

**SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS**

**REGULAR BOARD MEETING
AGENDA.**

**June 11, 2014
1:30-3:30 p.m.**

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

Note: Copies of staff reports and other documents relating to the items on this agenda are on file at the District office and are available for public review during normal District business hours. New information relating to agenda topics listed, received, or generated by the District after the posting of this agenda, but before the meeting, will be made available upon request at the District office and in the Agenda Package on the Districts website.

**CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL**

1. PUBLIC PARTICIPATION

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

2. ADDITIONS/DELETIONS TO AGENDA

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

3. CONSENT CALENDAR

- A. Approval of Board Minutes, May 14, 2014.....5
- B. Approval of Expenditure Report, May 201414

4. COMMITTEE REPORTS /ACTION ITEMS

Finance & Administration Committee

A. BOARD POLICY MANUAL REVISIONS -20 minutes (M#1270)20

Presenter: Vice President McDonald (Chair of the Finance & Administration Committee)

It is the intention of the San Bernardino Valley Water Conservation District to comply with the Americans with Disabilities Act (ADA) in all respects. If you need special assistance with respect to the agenda or other written materials forwarded to the members of the Board for consideration at the public meeting, or if as an attendee or a participant at this meeting you will need special assistance, the District will attempt to accommodate you in every reasonable manner. Please contact Athena Monge at (909) 793-2503 at least 48 hours prior to the meeting to inform her of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

Recommendation: Review, recommend and consider revisions to the Board Policy Manual as suggested by Finance & Administration Committee as well as adopt Resolution No. 511 as prescribed by Ordinance 2014-1.

Ad Hoc GM Evaluation Committee

B. GENERAL MANAGER’S ANNUAL PERFORMANCE REVIEW AND EMPLOYMENT AGREEMENT -15 minutes (M#1271)30

Presenter: President Corneille (Chair of the Ad Hoc GM Evaluation Committee)

Recommendation: The Ad Hoc GM Evaluation Committee recommends the Board approve the Employment Agreement prepared by General Counsel. The agreement revises and extends the General Manager’s contract through June 30, 2015 at an annual salary of \$189,017.

Other Board Actions

C. UNAUDITED FINANCIAL REPORTS, MAY 2014- 2 minutes (M#1272)46

Presenter: Daniel Cozad

Recommendation: Review and approve the unaudited financials for May 2014.

D. JOINT SOLAR PROCUREMENT SANBAG MOU – 10 minutes (M#1273).....53

Presenter: Daniel Cozad

Recommendation: Review and consider approval of the MOU with SANBAG for Joint Solar Procurement Phase II and approve expenditure of Capital costs from Redlands Plaza Reserve of up to \$12,775 to fund final assessment, engineering, procurement, and construction management for the solar installation.

E. CSDA BYLAWS UPDATE – 5 minutes (M#1274).....80

Presenter: Daniel Cozad

Recommendation: Review and vote on the suggested Bylaws update as suggested by CSDA.

F. CONTINUE MSR/LAFCO CONSULTANT SUPPORT – 5 minutes (M#1275).....108

Presenter: Daniel Cozad

Recommendation: Review, approve and authorize the General Manager to contract for technical support in an amount of \$12,000, \$3,000 per month for four (4) months, and then on a month to month basis to support current Municipal Service Review (MSR) and completion of re-instating the District’s sphere of influence through LAFCO.

5. INFORMATION ITEMS:

A. Board Committee Reports- Without Actions – 5 minutes

B. General Manager’s Report – 2 minutes116

C. Wash Plan Report and Special Presentation- 15 minutes119

D. Monthly Recharge Report, May 2014120

E. Future Agenda Items & Staff Task requests from Directors

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

A. Board Member Meeting Reports - 15 minutes121

7. **UPCOMING MEETINGS:**

- | | |
|------------------|--|
| A. June 12, 2014 | Upper Santa Ana Water Resources Association, 9:30 a.m. at District Office |
| B. June 12, 2014 | Ad Hoc Audit Committee, 1:00 p.m. at District Office |
| C. June 13, 2014 | Outreach & Communications Committee, 9:00 a.m. at District Office |
| D. June 13, 2014 | CSDA Education Committee, Sacramento |
| E. June 16, 2014 | Association of San Bernardino County Special Districts, 6:00 p.m., location TBD |
| F. June 17, 2014 | San Bernardino Valley Municipal Water District, 2:30 p.m. at Valley District |
| G. June 25, 2014 | Big Bear Watermaster Committee, 1:30 p.m. at District Office |
| H. June 26, 2014 | Western-San Bernardino Watermaster Collaborative Meeting, 1:30 p.m. at Valley District |
| I. July 1, 2014 | San Bernardino Valley Municipal Water District, 2:30 p.m. at Valley District |
| J. July 4, 2014 | Office Closed in Observance of Independence Day |
| K. July 7, 2014 | Basin Technical Advisory Commission, 2:30 p.m. at Valley District |

8. **CLOSED SESSION**

- A. The Board may convene in Closed Session under Government Code section 54956.8, to discuss real property negotiations, relating to lease terms on portions of property located in the Santa Ana River Wash, and depicted as “Cemex” in Figure 3.7 of the Final Environmental Impact Report for the Upper Santa Ana Wash Land Management and Habitat Conservation Plan, with CEMEX Construction Materials Pacific, LLC. Daniel B. Cozad and David B. Cosgrove are the negotiators for the District. Bryan Forgey, Scott Hess and Christine Jones are the negotiators for CEMEX.

B. Under authority of Government Code section 54956.9 (c), the Board may meet in Closed Session to decide whether to initiate litigation.

9. **ADJOURN MEETING.** The next regular Board meeting will be on July 9, 2014 at 1:30 p.m., at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF May 14, 2014
1:30 P.M.

President Corneille called the Board Meeting of the Board of Directors to order at 1:33 p.m. All present stood for the pledge of allegiance, led by President Corneille.

ROLL CALL:

BOARD MEMBERS PRESENT:

Richard Corneille, President
Melody McDonald, Vice President
David E. Raley, Director
Manuel Aranda, Director
John Longville, Director (Arrival 1:36 p.m.)

BOARD MEMBERS ABSENT:

None

GENERAL COUNSEL PRESENT:

David Cosgrove, Rutan & Tucker, LLP

STAFF PRESENT:

Daniel Cozad, General Manager
Athena Monge, Administrative Services Specialist
Jeff Beehler, Land Resource Manager

GUESTS PRESENT:

Hector Hernandez, Highland Community News
Michelle Diamond, Tetra Tech

1. PUBLIC PARTICIPATION

President Corneille announced this as the time for any persons present, who so desire, to make an oral presentation to the Board of Directors. Hearing none, the meeting continued with published agenda items.

2. ADDITIONS/DELETIONS TO AGENDA

There were no additions or deletions.

3. CONSENT CALENDAR

President Corneille requested that Item A: Board Minutes, April 23, 2014 be pulled from Consent Calendar for discussion.

It was moved by Director Aranda and seconded by Vice President McDonald to approve Item B: Board Workshop Minutes, April 23, 2014 and Item C: Expenditure Report, March 2014. The motion carried with all members present voting in the affirmative.

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

President Corneille indicated that a minor revision will need to be made to Board Minutes.

It was moved by Vice President McDonald and seconded by Director Raley to approve Item A: Board Minutes, April 23, 2014 with minor revisions. The motion carried with all member present voting in the affirmative.

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

4. ACTION ITEMS

A. BOARD POLICY MANUAL REVISIONS

Vice President McDonald reported on Board Policy Manual changes suggested by the Finance & Administration Committee (Committee) at the April 16th meeting. She reviewed the clarifications that were added to the Board Member Meeting Reports Policy (4025.1.1 (e)) for written reports. Mr. Cozad clarified that the purpose of the written report is to bring information back to the Board and when the full Board is present at an event no written report would be required. Mr. Cosgrove clarified that although a written report may not be required by the Board Policy Manual an oral report must be given by at least one director to satisfy statutory reporting requirements. Discussion ensued regarding written and oral reports. Mr. Cosgrove indicated that a director does not have to make an oral report if a written report has been submitted, but they may submit both if they desire. Vice President McDonald stated that the Committee is recommending that any meeting requested by the General Manager be added to the District Requested list as well as any District and mandated training. She also indicated that any Board Policy Manual revisions will require a resolution be adopted to make these revisions. Director Raley asked for a written report to be submitted related to any meetings attended by a Board member at the request of the General Manager. President Corneille requested that Mr. Cozad

include that in his General Manager's report. Mr. Cozad indicated that he will include this in his monthly General Manager's Report.

President Corneille reviewed section 4025.1(b) where it states, "*Director Selected meetings are pre-approved, discretionary meeting that each Director may attend in a number not to exceed (3) per month....*" He suggested that "pre-approved" be removed from this section. Discussion ensued regarding Director Selected meetings. Mr. Cosgrove indicated that his interpretation is that any meetings attended beyond nine per month are not reimbursable for expenses or per diem.

President Corneille suggested that the Board Policy Manual be deferred back to Committee. He recommended revising Policy to state that any meetings beyond nine per month be eligible for expense reimbursement only. President Corneille said that there should be a miscellaneous category under Director Selected. He indicated that it becomes cumbersome to have to obtain prior approval for any meetings outside of the ones listed in Appendix "C". Director Longville suggests that the Committee develop new language related to categorical breakdown of Director Selected meetings and also adopt a policy where expense reimbursements are permissible after reaching the nine meeting threshold. He suggested the Committee consider adding a provision wherein expense reimbursements are only eligible upon being requested to attend meetings outside of the threshold by either the Board President or General Manager. President Corneille suggested that ACWA Region 9 be added to District Requested meetings. It was the concurrence of the Board to defer the Board Policy Manual revisions back to the Finance & Administration Committee's next regular meeting.

B. DISTRICT VEHICLE POLICY ON PERSONAL USE

Vice President McDonald indicated that policy was developed to support the requirements of the ACWA/JPIA's Commitment to Excellence. She indicated that the District did not have a policy on district vehicles and employee personal use. Currently, there are two field staff that drive vehicles to and from district facilities and home. This has been a historic practice by the District. The policy presented today allows for Staff to use district vehicles however prohibits personal use. President Corneille pointed out minor editorial revisions that needed to be made to policy.

It was moved by Director Raley and seconded by Director Aranda to approve District Vehicle Policy on Personal Use with suggested revisions. The motion carried with all directors present voting in the affirmative.

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

C. PER DIEM RESOLUTION SETTING COMPENSATION AND NUMBER OF MEETINGS

Vice President McDonald indicated that Resolution No. 509 changes the meetings back to ten meetings per month as allowed by statute. Mr. Cozad stated that the resolution addresses both the increase in the number of meetings per month, effective July 1, 2014 and the 5% increase in

per diem rate which would be effective January 2, 2015. Vice President McDonald handed out information related to compensation and benefits for other water agencies. She reviewed the document in depth stating that several boards in the water industry receive health, dental, vision, life insurance and pension. Vice President McDonald noted that the District does not offer benefits to the Board; only per diem and expenses. Director Raley indicated that Vice President McDonald made a persuasive case that the District is one of the lower paid District's when you compare the benefits received by others. He indicated that there are other public agencies that are paid less such as cities and school. Director Raley feels that the Board is adequately compensated.

Although Director Raley does not agree with the increase in meetings and compensation rather than keep it from coming to the full Board he supported bringing it to the full Board for discussion. President Corneille concurs with Director Raley in regards to compensation. Director Longville indicated his appreciation to the Board for their frugal spending in tough times and noted that the Board has not received an increase in their per diem rate since 2009. The Board also took measures to reduce their meetings from ten to nine meetings per month in an effort to decrease costs in the past. Director Longville stated that the reduction in the number of meetings was useful and temporary during challenging time for the District. Discussion ensued.

It was moved by Director Longville and seconded by Vice President McDonald to increase the meetings per month that directors are permitted to attend to the statutory allowance of ten meetings per month effective July 1, 2014. The motion carried 4-1, with Director Raley in opposition.

**President Corneille: Yes
Vice President McDonald: Yes
Director Longville: Yes
Director Raley: No
Director Aranda: Yes**

It was moved by Vice President McDonald and seconded by Director Aranda to increase the per diem rate by 5% to \$206 per meeting effective January 2, 2015. The motion carried 3-2 with President Corneille and Director Raley in opposition.

