



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, January 8, 2025 – 1:30 PM

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: 820 0301 2092

To join the Zoom Meeting on <https://us06web.zoom.us/j/82003012092>

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 Allison Zecher 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.

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:
Mark E. Falcone

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

3. **INTRODUCTIONS AND GUEST RECOGNITION**
4. **DISTRICT COMMITTEE APPOINTMENTS**
 - a. Board President Appointments
 - i. Appointment of Ad Hoc Committee for Annual General Manager Review
5. **CONSENT CALENDAR**
 - a. Approval of Board Minutes, December 11, 2024.....5
 - b. Approval of Expenditure Report, December 2024 17
 - c. Report of Excused Absences
6. **COMMITTEE REPORTS /ACTION ITEMS**

Committee Reports

Action Items

- A. UNAUDITED FINANCIAL REPORTS FOR DECEMBER 2024 – 5 minutes (M#2079) ..27
Presenter: Angie Quiroga
Recommendation: Review and approve the Unaudited Financial Report for December 2024.
- B. STATEMENT OF INVESTMENT POLICY FOR 2025 – 5 minutes (M#2080) 34
Presenter: Betsy Miller
Recommendation: Approve the Statement of Investment Policy as presented and renew Board delegation of authority for investment management responsibility to the General Manager for 2025.
- C. CONTRACT SERVICES AGREEMENT WITH NAKAE & ASSOCIATES FOR IMPLEMENTATION OF PERMIT CONDITIONS FOR THE PLUNGE CREEK CONSERVATION PROJECT – 5 minutes (M#2081).....46
Presenter: Milan Mitrovich
Recommendation: Approve the Contract Services Agreement with Nakae & Associates for implementation of permit conditions associated with the Plunge Creek Conservation Project in an amount not to exceed \$50,000.
- D. MEMORANDUM OF UNDERSTANDING BETWEEN SAN BERNARDINO COUNTY AND SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT – 5 minutes (M#2082).....60
Presenter: Betsy Miller
Recommendation: Approve the Memorandum of Understanding between San Bernardino County and San Bernardino Valley Water Conservation District to create a water-wise demonstration garden at the San Bernardino County Museum in Redlands.

E. DISTRICT BOARD PRIORITIES FOR 2025 – 20 Minutes (M#2083).....88

Presenter: Betsy Miller**Recommendation:** Review, provide feedback, and consider approval of the 2025 District Board Priorities.

7. INFORMATION ITEMS:

- A. Environmental Update 94
- B. Engineering Update 96
- C. Teleconferencing Options Under The Brown Act 98
- D. General Manager's Report and Monthly Recharge Report 101
- E. Future Agenda Items & Staff Tasks

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

- A. CSDA's Special District Leadership Academy Travel Request 108

9. UPCOMING MEETINGS:

January 20, 2025	Office Closed in Observance of Martin Luther King, Jr. Birthday
January 22, 2025	Finance and Administration Committee Meeting, 1:30 PM at Conservation District (Zoom Meeting ID: 854 3570 1678)
January 27, 2025	ASBCSD Monthly Dinner Meeting, 6:00 PM
January 29, 2025	Operations Committee Meeting, 9:00 AM at Conservation District (Teams Meeting ID: 235 686 927 743 Passcode: tB2gs6mH)
February 12, 2025	Board of Directors Meeting, 1:30 PM at Conservation District (Teams Meeting ID: 230 130 450 896 Passcode: oe6Ni66P)
February 24, 2025	ASBCSD Monthly Dinner Meeting, 6:00 PM
March 21, 2025	Form 700 Due to District Office
April 21 – 24, 2025	CSDA's Special District Leadership Academy April 2025, La Quinta (Palm Springs Area) (Board Approval Required)

May 13 – 15, 2025	ACWA Spring Conference & Expo 2025, Monterey CA <i>(Board Approval Required)</i>
-------------------	--

10. **CLOSED SESSION**

- A. 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.
- B. 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.
- C. 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, Camille Bahri and Andrew Hertzell.

11. **ADJOURN MEETING.** The next regularly scheduled Board of Directors meeting will be on February 12, 2025, at 1:30 PM, via Teams/teleconference.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF DECEMBER 11, 2024
9:00 AM

President McDonald called the Board of Directors meeting to order at 9:00 AM with participation in person, via teleconference, and through Zoom. All those in attendance stood for the pledge of allegiance led by President McDonald.

ROLL CALL:

BOARD MEMBERS PRESENT:

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

STAFF PRESENT:

Betsy Miller, General Manager
Milan Mitrovich, Land Resources Manager
Angie Quiroga, Senior Administrative Analyst
Allison Zecher, Board Secretary
Anna Frey, Assistant Biologist
John Lambie, Consulting Chief Engineer and Geohydrologist
Zach Blum, Intern
Yesenia Yangin, Intern
Alan Salcedo, Intern

GUESTS PRESENT:

Susan Longville, San Bernardino Valley Municipal Water District
Ron Coats, East Valley Water District
Jodie Scott, City of Highland
Bill Taylor, Robertsons Ready Mix
Joseph Aguirre, Tetra Tech
Laura Arizu, RAMS
Imat Tarmash, Highland Resident
Fred Yoger, Highland Resident
Debra Wright, Highland Resident
Chery Perez, Highland Resident

1. PUBLIC PARTICIPATION

There was no public participation.

2. ADDITIONS/DELETIONS TO AGENDA

There were no additions or deletions to the posted agenda.

3. DISTRICT COMMITTEE APPOINTMENTS

President McDonald reviewed, confirmed and/or updated committee assignments for 2024, as outlined in Appendix B of the Board of Directors Policy Manual:

Finance and Administration Committee

- Chair: Robert Stewart
- Member: John Longville
- Alternate: Mark E. Falcone

Operations Committee

- Chair: Richard Corneille
- Member: Robert Stewart
- Alternate: Melody McDonald
- Note: Director Falcone will also attend Operations Committee meetings to get up to speed on ongoing matters.

Outreach and Communications Committee

- Chair: John Longville
- Member: Mark E. Falcone
- Alternate: Robert Stewart

President McDonald reviewed, confirmed and/or updated committee assignments for 2024, as outlined in Appendix C of the Board of Directors Policy Manual:

- Basin Technical Advisory Committee: Stewart/Falcone
- Upper SAR Water Forum: Corneille/Falcone
- SBVMWD Board Meetings: McDonald/Falcone
 - 9A. Resources & Engineering Workshop: McDonald/Corneille
 - 9B. Policy & Administration Workshop: Longville/Stewart
- East Valley Water District Board Meetings: Falcone/McDonald
- Wash Plan Task Force: Longville/Falcone
- Big Bear Watermaster Committee (Court Appointed Attendee - Scholte): Stewart/Falcone
- Program for the Expansion of Recharge Capacity (PERC) Policy Committee: Corneille/McDonald

4. OATH OF OFFICE

Ms. Miller administered the Oath of Office to Vice President Stewart, Director Corneille, and Director Falcone.

Director Falcone addressed the Board and attendees, expressing gratitude for the opportunity to serve Division 2 and highlighting the significance of public service. He emphasized his commitment to preparation, engagement, and professionalism in representing the District. Director Falcone spoke highly of District staff, commending their expertise, professionalism, and

dedication to their roles. Director Falcone expressed his desire to work collaboratively with his fellow Board members, emphasizing the importance of unity, collective leadership, and a shared vision for achieving the District's goals.

The Board and attendees welcomed Director Falcone to his new role and expressed their support for his future contributions.

5. ELECTION OF BOARD OFFICERS

President McDonald opened nominations for President for a two-year term through December 2026. Director Corneille nominated President McDonald to continue in her role serving as President.

It was moved by Director Corneille to nominate President McDonald for President and seconded by Vice President Stewart. There being no other nominations, President McDonald closed the nominations without objection and called for voting on the office of President. The motion carried 5-0-0, with all Board members present voting in the affirmative.

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

President McDonald opened nominations for Vice President. Director Corneille nominated Director Stewart for the position of Vice President.

It was moved by Director Corneille to nominate Director Stewart for Vice President and seconded by President McDonald. There being no other nominations, President McDonald closed the nominations without objection and called for voting on the office of Vice President. The motion carried 5-0-0, with all Board members present voting in the affirmative.

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

6. INTRODUCTIONS AND GUEST RECOGNITION

The Board, staff, and Zoom attendees introduced themselves.

7. CONSENT CALENDAR

It was moved by Vice President Longville and seconded by Vice President Stewart to approve the Consent Calendar: Item A, Board Minutes, November 13, 2024; and Item B: Expenditure Report, November 2024. The motion carried 5-0-0, with all Board members present voting in the affirmative.

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

8. COMMITTEE REPORTS/ACTION ITEMS

There were no committee reports.

Action Items

A. UNAUDITED FINANCIAL REPORTS FOR NOVEMBER 2024

Ms. Quiroga directed attention to the unaudited financial reports for November 2024, beginning on Package Page 37, highlighting key updates and observations. Significant revenue was received during November from San Bernardino Valley Municipal Water District as part of the annual Spreading Agreement for Enhanced Recharge as well as from property tax revenue collections (GL 4050).

During this time, expenses in Professional Services (GL 5100) increased by \$153,563 in November due to payments to contractors for basin cleaning and work completed on the groundwater modeling project. Insurance expenses totaled \$66,000 (GL 6300), covering auto and general liability insurance from October through September; an adjustment will reflect the prepayment portion for FY25. Total expenses increased by \$475,155 for November.

Total capital expenses for November increased by \$80,000, bringing the year-to-date total to \$331,413. This includes payments to consultants CASC Engineering, Q3 Consulting, and Tetra Tech for PERC feasibility studies (GL 7126).

The net revenue for November 2024 was \$271,016, while the cash position decreased slightly by \$138,000 due to expenditures. Ms. Quiroga further elaborated on details found on Package Pages 38-41, summarizing that total revenue as of November 30, 2024, stood at \$2,113,140.

Ms. Quiroga discussed the increase in insurance expenses, resulting in expenditures exceeding the budget and the variance in Wash Plan revenue timing caused by seasonal biological constraints in response to questions by Vice President Stewart.

President McDonald and the Board expressed gratitude to Angie for her diligent financial reporting.

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

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

B. APPROVE FISCAL YEAR 2024 AUDIT

Ms. Miller presented the final FY 2024 audit to the Board, highlighting the extensive effort involved in preparing the document. She commended the dedication of staff members and consultants for their significant contributions.

The FY 2024 audit was previously presented to the Ad Hoc Audit Committee on October 31, 2024, where the committee recommended forwarding it to the Board for review and approval. The recommendation included a deeper discussion of the notable change in the district's net position, detailed on Package Page 63 and discussed in the staff report on Package Page 42.

Ms. Miller discussed these highlights of the audit:

- **Unmodified Opinion:** The district received an unmodified opinion from the auditors, signifying no material issues, as found on Package Page 71.
- **Internal Controls:** The auditors did not identify any compliance or internal control issues, as noted on Package Page 38.
- **Assets Due from Other Entities:** On Package Page 85, a decrease of \$1.125 million reflects the repayment by the San Bernardino Valley Conservation Trust of funds previously loaned to complete the Wash Plan.
- **OPEB and Pension:** Information on Package Pages 85–86 and 105–119 shows the district is in a strong position regarding Other Post-Employment Benefits (OPEB) due to the trust that was previously established to cover these costs. The district also remains fully funded under CalPERS for pension obligations.
- **Net Position Change:**
 - Package Page 87 (Non-Operating Revenues and Expenses) details a \$2+ million decrease in the district's net position. This reflects the disposal of approximately \$3 million in PERC feasibility study expenses previously held in Work in Progress.
 - These adjustments align with GASB Code Section 1400.143, which specifies that feasibility studies are not capitalized.
 - This decision, reached after thorough discussions with auditors, does not indicate increased expenditures.

One Management Recommendation was received from the auditors regarding a single instance of a credit card exceeding its limit by \$200. Staff will review internal controls and credit card processes to prevent recurrence.

Directors expressed gratitude to staff for their efforts, acknowledging the challenges of audit preparation and the excellence of the audit results. President McDonald echoed appreciation for the entire team's diligence and commitment, noting the positive impact of hiring an Administrative Analyst to support future efforts.

It was moved by Director Corneille and seconded by Director Falcone to Approve Fiscal Year 2024 Audit as presented. The motion carried 5-0-0, with all Board members present voting in the affirmative.

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

C. TEMPORARY RESTRICTIVE COVENANT AND EQUITABLE SERVITUDE FOR SPECIES CONSERVATION FOR WASH PLAN COVERED ACTIVITY CRM.01 AGGREGATE MINING

Ms. Miller provided a brief background on the Upper Santa Ana River Wash Habitat Conservation Plan (Wash Plan), which was approved by the Board in 2020. Following a vote by the Wash Plan Task Force to request the District to apply for state permits under the California Endangered Species Act (CESA) for Wash Plan Covered Activities, the district submitted initial and revised permit applications to the California Department of Fish and Wildlife (CDFW) in December 2020, October 2021, and December 2021. Unfortunately, despite continued engagement with regional and Sacramento officials, a comprehensive permit has yet to be issued.

In the interim, Robertson's Ready Mix seeks to continue and expand mining operations as their current sites near exhaustion, risking potential layoffs. To address immediate needs, Robertson's submitted a permit for a portion of their Wash Plan-permitted mining to CDFW, receiving draft permits in January and May 2024. (The Board supported this effort by amending the 2003 agreement with Robertson's to incorporate advanced transfer premises under the 1992 lease through an action at their January 2024 meeting.) In order to expedite mining under the draft May 2024 permit, CDFW and Robertson's requested the district record a Temporary Restrictive Covenant and Equitable Servitude for Species Conservation on Wash Plan Preserve lands to allow Robertson's to meet the CESA permit requirements without posting an approximately \$8 million bond.

If approved by the Board, the temporary covenant would be recorded as soon as possible, with the covenant subsequently vacated upon approval by CDFW of the location of the permanent conservation easement. As this land is already designated for conservation under the Wash Plan, the proposal does not negatively affect the District's use of the land and allows the Wash Plan entities to stack mitigation by using the same acreage to satisfy both federal and state permit requirements—avoiding duplicative obligations. The proposed approach supports our local economy by limiting delays for continued mining, allows Robertson's to pay their approximately \$4 million portion of the Wash Plan Endowment, and releases \$5 million in mining royalties previously secured under the 1992 lease.

While securing a comprehensive permit remains a top priority, the temporary restrictive covenant offers a practical interim solution. The District will continue collaborating with stakeholders to ensure compliance and sustained progress on this critical project.

Board members discussed the agreement's title and the innovative nature of the proposal. Staff emphasized the importance of maintaining flexibility for future conservation efforts while safeguarding the BLM land exchange process. Director Falcone noted that the proposed approach demonstrates the District's strong working relationships with regulatory agencies. Mr. Taylor affirmed the urgency of this solution to sustain operations and fulfill funding obligations tied to conservation efforts.

It was moved by Director Longville and seconded by Director Corneille to approve the temporary Restrictive Covenant and Equitable Servitude for Species Conservation, and authorize the General Manager and General Counsel to 1) append as Exhibit A thereto an appropriate legal description suitable to the District and the California Department of Fish and Wildlife (CDFW) for recording with the County Recorder, and 2) prepare a final Attachment C, Termination and Release of Restrictive Covenant and Equitable Servitude for Species Conservation, following the enclosed template acceptable to the District and CDFW. The motion carried 5-0-0, with all Board members present voting in the affirmative.

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

D. PLAN TO PREPARE THE 2025 ENGINEERING INVESTIGATION REPORT

Ms. Miller presented the 2025 Engineering Investigation (EI) Plan, which will develop the EI that serves as the technical basis for setting and collecting the District's groundwater charge. Under California law, the District is required to prepare an annual Engineering Investigation to assess groundwater conditions, analyze supply and demand, and evaluate cost considerations. The plan, starting on package page 174, outlines the work needed to complete this investigation and is presented to the Board annually for approval before staff begins the process.

Since its initial development, this plan has undergone extensive review by the Basin Technical Advisory Committee and other regional stakeholders. It has remained consistent over the years, providing a well-vetted and effective approach that aligns with the region's needs and expectations.

During the presentation, staff recognized the significant contributions of Ms. Scholte, who has been instrumental in preparing past Engineering Investigations. Although Ms. Scholte has transitioned out of her position, the District has engaged her as a consultant to train newly hired staff to prepare the 2024 EI. Director Corneille requested that Ms. Scholte perform a review of the draft document for quality control.

The Board expressed concerns about the staffing and schedule for completing the 2025 Engineering Investigation. Staff discussed the current and planned staffing plans to ensure the project is completed on time.

It was moved by Director Corneille and seconded by Director Longville to approve the review of the Plan to Prepare the 2025 Engineering Investigation Report. The motion carried 5-0-0, with all Board members present voting in the affirmative.

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

E. ADOPTION OF THE 2025 PER DIEM RESOLUTION

Ms. Miller discussed the adoption of the 2025 Per Diem rate, which was discussed at the Board of Directors meeting on November 13, 2024, and the Finance and Administration Committee on October 31, 2024. After review of increases ranging from 2% and 2.5%, consistent with the annual Consumer Price Index (CPI), the Board voted to adjust the per diem rate by \$7.00, setting it at \$277.00 for Calendar Year 2025, at their November meeting. Based on that vote, staff prepared the 2025 Per Diem Resolution for Board consideration at today's meeting.

It was moved by Director Longville and seconded by Vice President Stewart to approve the increase in the Board per diem rate by \$7.00 to \$277.00 for Calendar Year 2025, and approve Resolution No. 627. The motion carried 5-0-0, with all Board members present voting in the affirmative.

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

F. NATIONAL HABITAT CONSERVATION PLANNING COALITION 2024 ANNUAL MEETING VOTING REPRESENTATIVE

Ms. Miller requested that the Board designate a District voting representative for the National Habitat Conservation Planning Coalition 2024 Annual Meeting. The Coalition is a national organization advocating for habitat conservation plans, with members from various agencies, including cities, counties, special districts, and private companies.

