



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, February 12, 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 Teams:

Teams Meeting ID: 230 130 450 896 Passcode: oe6Ni66P

To join the Teams Meeting on <https://teams.microsoft.com/l/meetup-join>

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.

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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**
- 5. **CONSENT CALENDAR**
 - a. Approval of Board Minutes, January 8, 20257
 - b. Approval of Expenditure Report, January 202515
 - c. Report of Excused Absences
- 6. **COMMITTEE REPORTS /ACTION ITEMS**

Committee Reports

- A. FINANCE AND ADMINISTRATIONS COMMITTEE VERBAL UPDATE
Presenter: John Longville, Acting Chair
Recommendation: The chair of the Finance and Administration Committee will provide a verbal update of the committee meeting held on January 22.
- B. OPERATIONS COMMITTEE VERBAL UPDATE
Presenter: Richard Corneille, Chair
Recommendation: The chair of the Operations Committee will provide a verbal update of the committee meeting held on January 29.

Action Items

- A. UNAUDITED FINANCIAL REPORT FOR JANUARY 2025 – 5 Minutes (M#2084) 30
Presenter: Angie Quiroga
Recommendation: Review and approve the Unaudited Financial Report for January 2025.
- B. SECOND QUARTER UNAUDITED FINANCIAL REPORTS FOR FISCAL YEAR – 5 Minutes (M#2085)38
Presenter: Angie Quiroga
Recommendation: The Finance & Administration Committee recommends approval of the second quarter unaudited financial reports for Fiscal Year 2025 as presented.
- C. DRAFT ENGINEERING INVESTIGATION REPORT – 5 Minutes (M#2086).....44
Presenter: Betsy Miller
Recommendation: Provide comments or request changes to the Draft Engineering Investigation; receive and file staff’s presentation.
- D. BUDGET PLANNING FOR GROUNDWATER ENTERPRISE FOR FY26: ADVERTISED GROUNDWATER CHARGE – 5 Minutes (M#2087)46
Presenter: Betsy Miller
Recommendation: The Finance & Administration Committee recommends the Board review and discuss the FY26 Groundwater Enterprise Budget and provide direction to staff on Public Notice for the Groundwater Charge.

- E. CONTRACT SERVICES AGREEMENT FOR CYBERSECURITY GRANT IMPLEMENTATION PROFESSIONAL SERVICES WITH PCTRONICS – 5 Minutes (M#2088)54

Presenter: Betsy Miller

Recommendation: Approve the Contract Services Agreement for Cybersecurity Grant Implementation Professional Services with PCTronics in an amount not to exceed \$31,375.

- F. MENTONE SHOP PROJECT DESIGN AND CONSTRUCTION SERVICES AGREEMENT WITH LAYNE CONSTRUCTION INC. – 5 Minutes (M#2089).....65

Presenter: Betsy Miller

Recommendation: Approve a contract with Layne Construction Inc. to complete the Mentone Shop improvements in an amount not to exceed \$399,900.00, and authorize the General Manager to approve the expenditure of the contract as well as an additional amount up to \$40,000 for contingencies as may be needed for any necessary changes or additions to work completed under the contract with Layne Construction, Inc.

- G. AGREEMENT FOR CONTINUED CONSULTING ENGINEERING SERVICES WITH E-PUR LLC - 5 Minutes (M#2090).....92

Presenter: Betsy Miller

Recommendation: Approve the Agreement for Continued Consulting Engineering Services with E-PUR LLC to support the PERC projects in an amount not to exceed \$86,500.

- H. SECOND AMENDMENT TO THE CONTRACT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES FOR PERC FEASIBILITY STUDY SUPPORT WITH TETRA TECH INC. – 5 Minutes (M#2091).....99

Presenter: Betsy Miller

Recommendation: Approve the Second Amendment to the Contract Services Agreement for Professional Services for Feasibility Study Support with Tetra Tech Inc. to extend the contract termination date to June 30, 2025.

- I. CONTRACT SERVICES AGREEMENT TO DEVELOP MODELING ANIMATIONS FOR THE PERC FEASIBILITY STUDIES WITH VERDANTAS INC. – 5 Minutes (M#2092)103

Presenter: Betsy Miller

Recommendation: Approve the Contract Services Agreement for Development of Animation Presentation Materials for the Program for Expansion of Recharge Capacity with Verdantas, Inc. in an amount not to exceed \$29,995.

- J. SUPPORT FOR GROUNDWATER MODEL UPDATES UNDERTAKEN WITH SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AND SAN BERNARDINO MUNICIPAL WATER DISTRICT – 5 Minutes (M#2093).....115

Presenter: Betsy Miller

Recommendation: Authorize the General Manager to transfer \$37,500 of District funds to San Bernardino Valley Municipal Water District for exclusive application to contracts with SS Papadopoulos and Associates, Balleau Groundwater, and/or Geoscience Support Services to update the groundwater model of the San Bernardino Basin Area and Rialto-Colton Basin as approved by their Board of Directors on January 21, 2025.

7. INFORMATION ITEMS:

- A. Environmental Update117
- B. Engineering Update119
- C. Geoscience Update on Groundwater Model121
- D. General Manager’s Report.....123
- E. Future Agenda Items & Staff Tasks

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

- A. Travel Request for Director Longville ACWA’s State Legislative Symposium 2025, Sacramento, CA127
- B. Travel Request for Director Longville ACWA’s Spring Conference & Expo 2025, Monterey, CA128
- C. Travel Request for Director Corneille ACWA’s Spring Conference & Expo 2025, Monterey, CA129

9. UPCOMING MEETINGS:

February 24, 2025	ASBCSD Monthly Dinner Meeting, 6:00 PM
March 5, 2025	SBVWCD Outreach and Communications Meeting, 1:30 PM at Conservation District (Teams Meeting ID: 226 199 741 509 Passcode: uH2vn25d
March 12, 2025	Board of Directors Meeting, 1:30 PM at Conservation District (Teams Meeting ID: 285 584 509 805 Passcode: 9v93vb9h)
March 17, 2025	ASBCSD Monthly Dinner Meeting, 6:00 PM
March 21, 2025	Form 700 Due to District Office
March 26, 2025	ACWA 2025 Legislative Symposium 2025, Sacramento, CA <i>(Board Approval Required)</i>
April 9, 2025	Board of Directors Meeting, 1:30 PM at Conservation District (Teams Meeting ID: 215 170 604 49

	Passcode: GJ2TZ68J)
April 16, 2025	Finance and Administration Committee Meeting, 1:30 PM at Conservation District (Teams Meeting ID: 237 604 053 18 Passcode: jW7gB3Eo)
April 21-24, 2025	CSDA's Special District Leadership Academy April 2025, La Quinta <i>(Board Approval Required)</i>
April 30, 2025	Operations Committee Meeting, 9:00 AM at Conservation District (Teams Meeting ID: 257 752 952 865 Passcode: yr9B7tF2)
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 John Sullivan 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 54956.9(d)(4), regarding the District's potential decision to initiate litigation, in one case.
- D. The Board may meet in Closed Session under Government Code section 54956.8, to discuss the terms and conditions of a proposed restrictive covenant with the California Department of Fish and Wildlife and Robertson's Ready Mix on portions of San Bernardino County Assessor Parcel Nos. 0291-131-01 and 0291-115-01. The District's negotiators are Betsy Miller and David B. Cosgrove. The CDFW's negotiators are Eric Chan and Kim Freeburn. Robertson's Ready Mix's negotiators are Bill Taylor and Kim Decker.
- E. 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 March 12, 2025, at 1:30 PM, via Teams/teleconference.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF JANUARY 8, 2025
1:30 PM

President McDonald called the Board of Directors meeting to order at 1:30 PM 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
David Cosgrove, General Counsel
Milan Mitrovich, Land Resources Manager
Angie Quiroga, Senior Administrative Analyst
Allison Zecher, Board Secretary
John Lambie, Consulting Chief Engineer and Geohydrologist
Zach Blum, Intern

GUESTS PRESENT:

Paul Kielhold, San Bernardino Valley Municipal Water District
Cindy Saks, San Bernardino Valley Municipal Water District
David Myers, San Bernardino County Museum

1. PUBLIC PARTICIPATION

The Chair recognized Director Paul Kielhold of the San Bernardino Valley Municipal Water District. Director Kielhold provided an update on Board appointments, noting that Director Harrison will serve as President and Director Botello as Vice President.

No other public comments were made.

2. ADDITIONS/DELETIONS TO AGENDA

There were no additions or deletions to the posted agenda.

3. INTRODUCTIONS AND GUEST RECOGNITION

The Board, staff, and Zoom attendees introduced themselves

4. DISTRICT COMMITTEE APPOINTMENTS

President McDonald appointed Vice President Stewart and Director Corneille to serve on the Ad Hoc General Manager Review Committee.

5. CONSENT CALENDAR

The Board considered approval of the December 11, 2024, meeting minutes and the December 2024 expenditure reports, with a motion by Director Falcone to approve the consent calendar which was seconded by Vice President Stewart, noting corrections to Director Longville's title on package page 8. Discussion ensued on specific expenditures.

It was moved by Director Falcone and seconded by Vice President Stewart to approve the Consent Calendar: Item A, Board Minutes, December 11, 2024, with corrections; and Item B: Expenditure Report, December 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**

6. COMMITTEE REPORTS/ACTION ITEMS

There were no committee reports.

Action Items

A. UNAUDITED FINANCIAL REPORTS FOR NOVEMBER 2024

Ms. Quiroga reviewed the unaudited financial reports for December 2024, beginning on page 27 of the agenda packet. She provided an overview of key financial details, including an overall interest income of approximately \$1.293 million, with \$250,000 moved from a bond. She noted that statements for review and payment of the Groundwater Charge have been mailed for the July 1 – December 31, 2024 period. Groundwater sustainability/replenishment revenue received from the prior fiscal year has been forwarded to the San Bernardino Valley Municipal Water District. Mining income totaled approximately \$50,000, and \$128,000 in property tax revenue was received in the prior month.

Director Falcone inquired about the year-to-date budget information, noting that certain line items are shown as monthly while others are shown as annual without an index to clarify which approach is used. Staff discussed which lines are recorded in full when payments are expected, rather than proportionally distributed over the year, and offered to review the format of the monthly budget information with the Finance and Administration Committee to increase the clarity of financial reporting.

Ms. Quiroga discussed notable changes in expenses, including an increase in GL 5100, Professional Services, by approximately \$54,000, and GL 6000, General Administration, by approximately \$20,000. She noted that the initial misallocation of the \$5,000 water heater reimbursement from our insurance provider will be corrected.

The Board discussed the format of financial reporting, including adding a monthly profit and loss table to the report. The Finance and Administration Committee will review potential adjustments to the reporting format at an upcoming meeting.

It was moved by Director Corneille and seconded by Director Longville to approve Unaudited Financial Reports for December 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. STATEMENT OF INVESTMENT POLICY FOR 2025

Ms. Miller presented the Statement of Investment Policy for 2025, as presented on page 34 of the agenda packet. She explained that this item is presented for Board consider each January in compliance with the required annual Board review and approval in Section 16. She noted that no changes have been made to the policy since its last adoption by the Board on January 10, 2024.

Ms. Miller highlighted key elements of the policy, including its primary objectives of safety, liquidity, and return on investment, which ensures that approximately \$43 million in reserves are invested in compliance with applicable California State Government Code sections.

Director Corneille discussed the delegation of investment management authority to the General Manager for 2025, as specified in Section 4 of the policy. It was clarified that under state law, this delegation is limited to one year and must be renewed annually. The current delegation expires on January 10, 2025. Director Falcone inquired about financial advisory services. Ms. Miller and Ms. Quiroga detailed that the District has previously sought financial advisory services, but had elected for staff to continue managing investments due to cost considerations. Staff confirmed that they regularly attend investment trainings and have hired external consultants to review our portfolio as needed.

It was moved by Director Corneille and seconded by Director Falcone to approve the Statement of Investment Policy 2025 as presented and renew the delegation of investment management authority to the General Manager for 2025. 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. CONTRACT SERVICES AGREEMENT WITH NAKAE & ASSOCIATES FOR IMPLEMENTATION OF PERMIT CONDITIONS FOR THE PLUNGE CREEK CONSERVATION PROJECT

Dr. Mitrovich presented the proposed contract to complete the fifth year of work for the Plunge Creek Conservation Project, focusing on invasive plant treatment in compliance with various permits. Previous work under these permits has been completed, with the final task being the treatment of invasive plants in a 57.4-acre new area and revisiting 80 acres previously treated. The contract, with a \$50,000 not-to-exceed limit, will be managed through a time-and-materials structure, and staff will track progress via detailed ticketing systems. Staff noted that work is currently paused due to the dry winter, and could be further delayed if there is limited rainfall this spring.

It was moved by Vice President Stewart and seconded by Director Longville to approve the 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. 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. MEMORANDUM OF UNDERSTANDING BETWEEN SAN BERNARDINO COUNTY AND SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Ms. Miller presented the Memorandum of Understanding (MOU) between San Bernardino County and the San Bernardino Valley Water Conservation District. The proposed MOU formalizes a partnership between the two entities to design, install and maintain a waterwise garden at the San Bernardino County Museum.

Director Falcone raised questions about the long-term maintenance of the garden, as well as specific language in the MOU that allows the County to remove the garden after five years. Mr. Myers discussed the Museum's landscape maintenance team and the Museum's Strategic Plan, which places significant emphasis on the garden. Following a thorough review and discussion of the MOU, the Board directed staff to move forward with design following County approval of the MOU, noting that additional Board approval is required for contracts to execute the work that exceed \$30,000.

It was moved by Director Corneille and seconded by Director Longville to approve the Memorandum of Understanding between

San Bernardino County and the San Bernardino Valley Water Conservation District. 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. DISTRICT BOARD PRIORITIES FOR 2025

Ms. Miller presented the proposed priorities for 2025, beginning with a review of progress on the 2024 priorities on package pages 91 and 92. An updated version of the report was handed out with recent changes highlighted. She discussed the completed 2024 priorities and provided details on significant progress made on incomplete priorities.

The Board reviewed the proposed priorities for 2025, as outlined in the packet on package page 93. Ms. Miller emphasized the challenge of narrowing the list of priorities and discussed the proposed 2025 focus on completing several long-term initiatives that have been in process for a number of years. Following completion of these long-term priorities, she recommended that the Board approve a reduced number of priorities in future years to more closely align with the District's size and staff capacity.

Director Falcone requested that the website update be a Priority 1 item due to its importance in delivering transparency and improved user experience to the public. Vice President Stewart requested that the office remodel be added to as a priority for 2025. Director Corneille recommended minor revisions to the deadlines for completing the waterwise garden at the San Bernardino County Museum and permitting and opening trail segments.

It was moved by Director Longville and seconded by Director Falcone to approve the District Board Priorities for 2025 with specific changes as discussed. 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**

7. INFORMATION ITEMS

ENVIRONMENTAL UPDATE

Dr. Mitrovich provided an environmental update to the Board, beginning with an update on the BLM fuels management grant, noting U.S. Fish and Wildlife Service and San Bernardino Valley Water Conservation District has toured the site. He then shared an updated on the Wash Plan Preserve Management Committee meeting held on December 5, 2024, in compliance with Wash

Plan requirements, noting that the Committee recommended implementation of a cowbird abatement program on the Wash Plan Preserve, which will be presented to the San Bernardino Valley Conservation Trust for consideration. The Board acknowledged the updates and expressed appreciation for the ongoing efforts and successful collaborations in environmental management.

ENGINEERING UPDATE

Ms. Miller provided an update on construction of the Mentone Shop, detailing work to ensure that the contract includes all outstanding tasks. She noted that the District team is working to be able to present a contract for consideration at the February Board meeting.

Ms. Miller shared that the Enhanced Recharge Phase 1B construction is complete, with on-going habitat restoration work in progress. The Board requested that staff schedule a tour to view the completed facilities.

Mr. Lambie provided updates on the PERC feasibility study tasks, detailing recent modeling results for various sites. He discussed project constraints related to construction timelines such as permitting, noting that it may be possible to complete certain smaller projects within one to two years, if prioritized by the project partners.

TELECONFERENCING OPTIONS UNDER THE BROWN ACT

Mr. Cosgrove provided an overview of the teleconferencing options available under the Brown Act, beginning with a discussion on changes enacted during the COVID-19 pandemic. He provided details on the legal requirements for the three types of teleconferencing currently allowed under the Brown Act, including traditional teleconferencing, emergency teleconferencing, and a hybrid teleconferencing option available until 2026. Mr. Cosgrove also addressed the practice of roll call voting, which is required under traditional teleconferencing procedures. He emphasized that roll call votes are helpful for transparency and record-keeping, ensuring that each member's vote is publicly recorded, and are used as standard practice to maintain consistency through in person and hybrid Board meetings.

GENERAL MANAGER'S REPORT AND MONTHLY RECHARGE REPORT

Ms. Miller provided an update on December's activities, emphasizing that staff members were able to take time off to relax and spend with family and friends over the holidays. She highlighted two grant awards received during December, including a \$400,000 Water Smart Planning and Design Grant for PERC projects and a \$32,000 cybersecurity grant from the California OES to support cybersecurity improvements, and discussed staffing and office space updates. She discussed presentations by President McDonald at the fall ACWA conference and by Dr. Mitrovich at the National Habitat Conservation Planning Coalition conference.

FUTURE AGENDA ITEMS AND STAFF TASKS

Director Corneille proposed that the District provide a monetary donation of approximately \$1,000 to support the Day of Climate Action event on April 26, 2025, with the Board agreeing for this to be discussed by the Finance and Administration Committee meeting on January 22, 2025. Vice President Stewart reminded the Board of the request for professional maps for display in the meeting room.

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

Vice President Stewart attended the following meetings:

- SBVWCD Board Meeting on December 11th
- Valley District Policy Meeting on December 16th
- Loma Linda Chamber of Commerce on January 8th
- SBVWCD Board of Directors Meeting on January 8th

Director Corneille attended the following meetings:

- SBVWCD Board Meeting on December 11th

Director Longville attended the following meetings:

- SBVWCD Board Meeting on December 11th
- SBVMWD Policy Administration Workshop on December 16th
- SBVMWD Board of Directors Meeting on December 17th
- SBVMWD Board Meeting on January 7th

Director Falcone attended the following meetings:

- SBVWCD Board Meeting on December 11th
- East Valley Board Meeting on December 11th
- SBVMWD Policy Administration Workshop on December 16th
- SBVMWD Board of Directors Meeting on December 17th
- Redlands City Council Meeting on December 17th
- Ethics Training on December 18th
- Workplace Harassment Training on December 19th
- SBVMWD Board Meeting on January 7th

President McDonald attended the following meetings:

- SBVWCD Board Meeting on December 11th
- SBVMWD Policy Administration Workshop on December 16th
- SBVMWD Board of Directors Meeting on December 17th
- SBVWCD Checks Signed on January 3rd
- SBVMWD Board Meeting on January 7th

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

A travel request for Director Falcone to attend the California Special District's Association Special District Leadership Academy in La Quinta in April was discussed, referring to the details found on Package Page 128.

It was moved by Director Corneille and seconded by Vice President Stewart to approve the Travel Request for Director Falcone to attend the CSDA's Special District Leaderships Academy in La Quinta. The motion carried 5-0, with all Board members present voting in the affirmative.

President McDonald: Yes

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

9. UPCOMING MEETINGS

The upcoming Spring ACWA Conference was briefly discussed. Staff asked Directors to reach out if they wish to register for this event to allow staff to prepare travel requests for the February Board Meeting. Directors Corneille, Longville, and Falcone expressed interest in attending.

10. CLOSED SESSION

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

It was moved by Vice President Stewart and seconded by Director Falcone 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 4:16 p.m., the meeting reconvened to an open session. Under Government Code Section 54957.1, there was no other reportable action during Closed Session.

11. ADJOURN MEETING

It was moved by Director Longville and seconded by Director Corneille 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 4:17 p.m. the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on March 12, 2025, in-person, teleconference, and Zoom meeting.

Betsy Miller
General Manager

San Bernardino Valley Water Conservation District Expenditure Report January 2025

Num	Date	Name	Account	Class	Original Amount
ONLINE PYMT	01/02/20	Citizens Business ...	1012 · Citizens Business Bank		-10,805.13
	12/12/20		5130 · Aerial Photography & Surveying	3-Land Re...	108.74
			5210 · Equipment Maintenance	1-Groundw...	840.00
			5215 · Property Maintenance	1-Groundw...	8.60
			5215 · Property Maintenance	3-Land Re...	2.15
			5310 · Vehicle Maintenance	1-Groundw...	229.27
			5320 · Fuel	1-Groundw...	189.52
			6001 · General Administration - Other	4-General ...	2,589.05
			6001 · General Administration - Other	1-Groundw...	2,589.05
			6004 · Meeting Expenses	4-General ...	231.84
			6004 · Meeting Expenses	3-Land Re...	231.84
			6016 · Redlands Plaza Maintenance	2-Redlands...	327.25
			6027 · Computer Software	4-General ...	157.22
			6027 · Computer Software	1-Groundw...	41.38
			6027 · Computer Software	2-Redlands...	62.07
			6027 · Computer Software	3-Land Re...	62.07
			6027 · Computer Software	5-Wash Plan	70.34
			6027 · Computer Software	6-Active R...	20.69
			6030 · Office Supplies	4-General ...	217.71
			6030 · Office Supplies	1-Groundw...	145.14
			6030 · Office Supplies	2-Redlands...	72.57
			6030 · Office Supplies	3-Land Re...	108.85
			6030 · Office Supplies	5-Wash Plan	36.28
			6030 · Office Supplies	6-Active R...	145.14
			6039 · Postage and Overnight Delivery	4-General ...	60.50
			6039 · Postage and Overnight Delivery	1-Groundw...	27.50
			6039 · Postage and Overnight Delivery	2-Redlands...	11.00
			6039 · Postage and Overnight Delivery	3-Land Re...	11.00
			6090 · Subscriptions/Publications	4-General ...	48.91
			6425 · Meals	4-General ...	93.22
			6525 · Meals	4-General ...	213.81
			6525 · Meals	1-Groundw...	166.30
			6525 · Meals	3-Land Re...	95.03
			6535 · Conf/Seminar Registrations	4-General ...	225.00
			6535 · Conf/Seminar Registrations	1-Groundw...	175.00
			6535 · Conf/Seminar Registrations	3-Land Re...	100.00
			7240 · Office Equipment	4-General ...	478.77
			7240 · Office Equipment	1-Groundw...	670.28
			7240 · Office Equipment	2-Redlands...	95.75
			7240 · Office Equipment	3-Land Re...	306.42
			7240 · Office Equipment	5-Wash Plan	57.45
			7240 · Office Equipment	6-Active R...	306.42
TOTAL					11,629.13
ONLINE PYMT	01/03/20	WEX Bank-Shell	1012 · Citizens Business Bank		-1,022.64
	12/06/20		5320 · Fuel	1-Groundw...	1,022.64
TOTAL					1,022.64
PC 01.08.25	01/08/20	Paychex	1012 · Citizens Business Bank		-479.32
			6042 · Payroll Processing	4-General ...	479.32
TOTAL					479.32

San Bernardino Valley Water Conservation District
Expenditure Report
January 2025

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
PC 01.21.25	01/21/20	Paychex	1012 · Citizens Business Bank		-1,352.07
			6160 · Payroll Taxes-Employer	4-General ...	243.37
			6160 · Payroll Taxes-Employer	1-Groundw...	554.35
			6160 · Payroll Taxes-Employer	2-Redlands...	54.08
			6160 · Payroll Taxes-Employer	3-Land Re...	189.29
			6160 · Payroll Taxes-Employer	5-Wash Plan	13.52
			6160 · Payroll Taxes-Employer	6-Active R...	297.46
TOTAL					1,352.07
PC 01.22.25	01/22/20	Paychex	1012 · Citizens Business Bank		-153.39
			6042 · Payroll Processing	4-General ...	153.39
TOTAL					153.39
ACH0288	01/13/20	John Longville	1012 · Citizens Business Bank		-274.03
			6410 · Mileage	4-General ...	274.03
TOTAL					274.03
25413	01/02/20	AAA Alarm Systems...	1012 · Citizens Business Bank		0.00
TOTAL					0.00
25414	01/02/20	AAA Alarm Systems...	1012 · Citizens Business Bank		0.00
TOTAL					0.00
25415	01/02/20	AAA Alarm Systems...	1012 · Citizens Business Bank		0.00
TOTAL					0.00
25416	01/02/20	AAA Alarm Systems...	1012 · Citizens Business Bank		-129.00
	01/01/20		5410 · Alarm Service	4-General ...	51.60
			5410 · Alarm Service	1-Groundw...	51.60
			5410 · Alarm Service	6-Active R...	25.80
TOTAL					129.00
25417	01/02/20	Aaron Pederson	1012 · Citizens Business Bank		-40.00
	12/28/20		6018 · Janitorial Services	4-General ...	40.00
TOTAL					40.00
25418	01/02/20	AECOM Technical ...	1012 · Citizens Business Bank		-10,018.32
	12/27/20		7151 · Mill Creek Permitting	1-Groundw...	10,018.32
TOTAL					10,018.32