**President Corneille: No
Vice President McDonald: Yes
Director Longville: Yes
Director Raley: No
Director Aranda: Yes**

Staff will bring back two separate resolutions 1) Increase in number of meetings per month and 2) Per diem increase to 5% increasing per diem to \$206 on the Consent Calendar for June 11th Board of Directors meeting for ratification.

D. UNAUDITED FINANCIAL REPORTS, APRIL 2014

Mr. Cozad indicated a slight error on the graph financials and the budget versus actuals.

E. DISTRICT AND ENTERPRISE BUDGET FOR FISCAL YEAR 2014-2015

President Corneille stated that this item was reviewed in detail by Finance & Administration Committee on April 16th. The revisions recommended by Committee were incorporated and reviewed in detail at the April 23rd Budget Workshop.

It was moved by Vice President McDonald and seconded by Director Aranda to approve the District and Enterprise Budget for Fiscal Year 2014-2015. The motion carried with all directors present voting in the affirmative.

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

F. CALPERS CONTRIBUTIONS FOR EMPLOYEES

President Corneille submitted written revisions to Athena Monge. He indicated that the increase that the Board is voting on today is to increase the employee paid contribution from 2% to 2.5% for fiscal year 2014-2015.

It was moved by Vice President McDonald and seconded by Director Aranda to approve Resolution No. 510 with revisions recommended by the Board, increasing the employee paid contribution to 2.5% for fiscal year 2014-2015. The motion carried with all directors present voting in the affirmative.

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

5. INFORMATION ITEMS

A. BOARD COMMITTEE REPORTS-WITHOUT ACTION

There were no reports made.

B. GENERAL MANAGER'S REPORT

Mr. Cozad noted that General Manager's report is included in package. He said that there is no Wash Plan report this month since Mr. Beehler was out sick. The District signed an Easement Agreement with CEMEX and the County previously; therefore materials are being stored in the CEMEX pit. There will be no revenue received for these materials. The grant proposal for the funding the second half of Plunge Creek will not be available. SAWPA will be utilizing funds for turf removal and conservation rate structures. President Corneille asked about the field tour coordination. Mr. Cozad indicated that Riverside Public Utilities toured District facilities and additional partners related to aggregate management. Brief discussion ensued regarding scheduling Supervisor Ramos tour. Director Longville and Aranda volunteered to assist in coordination. President Corneille inquired about East Valley Water District's (EVWD) treatment plant location. Mr. Cozad indicated that EVWD Board is just now beginning their public process for the project. There will be a study performed for their Board's approval. The EIR for the Harmony project is out for review. Mr. Cozad reviewed water and waste water treatment aspects of the EIR; they indicate they will manage stormwater onsite.

C. MONTHLY RECHARGE REPORT, APRIL 2014

Mr. Cozad said that the District has recharged 2500 AF for the year.

D. FUTURE AGENDA ITEMS & STAFF REQUESTS FROM DIRECTORS

Director Raley stated that the presentation that Mr. Cozad gave at the SBVMWD Board Workshop, May 12th was well received pertaining to the Board's drought recommendations. He would like to keep this item on the agenda's so it does not get lost. The item is expected to be on the next agenda for both BTAC and USAWRA meetings.

Director Raley requested that Vice President McDonald bring back information related to the liability of the District when directors are driving their personal vehicles while tending to District business.

6. MONTHLY BOARD MEMBER COMMITTEE ACTIVITY REPORTS, AND/OR COMMENTS BY BOARD MEMBERS

Director Raley attended BTAC where they approved the extension for recycled water pipeline for Redlands and Yucaipa IRWMP addition of projects. They issued a RFP for IRWMP. Additionally, he attended the SBVMWD Board Workshop where Mr. Cozad made a good presentation. The Workshop approved the silver level for the BTAC Drought/Conservation Outreach Program which is \$315,550. Director Raley also attended Redlands Chamber of Commerce Rise N Shine meeting.

Director Aranda attended the Redlands Chamber of Commerce Rise N Shine meeting and indicated that his written reports for May will be included in the June board packet.

Director Longville made no report. He apologized for his inactivity and thanked those active directors for overseeing various meetings. Director Longville also voiced his appreciation for Staff.

Vice President McDonald attended the SBVMWD Board Workshop where they discussed their investment portfolio update. She also attended the ACWA Spring Conference and ACWA/JPIA meetings. ACWA/JPIA presented on claims processing and noted that as a member of ACWA we are automatically a member of NWRA. Vice President McDonald attended mandated sexual harassment training at the conference. She indicated that her written reports will be submitted for ACWA/JPIA and Region 9 meetings for inclusion in June board packet.

President Corneille made no report.

7. UPCOMING MEETINGS

President Corneille indicated that June 5th is the next Advisory Commission meeting. There will be an Outreach Committee meeting scheduled for June 13th at 9 a.m.

8. ADJOURN MEETING

There was no Closed Session item to be discussed.

It was moved by Director Longville and seconded by Vice President McDonald to adjourn. The motion carried with all directors present voting in the affirmative.

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

At 3:23 p.m. the meeting adjourned to the Budget Workshop immediately following this meeting and the next regular Board Meeting scheduled for June 11, 2014 at 1:30 p.m. at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA.

Daniel B. Cozad
General Manager

RESOLUTION NO. 509A

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
AMENDING DISTRICT POLICY TO ALLOW
FOR A 5% INCREASE IN PER DIEM COMPENSATION**

WHEREAS, the Board of Directors of the San Bernardino Valley Water Conservation District adopted Ordinance 2014-1 amending District Policy as to how to process changes to rates previously set annually at the December 11, 2013 Board meeting; and

WHEREAS, Ordinance No. 2010-1 and Ordinance No. 95-1 have been superseded by the adoption of Ordinance No. 2014-1 allowing for any amendments to compensation and number of meetings a director may attend and receive compensation for by passing of resolution foregoing the requirement for a rate setting in December 2014; and

WHEREAS, the Finance & Administration Committee met to review and discuss the current per diem rate and have recommended an increase in the Directors' per diem compensation rate and number of meetings allowed per month; and

WHEREAS, the District Board of Directors has not increased the meeting per diem compensation rate since 2009; and

WHEREAS, the District has surveyed the per diem compensation rate of water conservation districts and nearby public water agencies; and

WHEREAS, the District's current policy allows for a director to attend nine meetings per month and receive compensation at a per diem rate of one hundred and ninety seven (\$197) per meeting.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Each director shall receive compensation for meetings set forth in the Board Policy Manual;

Section 2. The Board per diem rate shall increase by 5% effective January 2, 2015; from One hundred Ninety Seven Dollars (\$197.00) to Two Hundred Six Dollars (\$206.00).

Section 3. Each director shall receive per diem compensation in an amount of two hundred and six dollars (\$206) per meeting for calendar year 2015 for attendance at each regular, adjourned or special meeting of the Board of Directors, as provided for and under the conditions specified in the Board Policy Manual;

PASSED, APPROVED, AND ADOPTED at the regular meeting of the Board of Directors of the San Bernardino Valley Water Conservation District this 14th day of May, 2014, by the following vote:

YES: 3	DIRECTORS: McDonald, Aranda, Longville
NO: 2	DIRECTORS: Corneille, Raley
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Richard Corneille, President

ATTEST:

Daniel Cozad, Secretary

RESOLUTION NO. 509B

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
AMENDING DISTRICT POLICY TO ALLOW AN
INCREASE IN THE NUMBER OF MEETINGS PER MONTH A DIRECTOR MAY
RECEIVE A PER DIEM COMPENSATION FOR**

WHEREAS, the Board of Directors of the San Bernardino Valley Water Conservation District adopted Ordinance 2014-1 amending District Policy as to how to process changes to rates previously set annually at the December 11, 2013 Board meeting; and

WHEREAS, Ordinance No. 2010-1 and Ordinance No. 95-1 have been superseded by the adoption of Ordinance No. 2014-1 allowing for any amendments to compensation and number of meetings a director may attend and receive compensation for by passing of resolution foregoing the requirement for a rate setting in December 2014; and

WHEREAS, the Finance & Administration Committee met to review and discuss the current per diem rate and have recommended an increase in the Directors' per diem compensation rate and number of meetings allowed per month; and

WHEREAS, the District has surveyed the per diem compensation rate of water conservation districts and nearby public water agencies; and

WHEREAS, California Water Code Sections 20201 et seq. authorize a water district to set the number of meetings for which a director may be compensated for not to exceed ten days per month; and

WHEREAS, the District's current policy allows for a director to attend nine meetings per month.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Each director shall receive compensation for meetings set forth in the Board Policy Manual;

Section 2. Pursuant to Section 3 of Ordinance 2014-1, the Board approves a change in Board Policy No. 4025.1 to increase the number of meetings individual Directors are permitted to be compensated for attending per month from nine (9) to ten (10) meetings per month, effective July 1, 2014.

PASSED, APPROVED, AND ADOPTED at the regular meeting of the Board of Directors of the San Bernardino Valley Water Conservation District this 14th day of May, 2014, by the following vote:

YES: 4	DIRECTORS: Corneille, McDonald, Aranda, Longville
NO: 1	DIRECTORS: Raley
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Richard Corneille, President

ATTEST:

Daniel Cozad, Secretary

San Bernardino Valley Water Conservation District

Expenditure Report

May 2014

Num	Date	Name	Account	Class	Original Amount
ACH098ED	05/29/2014	Aranda, Manuel	1012 - Citizens Busine...		-474.19
			6401 - Directors' Fees	4-General Fund Ent.	394.00
			6425 - Meals	4-General Fund Ent.	49.44
			6420 - Other Travel	4-General Fund Ent.	30.75
TOTAL					474.19
ACH099ED	05/30/2014	Melody McDonald	1012 - Citizens Busine...		-1,888.36
			6401 - Directors' Fees	4-General Fund Ent.	1,773.00
			6410 - Mileage	4-General Fund Ent.	115.36
TOTAL					1,888.36
ACH0998	05/21/2014	Aranda, Manuel	1012 - Citizens Busine...		-1,714.50
			6401 - Directors' Fees	4-General Fund Ent.	1,379.00
			6410 - Mileage	4-General Fund Ent.	290.00
			6425 - Meals	4-General Fund Ent.	45.50
TOTAL					1,714.50
19025	05/01/2014	Aaron Pederson	1012 - Citizens Busine...		0.00
TOTAL					0.00
19026	05/01/2014	Aaron Pederson	1012 - Citizens Busine...		-35.00
	04/25/2014		6018 - Janitorial Services	4-General Fund Ent.	35.00
TOTAL					35.00
19027	05/01/2014	Angie J. Quiroga	1012 - Citizens Busine...		-88.71
	05/01/2014		6510 - Mileage	4-General Fund Ent.	78.12
			6525 - Meals	4-General Fund Ent.	10.59
TOTAL					88.71
19028	05/01/2014	Aranda, Manuel	1012 - Citizens Busine...		-197.00
	05/01/2014		6401 - Directors' Fees	4-General Fund Ent.	197.00
TOTAL					197.00
19029	05/01/2014	Arrowhead	1012 - Citizens Busine...		-8.63
	04/24/2014		5460 - Water / Trash / S...	1-Groundwater Ent.	8.63
TOTAL					8.63
19030	05/01/2014	Bob's Plumbing	1012 - Citizens Busine...		-110.00
	04/23/2014		6016 - Redlands Plaza ...	2-Redlands Plaza/...	110.00
TOTAL					110.00
19031	05/01/2014	Corneille, Richard	1012 - Citizens Busine...		-1,011.88
	05/01/2014		6401 - Directors' Fees	4-General Fund Ent.	985.00
			6410 - Mileage	4-General Fund Ent.	26.88
TOTAL					1,011.88