The Board discussed the appointment of the General Manager, Ms. Miller, as the authorized voting representative. Director Longville moved to approve the General Manager as the voting representative and to designate Dr. Mitrovich as the alternate.

It was moved by Director Longville and seconded by Vice President Stewart to appoint Betsy Miller, General Manager, as the District's authorized voting representative for the National Habitat Conservation Planning Coalition's 2024 Annual Meeting and designate Milan Mitrovich as the alternate. The motion carried 5-0-0, with all Board members present voting in the affirmative.

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

9. INFORMATION ITEMS

ENVIRONMENTAL UPDATE

Dr. Mitrovich provided an update on the Wash Plan implementation and monitoring activities including completion of trapping for the fourth year of annual Wash Plan and Conservation Benefit Agreement surveys across District lands on November 15. He also reported progress on the 404 programmatic individual agreement for activities impacting waters of the U.S, which will provide a 20-year permit for Wash Plan Covered Activities as well as an adaptive management program for the Plunge Creek Conservation Project that serves as partial mitigation for these impacts.

ENGINEERING UPDATE

Ms. Miller provided an update on the construction of the Mentone Shop, noting that three contractors have toured the site with one bid submission received and reviewed by District staff. With no additional bids for comparison, staff reviewed the current bid with other bids received during the initial bid process, with plans to bring a contract for Board consideration following an in-person meeting with the contractor scheduled for early January.

Ms. Miller noted that construction for the Enhanced Recharge - Phase 1B project is functionally complete, with final grading and cleanup ongoing. She expressed appreciation for the detailed work completed by the contractor during demobilization, and for the continued coordination between the District and Valley District's teams to ensure recharge continued throughout construction.

Mr. Lambie discussed the status of the PERC Projects, noting that feedback from the Operations Committee, partners, and interested parties on the multi-objective decision support system draft has been received, reviewed, and incorporated into a revised draft planned for distribution in the coming week. A workshop to discuss the second draft is planned for January 15.

Mr. Lambie shared that the hydraulic analyses and modeling for Twin Creek are progressing, as well as the evaluation of the input of various inflow sources at Waterman. He discussed progress on the hydraulic modeling for Oak Creek and Plunge Creek. Finally, he noted that alternative scenarios are being evaluated for Mill Creek, with continued coordination with the Land Resources and Operations teams to align operational and ecological goals.

Mr. Lambie provided a brief update on the selection of a consultant for the San Bernardino Basin Model Calibration.

INITIAL RESULTS FROM GROUNDWATER MODELING PROJECT

Ms. Miller provided a brief background on the modeling project, noting the previous Board approval to contract with GeoScience to extend the existing Santa Ana River Integrated Model from 1966-2016 to 1912 to 2023 to better understand the effects of District recharge over this period. The first slide (Package Page 187) showed the change in groundwater elevation over time, illustrating the significant difference that recharge has made in local basins. Without recharge efforts, groundwater levels would be 150 to 200 feet lower in certain areas. Ms. Miller highlighted a change of 50 to 100 feet over a large area, with a more gradual reduction of 25 to 50 feet in areas further from our recharge facilities as shown on Pages 188-190. These results underscore the substantial impact that even small-scale, cost-effective recharge operations can have on groundwater levels. This data will be valuable for groups beginning to consider recharge projects, and it demonstrates the long-term benefits of such efforts.

Ms. Miller noted that a report providing details on the methods and results would be provided as part of the contract deliverables. She discussed the opportunity for the consultant to attend the January Operations Committee meeting for a more detailed discussion of the model and the results, with a full presentation to the Board will be scheduled upon completion of the final report. The Board expressed support of inclusion of this item on the Operations Committee agenda.

GENERAL MANAGER'S REPORT AND MONTHLY RECHARGE REPORT

Ms. Miller provided the General Manager's Report, noting key November 2024 highlights:

- **Audit Completion:** Ms. Miller thanked the Board for approving the audit and expressed excitement about completing this task.
- **Assistant Engineer Hire:** A highly qualified candidate has been selected for the position of Assistant Engineer. Ms. Miller acknowledged the interview panel members including Dr. Mitrovich, Mr. Ferrando from Valley District, as well as the peer interview panel including Ms. Frey, Mr. Guizar, and Mr. Purvis.
- **Upcoming Hiring:** The job postings for Senior Engineer and Principal Engineer are open until January 10.
- **Support for Grant Application:** The district provided a letter of support for Apex Environmental's grant application to the Water Research Foundation, which is evaluating artificial intelligence for groundwater management. If awarded, district staff will assist with case studies as part of the project.
- **Mill Creek Maintenance:** Significant maintenance work is ongoing by District staff at Mill Creek.
- **Upland Rock Processing:** The licensee is processing stockpiled rock on District lands at Mill Creek, with increased payments received by the District due to this work.
- **Water Conservation Education:** The Inland Empire Resource Conservation District presented a water conservation program to a first-grade class at Barton Elementary on the District's behalf under our MOU.

Ms. Miller passed out the 2024 Annual Report of Accomplishments for Board review and expressed her gratitude to the Board for their clear guidance and support in 2024, emphasizing how this helps the team execute tasks effectively.

FUTURE AGENDA ITEMS AND STAFF TASKS

Director Corneille proposed that the District consider supporting the Day of Climate Action in Redlands on April 26, as they did in 2024.

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

Vice President Stewart attended the following meetings:

- SBVWCD Board Meeting on November 13th
- SBVWCD Environmental Workshop on November 20th
- Basin Technical Advisory Committee on December 9th

Director Corneille attended the following meetings:

- SBVWCD Board Meeting on November 13th
- EPA Press Conference on Enhanced Recharge on November 20th
- SBVWCD Environmental Workshop on November 20th
- PERC Policy Meeting on November 2nd
- JPIA/ACWA Conference December 2nd to December 5th

Director Longville attended the following meetings:

- SBVWCD Board Meeting on November 13th
- SBVMWD Board of Directors Meeting on November 19th
- SBVWCD Environmental Workshop on November 20th
- JPIA/ACWA Conference December 2nd to December 5th
- Basin Technical Advisory Committee on December 9th

President McDonald attended the following meetings:

- Special Districts Board of Directors of San Bernardino County on November 11th
- SBVWCD Board Meeting on November 13th
- Highland Chamber of Commerce Lunch on November 19th
- SBVMWD Board of Directors Meeting on November 19th
- SBVWCD Environmental Workshop on November 20th
- Basin Technical Advisory Committee on December 9th

10. UPCOMING MEETINGS

The list of upcoming meetings was reviewed.

11. CLOSED SESSION

Ms. Miller stated that staff wished to discuss the items listed under Closed Session with the Board.

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

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

At 11:45 a.m., the meeting reconvened to an open session. Under Government Code Section 54957.1, there was no other reportable action during Closed Session.

12. ADJOURN MEETING

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

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

At 11:47 a.m. the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on January 8, 2025, in-person, teleconference, and Zoom meeting.

Betsy Miller
General Manager

San Bernardino Valley Water Conservation District

Expenditure Report

December 2024

Num	Date	Name	Account	Class	Original Amount
ONLINEPYMT	12/06/2024	Citizens Business Bank	1012 · Citizens Busine...		-6,312.76
	11/13/2024		5123 · Habitat Manage...	5-Wash Plan	10.86
			5210 · Equipment Maint...	1-Groundwater Ent.	1,358.47
			5215 · Property Mainte...	1-Groundwater Ent.	185.02
			5215 · Property Mainte...	3-Land Resources	46.25
			5310 · Vehicle Mainten...	1-Groundwater Ent.	26.07
			6001 · General Adminis...	4-General Fund Ent.	597.80
			6001 · General Adminis...	1-Groundwater Ent.	597.81
			6004 · Meeting Expenses	4-General Fund Ent.	44.31
			6004 · Meeting Expenses	3-Land Resources	44.31
			6026 · Redlands Plaza ...	2-Redlands Plaza/...	441.47
			6027 · Computer Softw...	4-General Fund Ent.	279.52
			6027 · Computer Softw...	1-Groundwater Ent.	73.56
			6027 · Computer Softw...	2-Redlands Plaza/...	110.33
			6027 · Computer Softw...	3-Land Resources	110.33
			6027 · Computer Softw...	5-Wash Plan	125.05
			6027 · Computer Softw...	6-Active Recharge ...	36.78
			6030 · Office Supplies	4-General Fund Ent.	57.52
			6030 · Office Supplies	1-Groundwater Ent.	38.36
			6030 · Office Supplies	2-Redlands Plaza/...	19.18
			6030 · Office Supplies	3-Land Resources	28.77
			6030 · Office Supplies	5-Wash Plan	9.59
			6030 · Office Supplies	6-Active Recharge ...	38.36
			6039 · Postage and Ov...	4-General Fund Ent.	110.00
			6039 · Postage and Ov...	1-Groundwater Ent.	50.00
			6039 · Postage and Ov...	2-Redlands Plaza/...	20.00
			6039 · Postage and Ov...	3-Land Resources	20.00
			6051 · Uniforms	4-General Fund Ent.	78.99
			6051 · Uniforms	1-Groundwater Ent.	184.30
			6090 · Subscriptions/Pu...	4-General Fund Ent.	16.30
			6525 · Meals	4-General Fund Ent.	48.32
			6525 · Meals	1-Groundwater Ent.	37.59
			6525 · Meals	3-Land Resources	21.48
			6535 · Conf/Seminar R...	4-General Fund Ent.	650.73
			6535 · Conf/Seminar R...	1-Groundwater Ent.	506.12
			6535 · Conf/Seminar R...	3-Land Resources	289.21
TOTAL					6,312.76
PC 12.11.24	12/11/2024	Paychex	1012 · Citizens Busine...		-149.66
			6042 · Payroll Processing	4-General Fund Ent.	149.66
TOTAL					149.66
PC 12.24.24	12/24/2024	Paychex	1012 · Citizens Busine...		-212.19
			6042 · Payroll Processing	4-General Fund Ent.	212.19
TOTAL					212.19
ACH0287	12/11/2024	Melody McDonald	1012 · Citizens Busine...		-73.84
			6410 · Mileage	4-General Fund Ent.	10.72
			6425 · Meals	4-General Fund Ent.	63.12
TOTAL					73.84
25358	12/05/2024	Aaron Pederson	1012 · Citizens Busine...		-40.00
	11/29/2024		6018 · Janitorial Services	4-General Fund Ent.	40.00
TOTAL					40.00

San Bernardino Valley Water Conservation District

Expenditure Report

December 2024

Num	Date	Name	Account	Class	Original Amount
25359	12/05/2024	Alan Salcedo	1012 · Citizens Busine...		-33.15
	11/22/2024		6001 · General Adminis...	4-General Fund Ent.	0.50
			6001 · General Adminis...	1-Groundwater Ent.	0.49
			6510 · Mileage	4-General Fund Ent.	12.86
			6510 · Mileage	1-Groundwater Ent.	8.04
			6510 · Mileage	3-Land Resources	3.22
			6510 · Mileage	6-Active Recharge ...	8.04
TOTAL					33.15
25360	12/05/2024	American Express	1012 · Citizens Busine...		-461.24
	11/22/2024		6525 · Meals	4-General Fund Ent.	6.61
			6525 · Meals	1-Groundwater Ent.	5.15
			6525 · Meals	3-Land Resources	2.94
			6002 · Website Adminis...	4-General Fund Ent.	365.00
			6027 · Computer Softw...	4-General Fund Ent.	36.25
			6027 · Computer Softw...	1-Groundwater Ent.	9.54
			6027 · Computer Softw...	2-Redlands Plaza/...	14.31
			6027 · Computer Softw...	3-Land Resources	14.31
			6027 · Computer Softw...	5-Wash Plan	4.77
			6027 · Computer Softw...	6-Active Recharge ...	16.22
TOTAL					475.10
25361	12/05/2024	American Power Security	1012 · Citizens Busine...		-732.00
	11/30/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	732.00
TOTAL					732.00
25362	12/05/2024	Assoc. San Bernardino...	1012 · Citizens Busine...		-275.00
	11/27/2024		6093 · Memberships	4-General Fund Ent.	275.00
TOTAL					275.00
25363	12/05/2024	CASC Engineering and...	1012 · Citizens Busine...		-9,248.95
	11/20/2024		7126 · PERC Engr/Prof...	6-Active Recharge ...	5,353.95
	11/20/2024		7126 · PERC Engr/Prof...	6-Active Recharge ...	3,895.00
TOTAL					9,248.95
25364	12/05/2024	City of Redlands -Muni...	1012 · Citizens Busine...		-299.97
	11/20/2024		5215 · Property Mainte...	1-Groundwater Ent.	239.98
			5215 · Property Mainte...	3-Land Resources	59.99
TOTAL					299.97
25365	12/05/2024	David Cosgrove	1012 · Citizens Busine...		-426.91
	12/05/2024		6525 · Meals	4-General Fund Ent.	71.55
			6525 · Meals	1-Groundwater Ent.	55.65
			6525 · Meals	3-Land Resources	31.80
			6530 · Lodging	4-General Fund Ent.	120.56
			6530 · Lodging	1-Groundwater Ent.	93.77
			6530 · Lodging	3-Land Resources	53.58
TOTAL					426.91

San Bernardino Valley Water Conservation District

Expenditure Report

December 2024

Num	Date	Name	Account	Class	Original Amount
25366	12/05/2024	Day Lite Maintenance, I...	1012 · Citizens Busine...		-310.54
	11/13/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	310.54
TOTAL					310.54
25367	12/05/2024	Diamond Environment...	1012 · Citizens Busine...		-295.42
	10/15/2024		5460 · Water / Trash / ...	4-General Fund Ent.	27.95
			5460 · Water / Trash / ...	1-Groundwater Ent.	21.75
			5460 · Water / Trash / ...	3-Land Resources	6.21
			5460 · Water / Trash / ...	6-Active Recharge ...	6.21
	11/26/2024		5460 · Water / Trash / ...	4-General Fund Ent.	29.08
			5460 · Water / Trash / ...	1-Groundwater Ent.	22.63
			5460 · Water / Trash / ...	3-Land Resources	6.46
			5460 · Water / Trash / ...	6-Active Recharge ...	6.46
	12/02/2024		5460 · Water / Trash / ...	4-General Fund Ent.	45.22
			5460 · Water / Trash / ...	1-Groundwater Ent.	35.16
			5460 · Water / Trash / ...	3-Land Resources	10.05
			5460 · Water / Trash / ...	6-Active Recharge ...	10.05
	12/02/2024		5460 · Water / Trash / ...	4-General Fund Ent.	45.22
			5460 · Water / Trash / ...	1-Groundwater Ent.	35.16
			5460 · Water / Trash / ...	3-Land Resources	10.05
			5460 · Water / Trash / ...	6-Active Recharge ...	10.05
TOTAL					327.71
25368	12/05/2024	Dion and Sons, Inc.	1012 · Citizens Busine...		-1,521.51
	11/25/2024		5320 · Fuel	1-Groundwater Ent.	1,174.22
	11/25/2024		5320 · Fuel	1-Groundwater Ent.	347.29
TOTAL					1,521.51
25369	12/05/2024	DUDEK	1012 · Citizens Busine...		-8,577.50
	11/25/2024		5123 · Habitat Manage...	5-Wash Plan	8,577.50
TOTAL					8,577.50
25370	12/05/2024	Edison - 6256 (Redland...	1012 · Citizens Busine...		-179.66
	11/27/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	179.66
TOTAL					179.66
25371	12/05/2024	Edison - 9779	1012 · Citizens Busine...		-267.60
	11/27/2024		5420 · Electricity	4-General Fund Ent.	74.93
			5420 · Electricity	1-Groundwater Ent.	53.52
			5420 · Electricity	2-Redlands Plaza/...	112.39
			5420 · Electricity	6-Active Recharge ...	26.76
TOTAL					267.60
25372	12/05/2024	Eide Bailly LLP	1012 · Citizens Busine...		-787.50
	11/27/2024		5120 · Misc. Profession...	4-General Fund Ent.	787.50
TOTAL					787.50

San Bernardino Valley Water Conservation District

Expenditure Report

December 2024

Num	Date	Name	Account	Class	Original Amount
25373	12/05/2024	Empire Disposal	1012 · Citizens Busine...		-225.03
	11/30/2024		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
25374	12/05/2024	Frontier-7275	1012 · Citizens Busine...		-179.71
	11/19/2024		5440 · Telephone	4-General Fund Ent.	26.70
			5440 · Telephone	1-Groundwater Ent.	11.13
			5440 · Telephone	6-Active Recharge ...	6.68
			5470 · Internet Services	4-General Fund Ent.	60.84
			5470 · Internet Services	1-Groundwater Ent.	33.80
			5470 · Internet Services	2-Redlands Plaza/...	6.76
			5470 · Internet Services	3-Land Resources	20.28
			5470 · Internet Services	6-Active Recharge ...	13.52
TOTAL					179.71
25375	12/05/2024	Frontier-9942	1012 · Citizens Busine...		-73.48
	11/15/2024		5470 · Internet Services	4-General Fund Ent.	33.07
			5470 · Internet Services	1-Groundwater Ent.	18.37
			5470 · Internet Services	2-Redlands Plaza/...	3.67
			5470 · Internet Services	3-Land Resources	11.02
			5470 · Internet Services	6-Active Recharge ...	7.35
TOTAL					73.48
25376	12/05/2024	Hamilton Raye	1012 · Citizens Busine...		-3,373.05
	11/29/2024		5120 · Misc. Profession...	4-General Fund Ent.	371.04
			5120 · Misc. Profession...	1-Groundwater Ent.	1,787.71
			5120 · Misc. Profession...	3-Land Resources	1,214.30
TOTAL					3,373.05
25377	12/05/2024	Lowe's Companies, Inc.	1012 · Citizens Busine...		-106.83
	11/25/2024		5210 · Equipment Maint...	1-Groundwater Ent.	106.83
TOTAL					106.83
25378	12/05/2024	MacLeod Watts, Inc.	1012 · Citizens Busine...		-1,975.00
	09/26/2024		5120 · Misc. Profession...	4-General Fund Ent.	197.50
			5120 · Misc. Profession...	1-Groundwater Ent.	493.75
			5120 · Misc. Profession...	3-Land Resources	395.00
			5120 · Misc. Profession...	6-Active Recharge ...	888.75
TOTAL					1,975.00