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<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
25419	01/02/20	American Express	1012 · Citizens Business Bank		-2,721.30
	12/24/20		6002 · Website Administration	4-General ...	365.00
			6530 · Lodging	4-General ...	450.43
			6530 · Lodging	1-Groundw...	350.33
			6530 · Lodging	3-Land Re...	200.19
			6525 · Meals	4-General ...	444.96
			6525 · Meals	1-Groundw...	346.08
			6525 · Meals	3-Land Re...	197.76
			6425 · Meals	4-General ...	376.05
TOTAL					2,730.80
25420	01/02/20	CASC Engineering ...	1012 · Citizens Business Bank		-6,907.43
	12/17/20		7126 · PERC Engr/Prof Services	6-Active R...	6,907.43
TOTAL					6,907.43
25421	01/02/20	Day Lite Maintenan...	1012 · Citizens Business Bank		-174.00
	01/01/20		6026 · Redlands Plaza CAM expenses	2-Redlands...	174.00
TOTAL					174.00
25422	01/02/20	Edison - 6493	1012 · Citizens Business Bank		-74.10
	12/09/20		5420 · Electricity	4-General ...	20.75
			5420 · Electricity	1-Groundw...	14.82
			5420 · Electricity	2-Redlands...	31.12
			5420 · Electricity	6-Active R...	7.41
TOTAL					74.10
25423	01/02/20	Empire Disposal	1012 · Citizens Business Bank		-343.51
	12/31/20		5460 · Water / Trash / Sewer	4-General ...	154.58
			5460 · Water / Trash / Sewer	1-Groundw...	120.23
			5460 · Water / Trash / Sewer	3-Land Re...	34.35
			5460 · Water / Trash / Sewer	6-Active R...	34.35
TOTAL					343.51
25424	01/02/20	Frontier-7275	1012 · Citizens Business Bank		-179.71
	12/19/20		5440 · Telephone	4-General ...	26.70
			5440 · Telephone	1-Groundw...	11.13
			5440 · Telephone	6-Active R...	6.68
			5470 · Internet Services	4-General ...	60.84
			5470 · Internet Services	1-Groundw...	33.80
			5470 · Internet Services	2-Redlands...	6.76
			5470 · Internet Services	3-Land Re...	20.28
			5470 · Internet Services	6-Active R...	13.52
TOTAL					179.71

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25425	01/02/20	Frontier-9942	1012 · Citizens Business Bank		-73.48
	12/15/20		5470 · Internet Services	4-General ...	33.07
			5470 · Internet Services	1-Groundw...	18.37
			5470 · Internet Services	2-Redlands...	3.67
			5470 · Internet Services	3-Land Re...	11.02
			5470 · Internet Services	6-Active R...	7.35
TOTAL					73.48
25426	01/02/20	H&E Equipment Ser...	1012 · Citizens Business Bank		-5,394.95
	12/18/20		5050 · Basin Cleaning	1-Groundw...	5,158.53
	12/26/20		5050 · Basin Cleaning	1-Groundw...	236.42
TOTAL					5,394.95
25427	01/02/20	Hamilton Raye	1012 · Citizens Business Bank		-2,080.00
	12/30/20		5120 · Misc. Professional Services	4-General ...	228.80
			5120 · Misc. Professional Services	1-Groundw...	1,102.40
			5120 · Misc. Professional Services	3-Land Re...	748.80
TOTAL					2,080.00
25428	01/02/20	Horizon Water	1012 · Citizens Business Bank		-21.50
	12/17/20		5460 · Water / Trash / Sewer	4-General ...	9.67
			5460 · Water / Trash / Sewer	1-Groundw...	7.53
			5460 · Water / Trash / Sewer	3-Land Re...	2.15
			5460 · Water / Trash / Sewer	6-Active R...	2.15
TOTAL					21.50
25429	01/02/20	O'Reilly	1012 · Citizens Business Bank		-42.38
	12/16/20		5310 · Vehicle Maintenance	1-Groundw...	42.38
TOTAL					42.38
25430	01/02/20	PCtronics	1012 · Citizens Business Bank		-1,957.49
	12/18/20		7240 · Office Equipment	4-General ...	489.37
			7240 · Office Equipment	1-Groundw...	685.12
			7240 · Office Equipment	2-Redlands...	97.87
			7240 · Office Equipment	3-Land Re...	313.20
			7240 · Office Equipment	5-Wash Plan	58.72
			7240 · Office Equipment	6-Active R...	313.21
TOTAL					1,957.49
25431	01/02/20	Q3 Consulting, Inc.	1012 · Citizens Business Bank		-17,638.00
	12/19/20		7126 · PERC Engr/Prof Services	6-Active R...	17,638.00
TOTAL					17,638.00

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25432	01/02/20	Quill Corporation	1012 · Citizens Business Bank		-128.03
	12/02/20		6030 · Office Supplies	4-General ...	22.10
			6030 · Office Supplies	1-Groundw...	14.74
			6030 · Office Supplies	2-Redlands...	7.37
			6030 · Office Supplies	3-Land Re...	11.06
			6030 · Office Supplies	5-Wash Plan	3.69
	12/12/20		6030 · Office Supplies	6-Active R...	14.74
			6030 · Office Supplies	4-General ...	16.29
			6030 · Office Supplies	1-Groundw...	10.87
			6030 · Office Supplies	2-Redlands...	5.43
			6030 · Office Supplies	3-Land Re...	8.15
			6030 · Office Supplies	5-Wash Plan	2.72
			6030 · Office Supplies	6-Active R...	10.87
TOTAL					128.03
25433	01/02/20	Sonsray Machinery ...	1012 · Citizens Business Bank		-6,076.40
	12/09/20		5050 · Basin Cleaning	1-Groundw...	6,076.40
TOTAL					6,076.40
25434	01/02/20	Terminix	1012 · Citizens Business Bank		-101.00
	11/13/20		6026 · Redlands Plaza CAM expenses	2-Redlands...	101.00
TOTAL					101.00
25435	01/02/20	Tetra Tech	1012 · Citizens Business Bank		-65,990.40
	12/24/20		7126 · PERC Engr/Prof Services	6-Active R...	65,990.40
TOTAL					65,990.40
25436	01/02/20	SoCalGas	1012 · Citizens Business Bank		-131.30
	12/16/20		5450 · Natural Gas	4-General ...	65.65
			5450 · Natural Gas	1-Groundw...	39.39
			5450 · Natural Gas	6-Active R...	26.26
TOTAL					131.30
25437	01/02/20	Thompson Reuters	1012 · Citizens Business Bank		-530.70
	12/01/20		5180 · Legal	4-General ...	132.68
			5180 · Legal	1-Groundw...	132.68
			5180 · Legal	3-Land Re...	106.14
			5180 · Legal	6-Active R...	159.20
TOTAL					530.70
25438	01/02/20	TLC Landscape Ser...	1012 · Citizens Business Bank		-430.00
	12/20/20		6026 · Redlands Plaza CAM expenses	2-Redlands...	430.00
TOTAL					430.00

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Num	Date	Name	Account	Class	Original Amount
25439	01/02/20	Unlimited Services	1012 · Citizens Business Bank		-800.00
	01/01/20		6018 · Janitorial Services	4-General ...	800.00
TOTAL					800.00
25440	01/14/20	ACWA/JPIA-Health	1012 · Citizens Business Bank		-33,403.26
	12/04/20		6110 · Vision Insurance	4-General ...	38.33
			6110 · Vision Insurance	1-Groundw...	87.31
			6110 · Vision Insurance	2-Redlands...	8.52
			6110 · Vision Insurance	3-Land Re...	29.81
			6110 · Vision Insurance	5-Wash Plan	2.13
			6110 · Vision Insurance	6-Active R...	46.84
			6130 · Dental Insurance	4-General ...	148.12
			6130 · Dental Insurance	1-Groundw...	337.38
			6130 · Dental Insurance	2-Redlands...	32.92
			6130 · Dental Insurance	3-Land Re...	115.20
			6130 · Dental Insurance	5-Wash Plan	8.23
			6130 · Dental Insurance	6-Active R...	181.03
			6150 · Medical Insurance	4-General ...	2,220.45
			6150 · Medical Insurance	1-Groundw...	5,057.70
			6150 · Medical Insurance	2-Redlands...	493.43
			6150 · Medical Insurance	3-Land Re...	1,727.02
			6150 · Medical Insurance	5-Wash Plan	123.36
			6150 · Medical Insurance	6-Active R...	2,713.88
	01/02/20		6110 · Vision Insurance	4-General ...	46.85
			6110 · Vision Insurance	1-Groundw...	106.70
			6110 · Vision Insurance	2-Redlands...	10.41
			6110 · Vision Insurance	3-Land Re...	36.44
			6110 · Vision Insurance	5-Wash Plan	2.60
			6110 · Vision Insurance	6-Active R...	57.26
			6130 · Dental Insurance	4-General ...	160.26
			6130 · Dental Insurance	1-Groundw...	365.04
			6130 · Dental Insurance	2-Redlands...	35.61
			6130 · Dental Insurance	3-Land Re...	124.64
			6130 · Dental Insurance	5-Wash Plan	8.90
			6130 · Dental Insurance	6-Active R...	195.87
			6150 · Medical Insurance	4-General ...	3,398.58
			6150 · Medical Insurance	1-Groundw...	7,741.23
			6150 · Medical Insurance	2-Redlands...	755.24
			6150 · Medical Insurance	3-Land Re...	2,643.34
			6150 · Medical Insurance	5-Wash Plan	188.81
			6150 · Medical Insurance	6-Active R...	4,153.82
TOTAL					33,403.26
25441	01/14/20	American Power Se...	1012 · Citizens Business Bank		-732.00
	12/31/20		6026 · Redlands Plaza CAM expenses	2-Redlands...	732.00
TOTAL					732.00
25442	01/14/20	Anna Frey	1012 · Citizens Business Bank		-201.74
	01/07/20		6510 · Mileage	4-General ...	80.69
			6510 · Mileage	1-Groundw...	50.44
			6510 · Mileage	3-Land Re...	20.17
			6510 · Mileage	6-Active R...	50.44
TOTAL					201.74

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Num	Date	Name	Account	Class	Original Amount
25443	01/14/20	Betsy Miller	1012 · Citizens Business Bank		-263.44
	01/06/20		6510 · Mileage	4-General ...	16.89
			6510 · Mileage	1-Groundw...	10.55
			6510 · Mileage	3-Land Re...	4.22
			6510 · Mileage	6-Active R...	10.55
	01/07/20		6510 · Mileage	4-General ...	88.49
			6510 · Mileage	1-Groundw...	55.31
			6510 · Mileage	3-Land Re...	22.12
			6510 · Mileage	6-Active R...	55.31
TOTAL					263.44
25444	01/14/20	Black Gold Surveying	1012 · Citizens Business Bank		-15,000.00
	01/13/20		5122 · Wash Plan Professional Servi...	5-Wash Plan	6,500.00
	01/13/20		5120 · Misc. Professional Services	3-Land Re...	8,500.00
TOTAL					15,000.00
25445	01/14/20	California Groundw...	1012 · Citizens Business Bank		-8,250.00
	01/01/20		6093 · Memberships	4-General ...	8,250.00
TOTAL					8,250.00
25446	01/14/20	Corneille, Richard	1012 · Citizens Business Bank		-802.86
	01/08/20		6425 · Meals	4-General ...	71.24
			6410 · Mileage	4-General ...	67.00
			6530 · Lodging	4-General ...	664.62
TOTAL					802.86
25447	01/14/20	Day Lite Maintenanc...	1012 · Citizens Business Bank		-34.89
	01/07/20		6026 · Redlands Plaza CAM expenses	2-Redlands...	34.89
TOTAL					34.89
25448	01/14/20	Diamond Environm...	1012 · Citizens Business Bank		-200.96
	12/30/20		5460 · Water / Trash / Sewer	4-General ...	45.22
			5460 · Water / Trash / Sewer	1-Groundw...	35.16
			5460 · Water / Trash / Sewer	3-Land Re...	10.05
			5460 · Water / Trash / Sewer	6-Active R...	10.05
	12/30/20		5460 · Water / Trash / Sewer	4-General ...	45.21
			5460 · Water / Trash / Sewer	1-Groundw...	35.17
			5460 · Water / Trash / Sewer	3-Land Re...	10.05
			5460 · Water / Trash / Sewer	6-Active R...	10.05
TOTAL					200.96
25449	01/14/20	Edison - 6256 (Redl...	1012 · Citizens Business Bank		-213.97
	12/30/20		6026 · Redlands Plaza CAM expenses	2-Redlands...	213.97
TOTAL					213.97

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25450	01/14/20	Edison - 8958	1012 · Citizens Business Bank		-291.20
	01/07/20		5420 · Electricity	4-General ...	81.54
			5420 · Electricity	1-Groundw...	58.24
			5420 · Electricity	2-Redlands...	122.30
			5420 · Electricity	6-Active R...	29.12
TOTAL					291.20
25451	01/14/20	Edison - 9779	1012 · Citizens Business Bank		-314.49
	12/30/20		5420 · Electricity	4-General ...	88.06
			5420 · Electricity	1-Groundw...	62.90
			5420 · Electricity	2-Redlands...	132.08
			5420 · Electricity	6-Active R...	31.45
TOTAL					314.49
25452	01/14/20	Frontier-4860	1012 · Citizens Business Bank		-59.74
	12/28/20		5440 · Telephone	4-General ...	135.15
			5440 · Telephone	1-Groundw...	56.31
			5440 · Telephone	6-Active R...	33.79
TOTAL					225.25
25453	01/14/20	Geoscience	1012 · Citizens Business Bank		-1,188.00
	01/07/20		5120 · Misc. Professional Services	3-Land Re...	1,188.00
TOTAL					1,188.00
25454	01/14/20	HCC Surety Group	1012 · Citizens Business Bank		-1,815.00
	01/14/20		6010 · Surety Bond	3-Land Re...	1,815.00
TOTAL					1,815.00
25455	01/14/20	Lowe's Companies,...	1012 · Citizens Business Bank		-34.09
	12/25/20		5210 · Equipment Maintenance	1-Groundw...	34.09
TOTAL					34.09
25456	01/14/20	Mikael Romich	1012 · Citizens Business Bank		-34,437.25
	01/12/20		5123 · Habitat Management-WP	5-Wash Plan	21,887.25
			7151 · Mill Creek Permitting	1-Groundw...	12,550.00
TOTAL					34,437.25

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25457	01/14/20	Milan Mitrovich	1012 · Citizens Business Bank		-836.64
	12/19/20		6510 · Mileage	4-General ...	47.17
			6510 · Mileage	1-Groundw...	29.48
			6510 · Mileage	3-Land Re...	11.79
			6510 · Mileage	6-Active R...	29.48
			6525 · Meals	4-General ...	57.18
			6525 · Meals	1-Groundw...	44.47
			6525 · Meals	3-Land Re...	25.41
			6535 · Conf/Seminar Registrations	4-General ...	266.25
			6535 · Conf/Seminar Registrations	1-Groundw...	207.08
			6535 · Conf/Seminar Registrations	3-Land Re...	118.33
TOTAL					836.64
25458	01/14/20	PCtronics	1012 · Citizens Business Bank		-3,188.30
	01/01/20		5160 · IT Support	4-General ...	750.00
			5160 · IT Support	1-Groundw...	1,125.00
			5160 · IT Support	3-Land Re...	250.00
			5160 · IT Support	5-Wash Plan	125.00
			5160 · IT Support	6-Active R...	250.00
	01/01/20		6027 · Computer Software	4-General ...	261.55
			6027 · Computer Software	1-Groundw...	68.83
			6027 · Computer Software	2-Redlands...	103.25
			6027 · Computer Software	3-Land Re...	103.25
			6027 · Computer Software	5-Wash Plan	34.42
			6027 · Computer Software	6-Active R...	117.00
TOTAL					3,188.30
25459	01/14/20	RDO Equipment Co...	1012 · Citizens Business Bank		-10,202.73
	01/10/20		5050 · Basin Cleaning	1-Groundw...	10,202.73
TOTAL					10,202.73
25460	01/14/20	Russell Consulting ...	1012 · Citizens Business Bank		-29,700.00
	01/13/20		7126 · PERC Engr/Prof Services	6-Active R...	29,700.00
TOTAL					29,700.00
25461	01/14/20	San Bernardino Val...	1012 · Citizens Business Bank		-500.00
	01/10/20		6007 · Inter District Costs	1-Groundw...	250.00
			6007 · Inter District Costs	3-Land Re...	250.00
TOTAL					500.00
25462	01/14/20	Sonsray Machinery ...	1012 · Citizens Business Bank		-1,850.36
	12/17/20		5050 · Basin Cleaning	1-Groundw...	1,656.41
	12/17/20		5050 · Basin Cleaning	1-Groundw...	193.95
TOTAL					1,850.36

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25463	01/14/20	Visual Edge IT, Inc.	1012 · Citizens Business Bank		-414.64
	12/20/20		6033 · Office Equipment Rental	4-General ...	310.98
			6033 · Office Equipment Rental	1-Groundw...	20.73
			6033 · Office Equipment Rental	2-Redlands...	62.20
			6033 · Office Equipment Rental	3-Land Re...	20.73
TOTAL					414.64
25464	01/14/20	Water Systems Con...	1012 · Citizens Business Bank		-2,875.00
	11/30/20		7126 · PERC Engr/Prof Services	6-Active R...	2,875.00
TOTAL					2,875.00
25465	01/14/20	WEX Bank-Shell	1012 · Citizens Business Bank		-1,663.45
	01/06/20		5320 · Fuel	1-Groundw...	1,663.45
TOTAL					1,663.45
25466	01/14/20	Yesenia Yangin	1012 · Citizens Business Bank		-33.16
	01/07/20		6510 · Mileage	4-General ...	12.86
			6510 · Mileage	1-Groundw...	8.04
			6510 · Mileage	3-Land Re...	3.22
			6510 · Mileage	6-Active R...	8.04
			6001 · General Administration - Other	1-Groundw...	1.00
TOTAL					33.16
25467	01/29/20	Breaking The Chain...	1012 · Citizens Business Bank		-1,125.00
	01/23/20		6535 · Conf/Seminar Registrations	4-General ...	506.25
			6535 · Conf/Seminar Registrations	1-Groundw...	393.75
			6535 · Conf/Seminar Registrations	3-Land Re...	225.00
TOTAL					1,125.00
25468	01/29/20	CASC Engineering ...	1012 · Citizens Business Bank		-92,559.20
	01/16/20		7126 · PERC Engr/Prof Services	6-Active R...	92,559.20
TOTAL					92,559.20
25469	01/29/20	Citizens Business ...	1012 · Citizens Business Bank		-4,299.40
	01/13/20		5130 · Aerial Photography & Surveying	3-Land Re...	564.41
			5310 · Vehicle Maintenance	1-Groundw...	84.43
			5320 · Fuel	1-Groundw...	150.00
			6001 · General Administration - Other	4-General ...	467.91
			6001 · General Administration - Other	1-Groundw...	467.90
			6004 · Meeting Expenses	4-General ...	20.97
			6004 · Meeting Expenses	3-Land Re...	20.97
			6027 · Computer Software	4-General ...	134.81
			6027 · Computer Software	1-Groundw...	35.48
			6027 · Computer Software	2-Redlands...	53.21
			6027 · Computer Software	3-Land Re...	53.21
			6027 · Computer Software	5-Wash Plan	17.74
			6027 · Computer Software	6-Active R...	60.31
			6039 · Postage and Overnight Delivery	4-General ...	110.00
			6039 · Postage and Overnight Delivery	1-Groundw...	50.00
			6039 · Postage and Overnight Delivery	2-Redlands...	20.00

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			6039 · Postage and Overnight Delivery	3-Land Re...	20.00
			6090 · Subscriptions/Publications	4-General ...	16.30
			6435 · Conf/Seminar Registrations	4-General ...	825.00
			6425 · Meals	4-General ...	80.84
			6525 · Meals	4-General ...	43.16
			6525 · Meals	1-Groundw...	33.57
			6525 · Meals	3-Land Re...	19.18
			6535 · Conf/Seminar Registrations	4-General ...	427.50
			6535 · Conf/Seminar Registrations	1-Groundw...	332.50
			6535 · Conf/Seminar Registrations	3-Land Re...	190.00
TOTAL					4,299.40
25470	01/29/20	Dion and Sons, Inc.	1012 · Citizens Business Bank		-1,857.78
	01/16/20		5320 · Fuel	1-Groundw...	388.66
	01/22/20		5320 · Fuel	1-Groundw...	1,469.12
TOTAL					1,857.78
25471	01/29/20	E-PUR LLC	1012 · Citizens Business Bank		-26,840.00
	01/15/20		5120 · Misc. Professional Services	1-Groundw...	312.50
			7126 · PERC Engr/Prof Services	6-Active R...	26,527.50
TOTAL					26,840.00
25472	01/29/20	Edison - 6493	1012 · Citizens Business Bank		-77.53
	01/09/20		5420 · Electricity	4-General ...	21.71
			5420 · Electricity	1-Groundw...	15.51
			5420 · Electricity	2-Redlands...	32.56
			5420 · Electricity	6-Active R...	7.75
TOTAL					77.53
25473	01/29/20	Frontier-7275	1012 · Citizens Business Bank		-179.93
	01/19/20		5440 · Telephone	4-General ...	26.77
			5440 · Telephone	1-Groundw...	11.16
			5440 · Telephone	6-Active R...	6.69
			5470 · Internet Services	4-General ...	60.89
			5470 · Internet Services	1-Groundw...	33.83
			5470 · Internet Services	2-Redlands...	6.77
			5470 · Internet Services	3-Land Re...	20.30
			5470 · Internet Services	6-Active R...	13.52
TOTAL					179.93
25474	01/29/20	Frontier-9942	1012 · Citizens Business Bank		-83.48
	01/15/20		5470 · Internet Services	4-General ...	37.57
			5470 · Internet Services	1-Groundw...	20.87
			5470 · Internet Services	2-Redlands...	4.17
			5470 · Internet Services	3-Land Re...	12.52
			5470 · Internet Services	6-Active R...	8.35
TOTAL					83.48

San Bernardino Valley Water Conservation District
Expenditure Report
January 2025

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
25475	01/29/20	Hamilton Raye	1012 · Citizens Business Bank		-2,080.00
	01/29/20		5120 · Misc. Professional Services	4-General ...	228.80
			5120 · Misc. Professional Services	1-Groundw...	1,102.40
			5120 · Misc. Professional Services	3-Land Re...	748.80
TOTAL					2,080.00
25476	01/29/20	Horizon Water	1012 · Citizens Business Bank		-14.25
	01/14/20		5460 · Water / Trash / Sewer	4-General ...	6.40
			5460 · Water / Trash / Sewer	1-Groundw...	4.99
			5460 · Water / Trash / Sewer	3-Land Re...	1.43
			5460 · Water / Trash / Sewer	6-Active R...	1.43
TOTAL					14.25
25477	01/29/20	IERCD	1012 · Citizens Business Bank		-5,700.00
	01/19/20		6060 · Outreach	4-General ...	1,710.00
			6060 · Outreach	1-Groundw...	1,425.00
			6060 · Outreach	3-Land Re...	1,710.00
			6060 · Outreach	6-Active R...	855.00
TOTAL					5,700.00
25478	01/29/20	Katz & Associates I...	1012 · Citizens Business Bank		-602.50
	01/14/20		6060 · Outreach	4-General ...	180.75
			6060 · Outreach	1-Groundw...	120.50
			6060 · Outreach	3-Land Re...	180.75
			6060 · Outreach	5-Wash Plan	30.13
			6060 · Outreach	6-Active R...	90.37
TOTAL					602.50
25479	01/29/20	O'Reilly	1012 · Citizens Business Bank		-27.88
	01/28/20		5210 · Equipment Maintenance	1-Groundw...	27.88
TOTAL					27.88
25480	01/29/20	Partner Engineerin...	1012 · Citizens Business Bank		-2,300.00
	12/06/20		5120 · Misc. Professional Services	3-Land Re...	2,300.00
TOTAL					2,300.00
25481	01/29/20	Q3 Consulting, Inc.	1012 · Citizens Business Bank		-22,727.00
	01/22/20		7126 · PERC Engr/Prof Services	6-Active R...	22,727.00
TOTAL					22,727.00

San Bernardino Valley Water Conservation District
Expenditure Report
January 2025

Num	Date	Name	Account	Class	Original Amount
25482	01/29/20	Quill Corporation	1012 · Citizens Business Bank		-84.80
	01/07/20		6030 · Office Supplies	4-General ...	25.44
			6030 · Office Supplies	1-Groundw...	16.96
			6030 · Office Supplies	2-Redlands...	8.48
			6030 · Office Supplies	3-Land Re...	12.72
			6030 · Office Supplies	5-Wash Plan	4.24
			6030 · Office Supplies	6-Active R...	16.96
TOTAL					84.80
25483	01/29/20	Rutan & Tucker	1012 · Citizens Business Bank		-1,637.00
	01/23/20		5180 · Legal	1-Groundw...	712.50
	01/23/20		7140 · Mentone Property (Shop)-Cap...	1-Groundw...	924.50
TOTAL					1,637.00
25484	01/29/20	Securitas Technolo...	1012 · Citizens Business Bank		-2,446.53
	01/02/20		6026 · Redlands Plaza CAM expenses	2-Redlands...	737.13
	01/02/20		6026 · Redlands Plaza CAM expenses	2-Redlands...	446.52
	01/02/20		5410 · Alarm Service	4-General ...	335.41
			5410 · Alarm Service	1-Groundw...	335.41
			5410 · Alarm Service	6-Active R...	167.71
			6026 · Redlands Plaza CAM expenses	2-Redlands...	424.35
TOTAL					2,446.53
25485	01/29/20	SoCalGas	1012 · Citizens Business Bank		-223.35
	01/15/20		5450 · Natural Gas	4-General ...	111.67
			5450 · Natural Gas	1-Groundw...	67.01
			5450 · Natural Gas	6-Active R...	44.67
TOTAL					223.35
25486	01/29/20	Tetra Tech	1012 · Citizens Business Bank		-102,753.23
	01/21/20		7126 · PERC Engr/Prof Services	6-Active R...	102,753.23
TOTAL					102,753.23
25487	01/29/20	TLC Landscape Ser...	1012 · Citizens Business Bank		-1,268.60
	12/12/20		6026 · Redlands Plaza CAM expenses	2-Redlands...	838.60
	01/20/20		6026 · Redlands Plaza CAM expenses	2-Redlands...	430.00
TOTAL					1,268.60
25488	01/29/20	Trinity Equipment, I...	1012 · Citizens Business Bank		-2,979.14
	12/30/20		5050 · Basin Cleaning	1-Groundw...	2,979.14
TOTAL					2,979.14
25489	01/29/20	Ultra Plumbing Ser...	1012 · Citizens Business Bank		-4,071.00
	01/23/20		7110 · Property Capital Repairs	2-Redlands...	3,482.00
			6016 · Redlands Plaza Maintenance	2-Redlands...	589.00
TOTAL					4,071.00

San Bernardino Valley Water Conservation District
Expenditure Report
January 2025

<u>Num</u>	<u>Date</u>	<u>Name</u>	<u>Account</u>	<u>Class</u>	<u>Original Amount</u>
25490	01/29/20	Xerox Financial Ser...	1012 · Citizens Business Bank		-337.44
	01/02/20		6033 · Office Equipment Rental	4-General ...	253.08
			6033 · Office Equipment Rental	1-Groundw...	16.87
			6033 · Office Equipment Rental	2-Redlands...	50.62
			6033 · Office Equipment Rental	3-Land Re...	16.87
TOTAL					337.44
100374N	01/24/20	PERS	1012 · Citizens Business Bank		-17,549.63
			6170 · PERS Retirement	4-General ...	3,158.92
			6170 · PERS Retirement	1-Groundw...	7,195.35
			6170 · PERS Retirement	2-Redlands...	701.99
			6170 · PERS Retirement	3-Land Re...	2,456.95
			6170 · PERS Retirement	5-Wash Plan	175.50
			6170 · PERS Retirement	6-Active R...	3,860.92
TOTAL					17,549.63
100375N	01/24/20	PERS	1012 · Citizens Business Bank		-8,652.96
			6170 · PERS Retirement	4-General ...	1,557.54
			6170 · PERS Retirement	1-Groundw...	3,547.71
			6170 · PERS Retirement	2-Redlands...	346.12
			6170 · PERS Retirement	3-Land Re...	1,211.41
			6170 · PERS Retirement	5-Wash Plan	86.53
			6170 · PERS Retirement	6-Active R...	1,903.65
TOTAL					8,652.96

San Bernardino Valley Water Conservation District

Director Fees Expenditure Payroll Report

Jan 2025

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
1/22/2025	Corneille, R	Dec-24	\$ 1,620.00	\$ 211.07	\$ 1,408.93
1/22/2025	Falcone, M	Dec 24, Jan 25	\$ 1,627.00	\$ 296.91	\$ 1,330.09
1/22/2025	McDonald, M	Jan-25	\$ 1,108.00	\$ 110.02	\$ 997.98
1/22/2025	Longville, J	Aug-Nov 24	\$ 4,320.00	\$ 1,914.12	\$ 2,405.88



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2084

To: Board of Directors
From: Angie Quiroga, Senior Administrative Analyst
Date: February 12, 2025
Subject: Unaudited Financial Report for January 2025

RECOMMENDATION

Review and approve the unaudited financial report for January 2025.