San Bernardino Valley Water Conservation District

Expenditure Report

May 2014

Num	Date	Name	Account	Class	Original Amount
19032	05/01/2014	Day Lite Maintenance, I...	1012 · Citizens Busine...		-623.79
	04/25/2014		6026 · Redlands Plaza ...	2-Redlands Plaza/...	623.79
TOTAL					623.79
19033	05/01/2014	Escoto Construction	1012 · Citizens Busine...		-1,700.00
	04/08/2014		6016 · Redlands Plaza ...	2-Redlands Plaza/...	1,700.00
TOTAL					1,700.00
19034	05/01/2014	JAN-PRO Cleaning Sys...	1012 · Citizens Busine...		-778.00
	03/28/2014		6016 · Redlands Plaza ...	2-Redlands Plaza/...	160.00
	05/01/2014		6018 · Janitorial Services	4-General Fund Ent.	618.00
TOTAL					778.00
19035	05/01/2014	Lowe's Companies, Inc.	1012 · Citizens Busine...		-104.16
	04/25/2014		6016 · Redlands Plaza ...	2-Redlands Plaza/...	104.16
TOTAL					104.16
19036	05/01/2014	Redlands Plumbing, Inc.	1012 · Citizens Busine...		-200.00
	04/22/2014		6016 · Redlands Plaza ...	4-General Fund Ent.	200.00
TOTAL					200.00
19037	05/01/2014	U.S. Bank Equipment F...	1012 · Citizens Busine...		-327.34
	04/22/2014		6033 · Office Equipmen...	4-General Fund Ent.	245.51
			6033 · Office Equipmen...	1-Groundwater Ent.	16.37
			6033 · Office Equipmen...	2-Redlands Plaza/...	49.10
			6033 · Office Equipmen...	3-Land Resources	16.36
TOTAL					327.34
19038	05/01/2014	Verizon California-6637	1012 · Citizens Busine...		-36.48
	03/13/2014		5470 · Internet Services	4-General Fund Ent.	18.24
			5470 · Internet Services	1-Groundwater Ent.	10.94
			5470 · Internet Services	2-Redlands Plaza/...	1.82
			5470 · Internet Services	3-Land Resources	5.48
TOTAL					36.48
19039	05/01/2014	Verizon California - 2503	1012 · Citizens Busine...		-33.12
	03/19/2014		5440 · Telephone	4-General Fund Ent.	23.18
			5440 · Telephone	1-Groundwater Ent.	9.94
TOTAL					33.12
19040	05/01/2014	Verizon California -7275	1012 · Citizens Busine...		-276.46
	03/19/2014		5440 · Telephone	4-General Fund Ent.	129.49
			5440 · Telephone	1-Groundwater Ent.	55.49
			5470 · Internet Services	4-General Fund Ent.	45.74
			5470 · Internet Services	1-Groundwater Ent.	27.44
			5470 · Internet Services	2-Redlands Plaza/...	4.57
			5470 · Internet Services	3-Land Resources	13.73
TOTAL					276.46

San Bernardino Valley Water Conservation District

Expenditure Report

May 2014

Num	Date	Name	Account	Class	Original Amount
19041	05/14/2014	Peter Valentine	1012 · Citizens Busine...		-52.08
			6230 · Regular Salaries		52.08
TOTAL					52.08
19042	05/20/2014	ACWA/JPIA	1012 · Citizens Busine...		-9,122.49
	05/08/2014		6110 · Vision Insurance	4-General Fund Ent.	22.81
			6110 · Vision Insurance	1-Groundwater Ent.	72.22
			6110 · Vision Insurance	2-Redlands Plaza/...	7.24
			6110 · Vision Insurance	3-Land Resources	21.14
			6110 · Vision Insurance	5-Wash Plan	18.55
			6130 · Dental Insurance	4-General Fund Ent.	107.84
			6130 · Dental Insurance	1-Groundwater Ent.	341.55
			6130 · Dental Insurance	2-Redlands Plaza/...	34.25
			6130 · Dental Insurance	3-Land Resources	99.98
			6130 · Dental Insurance	5-Wash Plan	87.76
			6150 · Medical Insurance	4-General Fund Ent.	1,334.61
			6150 · Medical Insurance	1-Groundwater Ent.	4,227.02
			6150 · Medical Insurance	2-Redlands Plaza/...	423.94
			6150 · Medical Insurance	3-Land Resources	1,237.40
			6150 · Medical Insurance	5-Wash Plan	1,086.18
TOTAL					9,122.49
19043	05/20/2014	Assoc. San Bernardino...	1012 · Citizens Busine...		-20.00
	05/19/2014		6425 · Meals	4-General Fund Ent.	20.00
TOTAL					20.00
19044	05/20/2014	BIA/Baldy View Chapter	1012 · Citizens Busine...		-190.00
	05/12/2014		6435 · Conf/Seminar R...	4-General Fund Ent.	95.00
			6535 · Conf/Seminar R...	4-General Fund Ent.	95.00
TOTAL					190.00
19045	05/20/2014	Castro Landscaping Se...	1012 · Citizens Busine...		-500.00
	04/30/2014		6015 · Mentone House ...	2-Redlands Plaza/...	200.00
			6026 · Redlands Plaza ...	2-Redlands Plaza/...	300.00
TOTAL					500.00
19046	05/20/2014	Citizens Business Bank	1012 · Citizens Busine...		-1,401.99
	05/14/2014		6002 · Website Adminis...	4-General Fund Ent.	219.99
			6004 · Meeting Expenses	4-General Fund Ent.	17.36
			6004 · Meeting Expenses	1-Groundwater Ent.	5.79
			6027 · Computer Suppli...	4-General Fund Ent.	63.97
			6027 · Computer Suppli...	1-Groundwater Ent.	18.28
			6027 · Computer Suppli...	2-Redlands Plaza/...	9.14
			6030 · Office Supplies	4-General Fund Ent.	188.78
			6030 · Office Supplies	1-Groundwater Ent.	11.80
			6030 · Office Supplies	2-Redlands Plaza/...	23.60
			6030 · Office Supplies	3-Land Resources	11.80
			6039 · Postage and Ov...	4-General Fund Ent.	17.08
			6039 · Postage and Ov...	1-Groundwater Ent.	7.76
			6039 · Postage and Ov...	2-Redlands Plaza/...	3.11
			6039 · Postage and Ov...	3-Land Resources	3.10
			6060 · Outreach	4-General Fund Ent.	69.22
			6060 · Outreach	1-Groundwater Ent.	55.37
			6060 · Outreach	3-Land Resources	13.84

San Bernardino Valley Water Conservation District

Expenditure Report

May 2014

Num	Date	Name	Account	Class	Original Amount
			6430 · Lodging	4-General Fund Ent.	659.50
			6520 · Travel, Other (re...	4-General Fund Ent.	2.50
TOTAL					1,401.99
19047	05/20/2014	Cozad, Daniel B	1012 · Citizens Busine...		-319.65
	05/19/2014		6510 · Mileage	4-General Fund Ent.	659.68
			6525 · Meals	4-General Fund Ent.	119.97
TOTAL					779.65
19048	05/20/2014	Day Lite Maintenance, I...	1012 · Citizens Busine...		-144.00
	05/01/2014		6026 · Redlands Plaza ...	2-Redlands Plaza/...	144.00
TOTAL					144.00
19049	05/20/2014	Edison - 7241	1012 · Citizens Busine...		-60.81
	05/13/2014		5420 · Electricity	4-General Fund Ent.	17.03
			5420 · Electricity	1-Groundwater Ent.	12.16
			5420 · Electricity	2-Redlands Plaza/...	31.62
TOTAL					60.81
19050	05/20/2014	Edison - 8812	1012 · Citizens Busine...		-191.64
	05/02/2014		5420 · Electricity	4-General Fund Ent.	53.66
			5420 · Electricity	1-Groundwater Ent.	38.33
			5420 · Electricity	2-Redlands Plaza/...	99.65
TOTAL					191.64
19051	05/20/2014	Edison - Redlands Plaza	1012 · Citizens Busine...		-209.14
	05/02/2014		6026 · Redlands Plaza ...	2-Redlands Plaza/...	209.14
TOTAL					209.14
19052	05/20/2014	Edison -5552	1012 · Citizens Busine...		-250.02
	05/10/2014		5420 · Electricity	4-General Fund Ent.	62.00
			5420 · Electricity	1-Groundwater Ent.	44.29
			5420 · Electricity	2-Redlands Plaza/...	115.15
			5420 · Electricity	2-Redlands Plaza/...	11.64
			5420 · Electricity	2-Redlands Plaza/...	16.94
TOTAL					250.02
19053	05/20/2014	EnviroMine, Inc.	1012 · Citizens Busine...		-579.51
	05/06/2014		5120 · Misc. Profession...	3-Land Resources	579.51
TOTAL					579.51
19054	05/20/2014	Highland Area Chambe...	1012 · Citizens Busine...		-30.00
	05/20/2014		6425 · Meals	4-General Fund Ent.	30.00
TOTAL					30.00

San Bernardino Valley Water Conservation District

Expenditure Report

May 2014

Num	Date	Name	Account	Class	Original Amount
19055	05/20/2014	Home Depot	1012 · Citizens Busine...		-226.54
	04/28/2014		5210 · Equipment Maint...	4-General Fund Ent.	11.38
			5215 · Property Mainten...	4-General Fund Ent.	98.55
			6016 · Redlands Plaza ...	2-Redlands Plaza/...	116.61
TOTAL					226.54
19056	05/20/2014	Klean Power Optimum ...	1012 · Citizens Busine...		-304.95
	05/16/2014		6026 · Redlands Plaza ...	2-Redlands Plaza/...	304.95
TOTAL					304.95
19057	05/20/2014	Netsteller	1012 · Citizens Busine...		-450.00
	05/01/2014		5160 · IT Support	4-General Fund Ent.	165.01
			5160 · IT Support	1-Groundwater Ent.	239.99
			5160 · IT Support	3-Land Resources	45.00
TOTAL					450.00
19058	05/20/2014	Progressive Real Estat...	1012 · Citizens Busine...		-2,016.00
	05/08/2014		6020 · Vacancy Marketi...	2-Redlands Plaza/...	2,016.00
TOTAL					2,016.00
19059	05/20/2014	Randy L. Scott	1012 · Citizens Busine...		-1,612.50
	04/30/2014		5122 · Wash Plan Profe...	5-Wash Plan	1,612.50
TOTAL					1,612.50
19060	05/20/2014	RBF Consulting	1012 · Citizens Busine...		-34,000.00
	02/05/2014		5122 · Wash Plan Profe...	5-Wash Plan	34,000.00
TOTAL					34,000.00
19061	05/20/2014	San Bernardino & Riv ...	1012 · Citizens Busine...		-325.60
	05/12/2014		4066 · Redlands Plaza ...	2-Redlands Plaza/...	325.60
TOTAL					325.60
19062	05/20/2014	Smart & Final	1012 · Citizens Busine...		-198.09
	04/27/2014		6019 · Janitorial Supplies	4-General Fund Ent.	33.26
			6019 · Janitorial Supplies	1-Groundwater Ent.	22.18
			6004 · Meeting Expenses	4-General Fund Ent.	106.99
			6004 · Meeting Expenses	3-Land Resources	35.66
TOTAL					198.09
19063	05/20/2014	Stanley Steemer Califor...	1012 · Citizens Busine...		-305.00
	05/13/2014		6026 · Redlands Plaza ...	2-Redlands Plaza/...	305.00
TOTAL					305.00
19064	05/20/2014	Star Auto Parts	1012 · Citizens Busine...		-14.89
	04/30/2014		5215 · Property Mainten...	1-Groundwater Ent.	14.89
TOTAL					14.89

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06/03/14

San Bernardino Valley Water Conservation District

Expenditure Report

May 2014

Num	Date	Name	Account	Class	Original Amount
19065	05/20/2014	Valero Marketing & Sup...	1012 · Citizens Busine...		-962.35
	05/02/2014		5320 · Fuel	1-Groundwater Ent.	962.35
TOTAL					962.35
19066	05/20/2014	Verizon California-4860	1012 · Citizens Busine...		-411.13
	04/28/2014		5440 · Telephone	4-General Fund Ent.	249.30
			5440 · Telephone	1-Groundwater Ent.	106.83
			5470 · Internet Services	4-General Fund Ent.	27.50
			5470 · Internet Services	1-Groundwater Ent.	16.50
			5470 · Internet Services	2-Redlands Plaza/...	2.75
			5470 · Internet Services	3-Land Resources	8.25
TOTAL					411.13
19067	05/20/2014	Verizon California-8398	1012 · Citizens Busine...		-38.34
	05/04/2014		5410 · Alarm Service	4-General Fund Ent.	19.17
			5410 · Alarm Service	1-Groundwater Ent.	19.17
TOTAL					38.34
100081N	05/20/2014	PERS	1012 · Citizens Busine...		-4,584.95
	05/09/2014		6170 · PERS Retirement	4-General Fund Ent.	668.84
			6170 · PERS Retirement	1-Groundwater Ent.	2,131.94
			6170 · PERS Retirement	2-Redlands Plaza/...	209.01
			6170 · PERS Retirement	3-Land Resources	627.04
			6170 · PERS Retirement	5-Wash Plan	543.44
			2102 · Pers Retirement ...	4-General Fund Ent.	404.68
TOTAL					4,584.95



SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

Email: info@sbvwcd.org
www.sbvwd.org

Memorandum No. 1270

To: Board of Directors

From: General Manager, Daniel Cozad

Date: June 11, 2014

Subject: Board Policy Manual Revisions

RECOMMENDATION

Review, consider revisions to the Board Policy Manual as suggested by Finance & Administration Committee as well as adopt the revised Resolution No. 511 as prescribed by Ordinance 2014-1.