San Bernardino Valley Water Conservation District

Expenditure Report

December 2024

Num	Date	Name	Account	Class	Original Amount
25379	12/05/2024	Milan Mitrovich	1012 · Citizens Busine...		-410.88
	11/25/2024		6170 · PERS Retirement	4-General Fund Ent.	73.96
			6170 · PERS Retirement	1-Groundwater Ent.	168.46
			6170 · PERS Retirement	2-Redlands Plaza/...	16.44
			6170 · PERS Retirement	3-Land Resources	57.52
			6170 · PERS Retirement	5-Wash Plan	4.11
			6170 · PERS Retirement	6-Active Recharge ...	90.39
TOTAL					410.88
25380	12/05/2024	Pangahamo Materials, ...	1012 · Citizens Busine...		-1,860.00
	11/26/2024		5215 · Property Mainte...	1-Groundwater Ent.	1,488.00
			5215 · Property Mainte...	3-Land Resources	372.00
TOTAL					1,860.00
25381	12/05/2024	PCtronics	1012 · Citizens Busine...		-3,622.14
	12/01/2024		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
	12/01/2024		6027 · Computer Softw...	4-General Fund Ent.	426.42
			6027 · Computer Softw...	1-Groundwater Ent.	112.21
			6027 · Computer Softw...	2-Redlands Plaza/...	168.32
			6027 · Computer Softw...	3-Land Resources	168.32
			6027 · Computer Softw...	5-Wash Plan	56.11
			6027 · Computer Softw...	6-Active Recharge ...	190.76
TOTAL					3,622.14
25382	12/05/2024	Smart & Final	1012 · Citizens Busine...		-518.38
	11/26/2024		6019 · Janitorial Supplies	4-General Fund Ent.	84.81
			6019 · Janitorial Supplies	1-Groundwater Ent.	56.55
			6030 · Office Supplies	4-General Fund Ent.	26.08
			6030 · Office Supplies	1-Groundwater Ent.	17.38
			6030 · Office Supplies	2-Redlands Plaza/...	8.69
			6030 · Office Supplies	3-Land Resources	13.04
			6030 · Office Supplies	5-Wash Plan	4.35
			6030 · Office Supplies	6-Active Recharge ...	17.38
			6004 · Meeting Expenses	4-General Fund Ent.	145.05
			6004 · Meeting Expenses	3-Land Resources	145.05
TOTAL					518.38
25383	12/05/2024	Tetra Tech	1012 · Citizens Busine...		-28,351.96
	11/22/2024		7126 · PERC Engr/Prof...	6-Active Recharge ...	28,351.96
TOTAL					28,351.96
25384	12/05/2024	Thompson Reuters	1012 · Citizens Busine...		-561.43
	12/01/2024		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

San Bernardino Valley Water Conservation District

Expenditure Report

December 2024

Num	Date	Name	Account	Class	Original Amount
25385	12/05/2024	TLC Landscape Servic...	1012 · Citizens Busine...		-860.00
	10/20/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	430.00
	11/20/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	430.00
TOTAL					860.00
25386	12/05/2024	Unlimited Services	1012 · Citizens Busine...		-800.00
	12/01/2024		6018 · Janitorial Services	4-General Fund Ent.	800.00
TOTAL					800.00
25387	12/05/2024	Visual Edge IT, Inc.	1012 · Citizens Busine...		-664.67
	11/20/2024		6033 · Office Equipmen...	4-General Fund Ent.	498.50
			6033 · Office Equipmen...	1-Groundwater Ent.	33.23
			6033 · Office Equipmen...	2-Redlands Plaza/...	99.71
			6033 · Office Equipmen...	3-Land Resources	33.23
TOTAL					664.67
25388	12/12/2024	California Dept of Fish ...	1012 · Citizens Busine...		0.00
TOTAL					0.00
25389	12/17/2024	AECOM Technical Serv...	1012 · Citizens Busine...		-3,016.00
	12/10/2024		7151 · Mill Creek Permi...	1-Groundwater Ent.	3,016.00
TOTAL					3,016.00
25390	12/17/2024	Allison Zecher	1012 · Citizens Busine...		-24.55
	12/06/2024		6039 · Postage and Ov...	4-General Fund Ent.	13.49
			6039 · Postage and Ov...	1-Groundwater Ent.	6.14
			6039 · Postage and Ov...	2-Redlands Plaza/...	2.46
			6039 · Postage and Ov...	3-Land Resources	2.46
TOTAL					24.55
25391	12/17/2024	Betsy Miller	1012 · Citizens Busine...		-944.09
	12/11/2024		6510 · Mileage	4-General Fund Ent.	158.92
			6510 · Mileage	1-Groundwater Ent.	99.33
			6510 · Mileage	3-Land Resources	39.73
			6510 · Mileage	6-Active Recharge ...	99.33
			6530 · Lodging	4-General Fund Ent.	246.05
			6530 · Lodging	1-Groundwater Ent.	191.37
			6530 · Lodging	3-Land Resources	109.36
TOTAL					944.09
25392	12/17/2024	Black Gold Surveying	1012 · Citizens Busine...		-4,000.00
	12/05/2024		5120 · Misc. Profession...	3-Land Resources	4,000.00
TOTAL					4,000.00

San Bernardino Valley Water Conservation District

Expenditure Report

December 2024

Num	Date	Name	Account	Class	Original Amount
25393	12/17/2024	City of Redlands -Muni...	1012 · Citizens Busine...		-3,389.37
	11/18/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	3,389.37
TOTAL					3,389.37
25394	12/17/2024	Corneille, Richard	1012 · Citizens Busine...		-36.44
	12/05/2024		6425 · Meals	4-General Fund Ent.	15.00
			6410 · Mileage	4-General Fund Ent.	21.44
TOTAL					36.44
25395	12/17/2024	CPS HR Consulting	1012 · Citizens Busine...		-750.00
	11/30/2024		5120 · Misc. Profession...	4-General Fund Ent.	750.00
TOTAL					750.00
25396	12/17/2024	Day Lite Maintenance, I...	1012 · Citizens Busine...		-394.31
	12/04/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	394.31
TOTAL					394.31
25397	12/17/2024	DUDEK	1012 · Citizens Busine...		-358.75
	12/16/2024		5123 · Habitat Manage...	5-Wash Plan	358.75
TOTAL					358.75
25398	12/17/2024	E-PUR LLC	1012 · Citizens Busine...		-29,600.00
	12/16/2024		5120 · Misc. Profession...	1-Groundwater Ent.	2,106.25
			5120 · Misc. Profession...	6-Active Recharge ...	27,493.75
TOTAL					29,600.00
25399	12/17/2024	Edison - 8958	1012 · Citizens Busine...		-294.80
	12/06/2024		5420 · Electricity	4-General Fund Ent.	82.54
			5420 · Electricity	1-Groundwater Ent.	58.96
			5420 · Electricity	2-Redlands Plaza/...	123.82
			5420 · Electricity	6-Active Recharge ...	29.48
TOTAL					294.80
25400	12/17/2024	Frontier-4860	1012 · Citizens Busine...		-496.69
	11/28/2024		5440 · Telephone	4-General Fund Ent.	192.85
			5440 · Telephone	1-Groundwater Ent.	80.35
			5440 · Telephone	6-Active Recharge ...	48.21
			5470 · Internet Services	4-General Fund Ent.	78.88
			5470 · Internet Services	1-Groundwater Ent.	43.82
			5470 · Internet Services	2-Redlands Plaza/...	8.76
			5470 · Internet Services	3-Land Resources	26.29
			5470 · Internet Services	6-Active Recharge ...	17.53
TOTAL					496.69

San Bernardino Valley Water Conservation District

Expenditure Report

December 2024

Num	Date	Name	Account	Class	Original Amount
25401	12/17/2024	Geoscience	1012 · Citizens Busine...		-9,696.00
	12/11/2024		5120 · Misc. Profession...	3-Land Resources	9,696.00
TOTAL					9,696.00
25402	12/17/2024	Home Depot Credit Ser...	1012 · Citizens Busine...		-517.21
	11/28/2024		5210 · Equipment Maint...	1-Groundwater Ent.	174.13
			5215 · Property Mainte...	1-Groundwater Ent.	183.15
			5215 · Property Mainte...	3-Land Resources	45.79
			5215 · Property Mainte...	3-Land Resources	114.14
TOTAL					517.21
25403	12/17/2024	Horizon Water	1012 · Citizens Busine...		-28.75
	11/26/2024		5460 · Water / Trash / ...	4-General Fund Ent.	12.93
			5460 · Water / Trash / ...	1-Groundwater Ent.	10.06
			5460 · Water / Trash / ...	3-Land Resources	2.88
			5460 · Water / Trash / ...	6-Active Recharge ...	2.88
TOTAL					28.75
25404	12/17/2024	National HCP Coalition	1012 · Citizens Busine...		-1,000.00
	12/11/2024		6093 · Memberships	4-General Fund Ent.	1,000.00
TOTAL					1,000.00
25405	12/17/2024	RDO Equipment Comp.	1012 · Citizens Busine...		-1,459.58
	12/13/2024		5050 · Basin Cleaning	1-Groundwater Ent.	1,459.58
TOTAL					1,459.58
25406	12/17/2024	Rogers, Anderson, Mal...	1012 · Citizens Busine...		-1,748.00
	12/12/2024		5170 · Audit	4-General Fund Ent.	262.20
			5170 · Audit	1-Groundwater Ent.	769.12
			5170 · Audit	2-Redlands Plaza/...	87.40
			5170 · Audit	3-Land Resources	279.68
			5170 · Audit	6-Active Recharge ...	349.60
TOTAL					1,748.00
25407	12/17/2024	Rutan & Tucker	1012 · Citizens Busine...		-2,062.50
	12/10/2024		5180 · Legal	1-Groundwater Ent.	2,062.50
TOTAL					2,062.50
25408	12/17/2024	Santa Ana Watershed ...	1012 · Citizens Busine...		-1,561.91
	12/10/2024		5223 · Temp. Field Labor	1-Groundwater Ent.	1,561.91
TOTAL					1,561.91
25409	12/17/2024	State Water Resources...	1012 · Citizens Busine...		0.00
TOTAL					0.00

San Bernardino Valley Water Conservation District
Expenditure Report
December 2024

Num	Date	Name	Account	Class	Original Amount
25409	12/17/2024	Xerox Financial Services	1012 · Citizens Busine...		-337.44
	12/02/2024		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
25410	12/17/2024	State Water Resources...	1012 · Citizens Busine...		-3,540.00
	12/04/2024		6006 · Permits	5-Wash Plan	3,540.00
TOTAL					3,540.00
25411	12/17/2024	State Water Resources...	1012 · Citizens Busine...		-563.00
	12/04/2024		6006 · Permits	3-Land Resources	563.00
TOTAL					563.00
25412	12/17/2024	State Water Resources...	1012 · Citizens Busine...		-3,540.00
	12/04/2024		7126 · PERC Engr/Prof...	6-Active Recharge ...	3,540.00
TOTAL					3,540.00
100373N	12/10/2024	PERS	1012 · Citizens Busine...		-14,922.06
			6170 · PERS Retirement	4-General Fund Ent.	2,685.98
			6170 · PERS Retirement	1-Groundwater Ent.	6,118.04
			6170 · PERS Retirement	2-Redlands Plaza/...	596.88
			6170 · PERS Retirement	3-Land Resources	2,089.09
			6170 · PERS Retirement	5-Wash Plan	149.22
			6170 · PERS Retirement	6-Active Recharge ...	3,282.85
TOTAL					14,922.06

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report

Dec 2024

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
12/11/2024	McDonald, M	Nov-Dec 24	\$ 1,350.00	\$ 157.36	\$ 1,192.64
12/11/2024	Corneille, R	Nov-24	\$ 1,620.00	\$ 213.55	\$ 1,406.45
12/11/2024	Jenkins, H	Nov-Dec 24	\$ 2,700.00	\$ 523.07	\$ 2,176.93
12/11/2024	Stewart, R	Jul, Aug, Nov 24	\$ 4,590.00	\$ 1,119.18	\$ 3,470.82
12/24/2024	McDonald, M	Dec-24	\$ 2,430.00	\$ 397.46	\$ 2,032.54



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2079

To: Board of Directors

From: Angie Quiroga, Senior Administrative Analyst

Date: January 8, 2025

Subject: Unaudited Financial Report for December 2024

RECOMMENDATION

Review and approve the unaudited financials for December 2024.

BACKGROUND

Staff present the previous month's unaudited financial report at the subsequent Board meeting. The reports presented here include information through December 31, 2024.

DISCUSSION

GL 4010 Interest Income continues to exceed budgeted amounts, and staff continues to evaluate optimal, qualified investments to maximize yield. GL 4022 Groundwater Charge revenue remains unchanged: Groundwater charge statements were mailed to producers at the beginning of January for the July-December 2024 bi-annual billing cycle with payments expected to be received beginning in late January. The temporary agreement with Cemex has resulted in lower GL 4031 Plant Site and GL 4032 Cemex Royalty/Lease revenue. GL 4036 Aggregate Maintenance is higher than budgeted due to processing of stockpiled materials at Mill Creek by Upland Rock. Over \$100,000 in property tax revenue was received into GL 4050 in December. GL 6001 General Administration-Other is over budget due to payments to job posting sites as we recruit to fill vacant positions. GL 6012 Office Maintenance expenses were reduced with reimbursement from ACWA/JPIA for water heater repairs in the District office. All other expenses are as expected. The FY25 second quarter report will be presented to the Finance & Administration Committee at its January 22, 2025, meeting.

FISCAL IMPACT

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

POTENTIAL MOTIONS

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

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
Mark E. Falcone

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

ATTACHMENTS

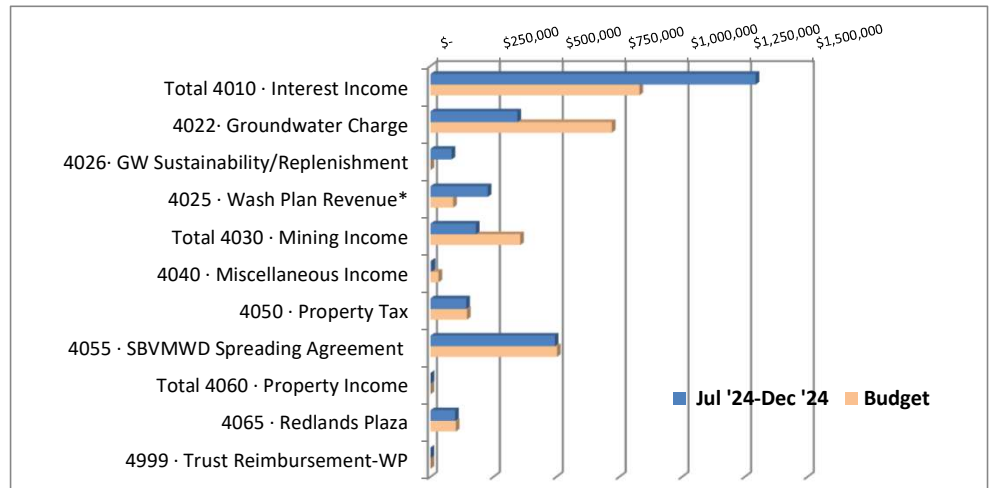
Graph Financials for December 2024

Profit & Loss to Date vs. Annual Budget

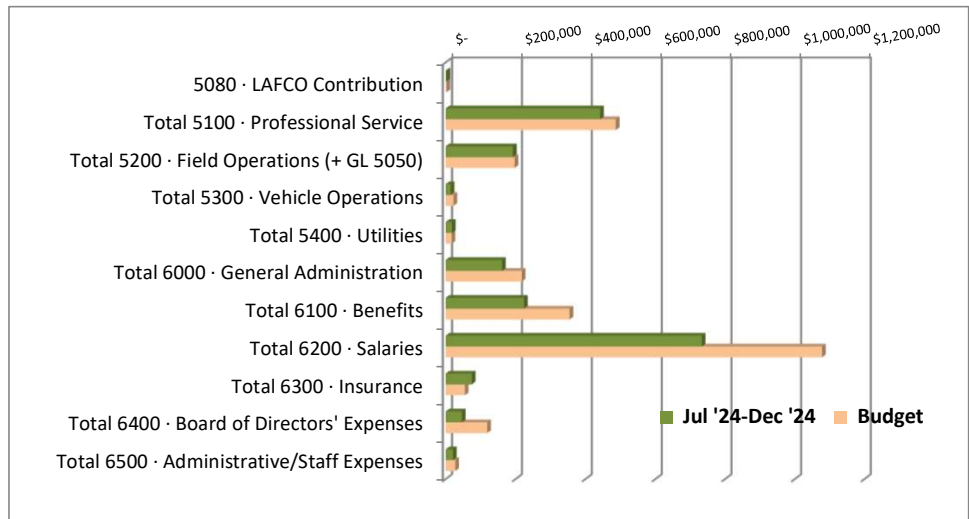
SBVWCD - All Enterprises Budget and Actual
Dec 2024

REVENUE	Jul '24-Dec '24	Budget
Total 4010 · Interest Income	\$ 1,293,384	\$ 830,000
4022· Groundwater Charge	\$ 345,233	\$ 720,175
4026· GW Sustainability/Replenishment	\$ 83,965	\$ -
4025 · Wash Plan Revenue*	\$ 227,427	\$ 90,128
Total 4030 · Mining Income	\$ 180,187	\$ 356,500
4040 · Miscellaneous Income	\$ 4,796	\$ 32,000
4050 · Property Tax	\$ 141,968	\$ 144,775
4055 · SBVMWD Spreading Agreement	\$ 493,880	\$ 502,542
Total 4060 · Property Income	\$ 200	\$ 100
4065 · Redlands Plaza	\$ 97,580	\$ 100,581
4999 · Trust Reimbursement-WP	\$ -	\$ -
Total Revenue	\$ 2,868,621	\$ 2,776,801