BACKGROUND AND DISCUSSION

Staff present the previous month's unaudited financial report at the subsequent Board meeting. The reports presented here include information through January 31, 2025.

GL 4022 Groundwater Charge payments have begun to be received for the period covering July 2024-December 2024. An additional \$350,000 was received in the first few days of February or has been reported with payment to be made in early February. Late groundwater production statements will be sent out in mid-February as needed. Based on County communications, additional GL 4050 Property Tax payments are expected. GL 5120 Professional Services was adjusted for E-PUR expenses related to PERC that were moved to GL 7126 PERC Eng/Prof Services. GL 6401 Director Fees are currently under budget with costs expected to increase as expenditure sheets are submitted. The temporary agreement with Cemex continues to result in lower than budgeted revenue for GL 4031 Plant Site and GL 4032 Cemex Royalty/Lease. All other expenses are as expected.

FISCAL IMPACT

Approval of the recommended action does not result in the expenditure of District funds.

POTENTIAL MOTIONS

1. Move approval of the Unaudited Financial Report for January 2025 as presented.
2. Move to request this item be tabled and referred to the Finance & Administration Committee to reconsider specific issues discussed.

ATTACHMENTS

Graph Financials for January 2025
Profit & Loss to Date vs. Annual Budget

**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

Monthly Report of Investment Transactions

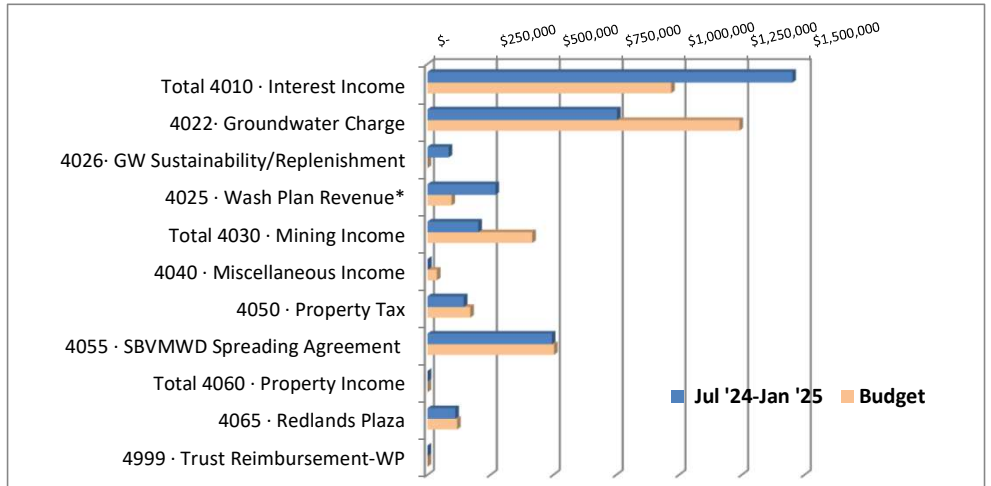
SBVWCD - All Enterprises Budget and Actual

Jan 2025

REVENUE	Jul '24-Jan '25	Budget
Total 4010 · Interest Income	\$ 1,451,864	\$ 968,333
4022· Groundwater Charge	\$ 752,744	\$ 1,240,349
4026· GW Sustainability/Replenishment	\$ 83,965	\$ -
4025 · Wash Plan Revenue*	\$ 269,613	\$ 95,149
Total 4030 · Mining Income	\$ 201,520	\$ 415,917
4040 · Miscellaneous Income	\$ 2,060	\$ 37,333
4050 · Property Tax	\$ 144,087	\$ 169,775
4055 · SBVMWD Spreading Agreement	\$ 493,880	\$ 502,542
Total 4060 · Property Income	\$ 200	\$ 100
4065 · Redlands Plaza	\$ 109,828	\$ 117,345
4999 · Trust Reimbursement-WP	\$ -	\$ -
Total Revenue	\$ 3,509,763	\$ 3,546,844

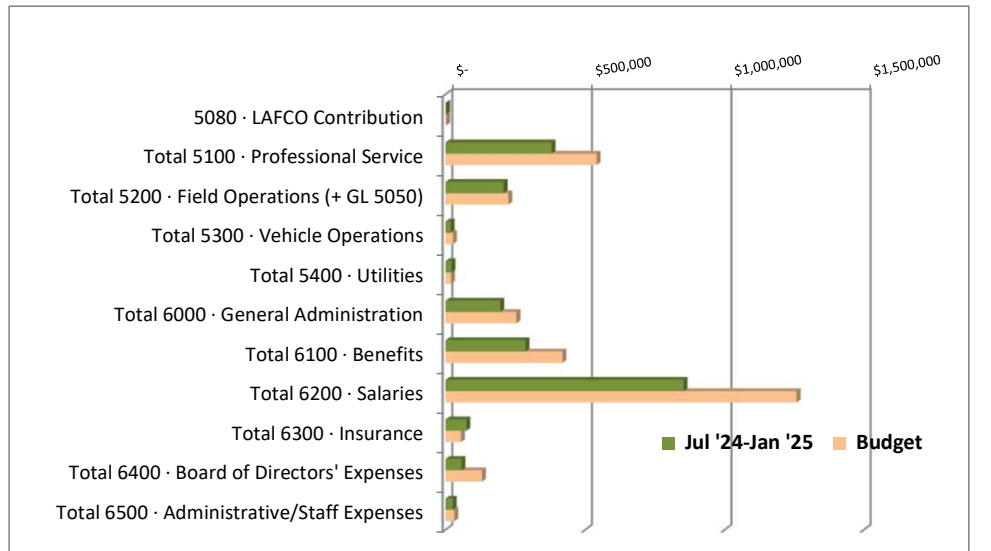
Lines highlighted in light gray = full annual budget, med gray = distributed by historical revenue/expense dates, unhighlighted = monthly pro-rated budget

*District loans to the WP & State Permitting payments.

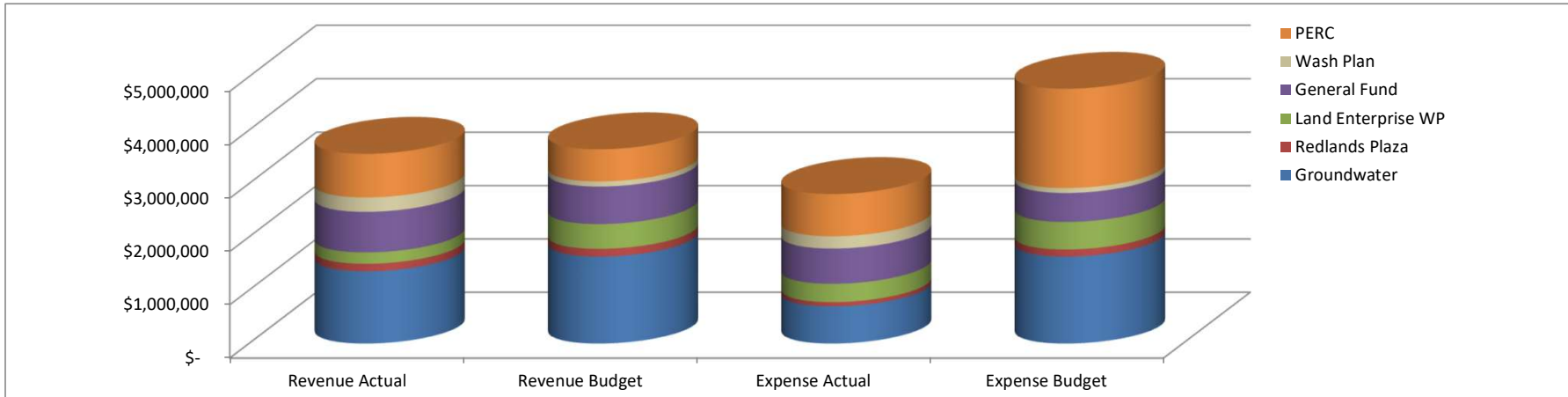


EXPENSES Operating and Capital	Jul '24-Jan '25	Budget
5080 · LAFCO Contribution	\$ 2,580	\$ 2,580
Total 5100 · Professional Service	\$ 379,746	\$ 540,799
Total 5200 · Field Operations (+ GL 5050)	\$ 208,186	\$ 224,898
Total 5300 · Vehicle Operations	\$ 18,233	\$ 26,615
Total 5400 · Utilities	\$ 21,736	\$ 19,860
Total 6000 · General Administration	\$ 195,821	\$ 253,773
Total 6100 · Benefits	\$ 286,306	\$ 418,586
Total 6200 · Salaries	\$ 852,774	\$ 1,258,681
Total 6300 · Insurance	\$ 74,909	\$ 55,256
Total 6400 · Board of Directors' Expenses	\$ 57,378	\$ 130,564
Total 6500 · Administrative/Staff Expenses	\$ 25,911	\$ 31,771
Total Expense	\$ 2,123,580	\$ 2,963,383

Lines highlighted in light gray = full annual budget, med gray = distributed by historical revenue/expense dates, unhighlighted = monthly pro-rated budget



Enterprises to Date (January 2025)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 1,356,200	\$ 1,632,766	83%
Groundwater Expense	\$ 698,699	\$ 1,259,440	55%
Revenue -Expense	\$ 657,501	\$ 373,327	
Redlands Plaza Revenue	\$ 141,485	\$ 145,184	97%
Redlands Plaza Expense	\$ 79,298	\$ 133,225	60%
Revenue -Expense	\$ 62,187	\$ 11,959	
Land Enterprise Revenue	\$ 213,299	\$ 464,625	46%
Land Enterprise Expense	\$ 343,341	\$ 516,492	66%
Revenue -Expense	\$ (130,043)	\$ (51,867)	
General Fund Revenue *	\$ 761,498	\$ 704,347	108%
General Fund Expense	\$ 662,108	\$ 544,520	122%
Revenue -Expense	\$ 99,390	\$ 159,827	
Wash Plan Revenue	\$ 269,613	\$ 95,149	283%
Wash Plan Expense	\$ 229,765	\$ 90,625	254%
Revenue-Expense	39,848	4,524	
PERC Revenue	\$ 816,691	\$ 601,563	136%
PERC Expense	\$ 793,215	\$ 1,857,068	43%
Revenue-Expense	\$ 23,476	\$ (1,255,505)	
Total All Revenue - Expense	\$ 752,358	\$ (757,736)	

* PERC expenses include capital expenses

Cash Status	As of 7/1/2024	As of 01/31/2025
LAIF	\$ 1,026.17	\$ 1,062.27
Citizens Bank	\$ 601,274.36	\$ 733,099.58
UBS Financial-Gen	\$ 5,618,122.33	\$ 3,387,341.92
UBS Financial-PERC	\$ 28,215,679.82	\$ 25,042,715.95
US Bank-CAMP Gen	\$ 4,307,416.23	\$ 3,908,136.79
US Bank-CAMP PERC	\$ 5,188,179.38	\$ 10,795,440.04
Total	\$ 43,931,698.29	\$ 43,867,796.55
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less PERC Obligation	\$ (35,292,240.70)	\$ (35,314,484.64)
Cash Position	\$ 3,639,457.59	\$ 3,553,311.91

Increase (decrease) of -\$86,145.68

Percent Increase -2.4%

* General Fund Revenue shown here does not include overhead

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

10:56 AM
 02/05/2025
 Accrual Basis

	Jan 25	Jul '24 - Jan 25	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
4010 · Interest Income					
4012 · LAIF	12.21	24.52	0.00	24.52	100.0%
4015 · UBS Interest Income	101,849.70	943,858.70	1,275,000.00	-331,141.30	74.03%
4016 · Interest Income CAMP	56,618.41	507,981.22	385,000.00	122,981.22	131.94%
Total 4010 · Interest Income	158,480.32	1,451,864.44	1,660,000.00	-208,135.56	87.46%
4020 · Groundwater Charge					
4022 · Groundwater Charge	407,511.37	752,744.37	1,440,349.41	-687,605.04	52.26%
4024 · Groundwater Council Revenue	0.00	0.00	0.00	0.00	0.0%
4026 · GW Sustainability/Replenishment	0.00	83,965.07	0.00	83,965.07	100.0%
Total 4020 · Groundwater Charge	407,511.37	836,709.44	1,440,349.41	-603,639.97	58.09%
4025 · Wash Plan Revenue	42,185.74	269,613.11	120,255.44	149,357.67	224.2%
4030 · Mining Income					
4031 · Plant Site - CEMEX	0.00	0.00	48,000.00	-48,000.00	0.0%
4032 · Cemex - Royalty / Lease	3,118.33	72,780.73	600,000.00	-527,219.27	12.13%
4036 · Aggregate Maintenance	18,214.50	128,739.59	65,000.00	63,739.59	198.06%
Total 4030 · Mining Income	21,332.83	201,520.32	713,000.00	-511,479.68	28.26%
4040 · Miscellaneous Income					
4041 · Reimbursed Expenses	533.16	3,268.86	0.00	3,268.86	100.0%
4040 · Miscellaneous Income - Other	0.00	2,060.00	64,000.00	-61,940.00	3.22%
Total 4040 · Miscellaneous Income	533.16	5,328.86	64,000.00	-58,671.14	8.33%
4043 · Project Salary Reimbursement	0.00	14,296.64	52,373.50	-38,076.86	27.3%
4050 · Property Tax	2,118.83	144,086.76	169,775.15	-25,688.39	84.87%
4051 · Wash Plan Trails	0.00	0.00	66,000.00	-66,000.00	0.0%
4055 · SBVMWD Spreading Agreement Reim	0.00	493,880.24	502,542.31	-8,662.07	98.28%
4060 · Property Income					
4062 · Mentone Property	0.00	200.00	100.00	100.00	200.0%
Total 4060 · Property Income	0.00	200.00	100.00	100.00	200.0%
4065 · Redlands Plaza	12,248.41	109,828.43	201,162.26	-91,333.83	54.6%
4066 · Redlands Plaza CAM	3,488.52	31,456.22	47,553.84	-16,097.62	66.15%
4999 · Trust Reimbursement-Wash Plan	0.00	0.00	0.00	0.00	0.0%
Total Income	647,899.18	3,558,784.46	5,037,111.91	-1,478,327.45	70.65%
Gross Profit	647,899.18	3,558,784.46	5,037,111.91	-1,478,327.45	70.65%
Expense					
5040 · Regional Programs					
5080 · LAFCO Contribution	0.00	2,579.88	2,579.88	0.00	100.0%
Total 5040 · Regional Programs	0.00	2,579.88	2,579.88	0.00	100.0%
5050 · Basin Cleaning	10,202.73	168,416.56	250,000.00	-81,583.44	67.37%
5100 · Professional Service					
5120 · Misc. Professional Services	23,487.96	210,268.68	477,500.00	-267,231.32	44.04%
5122 · Wash Plan Professional Services					
5122.01 · Professional Services-Wash Plan	0.00	0.00	0.00	0.00	0.0%
5122 · Wash Plan Professional Services - Other	6,500.00	6,500.00	0.00	6,500.00	100.0%
Total 5122 · Wash Plan Professional Services	6,500.00	6,500.00	0.00	6,500.00	100.0%
5123 · Habitat Management-WP	21,887.25	101,394.17	87,589.78	13,804.39	115.76%
5125 · Engineering Services	0.00	0.00	35,000.00	-35,000.00	0.0%
5126 · GW Sustainability/Replenishment	0.00	0.00	0.00	0.00	0.0%
5127 · Project Accounting Services	0.00	0.00	7,500.00	-7,500.00	0.0%
5128 · GC NonDistrict Facilities Maint	0.00	0.00	0.00	0.00	0.0%
5130 · Aerial Photography & Surveying	564.41	673.15	2,546.78	-1,873.63	26.43%
5155 · WP Trails Professional Services	0.00	0.00	100,000.00	-100,000.00	0.0%
5160 · IT Support	2,500.00	19,093.75	34,500.00	-15,406.25	55.34%
5170 · Audit	0.00	30,960.00	31,350.00	-390.00	98.76%
5180 · Legal	712.50	10,856.08	25,000.00	-14,143.92	43.42%
Total 5100 · Professional Service	55,652.12	379,745.83	800,986.56	-421,240.73	47.41%
5133 · Regional River HCP Contribution	0.00	0.00	30,000.00	-30,000.00	0.0%
5200 · Field Operations					
5210 · Equipment Maintenance	131.15	9,657.19	15,000.00	-5,342.81	64.38%
5215 · Property Maintenance	308.34	5,724.59	40,000.00	-34,275.41	14.31%
5225 · Field Clean Up-Illegal dumping	0.00	24,388.15	60,000.00	-35,611.85	40.65%
Total 5200 · Field Operations	439.49	39,769.93	115,000.00	-75,230.07	34.58%
5223 · Temp. Field Labor	0.00	1,529.62	10,000.00	-8,470.38	15.3%
5300 · Vehicle Operations					
5310 · Vehicle Maintenance	84.43	4,386.84	10,626.00	-6,239.16	41.28%
5320 · Fuel	3,671.23	13,846.16	35,000.00	-21,153.84	39.56%
Total 5300 · Vehicle Operations	3,755.66	18,233.00	45,626.00	-27,393.00	39.96%

	Jan 25	Jul '24 - Jan 25	Budget	\$ Over Budget	% of Budget
5400 · Utilities					
5410 · Alarm Service	967.53	2,572.84	1,260.00	1,312.84	204.19%
5420 · Electricity	703.04	7,739.30	11,032.00	-3,292.70	70.15%
5430 · Mobile Phone	450.00	3,150.00	7,507.51	-4,357.51	41.96%
5440 · Telephone	44.62	2,330.98	3,240.00	-909.02	71.94%
5450 · Natural Gas	223.35	379.17	2,350.00	-1,970.83	16.14%
5460 · Water / Trash / Sewer	339.76	3,385.14	4,489.72	-1,104.58	75.4%
5470 · Internet Services	218.79	2,178.46	3,257.38	-1,078.92	66.88%
Total 5400 · Utilities	2,947.09	21,735.89	33,136.61	-11,400.72	65.6%
6000 · General Administration					
6001 · General Administration - Other	882.21	10,248.18	6,000.00	4,248.18	170.8%
6002 · Website Administration	365.00	2,737.94	6,300.00	-3,562.06	43.46%
6004 · Meeting Expenses	41.94	1,809.78	2,500.00	-690.22	72.39%
6006 · Permits	0.00	4,103.00	15,000.00	-10,897.00	27.35%
6007 · Inter District Costs	500.00	500.00	10,000.00	-9,500.00	5.0%
6009 · Licenses	0.00	332.25	2,000.00	-1,667.75	16.61%
6010 · Surety Bond	1,815.00	3,025.00	1,900.00	1,125.00	159.21%
6012 · Office Maintenance	0.00	1,233.19	10,000.00	-8,766.81	12.33%
6013 · Office Lease Payment	4,166.67	29,166.69	50,000.00	-20,833.31	58.33%
6015 · Mentone House Maintenance	0.00	89.16	4,000.00	-3,910.84	2.23%
6016 · Redlands Plaza Maintenance	589.00	1,425.44	20,000.00	-18,574.56	7.13%
6018 · Janitorial Services	845.00	5,740.66	10,560.00	-4,819.34	54.36%
6019 · Janitorial Supplies	0.00	609.50	450.00	159.50	135.44%
6020 · Vacancy Marketing-Redlands Plaz	0.00	0.00	5,000.00	-5,000.00	0.0%
6024 · Computer Equip Maint.	0.00	0.00	3,150.00	-3,150.00	0.0%
6026 · Redlands Plaza CAM expenses	5,148.29	31,433.78	47,553.84	-16,120.06	66.1%
6027 · Computer Software	1,103.06	9,516.49	23,250.00	-13,733.51	40.93%
6030 · Office Supplies	202.60	4,202.76	10,000.00	-5,797.24	42.03%
6033 · Office Equipment Rental	688.45	4,891.13	8,100.00	-3,208.87	60.38%
6036 · Printing	0.00	284.31	2,500.00	-2,215.69	11.37%
6039 · Postage and Overnight Delivery	200.00	944.55	1,200.00	-255.45	78.71%
6042 · Payroll Processing	632.71	2,738.42	5,000.00	-2,261.58	54.77%
6045 · Bank Service Charges	188.33	1,287.91	10,000.00	-8,712.09	12.88%
6051 · Uniforms	0.00	1,547.91	3,209.23	-1,661.32	48.23%
6060 · Outreach	6,302.50	25,901.78	130,000.00	-104,098.22	19.92%
6087 · Educational Reimbursement	0.00	225.00	5,000.00	-4,775.00	4.5%
6090 · Subscriptions/Publications	16.30	1,793.55	3,150.00	-1,356.45	56.94%
6091 · Public Notices	0.00	327.26	4,000.00	-3,672.74	8.18%
6093 · Memberships	8,300.00	49,705.58	37,582.60	12,122.98	132.26%
Total 6000 · General Administration	31,987.06	195,821.22	437,405.67	-241,584.45	44.77%
6100 · Benefits					
6110 · Vision Insurance	260.26	1,632.54	3,734.85	-2,102.31	43.71%
6120 · Workers' Comp. Insurance	0.00	4,938.64	27,435.32	-22,496.68	18.0%
6130 · Dental Insurance	890.32	5,779.88	14,299.40	-8,519.52	40.42%
6150 · Medical Insurance					
6150.01 · Medical Employee Contribution	-2,100.88	-15,861.36	-39,230.38	23,369.02	40.43%
6150 · Medical Insurance - Other	18,881.02	141,197.60	328,026.84	-186,829.24	43.05%
Total 6150 · Medical Insurance	16,780.14	125,336.24	288,796.46	-163,460.22	43.4%
6160 · Payroll Taxes-Employer	12,031.67	52,611.75	138,848.71	-86,236.96	37.89%
6170 · PERS Retirement					
6170.01 · PERS Employee Contributions	-4,097.38	-30,971.83	-85,805.46	54,833.63	36.1%
6170.02 · 457 Plan Employee Contributions	-3,588.51	-30,715.66	0.00	-30,715.66	100.0%
6170 · PERS Retirement - Other	26,202.59	157,694.51	333,292.72	-175,598.21	47.31%
Total 6170 · PERS Retirement	18,516.70	96,007.02	247,487.26	-151,480.24	38.79%
Total 6100 · Benefits	48,479.09	286,306.07	720,602.00	-434,295.93	39.73%
6185 · Actuarial expense	0.00	0.00	0.00	0.00	0.0%
6186 · Actuarial Expense-OPEB	0.00	0.00	0.00	0.00	0.0%
6200 · Salaries					
6230 · Regular Salaries	119,248.54	852,773.78	2,157,738.33	-1,304,964.55	39.52%
Total 6200 · Salaries	119,248.54	852,773.78	2,157,738.33	-1,304,964.55	39.52%
6300 · Insurance					
6310 · Property/ Auto Insurance	0.00	9,322.64	8,036.04	1,286.60	116.01%
6320 · General Liability Insurance	0.00	65,586.57	47,220.40	18,366.17	138.9%
Total 6300 · Insurance	0.00	74,909.21	55,256.44	19,652.77	135.57%
6400 · Board of Directors' Expenses					
6401 · Directors' Fees					
6401.5 · Payroll Taxes-Directors	757.66	3,725.71	0.00	3,725.71	100.0%
6401 · Directors' Fees - Other	8,675.00	47,015.00	110,600.00	-63,585.00	42.51%
Total 6401 · Directors' Fees	9,432.66	50,740.71	110,600.00	-59,859.29	45.88%