BACKGROUND

The Finance & Administration Committee met on March 19th and April 16th and discussed the Board Policy Manual and recommended policy changes that are designated in Resolution No. 511. The policy changes are recommending modifications to Section 4025-Expense Reimbursement of Directors and Appendix "C". The recommended changes reduce ambiguity previously identified by the Committee pertaining to Board Member Meeting Reports allowing one written report to be submitted in the event multiple directors are in attendance and no written report needed where all member are in attendance. Staff suggested the removal of language providing for quorum and another requirement for seven directors since the reduction of the Board has been achieved leaving the Board at five directors.

At the Board meeting on May 14th the suggested revisions were reviewed and deferred back to Committee for additional revisions and clarification as suggested by the Board. The Committee met to review and discuss additional revisions on June 4th. The Committee discussed the discussion of the Board and suggested the following changes:

The Committee recommends changes to Appendix "C" and Section 4025 as follows:

- Clarify 10 meetings as set in Resolution No. 509B
- Clarify local Expenses as local mileage, meals, and parking
- Clarify Travel as conference registration, airfare car rental, hotel or etc.
- Confirm Director Selected meetings remain at 3 per month
- Clarify Board Member written reporting is not needed when All Board members are in attendance
- Revised Appendix C to maintain limits on meetings and continue to limit Board expenses

BOARD
OF
DIRECTORS

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

Division 3:
Manual Aranda, Jr.
Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL
MANAGER

Daniel B. Cozad

The Table below summarizes the eligibility for Per Diem, Expenses, and Travel:

District Requested	Director Selected
▪ Per diem up to 10 meetings	▪ Per diem up to 3 meetings
▪ “Expenses”-Meals, mileage, and parking paid	▪ “Expenses”- local mileage, meals, , and parking paid for all meetings attended
▪ “Travel”-hotel, air, registration, car rental paid with estimate and Board approval only if listed as board designated	▪ All “Travel” costs must be approved by Board

FISCAL IMPACT

Clarifications do not appear to have an identifiable fiscal impact.

San Bernardino Valley Water Conservation District

POLICY HANDBOOK

POLICY TITLE: Directors Expense Policy
POLICY NUMBER: 4025

4025.1 Eligible Compensation Reimbursement. Directors' compensation shall be in accordance with the California Water Code. The Board enacted Ordinance 20104-01 and a companion Resolution No. 509A 457 setting forth the compensation of Board Directors and Resolution No. 509B setting the maximum number of compensated meetings to nineteen per month. Any District Requested or Director Selected meetings beyond ten per month are eligible for reimbursement -of expenses only; which exclude travel expenses. The District shall compensate Directors for attendance at approved District Requested and Director Selected meetings in accordance with the following:

(a) District Requested meetings

District requested meetings are pre-approved, organizations that the Board has determined as essential for participation. The Board designates a primary and alternate; the alternate only attends if the primary indicates they are unavailable to attend. Any additional Board member attending is only eligible for reimbursement of eligible Expense (local mileage, meals, and parking) or per diem compensation as a Director Selected meeting. A cost estimate must be presented for Travel (conference registration, airfare car rental, hotel or etc.) to the Board in advance at its regularly scheduled Board meeting for approval for meetings listed in Appendix "C" as "Set by Board Action".

(b) Director Selected meetings-Maximum of 3

Director Selected meetings are pre-approved, discretionary meetings that each Director may attend in a number not to exceed (3) per month, and are eligible for meeting per diem compensation and eligible expense (local mileage, meals, and parking) reimbursement. Reimbursement for travel expenses-cost ((conference registration, airfare car rental, hotel or etc.)such as meeting registration, airfare and hotel) for any Director Selected meeting shall be paid only upon prior approval of the Board in advance. A cost estimate must be presented to the Board in advance at regular scheduled Board meetings for approval.

Compensation - Directors shall receive compensation for each District Requested meeting indicated in Appendix "C," Roster of Organizations and Committees with Assigned

Representatives. The amount of compensation shall be established by a resolution of the Board as required by Ordinance 2014-1.

- (d) Meeting Definition - For the purpose of determining compensation for Directors only, a "meeting" is defined as a District Requested or Director Selected activity of several parties conducting business related to the parties, of which the District is a party. A simple phone call is not a meeting, but a scheduled teleconference conducted between the parties in lieu of an agenda meeting is a "meeting." Conducting research, involvement in a discussion, or discussion by telephone in preparation for a meeting is also not a "meeting."
- (e) Any and all meetings in a single day where a Director is representing the District, qualifies for compensation for only one meeting.
- (f) Compensation for serving on another agency board of directors is the responsibility of that other agency. However, if serving on that other agency's board of directors is a direct result of appointment by the District Board of Directors, then attendance at meetings of both agencies on one day would be compensated as one day's pay, which would be paid by the District, and compensation from the other agency would not be permitted.

4025.1.1 Eligible Expense Reimbursement.

- (a) District Requested - The District shall reimburse Directors for costs incurred related to approved attendance at District Requested meetings, seminars, or conferences, as provided herein.

Travel Costs~~Expenses~~ eligible for reimbursement shall be limited to (1) registration or tuition costs, or other charges for participation in the District Requested listed in Appendix "C"; (2) transportation to and from the event, including airfare, car rental, or mileage for use of Director's own automobile, and other miscellaneous transportation costs (shuttle, taxi, etc.); (3) lodging at the event rate or the State/Federal rate for the area; and (4) limited costs of meals. Out of state travel shall be prohibited without specific Board approval, ~~(i.e.: Association of California Water Agencies' (ACWA) Washington, D.C. Conference, etc.).~~

- (b) Director Selected - The District shall reimburse Directors for costs incurred related to approved attendance at Director Selected meetings, seminars, or conferences, as provided herein.

Expenses eligible for reimbursement shall be limited to (1) mileage for use of Director's own automobile or reasonable airfare if a lower cost, and other miscellaneous transportation costs (shuttle, parking, etc.); (2) limited costs of meals. Reimbursement for other Travel expenses~~(conference registration, airfare car rental, hotel or etc.) (such as meeting registration, airfare and hotel)~~ for any Director Selected meeting shall be paid only upon prior approval of the Board in advance. A cost estimate must be presented to the

Board in advance at a regularly scheduled Board meetings for approval. Out of state travel shall be prohibited without specific Board approval, ~~(i.e.: Association of California Water Agencies' (ACWA) Washington, D.C. Conference, etc.~~

- (c) Exceptions - Any other costs incurred by the Director shall be at the expense of the Director, as a Director Selected meeting, unless, because of unusual circumstances, the Board, in its discretion, determines that any additional cost shall be authorized as an expense of the District.

Directors must include per diem request with cost proposals for the following Conferences/ Forums:

Association of California Water Agencies Conferences
Sacramento/Washington DC Legislative Forums
California Special Districts Association Annual Conference

- (d) Mileage - Directors shall be reimbursed for mileage on the basis of total miles driven for business purposes and at the rate specified in the Internal Revenue Code in effect at the time of the vehicle usage. The District will reimburse the lesser cost of mileage reimbursement as described above or the lowest reasonable airfare and related costs to the travel location.
- (e) Board Member Meeting Reports – Directors are required by government code to report meetings for which they are compensated. The Board has determined it is appropriate for some meetings to have written reports. Board members shall submit a written Board Member Meeting Report, in a format acceptable to the Board, for all compensated meetings which are indicated in Appendix C, as Written Report Required. Written reports that are submitted with expense reports will appear in the next monthly Board Package and payment will be processed. If not submitted with expense report payment of expenses will not be made until the report is submitted or the Board specifically approves payment. Oral reports will not be tracked by staff. Written reports may be submitted for any meeting, at the discretion of the director, even if not required in Appendix C. When multiple directors attend a function it is sufficient that one written report be submitted. In the event all directors are in attendance at a function no written report is required.
- (f) Service Day – A director may claim and be paid per diem for one travel day to or from a District Requested meeting where overnight stay is required to participate, as approved by the Board. A Director may also request and be paid a per diem for critical District Requested functions as a meeting.

APPENDIX “C”

Roster of Organizations and Committees with Assigned Representatives

District Requested Meetings

District Requested Meetings are organizations that the Board has determined as essential for participation. The Board designates a primary and alternate; the alternate only attends if the primary indicates they are unavailable to attend. Included are all District Board meetings and Standing and Ad Hoc committees the member is appointed to. Attendance by another Board member, other than the primary or alternate designee, may only be eligible for per diem compensation as a Director Selected meeting. ~~Director Selected travel reimbursements (including meeting registration, airfare and hotel) for any Board member attending any of the following meetings as a Director Selected meeting shall be paid only upon prior approval of the Board.~~ Travel costs include conference registration, airfare car rental, hotel or similar reimbursable costs. Meeting Expenses include local mileage, meals, and parking. A cost estimate (Travel and Per Diem) must be presented to the Board in advance at its regularly scheduled Board meeting for approval for those meetings listed as “Set by Board Action”. Any District Requested or Director Selected meetings beyond ten per month are eligible for reimbursement of Expenses only; which exclude travel expenses. California Government Code requires Board members to report on each compensated meeting outside of meetings District Board or Committee meetings ~~of the District~~. The reports are generally made orally at regular Board Meetings, as designated in the Agenda. However, the Board has designated some meetings as Written Report Required (WRR) shown below.

<u>Organization/Committee</u>	<u>Report Required</u>	<u>Primary/Alternate</u>
1. Association of California Water Agencies/JPIA	Oral	McDonald/Aranda
2. Association of California Water Agencies (Spring/Fall Conferences)	WRR	Set by Board Action
3. California Special Districts Association Annual Conference **	WRR	Set by Board Action
4. California Special Districts Association	WRR	Aranda/No Alternate

Legislative Days

5. Association of San Bernardino County Special Districts	WRR	Aranda/McDonald
6. Special Presentations [only one per month per director]	WRR	All Board Limited
<u>7. ACWA Region 9 Meetings</u>	<u>WRR</u>	<u>All Board Limited</u>
7.8. Basin Technical Advisory Committee	Oral	McDonald/Aranda
8.9. SBVMWD Advisory Commission on Water Policy	Oral	Corneille/Raley
9.10. SBVMWD Board Meetings	Oral	McDonald/Corneille
10.11. Santa Ana Sucker Task Force	Oral	McDonald/Aranda
11.12. Upper Santa Ana Water Resources Association	Oral	Aranda/McDonald
12.13. Wash Plan Task Force	Oral	Raley/Corneille
13.14. Big Bear Watermaster Committee (Court Appointed Attendee-Cozad)	Oral	Raley/Corneille
14.15. Meeting(s) Requested by the General Manager	Oral	All Board Limited
15.16. Any District Required/Mandated Training	Oral	All Board Limited

Organization/Committee's selected by Outside Organization subject to Board Approval

Other ACWA/CSDA Activities:

<u>Organization/Committee</u>	<u>Report Required</u>	<u>Primary/Alternate</u>
a. Sacramento Legislative Forums	WRR	Set by Board Action
b. Washington DC Legislative Forum	WRR	Set by Board Action
c. Groundwater Committee-ACWA	WRR	Corneille/McDonald*
d. State Legislative Committee	WRR	McDonald/Longville
e. Communications Committee-ACWA	WRR	Aranda/No Alternate
f. Water Management Committee	WRR	McDonald/Corneille

g. CSDA Finance Committee**	WRR	Raley/No Alternate
h. CSDA Education Committee**	WRR	Aranda/No Alternate

*Only one member should attend meeting on behalf of the District

** If appointed and while appointed by the CSDA Board.

Director Selected Meetings - Maximum of 3

The Director Selected meetings are pre-approved; discretionary meetings that each Director may attend, in a number not to exceed three (3) per month, and are eligible for meeting per diem compensation and eligible Eexpense (local mileage, meals, and parking) reimbursement. Directors may attend more than three (3) Director Selected meetings in a single month; such attendance will be eligible only for reimbursement of Eexpenses, and ineligible for meeting per diem reimbursement. Reimbursement for Ttravel expenses (conference registration, airfare car rental, hotel or etc.)~~(including meeting registration, airfare and hotel)~~ for any Director Selected meeting shall be paid only upon prior approval of the Board. A cost estimate must be presented to the Board in advance at a regularly scheduled Board meetings for approval. Expenses are subject to limitations provided for in the Board Policy Handbook Section 4025.1 for all Director Selected meeting.