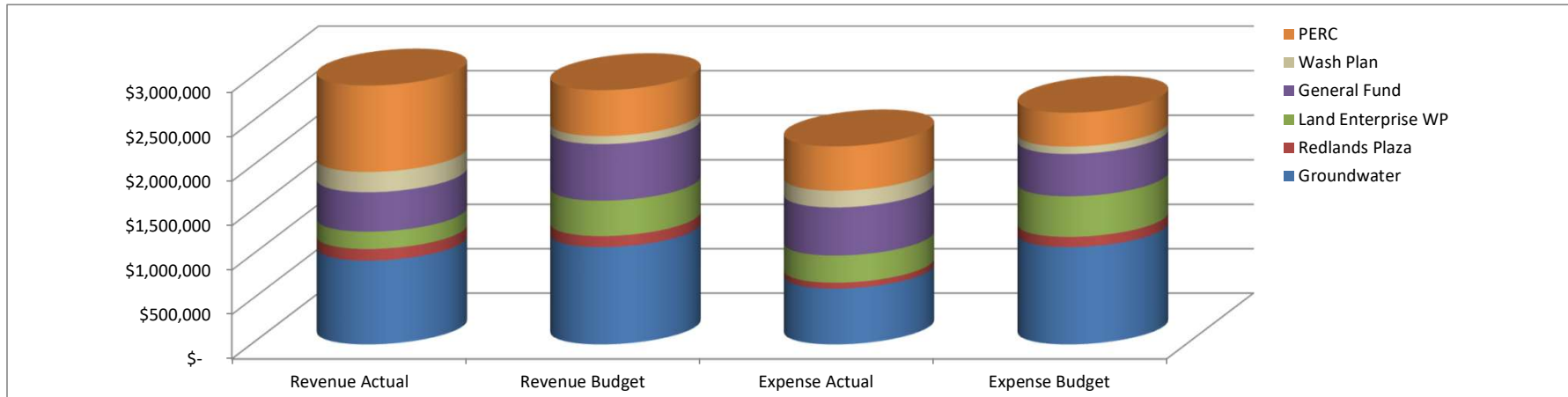
*District loans to the WP & State Permitting payments



EXPENSES Operating and Capital	Jul '24-Dec '24	Budget
5080 · LAFCO Contribution	\$ 2,580	\$ 2,580
Total 5100 · Professional Service	\$ 442,149	\$ 486,961
Total 5200 · Field Operations (+ GL 5050)	\$ 192,681	\$ 197,478
Total 5300 · Vehicle Operations	\$ 14,477	\$ 22,813
Total 5400 · Utilities	\$ 18,214	\$ 17,269
Total 6000 · General Administration	\$ 161,635	\$ 217,847
Total 6100 · Benefits	\$ 224,455	\$ 355,004
Total 6200 · Salaries	\$ 733,525	\$ 1,078,869
Total 6300 · Insurance	\$ 74,909	\$ 55,256
Total 6400 · Board of Directors' Expenses	\$ 46,627	\$ 119,055
Total 6500 · Administrative/Staff Expenses	\$ 21,263	\$ 27,521
Total Expense	\$ 1,932,516	\$ 2,580,653



Enterprises to Date (December 2024)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 944,065	\$ 1,096,018	86%
Groundwater Expense	\$ 628,384	\$ 1,090,142	58%
Revenue -Expense	\$ 315,681	\$ 5,876	
Redlands Plaza Revenue	\$ 130,748	\$ 124,458	105%
Redlands Plaza Expense	\$ 67,206	\$ 115,469	58%
Revenue -Expense	\$ 63,541	\$ 8,989	
Land Enterprise Revenue	\$ 195,084	\$ 398,250	49%
Land Enterprise Expense	\$ 305,362	\$ 457,094	67%
Revenue -Expense	\$ (110,278)	\$ (58,844)	
General Fund Revenue *	\$ 444,477	\$ 635,286	70%
General Fund Expense	\$ 542,620	\$ 474,948	114%
Revenue -Expense	\$ (98,144)	\$ 160,338	
Wash Plan Revenue	\$ 227,427	\$ 90,128	252%
Wash Plan Expense	\$ 187,445	\$ 82,864	226%
Revenue-Expense	39,982	7,263	
PERC Revenue	\$ 969,084	\$ 515,625	188%
PERC Expense	\$ 496,874	\$ 380,136	131%
Revenue-Expense	\$ 472,211	\$ 135,489	
Total All Revenue - Expense	\$ 682,994	\$ 259,112	

Cash Status	As of 7/1/2024	As of 12/31/2024
LAIF	\$ 1,026.17	\$ 1,050.06
Citizens Bank	\$ 601,274.36	\$ 850,976.64
UBS Financial-Gen	\$ 5,618,122.33	\$ 3,374,052.99
UBS Financial-PERC	\$ 28,215,679.82	\$ 24,954,155.18
US Bank-CAMP Gen	\$ 4,307,416.23	\$ 3,893,087.10
US Bank-CAMP PERC	\$ 5,188,179.38	\$ 10,753,871.32
Total	\$ 43,931,698.29	\$ 43,827,193.29
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less PERC Obligation	\$ (35,292,240.70)	\$ (35,763,219.48)
Cash Position	\$ 3,639,457.59	\$ 3,063,973.81

Increase (decrease) of -\$575,483.78

Percent Increase -15.8%

* General Fund Revenue shown here does not include overhead

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

2:47 PM
01/02/2025
Accrual Basis

	Jul - Dec 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 · Interest Income				
4012 · LAIF	12.31	0.00	12.31	100.0%
4015 · UBS Interest Income	842,009.00	1,275,000.00	-432,991.00	66.04%
4016 · Interest Income CAMP	451,362.81	385,000.00	66,362.81	117.24%
Total 4010 · Interest Income	1,293,384.12	1,660,000.00	-366,615.88	77.92%
4020 · Groundwater Charge				
4022 · Groundwater Charge	345,233.00	1,440,349.41	-1,095,116.41	23.97%
4026 · GW Sustainability/Replenishment	83,965.07	0.00	83,965.07	100.0%
Total 4020 · Groundwater Charge	429,198.07	1,440,349.41	-1,011,151.34	29.8%
4025 · Wash Plan Revenue	227,427.37	120,255.44	107,171.93	189.12%
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	110,525.09	65,000.00	45,525.09	170.04%
Total 4030 · Mining Income	180,187.49	713,000.00	-532,812.51	25.27%
4040 · Miscellaneous Income				
4041 · Reimbursed Expenses	2,735.70	0.00	2,735.70	100.0%
4040 · Miscellaneous Income - Other	2,060.00	64,000.00	-61,940.00	3.22%
Total 4040 · Miscellaneous Income	4,795.70	64,000.00	-59,204.30	7.49%
4043 · Project Salary Reimbursement	14,296.64	52,373.50	-38,076.86	27.3%
4050 · Property Tax	141,967.93	169,775.15	-27,807.22	83.62%
4051 · Wash Plan Trails	0.00	66,000.00	-66,000.00	0.0%
4055 · SBVMWD Spreading Agreement Reim	493,880.24	502,542.31	-8,662.07	98.28%
4060 · Property Income				
4062 · Mentone Property	200.00	100.00	100.00	200.0%
Total 4060 · Property Income	200.00	100.00	100.00	200.0%
4065 · Redlands Plaza	97,580.02	201,162.26	-103,582.24	48.51%
4066 · Redlands Plaza CAM	27,967.70	47,553.84	-19,586.14	58.81%
Total Income	2,910,885.28	5,037,111.91	-2,126,226.63	57.79%
Gross Profit	2,910,885.28	5,037,111.91	-2,126,226.63	57.79%
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	153,384.33	250,000.00	-96,615.67	61.35%
5100 · Professional Service				
5120 · Misc. Professional Services	304,836.32	477,500.00	-172,663.68	63.84%
5123 · Habitat Management-WP	79,506.92	87,589.78	-8,082.86	90.77%
5125 · Engineering Services	0.00	35,000.00	-35,000.00	0.0%
5126 · GW Sustainability/Replenishment	0.00	0.00	0.00	0.0%
5127 · Project Accounting Services	0.00	7,500.00	-7,500.00	0.0%
5130 · Aerial Photography & Surveying	108.74	2,546.78	-2,438.04	4.27%
5155 · WP Trails Professional Services	0.00	100,000.00	-100,000.00	0.0%
5160 · IT Support	16,593.75	34,500.00	-17,906.25	48.1%
5170 · Audit	30,960.00	31,350.00	-390.00	98.76%
5180 · Legal	10,143.58	25,000.00	-14,856.42	40.57%
Total 5100 · Professional Service	442,149.31	800,986.56	-358,837.25	55.2%
5133 · Regional River HCP Contribution	0.00	30,000.00	-30,000.00	0.0%
5200 · Field Operations				
5210 · Equipment Maintenance	9,491.95	15,000.00	-5,508.05	63.28%
5215 · Property Maintenance	5,416.25	40,000.00	-34,583.75	13.54%
5225 · Field Clean Up-Illegal dumping	24,388.15	60,000.00	-35,611.85	40.65%
Total 5200 · Field Operations	39,296.35	115,000.00	-75,703.65	34.17%
5223 · Temp. Field Labor	1,529.62	10,000.00	-8,470.38	15.3%

	Jul - Dec 24	Budget	\$ Over Budget	% of Budget
5300 · Vehicle Operations				
5310 · Vehicle Maintenance	4,302.41	10,626.00	-6,323.59	40.49%
5320 · Fuel	10,174.93	35,000.00	-24,825.07	29.07%
Total 5300 · Vehicle Operations	14,477.34	45,626.00	-31,148.66	31.73%
5400 · Utilities				
5410 · Alarm Service	1,605.31	1,260.00	345.31	127.41%
5420 · Electricity	6,721.77	11,032.00	-4,310.23	60.93%
5430 · Mobile Phone	2,700.00	7,507.51	-4,807.51	35.96%
5440 · Telephone	2,061.11	3,240.00	-1,178.89	63.62%
5450 · Natural Gas	155.82	2,350.00	-2,194.18	6.63%
5460 · Water / Trash / Sewer	2,844.42	4,489.72	-1,645.30	63.35%
5470 · Internet Services	2,125.18	3,257.38	-1,132.20	65.24%
Total 5400 · Utilities	18,213.61	33,136.61	-14,923.00	54.97%
6000 · General Administration				
6001 · General Administration - Other	9,365.97	6,000.00	3,365.97	156.1%
6002 · Website Administration	2,372.94	6,300.00	-3,927.06	37.67%
6004 · Meeting Expenses	1,767.84	2,500.00	-732.16	70.71%
6006 · Permits	4,103.00	15,000.00	-10,897.00	27.35%
6007 · Inter District Costs	0.00	10,000.00	-10,000.00	0.0%
6009 · Licenses	332.25	2,000.00	-1,667.75	16.61%
6010 · Surety Bond	1,210.00	1,900.00	-690.00	63.68%
6012 · Office Maintenance	1,233.19	10,000.00	-8,766.81	12.33%
6013 · Office Lease Payment	25,000.02	50,000.00	-24,999.98	50.0%
6015 · Mentone House Maintenance	89.16	4,000.00	-3,910.84	2.23%
6016 · Redlands Plaza Maintenance	836.44	20,000.00	-19,163.56	4.18%
6018 · Janitorial Services	4,895.66	10,560.00	-5,664.34	46.36%
6019 · Janitorial Supplies	609.50	450.00	159.50	135.44%
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	24,500.92	47,553.84	-23,052.92	51.52%
6027 · Computer Software	8,413.43	23,250.00	-14,836.57	36.19%
6030 · Office Supplies	4,000.16	10,000.00	-5,999.84	40.0%
6033 · Office Equipment Rental	3,788.04	8,100.00	-4,311.96	46.77%
6036 · Printing	284.31	2,500.00	-2,215.69	11.37%
6039 · Postage and Overnight Delivery	744.55	1,200.00	-455.45	62.05%
6042 · Payroll Processing	2,105.71	5,000.00	-2,894.29	42.11%
6045 · Bank Service Charges	1,099.58	10,000.00	-8,900.42	11.0%
6051 · Uniforms	1,547.91	3,209.23	-1,661.32	48.23%
6060 · Outreach	19,599.28	130,000.00	-110,400.72	15.08%
6087 · Educational Reimbursement	225.00	5,000.00	-4,775.00	4.5%
6090 · Subscriptions/Publications	1,777.25	3,150.00	-1,372.75	56.42%
6091 · Public Notices	327.26	4,000.00	-3,672.74	8.18%
6093 · Memberships	41,405.58	37,582.60	3,822.98	110.17%
Total 6000 · General Administration	161,634.95	437,405.67	-275,770.72	36.95%
6100 · Benefits				
6110 · Vision Insurance	1,159.34	3,734.85	-2,575.51	31.04%
6120 · Workers' Comp. Insurance	4,938.64	27,435.32	-22,496.68	18.0%
6130 · Dental Insurance	4,066.68	14,299.40	-10,232.72	28.44%
6150 · Medical Insurance				
6150.01 · Medical Employee Contribution	-13,760.48	-39,230.38	25,469.90	35.08%
6150 · Medical Insurance - Other	109,980.74	328,026.84	-218,046.10	33.53%
Total 6150 · Medical Insurance	96,220.26	288,796.46	-192,576.20	33.32%
6160 · Payroll Taxes-Employer	40,580.08	138,848.71	-98,268.63	29.23%
6170 · PERS Retirement				
6170.01 · PERS Employee Contributions	-26,874.45	-85,805.46	58,931.01	31.32%
6170.02 · 457 Plan Employee Contributions	-27,127.15	0.00	-27,127.15	100.0%
6170 · PERS Retirement - Other	131,491.92	333,292.72	-201,800.80	39.45%
Total 6170 · PERS Retirement	77,490.32	247,487.26	-169,996.94	31.31%
Total 6100 · Benefits	224,455.32	720,602.00	-496,146.68	31.15%

	Jul - Dec 24	Budget	\$ Over Budget	% of Budget
6200 · Salaries				
6230 · Regular Salaries	733,525.24	2,157,738.33	-1,424,213.09	34.0%
Total 6200 · Salaries	733,525.24	2,157,738.33	-1,424,213.09	34.0%
6300 · Insurance				
6310 · Property/ Auto Insurance	9,322.64	8,036.04	1,286.60	116.01%
6320 · General Liability Insurance	65,586.57	47,220.40	18,366.17	138.9%
Total 6300 · Insurance	74,909.21	55,256.44	19,652.77	135.57%
6400 · Board of Directors' Expenses				
6401 · Directors' Fees				
6401.5 · Payroll Taxes-Directors	2,968.05	0.00	2,968.05	100.0%
6401 · Directors' Fees - Other	38,340.00	110,600.00	-72,260.00	34.67%
Total 6401 · Directors' Fees	41,308.05	110,600.00	-69,291.95	37.35%
6410 · Mileage	506.52	5,324.00	-4,817.48	9.51%
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	983.08	4,658.50	-3,675.42	21.1%
6430 · Lodging	546.78	5,324.00	-4,777.22	10.27%
6435 · Conf/Seminar Registrations	2,623.00	6,655.00	-4,032.00	39.41%
6440 · Election Fees / Re-Districting	0.00	50,000.00	-50,000.00	0.0%
Total 6400 · Board of Directors' Expenses	46,627.39	188,109.81	-141,482.42	24.79%
6500 · Administrative/Staff Expenses				
6510 · Mileage	1,529.69	3,025.00	-1,495.31	50.57%
6515 · Air Fare	736.12	6,750.00	-6,013.88	10.91%
6520 · Travel, Other (rental car, taxi)	367.10	1,500.00	-1,132.90	24.47%
6525 · Meals	2,982.31	4,725.00	-1,742.69	63.12%
6530 · Lodging	4,515.61	8,800.00	-4,284.39	51.31%
6535 · Conf/Seminar Registrations	11,132.06	28,275.00	-17,142.94	39.37%
Total 6500 · Administrative/Staff Expenses	21,262.89	53,075.00	-31,812.11	40.06%
9999 · Contribution to Capital Maint.	0.00	50,000.00	-50,000.00	0.0%
Total Expense	1,934,045.44	4,949,516.30	-3,015,470.86	39.08%
Net Ordinary Income	976,839.84	87,595.61	889,244.23	1,115.17%
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	292,226.56	2,419,256.35	-2,127,029.79	12.08%
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	39,921.07	187,101.11	-147,180.04	21.34%
7160 · Mendoza Property	0.00	137,000.00	-137,000.00	0.0%
Total 7100 · Land & Buildings	381,146.13	4,514,561.33	-4,133,415.20	8.44%
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	49,294.91	140,000.00	-90,705.09	35.21%
7240 · Office Equipment	6,122.58	30,400.00	-24,277.42	20.14%
Total 7200 · Equipment & Vehicles	60,834.16	185,400.00	-124,565.84	32.81%
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	441,980.29	4,836,961.33	-4,394,981.04	9.14%
Net Other Income	-441,980.29	-4,836,961.33	4,394,981.04	9.14%
Net Income	534,859.55	-4,749,365.72	5,284,225.27	-11.26%



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2080

To: Board of Directors

From: Betsy Miller, General Manager

Date: January 8, 2025

Subject: Statement of Investment Policy for 2025

RECOMMENDATION

Approve the Statement of Investment Policy as presented and renew Board delegation of authority for investment management responsibility to the General Manager for 2025.

BACKGROUND AND DISCUSSION

In accordance with Section 16 of the Statement of Investment Policy, the Board reviews the Statement of Investment Policy annually. In addition, the Board evaluates its delegation of authority for investment management responsibility to the General Manager on an annual basis in compliance with Section 4 of the Policy, and renews such delegation if desired in accordance with Section C.4 of Resolution 604 which defines the responsibility and authorities of the General Manager.