	Jan 25	Jul '24 - Jan 25	Budget	\$ Over Budget	% of Budget
6410 · Mileage	341.03	847.55	5,324.00	-4,476.45	15.92%
6415 · Air Fare	0.00	659.96	4,882.81	-4,222.85	13.52%
6420 · Other Travel	0.00	0.00	665.50	-665.50	0.0%
6425 · Meals	152.08	1,135.16	4,658.50	-3,523.34	24.37%
6430 · Lodging	0.00	546.78	5,324.00	-4,777.22	10.27%
6435 · Conf/Seminar Registrations	825.00	3,448.00	6,655.00	-3,207.00	51.81%
6440 · Election Fees / Re-Districting	0.00	0.00	50,000.00	-50,000.00	0.0%
Total 6400 · Board of Directors' Expenses	10,750.77	57,378.16	188,109.81	-130,731.65	30.5%
6500 · Administrative/Staff Expenses					
6510 · Mileage	497.34	2,144.95	3,025.00	-880.05	70.91%
6515 · Air Fare	478.49	1,214.61	6,750.00	-5,535.39	17.99%
6520 · Travel, Other (rental car, taxi	0.00	367.10	1,500.00	-1,132.90	24.47%
6525 · Meals	95.91	3,205.28	4,725.00	-1,519.72	67.84%
6530 · Lodging	664.62	5,180.23	8,800.00	-3,619.77	58.87%
6535 · Conf/Seminar Registrations	2,075.00	13,798.72	28,275.00	-14,476.28	48.8%
Total 6500 · Administrative/Staff Expenses	3,811.36	25,910.89	53,075.00	-27,164.11	48.82%
6536R · Interest Expense-Leases/SBITA	0.00	0.00	0.00	0.00	0.0%
6700 · Depreciation Expense	0.00	0.00	0.00	0.00	0.0%
9999 · Contribution to Capital Maint.	0.00	0.00	50,000.00	-50,000.00	0.0%
Total Expense	287,273.91	2,125,110.04	4,949,516.30	-2,824,406.26	42.94%
Net Ordinary Income	360,625.27	1,433,674.42	87,595.61	1,346,078.81	1,636.7%
Other Income/Expense					
Other Expense					
7000 · Construction					
7010 · Materials	0.00	0.00	12,000.00	-12,000.00	0.0%
Total 7000 · Construction	0.00	0.00	12,000.00	-12,000.00	0.0%
7100 · Land & Buildings					
7110 · Property Capital Repairs	3,482.00	3,482.00	589,999.50	-586,517.50	0.59%
7120 · Property-Land Purchase	0.00	26,013.01	70,000.00	-43,986.99	37.16%
7126 · PERC Engr/Prof Services	264,239.47	679,696.63	2,419,256.35	-1,739,559.72	28.1%
7130 · Mentone Property (House)-CapRep	0.00	0.00	7,000.00	-7,000.00	0.0%
7140 · Mentone Property (Shop)-CapRep	924.50	23,909.99	854,204.37	-830,294.38	2.8%
7150 · Mill Creek Diversion	0.00	0.00	250,000.00	-250,000.00	0.0%
7151 · Mill Creek Permitting	20,491.96	60,413.03	187,101.11	-126,688.08	32.29%
7160 · Mendoza Property	0.00	0.00	137,000.00	-137,000.00	0.0%
Total 7100 · Land & Buildings	289,137.93	793,514.66	4,514,561.33	-3,721,046.67	17.58%
7200 · Equipment & Vehicles					
7210 · Computer Hardware-Capital Purch	0.00	0.00	10,000.00	-10,000.00	0.0%
7220 · Computer Software	0.00	5,416.67	5,000.00	416.67	108.33%
7230 · Field Equipment / Vehicles	0.00	49,294.91	140,000.00	-90,705.09	35.21%
7240 · Office Equipment	0.00	6,122.58	30,400.00	-24,277.42	20.14%
Total 7200 · Equipment & Vehicles	0.00	60,834.16	185,400.00	-124,565.84	32.81%
7400 · Professional Services Capital					
7438 · Engineering Services-Other	0.00	0.00	125,000.00	-125,000.00	0.0%
Total 7400 · Professional Services Capital	0.00	0.00	125,000.00	-125,000.00	0.0%
Total Other Expense	289,137.93	854,348.82	4,836,961.33	-3,982,612.51	17.66%
Net Other Income	-289,137.93	-854,348.82	-4,836,961.33	3,982,612.51	17.66%
Net Income	71,487.34	579,325.60	-4,749,365.72	5,328,691.32	-12.2%

Monthly Report of Investment Transactions
January 2025

Institution	Fund	Date	Transactions	Amount
UBS	General	N/A	None	
UBS	PERC	01/31/25	Call Redemption-US Treasury Note 2.5% CUSIP: 9128283VO	\$ 1,022,000.00
		01/31/25	Funds held in UBS Selectry Treasury Institutional Fund	\$ 1,022,000.00
CAMP	General	N/A	None	
CAMP	PERC	N/A	None	



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2085

To: Board of Directors
From: Finance & Administration Committee
Angie Quiroga, Senior Administrative Analyst
Date: February 12, 2025
Subject: Second Quarter Unaudited Financial Reports for Fiscal Year 2025

RECOMMENDATION

The Finance & Administration Committee recommends approval of the second quarter unaudited financial reports for Fiscal Year 2025 as presented.

BACKGROUND AND DISCUSSION

On January 22, 2025, the Finance and Administration Committee reviewed the first quarter unaudited financial reports and recommended Board approval of the materials as presented.

Seventy-eight percent of budgeted interest income has been received through December 31, 2024. Total revenue received is fifty-five percent of budget. The majority of GL 4050 Property Tax revenue has been received. Payment for GL 4055 SBVMWD Lease Agreement has been received at ninety-eight percent of budget due to the CPI rate estimate. GL 4025 Wash Plan revenue is higher than budgeted due to the inclusion of permitting costs which will be offset with reimbursement from Task Force members participating in this effort. Total groundwater revenue received remains slightly below budget for the January-June 2024 reporting period. Overall expenses are closely aligned with budget expectations. Investment funds, including those for the PERC CIP, have been shifted between UBS and CAMP to obtain the highest available rates as long-term investments matured.

FISCAL IMPACT

Approval of the recommended action does not result in the expenditure of District funds.

POTENTIAL MOTIONS

1. Approve the second quarter unaudited financial reports for Fiscal Year 2025 as presented.
2. Refer this item to the Finance & Administration Committee to reconsider specific issues.
3. Provide other directions to staff.

ATTACHMENTS

2024-2025 Second Quarter Rolled Up Budget Worksheet
SBVWCD Quarterly Investment Report

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Redlands, CA 92373
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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

GL DESCRIPTION:	Approved 2024-2025 Budget	Expended/ Received to Date as of 12/31/24	Actual Over/Under Budget	Projected Annual Costs (7/1/24- 6/30/25)	GENERAL FUND			GROUNDWATER RECHARGE ENTERPRISE			REDLANDS PLAZA & LEASED PROPERTY- MENTONE HOUSE			LAND RESOURCES			PERC			WASH PLAN & TRUST SUPPORT		
					2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:
APPROVED 2024-2025 Budget																						
Multi-year Capital Projects																						
7010 MATERIALS	12,000			12,000.00	0			6,000	50%	Field Security Changes	0			6,000	50%		0			0		
7100 CAPITAL REPAIRS	1,658,204	48,999	-611,001	1,658,204	20,000			1,161,704			207,000			269,500			0			0		
7110 PROPERTY - CAPITAL REPAIRS	590,000	0.00	0	590,000	20,000		Office interior paint	307,500		CIP #11 #15	200,000			62,500		CIP #14 #34	0			0		
7120 PROPERTY - LAND PURCHASE	70,000	26,013	26,013	70,000	0			0			0			70,000	100%		0			0		
7130 MENTONE PROPERTY (HOUSE) REPAIR	7,000	0.00	0	7,000	0			0			7,000	100%		0			0			0		
7140 MENTONE PROPERTY (SHOP) CIP #3b	854,204	22,985	-567,014	854,204	0			854,204	100%		0			0			0			0		
7160 MENDOZA PROPERTY CIP #9 & #12	137,000	0.00	-70,000	137,000	0			0			0			137,000	100%		0			0		
EQUIPMENT & VEHICLES																						
EQUIPMENT & VEHICLES	185,400	60,834	-940,370	185,400	16,100			126,640			1,520			34,114			5,864			1,162		
7126 PERC ENGR/PROF SERVICES CIP #31	2,419,256	295,102	155,102	2,419,256	0			0			0			0			2,419,256	100%		0		
7150 MILL CREEK DIVERSION PROJECT CIP #	250,000	0	-30,400	250,000	0			250,000	100%		0			0			0			0		
7151 MILL CREEK PERMITTING CIP #7 & #3b	187,101	39,921	39,921	187,101	0			187,101	100%	District Permitting +River	0			0			0			0		
7438 ENGINEERING SERVICES-OTHER CIP #	125,000	0.00	-2,419,256	125,000	0			125,000	100%	Mill Creek O&M Plans	0			0			0			0		
CAPITAL EXPENSE	4,836,961	444,855	-3,818,005	4,836,961	36,100			1,856,445			208,520			309,614			2,425,120			1,162		

San Bernardino Valley Water Conservation District

Investment Report thru December 31, 2024

Investment Instruments	Beginning Balance as of Jul 1, 2024	ending Dec 31, 2024	Yield	Cumulative Unrealized Gain (Loss)
Pooled Money Investment Accounts				
LAIF	\$ 1,026.17	\$ 1,050.06	4.31%	\$ -
Investment Accounts				
UBS Financial Services				
CDs/Bonds/Securities-General	\$ 5,613,612.71	\$ 3,372,832.68	1.67%	\$ 118,873.38
Cash Dep Acct-General	\$ 4,509.62	\$ 1,220.31		
CDs/Bonds/Securities-PERC	\$ 28,215,679.82	\$ 24,953,099.84	3.93%	\$ 54,602.40
Cash Dep Acct-PERC	\$ -	\$ 1,055.34		
CAMP				
Investment Pool-General	\$ 1,182,416.23	\$ 3,893,087.10	4.73%	\$ -
1 Year Term-General	\$ 3,125,000.00	\$ -		
Investment Pool-PERC	\$ 3,188,179.38	\$ 10,753,871.32	4.73%	\$ -
1 Year Term-PERC	\$ 2,000,000.00	\$ -	5.63%	
OPEB-Other Postemployment Benefits				
CERBT-CA Employers' Retiree Benefit Trust	\$ 729,461.56	\$ 760,690.20		
TOTAL	\$ 44,059,885.49	\$ 43,736,906.85		\$ 173,475.78
	Net Change	\$ (322,978.64)		-0.74%
Banking Institutions				
Citizen's Business Bank	\$ 601,274.36	\$ 850,976.64		
Cash and Cash Equivalents	\$ 601,274.36	\$ 850,976.64		
Change in Value		\$ 249,702.28		

Description	NAV	Annual Yield	Average Maturity	Shares
LAIF	N/A	4.47%	Not available	
CalTrust Short-Term Fund	\$10.07	5.10%	.82 years (299.3 days)	0.000
CERBT	\$23.67	19.06%		32,139.573
UBS-CD's, Bonds, Securities-see below				

UBS Investments-General

Certificates of Deposit (CDs), Bonds & Securities	Price	Yield	Maturity	Shares	Purchase Price	Market Value as of 12/31/24	Duration
FFCB Bond-Rate 2.19%	\$0.995	2.20%	3/21/2025	252,000	\$252,005.25	\$250,755.12	3 yr
fixed rate CD (Cusip: 3133ENSK7)							
FHLB Bond-Rate 3.00%	\$0.996	3.01%	4/25/2025	250,000	\$250,005.25	\$248,930.00	3 yr
fixed rate CD (Cusip: 3130ARLN9)							
FHLB Bond 4 Yr Step-Up Rate 1.2%	\$0.986	2.43%	9/9/2025	250,000	\$250,005.25	\$246,565.00	4 yr
Callable 120921 (Cusip: 3130ANRAO)							
FHLB Bond-Rate 0.75% PTY 5.05%	\$0.961	0.78%	2/24/2026	2,210,000	\$2,000,099.06	\$2,123,036.50	2 yr, 4 mos
(Cusip: 3130ALCV4)							
TINT Treasury Rate -Zero coupon Bond	\$0.943	4.27%	5/15/2026	260,000	\$244,938.25	\$245,226.80	1.5 yr
(Cusip: 912833LZ1)							
US Treasury Note-Rate .395%	\$0.900	4.05%	9/30/2027	275,000	\$247,502.06	\$247,436.75	3 yr
(Cusip: 91282CAL5)							
Average	\$0.96	2.79%				\$10,882.51	Accrued Interest
			Total Interest Withdrawals	\$36,112.26	TOTAL	\$3,244,555.12	\$3,372,832.68

UBS Investments-PERC

Certificates of Deposit (CDs), Bonds & Securities	Price	Yield	Maturity	Shares	Purchase Price	Market Value as of 12/31/24	Duration	
1. US Treasury Note Rate 2.5% (Cusip: 9128283V0)	\$0.999	2.50%	1/31/2025	1,022,000	\$1,000,454.16	\$1,020,477.22	1 yr	
2. Bank of America-Rate 5.4% (Cusip: 06051V5G7)	\$1.004	5.38%	5/22/2025	240,000	\$240,000.00	\$241,044.00	1.5 yr	
3. US Treasury Note-Rate .25% (Cusip: 912828ZT0)	\$0.984	5.06%	5/31/2025	2,200,000	\$2,101,670.31	\$2,164,294.00	1 yr	
4. Wells Fargo Bank-Rate 5.35% (Cusip: 949764JD7)	\$1.011	5.29%	11/21/2025	240,000	\$240,000.00	\$242,536.80	2 yr	
5. US Treasury Note-Rate 0.375% (Cusip: 91282CAZ4)	\$0.912	4.960%	11/30/2025	2,000,000	\$1,827,262.42	\$1,931,300.00	2 yr	
6. US Treasury Bill-Rate 3.625% (Cusip: 91282CHB0)	\$0.992	3.660%	5/15/2026	2,137,000	\$2,096,053.08	\$2,119,305.64	2 yr	
7. US Treasury Note-Rate 4.125% (Cusip: 91282CHH7)	\$0.998	4.13%	6/15/2026	2,510,000	\$2,499,469.04	\$2,505,582.40	3 yr	
8. FHLB Bond-Rate 4.52% (Cusip: 3130B2ZX6)	\$0.996	4.54%	10/2/2026	1,500,000	\$1,500,000.00	\$1,494,165.00	1.5 yr	
9. UBS BK USA-Rate 5.15% (Cusip: 90355GHN9)	\$1.020	5.05%	11/9/2026	240,000	\$240,000.00	\$244,812.00	3 yr	
10. Am Ex National Bank-Rate 5.15% (Cusip: 02589AF80)	\$1.020	5.05%	11/9/2026	240,000	\$240,000.00	\$244,855.20	3 yr	
11. Morgan Stanley BK N A-Rate 5.15% (Cusip: 61690DGP7)	\$1.020	5.05%	11/9/2026	240,000	\$240,000.00	\$244,855.20	3 yr	
12. Morgan Stanley Private Bk-Rate 5.15% (Cusip: 61768EE74)	\$1.020	5.05%	11/9/2026	240,000	\$240,000.00	\$244,855.20	3 yr	
13. California Credit Union-Rate 5.5% (Cusip: 130162BE9)	\$1.027	5.36%	11/16/2026	240,000	\$240,000.00	\$246,424.80	3 yr	
14. US Treasury Bill-Rate 4.125% (Cusip: 3130AKYH3)	\$0.930	0.89%	2/10/2027	2,280,000	\$2,120,377.20	\$2,120,217.60	2.5 yr	
15. US Treasury Bill-Rate 4.125% (Cusip: 91282CKA8)	\$0.997	4.14%	2/15/2027	2,250,000	\$2,248,592.47	\$2,256,640.97	3 yr	
16. FFCB Bond-Rate 4.75% (Cusip: 3133EPYM1)	\$1.011	4.72%	10/13/2027	2,000,000	\$1,995,036.35	\$2,022,340.00	4 yr	
17. Maine Savings-Rate 5.2% (Cusip: 560507AS4)	\$1.032	5.04%	11/8/2027	240,000	\$240,000.00	\$247,711.20	4 yr	
18. Empower Fed Credit Union-Rate 5.35% (Cusip: 291916AH7)	\$1.037	5.16%	11/15/2027	240,000	\$240,000.00	\$248,769.60	4 yr	
19. Workers Credit Union-Rate 5.35% (Cusip: 98138MCB4)	\$1.036	5.16%	11/15/2027	240,000	\$240,000.00	\$248,738.40	4 yr	
20. US Treasury Note-Rate 2.75% (Cusip: 9128283W8)	\$0.955	2.88%	2/15/2028	1,060,000	\$999,925.49	\$1,012,013.80	4 yr	
21. FHLB-Rate 4.2% (Cusip: 3130B2H99)	\$0.979	4.29%	8/13/2029	2,250,000	\$2,250,000.00	\$2,202,817.50	5Yr	
22. FHLB-Rate 4.12% (Cusip: 3130B2ZE8)	\$0.983	4.12%	10/3/2029	1,500,000	\$1,500,005.02	\$1,473,885.00	5Yr	
Average	\$1.00	4.43%	Total Interest Withdrawals	\$510,490.72	TOTAL	\$20,788,840.52	\$175,458.31 Accrued Interest	\$24,953,099.84



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2086

To: Board of Directors
From: Betsy Miller, General Manager
Date: February 12, 2025
Subject: Draft Engineering Investigation Report for 2025

RECOMMENDATION

Provide comments or request changes to the Draft Engineering Investigation (EI Report); receive and file staff's presentation.

BACKGROUND AND DISCUSSION

Over five years ago, staff prepared the first EI Report Plan after discussion and input from the Basin Technical Advisory Committee and other community stakeholders. Staff developed the Draft 2025 EI Report in accordance with the updated EI Plan approved by the Board last year, and presented the Draft EI data to the Operations Committee on January 29, 2025. The Draft EI Report has been posted to the District's website. We will also offer to present the Final EI Report at the Q2 BTAC meeting.

Generally, the EI Report process was very similar to prior years. Well-location data were requested and verified by District staff to improve the accuracy and quality of mapping. This year, we utilized more than 200 well locations to represent groundwater elevations accurately. No comments or requests to revise the Draft EI Report have been received to date. As in previous years, the EI Report results will be compared to San Bernardino Valley Municipal Water District's basin model for quality assurance and transparency when complete.

The 2025 EI Report indicates precipitation was approximately 100% of normal for both water and calendar years. The EI Report shows a general increase in basin water levels from the elevations of the prior year, with most of the basin increasing between 5 and 50 feet. Combined, the abundant supply of native and imported water for recharge and above-average precipitation resulted in an increase of about 68,330 AF for the Bunker Hill Basin. Groundwater production was lower than in the previous period, with approximately 59,150 AF within SBVWCD boundaries and 126,130 AF within the Bunker Hill Basin boundary. The report's primary purpose is to provide the basis for the Groundwater Charge in compliance with Water Code §75523.

FISCAL IMPACT

1630 W. Redlands Blvd, Suite A
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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 EI Report (including data acquisition, management, analysis, and document preparation) is completed in-house by District staff; the 2025 EI Report is estimated to have cost approximately \$15,000 in salary charges to the Groundwater Recharge Enterprise.

POTENTIAL MOTIONS

1. Receive and file the Draft EI Report as presented, with the presentation of the Final EI Report planned for the March Board meeting.
2. Direct staff to make specific revisions to the Draft Engineering Investigation Report for 2025 prior to presentation of the Final EI Report at the March Board meeting.

ATTACHMENTS

The Draft EI Report with appendices is available on the District's website at <http://www.sbvxcd.org/reports-and-data/engineering-investigation.html>. To receive a hard copy, please contact Allison Zecher at (909) 793-2503 OR azecher@sbvxcd.org.



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2087

To: Board of Directors

From: Finance & Administration Committee
Betsy Miller, General Manager

Date: February 12, 2025

Subject: Budget Planning for Groundwater Enterprise for FY26: Advertised Groundwater Charge

RECOMMENDATION

The Finance & Administration Committee recommends the Board review and discuss the FY26 Groundwater Enterprise Budget and provide direction to staff on Public Notice for the Groundwater Charge.

BACKGROUND

Each year, San Bernardino Valley Water Conservation District (District) staff prepares revenue and expense estimates for the Groundwater Enterprise, as underlying support for the Board to determine a proposed amount for the Groundwater Charge for public notice purposes. The estimated amount included in the proposed advertised rate provides public notice of the potential proposed rate for discussion purposes, and does not set or adopt any change. Following this analysis, the proposed Groundwater Charge rate is noticed in the newspaper and sent via mail to groundwater producers, with opportunities for community input and feedback at both a public meeting and a Board hearing to determine the annual groundwater charge.

Over the past three years, the Board approved the following change to rates: A 5% increase to \$15.27/AF and a replenishment sustainability component increase to \$7.35/AF in 2022; an 11% increase to \$16.95/AF to address new permitting compliance requirements and a replenishment sustainability component increase to \$12.00/AF in 2023, and a 5% increase to \$17.80 and cessation of the replenishment sustainability component with the disbanding of the Groundwater Council in 2024.

DISCUSSION

The Groundwater Enterprise fund revenue has met its operating expenditures for the past six years, with Groundwater Reserves used to fund capital construction projects (e.g. Mill Creek Diversion and Debris Management Plan) and major maintenance needs following high rainfall years. Based on performance for the first half of the fiscal year, staff has projected a budget for Groundwater Enterprise operations and updated capital expenses. Staff has estimated a preliminary Groundwater Charge rate budget needed to offset these expenses.

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Budget Approach:

The budget approach recommended by staff includes the following efforts and activities:

- Utilize the Groundwater Enterprise Budget to develop the proposed Groundwater Charge; and,
- Review the draft budget with the Finance & Administration Committee and/or in a Board Workshop before submitting it to the Board for approval.

Assumptions

The budget process follows those used for previous budgets, including the following specific assumptions:

Revenue:

- Groundwater Charge revenue is based on actual charges paid in the prior year.

Expenses:

- Expenses are estimated on a zero basis, or actual costs/estimates modified based on specific needs and actual 2024 costs;
- Board administrative costs and Staff COLA increases are based on Bureau of Labor Statistics CPI-U All West at 2.5% based on the actual December 2024 rate compared to 3.6% over the previous budget year https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm;
- Utilities increase at approximately 5-7%, based on sector CPI or projected rate changes;
- Salary forecast includes raise pool of up to 5% as a percentage of total salaries;
- Miscellaneous expenses are generally increased at 5% where no other basis is available;
- For FY26, significant planned costs include the operations of the 20 new Enhanced Recharge basins, design and installation of a waterwise garden for public education, and an expansion of office space.

The full cost of capital improvements, repairs, and equipment are included in the budget, with CIP costs incorporated into the annual operating budget to account for specific instances where operating revenue is paid to capital projects and capital funding covers annual costs such as salaries. CIP costs in the current Groundwater Enterprise budget include the following:

- Permit costs for the Mill Creek Groundwater Recharge Facility;
- Permit costs for the Mill Creek Diversion
- Mill Creek North Canal measurement structure;
- Purchase of maintenance equipment, if needed.

Based on the year-to-date budget information and the assumptions listed above, including operation of the 20 planned new Enhanced Recharge basins, staff projects that a 5% increase in the Groundwater Charge is needed for FY26. These facilities represent a 100% increase in the amount of recharge basin acreage at our Santa Ana River Groundwater Recharge Facility, and it may be necessary to consider additional increases to properly operate these facilities in the future. At this time, staff proposes use of a conservative approach to funding, with one additional staff member added to the Field Operations team with other staff added based on operational needs.

GROUNDWATER SUSTAINABILITY AND REPLENISHMENT

With the cessation of the Groundwater Council, the District will no longer collect the Replenishment/Sustainability component, which was originally approved by the Board during their FY22 rate-setting process, until such time as a new Groundwater Council is approved.

POLICY CONSIDERATIONS

The Board provides direction to staff on the appropriate Groundwater Charge rate to advertise in the notices for the public meeting and hearing. Staff has reviewed the groundwater recharge operational costs to date for FY26 and Groundwater Recharge Enterprise revenue likely to be generated by the Groundwater Charge. Staff believes that these data provide sufficient information to project the FY26 Groundwater Recharge Enterprise needs. Following this analysis, staff recommends that the Board advertise a 5% increase in rates for the upcoming fiscal year. The recommendation is in keeping with prior Board direction to limit annual rate increases to 3-5% except in cases of significant policy, economic, or operational change.

FISCAL IMPACT

The annual development of the Groundwater Charge rate is supported by the Groundwater Recharge Enterprise. Without the proposed 5% rate increase in FY26, the impact to the Rate Stabilization Fund would be approximately \$74,676.

POTENTIAL MOTIONS

1. Move to direct staff to advertise a 5% in the Groundwater Charge and approve the budget plan as shown herein.
2. Move to direct staff to advertise a different rate change to the Groundwater Charge and approve changes to the budget plan as shown herein.