Organization

Report Required

A. Redlands Chamber of Commerce	WRR	Director Selected
B. Highland Area Chamber of Commerce	WRR	Director Selected
C. Loma Linda Chamber of Commerce	WRR	Director Selected
D. Mentone Chamber of Commerce	WRR	Director Selected
E. San Bernardino Chamber of Commerce	WRR	Director Selected
F. Various Water Related Meetings	WRR	Director Selected

RESOLUTION NO. 511

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT ADOPTING REVISIONS TO THE BOARD POLICY MANUAL

WHEREAS, The Board of Directors (Board) of the San Bernardino Valley Water Conservation District as required by Ordinance No. 2014-1 must pass by resolution and adopt any revisions made to the Board Policy Manual of the Board of Directors of the San Bernardino Valley Water Conservation District; and

WHEREAS, the Finance & Administration Committee met on March 19th, April 16th and June 4th to identify revisions recommended to be made to Board Policy Manual; and

WHEREAS, questions have arisen in the application of the written and oral reporting requirements set out in Section 4025.1.1 (e), which may lead to confusion regarding the necessity of, and potential duplication of effort on, written reports called for under that section; and

WHEREAS, the objective of the written reports are to share information with other directors and to comply with Government Code meeting reporting requirements, and these objectives can be met with a single report when all directors are present at the same meeting, and

WHEREAS, the existing policy does not explicitly recommend Board Members collaborate on meeting reports as efficiency would suggest; and

WHEREAS, while the existing policy allows Board members to be paid for meetings whose attendance by the Director(s) is requested by the General Manager, Directors are ineligible to be compensated for the meeting if they have previously used their three Director Selected meetings for the month; and

WHEREAS, the District's prior stated goal of reduction in the number of Board members from seven to five is fully implemented; and an update to the Board Policy Manual to reflect that change is appropriate; and

WHEREAS, the attendance of Directors at various water related meetings is permissible but is not explicitly outlined in existing policy; and

WHEREAS, the District's custom practice has allowed for Directors to be reimbursed for out of pocket expenses when per diem is not paid, but it is not explicit in the manual.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of San Bernardino Valley Water Conservation District does hereby adopt revisions to the Board Policy Manual as follows:

- A. Section 4025.1.1 (e) is amended to add to the end of the section the following "When multiple directors attend a function it is sufficient that one written report be submitted. In the event all directors are in attendance at a function no written report shall be required."
- B. Clarifying language has been added to indicate that the District will provide compensation for Expenses, as defined therein, only; excluding Travel cost, also defined therein beyond the statutory 10 per month.
- C. Appendix "C" is revised to specify that all District Required/Mandated Educational or Ethical Training sessions or meetings, and meetings where attendance of a Director is specifically requested by the General Manager, shall be listed and compensated as District Requested meetings.
- D. Appendix "C" is revised to indicate Directors may be compensated as Director Selected meeting for other meetings not listed which are clearly water related.

E. All references to Seven Directors listed in the existing Board Policy Manual shall be revised to reflect five directors.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors this 11th day of June 2014, by the following vote:

YES:	DIRECTORS:
NO:	DIRECTORS:
ABSTAIN:	DIRECTORS:
ABSENT:	DIRECTORS:

Richard Corneille, President

ATTEST:

Daniel B. Cozad, Secretary



SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

Email: info@sbvwcd.org
www.sbvwd.org

Memorandum No. 1271

To: Board of Directors

From: Ad Hoc GM Evaluation Committee

Date: June 11, 2014

Subject: General Manager's Annual Performance Evaluation and Employment Agreement

RECOMMENDATION

The Ad Hoc GM Evaluation Committee recommends the Board approve the Employment Agreement prepared by General Counsel. The agreement revises and extends the General Manager's contract through June 30, 2015 at an annual salary of \$189,017.

DISCUSSION

The Ad Hoc Committee for General Manager's Evaluation met on May 21, 2014 to review the performance of the General Manager and to determine an appropriate salary for the 2014-2015 fiscal year. The Ad Hoc Committee worked with counsel to revise the contract prepared for consideration in this item.

Additionally, the Ad Hoc Committee reviewed Resolution No. 493 which defines the responsibilities and authority of the General Manager. There were no revisions suggested to Resolution No. 493 at this time. Minutes prepared by the Ad Hoc Committee are attached.

FISCAL IMPACT

The Agreement provides for salary and benefits within the approved budget for Fiscal Year 2014-2015.

BOARD
OF
DIRECTORS

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

Division 3:
Manual Aranda, Jr.
Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL
MANAGER

Daniel B. Cozad

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

MINUTES OF THE ADHOC COMMITTEE MEETING

FOR GENERAL MANAGER PERFORMANCE REVIEW

May 21, 2014 at 10:00 AM

AD-HOC COMMITTEE MEMBERS PRESENT:

Richard Corneille, Board President

Melody McDonald, Board Vice President

STAFF PRESENT:

Daniel Cozad, General Manager

1. DISCUSSION

Board President Corneille said the purpose of the meeting was for the annual performance evaluation of the General Manager. President Corneille suggested to first discuss the status of Board Priorities for the period from July 1, 2013 to June 30, 2014. This will help determine if a merit bonus of up to 5% of total current annual salary should be paid to the General Manager as provided for in Section 5 of his employment agreement, and for the setting of a merit raise in base salary for a new employment agreement for the period from July 1, 2014 to June 30, 2015. Provisions in the new agreement would then be discussed.

Mr. Cozad reviewed the status of each item in the priority lists. For the 2013 priorities all of the items are either completed or underway. Several are ongoing as they cover more than one year or are in the process of review by an outside agency. For the 2014 priorities all of the Board priorities are ongoing with the exception of the Wash Plan- Draft Implementing Agreement. This will be developed early in the next Fiscal Year. The sphere of influence reinstatement and municipal service review has been combined and is under LAFCO review with an expectation of a determination this summer. The Wash Plan is moving forward, but is about 2 months behind the initial schedule due to refinements of covered activities by Task Force members, and regulatory agency input. The final completion date in 2015 should still be okay and a revised schedule is being prepared to show recovery. The Mining Agreement update is ongoing, but due to the Board's decision regarding arbitration, the schedule is extended. Other ongoing priority items include the Enhanced Recharge Support for SBWMD, the East Branch Extension Construction, and the award of the Plunge Creek Conservation project design. All Redlands Plaza Units are now leased.

Based on this review of the Board's Priorities and their status, the Ad hoc Committee recommends that Mr. Cozad receive a 5% cash bonus for his performance during the term of his existing agreement to be

paid upon approval of the Board. In addition the Committee recommends that the provision for up to a 5% of total salary cash bonus be included in his employment agreement for the period of July 1, 2014 to June 30, 2015. It was noted by President Corneille that a bonus does not impact the base salary received by Mr. Cozad.

President Corneille said he continues to be extremely impressed with Mr. Cozad's performance and management skills. He noted that he talked to three of the District's senior staff and they all are pleased with how the District is being managed. They said Mr. Cozad is open to staff ideas and input, and provides positive feedback and direction. He also is a calming influence on staff. President Corneille noted that his positive relationships with our groundwater partners, regulatory agency staff, and the community is a major benefit to the District. His financial management is also excellent and a major reason why the District is now in good financial shape.

Vice President McDonald said she is also very pleased with Mr. Cozad's performance and management style. She said that she is especially pleased with his mentoring and development of staff. She sees the staff as a highly functioning team due to Mr. Cozad's management style. She also noted his relationships and contacts are exceptional.

With regard to areas for improvement President Corneille said that back-checking of documents could still be improved. Also, President Corneille mentioned that Mr. Cozad could be more visionary.

Salary was then discussed. It was agreed that Mr. Cozad should receive the 1.8% COLA included in the budget approved at the May 14, Board Meeting. Mr. Cozad provided a table of General Manager's salaries for regional and local agencies in Southern California. Mr. Cozad's current salary is in the lower quarter of the list. Based on his performance and with the provision for a bonus a merit increase in salary of 3 to 4% was discussed.

With respect to the Employment Agreement for the next fiscal year, Mr. Cozad is okay with a one year agreement. Mr. Cozad will provide the current accrued vacation days in Section 7 Vacation. It was agreed that there are no changes required in Resolution 493, the General Manager's responsibilities and authority.

2. RECOMMENDATION

In summary, the performance of Mr. Cozad has been exceptional and he has met all Board priorities for the period from July 1, 2013 to June 30, 2014. The Ad hoc Committee recommends to the Board that Mr. Cozad receive a cash bonus of 5% of total salary for performance of \$8,975 under his current employment agreement.

For Mr. Cozad's employment agreement for the period from July 1, 2014 to June 30, 2015 the Committee recommends that the provision for up to a 5% of total salary cash bonus for performance based on the District's Board priorities be included. The Committee also recommends a 1.8% COLA as approved in the annual budget and a 3.5% merit increase for a total 5.3% increase resulting in a new salary of \$189,017.

3. ADJOURN

There being no further business the meeting was adjourned at 12:25 PM.

Prepared by:

Richard Corneille

Board President

AGREEMENT FOR EMPLOYMENT OF GENERAL MANAGER

This AGREEMENT FOR EMPLOYMENT OF GENERAL MANAGER (“Agreement”) is entered into effective on the 1st day of July, 2014 (“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 Daniel B. Cozad (“Employee”) on the terms and conditions stated herein.

1. Duties of Employee

A. District hereby agrees to employ Employee, and Employee hereby accepts employment with District, as District’s General Manager. Employee shall perform all of the managerial duties of the District, including, but not limited to, all of those duties set forth in Resolution No. 493, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, and as may be amended. Employee shall perform such other legally permissible and proper duties as may be necessary or beneficial to manage and conduct the District’s business and operations, as the District’s Board of Directors may assign or require. Employee agrees to fulfill and abide by the terms of Resolution No. 493 and by all of the other District’s adopted policies and procedures. Employee specifically will work to implement the Board of Director’s approved Strategic Plan, Policies and priorities established each January including any additions or changes to the priorities made by the Board from time to time.

B. It is expressly understood that Employee shall be required to devote requisite to the business of the District during the term of this Agreement, but may also continue to pursue existing and future professional consulting clients during his tenure as General Manager of District, provided, however, District consents in advance to such third party retention or employment. Employee shall not, either as an employee, employer, consultant, agent, principal, planner, stockholder, corporate officer, director, or any other individual or representative capacity, engage or participate in any business that is in competition with, or in conflict in any manner whatsoever with, the business, projects, or official positions of the District. During the effective term of this Agreement, Employee shall provide written notice to the Board President of any prospective client or other business for whom Employee proposes to contract or otherwise perform work, at least five (5) business days prior to accepting such contract or employment. The Board President shall determine, in the exercise of reasonable discretion, whether a conflict of interest exists or is likely to arise from the Employee’s prospective third-party contract or employment and the work that Employee is or may reasonably be expected to provide for the District. In the event the Board President determines no such conflict exists, the General Manager may accept such contract or employment. In the event the Board President determines such a conflict exists, the General Manager shall either decline to accept such contract or employment, or defer such acceptance until the question of the existence of a conflict of interest can be referred to the full Board of Directors for determination. The Board’s determination on this matter shall be final, and binding on both parties. This Agreement shall not be interpreted to prohibit Employee from making personal investments, conducting private business affairs, or pursuing personal political activities, so long as such

activities do not materially interfere with the duties and services Employee is required to perform under this Agreement.