The current Policy was significantly revised in 2016 with additional updates in 2019 to appropriately invest funds associated with the PERC projects. No revisions to the Statement of Investment Policy reviewed and adopted by the Board on January 10, 2024, are proposed.

Staff seeks Board direction on approval of the Statement of Investment Policy for 2025 and renewal of their delegation of authority to the General Manager to invest District reserves and fiduciary assets for 2025 in accordance with the Statement of Investment Policy and Agreement for Employment of the General Manager.

FISCAL IMPACT

Approval of the recommended action would not result in expenditure of District funds. In the case of a lapse in the Statement of Investment Policy, losses in investment income may occur.

POTENTIAL MOTIONS

1. Move to approve the Statement of Investment Policy for 2025.
2. Move to refer Statement of Investment Policy to the Finance & Administration Committee to discuss specific sections.

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:
Mark E. Falcone

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

ATTACHMENTS

Policy 0005-25-1 San Bernardino Valley Water Conservation District Statement of Investment Policy

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT STATEMENT OF INVESTMENT POLICY

Originally Approved: April 24, 2019

Amended: January 10, 2024

POLICY

This Investment Policy (the “Policy”) of the San Bernardino Valley Water Conservation District (the “District”) provides delegation and guidelines for the investment of the District’s surplus cash and reserves that are not required for near-term operational needs of the District. The District will invest these funds in such a manner as to comply with applicable state laws, including California Government Code Sections 53600, et seq. and Sections 53630 – 53686.

No investment shall be made unless authorized under California Government Code Sections 53600, et seq. and Sections 53630 – 53686. The District shall utilize conservative investment vehicles consistent with its objectives and investment strategies identified and listed in this document.

1. SCOPE

The Investment Policy applies to all surplus cash and reserves that are not required for near-term operational needs of the District and all investment activities of the District except for the investment of bond proceeds, which are governed by the appropriate bond documents, and any pension, other post-employment benefit funds, or any other funds held in a trust that has a separate Investment Policy.

2. PRUDENCE

The standard of prudence to be used by those authorized to invest on behalf of the District will be the “prudent investor” standard and will be applied in the context of managing an overall portfolio. The “prudent investor” standard states that:

“When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.”

3. OBJECTIVES

The primary objectives, in priority order, of the investment activities of the District are:

1. Safety—Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
2. Liquidity—The investment portfolio will remain sufficiently liquid to enable the District to meet its cash flow requirements.

3. Return on Investment—The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the investment risk constraints of safety and liquidity needs.

4. DELEGATION OF AUTHORITY

In accordance with Government Code Section 53607, the Board of Directors hereby delegates investment management responsibility for the investment program to the General Manager, for a one-year period. Subject to review, the Board of Directors may renew the delegation of authority pursuant to this section each year. The General Manager, and the General Manager's designees, will monitor and review all investments for consistency with this Investment Policy. The General Manager may delegate day-to-day investment decision making and execution authority to an Investment Advisor. Eligible Investment Advisors must be registered with the Securities and Exchange Commission (SEC) under the Investment Advisors Act of 1940. The Advisor will follow the Policy and such other written instructions as are provided.

Investments shall be limited to investments listed in this Policy or investments added to California Government Code with the approval of the Board. Further, any significant changes in investment strategy will be brought forth by the General Manager and/or Investment Advisor for consideration at a meeting of the Finance and Administration Committee (the "Committee"). If it is deemed necessary by the Committee, such changes in investment strategy may also be taken to the Board of Directors for approval.

5. ETHICS AND CONFLICTS OF INTEREST

Officers and employees involved in the investment process will refrain from personal business activities that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions. Employees and investment officials will disclose to the General Manager any material financial interests in financial institutions that conduct business within their jurisdiction, and they will further disclose any large personal financial/investment positions that could be related to the performance of the District's portfolio.

6. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

The General Manager, or his/her designee, will maintain a list of financial dealers and institutions qualified and authorized to transact business with the District.

The purchase by the District of any investment other than those purchased directly from the issuer, will be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of Financial Industry Regulatory Authority (FINRA), or a member of a Federally-regulated securities exchange, a National- or State-Chartered Bank, a Federal or State Association (as defined by Section 5102 of the Financial Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The General Manager, or his/her designee, will investigate all institutions that wish to do business with the District, in order to determine if they are adequately capitalized, make markets in securities appropriate to the District's needs, and agree to abide by the conditions set forth in the District's Investment Policy and any other guidelines that may be provided. This will be done annually by requiring the financial institutions to submit in writing that they have read and will abide by the

District's Investment Policy and submit its most recent Audited Financial Statement within 120 days of the institution's fiscal year-end.

If the District has retained the services of an Investment Advisor, the Investment Advisor may use its own list of authorized broker/dealers to conduct transactions on behalf of the District.

Purchase and sale of securities will be made on the basis of competitive bids and offers with a minimum of three quotes being obtained, whenever possible.

7. AUTHORIZED AND SUITABLE INVESTMENTS

The District will limit investments in any one issuer, except for U.S. Treasuries, federal agencies, U.S. instrumentalities, and pooled funds (i.e., money market funds, local government investment pools, and LAIF), to no more than 5% regardless of security type.

Where this section specifies a percentage limitation for a particular security type, that percentage is applicable only at the date of purchase. Credit criteria listed in this section refers to the credit rating category (inclusive of modifiers) at the time the security is purchased. If an investment's credit rating falls below the minimum rating required at the time of purchase, the General Manager, or his/her designee, will perform a timely review and decide whether to sell or hold the investment. If the District has retained the services of an Investment Advisor, the Investment Advisor will notify the General Manager of such a downgrade and will recommend a plan of action.

The following instruments are hereby authorized for investment by the District. If a type of instrument is not specifically authorized by this Policy, it is not a permitted investment.

1. **U.S. Treasuries.** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for the payment of principal and interest.
2. **U.S. Federal Agency Obligations.** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.
3. **California State and Local Agency Obligations.** Obligations of the State of California or any local agency within the state, including bonds payable solely out of revenues from a revenue-producing property owned, controlled or operated by the state or any local agency or by a department, board, agency or authority of the state or any local agency. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by two Nationally Recognized Statistical Rating Organizations ("NRSROs"). Obligations eligible for investment under this subdivision with maturities under one year must be rated in a rating category of "A-1," its equivalent, or better by an NRSRO. No more than 30% of the District's portfolio may be invested in municipal obligations (combined with other state obligations, as described in section 8.4).
4. **Other State Obligations.** Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a

department, board, agency, or authority of any of the other 49 United States, in addition to California. Obligations eligible for investment under this subdivision with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by an NRSRO. Obligations eligible for investment under this subdivision with maturities under one year must be rated in a rating category of "A-1," its equivalent, or better by an NRSRO. No more than 30% of the District's portfolio may be invested in municipal obligations (combined with California state and local agency obligations, described in section 8.3).

5. **Bankers' Acceptances.** Purchases of bankers' acceptances will have a maximum maturity of 180 days. No more than 30% of the District's portfolio may be invested in bankers' acceptances. Eligible bankers' acceptances must be rated in a rating category of "A-1," its equivalent, or better by an NRSRO.
6. **Commercial Paper.** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by two NRSROs. The entity that issues the commercial paper will meet all of the following conditions in either paragraph a or paragraph b:
 - a. The entity meets the following criteria: (i) Is organized and operating in the United States as a general corporation. (ii) Has total assets in excess of five hundred million dollars (\$500,000,000). (iii) Has debt other than commercial paper, if any, that is rated in a rating category of "A" or higher by an NRSRO.
 - b. The entity meets the following criteria: (i) Is organized within the United States as a special purpose corporation, trust, or limited liability company. (ii) Has program wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond. (iii) Has commercial paper that is rated in a rating category of "A-1" or higher, or the equivalent, by an NRSRO.
7. Eligible commercial paper will have a maximum maturity of 270 days or less. No more than 25% of the District's portfolio may be invested in commercial paper.. **Medium-Term Notes.** Medium-term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the U.S. or any state, and operating within the U.S. medium-term notes must be rated in a rating category of "A," its equivalent, or better by an NRSRO. No more than 30% of the District's portfolio may be invested in medium-term notes.
8. **Bank Deposits.** Funds may be deposited in federally-insured or collateralized bank deposits to include, but not limited to, demand deposit accounts, savings accounts, market rate accounts, and time deposits. To be eligible to receive District deposits, the financial institution must be located in California and comply with the requirements listed in Government Code Section 53630 et. seq. The General Manager, at his/her discretion, may waive the collateralization requirements for any portion that is insured by the Federal Deposit Insurance Corporation or by the National Credit Union Administration. The District shall have a signed agreement with any depository accepting District funds per Government Code Section 53649. The final maturity of time deposits may not exceed

five years. There is no limit on the percentage of the portfolio that may be invested in bank deposits. However, a maximum of 50% of the portfolio may be invested in time deposits.

9. **Deposit Placement Services.** The District may invest a portion of its portfolio in deposits at a commercial bank, savings bank, savings and loan association, or credit union in the State Of California (the selected depository) that uses a private sector entity that assists in the placement of deposits in the United States. The full amount of each deposit placed and the interest that may accrue on each such deposit will at all times be insured by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA). Additional required criteria for this investment type can be found in California Government Code Section 53601.8.

If the District also uses negotiable certificates of deposit ("CDs") (described in section 8.10), the 30% limit applies to the combined total invested in negotiable CDs and with deposit placement services. The maximum maturity of these instruments may not exceed five years.

The District will monitor the financial institutions selected by deposit placement services to ensure that the District does not deposit more than the amount eligible for FDIC insurance in a single financial institution through non-negotiable CDs and deposit placement services.

10. **Negotiable Certificates of Deposit.** Negotiable certificates of deposit issued by a nationally- or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally- or state-licensed branch of a foreign bank. Eligible negotiable CDs with maturities in excess of one year must be rated in a rating category of "A," its equivalent, or better by an NRSRO. Eligible negotiable CDs with maturities under one year must be rated in a rating category of "A-1," its equivalent, or better by an NRSRO. No more than 30% of the District's investment portfolio may be invested in negotiable CDs. If the District also uses a deposit placement service (described in section 8.9), the 30% limit applies to the combined total invested in negotiable CDs and with deposit placement services.
11. **State of California's Local Agency Investment Fund (LAIF).** The State Treasurer established LAIF for the benefit of local agencies. The District can invest up to the maximum amount permitted by the State Treasurer.
12. **Money Market Funds.** Shares of beneficial interest issued by diversified management companies that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1, et seq.). To be eligible for investment pursuant to this subdivision these companies will either:
 - a. Attain the highest ranking letter or numerical rating provided by not less than two of the three largest NRSROs, or;
 - b. Have an Investment Advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years' experience managing money market mutual funds and with assets under management in

excess of \$500,000,000.

No more than 20% of the District's portfolio may be invested in money market funds.

13. **Local Government Investment Pools (LGIPs).** Shares of beneficial interest issued by a joint powers authority organized pursuant to Government Code Section 6509.7 that invests in the securities and obligations authorized in subdivisions (a) to (q), inclusive, of Government Code Section 53601. Each share will represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares will have retained an investment adviser that meets all of the following criteria:
 - a. The adviser is registered or exempt from registration with the Securities and Exchange Commission.
 - b. The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive of California Government Code Section 53601.
 - c. The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).
14. **U.S. Instrumentalities.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), or Inter-American Development Bank (IADB), with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision must be rated in a rating category of "AA" by an NRSRO. No more than 30% of the District's portfolio may be invested in these obligations.
15. **Asset-Backed Securities (ABS).** A mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-back certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years maturity. Securities eligible for investment under this subdivision shall be issued by an issuer having rated in a rating category of "A" or higher rating for the issuer's debt as provided by an NRSRO and rated in a rating category of "AA" or its equivalent or better by an NRSRO. No more than 20% of the District's portfolio may be invested in ABS with a maturity duration of no more than five (5) years.

8. PROHIBITED INVESTMENTS

Investments not described herein, including but not limited to stocks, inverse floaters, range notes, mortgage-derived, interest-only strips, or any security that could result in zero interest accrual if held to maturity are prohibited for purchase by the District. This prohibition does not apply to securities issued or backed by the U.S. government that could result in zero-or negative-interest accrual if held to maturity, in the event of, and for the duration of, a period of negative market interest rates. The District will not leverage or borrow money for the purpose of investing.

9. INVESTMENT POOLS

The District will complete due diligence for any pooled investments the District invests in. The

General Manager will collect and evaluate the following information for each pool/fund:

- Permitted investments and objectives
- Description of interest calculations
- Method/frequency of interest distribution
- Treatment of gains and losses
- Method/frequency of audits
- Description of eligible investors
- Limits/minimum account sizes, type of assets, transaction sizes, and number of transactions
- Limits on withdrawals
- Frequency of statements and reporting of underlying investments
- Reserves or retained earnings
- Fee schedules

10. COLLATERALIZATION

Collateralization is required for deposits. Deposits must be collateralized as specified under Government Code Section 53630, et seq. The District, at its discretion, may waive the collateralization requirements for any portion that is covered by federal deposit insurance. Funds may be deposited in active or inactive accounts, but may not exceed the total paid-up capital and surplus in any depository.

11. SAFEKEEPING AND CUSTODY

All deliverable securities owned by the District will be kept in safekeeping/custody by a third-party bank's trust department. All trades of marketable securities will be executed (cleared and settled) on a delivery vs. payment (DVP) basis to ensure that securities are deposited in the District's safekeeping/custody bank prior to the release of funds.

12. MAXIMUM MATURITIES

For purposes of compliance with this section, an investment's term or remaining maturity shall be measured from the settlement date to final maturity. A security purchased in accordance with this section shall not have a forward settlement date exceeding 45 days from the time of investment.

The purchase of U.S. Treasuries, Federal Agencies and Municipals with maturities in excess of five years is permitted, subject to the following constraints: U.S. Treasuries, Federal Agencies and Municipals shall have a maximum maturity at time of purchase of eleven years or less. This change to the investment policy was approved by the Board of Directors on April 24, 2019.

13. INTERNAL CONTROLS

The General Manager will establish an annual process of independent review by an external auditor. This review will provide internal control by assuring compliance with policies and procedures.

14. PERFORMANCE STANDARDS

The District will establish a performance benchmark consistent with its investment strategy and

supportive of its investment objectives.

15. REPORTING REQUIREMENTS

The General Manager shall submit a monthly report of investment transactions, if any, that is in accordance with California Government Code §53607. In addition, on a regular basis, the General Manager may provide the Board of Directors with a report that shall disclose, at a minimum, the following information about the risk characteristics of District's portfolio: a listing of District assets showing par value, cost, and market value of each security, type of investment, issuer name, credit quality, coupon rate, and yield to maturity at cost. This report may also include a statement of compliance with the Investment Policy, including a schedule of any transactions or holdings which do not comply with this Policy or with the California Government Code, if any, including a justification for their presence in the portfolio and a timetable for resolution, and a statement that the District has adequate funds to meet its cash flow requirements for the next six months.

These reports shall also contain any additional information as is requested by the Board of Directors.

16. INVESTMENT POLICY ADOPTION AND REVIEW

The District's Investment Policy is hereby adopted by the District's Board of Directors. This Policy will be reviewed annually by the Board of Directors and any modifications made thereto must be approved by the Board of Directors.

17. GLOSSARY

See attached **Appendix A**.

APPENDIX A GLOSSARY

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

BENCHMARK: A comparative base for measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and the average duration of the portfolio's investments.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A deposit with a specific maturity evidenced by a Certificate. Large-denomination CDs are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies. California Government Code Sections 53630 – 53686 et seq. mandate the collateral requirements for public funds in the state of California.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per entity.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)- registered securities broker-dealers, banks, and a few unregulated firms.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15(C)3-1: See Uniform Net Capital Rule.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2081

To: Board of Directors

From: Milan Mitrovich, Land Resources Manager

Date: January 8, 2025

Subject: Contract Services Agreement with Nakae & Associates for Implementation of Permit Conditions for the Plunge Creek Conservation Project

RECOMMENDATION

Approve the Contract Services Agreement with Nakae & Associates (Nakae) for implementation of permit conditions associated with the Plunge Creek Conservation Project in an amount not to exceed \$50,000.

BACKGROUND AND DISCUSSION

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

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

The State and Federal permits issued for the Plunge Creek Conservation Project require the following post-construction actions over a five-year timeframe:

- Collection and spreading of seeds of native plant species from the Wash to restore habitat quality in areas that were temporarily disturbed by the Project
- Spreading and monitoring of Santa Ana River woolly-star seed collected prior to Project construction
- Wetland monitoring using the California Rapid Assessment Method
- Monitoring of the Santa Ana River woolly-star seeding locations and restoration areas

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:
Mark E Falcone

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

**GENERAL
MANAGER**

Betsy Miller

- Treatment of invasive plants within the Project area and a significant buffer area
- Monitoring of San Bernardino kangaroo rat

The District contracted with IERCD, from 2020 through 2024, to conduct all of the items above, with the exception of monitoring for San Bernardino kangaroo rat. With all previously-contracted items complete and only weed treatments remaining, staff proposes an agreement with Nakae to complete the fifth and final year of Safe Harbor Agreement requirements by focusing on treatment of invasive plants within the Project area and associated buffer. (San Bernardino kangaroo rat monitoring is not included in this contract.) The proposed contract details the term, scope of services, and compensation along with standard District contract requirements.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$50,000 from GL 5120, Professional Services.

POTENTIAL MOTIONS

1. Approve Contract Services Agreement with Nakae & Associates for implementation of permit conditions associated with the Plunge Creek Conservation Project tied to habitat restoration and enhancement services and authorize the General Manager to execute the Contract Services Agreement.
2. Provide other direction to staff.