ATTACHMENTS

Draft Groundwater Enterprise Budget for FY26
Groundwater Production and Charge Revenue Projection

I GL DESCRIPTION:	Projected Annual Costs (7/1/24- 6/30/25)	Increase/ Decrease	Draft 2025- 2026 Budget	GROUNDWATER RECHARGE ENTERPRISE		
				2026 BUDGET:	% BUDGET	BASIS:
Draft 2025-2026 Budget						
INCOME:						
4012 INTEREST INCOME-LAIF	25	-25	0	0		
4013 INTEREST INCOME-CALTRUST	0	0	0	0		
4014 INTEREST INCOME-CA CREDIT UNION	0	0	0	0		
4015 INTEREST INCOME-UBS	1,400,000	-318,158	1,081,842	10,118		Shared Interest
4016 INTEREST INCOME CAMP	770,000	-77,200	692,800	18,414		Shared Interest
4017 PERC CAPITAL INCOME	0	0	0	0		
4022 GROUNDWATER CHARGE	1,440,349	127,854	1,568,203	1,568,203	100%	5% increase
4031 PLANT SITE CEMEX	24,000	24,000	48,000	0		
4032 CEMEX - ROYALTY/LEASE	300,000	300,000	600,000	0		
4036 AGGREGATE MAINTENANCE	175,000	-100,000	75,000	0		
4040 MISCELLANEOUS INCOME	64,000	-11,845	52,156	42,156		Bureau of Rec grant funds
4043 PROJECT SALARY REIMBURSEMENT	52,374	-16,802	35,572	20,572		
4050 PROPERTY TAX	200,000	40,000	240,000	0		
4051 WASH PLAN TRAILS	66,000	0	66,000	0		
4055 SBVMWD LEASE AGREEMENT	493,880	12,347	506,227	354,359	70%	
4062 MENTONE PROPERTY INCOME	100	0	100	0		
4065 REDLANDS PLAZA	189,882	11,280	201,162	0		
4066 REDLANDS PLAZA CAM	45,574	911	46,485	0		
4080 EXCHANGE PLAN	0	0	0	0		
4025 WASH PLAN REVENUE	250,000	-129,745	120,255	0		
4086 PLUNGE CREEK IRWMP Grant		0		0		
GW Recharge Enterprise Reserve	185,000	-135,000	50,000	50,000	100%	
4998 RATE STABILIZATION *From Reserves	0	0	0	0	100%	
4999 TRUST REIMBURSEMENT WP	0	0	0	0		
TOTAL INCOME:	5,740,149	-356,346	5,383,803	2,063,822		
EXPENSES:						
5080 LAFCO CONTRIBUTION/FEES	2,580	-0	2,580	0		
5120 PROFESSIONAL SERVICES	477,500	-175,000	302,500	55,000		Consulting Services
5122 WASH PLAN PROF. SERVICES	0	0	0	0		
5123 WASH PLAN IMPLEMENTATON	115,000	-27,410	87,590	0		
5124 PLUNGE CREEK PROFESSIONAL SERVI	0	0	0	0		
5125 ENGINEERING SERVICES	35,000	0	35,000	35,000	100%	
5126 GW SUSTAIN./REPLENISHMENT	0	0	0	0	100%	Pass through of GC cost
5127 PROJECT ACCOUNTING SERVICES	7,500	0	7,500	0		
5128 GC NONDISTRICT FACILITIES MAINT.	0	0	0	0	100%	Pass through of GC cost
5130 AERIAL PHOTO/SURVEYING/MARKET	2,547	127	2,674	0		
5133 Regional River HCP Contribution	30,000	0	30,000	24,000	80%	
5143 SBVCT District Contribution	0	0	0	0		
5145 ENVIRONMENTAL SERVICES (WASH P	0	0	0	0		
5155 WP TRAILS SERVICES	50,000	50,000	100,000	0		
5160 IT SUPPORT	34,500	0	34,500	15,525	45%	Share by need
5170 AUDIT	30,960	3,096	34,056	14,985	44%	Share based on Revenue
5175 LEGAL-WASH PLAN	0	0	0	0		
5180 LEGAL	25,000	0	25,000	6,250	25%	GC and COE Litigation

I GL DESCRIPTION:	Projected Annual Costs (7/1/24- 6/30/25)	Increase/ Decrease	Draft 2025- 2026 Budget	GROUNDWATER RECHARGE ENTERPRISE		
				2026 BUDGET:	% BUDGET	BASIS:
Draft 2025-2026 Budget						
FIELD OPERATIONS:		0				
5210 EQUIPMENT MAINTENANCE	15,000	0	15,000	15,000	100%	based on average actual
5215 PROPERTY MAINTENANCE	30,000	10,000	40,000	32,000	80%	
5223 TEMP FIELD LABOR	10,000	0	10,000	10,000	100%	Invasive and canal cleaning
5225 FIELD CLEAN UP-DUMPING/VECTOR	60,000	0	60,000	36,000	60%	
5050 BASIN CLEANING	250,000	-125,000	125,000	125,000	100%	
VEHICLE OPERATIONS:		0				
5310 VEHICLE MAINTENANCE	10,626	1,594	12,220	12,220	100%	
5320 FUEL	30,000	5,000	35,000	35,000	100%	Based on FY 23 Actuals
UTILITIES:		0				
5410 ALARM SERVICE	2,500	125	2,625	1,050	40%	FACILITIES SHARE
5420 ELECTRICITY	11,032	221	11,253	2,251	20%	FACILITIES SHARE
5430 MOBILE PHONES	7,508	375	7,883	3,941	50%	FACILITIES SHARE
5440 TELEPHONE	3,500	280	3,780	945	25%	FACILITIES SHARE
5450 NATURAL GAS	2,000	350	2,350	705	30%	FACILITIES SHARE
5460 WATER / TRASH / SEWER	4,490	673	5,163	1,807	35%	FACILITIES SHARE
5470 INTERNET SERVICES	3,257	489	3,746	936	25%	FACILITIES SHARE
GENERAL ADMINISTRATION:		0				
6001 GENERAL ADMIN-OTHER	10,000	-4,000	6,000	3,000	50%	ESTIMATE BY USE
6002 WEBSITE ADMINISTRATION	6,300	315	6,615	0		
6003 PROPERTY TAX	0	0	0	0		
6004 MEETING EXPENSES	2,500	0	2,500	0		
6006 PERMIT FEES	15,000	0	15,000	12,750	85%	USFWS/CDFW/COE
6007 INTER DISTRICT COSTS	10,000	0	10,000	5,000	50%	
6009 LICENSES	2,000	0	2,000	1,600	80%	
6010 SURETY BOND	1,210	690	1,900	0		
6012 OFFICE MAINTENANCE	10,000	0	10,000	0		
6013 OFFICE LEASE PAYMENT	50,000	0	50,000	10,000	20%	Share by allocation
6015 MENTONE HOUSE MAINTENANCE	4,000	0	4,000	0		
6016 REDLANDS PLAZA MAINTENANCE	20,000	0	20,000	0		
6026 REDLANDS PLAZA CAM EXPENSES	47,554	0	47,554	0		
6018 JANITORIAL SERVICES	10,560	0	10,560	0		
6019 JANITORIAL SUPPLIES	750	-300	450	180	40%	FACILITIES SHARE
6020 VACANCY MARKETING-RP	5,000	0	5,000	0		
6024 COMPUTER HARDWARE	3,150	158	3,308	2,067	63%	FACILITIES SHARE
6027 COMPUTER SOFTWARE	23,250	0	23,250	2,325	10%	FACILITIES SHARE
6030 OFFICE SUPPLIES	10,000	0	10,000	2,000	20%	FACILITIES SHARE
6033 OFFICE EQUIPMENT RENTAL	8,100	0	8,100	405	5%	FACILITIES SHARE
6036 PRINTING	2,500	0	2,500	1,000	40%	
6039 POSTAGE AND OVERNIGHT DELIVERY	1,200	0	1,200	300	25%	
6042 PAYROLL PROCESSING FEES	5,000	0	5,000	0		
6045 BANK INVESTMT. SERVICE CHARGES	5,000	5,000	10,000	0		
6051 UNIFORMS	3,209	96	3,305	2,314	70%	Field Uniforms
6060 OUTREACH	130,000	161,000	291,000	132,500		share by mission
6087 EDUCATIONAL REIMBURSEMENT	5,000	0	5,000	0		
6090 SUBSCRIPTIONS/PUBLICATIONS	3,150	158	3,308	0		
6091 PUBLIC NOTICES	4,000	0	4,000	3,200	80%	

I GL DESCRIPTION:		Projected Annual Costs (7/1/24-6/30/25)	Increase/Decrease	Draft 2025-2026 Budget	GROUNDWATER RECHARGE ENTERPRISE		
Draft 2025-2026 Budget					2026 BUDGET:	% BUDGET	BASIS:
6093	MEMBERSHIPS	41,406	-3,823	37,583	0		
	BENEFITS:		0				
6110	VISION INSURANCE	3,170	0	3,170	1,586	41%	Based on percent of hours
6120	WORKER'S COMP INSURANCE	23,286	1,576	24,861	12,436	41%	Based on percent of hours
6130	DENTAL INSURANCE	12,137	0	12,137	6,071	41%	Based on percent of hours
6150	MEDICAL INSURANCE	278,414	5,085	283,499	141,806	41%	Based on percent of hours
6150.01	MEDICAL EMPLOYEE CONTRIBUTION	-39,230	-608	-39,839	-16,334	41%	Based on percent of hours
6160	PAYROLL TAXES - EMPLOYER	117,848	16,728	134,576	67,315	41%	Based on percent of hours
6170	PERS RETIREMENT	282,883	9,653	292,536	146,327	41%	Based on percent of hours
6170.01	PERS EMPLOYEE CONTRIBUTION	-85,805	-2,951	-88,757	-36,390	41%	Based on percent of hours
6170.02	457 Plan EMPLOYEE CONTRIBUTION	0	0				
	SALARIES:		0				
6210	OVERTIME		0		0		1,055,712.34
6230	REGULAR SALARIES	1,831,083	180,612	2,011,696			
Sub	Field Staff Part Time		0		0	100%	Salary+overhead 22% time
Sub	Field Supervisor	109,872	8,234	118,106	144,089	100%	Salary+overhead 22% time
Sub	Field Operations Spec II	76,192	9,469	85,661	104,507	100%	Salary+overhead 22% time
Sub	Field Operations Spec I	64,898	8,622	73,520	80,725	90%	Salary+overhead 22% time
Sub	Field Operations Spec I	0	62,400	62,400	68,515	90%	Salary+overhead 22% time
Sub	Lands Resources Mgr.	185,861	13,948	199,809	97,507	40%	Salary+overhead 22% time
Sub	Admin Services Spec.	100,888	-13,706	87,182	42,545	40%	Salary+overhead 22% time
Sub	Senior Admin Analyst	112,350	8,416	120,766	29,467	20%	Salary+overhead 22% time
Sub	Admin Analyst II	0	87,360	87,360	21,316	20%	Salary+overhead 22% time
Sub	Admin Analyst	0	0	0	0	20%	Salary+overhead 22% time
Sub	Principal Engineer	176,800	0	176,800	53,924	25%	Salary+overhead 22% time
Sub	Senior Engineer	160,268	-3,748	156,520	38,191	20%	Salary+overhead 22% time
Sub	Assistant Engineer	88,274	-10,975	77,299	47,152	50%	Salary+overhead 22% time
Sub	Assistant Engineer/Biologist	78,745	9,667	88,411	53,931	50%	Salary+overhead 22% time
Sub	Legal Counsel	305,929	7,799	313,728	133,962	35%	Salary+overhead 22% time
Sub	General Manager	288,323	21,631	309,954	113,443	30%	Salary+overhead 22% time
Sub	Clerical (Part-time)	27,305	-27,305	0	0	5%	Salary+overhead 22% time
Sub	Doc Imaging Intern	17,202	858	18,060	8,813	40%	Salary+overhead 22% time
sub	Engineering/GIS Intern	19,089	-1,029	18,060	8,813	40%	Salary+overhead 22% time
sub	Biology Intern	19,089	-1,029	18,060	8,813	40%	Salary+overhead 22% time
	INSURANCE:		0				0.41
6310	PROPERTY / AUTO INSURANCE	9,323	1,865	11,187	8,390	75%	Approximate from Insurer
6320	GENERAL LIABILITY INSURANCE	65,587	13,117	78,704	59,028	75%	Approximate from Insurer
	DIRECTOR'S EXPENSES:		0				
6401	DIRECTOR'S FEES	110,600	0	110,600	0		
6410	MILEAGE	5,324	532	5,856	0		
6415	AIR FARE	4,883	732	5,615	0		
6420	OTHER TRAVEL	666	7	672	0		
6425	MEALS	4,659	466	5,124	0		
6430	LODGING	5,324	532	5,856	0		
6435	CONF/SEMINAR REGISTRATIONS	6,655	666	7,321	0		
6440	ELECTION FEES/REDISTRICTING	50,000	0	50,000	0		

GL DESCRIPTION:	Projected Annual Costs (7/1/24-6/30/25)	Increase/Decrease	Draft 2025-2026 Budget	GROUNDWATER RECHARGE ENTERPRISE		
				2026 BUDGET:	% BUDGET	BASIS:
Draft 2025-2026 Budget						
ADMIN/STAFF EXPENSES:		0				
6510 MILEAGE	3,025	303	3,328	832	25%	
6515 AIR FARE	6,750	0	6,750	675	10%	
6520 OTHER TRAVEL	1,500	0	1,500	375	25%	
6525 MEALS	4,725	236	4,961	1,736	35%	
6530 LODGING	8,800	0	8,800	3,080	35%	
6535 CONF/TRAINING REGISTRATIONS	28,275	0	28,275	9,896	35%	
9999 Contribution toward Capital Maint.	100,000	0	100,000	0		Reduced Allocation
8010 Capital Reserve GWE/Rate Stabilizat	0	0	0	0	100%	Use not contribution
TOTAL EXPENSES:	4,530,217	313,376	4,662,981	2,068,797		
Operating Revenue	5,740,149	-356,346	5,383,803	2,063,822		
NET OPERATING REVENUE	1,209,932	-669,722	720,822	-4,975		
Multi-year Capital Projects						
7010 MATERIALS	12,000	0	12,000	6,000	50%	Field Security Changes
LAND & BUILDINGS						
7110 PROPERTY - CAPITAL REPAIRS	590,000	-1	590,000	307,500		CIP #11 #15
7120 PROPERTY - LAND PURCHASE	70,000	0	70,000	0		
7130 MENTONE PROPERTY (HOUSE) REPAIR	7,000	0	7,000	0		
7140 MENTONE PROPERTY (SHOP) CIP #3b	854,204	-282,154	572,050	572,050	100%	
7160 MENDOZA PROPERTY CIP #9 & #12	137,000	0	137,000	0		
EQUIPMENT & VEHICLES						
7210 COMPUTER HARDWARE REPAIRS	10,000	0	10,000	2,500	25%	
7220 COMPUTER SOFTWARE	5,000	0	5,000	1,500	30%	
7230 FIELD EQUIPMENT / VEHICLES CIP #8	140,000	0	140,000	112,000	80%	
7240 OFFICE EQUIPMENT	30,400	0	30,400	10,640	35%	
PROFESSIONAL SERVICES:						
7126 PERC ENGR/PROF SERVICES CIP #31	2,419,256	0	2,419,256	0		
7150 MILL CREEK DIVERSION PROJECT CIP #	250,000	-50,000	200,000	200,000	100%	
7151 MILL CREEK PERMITTING CIP #7 & #3b	187,101	-48,564	138,537	138,537	100%	District Permitting +River HC
7438 ENGINEERING SERVICES-OTHER CIP #	125,000	0	125,000	125,000	100%	Mill Creek O&M Plans
CAPITAL EXPENSE	4,836,961	-380,718	4,456,243	1,475,726		

Groundwater Production and Charge Revenue Projection

GWA	Date	Total Prod	Rate(s)	GW Charge	GW Council	Total Rev
55	2020.5	27,187	\$13.85	\$ 326,545	\$280,197	\$606,742
56	2021	19,609	\$13.85	\$ 306,161	\$263,484	\$569,645
57	2021.5	23,250	\$14.54	\$ 338,060	\$348,401	\$686,461
58	2022	21,022	\$14.54	\$ 305,657	\$348,401	\$654,058
59	2022.5	22,763	\$15.27	\$ 347,594	\$365,820	\$713,414
60	2023	14,981	\$15.27	\$ 228,757	\$365,820	\$594,577
61	2023.5	27,503	\$16.95	\$ 466,170	\$365,929	\$832,099
62	2024	20,366	\$16.95	\$ 345,197	\$365,929	\$711,126
63	2024.5	42,234	\$17.80	\$ 751,767	\$0	\$751,767
64	2025	41,672	\$17.80	\$ 741,760	\$0	\$741,760

No Change in GW Charge		0%		GC-Did not renew	
64	2025	41,126	\$ 17.80	\$ 732,048	GC Income
65	2025.5	42,234	\$ 17.80	\$ 751,767	\$0.00
66	2026	41,672	\$ 17.80	\$ 741,760	\$0.00
Fiscal 24-25				\$ 1,493,527	\$0.00
Calendar 25				\$ 1,483,815	
				FY TOTAL	\$ 1,493,527

3% Increase GW Charge		3%		GC-Did not renew	
64	2025	41,126	\$ 17.80	732,048	GC Income
65	2025.5	42,234	\$ 18.33	774,320	\$0.00
66	2026	41,672	\$ 18.33	764,013	\$0.00
Fiscal 24-25				\$ 1,538,333	\$0.00
Calendar 25				\$ 1,506,368	
				FY TOTAL	\$ 1,538,333

5% Increase in GW Charge		5%		GC-Did not renew	
64	2025	41,126	\$ 17.80	\$ 732,048	GC Income
65	2025.5	42,234	\$ 18.69	\$ 789,355	\$0.00
66	2026	41,672	\$ 18.69	\$ 778,848	\$0.00
Fiscal 24-25				\$ 1,568,203	\$0.00
Calendar 25				\$ 1,521,403	
				FY TOTAL	\$ 1,568,203



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2088

To: Board of Directors
From: Betsy Miller, General Manager
Date: February 12, 2025
Subject: Contract Services Agreement for Cybersecurity Grant Implementation Professional Services with PCTronics

RECOMMENDATION

Approve the Contract Services Agreement for Cybersecurity Grant Implementation Professional Services with PCTronics in an amount not to exceed \$31,375.

BACKGROUND AND DISCUSSION

On December 24, 2024, the District was awarded \$32,935 through the FY 2024 State & Local Cybersecurity Grants for Local & Tribal Governments Program of the California Governor’s Office of Emergency Services to improve our cybersecurity. Staff recommends Board approval of the proposed Contract Services Agreement for Cybersecurity Grant Implementation Professional Services with PCTronics, the District’s current IT consultant.

With the awarded funds, the District proposes to contract for preparation of a comprehensive Cybersecurity Plan to improve the District’s capability to respond to cybersecurity incidents, implement continuous cybersecurity monitoring using best in class software, enhance cybersecurity protections, and provide additional cybersecurity training to District staff. Please refer to Page 1 and 2 of the attached contract for additional technical details.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$31,375 from GL 5120, Professional Services, which would be reimbursed through the grant award. Due to the timing of the grant, these funds are not included in GL 5120 in the approved FY25 budget. In addition to the funds which are proposed for the contract, the grant award includes an additional \$1,560 for District staff time to administer the grant.

POTENTIAL MOTIONS

1. Approve the Contract Services Agreement for Cybersecurity Grant Implementation Professional Services with PCTronics in an amount not to exceed \$31,375.
2. Approve the Contract Services Agreement for Cybersecurity Grant Implementation Professional Services with PCTronics in an amount not to exceed \$31,375; and amend the approved FY25 budget to increase GL 5120, Professional Services, by \$31,375 to a total of \$508,875, and GL

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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

4043, Project Salary Reimbursement, by \$780 (adding half of the funds for staff time to administer the grant to FY25) to a total of \$53,154.

3. Provide other directions to staff.

ATTACHMENTS

Contract Services Agreement for Cybersecurity Grant Implementation Professional Services

**CONTRACT SERVICES AGREEMENT FOR
CYBERSECURITY GRANT IMPLEMENTATION PROFESSIONAL SERVICES**

THIS CONTRACT SERVICES AGREEMENT FOR CYBERSECURITY GRANT IMPLEMENTATION PROFESSIONAL SERVICES ("Agreement") is hereby made this 12th day of February, 2025 ("Effective Date") by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Special District ("SBVWCD" or "District"), and **TAQIA INDUSTRIES, LLC dba PCTronics**, a California Limited Liability Company ("Contractor"), is effective upon the later date on which this Agreement is signed by District and Contractor ("Effective Date"). The Agreement is entered into in consideration of all of the following:

RECITALS:

- A. District is a California Special district, and a political subdivision of the State of California. In this capacity, District applied for, and received, from the State of California a grant pursuant to the Local Cybersecurity Grant Program for Local & Tribal Governments ("Grant"), through which District will review, update, and strengthen its cybersecurity systems.
- B. Contractor is District's current information systems professional consultant, and is familiar with District's current information technology and cybersecurity software, systems, and capabilities. Contractor has reviewed the Grant purposes and requirements, and Contractor has represented to District that it has the requisite capability, staffing, and background to fulfill District's purposes under the Grant, and as such the parties have entered into this Agreement, by and through which Contractor will perform Grant-related services for District, as more specifically elaborated below.

NOW THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Contractor shall provide the following services, broken into four discrete projects:

- a. Project 1: Contractor shall prepare a comprehensive Cybersecurity Plan to improve the District's capability to respond to cybersecurity incidents and addresses Grant Goal 1. The Cybersecurity Plan will include Incident Response, Disaster Recovery, and Business Continuity Plans. It will identify key personnel roles and responsibilities and regular testing of the plan and adjustments as needed. A full equipment audit will be performed.
- b. Project 2: Contractor shall implement a Continuous Cybersecurity Assessment to address Grant Goal 2. Huntress MDR will be

purchased and deployed on all workstations and servers as an antivirus and SIEM. Vulnerability scans will be run on externally accessible IPs. A next generation firewall appliance will be purchased and installed to monitor network traffic. Ninja RMM will be purchased and installed to allow for automatic asset onboarding and asset lifecycle management. All listed capabilities will be monitored by Contractor, or for after-hours service, Contractor's approved subcontractor.

- c. Project 3: Contractor shall purchase and implement Enhanced Cybersecurity Protections to address Grant Goal 3. A required password manager will be purchased and deployed to all users, with an enforced baseline length and complexity requirement. 1Password will be purchased and deployed to allow for dark web monitoring and password audits to reveal reused or compromised credentials. This hybrid backup model with a local backup in case of equipment failure and an immutable cloud backup in case of disaster or a cybersecurity incident will provide increased security. Online accounts will be audited for 2FA availability and Cisco Duo will be purchased and deployed as needed. All District data will be encrypted both at rest and transit.

- d. Project 4: Contractor shall provide Cybersecurity Training to District staff to address Grant Goal 4. Huntress SAT and Avanan will be purchased and deployed to all users. Huntress will provide monthly security awareness training and will perform monthly phishing campaigns using a variety of vectors. Users who fail to recognize attacks will be provided relevant training modules. Avanan will be purchased and deployed to scan for malicious files and data loss prevention for users' MS365 services. The District's domain will be migrated to a .gov domain.

1.2 Authorization to Begin, Schedule and Retention Term. Contractor's term to begin work shall initiate upon receipt of a Notice to Proceed by District, and shall continue until November 1, 2025. Contractor shall complete the various Projects described in the Scope of Services above on or before the following indicated dates:

- Project 1: April 31, 2025
- Project 2: August 1, 2025
- Project 3: September 1, 2025
- Project 4: November 1, 2025

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. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be paid on a lump sum basis for each of the constituent Projects listed in the Scope of Services, upon the timely and successful completion of each, at the following amounts:

- a. Project 1: Sixteen Thousand Two Hundred Fifty dollars (\$16,250.00)
- b. Projects 2 and 3: Twelve Thousand Six Hundred Twenty-Five dollars (\$12,625.00)
- c. Project 4: Two Thousand Five Hundred dollars (\$2,500.00)

2.2 Contractor shall be paid the amounts indicated above upon successful completion of the applicable Project for which the compensation relates, as determined by the District's Contract Officer (defined below), whose approval shall not be unreasonably delayed or withheld. In no event shall Contractor's compensation for all services provided hereunder exceed the sum of Thirty-One Thousand Three Hundred Seventy-Five dollars (\$31,375.00) without prior approval by District's Board of Directors.

2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, the Contractor shall be paid upon receipt of an invoice, to be provided upon Contractor's completion of each of the constituent Projects within the Scope of Services. Prior to payment of the final invoice, all work authorized by the District shall be completed including delivery of any required or requested final documentation.

2.3 Content of Invoices. Each invoice submitted by the Contractor must still reflect the amount of time worked during the invoiced period; a detailed narrative description of the work performed within that time by each employee or sub-Contractor for each task, the total number of hours during the invoiced period, and the total amount billed during the invoiced period. Invoices without this information shall not be paid.

3.0 COORDINATION OF WORK

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

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

3.3 Prohibition Against Subcontracting or Assignment. Contractor has already advised District it intends to use Huntress Labs Incorporated to provide after-hours systems intrusion mitigation, and District has approved the use of such subcontractor. Apart from this, Contractor shall not contract with any entity to perform in whole or in part Consulting Work required of Contractor 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 Contractor. Contractor shall perform all work and services required herein as an independent contractor of the District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District.

4.0 INSURANCE AND INDEMNIFICATION

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

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

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

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

4.1-03.01 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.

4.1-03.02 Professional Liability. Professional Liability appropriate to the Contractor's profession covering Contractor's wrongful acts, negligent actions, errors, or omission in the amount of one million dollars (\$1,000,000) per claim and annual aggregate.

4.1-03.03 Required Provisions. The policies specified in Section 4.1-03.01 is to state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for nonpayment of premium) prior written notice by U.S. mail has been given to the District.

4.1-03.04 Required Format. All 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.

4.1-03.05 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.

4.1-03.06 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.

4.1-03.07 Evidence and Cancellation of Insurance. Prior to execution of the Agreement, the Contractor 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 Contractor shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts of payment of premiums thereon.