2. Term of Agreement and At-Will Status

A. Employee shall serve at the pleasure of the District's Board of Directors and is specifically employed on an "at-will" basis. Employee's employment hereunder may be terminated at any time by a majority vote of the District's Board of Directors, with or without cause.

B. This Agreement shall commence as of July 1, 2014, and shall remain in effect until June 30, 2015, unless terminated earlier in accordance with the provisions of this Agreement.

3. Termination

This Agreement may be terminated by District at any time, with or without cause, consistent with Employee's at will status. This Agreement may be terminated by Employee upon no less than 30 days written notice to the President of the Board of Directors of the intent to resign, retire, or otherwise separate from employment with the District. In the event of such termination by Employee, Employee's employment shall be terminated at the end of the 30-day period, unless District's Board of Directors determines, in its sole discretion, to designate the operative date of the termination at an earlier date. Employee and District may, by mutual agreement, extend Employee's termination date beyond the 30-day notice period.

Upon termination or other separation from employment with the District, Employee shall be paid all accrued salary and benefits, including a pro rata monthly amount for any partial year, and for all accrued, unused vacation and sick leave. Upon termination or separation, Employee shall turn over to the District all District's property, including, but not limited to, any credit cards, computer hardware or software, and all files, reports, or presentation materials.

4. Disability

In the event Employee becomes permanently disabled or is otherwise unable to perform his duties, as determined by a physician designated by the District's Board of Directors, because of sickness, accident, injury, mental incapacity or health issue for a period of six (6) successive weeks, District shall have the option to terminate this Agreement within the provision and limitations of the Family and Medical Leave Act of 1993 29 U.S.C. 2601 *et seq.* In the event of such termination, Employee shall be compensated for all accrued sick leave, vacation, holidays, and any other accrued benefits on the same basis as any other employee of the District pursuant to the District's Employee Handbook.

5. Salary

Employee shall be paid as determined by the Board of Directors, in accordance with District's standard payroll procedures. Employee's salary shall be increased from the formerly applicable salary rate by 1.8% for COLA as approved in the annual budget, and by a merit increase of 3.5%, for a total 5.3% increase, resulting in a new salary applicable through the term

of this Agreement of One Hundred Eighty Nine Thousand, Seventeen Dollars (\$189,017) annually, effective from the Effective Date. Employee's performance shall be subject to review by the District's Board of Directors, or any committee of the Board to which such responsibility has been delegated, and shall occur at least once before the first anniversary of the Effective Date. Such review shall serve as the basis for any consideration of extension of this Agreement and any adjustments to Employee's salary or other benefits. Employee's annual performance shall be evaluated before the first anniversary of the Effective Date, and a merit bonus of up to 5% of total salary, in addition to the One Hundred Eighty Nine Thousand, Seventeen Dollars (\$189,017) annually, may be paid to the Employee based on performance toward the District priorities listed in Section 1. A. above. It shall be the responsibility of Employee to work with the Board President to place Employee's reviews and consideration of salary adjustments on a meeting agenda for consideration by the Board of Directors in a timely fashion.

6. Uniqueness of Services

Employee 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 be compensated for in monetary damages.

7. Vacation

As of May 21, 2014, Employee has accrued approximately 37 days of unused vacation. Employee shall accrue additional vacation at a rate of 1.67 days per month of completed employment as stipulated in the Personnel Manual for all employees except the Manager may accrue vacation without limitation during the term of employment and may at any time elect to cash out some or all of currently accrued vacation.

8. Sick Leave

Sick leave is a protection to Employee granted by District to assist Employee in times or circumstances of illness, incapacity, or physical adversity, and is intended to serve as a protection for Employee's health and welfare; it is not an earned right to time off of work. Employee shall accrue sick leave at a rate of one (1) day per month of completed employment as stipulated in the Personnel Manual for all employees except the Manager may accrue sick time without limitation during the term of employment and may at any time elect to cash out for compensation some or all of currently accrued sick time. As of pay period ending May 21, 2014, Employee has accrued approximately 37 days of unused sick leave.

Any sick leave which has accrued but is unused and not cashed out by Employee at the time of termination of Employee's employment shall be treated in the same manner as sick leave upon termination for District's employees, as provided for in the District's Employee Handbook in effect at the time of Employee's termination of employment.

9. Mileage Reimbursement

Employee shall reimbursed for actual mileage travelled in Employee's own automobile, for such meetings and other events as District reasonably requires Employee to attend. Mileage

for commuting to and from employee's residence to the District offices shall not be eligible for reimbursement. Reimbursement shall be at the IRS forced mileage rate then in effect. Employee shall maintain collision and liability insurance on any automobile Employee uses for any District business, at Employee's own expense, with coverage no less than \$100,000 per occurrence, \$300,000 per incident. Employee shall be responsible for any income tax or other taxes resulting from any personal use of the District's technology.

10. Retirement and Other Benefits

Employee shall be provided medical, dental, and vision benefits under District's medical and health insurance policies in effect as of the Effective Date, at District's expense, and as such medical and health insurance benefits may change through action of the District's Board of Directors, over the course of Employee's employment. In addition, Employee shall be provided with retirement benefit contributions covering both the employer and percentage of the employee cost in accordance with District Policy applicable to District's employees, at District's expense under District's PERS retirement plan participation, at the 2.5% at 55 rate in effect on the Effective Date, and as may be thereafter be amended or further defined by District's Board of Directors.

11. Expense Reimbursements

Employee may receive reimbursement for expenses incurred by Employee in the direct prosecution of the District's business, as may be approved by the District's Board of Directors. Such expenses may be reimbursed regularly as they are incurred, and submitted to the Board monthly for ratification, or otherwise processed in compliance with any policies or procedures the District's Board of Directors has adopted or may adopt, which are applicable to the General Manager. Employee shall be provided with cellular phone reimbursement allowance in accordance with District Policy applicable to District's employees. In all cases, final approval of all such expenses rests with the District's Board of Directors, in its sole and absolute discretion.

12. Integration

This Agreement contains the entire agreement between the District and Employee, and supersedes any and all prior negotiations, representations, or agreements, oral or 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.

13. 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 to waiver or relinquishment of that right or power for all or any other times.

14. Governing Law

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

15. Severance

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

Dated: _____, 2014

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____
Richard Corneille, President
“District”

Dated: _____, 2014

Daniel B. Cozad
“Manager”

ATTACHMENT

Exhibit A Resolution 493

RESOLUTION NO. 493

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT SUPERSEDING RESOLUTIONS NO 347, 441 AND 459, AND DEFINING THE RESPONSIBILITIES AND AUTHORITY OF THE GENERAL MANAGER

WHEREAS, the General Manager (Manager) of the San Bernardino Valley Water Conservation District ("District") is employed by the Board to serve as the Chief Executive of the District and is responsible for: implementing the decisions of the Board; determining and executing administrative policies through subordinate Managers; supervising the operations and staffing of the District as prescribed by the Board; managing all engineering, planning, design and inspection for construction activities; and supervising and controlling the administrative, operational and financial affairs of the District, including all administrative, executive and ministerial powers not specifically reserved by law for the Board of Directors, General Counsel or District Auditor.

NOW THEREFORE, BE IT RESOLVED that the responsibilities and authority of the Manager shall be as follows:

A. Director-Manager Relations. The Board of Directors will deal with the administrative services of the District only through the Manager. Neither the Board of Directors nor any Director will give orders or direct subordinates of the Manager. The Manager shall take his or her orders and instructions from the Board of Directors, and only in a duly held meeting of the Board of Directors, and no individual Director will give any orders or instructions to the Manager, except the officers of the District acting within the scope of their respective offices, or as otherwise permitted under provisions of the Board's Policy Manual.

B. Authority Over Employees. The Manager will have the authority to control and give directions to all employees and to consultants. The Manager will also hire, remove, promote, and demote any and all employees of the District, consistent with the District's Personnel Manual. The Manager will coordinate with District's General Counsel, but General Counsel will be hired, supervised, or removed only by the Board of Directors.

C. Manager's Power and Duties. The Manager is the administrative head of the San Bernardino Valley Water Conservation District, under policy direction and control of the Board of Directors. He or she is responsible for the administration of all the affairs of the District under his or her control. In addition to general administrative powers, the Manager's powers and duties shall include, but not be limited to the following:

1. Employee Positions and Job Classifications. It shall be the duty of the Manager to propose District employee positions and job classifications, subject to approval or amendment by the Board of Directors.

2. Attendance at Board Meetings. It is the duty of the Manager to attend all regular and special meetings of the Board of Directors, unless excused. The Manager is expected to be available to respond to emergency situations outside of normal business hours, and it shall be understood that no overtime or compensatory time will be allowed for such service.

3. Financial Reports. It is the duty of the Manager to keep the Board of Directors fully advised as to the financial condition and needs of the District. The Manager shall be responsible for maintaining the District's books of accounts, and will arrange to have said books audited at the end of each fiscal period by an independent auditor. It is the duty of the Manager to prepare the monthly accounting reports of the District's revenues, expenditures, and comparisons of both to yearly budgets, for presentation to the Board in connection with the Board's regular meetings.

4. Budget. It is the duty of the Manager to prepare the annual budget and submit it to the Board of Directors no later than the Board's regular meeting in May of the fiscal year preceding the year for which the budget is prepared. The Manager shall contain

expenditures to the limit of the budget unless otherwise directed by the Board, and shall establish a system of accounting for expenditures. The Manager shall regularly review the status of the budget with the Board, and propose appropriate corrective action if revenues or expenditures vary materially from the approved budget.

5. Purchasing. It is the duty of the Manager to be responsible for the purchase of all supplies and equipment for the District. The General Manager's discretionary expenditure authority, without the requirement of prior Board of Directors' approval, is Twenty Five Thousand Dollars (\$25,000.00): for capital assets, professional services, maintenance, equipment vehicles and supplies subject to budget limitations. In cases of emergency, the General Manager may contract for construction work, services, or the purchase of materials without competitive bidding or prior Board approval. If possible, the General Manager will attempt to seek the concurrence of the Board President or Vice President prior to awarding any emergency contract. If the Board President and Vice-President are unavailable, the General Manager will attempt to seek the concurrence of another member of the Board of Directors. For purposes of this paragraph, "emergency" is defined as those circumstances requiring immediate work, services, equipment, materials, supplies, or construction to prevent the immediate interruption or cessation of necessary District services or to safeguard life, property or the public health and welfare. The General Manager must report on the award of any such contract for emergency work, services, or materials at the next meeting of the Board of Directors.

i) any expenditures in excess of Twenty Five Thousand Dollars (\$25,000.00), shall be submitted to the Board of Directors for approval.

Except as may relate to emergency expenditures under subparagraph (ii) above, no such expenditures shall be made by the Manager unless consistent with the budget adopted for the fiscal year in which the expenditures are made. The Manager shall report to the Board of Directors an itemized listing of all expenditures, made pursuant to any of the authorizations stated above, in the monthly check register at each regular meeting of Board, specifying the amount, the payee, and the budget category of expenditure.

6. Public Complaints. It is the duty of the Manager to investigate all complaints concerning the administration and operations of the District and report his findings to the Board of Directors. In the event the complaint concerns the Manager, the manager shall immediately refer the complaint to the Board President and General Counsel.

7. Public Property. It is the duty of the Manager to exercise general supervision over all property belonging to the San Bernardino Valley Water Conservation District, including administrative offices, field offices, storage facilities, spreading grounds, and all other properties and facilities. the Manager shall regularly review the status, condition, capacity, and efficiency of the District's property, and shall report to the Board any recommendations for new facilities, maintenance or repair of existing facilities, upgrades or modifications, to same, and all other matter s pertaining to District property. It is the duty of the Manager to accept, on behalf of the District, easements, and other real property rights and interests required for performance of the District's legitimate functions. By way of this resolution, the manager is delegated the authority to execute the form of District's formal acceptances of all instruments, deeds, easements, conveyances, etc. whose transfer is otherwise approved by the Board.