ATTACHMENTS

Contract Services Agreement For Professional Services - Professional Services Agreement For Plunge Creek Management Services

CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT FOR PLUNGE CREEK MANAGEMENT SERVICES (“Agreement”) by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California special district (“District”), and **NAKAE & ASSOCIATES, INC.**, a California corporation (“Consultant”), is effective BEGINNING JANUARY 1, 2025 (“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 habitat restoration and enhancement services in connection with District’s Plunge Creek Conservation Project, as detailed more specifically in the Scope of Services listed in Attachment A to this agreement. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner, and consistent with the standards and requirements set out in the Scope of Services.

1.2 Authorization to Begin. The Consultant shall begin work or services upon being provided with a written Initial Notice to Proceed by the District. No work or services other than that described in the Scope of Services shall be initiated by the Consultant without express authorization of the District and documentation of a Change Order to this Agreement. Services listed in the Scope of Services shall be considered authorized to be performed by Consultant on those areas designated in Exhibit A hereto, upon Consultant’s receipt of the Initial Notice to proceed. The total cost of all services to be provided hereunder by Contractor shall not exceed the total cost of fifty thousand dollars (\$50,000.00). Consultant shall coordinate with the District’s Contract Officer regarding the specific activities and areas of work to which Contractor’s efforts hereunder shall be directed, and Contractor may not invoice for any tasks or services, and District shall not be obligated to pay for any tasks or services so performed, not otherwise directed or authorized by the District’s Contract officer in writing, prior to the time such tasks or services are performed.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be paid an amount not to exceed fifty thousand dollars (\$50,000.00) over the entire term of the Agreement. Payments shall be made by District to consultant on a time and materials basis, based upon and at the rates for services and tasks shown in the Schedule of Compensation attached hereto as Attachment “B.”

2.2 Method of Payment. Provided that Consultant is not in default under the terms of the Agreement, the Consultant shall be paid upon receipt by District of a detailed written record of services performed and time spent. Prior to payment of the final invoice, all work authorized by the District shall be completed, and all mapping, data, reports, or other deliverables shall be delivered to District by Consultant.

2.3 Content of Invoices. Each invoice submitted by the Consultant shall reflect the amount of time spent, the category or designation of the person performing the work with reference to the hourly rate listed in Exhibit B, a description of the work performed on each specific date within that time by each employee or sub-consultant for each task, and any materials or other direct costs. Invoices shall also reflect the ongoing cumulative amount of contract budget expended, and that remaining, after payment of the specific invoice, to permit tracking by both District and Contractor to prevent budget overruns. Invoices without this information shall not be paid. Invoices shall be submitted by Consultant to District no less frequently than quarterly.

3.0 COORDINATION OF WORK

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

3.2 Contract Officer. Milan Mitrovich 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”).

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

3.4 Independent Consultant. Consultant shall execute the specifics of its services hereunder 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, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this Agreement, all in accordance with the Workers' Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance in the amount of, at least, one million dollars (\$1,000,000.00) per accident for bodily injury and disease.

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

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

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

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

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

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

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

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

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

4.1-03.07 Errors and Omissions/Professional Negligence. Consultant shall procure and maintain errors and omissions insurance, or professional liability insurance, at all times this Agreement is in effect, covering the services to be provided hereunder in the amount of one million dollars (\$1,000,000.00) per claim and annual aggregate.

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

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

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

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 of the District's sole negligence or willful misconduct.

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. Notwithstanding anything herein to the contrary, neither party shall be liable to the other for any punitive damages arising from this Agreement.

4.3 Laws, Regulations and Permits. The Consultant shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Consultant shall be liable for all violations of the law in connection with work furnished by the Consultant.

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

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from the Effective Date, and shall continue in full force and effect until December 31, 2025, or until earlier terminated under Section 6.11 below.

6.0 MISCELLANEOUS

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

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

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

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the Contract Officer, San Bernardino Valley Water Conservation District, 1630 W. Redlands Boulevard, Suite A, Redlands, CA 92373-0581, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

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

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

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

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

6.10 Ownership of Work. Documentation associated with all work performed and all work product generated by the Consultant hereunder shall be the exclusive property of the District. The Consultant shall provide to the District all notes, maps, graphs, worksheets, reports, computer databases, and programs, or any other analysis or analytical tools created or produced by the Consultant in connection with its work performed hereunder, no later than the time of the completion of the Consultant's work or earlier termination of this Agreement under Section 6.11 below. The Consultant shall not disclose or utilize its work under this Contract in any other assignment or for any other purpose, or otherwise disclose or utilize such work, without the prior written consent of the District, which consent shall not be unreasonably withheld.

6.11 Termination. This Agreement may be terminated by either party giving 30 days' notice in writing to the other party and sent by registered mail to the principal place of business that such notice is addressed. The rights, duties, and responsibilities of the Consultant shall continue in full force during the period of this 30-day notice unless otherwise directed by District. After the expiration of the 30-day interval following notice, no rights or liabilities shall arise out of this relationship, except that the indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Consultant on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Consultant and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

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

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

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

NAKAE & ASSOCIATES, INC.

SAN BERNARDINO VALLEY
WATER CONSERVATION DISTRICT

By: _____
Kevin Kirchner
Title
Address
Address
Phone
Email

By: _____
Melody McDonald
President

Date: _____

Date: _____

Exhibit A
Scope of Services

Start Date: January 9, 2025

End Date (unless earlier terminated): December 31, 2025

Project: Plunge Creek Conservation Project

Scope of Work:

Within the specified time frame, Nakae & Associates shall perform the following work:

As per the direction of the District and its Contract Officer, habitat enhancement activities consistent with the permits from the United States Army Corps of Engineers (“ACOE”), the California Regional Water Quality Control Board, Santa Ana Region (“RWQCB”), and the California Department of Fish and Wildlife (“CDFW”) for the Project (collectively, the “Agency Permits”), which are as follows:

The Clean Water Act Section 404 Nationwide Permit Verification letter issued by the ACOE dated April 11, 2019 (SPL-2017-00784-LRS);

The Amended Streamlined Formal Section 7 Consultation for the Project dated July 22, 2020, issued by the U.S. Fish and Wildlife Service;

The Clean Water Act Section 401 Water Quality Certification and Order for the Project (SARWQCB WDID #362017-41) dated October 3, 2018, issued by the Santa Ana Regional Water Quality Control Board; and

The Safe Harbor Agreement (No. 2089-2020-003-06) for the Project dated July 31, 2020, issued by the California Department of Fish and Wildlife.

Recognizing described activities number 1 through 4 listed below have been addressed in previous years by Inland Empire Resource Conservation District, Nakae shall focus their work on execution of activity number 5.

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

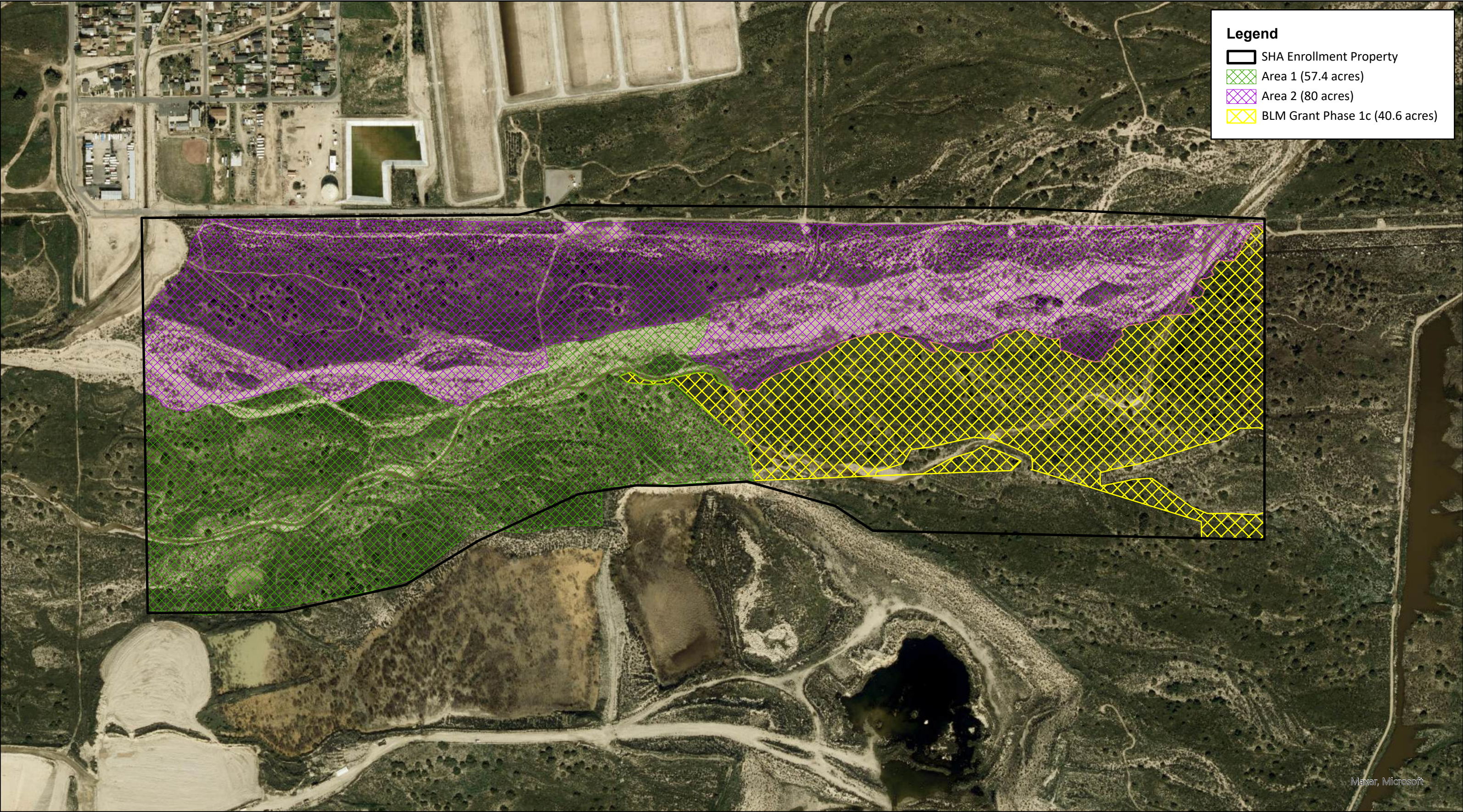
Contractor will perform invasive plant cover reduction, with an emphasis on reduction or elimination of non-native grass, across Area 1 (approximately 57.4 acres) in the attached map of the Plunge Creek Safe Harbor Agreement Grass Treatment Areas. As time and funding allows, the 80-acre, identified as Area 2 in the map, will also be enhanced through treatment of invasive plant species.

Schedule of Activities: Contractor's activity will be seasonally focused, adjusted per the characteristics and demands of the habitat areas covered, climactic conditions, and the known presence of threats from invasive species, shall generally be directed as follows:

- January through April – Invasive grass and broadleaf treatments using herbicide.
- May through August – Treatment of perennial invasive species, including woody invasive removal.

Plunge Creek Safe Harbor Agreement Grass Treatment Areas

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD, CASIL, SBVMWD
GIS Contact: Anna Frey
M:\SBVWCD Plunge Creek Project\Management
December 03, 2024



Maxar, Microsoft

Exhibit B

"Bidder's Equipment, Labor Time, and Materials" "Non-Prevailing Wage/Non-Davis Bacon Wage" September 2024 to September 2025	
ITEM	RATE/PERIOD
Labor	
Superintendent	\$ 115.00 /hour
"Class A Driver"	\$ 65.00 /hour
"Operator"	\$ 62.00 /hour
"Landscape Foreman"	\$ 58.00 /hour
"Landscape Foreman Travel Time"	\$ 87.00 /hour
"Landscape Crew Leader"	\$ 40.00 /hour
"Landscape Laborer"	\$ 34.00 /hour
Equipment 'Bare'	
Trencher	\$ 53.00 /hour
Backhoe	\$ 66.00 /hour
Skiploader	\$ 45.00 /hour
Bobcat	\$ 55.00 /hour
DC80 Dozer	\$ 65.00 /hour
750 HL Wheel Loader	\$ 85.00 /hour
Semi/Lowbed	\$ 104.00 /hour
Dump Truck 'Roll-off'	\$ 90.00 /hour
Water Truck	\$ 50.00 /hour
1 Ton Flatbed	\$ 20.00 /hour
Pick-up Truck	\$ 15.00 /hour
Compressor	\$ 125.00 /day
Wacker	\$ 75.00 /day
200-Gallon Sprayer	\$ 200.00 /day
Hand Rototiller	\$ 100.00 /day
Irrigation Trailer	\$ 50.00 /day
Toro Dingo	\$ 150.00 /day
Kubota RTV 900	\$ 75.00 /day
Auger 'Attachment'	\$ 10.00 /hour
8' Disk 'Attachment'	\$ 25.00 /hour
14' Mower 'Attachment'	\$ 25.00 /hour
6' Flail Mower 'Attachment'	\$ 25.00 /hour
81" Tiller 'Attachment'	\$ 25.00 /hour
Fecon Mower 'Attachment'	\$ 50.00 /hour
Materials	Cost + 15% Mark-up
Dump Fees	Cost + 15% Mark-up
Subcontractor	Cost + 10% Mark-up

Note: We will be charging 2 hours of "Landscape Foreman Travel Time" per day for each Foreman, Driver or Operator that drives a company owned crew truck back and forth from our yard in Irvine to the site. This covers the overtime that we must pay to them.



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2082

To: Board of Directors

From: Betsy Miller, General Manager

Date: January 8, 2025

Subject: Memorandum Of Understanding Between San Bernardino County And San Bernardino Valley Water Conservation District

RECOMMENDATION

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

BACKGROUND AND DISCUSSION

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

Following discussion of this item on August 14, 2024, the Board requested an extension of the time period for installation along with a more detailed estimate of costs. Based on this direction, Section II.A.1 of the MOU has been revised to show a project completion date in December 2026 and Section II.A.3 has been added allowing the District to terminate the agreement if quotes for the project exceed \$200,000. While quotes have not been requested at this time due to the lack of an MOU, the estimated project cost is based on informal discussions with companies experienced in completing such work.

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:
Mark E. Falcone

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

The draft updates to the MOU, which were then pending approval by the County of San Bernardino, were discussed by the Outreach Committee on September 25, 2024.

FISCAL IMPACT

Approval of the recommended action will not incur immediate costs to the District. If approved, the District will pursue a contract with a qualified landscape architect and/or contractor to design and install the garden, with estimated costs of approximately \$200,000. The garden design is anticipated in FY25, with installation planned for FY26, subject to adjustments during contract preparation. Funds for the design are included in the approved FY25 budget under GL 6060 Outreach, and funds for installation will be proposed in the FY26 budget for Board consideration.

POTENTIAL MOTIONS

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

ATTACHMENTS

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

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

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

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

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

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

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

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

SECTION I— INTRODUCTION

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

SECTION II— SERVICES TO BE PERFORMED

A. SBVWCD agrees, at its sole cost and expense, to provide the following:

1. Designing, developing, and installing a water wise garden of a mutually agreed design at the Premises, which shall be provided through SBVWCD-engaged consultants, trained professional staff, and landscape architects. Installation will be completed and the water wise garden will be open to the public by no later than December 31, 2026.
2. Designing and installing of interpretive signage and learning objectives for printed infographics and outdoor reader rails.

3. Notwithstanding anything to the contrary in this Section II, Subsection A, if prior to the completion of the water wise garden, any expense(s) to be reasonably incurred by SBVWCD would cause the aggregate amount then incurred by SBVWCD for the design, development, and installation of the water wise garden to exceed \$200,000, SBVWCD shall have the right to terminate this MOU by providing the County with not less than 30 days prior written notice along with documentation showing that such expense(s) would exceed said aggregate amount. If said documentation is verified by the County, Section III, Subsection B shall not apply and SBVWCD shall, at its sole cost and expense (even if it would cause the total aggregate amount to exceed \$200,000) remove the then existing water wise garden and all associated appurtenances and return the Premises to substantially the same condition as existed on the date the last of the parties executed this MOU, reasonable wear and tear excluded. Upon completion of such removal, this MOU shall be deemed terminated without further obligations of the parties to each other, except for those obligations that survive the termination of this MOU.

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

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

SECTION III —IN KIND SERVICES & TERM

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

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

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

SECTION IV —INDEMNIFICATION AND INSURANCE

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

SECTION V - GENERAL PROVISIONS

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

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

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

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

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

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

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

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

on behalf of the SBVWCD or by a parent, subsidiary or otherwise related business entity of SBVWCD.

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

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

COUNTY:

San Bernardino County
2024 Orange Tree Lane
Redlands, CA 92374

SBVWCD:

San Bernardino Valley Water Conservation District
1630 W Redlands Blvd Suite A,
Redlands, CA 92373

K. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

SAN BERNARDINO COUNTY

**SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT**

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to Legal Form:

TOM BUNTON, County Counsel

San Bernardino County, California

By: _____
Agnes Cheng, Deputy County
Counsel

Date: _____

EXHIBIT A

PREMISES

The waterwise garden will be installed in the highlighted northwest garden area of the San Bernardino County Museum located at 2024 Orange Tree Lane, Redlands CA 92374.