4.1-03.08 Errors and Omissions/Professional Negligence. Contractor shall procure and maintain errors and omissions insurance, or professional liability insurance, at all times this Agreement is in effect, covering the services to be provided hereunder in the amount of one million dollars per claim and annual aggregate.

4.1-03.09 Sub-Contractors. In the event that Contractor employs other Contractors as part of the services covered by this Agreement, consistent with Section 3.3 above, it shall be the Contractor's responsibility to confirm that each sub-Contractor meets the minimum insurance requirements specified above.

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

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

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

4.2-03 Contractor 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 Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees or designated volunteers, in any and all such aforesaid suits, actions or other legal proceedings.

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

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

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

4.4 Safety. The Contractor shall execute and maintain Contractor's work so as to avoid injury or damage to any person or property. In carrying out the work, the Contractor shall at all times, exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the

conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act (as applicable).

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective on the Effective Date, and shall continue in full force and effect until November 1, 2025, unless extended by mutual consent documented in writing, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS

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

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

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

6.4 Notice. 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 Contractor, 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 or any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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

6.10 Ownership of Work. All non-proprietary work performed by the Contractor hereunder shall be the exclusive property of the District, and shall be kept confidential by the Contractor unless otherwise directed by the District. The Contractor shall provide to the District all notes, maps, schedules, graphs, worksheets, reports, computer databases and programs, or any other analysis or analytical tools created or produced by the Contractor in connection with its work performed hereunder ("work"), no later than the time of the completion of the Contractor's work or earlier termination of this Agreement under Section 6. 11 below. The Contractor 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 sixty (60) 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 District shall continue in full force during the period of this 60-day notice, including the ordering and billing of all promotional materials and advertising in the media whose closing dates fall within such period. After the expiration of the 60-day interval following notice, no rights or liabilities shall arise out of this relationship, regardless of expenses which may have been made for future governmental affairs endeavors, except that the indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Contractor on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Contractor and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

6.12 Mediation. In the event of disagreement as to termination procedures, the Contractor and District shall meet and confer in an attempt to resolve the issue. If the meet and confer process fails to

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

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

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

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____
Melody McDonald, President

Date: _____

CONTRACTOR: Taqnia Industries, LLC dba
PCTronics

By: _____
Nick Harney
Taqnia Industries, LLC dba PCTronics
5225 Canyon Crest Dr. Ste. 71-737
Riverside, CA 92507
Date: _____



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2089

To: Board of Directors
From: Betsy Miller, General Manager
David B. Cosgrove, General Counsel
Date: February 12, 2025
Subject: Mentone Shop Project Construction Services Agreement

RECOMMENDATION

Approve a contract with Layne Construction Inc. to complete the Mentone Shop improvements in an amount not to exceed \$399,900.00, and authorize the General Manager to approve the expenditure of the contract as well as an additional amount up to \$40,000 for contingencies as may be needed for any necessary changes or additions to work completed under the contract with Layne Construction, Inc.

BACKGROUND AND DISCUSSION

The Mentone shop is located at 2181 Mentone Boulevard in Mentone, California. It includes one main building and five auxiliary sheds in various conditions; the building has power and running water but does not have a permanent restroom facility. This location serves as the main office for the District’s field team and provides a storage yard for District equipment and vehicles.

On April 13, 2022, the Board approved actions to implement the Mentone Shop improvements, including design/build work and construction of water and electrical service through an agreement with CS-NK Construction Services in the amount of \$313,373.40, contingency funds for both design/build and verified quantity overruns, and authorization of the General Manager to approve actions related to project implementation.

On May 15, 2024, the Board approved an amendment to the agreement with CS-NK Construction Services, increasing the contracted amount from \$313,373.40 to \$480,966.21 to address permit requirements (which were received after the initial bid was accepted), escalations in materials and labor costs, and the addition of sidewalks and three roll-up door approach aprons. At this time, the Board also amended the contingency fund, authorized the General Manager to 1) approve the expenditure of the contract and contingency funds (if needed) and order any necessary changes or additions in work performed under the contract and 2) expend up to \$98,000 to obtain permits, additional property fencing, general cabinetry, shelving, fuel and pesticide storage, and perform field testing.

On August 6, 2024, CS-NK notified the District via email that their company would not be able to complete the Mentone Shop project. With the assistance of outside counsel, District staff met with CS-

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**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

NK staff, documented the abandonment of the project site, terminated the contract with CS-NK, and reached out to parties interested in completing the Mentone Shop project. Staff toured the Mentone Shop construction site with three different contractors on October 28, October 31, and November 5. Each contractor was invited to submit a bid; however, only one contractor proceeded with submitting a bid.

Staff proceeded to negotiate a contract with the single bidder, Layne Construction, Inc. Negotiations included a full review by both District staff and Layne Construction of contract materials that were ordered and delivered to the project site under the original contractor, the condition of those materials, water and electrical service, fire sprinkler installation, and HVAC upgrades. The proposed agreement incorporates the results of this review, including upgrades to the electrical service capacity at the project site which was not included in the previous contract. The recommended contingency reflects possible costs related to the expected year-long process for a Southern California Edison service upgrade.

The Ad Hoc Mentone Shop Committee, Operations Committee, and Finance and Administration Committee discussed the process to select a new contractor to complete the Mentone Shop project on October 21, November 5, January 22, and January 29 respectively.

FISCAL IMPACT

Approval of this item would result in expenditure of up to \$439,990, which represents an additional \$311,335 from Capital GL 7140 Mentone Property Shop, for a total project cost of \$898,006. (At the time work on the project ceased, the CS-NK contract included \$128,665 in unspent funds; thus, the Layne Construction contract amount of \$459,990 represents an increase of \$301,954 in project costs.) In addition to the requested \$40,000 contingency requested with this action, the full \$10,000 in construction contingency costs approved by the Board on May 15, 2025, remain available to the project.

POTENTIAL MOTIONS

1. Approve a contract with Layne Construction Inc. to complete the Mentone Shop improvements in an amount not to exceed \$399,900.00, and authorize the General Manager to approve the expenditure of the contract as well as an additional amount up to \$40,000 for contingencies as may be needed for any necessary changes or additions to work completed under the contract with Layne Construction, Inc.
2. Refer the item to the Operations Committee for discussion of specific item(s).
3. Provide other directions to staff.

ATTACHMENTS

Mentone Shop Project Design And Construction Services Agreement

MENTONE SHOP PROJECT
DESIGN AND CONSTRUCTION SERVICES AGREEMENT

THIS MENTONE SHOP PROJECT DESIGN AND CONSTRUCTION SERVICES AGREEMENT (“Agreement”) by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Conservation District duly formed and existing under California Water Code sections 74000 et seq. (“District”), and **LAYNE CONSTRUCTION, INC.** (“Contractor”), is effective upon signature by District and Contractor.

NOW THEREFORE, the parties hereto agree as follows:

RECITALS

1. **Independent Contractor.** Contractor is an independent contractor and not an employee of the District. Contractor shall have no authority to bind the District by any statement, representation, or promise of any kind or nature without first obtaining the District's written consent.
2. **Authority.** The parties represent each to the other that the representing party is authorized to enter into this Agreement, that by doing so such party is not in breach or violation of any other contract or agreement, and that the persons executing this Agreement on its behalf have the authority and capacity to do so.
3. **Construction.** Each party represents to the other it has had access to legal counsel in entering into this Agreement, and is doing so freely, willingly, and voluntarily, without coercion or duress. This Agreement shall not be construed against any of the parties based on authorship, and the rule of construing contract ambiguities against the party drafting the contract shall be inapplicable.
4. **Effect of Headings.** The headings used in this Agreement are for convenience only and shall not affect the construction or interpretation this Agreement.
5. **Word Usage.** Unless the context clearly requires otherwise, plural and singular numbers will be considered to include the other; the masculine, feminine, and neuter genders will each be considered to include the others; “shall,” “will,” “must,” “agree,” and “covenants” are each mandatory; “may” is permissive; “or” is not exclusive; and “includes” and “including” are not limiting.
6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, supersedes all prior or contemporaneous oral or written agreements between the parties, and may only be amended by an instrument in writing executed by the parties.
7. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties.
8. **Counterparts.** This Agreement may be executed in counterparts, a facsimile of which shall be deemed an original, and all of which shall together be deemed one and the same instrument.
9. **Governing Law.** This Agreement shall be construed under, and governed by, the laws of the State of California.
10. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, such invalid or unenforceable provision(s) shall not affect the validity or enforceability of any other provision of this Agreement.

SCOPE OF WORK and CONTRACT DOCUMENTS

This Agreement relates to the completion of work originally undertaken by District with another contractor. District has retained Contractor, pursuant to an “Contract Services Agreement For Preconstruction Inventory And Assessment Services,” to review the project plans for the Contract Work (defined below), inspect and assess the condition of the partial completion of the Contract Work by the District’s former contractor, inventory and assess the quality and suitability of materials , fixtures, and appurtenances previously obtained by District for the Contract Work, review the site for the Contract Work to identify site impediments to completion of the Contract Work, and assess any additional water, electrical, HVAC, fire suppression, or other installations, upgrades, or features that may be required by applicable uniform codes, or may be appropriate under local prevailing construction standards, or are otherwise recommended by Contractor as critical to the successful completion of the Contract Work. Contractor and District have performed pursuant to this Agreement, which has resulted in a Proposal dated January 31, 2025, for successful completion of the Contract Work, consistent with the original plans, specifications, and Special Provisions, all of which have been provided to Contractor. The terms of such Proposal have been incorporated into this Agreement. Contractor shall furnish all labor, services, materials, equipment and tools of every kind and nature to fully perform in a workmanlike and timely manner the scope of work described in the Scope of Work and Schedule of Performance attached hereto as Exhibit “A” and as provided below (“Contract Work”):

Contractor shall perform the Contract Work in strict accordance with the attached Contract Documents, which are as follows:

- This Agreement and all accompanying documents thereto
- Notice Inviting Bids
- Special Provisions
- Plans (Preliminary Site Plan, Preliminary Flood Plan and Preliminary Elevations)
- Instructions to Bidders
- Bid Proposal
- 2021 Edition of (“Greenbook”) Standard Specifications for Public Works Construction Addenda
- Contractor’s January 31, 2025 “Layne Construction, Inc. Proposal”

All Contract Documents are incorporated herein by reference. Contractor acknowledges that it has received and is thoroughly familiar with the Contract Documents, , and has had had adequate opportunity to review, analyze, investigate, and understand the contents and requirements of all of the Contract Documents, and agrees to be bound thereby as incorporated herein by reference, without the necessity of attaching each constituent document to this Agreement. Contractor shall not deviate from the Contract Documents without the prior written approval of the District. In the event of a conflict or discrepancy among the Contract Documents, interpretation will be based on the following priorities: (1) this Agreement; (2) the Special Provisions (3) Plans (4) 2021 Edition of (“Greenbook”) Standard Specifications for Public Works Construction.

Contractor shall be responsible for any additional costs, delays or damages caused by deviation from the Contract Documents without the prior written approval of the District. All Contract Work shall be subject to the satisfaction and approval of the District identified above.

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

TIME FOR PERFORMANCE AND SCHEDULING

Contract Time – Contractor shall complete all work within the number of days provided in the Scope of Work and Schedule of Performance in attached Exhibit “A,” and as may be amended by the parties hereto.

Scheduling – Time is of the essence under this Agreement. Contractor shall cooperate with the District in the timely performance of the Contract Work consistent with the attached schedule for the Project. Work shall commence with the delivery by District to Contractor of a Notice to Proceed.

The District shall have the right to direct the scheduling of the Contract Work as the District deems to be in the best interest for the Project as a whole, and Contractor shall perform the Contract Work in accordance with the approved schedule so as not to delay, disrupt, or damage the Contract Work. Should Contractor fall behind the approved schedule or if, in the opinion of the District, Contractor is not maintaining a satisfactory rate of progress, the District may direct Contractor to take such action as the District deems necessary to timely perform the Contract Work, including, but not limited to, increasing the number of superintendents, foremen, and laborers, increasing the number of crews, increasing the number of shifts, employing more or better equipment, working overtime, expediting delivery of materials, substituting materials, changing the sequence of performance, or any other increase or acceleration of effort, all of which shall be performed by Contractor at no cost to the District.

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

The District may award the Contract during winter months when weather may result in construction delays. In the event that weather conditions result in the loss of working days, as such loss is determined to be reasonable by the District, the Contract Time shall be extended by an equivalent amount of time. If and only if District-approved weather delays result in a loss of twenty (20) working days or more, the District and the Contractor will negotiate an equitable adjustment in cost to compensate for mobilization and standby costs, otherwise only the time for performance will be extended, and then only to the amount equivalent to the number of working days lost to weather.

SCHEDULE OF PRICES

The Schedule of Prices for the various components of the Contract Work are set out in the Scope of Work and Schedule of Performance, in attached Exhibit “A.”

PAYMENT

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

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

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

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

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

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

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

The District shall pay Contractor an amount, including previously withheld retention, equal to the value of the unpaid Contract Work satisfactorily completed by Contractor and approved by the District, within thirty (30) business days of the District approval. To the extent there are stop notices or liens timely filed against the project, District may and will withhold one hundred ten percent (110%) of the total amount of such stop notice or liens, from the remaining amount of Project compensation due to Contractor, until all such stop notices or liens are finally resolved.

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

INSPECTION AND ACCEPTANCE

The Contract Work and Contractor's performance of the Contract Work is subject to the District's oversight of the progress, sequencing, and quality of the Contract Work, and the satisfaction and approval by the District of same.

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

Materials, equipment, and workmanship shall be subject to the inspection of, and rejection by, the District if not in conformance with the Contract Documents. Contractor and District have entered into, and performed under, a "Contract Services Agreement For Preconstruction Inventory And Assessment Services," under which Contractor had access to the site for the Contract Work, an opportunity to inspect and inventory materials and fixtures called for by the Contract Work, and satisfy itself regarding the quality and suitability of on-site materials previously ordered or obtained by the District. Contractor acknowledges that its proposal for the Contract work, incorporated into Schedule A hereto, is based upon Contractor's full and careful review of the status of the Contract Work as of the date of this Agreement, and Contractor's proposal is for the full amount Contractor has deemed necessary to bring the Contract Work to successful completion. Defective materials, equipment, or Contract Work secured or performed by Contractor shall be removed from the premises by the Contractor, whether in place or not, and shall be replaced with new and acceptable materials, equipment, or work, at Contractor's expense. Repair of defective materials, equipment, or work shall be subject to the District's acceptance.

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

LIQUIDATED DAMAGES

See Special Provision Section 6.9 (Liquidated Damages). Section 6.9 in the Standard Specifications for Public Works Construction 2021 edition shall apply if Liquidated Damages requirements are not included in the Special Provisions.

CHANGES / CLAIMS/ RESOLUTION OF CONSTRUCTION CLAIMS

Changes. The District may issue written change orders or written change directives for the Contract Work. Contractor shall be obligated to perform such change orders and change directives and the Schedule of Prices or time for performance may be adjusted as specified in such change

orders and change directives. Oral changes to the Contract Work are not valid and Contractor shall have no claim or entitlement to payment or additional time unless, prior to performance, Contractor receives a written change order or written change directive from the District.

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

For any change in the Contract Work initiated by the District, Contractor shall be entitled to an adjustment to the Schedule of Prices or time for performance of the Contract Work in a reasonable time or amount as approved by District, but only to the extent of such adjustments actually received by the District from Contractor. Apart from the Change Order process set out herein, Contractor shall have no right to make any claims against the District for further adjustment to the Schedule of Prices nor the time for performance of the Contract Work.

Contractor Claims. Contractor shall give written notice to the District of any claim for compensation, additional compensation, extension of time or other relief of any kind or nature alleged to have been caused in whole or in part by any act or omission by the District. Such written notice shall be provided to District within seven (7) days after commencement of the event giving rise to such claim. Such notice shall state the factual basis for the claim, shall itemize all costs incurred and shall indicate the number and duration of each resulting delay and/ or anticipated delay. Contractor shall provide any additional information requested by the District. With respect to any claim caused in whole in part by any person other than the District, Contractor shall only be entitled to such relief less any costs incurred by the District in connection with such claim. Such notices shall be in addition to, and shall not suffice as, any claim requirements under the California Government Claims Act, Government Code sections 810 et seq.

Contractor acknowledges that the project, and all work to be undertaken pursuant to it, will occur within environmentally sensitive habitat including State and federally listed endangered species. Contractor warrants and represents to the District that it was reviewed the work area carefully, has acquainted itself with the physical and operational constraints posed by the existence of this habitat and the need to conform regulatory requirements governing it, and Contractor assumes any and all risks of additional expenses that may be implicated thereby. No change orders will be granted based upon such costs. Contractor can rely on the District's environmental documents.

Dispute Resolution. Unless otherwise agreed to in writing by the parties, with respect to any claim or dispute of any nature involving the District and Contractor in which the amount claimed by either party is no more than \$50,000, the parties shall first attempt to resolve such claim, informally. If, following a period of thirty (30) days, or such longer period as mutually agreed to by the parties, the parties are unable to resolve the claim informally, the parties agree to mediate the claim before a mediator mutually agreed to by the parties. If, following mediation, the parties

are unable to resolve the claim, either party may commence legal action. The parties agree that the party failing to comply with these dispute resolution procedures shall not be entitled to the recovery of their attorney's fees in a legal action. Provided, however, that the foregoing dispute resolution procedures shall not apply if it would cause a party to be unable to timely foreclose on a mechanics lien, as applicable, or if the District pursues a claim for injunctive relief under the following paragraph.

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

With respect to any claim or dispute of any nature involving the District and Contractor in which the amount claimed by either party exceeds \$50,000, or if amount claimed by either party is no more than \$50,000 and the parties have complied with the foregoing dispute resolution procedures or agreed to waive such procedures in writing, the parties agree that the prevailing party in such dispute shall be entitled to recover its reasonable attorney's fees, adjusted proportionately to the relief obtained by the prevailing party.

PREVAILING WAGE

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

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

Contractor will pay, and will require all subcontractors to pay, all employees on the Contract Work a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to this work. Federal prevailing wage rates apply for federally funded projects. Travel and subsistence pay shall be paid in accordance with Labor Code § 1773 .1.

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

on the work provided for in this Contract. In no event shall District be responsible for any such penalties.

Contractor and subcontractors shall comply with Labor Code §1810 and §1811 which stipulate that eight hours labor constitutes a legal day's work, and § 1812 which stipulates that the Contractor and subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the work performed under the terms of the Contract. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code § 1813. In no event shall District be responsible for any such penalties.

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

Contractor, by executing this Contract, hereby certifies:

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

CONTRACTOR INITIALS: _____

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

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

WORKERS COMPENSATION AND INSURANCE CERTIFICATION

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

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

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

Contractor shall obtain and maintain the following minimum required insurance:

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

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

\$2,000,000 each occurrence
\$2,000,000 general aggregate
\$2,000,000 completed operations aggregate

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

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

Professional Liability: Professional errors and omissions liability insurance with a limit of \$1,000,000 per claim.

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

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

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

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

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

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

INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, and its officers, directors, shareholders, members, managers, partners, employees, agents, representatives and sureties (“Indemnified Parties”), from and against any and all claims, losses, suits, actions, demands, awards, judgments, attorneys' fees, expert fees, costs and expenses of every nature which may arise out of, pertain to, or relate to, in whole or in part, Contractor, Contractor's subcontractors and material suppliers, or their employees, agents or representative's performance of the Contract Work, except to the extent caused by the sole or active negligence or willful misconduct of the District, or for claims that do not arise out of the scope of work of Contractor. Contractor's indemnification shall not extend to the construction work done by District's former contractor, but shall apply in full to all Contract Work done by Contractor, including Contractor's assessment of the former contractor's work in formulating its own Proposal of January 31, 2025, and Contractor's identification of the existence and condition of inventory and materials, site conditions, and the additional water, electrical, HVAC, fire suppression, or other installations, upgrades, or features that may be required by applicable uniform codes, or may be appropriate under local prevailing construction standards, that were identified or otherwise recommended by Contractor for successful completion of the Contract Work. Contractor's obligation to defend Indemnified Parties shall be immediate upon written notice by the District and Contractor shall, if requested by the District, defend Indemnified Parties using counsel approved in the sole discretion by the District.

PAYROLL RECORDS/ APPRENTICES/ HOURS OF WORK

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

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

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

PROVISIONS REQUIRED BY LAW AND ADDITIONAL RESPONSIBILITIES

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

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

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

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

Superintendence and Cooperation. Contractor shall have a qualified, experienced, and competent superintendent at the Project at all times during performance of the Contract Work and as otherwise necessary to ensure full performance of Contractor's obligations under the Contract Documents applicable to the Contract Work. Contractor shall provide to District the contact information of all such superintendents, through which such superintendents may be contacted twenty-four hours per day, seven days per week. Contractor is responsible for the superintendence and safety and progress of the Contract Work in conformance with the Contract Documents, including activities of suppliers and subcontractors. Contractor's superintendent shall have absolute authority in all respects to act for and on behalf of Contractor and to bind Contractor by statements made, agreements reached, actions taken and notices received. Contractor's superintendent shall have the authority and responsibility to execute on behalf of Contractor, promptly and properly, the District's directions relating to the Contract Work.

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

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

Protection and Storage. Contractor shall provide necessary and appropriate protection of the Contract Work, protect the work of others with respect to Contractor's performance of the Contract Work and once Contractor has mobilized on the site Contractor shall assume all risks of loss, damage, deterioration or destruction of the Contract Work and damage to the work of others caused by Contractor's performance of the Contract Work, including stored materials, by weather, individuals, or other causes until final acceptance by the District. Contractor shall store and protect its materials, equipment, tools, and other items as well as those furnished to Contractor by the District or others. Storage areas, workshops, and other areas used or to be used by Contractor, if any, may be designated by the District and no materials, equipment, tools, or other items owned or used by Contractor shall be stored except in those areas designated by the District. Notwithstanding such designation by District, it shall be Contractor's responsibility to secure and protect its materials, equipment, tools, and other items as well as those furnished to Contractor by the District or others. Contractor shall maintain such areas in an orderly and well-kept manner. Contractor shall coordinate all material, equipment, and tool deliveries with the District prior to delivery to the site. Contractor shall not be entitled to payment for storage either on or off site.

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

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

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

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

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

Qualifications and Inspection. Contractor represents that it is fully qualified, experienced, and licensed to perform the Contract Work, and to do so in a timely manner, and has had adequate access and opportunity to inspect and conduct any tests deemed necessary by Contractor to timely perform the Contract Work. Contractor assumes all risks with respect to the Contract Documents and the general and specific conditions involved in performing the Contract Work including, but not limited to, natural and manmade characteristics of the Project site both above and below

ground, site accessibility, site storage, on site operations, labor rates and availability, material costs and availability, weather conditions, and any other condition of any nature which could affect Contractor's cost and performance of the Contract Work.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROVISIONS

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

1. The Contractor shall not discriminate against any employee or applicant for employment because of age, disability, race, color, religion, sex, national origin, or any other protected characteristic under all antidiscrimination laws of the United States of America and the State of California. The Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of such protected characteristics and in compliance with all antidiscrimination laws of the United States of America and the State of California.
2. In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to age, disability, race, color, religion, sex, national origin or any other protected characteristic under all antidiscrimination laws of the United States of America and the State of California.
3. The Contractor shall deal with its subcontractors without regard to or because of race, color, religion, sex, or national origin.
4. The Contractor shall comply with current Federal employment and reporting requirements for publicly funded construction Contracts. Specifically, the Contractor shall make a good faith effort to comply with any applicable Federal employment goals for minority and female employment. The Contractor shall report minority and female employment data on the Federal form provided by the District, as may be required by State of Federal law. If required, this form shall be submitted to the Engineer before the start of construction and twice annually by March 1 and September 1 of each year. Each failure to submit this form by due date will result in a Contractor penalty of \$200, which shall be deducted from any monies due the Contractor.
5. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice, to be provided by the District, advising the said labor union or worker's representative of the Contractor's commitments under this subsection.
6. The Contractor shall allow the District access to its employment records during regular business hours to verify compliance with these provisions when so requested by the District.
7. The Contractor agrees that if the District finds that any of the above provisions have been violated, the same shall constitute a material breach of the Contract upon which the District may determine to cancel, terminate, or suspend the Contract. While the District reserves the right to determine independently that the antidiscrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment

Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated Federal or State antidiscrimination laws shall suffice as a finding by the District that the Contractor has violated the antidiscrimination provisions of the Contract.

8. The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of age, disability, race, color, religion, sex, national origin, or any other protected characteristic cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. This obligation extends to all Contracts containing the equal opportunity clause regardless of the amount of the Contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of nondiscrimination clause. At its option, and in lieu of canceling, terminating, or suspending the Contract, the District may impose damages for any violation of the antidiscrimination provisions of this subsection, in the amount of \$200.00 for each violation found and determined. The District and the Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.
9. The Contractor shall include the provisions of the foregoing paragraphs 1 through 8 in every subcontract over \$10,000.00, so that such provisions will be binding upon each subcontractor performing work required by the Contract.

PERFORMANCE AND PAYMENT BOND

On or before the time the District issues its Notice to Proceed, Contractor shall furnish to the District, as obligee, a faithful performance and payment bond for 100% of the Contract value as indicated in Schedule A, and a labor and materials bond in an amount no less than that Contract value, both with surety acceptable to the District. The protection and coverage of the bonds furnished by Contractor shall extend directly to the District, so that no claim can be made against the any District's bonds which are not recoverable against Contractor's bonds.

