to complete the project			
PROJECT	GRANTS	GOAL #	6
<ul style="list-style-type: none">• An application for the FY24 State & Local Cybersecurity Grant Program for Local & Tribal Governments was submitted on September 27.			
PROJECT	FORECAST-INFORMED RESERVOIR OPERATIONS	GOAL #	1
<ul style="list-style-type: none">• A FIRO Technical Committee meeting was held on September 25, and a FIRO Steering Committee meeting was held on September 26.			
PROJECT	PLUNGE CREEK CONSERVATION	GOAL #	1, 4
<ul style="list-style-type: none">• Total project recharge for this water year to date is 1,357 AF			
PROJECT	WASH PLAN HCP	GOAL #	4
<ul style="list-style-type: none">• Refer to Environmental Update for additional details			
<u>Santa Ana River Wash Plan Land Exchange Act Implementation</u>			
<ul style="list-style-type: none">• District staff provided comments on the draft General Warranty and Patent on August 14			
PROJECT	WILDLANDS TRAILS	GOAL #	3

- On September 30, Redlands staff indicated that the MOU will be presented to City Council on October 15

Operations & Maintenance Updates

TOPIC	FACILITIES	GOAL #	1
<p>Water recharge operations are focused on:</p> <ul style="list-style-type: none"> • Coordination with the Enhanced Recharge team to maximize recharge during construction • Operation of the completed Enhanced Recharge basins • On-going recharge operations at existing facilities, with a focus on State Project Water • High priority maintenance at the Mill Creek recharge basins • Removal of sand stockpiles at Mill Creek 			
TOPIC	AGGREGATE MANAGEMENT	GOAL #	1
<ul style="list-style-type: none"> • Upland Rock continues processing and selling sand/rock from District basin maintenance efforts to support efficient recharge operations 			

Partnership Updates

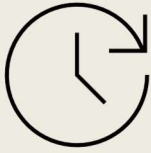
TOPIC	CONSERVATION TRUST	GOAL #	4
<ul style="list-style-type: none"> • None 			
TOPIC	MINING	GOAL #	N/A
<ul style="list-style-type: none"> • CEMEX continues to mine the Plant Site quarry under their lease with the District 			

Communication & Engagement Updates

TOPIC	EDUCATION	GOAL #	5
<ul style="list-style-type: none"> • District staff participated in a tour of local water facilities for Bear Valley Mutual and Bear Valley Municipal Water District, including leading the portion of the tour focused on District facilities 			
TOPIC	CONFERENCES	GOAL #	5
<ul style="list-style-type: none"> • None 			
TOPIC	MEDIA/LEGISLATIVE	GOAL #	5

- Ms. Miller was interviewed by KVCR on the effects of the Line Fire on local water resources and conservation on September 12

FUTURE ACTIVITIES



Expected short-term items for Board consideration:

- Outreach Plan
- Website update contract
- Waterwise garden at San Bernardino County Museum
- Consider support of regional groundwater calibration work

Photo Gallery



Tour of local water facilities at the top of Seven Oaks Dam with Line Fire in the background on September 25



Water with a high post-fire sediment load being routed to the sedimentation basins for cleaning during the Line Fire on September 23

San Bernardino Valley Water Conservation District

Monthly Recharge Report

From: 9/1/2024
To: 9/30/2024



	September				
	Avg Daily Recharge	Monthly Recharge	Recharge WYTD	10yr Avg Recharge*	BTAC Max**
Santa Ana River	48.9	1,468	29,395	14,913	71,250
Mill Creek	5.9	176	12,272	4,568	42,750
Plunge Creek	1.1	33.0	1,357	1,233	#N/A
State Water Project	67.4	2,021	25,525	7,093	#N/A
In River Channel Recharge***	7.9	238	6,409	#N/A	#N/A
Total	131	3,936	74,958	27,807	114,000

Values in Acre Feet

* Plunge Creek only has 3 years of available data

**BTAC Revised Max in December 2023

***Monitoring began in Mid-April 2011

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