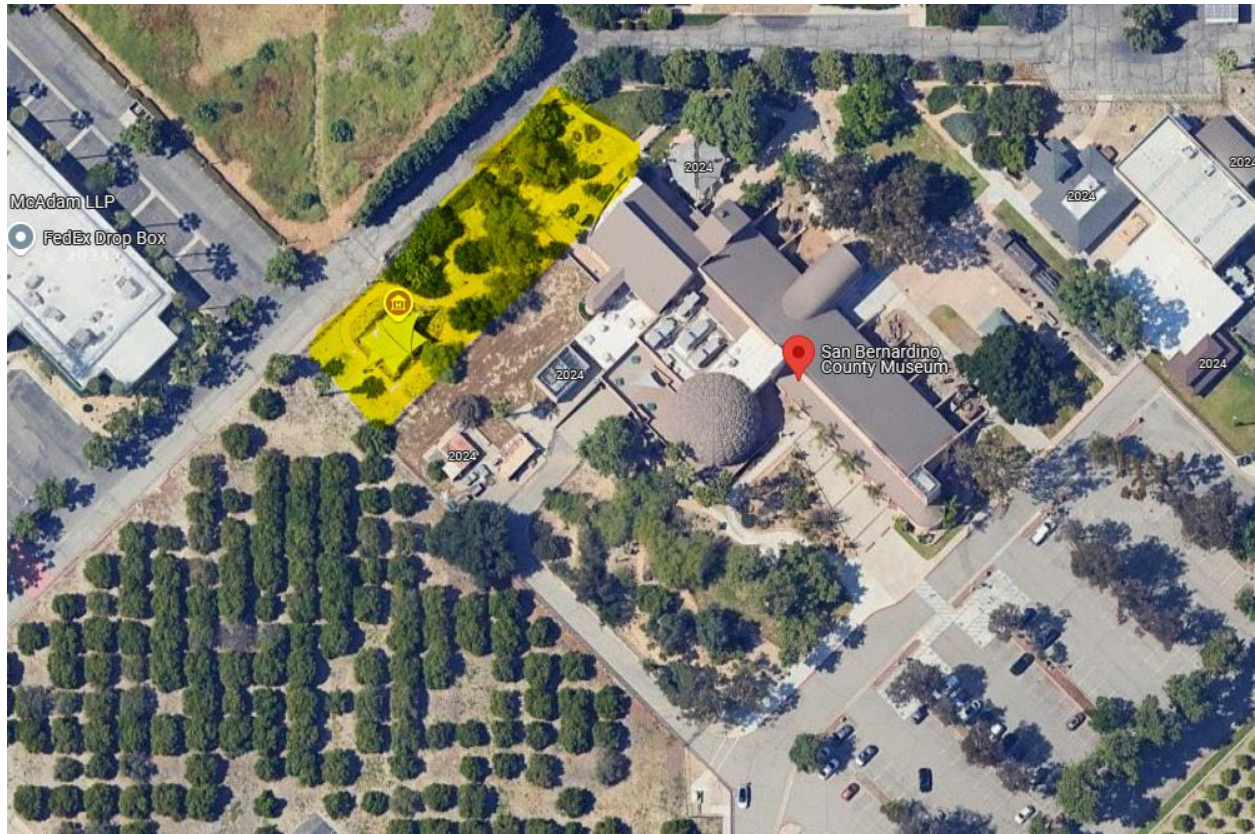


EXHIBIT B

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

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

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

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

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

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

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

of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this MOU. SBVWCD agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

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

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

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

EXHIBIT “C”
POLITICAL CONTRIBUTIONS

SENATE BILL 1439
SBVWCD INFORMATION REPORT

DEFINITIONS

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

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

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

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

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

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

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

Name of SBVWCD:

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

2. Name of agent of SBVWCD:

Company Name	Agent(s)
N/A	

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

Company Name	Contact
N/A	

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

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

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

Yes ☐

No ☒

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

Company Name	Individual(s) Name
Unknown	

--	--

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

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

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

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

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

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

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

EXHIBIT "D"

PREVAILING WAGE REQUIREMENTS

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

1. Determination of Prevailing Rates:

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

2. Payment of Prevailing Rates

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

3. Prevailing Rate Penalty

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

4. Ineligible Contractors:

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

5. Payroll Records:

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

6. Limits on Hours of Work:

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

7. Penalty for Excess Hours:

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

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

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

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

b. Labor Code section 1725.5 states the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. Labor Code section 1771.1 states the following:

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

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

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

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

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

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

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a

subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

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

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

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

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

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

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

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

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon

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

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

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

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

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

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

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

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

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

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in DISTRICT jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

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

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

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

d. Labor Code section 1771.4 states the following:

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

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

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

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

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

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

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

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

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

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except

those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

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

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

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

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

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

2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all Contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.
 - ii. The DAS-140 is a notification “announcement” of the Contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice.*
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or

- subcontract, but in no event later than the first day in which the Contractor has workers employed on the public work.
- iv. Contractors who are already approved to train apprentices (i.e. check "Box 1" on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either "Box 2" or "Box 3" on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an "apprenticeable" craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the Contractor's completion of work on the project. "Apprenticeable" crafts are denoted with a pound symbol "#" in front of the craft name on the prevailing wage determination.
 - ii. All Contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the "DAS-142" form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A Contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only "registered" apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the "CAC-2" form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.

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

3. Exemptions to Apprenticeship Requirements:

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

4. Exemption from Apprenticeship Ratios:

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

5. Contractor's Compliance:

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



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2083

To: Board of Directors
From: Betsy Miller, General Manager
Date: January 8, 2025
Subject: SBVWCD Board Priorities for 2025

RECOMMENDATION

Review, provide feedback, and consider approval of the 2025 District Board Priorities.

BACKGROUND AND DISCUSSION

Preparation of annual Board priorities provides an opportunity for Directors to develop consensus and provide direction on District projects, tasks, and goals based on staff and financial considerations and the District's Strategic Plan.

In 2024, staff completed seven of the District Board Priorities:

- Priority 1: Groundwater Recharge Operations
- Priority 2: Operate Enhanced Recharge Basins
- Priority 7: Facilities Maintenance Plan
- Priority 10: Communications and Engagement Plan
- Priority 11: Expand Integrated SAR Model to Incorporate Recharge
- Priority 14: Mill Creek Sediment Removal
- Priority 15: Apply for and/or Secure Grant Funds

In addition, staff made significant progress on five of the remaining District Board Priorities:

- Priority 3: PERC Project Feasibility Studies
 - Waterman, Twin and Lynnwood: Sediment transport analysis, hydraulic modeling of existing conditions, and value engineering and constructability review were completed in 2024, with hydraulic modeling of project alternatives, quantity calculations, and groundwater analysis in process.
 - Plunge Creek: Sediment transport analysis, average hydrology analysis, basin routing, and hydraulic modeling were completed in 2024, with groundwater analysis, preliminary quantity take-offs, value engineering and constructability review, and results evaluation in process.

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:
Mark E. Falcone

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

- Oak Creek: Sediment transport analysis, average hydrology analysis, basin routing, hydraulic modeling, and value engineering and constructability review were completed in 2024, with groundwater analysis and preliminary quantity take-offs in process.
- Mill Creek: Sediment transport analysis, average hydrology analysis, and hydraulic modeling of existing conditions were completed in 2024 with hydraulic modeling of project alternatives and groundwater analysis in process.
- Priority 4: Wash Plan BLM Land Exchange
 - Received General Warranty Deed and Patent.
 - Transfer documents are currently under review by the BLM State office and solicitor.
- Priority 5: Mentone Shop Permitting and Construction
 - Permits complete.
 - Construction is partially complete and is expected to resume in early 2025 following selection of a new contractor.
- Priority 8: Mill Creek Operations Safe Harbor Agreement
 - The initial application was submitted to U.S. Fish and Wildlife Service on March 5, 2024, with a revised application responding to comments received from USFWS submitted on June 24, 2024.
- Priority 9: Wash Plan Trails MOU, Permitting and Operations Framework
 - The Trails MOU was approved by the City of Redlands on October 14, 2024.

Staff has prepared a draft matrix of priorities for 2025 for review, discussion, and ranking by our Directors with estimated resource needs and associated Strategic Plan 2024-2028 goals. The priority projects for 2025 include continued operation of the District existing groundwater recharge facilities to maximize benefit to our community, initial operation of the newly-completed Enhanced Recharge basins, completion of the PERC feasibility studies and prioritization of project alternatives, completion of the BLM land exchange, construction of the Mentone Shop, initiating final design for the top priority PERC project, obtaining a Conservation Benefit Agreement for Mill Creek operations, installation of a water-wise garden at the San Bernardino County Museum, updating the District's website, conducting outreach presentations showcasing the value of the District's work to the community per the District's Outreach Plan, permitting and opening priority Wash Plan wildland trails, installing the Mill Creek flow meter, and continuing to apply for and secure grant funding.

FISCAL IMPACT

The approved FY25 budget, including approved staff positions, includes the resources necessary to accomplish the proposed Board Priorities for 2025 with the potential exceptions of Priority 2: Operate Enhanced Recharge Basins, Priority 4: Complete Wash Plan BLM Land Exchange, and Priority 9: Implement Key Outreach Plan Actions. Additional funding/staffing needs for these priorities, if any, will be presented for Board evaluation as part of the FY26 budget planning and approval process.

POTENTIAL MOTIONS

1. Approve the District Board Priorities for 2025 as presented.
2. Approve the District Board Priorities for 2025 with specific changes.
3. Provide direction to staff to evaluate specific changes for incorporation into the matrix and place the revised matrix on the February agenda for approval.

ATTACHMENTS

2024 Year-End Report: Board Priorities Progress Report
Draft SBVWCD Board Priorities 2025 Matrix



2024 YEAR-END REPORT: BOARD PRIORITIES PROGRESS REPORT

Priorities were set by the Board as special efforts or emphasis items for the General Manager and staff for 2024.

2024 PRIORITIES ADOPTED IN FEBRUARY 2024							YEAR-END STATUS AS OF DECEMBER 2024		
#	Item	Priority	Projected Completion	Relative Staff Effort	Relative Financial Cost	Strategic Plan Goal #	Complete?		Progress Report
							Yes	No	
1	Groundwater Recharge Operations	1	Ongoing	High	Medium	1A, 2A, 2B	✓		Recharge = 65,670 AF in Calendar Year 2024.
2	Operate Enhanced Recharge Basins	1	3/2024	Medium	Medium	1A	✓		- Following close coordination with SBVMWD and their contractors, groundwater recharge began at the newly constructed Enhanced Recharge basins on January 7, 2024. - Groundwater recharge continued for all but two months throughout the construction of the Enhanced Recharge project in 2024.
3	PERC Project Feasibility Studies	1	9/2024	High	High	1B, 2C		✓	- Waterman, Twin and Lynnwood: Sediment transport analysis, hydraulic modeling of existing conditions, and value engineering and constructability review completed in 2024; hydraulic modeling of project alternatives, quantity calculations, and groundwater analysis in process. - Plunge Creek: Sediment transport analysis, average hydrology analysis, basin routing, and hydraulic modeling completed in 2024; groundwater analysis, preliminary quantity take-offs, value engineering and constructability review, and results evaluation in process. - Oak Creek: Sediment transport analysis, average hydrology analysis, basin routing, hydraulic modeling, and value engineering and constructability review completed in 2024; groundwater analysis and preliminary quantity take-offs in process. - Mill Creek: Sediment transport analysis, average hydrology analysis, and hydraulic modeling of existing conditions were completed in 2024; hydraulic modeling of project alternatives and groundwater analysis in process.
4	Wash Plan BLM Land Exchange	1	4/2024	Medium	Medium	3A		✓	- Received General Warranty Deed and Patent. - Required BLM survey complete. - Transfer documents in review by BLM State office and solicitor.
5	Mentone Shop Permitting and Construction	1	5/2024	Medium	High	1A, 2A, 7G		✓	- Permits complete. - Construction is currently paused due to issues related to the contractor with work planned to resume in early 2025.
6	Wash Plan State/Waters Permits	1	6/2024	Medium	Medium	2D		✓	In process.
7	Facilities Maintenance Plan	2	7/2024	Medium	Low	2B	✓		Final Maintenance Plan for the Mill Creek Groundwater Recharge Facility was presented to the Operations Committee on November 5, 2024.
8	Mill Creek Operations Safe Harbor Agreement	2	8/2024	Medium	Low	2D		✓	- Application submitted to U.S. Fish and Wildlife Service on March 05, 2024. - Revised application responding to comments received from USFWS was submitted on June 24, 2024.
9	Wash Plan Trails MOU, Permitting and Operations Framework	2	9/2024	Medium	Low	3E		✓	- Trails MOU was approved by the City of Redlands on October 14, 2024. - Work to obtain permits and open a priority trail segment is planned for 2025.
10	Communications and Engagement Plan	2	5/2024	Medium	Medium	4, 5	✓		Final Outreach Plan was approved by the Board on November 13, 2024.
11	Expand Integrated SAR Model to Incorporate Recharge	2	8/2024	Low	Medium	4A	✓		Modeling was completed in December with the report expected in early 2025.
12	Analyze Wash Plan SBKR Data	2	10/2024	Medium	Low	3A		✓	In process.

13	Initiate Final Design for Top Priority PERC Project	2	12/2024	High	High	1B, 2C		✓	• Work is planned for 2025 following completion of the PERC feasibility studies.
14	Mill Creek Sediment Removal	2	12/2024	Medium	Medium	2B	✓		• Over 20,000 cy of stockpiled sand and rock has been processed and/or removed from the Mill Creek Groundwater Recharge Facility area.
15	Apply for and/or Secure Grant Funds	3	12/2024	Medium	Medium	6E	✓		• On April 17, 2024, the District was notified that our WaterSMART: Applied Science Grant for Fiscal Year 2023 for Knowledge Systems Development Through Integrated Santa Ana River Model Enhancements to Quantify a Century of Managed Aquifer Recharge and Build Forecasting Capacity for the San Bernardino Basin was selected for award in the amount of \$361,117. • On December 19, 2024, the District was notified that our WaterSMART: Planning and Project Design Grant for FY 2023 and 2024 for Mill Creek Managed Aquifer Recharge: Evolution of a Century of Stewardship was selected for award in the amount of \$400,000.

SBVWCD BOARD PRIORITIES 2025

Priorities are set by the Board as special efforts or emphasis items for the General Manager and staff for the coming year.



#	Item	Priority	Projected Completion	Relative Staff Effort	Relative Financial Cost	Strategic Plan Goal #
1	Operate and Maintain SAR and Mill Creek Groundwater Recharge Facilities	1	Ongoing	High	High	1A, 2A, 2B
2	Operate Enhanced Recharge Groundwater Recharge Facility	1	Ongoing	High	Medium	1A
3	Complete PERC Feasibility Studies and Prioritize PERC Projects	1	5/2025	High	High	1B, 2C
4	Complete Wash Plan BLM Land Exchange	1	6/2025	Low	Low	3A
5	Construct Mentone Shop	1	7/2025	High	High	1A, 2A, 7G
6	Initiate Final Design for Top Priority PERC Project	1	9/2025	High	High	1B, 2C
7	Obtain Mill Creek Operations Conservation Benefit Agreement	2	9/2025	Medium	Low	2D
8	Install Water-wise Garden at San Bernardino County Museum	2	12/2025	Medium	High	4K, 5A
9	Update Website	2	6/2025	Low	Medium	4, 5
10	Conduct Outreach Presentations Highlighting the Benefits of Long-term Land and Groundwater Stewardship	2	12/2025	Medium	Low	4, 5A, 5B
11	Permit and Open Wash Plan Wildland Priority Trails	2	12/2025	Medium	Low	3E
12	Install Mill Creek Flow Meter	2	12/2025	Medium	Medium	1A, 2A
13	Apply For and Secure Grant Funds	2	Ongoing	Medium	Medium	6E

Priority	Definition
1	Complete in 2025
2	Based on resources

SBVWCD MISSION

As one of California’s first sustainable groundwater replenishment agencies, the District proactively recharges water, improving supply for the benefit of water users, local businesses, and native flora and fauna in a financially responsible way.

The District leverages our unparalleled expertise as stewards of the water and land, responsibly innovating in water and habitat conservation, harmonizing, and enhancing working landscapes, and enriching open space as a community asset.

GOAL TOPICS FROM STRATEGIC PLAN 2024–2028

IMPORTANT: Below is a list of the Goal topics presented in the SBVWCD Strategic Plan 2024–2028. The language is extremely abbreviated and should be read in conjunction with the Strategic Plan document. The list is provided as a key to the Board Priorities listed on the left side of this sheet and should not be construed as a full representation of the District’s Strategic Goals.

Goal 1: Water Supply Reliability through Groundwater Recharge

- 1A. Groundwater spreading basins
- 1B. Supplemental supply sources

Goal 2: Infrastructure Expansion and Operations Optimization

- 2A. Operations management
- 2B. Facility-wide maintenance assessments
- 2C. PERC partnerships
- 2D. Permitting compliance and database

Goal 3: Natural Resource Stewardship and Environmental Enhancement

- 3A. Wash HCP implementation
- 3B. Trespassing
- 3C. San Bernardino Valley Conservation Trust
- 3D. Plunge Creek Conservation Project success
- 3E. Trails system
- 3F. Community Mitigation Program
- 3G. Environmental mitigation and enhancement tracking
- 3H. Regional cooperation
- 3I. Disturbed lands and retired facilities rewilding

Goal 4: Community Engagement and Education

- 4A. Quantifying recharge
- 4B. Thought leadership
- 4C. District accomplishments
- 4D. Successful partnerships
- 4E. Unified messaging
- 4F. Branding
- 4G. Public asset management
- 4H. Supporting persons experiencing homelessness
- 4I. Outreach and key publications
- 4J. Qualified Water Efficient Landscaper program
- 4K. Internships and education

Goal 5: Collaborative Partnerships

- 5A. City Councils, Tribal Councils, and County Board of Supervisors
- 5B. Research and publishing
- 5C. Groundwater Council
- 5D. Regulatory agencies
- 5E. Local water agencies
- 5F. Local aggregate producers
- 5G. Big Bear Watermaster
- 5H. Santa Ana River Wash partners
- 5I. Conservation Trust
- 5J. San Bernardino County Flood Control District
- 5K. Legislators
- 5L. Contiguous HCPs as “Santa Ana Supershed”

Goal 6: Fiscal Commitment and Accountability

- 6A. Groundwater charges
- 6B. Diversified income streams
- 6C. Hazard and vulnerability assessment
- 6D. Financial Strategy update
- 6E. Grant strategies and opportunities
- 6F. Financial forecasting
- 6G. Cost-benefit ratio process

Goal 7: Sustainable Organization & Governance

- 7A. Employee benefits and recognition
- 7B. Staffing and Succession Plan
- 7C. Board Director changes
- 7D. Cybersecurity
- 7E. Facility and land security
- 7F. Professional development
- 7G. Facilities and Property Management Strategy
- 7H. Project contract monitoring
- 7I. Roles and responsibilities
- 7J. Strategic Plan implementation



Environmental Update

as of December 27, 2024

Wash Plan Implementation – Management Activities

- BLM Fuels Management Grant
 - On December 6, District staff provided a field tour for Valley District and the USFWS to the enhancement area west of Railroad Line Road to view fuel management and restoration efforts undertaken in October and November. Following the tour, Valley District requested the site be considered as a field tour option for attendees at the Santa Ana River Science Symposium in January. The USFWS confirmed their interest in having the project shared at the SBKR Annual Meeting hosted by USFWS on January 9.
 - Early in December, District staff worked with consultants and BLM to identify next steps in addressing invasive grasses and broadleaved plants across the Wash Plan Preserve in priority areas to be addressed by the BLM Fuels Management Grant in the winter and spring of 2025.
 - District staff submitted the Annual Federal Financial Report and Performance Progress Report on December 22 and 24, respectively, consistent with the requirements of the BLM Award Letter provided to the Trust in September 2023.