8. Hours of Employment. It shall be the duty of the Manager to devote his or her, full time efforts to the duties of the office. Any outside employment shall be set out in the terms of the Employment Contract of the General Manager and approved by the Board of Directors. The Manager shall see that the office is open to the public regularly in accordance with the posted hours or as needed.

9. Payment of Bills. Salaries of employees of the District will be paid when due, and may be paid without Board approval. All other bills will be paid with the approval of the Board of Directors.

10. Preparations for Board Meetings. It is the duty of the Manager to see that notice of all meetings, agendas, and staff reports or other agenda-related materials are timely delivered to the individual members of the Board, to the District's General Counsel, and to all persons who have requested such notice in writing. The Manager will be responsible for

providing the services of a recording secretary at all Board Meetings and he or she will supervise the preparation of the agenda, minutes and resolutions of all regular and special meetings.

11. Correspondence. It is the duty of the Manager to reply to all correspondence to the District, except letters addressed to the Board of Directors requiring a Board President or Vice-President's signature, unless such authority is delegated to the Manager. The Manager will keep the members of the Board of Directors informed by furnishing copies or memoranda of appropriate replies or notices.

12. Reports to the Board.

i) It is the duty of the Manager to prepare an annual report reviewing the District's overall status including all financial, personnel and general policy subjects. Such report will review District activities on a fiscal year basis.

ii) It is the duty of the Manager to provide a monthly report of District activities at the regular Board Meetings.

iii) It is the duty of the Manager to prepare such reports or information as is required by approved agreements or plans, to which the District is a party, as to water conservation and water spreading operations of the District, including daily flow reports, , water rights license filings, and similar information.

iv) It is the duty of the Manager to oversee the planning, data collection compilation calculations for the District's Annual Engineering Investigation, Report prepared in connection with the District's annual Groundwater Charge, and to provide revenue and expense reports as well as a proposed budget and backup for a full accounting of the charge collection, application, and justification of any rate adjustment activities in connection with the Groundwater Charge.

13. Filing. It is the duty of the Manager to see that the District's files are kept up to date.

14. Committee Meetings. It is the duty of the Manager to attend all Board of Directors' committee meetings, unless otherwise instructed.

15. Urgent Issues. It is the duty of the Manager to call to the attention of the President urgent problems or situations not under the authority of the Manager, which must be resolved prior to the next regular Board meeting.

16. News Media. It is the duty of the Manager to prepare and dispense such press releases as depict the activities of the District.

17. District's Website. It is the duty of the Manager to ensure that the District's website contains current and relevant information about District activities consistent with the District's Communications Plan and legal posting requirements.

18. Manager's Activities. It is the duty of the Manager to report his or her activities at the regular Board meetings.

19. Comments on Pending Legislation or Policy Matters. The General Manager may, from time to time, comment upon proposed statutes, regulations, or other legislative or quasi-legislative acts, or other items of policy facing or affecting the District or its operations, when such acts directly impact the District and its functions. Comments shall conform to the District Strategic Plan and Annual Goals. If there is any question about the position of the District and to the extent the need for comment on such acts rises without sufficient time for the General Manager to consult the Board President or Vice-President, or Board of Directors, the General Manager may comment upon such acts to the legislative or quasi-legislative body considering them, or the persons, institutions, corporations, or agency or agencies implicated in the policy matter, on District letterhead, consistent with what the General Manager perceives to be in the District's best interest. No such comment shall reflect that the General Manager's position as stated in the comment is the position of the Board of Directors, unless the Board of Directors has so authorized the General Manager. In the event the General Manager undertakes to comment on such acts in the manner provided herein, a copy of any and

all communications so made shall be provided to the Board of Directors at its next regularly scheduled meeting for ratification.

20. Additional Duties. It is the duty of the Manager to perform such other duties and exercise such other powers as may be delegated to him or her from time to time by resolution or other action of the Board of Directors.

D. Removal of Manager. The removal of the Manager shall be only upon a vote by a majority of the then-sitting members of the Board, taken at a meeting held in compliance with Government Code Sections 54950 et seq.

E. Title of General Manager. The Manager is authorized to use the title "General Manager and Board Secretary" of the San Bernardino Valley Water Conservation District.

F. Reimbursement for Expenses. The Manager will be reimbursed for all reasonable sums incurred by him or her in the performance of his or her duties, in a manner consistent with, and following the same procedures specified for, reimbursement of Directors in the Board Policy Manual. Reimbursement will be made when an itemized expense voucher setting forth the sums expended has been presented to the Board of Directors for approval. The District will reimburse the Manager for the use of his or her personal automobile at the established rate per mile while on District business.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Board of Directors of the San Bernardino Valley Water Conservation District this 29th day of April, 2013, by the following vote:

YES: 7

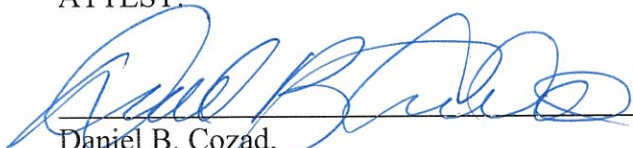
NO:

ABSTAIN:

ABSENT:


Richard Corneille, President

ATTEST:


Daniel B. Cozad,
General Manager/Board Secretary

Attachment 2 SBVWCD Board Priorities 2014

January 2014 Approved

Updated 5/30/14

No.	Area or Item	Status	Board Priority	Target Completion	Resources	Links	Plan Goal #	Estimate
1	Sphere of Influence Reinstatement Approval	Ongoing	1	Aug-14	👤👤 \$\$	➡	3	Ongoing
2	Municipal Service Review <i>Combined with #1</i>	Ongoing	1	Aug-14	👤👤👤 \$	➡	3	Ongoing
3	Wash Plan - EIS progress for Public Hearing	Ongoing	1	Jun-14	👤👤 \$\$	➡	2	Jun-14
4	Wash Plan - Draft Implementing Agreement	Innitiating	1	Aug-14	👤👤 \$\$	➡	2	Dec-14
5	Wash Plan - Reinitiate Fed. Action for Land Transfer	Discussions	1	Dec-14	👤👤 \$\$	➡	2	Ongoing
6	Wash Plan - Draft Trail Concept Plan Efforts	Planning	1	Oct-14	👤👤👤 \$	➡	5	Ongoing
7	Enhanced Recharge Support SBVMWD/WMWD	Env. Permitting	1	2015	👤👤👤 \$	➡	1	Ongoing
8	Mining Agreement Updates - Cemex	Ongoing	1	Apr-14	👤👤 \$	➡	2/3	Ongoing
9	East Branch Extension Easement and Construction	Ongoing	1	2014	👤👤 \$\$	➡	2	Ongoing
10	Plunge Creek Conservation Project Design	Awaiting Award	2	Dec-14	👤👤 \$\$	➡	1/4	Ongoing
11	District of Distinction/Transparency Certificate	Initiated	2	May-14	👤👤 \$\$	➡	3	Ongoing
12	Invasive Plant Removal Project	Planning/Pilot	2	Nov-14	👤👤 \$\$\$	➡	1	Next FY
13	Develop Equipment & Mill Creek CIP	Staff/Engineer	2	Jul-14	👤👤👤 \$	➡	1	Aug-14
14	Leasing of Redlands Plaza Units	Advertising	2	--	👤👤 \$\$	✓	3	Complete
15	Support Outreach/Conservation	Ongoing	2	--	👤👤 \$\$	✓	4	Ongoing
16	Staff and Organizational Development and Training	Ongoing	3	May-14	👤👤 \$	➡	6	Ongoing
17	Aggregate Management - Multi Year Agreement	RFP List	3	Jul-14	👤👤 \$	➡	2	Aug-14
18	Greenspot Road Coordination	Construction	3	Oct-14	👤 \$	➡	7	Ongoing
19	Harmony Development	Coordination	3	2016	👤 \$		7	Ongoing
20	Support Regional IRWM update	Ongoing	3	Mar-14	👤👤👤 \$	✓	6/7	Jul-14

1	Must Do 2014	Groundwater
2	Do based on resources	District/GFE
3	If possible, as needed	Land/Wash Plan

On Schedule
Watch
Caution

San Bernardino Valley Water Conservation District

Major Accomplishments for FY 2013-14

REGIONAL AGREEMENTS/COOPERATION

- Implementing Enhanced Recharge Agreement- SBVMWD & WMWD
- Implementing East Branch Extension Easement - DWR & SBVMWD
- Inland Empire Resources Conservation District- MOU and Joint Projects
- East Valley Water District Cooperative Shared Services – MOU and Joint Projects
- Wash Plan Task Force Agreement Amendment – All 10 entities approved
- SAWPA OWOW Plunge Creek Project - Selected, Awarded and Contracting
- Section 6 USFWS/CDFW Grant Application – Recommended by USFWS
- Upper SAR Watershed IRWMP update, participated and two new sections completed
- Participant in the River HCP group with SBVMWD and seven other agencies
- Mill Creek CIP and Equipment planning initiated
- Trails meetings with Cities and County initiated, with planning for concept plan

GOVERNANCE

- Implementation of Board changes, handbook changes and elections
- Cooperative Agreements and participation with other agencies
- Regional support for re-establishment of Sphere of Influence
- Community Strategic Plan Finalized and Approved
- Board Training in Governance and Board Evaluation and Improvement
- District of Distinction and Transparency Certificate Application
- Supported Sphere application, Municipal Service review and financial Indicators

FINANCES

- Clean Financial Audit for Fiscal 2012/13
- Balanced Budget for Fiscal 2013/14 and cost saving amendment & 2 year budget cycle
- Operations savings and one time revenue funding significant contributions to reserves
- Implemented full enterprise program, overhead rate, rent allocation & wash plan fund
- Balanced Budget presented with minimal rate increase for 2014-15
- RFP and selection process for District Auditor and agreement
- Leased one additional RP unit

OPERATIONS

- Continued improvement of in-house preparation of the Engineering Investigation
- Automation of and Enhancements to the Daily Flow Report
- In-house staff cleaning several basins, canal maintenance and support of EBX-2
- Dike D Restoration and removal of EBX-2 spill of silt
- Procurement and acquisition of new Tractor-Loader
- Repairs of damage to Mill Creek and coordination of leaks and issues
- Invasive species removal pilot completed and year 1 program developed and budgeted

WASH PLAN

- Wash Plan Lead Agency Agreement, SBVWCD, BLM and USFWS
- Presentations and updates to all communities and groups on Wash Plan
- Planning for press and tours for Wash Plan

STAFF

- Transitioned Ryan Hejka to a real engineering job
- Welcomed Jeff Beehler, land resources manager
- Added interns: Emerald Mancilla, Erin Berger, Katelyn Scholte, Gustavo Gomez and Beth Mende
- Supported staff training and education
- Continued staff development and expansion of duties

OUTREACH

- Conservation Outreach
 - Well Owners Guide to Conservation with IERCD
 - Outreach activities at SB County Museum
 - Conservation Garden Support Redlands HS
- Website Overhaul, new graphics, and content supporting the Strategic Plan
- Participation in Drought Task Force and Outreach Efforts with BTAC
- Bi-annual groundwater assessment outreach and support for reviews and audits



SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

Email: info@sbvwcd.dst.ca.us
www.sbvwcd.dst.ca.us

Memorandum No. 1272

To: Board of Directors

From: General Manager, Daniel Cozad

Date: June 11, 2014

Subject: Unaudited Financial Reports for May 2014

RECOMMENDATION

Review and approve the unaudited financials for May 2014.

BACKGROUND

Staff provides the Unaudited Financial Reports for Board review and approval each month.

FISCAL IMPACT

None.