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

GUARANTY

The Contractor guarantees the construction and installation of the Contract work undertaken by Contractor after issuance by District of the Notice to Proceed. Should any of the materials or

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

The District shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the Contractor. In the event the District elects to have said work performed by the Contractor, the Contractor agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the District. If the Contractor shall fail or refuse to comply with his obligations under this guaranty, the District shall be entitled to all cost and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

TERMINATION OF CONTRACT

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

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

Upon termination of Contractor, Contractor shall not be entitled any further payments on the Project until the Contract Work has been completed and accepted by the District, and not until final payment has been received by the District. Contractor shall be liable for all costs and expenses of completing the Contract Work, including all performance costs of any nature plus a reasonable

allowance for overhead and profit, and any damages, losses, expenses, attorneys' fees, or costs, incurred by the District as a result of the termination of Contractor. If, after final payment to the District, the unpaid balance to Contractor exceeds the performance costs, overhead and profit, and any damages, losses, expenses, attorneys' fees, or costs incurred by the District in completing the Contract Work, the District shall pay the difference to Contractor. If, after final payment to the District, the performance costs, overhead and profit, and any damages, losses, expenses, attorneys' fees, or costs incurred by the District in completing the Contract Work exceeds the unpaid balance to Contractor, Contractor shall pay the full amount of difference to the District.

Termination for convenience: In addition to the District's right to terminate Contractor for breach or default, the District may terminate Contractor if the District determines that such termination is in the best interest of the District or the Project. Upon such termination, Contractor shall be entitled to the reasonable, actual direct cost of satisfactorily completed Contract Work by Contractor, and materials purchased or otherwise obtained by Contractor prior to termination, plus a single mark-up of not more than ten percent (10%) for provable overhead (including job site and home office) and provable profit on satisfactorily completed Contract Work, plus the reasonable out-of-pocket costs of terminating the Contract Work, less any amounts paid by the District, costs incurred by the District and back charges due to the District. Contractor shall not receive any compensation, overhead, or profit on Contract Work not completed or for materials not purchased or for materials purchased but not made available to District or any replacement contractor District may secure for incorporation into, or use in connection with, the Project. Provided, however, that the total sum to which Contractor may be entitled, including all prior payments made to or on behalf of Contractor, shall not exceed the Contract Price.

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

The District may, whenever the interests of the District require, terminate the Contract, in whole or in part, for the convenience of the District. The District will give written notice of the termination to the Contractor specifying the part of the Contract terminated and the date termination becomes effective. The Contractor shall incur no further obligations in connection with the terminated Contract Work, and, on the date set in the notice of termination, the Contractor shall stop Work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated Contract Work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated Contract Work. The District may direct the Contractor to assign the Contractor's right, title, and interest under the terminated orders or subcontracts to the District. The Contractor must still complete the Contract Work not terminated by the notice of termination and may incur obligations as are necessary to do so. The District may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the District, the fabricated or unfabricated parts, Contract Work in process, completed Work, supplies, and other material produced or acquired for the Contract Work terminated and other property that, if the Contract had been completed, would be required to be furnished to the District. The Contractor shall, upon direction of the District, protect and preserve property in the possession of the Contractor in which the

District has an interest. If the District does not exercise this right, the Contractor shall use its best efforts to sell such supplies and manufacturing materials for the benefit of the District. If the parties are unable to agree on the amount of a termination settlement, the District will pay the Contractor the following amounts:

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

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

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

**San Bernardino Valley Water Conservation
District:**

Layne Construction Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date of Execution: _____

Date of Execution: _____

EXHIBIT A
SCOPE OF WORK AND SCHEDULE OF PERFORMANCE
MENTONE SHOP PROJECT COMPLETION

Contractor shall assume the Contract Work at the Project location and in its condition as of the effective date of the Agreement, and shall bring the Contract Work to satisfactory completion, consistent with this Agreement; the Special Provisions; the Plans; and the 2021 Edition of (“Greenbook”) Standard Specifications for Public Works Construction, by completing the following itemized Contract Work elements, consistent with Contractor’s January 31, 2025 “Layne Construction Inc. Proposal,” within the times specified and at the amounts of compensation itemized below:

Item No. ¹	Item Description	Quantity	Total Item Completion Compensation Amount	Time for Item Completion ²
7	Completion of Installation of Pre-Engineered Building ³	1	\$55,000.00	June 30, 2025
8	Metal Building Insulation	1	\$30,000.00	June 30, 2025
9	PCC approach apron	3	\$37,500.00	June 30, 2025
1	Interior Walls Steel Stud Framing	1	\$18,000.00	June 30, 2025
1.1	Doors and Windows	1	\$7,500.00	June 30, 2025
1.2	Plumbing (includes PVC 1” water line and hot tap water main)	1	\$36,000.00	June 30, 2025
1.3	Electrical (Including New electrical panel and 3” conduit)	1	\$47,000.00	June 30, 2025
1.4	Fixtures	1	\$5,000.00	June 30, 2025
1.5	Interior Wall Drywall	1	\$8,000.00	June 30, 2025
-- ⁴	Roll up Doors: (2) 14 x 14; and (1) 14 x 18 heavy duty 24 in. gauge, fully insulated high wind doors ⁵	3	\$63,000.00	June 30, 2025

¹ Item referenced is from original bid packet for the project, incorporated into the Agreement. See original bid packet for additional descriptive details and specifications.

² Prior to issuance of a Notice to Proceed to Contractor, Contractor and District shall review the sequence of Contractor’s proposed completion of the work, and agree in writing to a phased schedule for completion of each Item listed above. The parties shall amend this Agreement to incorporate the more specific Time for Item Completion upon such written agreement.

³ The building is already on site. This item relates to the completion of its installation on site, consistent with the Contract Documents.

⁴ Remaining items are per Contractor’s January 31, 2025 Proposal.

⁵ Installation and testing included.

--	Fire Sprinklers	1	\$35,700.00	June 30, 2025
--	HVAC	1	\$6,450.00	June 30, 2025
--	Fire line from hydrant to building	1	\$8,750.00	June 30, 2025
--	Upgrade SCE service from 100 amp to 200 amp ⁶	1	\$42,000.00	On or before February 1, 2026
	Total		\$399,900.00	

⁶ Contractor will coordinate with SCE planning department for ultimate upgrade of electrical service to the property from the existing 100-amp service to 200-amp service. Existing house, building, and new building will originally be configured to be able to run off of existing 100-amp service, so as not to delay bringing the new building to operating condition. Contractor shall, while coordinating with SCE planning on the service upgrade, install appropriate conduit and prepare the site to have the existing 100-amp service to serve the house, and to prepare the site to pull the additional service to the existing and new buildings in the back of the property.

EXHIBIT "B"
FORM OF LABOR AND MATERIALS BOND

10. BOND FOR MATERIAL AND LABOR

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal and

_____,
(Guaranty Company) (State)

Corporation, as Surety, is held and firmly bound unto the San Bernardino Valley Water Conservation District in the sum of _____ Dollars (\$_____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the above obligation is such that, whereas said Principal has been awarded and is about to enter into a written Contract dated, _____ 2025, with the San Bernardino Valley Water Conservation District for:

Mentone Shop Design / Build Project

which is hereto attached, and to which reference is hereby made for all particulars and is required by said District to give this bond in connection with the execution of said Contract.

NOW THEREFORE, if said Principal as Contractor in said Contract, or his Subcontractors, fails to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, said surety will pay the same in the amount not exceeding the sum set forth above, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any and all persons, companies, and corporations entitled to file claims under and by virtue of the provisions of Chapter II of Title 4 or Part 3 of the Code of Civil Procedure of the State of California.

WITNESS our hands this _____ day of _____, 2025.

Principal

Attach acknowledgment.

By:

Principal

Guaranty Company

Attach acknowledgment. By:

Guaranty's Attorney-in-Fact

EXHIBIT "C"
FORM OF FAITHFUL PERFORMANCE BOND

11. BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as
Principal, and _____ a

(Guaranty Corporation)

(State)

Corporation, as Surety, are held firmly bound unto the San Bernardino Valley Water Conservation District in the sum of _____ Dollars (\$____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that whereas said Principal has been awarded and is about to enter into a written Contract dated _____, 2025, with the San Bernardino Valley Water Conservation District for:

Mentone Shop Design / Build Project

and is required by said District to give this bond in connection with the execution of said Contract. In case suit is brought by the District to successfully enforce the terms of this Bond, the District shall be awarded its reasonable attorney fees and costs, including expert costs.

NOW, THEREFORE, if the said Principal shall well and truly do and perform all of the covenants and obligations of said Contract on his part to be done and performed at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

WITNESS our hands this ____ day of _____, 2025.

Principal

Attach acknowledgment.

By

Principal

Guaranty Company

Attach acknowledgment. By:

Guaranty's Attorney-in-Fact



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2090

To: Board of Directors
From: Betsy Miller, General Manager
Date: February 12, 2025
Subject: Agreement for Continued Consulting Engineering Services with E-PUR LLC

RECOMMENDATION

Approve the Agreement for Continued Consulting Engineering Services with E-PUR LLC to support the PERC projects in an amount not to exceed \$86,500.

BACKGROUND AND DISCUSSION

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

On January 10, 2024, the Board approved an Agreement for Consulting Engineering Services with E-PUR LLC to ensure continued progress on the PERC projects and other District engineering during the planned absence of a District employee. On May 15, 2024, and October 9, 2024, the Board amended the initial agreement to extend the contract through February 16, 2025.

The Agreement before the Board today maintains the terms in the most recent agreement while extending the contract for two months, through April 15, 2025, with an optional one-month extension through May 15, 2025. The agreement terms are 100 hours per month at a rate of \$25,000 per month, with up to a total additional 100 hours over the term of the agreement at a rate of \$115 per hour.

This item was discussed by the Operations Committee at their meeting on January 29, 2025, and by the PERC Policy Committee on February 5, 2025.

FISCAL IMPACT

Approval of the recommended action would result in an expenditure of up to a total of \$86,500 from GL 7126 PERC Engineering/Professional Services.

POTENTIAL MOTIONS

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

1. Approve the Agreement for Continued Consulting Engineering Services with E-PUR LLC to support the PERC projects in an amount not to exceed \$86,500.
2. Provide other directions to staff.

ATTACHMENTS

Agreement for Continued Consulting Engineering Services

AGREEMENT FOR CONTINUED CONSULTING ENGINEERING SERVICES

This AGREEMENT FOR CONTINUED CONSULTING ENGINEERING SERVICES (“Agreement”) is entered into and effective the 16th of February, 2025, (“Effective Date”) by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a public agency and water conservation district duly formed and existing under the Water Conservation Act, California Water Code sections 74000 *et seq.* (“District”), and **E-PUR LLC**, an Oregon Limited Liability Company licensed to do business in California (“Consultant”), on the terms and conditions stated herein.

1. Duties of Consultant

A. District hereby agrees to extend its current retention of Consultant, and Consultant hereby accepts such continued retention with District, as District’s Consulting Chief Engineer, beginning on the Effective Date. During the effective period of this Agreement, Consultant shall report to the District’s General Manager and shall provide professional engineering services and other technical services in the following areas:

(1) Oversee and complete feasibility studies and design for the District’s Program for the Expansion of Recharge Capacity (“PERC”). The PERC is a regional water conservation and groundwater storage enhancement project, under which the District is investigating the possibility of joint use of properties and facilities of the San Bernardino County Flood Control District (“Flood”) for both flood control and water storage and groundwater recharge activities, as well as improvements to the District’s Mill Creek Groundwater Recharge Facility.

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

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

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

B. Term of Agreement

This Agreement shall commence as of February 16, 2025, and shall remain in effect until April 15, 2025 (a period of 2 months), unless terminated earlier in accordance with the provisions of this Agreement. District may, through written notice provided to Consultant by its General Manager no later than April 8, 2025, extend the term of this Agreement an additional month, until May 15, 2025. This Agreement may be extended beyond its initial termination date by mutual written agreement of the parties, for an additional term as may be mutually agreeable.

C. On-Site Presence

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

D. Representation

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

2. Termination

This Agreement may be terminated by either party, with or without cause upon no less than thirty (30) day's written notice to the other party. In the event of such termination, Consultant and District may, by mutual agreement, extend Consultant's termination date beyond the thirty (30) day notice period, or provide for an earlier termination date, before expiration of the thirty (30) day notice period.

3. Compensation

Consultant shall be paid monthly for services rendered, based upon an anticipated work schedule of 100 hours per month ("work schedule"), at a monthly retention of twenty-five thousand dollars (\$25,000.00) over the two (2) month term of this Agreement. Invoicing and time accrued will be posted on the 15th of each month during the term of this Agreement constituting an "Agreement Month". Time requested and authorized by the General Manager beyond 100 hours in an Agreement Month shall be compensated at an hourly rate of \$115/hour for "extra time", up to an additional total 100 hours during the term of the agreement. Time in District offices beyond one week per calendar month authorized and approved by the General Manager shall be compensated at this "extra time" hourly rate.

Provided that Consultant is not in default under the terms of the Agreement, Consultant shall be paid promptly upon receipt of an invoice at the end of a calendar month, reflecting a general description of the work performed, and time over the preceding month as authorized and approved by the General Manager.

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

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

4. Expense Reimbursement

Consultant shall be reimbursed for actual mileage travelled in Consultant's own automobile, for such meetings and other events outside of the District's main offices as District reasonably requires Consultant to attend. Mileage for commuting to and from Consultant's residence to the District offices shall not be eligible for reimbursement. Reimbursement shall be at the IRS forced mileage rate then in effect.

5. Standard of Care: Compliance with Law

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

6. Insurance

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

7. Integration

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

8. Waiver

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

9. Governing Law

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

10. Confidentiality

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

11. Conflicts of Interest.

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

12. Dispute Resolution.

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

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

13. Severance

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

Dated: February 12, 2025

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____
Melody McDonald, President
“District”

Dated: February 12, 2025

E-PUR LLC

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



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

Memorandum No. 2091

To: Board of Directors
From: Betsy Miller, General Manager
Date: February 12, 2025
Subject: Second Amendment to the Contract Services Agreement for Professional Services for PERC Feasibility Study Support with Tetra Tech Inc.

RECOMMENDATION

Approve the Second Amendment to the Contract Services Agreement for Professional Services for Feasibility Study Support with Tetra Tech Inc. to extend the contract termination date to June 30, 2025.

BACKGROUND

On November 14, 2018, the Board approved a Partnership Agreement for Joint Active Recharge Project Development under the Upper Santa Ana River Habitat Conservation Plan with San Bernardino Valley Municipal Water District (SBVMWD). This five-year agreement created an important partnership between these agencies, providing conservation easements on Conservation District-owned lands to satisfy anticipated habitat mitigation requirements for the HCP and specifying certain planned recharge projects be analyzed for feasibility by the Conservation District, including the San Bernardino County Flood Control District facilities along the Twin Creek flood control alignment. These facilities include Waterman Percolation Basins, Twin Creek Spreading Grounds, and Lynwood Basins each within the City of San Bernardino, California. On December 13, 2023, the Board approved a First Amendment to the Agreement with SBVMWD to extend it through January 8, 2029. On July 10, 2024, the Board approved a Second Amendment to the SBVMWD Agreement to include a representative of the Basin Technical Advisory Committee on the PERC Policy Committee. These and other Agreement Transfer Projects were initially termed the Active Recharge Transfer Projects (ARTP) and are now referred to as the Program for the Expansion of Recharge Capacity (PERC).

Following a Request for Proposals (RFP) released on November 13, 2021, the Conservation District entered into a contract with Tetra Tech on January 28, 2022, to prepare and analyze hydrology studies, hydraulic studies, sediment transport analyses, geotechnical site investigations, field surveys, basin routing, recharge estimates, quantity calculations, value engineering, groundwater modeling, and preparation of exhibits and compilation of results into a feasibility study report. On September 11, 2024, the Board approved the first Amendment to the Contract Services Agreement for Professional Services for Feasibility Study Support to update Tasks 1, 7, and 11 in the Scope of Work, including an increase in funding up to \$148,500.

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

DISCUSSION

With the final tasks of the Contract Services Agreement for Professional Services for Feasibility Study Support underway, staff seeks Board approval to extend the current contract – with no changes to scope or cost – to June 30, 2025. Work is scheduled to be complete prior to the deadline, which will allow invoicing and project close-out to be completed within the District’s Fiscal Year.

This item was discussed by the Operations Committee on January 29, 2025.

FISCAL IMPACT

Approval of this item would not result in additional District expenditures.

POTENTIAL MOTIONS

1. Approve the Second Amendment to Contract Services Agreement for Professional Services for Feasibility Study Support with Tetra Tech Inc.
2. Provide other directions to staff.

ATTACHMENTS

Second Amendment to the Contract Services Agreement for Professional Services for Feasibility Study Support with Tetra Tech Inc.

**SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT
FOR PROFESSIONAL SERVICES FOR PERC FEASIBILITY STUDY SUPPORT**

This Second Amendment to Contract Services Agreement for Feasibility Study Support (“Amendment”) is entered into this 12th day of February 2025, by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT** (“District”) a special district, and **TETRA TECH**, a California corporation (Consultant”). This Amendment is entered into in consideration of all of the following:

- A. The parties entered into that certain “Contract Services Agreement for Professional Services for Feasibility Study Support” on or about January 12, 2022 (“Original Agreement”). The Original Agreement related to a series of studies and support analyses Consultant was to provide, in support of the Program for Enhanced Recharge Capacity “(PERC)”, formerly called the Active Recharge Transfer Project (“ARTP”).
- B. The parties entered into an “Amendment to Contract Services Agreement for Feasibility Study Support” on or about September 11, 2024, to allow for minor expansions in the Scope of Services, compensation, and time for performance (“First Amendment”).
- C. The parties have performed under the Original Agreement and First Amendment, but delays in project timing have caused the parties to assess, negotiate and now agree to a revised schedule of performance, without any change to the described scope of services, or attendant appropriate compensation.
- D. The newly agreed time for completion of the scope of services under the Original Contract and the First Amendment is now June 30, 2025.

**NOW THEREFORE, IN CONSIDERATION OF ALL THE FOREGOING,
THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

- 1. Section 5.1 of the Original Agreement, as modified by the First Amendment, is hereby amended to read as follows:
“This Agreement shall continue in effect from date of signature of both parties on the Original Agreement, and shall continue in full force and effect until completion and approval of the work and services described hereunder, unless extended by mutual consent, or until otherwise terminated under Section 6.11 below. In no event, however, shall the Original Agreement, as modified

by the First Amendment and by this Second Amendment, extend beyond June 30, 2025.”

2. Except as specifically amended by this Second Amendment, the Original Agreement, as amended by the First Amendment, remains in full force and effect, as to all of its particulars.

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

CONSULTANT
TETRA TECH, INC.

DISTRICT
SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

Attn: Aric Torreyson, PE

17885 Van Karman Ave.
Irvine, CA
Aric.Torreyson@tetrattech.com

1630 West Redlands Blvd, Suite A
Redlands, CA 92373
bmiller@sbvwcd.org

By: _____

By: _____

Aric Torreyson, PE
Project Manager

Melody McDonald
President



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 2092

To: Board of Directors
From: Betsy Miller, General Manager
Date: February 12, 2025
Subject: Contract Services Agreement to Develop Modeling Animations for the PERC Feasibility Studies

RECOMMENDATION

Approve the Contract Services Agreement for Development of Animation Presentation Materials for the Program for Expansion of Recharge Capacity with Verdantas, Inc. in an amount not to exceed \$29,995.

BACKGROUND AND DISCUSSION

On November 14, 2018, the Board approved a Partnership Agreement for Joint Active Recharge Project Development under the Upper Santa Ana River Habitat Conservation Plan with San Bernardino Valley Municipal Water District (SBVMWD). This five-year agreement created an important partnership between these agencies, providing conservation easements on Conservation District-owned lands to satisfy anticipated habitat mitigation requirements for the HCP and specifying certain planned recharge projects be analyzed for feasibility by the Conservation District. On December 13, 2023, the Board approved a First Amendment to the Agreement with SBVMWD to extend it through January 8, 2029. On July 10, 2024, the Board approved a Second Amendment to the Agreement to include a representative of the Basin Technical Advisory Committee on the PERC Policy Committee. These and other Agreement Transfer Projects were initially termed the Active Recharge Transfer Projects (ARTP) and are now referred to as the Program for the Expansion of Recharge Capacity (PERC).

To date, significant work has been completed on feasibility study tasks for the PERC projects with planned presentations to partners in Q1 and Q2 of 2025. To support these presentations, staff seeks Board direction on contracting with Verdantas, Inc. to develop animations of the hydrologic modeling work completed as part of the PERC feasibility studies for the Waterman, Twin, and Lynwood sites. Specifically, the consultant will extract 2D HEC-RAS modeling results to create videos (Task 1); prepare a PowerPoint of the information (Optional Task 2); present at up to five meetings, including one in-person presentation (Optional Task 3); and complete project management tasks (Task 4). Please refer to Page 8 of the attached Contract Services Agreement for details of the model runs to be animated.

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Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

This item was discussed by the Operations Committee on January 29, 2025.

FISCAL IMPACT

Approval of the recommended action would result in expenditure of up to \$29,995 from GL 7126 PERC Engineering/Professional Services.

POTENTIAL MOTIONS

1. Approve the Contract Services Agreement for Development of Animation Presentation Materials for the Program for Expansion of Recharge Capacity with Verdantas, Inc. in an amount not to exceed \$29,995.
2. Take no action on the Contract Services Agreement for Development of Animation Presentation Materials for the Program for Expansion of Recharge Capacity with Verdantas, Inc. in an amount not to exceed \$29,995.

ATTACHMENTS

Contract Services Agreement for Development of Animation Presentation Materials for the Program for Expansion of Recharge Capacity

**CONTRACT SERVICES AGREEMENT FOR
DEVELOPMENT OF ANIMATION PRESENTATION MATERIALS FOR THE
PROGRAM FOR ENHANCED RECHARGE CAPABILITY**

THIS CONTRACT SERVICES AGREEMENT FOR DEVELOPMENT OF ANIMATION PRESENTATION MATERIALS FOR THE PROGRAM FOR EXPANSION OF RECHARGE CAPACITY (“PERC”) is hereby entered into by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Special District (“SBVWCD” or “District”), and **VERDANTAS, INC.**, a corporation, (“Consultant”), is effective February 12, 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 services as more specifically described in the Scope of Work attached as Attachment A hereto. Consultant shall prepare and accomplish the services listed as Task 1 under the Scope of Services. Those items listed as Tasks 2 and 3 shall be optional services, which Consultant shall provide only after written notice from the District’s Contract Officer (defined below) to proceed with any, or all, of such additional Tasks. Consultant warrants that all work and services will be performed in a competent, professional, and satisfactory manner, consistent with prevailing professional standards for public information and public relations outreach professionals in the community.

1.2 Authorization to Begin, Schedule and Retention Term. Consultant's term to begin work on Task 1 shall initiate upon receipt of a Notice to Proceed by District. Additional services shall be provided only upon written notice from the District’s Contract Officer that the District wishes to elect to have Consultant go forward with either Tasks 2, 3, or 4, or any combination thereof. No work or services other than that described in the Scope of Services shall be initiated by the Consultant without written authorization of the District and documented as a Change Order to this agreement.

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

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be paid on a lump sum, per-Task basis, upon completion of each requested Task to the satisfaction of the District, consistent with the Task amounts listed in the Schedule of Compensation attached hereto as Attachment B. The District may, in its discretion, reallocate amounts of compensation among Tasks

2 through 4, assuming they are requested, to transfer amounts between or among such Tasks to deal with cost underages or overages, but in no event shall the total amount of compensation for all of Consultant's services hereunder exceed the sum of Twenty Nine Thousand Nine Hundred Ninety Five dollars (\$29,995.00). Any additional work or services, not described in the Scope of Services attached hereto, shall not be performed, or paid without prior written authorization by the District.

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

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

3.0 COORDINATION OF WORK

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

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

4.1-01 Workers' Compensation Insurance. By signature hereunder, Consultant certifies that Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

with the provisions of that code, and Consultant will comply with such provisions before commencing the performance or the work of this Agreement.

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

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

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

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

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

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

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

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

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

4.1-03.06 Evidence and Cancellation of Insurance. Prior to execution of the Agreement, the Consultant shall file with the District evidence of insurance satisfactory to the District. The insurer will give by U.S. mail written notice to the District at least thirty (30) days prior to the effective date of any cancellation, except for nonpayment of premium for which ten (10) days prior written notice will

be given. The Consultant shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts of payment of premiums thereon.

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

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

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

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

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

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

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

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

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

4.3 Laws, Regulations and Permits. The Consultant shall exercise all professional care to give

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

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

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from the Effective Date and shall continue until the Tasks authorized or ordered by the District are completed, but in no event shall it extend beyond April 30, 2025, unless extended by mutual written consent, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS

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

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

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

6.4 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the Contract Officer, San Bernardino Valley Conservation District, 1630 W. Redlands Boulevard, Suite A, Redlands, CA 92373-0581, bmiller@sbvwcd.org, and in the case of the Consultant, to David Pizzi, [add contact information, including e-mail].

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

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

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

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

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

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

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

by Consultant and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

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

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

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

SAN BERNARDINO VALLEY
CONSERVATION DISTRICT

By: _____
Betsy Miller, General Manager

Date: _____

CONSULTANT: VERDANTAS

By: _____
[Name, Title]

Date: _____

ATTACHMENT A SCOPE OF SERVICES

Task 1: Compile and extract 2D HEC-RAS modeling results.

Consultant will compile and extract animated results (e.g., depth or water-surface elevation) from HEC-RAS Mapper to assemble into videos. The video files will be used in the presentations. The targeted scenarios include:

Project Typical Hydrograph (PTH) Flood

- Existing Conditions
 - Waterman Basins
 - Twin Creek Spreading Grounds
- Operational Alternative
 - Lynwood Basins
- Grading Alternative 1
 - Waterman Basins
 - Twin Creek Spreading Grounds

Forecast Informed Reservoir Operations (FIRO) Flood

- Existing Conditions
 - Waterman Basins
 - Twin Creek Spreading Grounds
- Operational Alternative
 - Lynwood Basins
- Grading Alternative 1
 - Waterman Basins
 - Twin Creek Spreading Grounds
- Grading Alternative 2
 - Twin Creek Spreading Grounds

Task 2: Prepare draft and final presentations.