Wash Plan Implementation – Organizational Structure, Planning, and Reporting

- On December 2, District staff met with Valley District to continue coordination of implementation activities supporting the Wash Plan and advancement of the River HCP.
- On December 5, District staff hosted the fall Preserve Management Committee for 2024. The meeting, which was attended by representatives from BLM, USFWS, CDFW, San Bernardino County Public Works, Orange County Public Works, and Valley District, provided a venue for the District to share work accomplished under the Wash Plan in the last year and receive input from the Committee concerning management actions to support California gnatcatchers in 2025.

Wash Plan Programmatic Permits

- USACE 404 Programmatic Individual Agreement – District staff and AECOM continue to meet with USACE weekly in support of completion of the Environmental Assessment (EA) with issuance of the standard individual permit estimated to be completed in late December or early January.
- Discussions among District staff, CDFW, and representatives of both Robertson’s Ready Mix and CEMEX continued through December with the goal of identifying an appropriate state permitting process and acceptable Habitat Management Lands on District Property that allows mining activities covered under the Wash Plan to move forward early in 2025.



Mill Creek Diversion and Debris Management Project

- On December 18, District staff performed restoration activities within the 0.1-acre site area of Mill Creek temporarily impacted during construction of the Mill Creek Diversion in late 2023 as required by of the project's Streambed Alteration Agreement with CDFW.

Community Mitigation Program

- District staff continued work in December aimed at supporting the advancement of the state and federal approval process for offsite mitigation areas occurring on District-owned property required of the San Bernardino County Transportation Authority SR-210 Mixed Flow Lane Addition Project and the Blossom Trails Development in the City of Highland, located just south of Greenspot Road and east of Church Street.

Partnership Activities

- On December 2, District staff participated as a member of the Planning Committee supporting the Santa Ana River Science Symposium hosted by Valley District at the ESRI Headquarters on January 22 and 23.
- From December 9 through 12, District staff participated in the National Habitat Conservation Plan Coalition Annual Conference held in Palm Springs. During the conference, staff reconnected with professionals working on HCPs across the country and made a presentation on effective strategies for managing the most sensitive natural resources covered under a habitat conservation plan.

Engineering Update

as of December 30, 2024

Mentone Shop

- District staff met with three contractors who were interested in completing the Mentone Shop in October and November. One contract submitted a bid, which has been reviewed and selected for contract.

Enhanced Recharge Phase 1B

- Work is focused on cleaning the site and preparing sand for habitat restoration work.

Program for the Expansion of Recharge Capacity (PERC)

- A second draft of the Multiple Objectives Decision Support System (MODSS) was developed in mid-December 2024 and distributed to the project partners and stakeholders.
 - A second stakeholder workshop to review the updated draft and assign indicator scoring is scheduled for mid-January 2025.
 - Experts in habitat, permitting, and groundwater have been invited to provide input on the methodology for Indicator Scoring in their respective fields.
- An outline of the overall Feasibility Study Report was developed in December, including the first draft of project figures to be developed by Conservation District and a template outline of individual Project Alternative subsections.
- Work has been completed to evaluate possible flows and flow frequency from Forecast Informed Reservoir Operations (FIRO) in coordination with Valley District and US Army Corps of Engineers.

Waterman Percolation Basins, Twin Creek Spreading Grounds, and Lynwood Basins Project Alternatives

- The project-alternative groundwater-recharge-yield analysis at each of the three Flood District facilities is underway using three hydrographs: (1) project typical hydrographs (PTH) based off historical runoff data, (2) 6-day balanced storm flow volume for storms of an identified return frequency, and (3) FIRO flow scenarios based off of the existing infrastructure capacity at the top end of the three project locations at Waterman Percolation Basins.
- Hydraulic modeling runs and associated analyses are in progress, including:
 - Modeling operational and grading alternatives at Waterman Percolation Basins.
 - Modeling three project alternatives at Twin Creek Spreading Grounds: (1) an operational alternative, (2) a minor grading alternative (Twin Creek Grading Alternative 1), and (3) a major grading alternative (Twin Creek Grading Alternative 2).
 - Modeling two hydrographs for the operational alternative at Lynwood Basins.

- Effects of project alternatives on flood flows in a 100-year return frequency storm event (Q100), including geotechnical analyses of flood control levee stability, are being analyzed for the three project grading alternatives that could affect discharge and water surface elevation: Waterman Grading Alternative, Twin Creek Grading Alternative 1 and Twin Creek Grading Alternative 2.

Plunge Creek Basins and Oak Creek Basins

- Hydraulic modeling for the three project alternatives (Oak Creek Basins, Plunge Creek Interim Condition Basins, and Plunge Creek Ultimate Condition Basins) is completed with the subsequent discharge report expected soon. Modeled groundwater recharge yields from this work were provided to the groundwater modeling team.
- Groundwater modeling of the project-alternative groundwater-recharge-yield was initiated in December.
- Conceptual designs are in progress for diversion structures at Oak and Plunge Creek basins, focusing on optimizing sediment transport and percolation performance.
- A geotechnical report is in preparation to address basin stability under forecasted conditions.

Mill Creek Spreading Grounds

- The grading design for Alternative 3, which expands the basin footprints and provides additional inter-basin flow routes, is complete.
- Hydraulic modeling for Alternatives 1, 2, and 3 is complete.
 - A maintenance rotation plan was developed to ensure continuous operation, allowing groups of basins to be cleaned while others remain active.
 - Basin interconnection designs are projected to increase net percolation rates by approximately 70% under partial clogging conditions.
- Preliminary Plan Sheets and grading quantity takeoffs are in progress.

San Bernardino Basins Model (SBBM) Calibration Project

- Staff participated in the consultant selection process in early December at the request of Valley District and the City of San Bernardino.



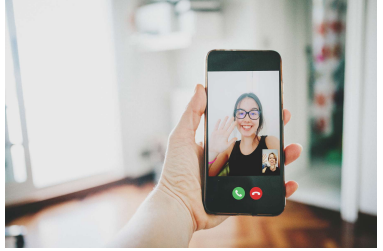
**San Bernardino Valley
Water Conservation District**
Helping Nature Store Our Water

Teleconferencing
Under the Brown Act
Presented to the San Bernardino Valley Water Conservation District Board
January 8, 2024

David B. Cosgrove, General Counsel

1

Why Not Just
Phone It In?



2

Governing Law
Government Code Section
54953

- Effectively Allows Three Different Types of Teleconferencing:
 - Traditional
 - Emergency
 - The " 'Til 2026 Two-Step"

3
three



3

Traditional
Teleconferencing:
Gov't. Code Sec.
54953(b)



4

Traditional Teleconferencing

May be used for
"all purposes"

May be used "in
connection with
any meeting"

5

**Traditional Teleconferencing
Meeting Procedure Requirements**

- All votes must be by roll call
- Must protect the statutory and constitutional rights of the parties and the public
- Meeting notice and agenda requirements fully applicable
- Public must be given an opportunity to appear and be heard

6

Traditional Teleconferencing Teleconference Location Requirements

01

Agendas must be posted at all teleconferencing locations

02

Teleconference location must be identified in the agenda (So-advance notice necessary)

03

Teleconference location must be accessible to the public (no hotel rooms or private homes)

7

Emergency Teleconferencing Gov't. Code Sec. 54953(e)

- Only available during a **proclaimed state of emergency**, and then only when:
 - Legislative body is determining whether meeting in person would pose "...imminent risks to the health and safety of attendees..."
 - OR
 - Legislative body already has so determined (and makes continuing findings to that effect every 45 days).

Effectively, no in-person meetings at all.



8

Emergency Teleconferencing Gov't. Code Sec. 54953(e)

- Numerous Procedural Requirements on Emergency Meetings:
 - Notice to public of how they may participate
 - Via two-way video or telephonic means
 - No action can be taken if digital access is interrupted (i.e., the buffering bullpen)
 - No requirement for advance written public comments
 - Must allow full usual time for public comments, or if not regulated, a reasonable time



9

The "Til 2026 Two-Step Teleconferencing Option" Gov't Code Sec. 54953(f)

Allows for certain members of the legislative body to participate by teleconference, with certain locational requirements:

- A quorum of the members participates from a single location
- The single location is clearly identified on the agenda
- The single location is open and public
- The single location is within the jurisdictional boundaries of the agency



10

'Til 2026 Two-Step Teleconferencing

Other Procedural Requirements:

- Public is given two-way audiovisual or telephonic access to meeting-(Note-not just in-person option)
- Notice and agenda describes how to access meeting and offer public comment
- Public comment must be made available both in person and via remote access options
- Buffering bullpen rules apply
- No advance public comment requirements permitted

11

When Can a Director "Do the Two Step?"

When Director advises agency ASAP of inability to participate in person due to "just cause":

- Family caregiving needs (child, parent, grandparent, grandchild, sibling, spouse, domestic partner)
- Contagious illness
- Need related to a physical or mental disability (not otherwise accommodated)
- Travel while on official business of the legislative body, or another state/local agency
- During "Emergency Circumstances" of a member (physical or family emergency that prevents the member from attending)
- General description of the "just cause" or "emergency circumstances" is required before any action is taken at the meeting

12

Why Call This the “Two Step?”

For agencies that meet once per month (like us!)...
..the maximum number of times a member can participate remotely for “just cause” or “emergency conditions” is TWO. (Gov’t. Code Sec. 54953(f)(3)(A)(i).)



13

Why Call this “‘Til 2026?”

- The version of Government code section 54953 that allows this “Two Step” sunsets on January 1, 2026.
- The version applicable after January 1, 2026, only allows for Traditional and Emergency Teleconferencing.

HAPPY NEW YEAR
2026

14

So Why All the Roll Call Voting????

- Specifically required in Traditional Teleconferencing (Gov’t. Code sec. 54953(b)(20)(A).)
- Overall requirement – in all meetings – that ***“The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.”***
- Roll call votes, though seemingly cumbersome, assure that this statutory requirement is met on all voting done at a meeting.
- Roll call votes also make it easier on the keeper of minutes.



15

Questions?



16

General Manager's Report



January 2024

Betsy Miller, General Manager

**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

To implement the Board's Goals and directed actions, significant staff resources were allocated last month to PERC, facilities maintenance, and recruiting for vacant roles.

DECEMBER 2024 HIGHLIGHTS

- District's application for a WaterSMART: Planning and Project Design Grant for FY 2023 and 2024 titled *Mill Creek Managed Aquifer Recharge: Evolution of a Century of Stewardship* was selected for award in the amount of \$400,000
- 2024 Calendar Year Recharge = 65,670 AF
- Key tasks were completed for the PERC feasibility studies
- Modeling completed for groundwater levels study from 1912-2023
- Completed recruitment and selection for vacant Assistant Engineer role
- Many staff members enjoyed well-deserved vacations over the holiday break

💧 Water Conservation Update 💧

Santa Ana River and Mill Creek continue to receive flows from storms and the State Water Project (SWP). District recharge for WY24 is 15,344 AF to date, including 11,797 of SWP water.

DECEMBER 2024 RECHARGE SUMMARY		
Mill Creek	Santa Ana River	Plunge Creek
288 AF (0 AF SWP)	6,167 AF (including 5,919 AF SWP)	74 AF

Administrative Updates

TOPIC	PERSONNEL	GOAL #	1
<u>Recruitments</u> • Interviews completed for the vacant Assistant Engineer role; the selected candidate will begin work at the District on January 13 • Job announcements for Senior Engineer and Principal Engineer were posted on November 21 with applications due on January 10 • District received the President's Special Recognition Award for safety practices leading to low claims from ACWA JPIA for our Worker's Compensation Program and our Liability Program			

TOPIC	FINANCE	GOAL #	1
None			
TOPIC	PROPERTY	GOAL #	1
<u>Redlands Plaza</u> Following the end of the lease term, Suite E was vacated in December			

Project and Program Updates

PROJECT	PROGRAM FOR EXPANSION OF RECHARGE CAPACITY (PERC)	GOAL #	1, 2, 4
- Mill Creek: Alternative 3 design and hydraulic design modeling at peak rates complete - Oak Creek and Plunge Creek basin routing and hydraulic modeling complete - Waterman, Twin and Lynwoodd: All conceptual designs complete - Second draft of Multi-object Decision Support System framework complete - Draft of feasibility study report outline complete			
PROJECT	MENTONE SHOP CONSTRUCTION	GOAL #	2
Staff are working closely with the contractor to finalize the scope of work ahead of presenting a contract to the Board for consideration			
PROJECT	GRANTS	GOAL #	6
On December 19, 2024, the District was notified that our WaterSMART: Planning and Project Design Grant for FY 2023 and 2024 for Mill Creek Managed Aquifer Recharge: Evolution of a Century of Stewardship was selected for award in the amount of \$400,000			
PROJECT	FORECAST-INFORMED RESERVOIR OPERATIONS	GOAL #	1
None			
PROJECT	PLUNGE CREEK CONSERVATION	GOAL #	1, 4
Total project recharge is 211 AF for the 2025 Water Year to date			
PROJECT	WASH PLAN HCP	GOAL #	4
Refer to Environmental Update for additional details			
<u>Santa Ana River Wash Plan Land Exchange Act Implementation</u> Land transfer documents are in review by a Realty Specialist in their Sacramento office			

PROJECT	WILDLANDS TRAILS	GOAL #	3
None			

Operations & Maintenance Updates

TOPIC	FACILITIES	GOAL #	1
Water recharge operations are focused on: - 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 - Supporting removal of rock stockpiles at Mill Creek			
TOPIC	AGGREGATE MANAGEMENT	GOAL #	1
Upland Rock continues processing and selling stockpiled sand and rock from District basin maintenance efforts to support efficient recharge operations			

Partnership Updates

TOPIC	CONSERVATION TRUST	GOAL #	4
None			
TOPIC	MINING	GOAL #	N/A
CEMEX continues to mine the Plant Site quarry under their lease with the District			

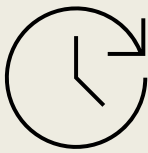
Communication & Engagement Updates

TOPIC	EDUCATION AND PRESENTATIONS	GOAL #	5
- IERCD presented water conservation education programs on the District's behalf to second and third grade classes at Bradley Elementary in San Bernardino on December 4 and to a second grade class at Belvedere Elementary in Highland on December 11 - Dr. Mitrovich presented a talk titled How to Effectively Manage our Most Sensitive Natural Resources: A Perspective from Southern California at the National Habitat Conservation Planning Coalition 2024 Annual Meeting held on December 12			
TOPIC	CONFERENCES AND TRAININGS	GOAL #	5
President McDonald and Director Corneille attended the ACWA JPIA Membership Summit held in Palm Desert from December 2-3			

- President McDonald, Director Corneille, Director Longville, Ms. Miller, and Mr. Cosgrove attended the ACWA Fall Conference held in Palm Desert from December 3-5
- Ms. Miller, Dr. Mitrovich, and Ms. Frey attended the National Habitat Conservation Planning Coalition 2024 Annual Meeting held in Palm Springs from December 10-12

TOPIC	MEDIA AND LEGISLATIVE ENGAGEMENT	GOAL #	5
• 2024 Annual Report completed			

FUTURE ACTIVITIES



Expected short-term items for Board consideration:

- Mentone Shop contract
- Consider support of regional groundwater calibration work

Photo Gallery



President McDonald Speaking at the ACWA Fall Conference on December 4



Dr. Mitrovich Speaking at the National HCP Coalition 2024 Annual Meeting on December 12

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

San Bernardino Valley Water Conservation District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Workers' Compensation Program for the period 07/01/2020 - 06/30/2023
announced at the Board of Directors' Meeting in Palm Desert.*



Melody McDonald, President



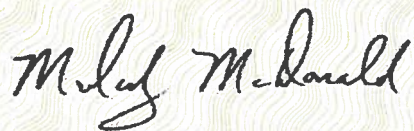
December 02, 2024

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

San Bernardino Valley Water Conservation District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Liability Program for the period 10/01/2020 - 09/30/2023
announced at the Board of Directors' Meeting in Palm Desert.*



Melody McDonald, President



December 02, 2024

TRAVEL AND EXPENSES COST ESTIMATE

Name of Event:	CSDA's Special District Leadership Academy
Event Dates:	04/21/2025 - 04/24/2025
Conference Location:	La Quinta (Palm Springs Area)
Requested by:	Mark E. Falcone

GL	GL Name	Cost	Notes
	6401 Directors Fees (\$277)	\$ 1,108.00	(four conference days)
	6410 Mileage (.70)	\$ 98.70	(70.5 miles one way)
	6415 Air Fare	\$ -	
	6420 Other Travel	\$ -	(Parking/Taxi/Rental Car)
	6425 Meals	\$ 100.00	(travel day meals, if needed)
	6430 Lodging	\$ 936.00	(will get discount link when registered)
	6435 Conference Registration (Full)	\$ 825.00	(early bird by March 21, 2025)
Estimated Total		\$ 3,067.70	