Consultant will prepare a draft presentation targeting 20 minutes maximum duration. The presentation will use Microsoft PowerPoint. Consultant will provide one “dry run” practice to the District, address one round of District’s compiled comments, and finalize the presentation.

Task 3: Stakeholder presentations.

Consultant will deliver the presentation at the following five meetings:

1. San Bernardino Valley Water Conservation District Operations Committee
 - a. Projected for March 4, 2025, 3-hour meeting, virtual delivery
2. Joint Technical Committee (Flood and Valley Water)
 - a. Set for March 12, 2025, 1-hour meeting, virtual delivery
3. San Bernardino Valley Water Conservation District Board
 - a. Set for March 12, 2025, 1-hour meeting, virtual delivery
4. PERC Policy Committee

- a. Projected for March 26, 2025, 2-hour meeting, in-person delivery
- b. Includes travel between Fort Collins, CO and San Bernardino, CA
 - i. GSA per diem: 2 nights lodging: \$124/night; 2 days M&IE: \$86/day
 - ii. Roundtrip flight between Denver and L.A.: \$550
 - iii. Miles, tolls, parking, gas: \$170
 - iv. Total ordinary direct travel costs: \$1,140
- 5. Basin Technical Advisory Committee
 - a. Set for April 7, 2025, 0.5-hour meeting, virtual delivery

Task 4: Management. Management of staff, budget, schedule, and invoicing.

**ATTACHMENT B
SCHEDULE OF COMPENSATION**

	\$235	\$165			
Task No. and Description	Sr. PM	Staff Hyd. Eng.	Labor	Ordinary Direct Costs	Subtotal
1. Compile and extract 2DHEC-RAS results	15.5	65	\$14,367.50		\$14,367.50
2. Prepare draft and final presentation	11.5	23	\$6,497.50		\$6,497.50
3. Stakeholder presentations					
SBVWCD Operations Committee	4		\$940.00		\$940.00
Joint Technical Committee	2		\$470.00		\$470.00
SBVWCD Board	2		\$470.00		\$470.00
PERC Policy Committee	16		\$3,760.00	\$1,140.00	\$4,900.00
Basin Technical Advisory Committee	2		\$470.00		\$470.00
4. Management	8		\$1,880.00		\$1,880.00
TOTALS	61	88	\$28,855.00	\$1,140.00	\$29,995.00



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2093

To: Board of Directors

From: Betsy Miller, General Manager

Date: February 12, 2025

Subject: Support for Groundwater Model Updates Undertaken with San Bernardino Valley Municipal Water District and San Bernardino Municipal Water District

RECOMMENDATION

Authorize the General Manager to transfer \$37,500 of District funds to San Bernardino Valley Municipal Water District for exclusive application to contracts with SS Papadopulos and Associates, Balleau Groundwater, and/or Geoscience Support Services to update the groundwater model of the San Bernardino Basin Area and Rialto-Colton Basin as approved by their Board of Directors on January 21, 2025.

BACKGROUND AND DISCUSSION

On November 14, 2018, the Board approved a Partnership Agreement for Joint Active Recharge Project Development under the Upper Santa Ana River Habitat Conservation Plan with San Bernardino Valley Municipal Water District (SBVMWD). This five-year agreement created an important partnership between these agencies, providing conservation easements on Conservation District-owned lands to satisfy anticipated habitat mitigation requirements for the HCP and specifying certain planned recharge projects be analyzed for feasibility by the Conservation District. Minor amendments to the agreement, including an extension through January 8, 2029, were approved by the Board on December 13, 2023, and July 10, 2024. These and other Agreement Transfer Projects were initially termed the Active Recharge Transfer Projects (ARTP) and are now referred to as the Program for the Expansion of Recharge Capacity (PERC).

In 2023, the District applied for and was awarded \$361,117 through the U.S. Bureau of Reclamation's WaterSmart Applied Science Grant program to evaluate the performance of the proposed PERC alternatives under projected climate change scenarios using the Upper Santa Ana River Integrated Model in collaboration with Dr. Zoi Dokou, Ph.D., Assistant Professor of Water Resources Engineering in the Civil Engineering Department at Sacramento State University.

In 2024, SBVMWD, San Bernardino Municipal Water Department, and the Conservation District met to assess our collective future modeling needs. While the needs of each agency vary, all partners benefit by developing and maintaining a common, shared groundwater model for the region. The three agencies developed a Request for Proposals (RFP) to select a qualified consulting firm to refine and calibrate a

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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

portion of the most recent version of the Integrated Model. The specific needs to be addressed in the groundwater model update include refinements in the Pressure Zone of the Bunker Hill Basin and near the Conservation District's recharge areas, along with decreasing the computer run time of the model to better support computer-assisted calibration and developing a graphical user interface to allow use of the model by agency staff.

The Conservation District's needs for the updated model include improved understanding of basin responses to recharge and use of this model for the WaterSmart Applied Science Grant related to the PERC projects.

On January 22, 2025, the Finance and Administration Committee voted to recommend this item to the Board. This item was also discussed by the Operations Committee on January 29, 2025, and the PERC Policy Committee voted to recommend this item to the Board at their meeting on February 5, 2025.

FISCAL IMPACT

Approval of the recommended item would result in an expenditure of \$37,500 from GL 5120, Professional Services.

POTENTIAL MOTIONS

1. Authorize the General Manager to transfer \$37,500 of District funds to San Bernardino Valley Municipal Water District for exclusive application to contracts with SS Papadopulos and Associates, Balleau Groundwater, and/or Geoscience Support Services to update the groundwater model of the San Bernardino Basin Area and Rialto-Colton Basin as approved by their Board of Directors on January 21, 2025.
2. Provide other directions to staff.

ATTACHMENTS

None.



Environmental Update

as of January 31, 2025

Wash Plan Implementation – Management Activities

- Slender-horned Out-planting Trials
 - On January 16, District staff conducted the first round of monitoring of out-planting sites. Unlike in 2024, no slender-horned spineflower were detected during the surveys at either the out-planting trial sites or the reference site due to the recent lack of precipitation.
- BLM Fuels Management Grant
 - On January 23, District staff surveyed areas treated last winter for new growth of non-native grasses in support of planning for the upcoming field season. No new grass growth was detected in the areas treated or the reference sites.

Wash Plan Implementation – Organizational Structure, Planning, and Reporting

- On January 9, District staff participated in the SBKR Annual Meeting hosted by the USFWS. During the online meeting, staff discussed the recent habitat enhancement work implemented by the District in support of SBKR just west of Railroad Line Road in the Wash.
- On January 17, District staff met with the USFWS and USGS to discuss and comment on the survey protocol for SBKR being developed by the agencies for the regional monitoring program to be implemented across the species' range in 2025.

Wash Plan Programmatic Permits

- On January 22, the Santa Ana Water Quality Control Board issued an amended Clean Water Act Section 401 Water Quality Certification and Order for the Upper Santa Ana River Wash Habitat Conservation Plan, Covered Activities. The original Order, issued in 2022, was amended to reflect changes in Covered Activities. The amended Order covers a 20-year period and authorizes impacts to waters of the U.S. and waters of the State from Covered Activities including adaptive management of the Plunge Creek Conservation Project.
- On January 29, the U.S Army Corps of Engineers issued a Standard Individual Permit covering Wash Plan Covered Activities with impacts to Waters of the U.S. The permit addresses the requirements of Section 404 of the Clean Water Act of 1972 and allows for adaptive management of the Plunge Creek Conservation Project. The permit covers a 20-year period through January 28, 2045.
- Discussions among District staff, CDFW, and representatives of both Robertson's Ready Mix and CEMEX continued through January 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.



**San Bernardino Valley
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Plunge Creek Conservation Project

- On January 29, District staff submitted to CDFW the 2024 Annual Compliance and Biological Monitoring Report consistent with the District's Plunge Creek Conservation Project Safe Harbor Agreement No. 2089-2020-002-R6.

Partnership Activities & Training

- On January 13, District staff participated as a member of the Planning Committee supporting the Santa Ana River Science Symposium hosted by San Bernardino Valley Municipal Water District (SBVMWD) at the ESRI Headquarters on January 22 and 23.
- On January 22 and 23, District staff participated in the Santa Ana River Science Symposium hosted by SBVMWD. During the symposium, District staff presented on effective strategies for managing sensitive natural resources and led a field tour of the BLM Fuels Management Grant project.



Engineering Update

as of January 31, 2025

Mentone Shop

- District staff coordinated closely with contractors to complete scopes of work for remaining project work.

Program for the Expansion of Recharge Capacity (PERC)

- The second draft of a Multiple-Objectives Decision-Support System (MODSS) was reviewed in a second stakeholder workshop conducted on Jan. 15, 2025. Feedback on weighting factors for project characteristics was received during the workshop, and an updated version incorporating this feedback was presented to the Operations Committee and the PERC Policy Committee.
- Work is underway on Feasibility Study Report.
- District staff presented their assessment of how much water Forecast Informed Reservoir Operations (FIRO) may provide to the PERC projects to SBVMWD.

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

- Engineering design drafting of four project alternatives is complete.
 - Waterman Grading Alternative.
 - Twin Creek Spreading Grounds Small Grading.
 - Twin Creek Spreading Grounds Large Grading.
 - Lynwood Basins Operational Alternative (small modifications to existing flow features).
- Hydraulic modeling runs and associated analyses are complete.
- Geotechnical reporting is complete.
- Preliminary cost estimates were prepared and are being further refined.
- The project alternative's groundwater-recharge-yield analysis is being done 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.
- 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.
- Groundwater modeling of potential mounding, slope stability and rejection of recharge is underway.
- Preparation of a technical memorandum of flood flow modeling is underway.



**San Bernardino Valley
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Plunge Creek Basins and Oak Creek Basins

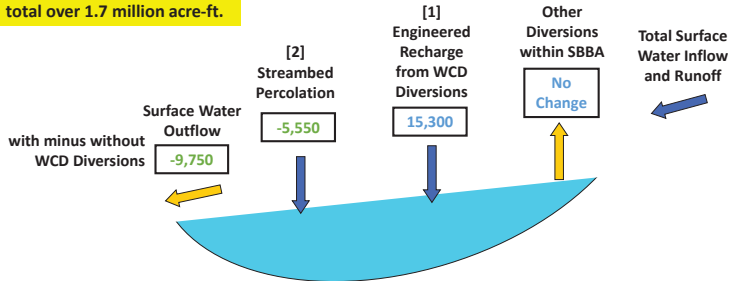
- The second draft report on hydraulic modeling for the three project alternatives (Oak Creek Basins, Plunge Creek Interim Conditions Basins, and Plunge Creek Mined-Condition Basins) is complete.
- Groundwater modeling of the project-alternative groundwater-recharge-yield is complete.
 - The second draft report of Oak Creek groundwater mounding is complete.
 - The second draft report for the Plunge Creek projects is being prepared.
- Conceptual design development for active diversion structures at Oak and Plunge Creek basins is complete.
- Geotechnical reports for each site are complete.
- Conceptual engineering design drafts are underway.
- An outline level draft of the Preliminary Design Report was presented and approved.

Mill Creek Spreading Grounds

- Hydraulic modeling for Alternatives 1, 2, and 3 is complete.
- Preliminary Engineering Design Plan Sheets are underway.
- Updates to the preliminary cost estimates are underway.

Surface Water Budgets – Annual Average ([afy] from 1912 to 2023)

Diversions from 1912 to 2023 total over 1.7 million acre-ft.



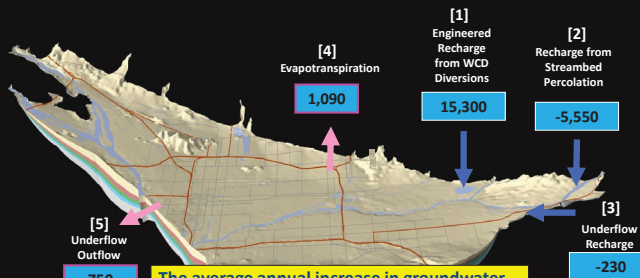
Total Surface Water Inflow and Runoff = 208,600 acre-ft/yr
 Total Diversions (with WCD Diversions) = [1] = 15,300 acre-ft/yr
 Additional Recharge = [1] + [2] = 15,300 + (-5,550) = 9,750 acre-ft/yr

12/5/2024

1

Annual Average Increase in Groundwater Storage (1912 to 2023)

with minus without WCD Diversions, acre-ft/yr



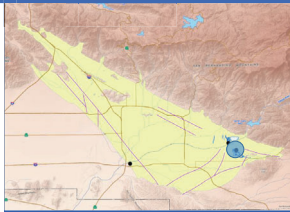
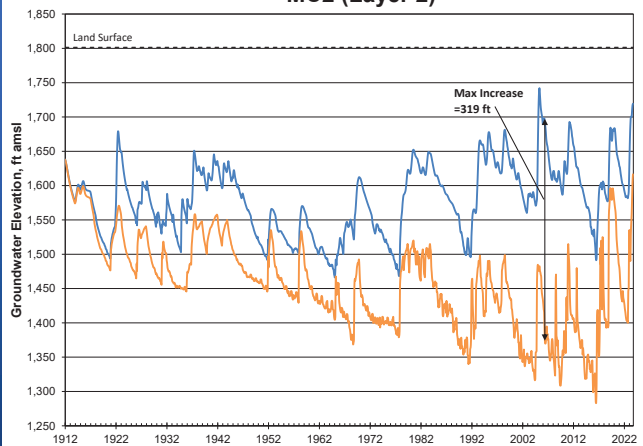
The average annual increase in groundwater storage from 1912 to 2023 is 7,680 acre-ft/yr, due to the WCD diversions.
 Increase in groundwater storage = [1] + [2] + [3] - [4] - [5]
 = 15,300 + (-5,550) + (-230) - 1,090 - 750 = 7,680 acre-ft/yr

12/5/2024

2

Groundwater Model Results (1912-2023)

MC2 (Layer 2)



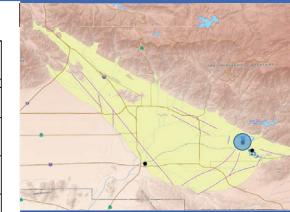
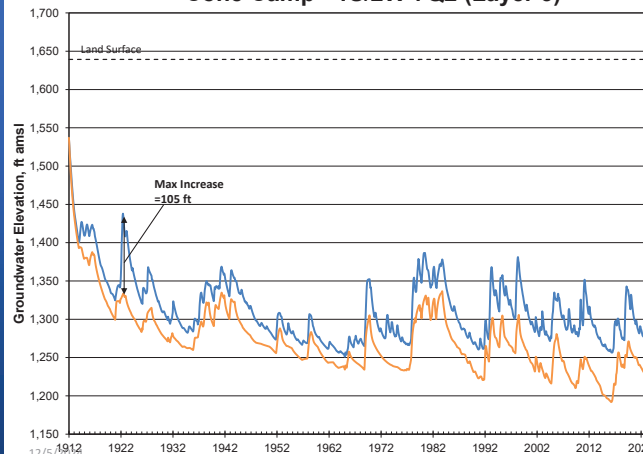
— Model-Calculated (with Conservation District diversions)
 — Model-Calculated (without Conservation District diversions)

12/5/2024

3

Groundwater Model Results (1912-2023)

Cone Camp - 1S/2W-7Q2 (Layer 3)

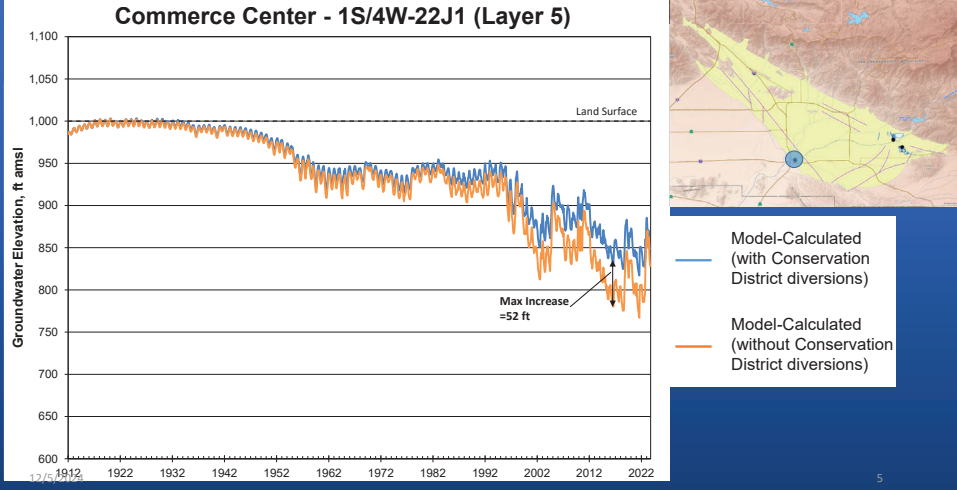


— Model-Calculated (with Conservation District diversions)
 — Model-Calculated (without Conservation District diversions)

12/5/2024

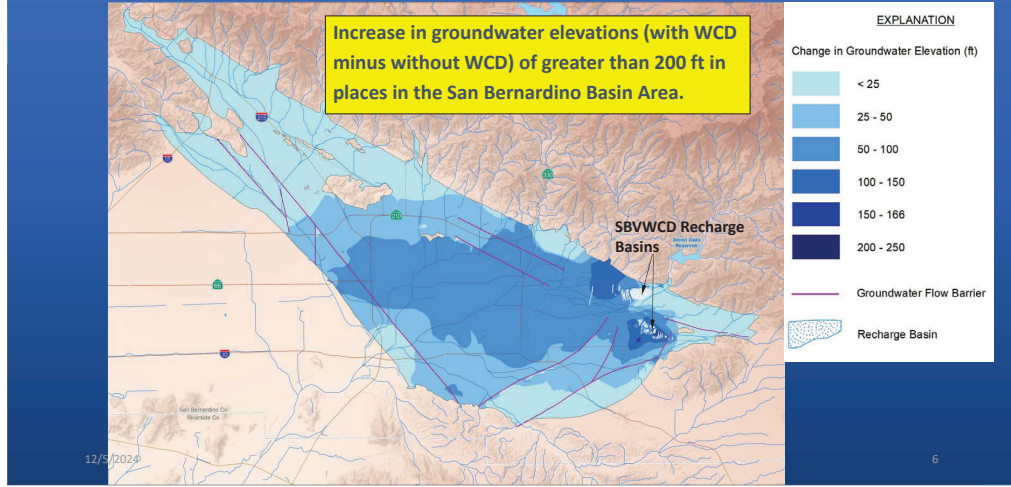
4

Groundwater Model Results (1912-2023)



5

Change in Groundwater Elevation after 112 Years – Dec 2023 (with WCD minus without WCD)



6

General Manager's Report



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

February 2025

Betsy Miller, General Manager

To implement the Board’s Goals and directed actions, significant staff resources were allocated last month to PERC and facilities maintenance.

JANUARY 2025 HIGHLIGHTS

- Section 401 permit for Wash Plan Covered Activities reissued by Santa Ana Regional Water Control Board
- Section 404 permit for Wash Plan Covered Activities issued by U.S. Army Corps of Engineers
- Key tasks were completed for the PERC feasibility studies
- Job announcement posted for the vacant Administrative Analyst role
- Application deadlines closed for the vacant Senior Engineer and Principal Engineer roles

💧 Water Conservation Update 💧

Santa Ana River and Mill Creek continue to receive flows from storms and the State Water Project (SWP). District recharge for WY25 is 17,776 AF to date, including 12,147 of SWP water.

JANUARY 2025 RECHARGE SUMMARY		
Mill Creek	Santa Ana River	Plunge Creek
628 AF <i>(0 AF SWP)</i>	1,444 AF <i>(including 5 AF SWP)</i>	67 AF

Administrative Updates

TOPIC	PERSONNEL	GOAL #	1
<u>Recruitments</u>			
<ul style="list-style-type: none"> • Job announcement for the Administrative Analyst was posted on January 7 with applications due on January 31 • Application deadlines closed for the vacant Senior Engineer and Principal Engineer roles on January 10 			
<u>Anniversaries</u>			
<ul style="list-style-type: none"> • Manuel Colunga reached 24 years of service on February 5 • Tommy Purvis reached nine years of service on February 8 			

<ul style="list-style-type: none"> Milan Mitrovich will reach three years of service on February 16 			
TOPIC	FINANCE		GOAL # 1
<ul style="list-style-type: none"> The Finance and Administration Committee reviewed the draft FY26 Groundwater Enterprise Budget on January 22 			
TOPIC	PROPERTY		GOAL # 1
<ul style="list-style-type: none"> None 			

Project and Program Updates

PROJECT	PROGRAM FOR EXPANSION OF RECHARGE CAPACITY (PERC)		GOAL # 1, 2, 4
<ul style="list-style-type: none"> Mill Creek: Hydraulic modeling is complete Oak Creek and Plunge Creek: Geotechnical and hydraulic modeling reports and conceptual design are complete Waterman, Twin and Lynwood: Hydraulic modeling runs and geotechnical reporting is complete 			
PROJECT	MENTONE SHOP CONSTRUCTION		GOAL # 2
<ul style="list-style-type: none"> 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
<ul style="list-style-type: none"> Federal grant disbursements have been paused at this time 			
PROJECT	FORECAST-INFORMED RESERVOIR OPERATIONS		GOAL # 1
<ul style="list-style-type: none"> None 			
PROJECT	PLUNGE CREEK CONSERVATION		GOAL # 1, 4
<ul style="list-style-type: none"> Total project recharge is 286 AF for the 2025 Water Year to date 			
PROJECT	WASH PLAN HCP		GOAL # 4
<ul style="list-style-type: none"> On January 22, the Santa Ana Water Quality Control Board issued an amended Clean Water Act Section 401 Water Quality Certification and Order for the Upper Santa Ana River Wash Habitat Conservation Plan, Covered Activities, amending the original Order to reflect changes in Covered Activities and incorporate adaptive management of the Plunge Creek Conservation Project 			

- On January 29, the U.S Army Corps of Engineers issued a Standard Individual Permit covering Wash Plan Covered Activities with impacts to Waters of the U.S.

Santa Ana River Wash Plan Land Exchange Act Implementation

- All BLM land transfers have been paused at this time

PROJECT	WILDLANDS TRAILS	GOAL #	3
<ul style="list-style-type: none"> • None 			

Operations & Maintenance Updates

TOPIC	FACILITIES	GOAL #	1
<p>Water recharge operations are focused on:</p> <ul style="list-style-type: none"> • High priority maintenance at the Mill Creek recharge basins 			
TOPIC	AGGREGATE MANAGEMENT	GOAL #	1
<ul style="list-style-type: none"> • Upland Rock continues processing and selling stockpiled sand and rock from District basin maintenance efforts to support efficient recharge operations 			

Partnership Updates

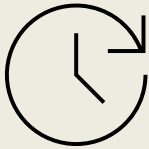
TOPIC	CONSERVATION TRUST	GOAL #	4
<ul style="list-style-type: none"> • None 			
TOPIC	MINING	GOAL #	N/A
<ul style="list-style-type: none"> • CEMEX continues to mine the Plant Site quarry under their lease with the District 			

Communication & Engagement Updates

TOPIC	EDUCATION AND PRESENTATIONS	GOAL #	5
<ul style="list-style-type: none"> • IERCDC presented water conservation education programs on the District’s behalf to a third grade class at Smiley Elementary in Redlands on January 22 • Dr. Mitrovich presented a talk titled How to Effectively Manage our Most Sensitive Natural Resources: A Perspective from Southern California at the Santa Ana River Science Symposium on January 22 • Dr. Mitrovich led a tour of the BLM Fuels Management grant project site for the Santa Ana River Science Symposium on January 23 			

TOPIC	CONFERENCES AND TRAININGS	GOAL #	5
<ul style="list-style-type: none"> • None 			
TOPIC	MEDIA AND LEGISLATIVE ENGAGEMENT	GOAL #	5
<ul style="list-style-type: none"> • None 			

FUTURE ACTIVITIES



Expected short-term items for Board consideration:

- Final Engineering Investigation Report
- General Manager Training
- FY26 Budget Items

TRAVEL AND EXPENSES COST ESTIMATE

Name of Event:	ACWA 2025 Spring Conference & Expo
Event Dates:	5/13/2025 - 5/15/2025
Conference Location:	Monterey, CA
Requested by:	Richard Corneille

GL	GL Name	Cost	Notes
	6401 Directors Fees (\$277)	\$ 831.00	(3 conference days)
	6410 Mileage (.70)	\$ -	(380 miles one way)
	6415 Air Fare	\$ 507.00	(LAX to Monterey)
	6420 Other Travel	\$ -	(Parking/Taxi/Rental Car)
	6425 Meals	\$ 100.00	(Travel day meals, if needed)
	6430 Lodging	\$ 897.00	(3 nights)
	6435 Conference Registration (Full)	\$ 949.00	
	Estimated Total	\$ 3,284.00	

TRAVEL AND EXPENSES COST ESTIMATE

Name of Event:	ACWA 2025 Legislative Symposium
Event Dates:	3/26/2025
Conference Location:	Sacramento, CA
Requested by:	John Longville

GL	GL Name	Cost	Notes
	6401 Directors Fees (\$277)	\$ 277.00	(1 conference days)
	6410 Mileage (.70)	\$ -	
	6415 Air Fare	\$ 358.00	(Ontario to Sacramento)
	6420 Other Travel	\$ -	(Parking/Taxi/Rental Car)
	6425 Meals	\$ 100.00	(travel day meals, if needed)
	6430 Lodging	\$ 360.00	(2 nights)
	6435 Conference Registration	\$ 385.00	
	Estimated Total	\$ 1,480.00	

TRAVEL AND EXPENSES COST ESTIMATE

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Event Dates:	5/13/2025 - 5/15/2025
Conference Location:	Monterey, CA
Requested by:	John Longville

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	Estimated Total	\$ 3,284.00	