BOARD
OF
DIRECTORS

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

Division 3:
Manual Aranda, Jr.
Division 4:
John Longville

Division 5:
Melody McDonald

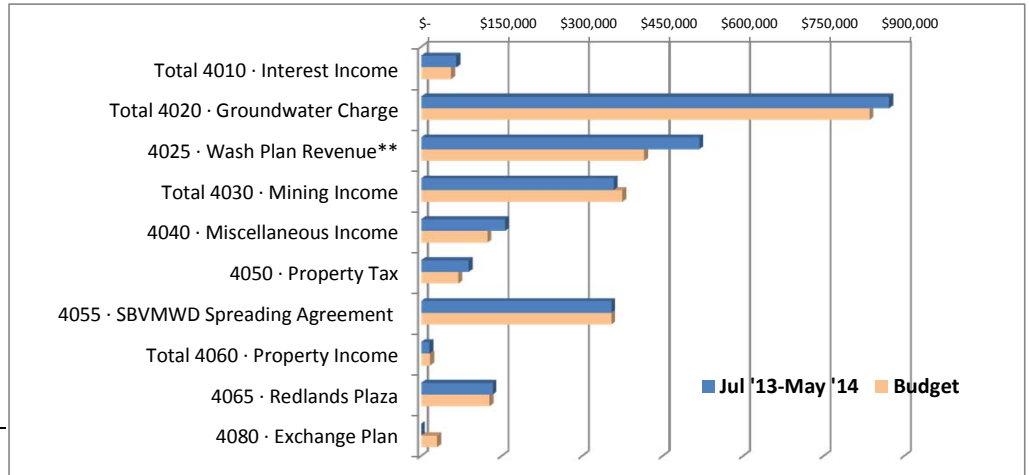
GENERAL
MANAGER

Daniel B. Cozad

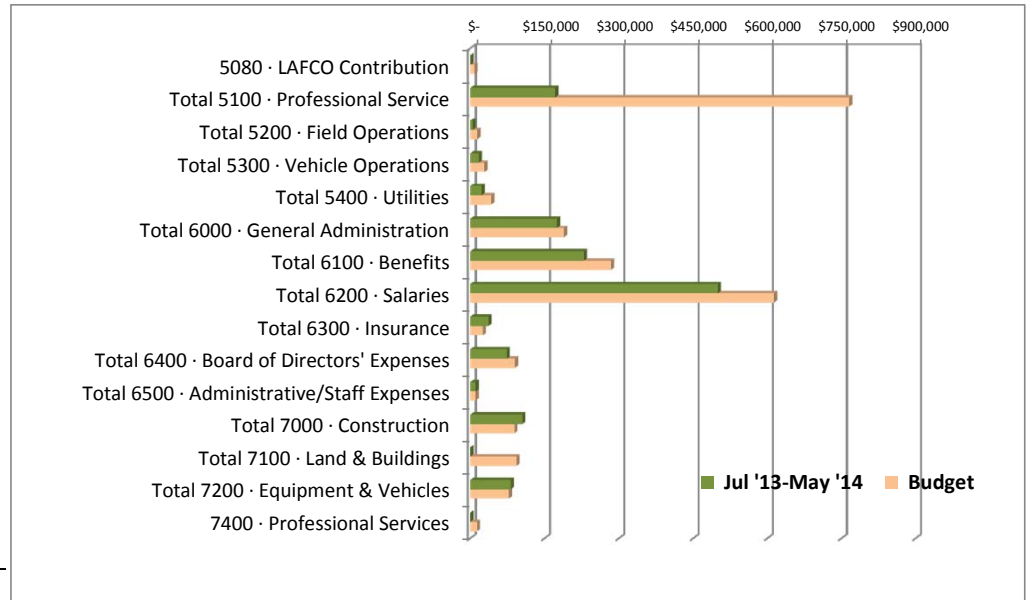
SBVWCD - All Enterprises Budget and Actual
May 2014

REVENUE	Jul '13-May '14	Budget
Total 4010 · Interest Income	\$ 65,956	\$ 56,350
Total 4020 · Groundwater Charge	\$ 872,176	\$ 835,610
4025 · Wash Plan Revenue**	\$ 518,586	\$ 415,800
Total 4030 · Mining Income	\$ 359,005	\$ 375,181
4040 · Miscellaneous Income	\$ 156,471	\$ 123,750
4050 · Property Tax	\$ 88,931	\$ 69,667
4055 · SBVMWD Spreading Agreement	\$ 354,550	\$ 354,550
Total 4060 · Property Income	\$ 15,750	\$ 17,325
4065 · Redlands Plaza	\$ 133,329	\$ 127,474
4080 · Exchange Plan	\$ -	\$ 30,000
Total Revenue	\$ 2,564,754	\$ 2,405,707

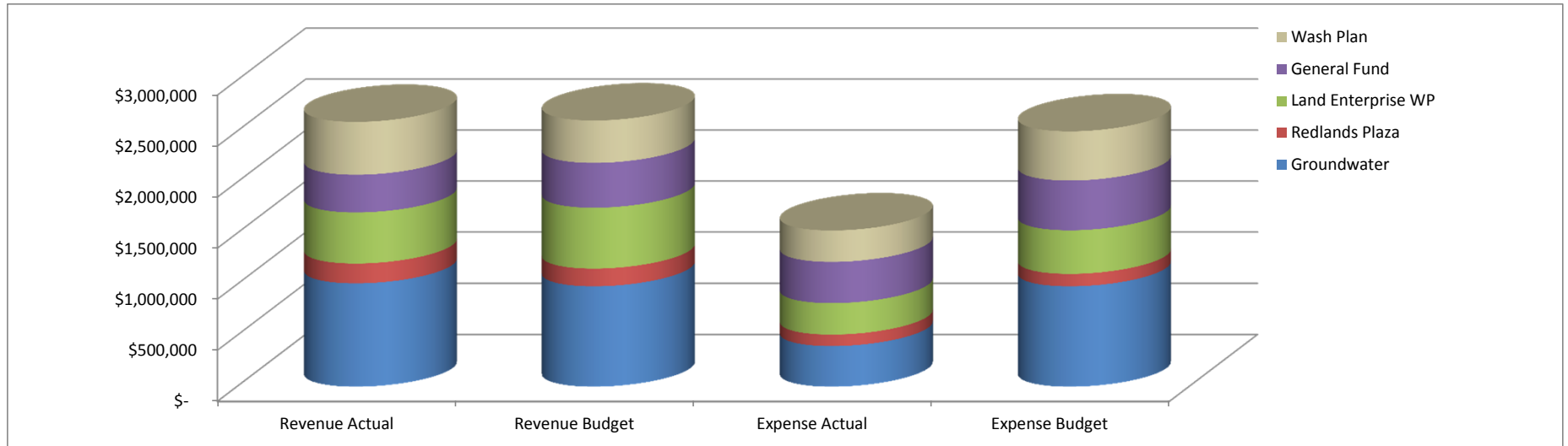
**4025 reported on cash basis



EXPENSES Operating and Capital	Jul '13-May '14	Budget
5080 · LAFCO Contribution	\$ 867	\$ 8,567
Total 5100 · Professional Service	\$ 171,690	\$ 765,560
Total 5200 · Field Operations	\$ 4,782	\$ 14,207
Total 5300 · Vehicle Operations	\$ 17,319	\$ 28,875
Total 5400 · Utilities	\$ 22,785	\$ 42,221
Total 6000 · General Administration	\$ 174,867	\$ 189,033
Total 6100 · Benefits	\$ 229,411	\$ 284,158
Total 6200 · Salaries	\$ 499,725	\$ 613,650
Total 6300 · Insurance	\$ 36,823	\$ 25,556
Total 6400 · Board of Directors' Expenses	\$ 73,802	\$ 90,081
Total 6500 · Administrative/Staff Expenses	\$ 11,091	\$ 10,780
Total 7000 · Construction	\$ 105,272	\$ 89,375
Total 7100 · Land & Buildings	\$ -	\$ 93,309
Total 7200 · Equipment & Vehicles	\$ 82,105	\$ 77,921
7400 · Professional Services	\$ -	\$ 13,750
Total Expense	\$ 1,430,539	\$ 2,347,044



Enterprises to Date (May 2014)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 1,011,776	\$ 982,612	103%
Groundwater Expense	\$ 397,569	\$ 678,224	59%
Revenue -Expense	\$ 614,207	\$ 304,388	
Redlands Plaza Revenue	\$ 193,864	\$ 173,398	112%
Redlands Plaza Expense	\$ 112,222	\$ 121,537	92%
Revenue -Expense	\$ 81,642	\$ 51,861	
Land Enterprise Revenue	\$ 500,361	\$ 596,395	84%
Land Enterprise Expense	\$ 308,323	\$ 427,218	72%
Revenue -Expense	\$ 192,038	\$ 169,177	
General Fund Revenue	\$ 369,516	\$ 439,397	84%
General Fund Expense	\$ 403,574	\$ 487,469	83%
Revenue -Expense	\$ (34,058)	\$ (48,073)	
Wash Plan Revenue	\$ 518,586	\$ 415,800	125%
Wash Plan Expense	\$ 308,043	\$ 482,649	64%
Revenue-Expense	\$ 210,543	\$ (66,849)	
Total All Revenue - Expense	\$ 1,064,373	\$ 410,504	

Cash Status	As of 7/1/2013	As of 5/31/2014
LAIF	\$ 444,140.23	\$ 445,236.84
Cal Trust	\$ 6,041,653.21	\$ 7,472,773.26
Citizens Bank	\$ 992,497.69	\$ 684,931.91
Total Cash	\$ 7,478,291.13	\$ 8,602,942.01
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Cash Position	\$ 2,478,291.13	\$ 3,602,942.01

Increase of \$ 1,124,650.88

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

	Jul '13 - Jun 14	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 · Interest Income				
4012 · LAIF	796.61	1,800.00	-1,003.39	44.26%
4013 · Caltrust Investment Income	65,159.09	60,000.00	5,159.09	108.6%
4010 · Interest Income - Other	0.00	0.00	0.00	0.0%
Total 4010 · Interest Income	65,955.70	61,800.00	4,155.70	106.72%
4020 · Groundwater Charge				
4021 · Assessments - Ag	49,961.64	43,357.64	6,604.00	115.23%
4023 · Assessments - Non-Ag	822,214.56	792,252.81	29,961.75	103.78%
Total 4020 · Groundwater Charge	872,176.20	835,610.45	36,565.75	104.38%
4025 · Wash Plan Revenue	730,594.84	415,800.00	314,794.84	175.71%
4030 · Mining Income				
4031 · Plant Site - CEMEX	40,000.00	48,000.00	-8,000.00	83.33%
4032 · Cemex - Royalty / Lease	250,000.00	308,333.33	-58,333.33	81.08%
4034 · Redlands Aggregate 5% Royalty	27,000.00	36,000.00	-9,000.00	75.0%
4036 · Aggregate Maintenance	42,004.92	23,500.00	18,504.92	178.74%
Total 4030 · Mining Income	359,004.92	415,833.33	-56,828.41	86.33%
4040 · Miscellaneous Income	156,470.59	135,000.00	21,470.59	115.9%
4050 · Property Tax	88,930.59	76,000.00	12,930.59	117.01%
4055 · SBVMWD Spreading Agreement Reim	354,550.00	354,550.00	0.00	100.0%
4060 · Property Income				
4062 · Mentone Property	15,750.00	18,900.00	-3,150.00	83.33%
Total 4060 · Property Income	15,750.00	18,900.00	-3,150.00	83.33%
4065 · Redlands Plaza	133,329.39	139,063.00	-5,733.61	95.88%
4066 · Redlands Plaza CAM	29,276.71	31,198.00	-1,921.29	93.84%
4072 · Reimbursed Expenses	73.48			
4080 · Exchange Plan	0.00	30,000.00	-30,000.00	0.0%
4086 · Plunge Creek IRWMP	0.00	189,050.00	-189,050.00	0.0%
Total Income	2,806,112.42	2,702,804.78	103,307.64	103.82%
Gross Profit	2,806,112.42	2,702,804.78	103,307.64	103.82%
Expense				
5050 · Regional Programs				
5080 · LAFCO Contribution	867.07	9,345.83	-8,478.76	9.28%
5081 · Wash Plan	27.54			
5082 · Plunge Creek	0.00	8,617.03	-8,617.03	0.0%
5083 · Repayment of Wash Plan Advance	188,365.40	0.00	188,365.40	100.0%
Total 5050 · Regional Programs	189,260.01	17,962.86	171,297.15	1,053.62%
5100 · Professional Service				
5120 · Misc. Professional Services	42,142.03	120,000.00	-77,857.97	35.12%
5122 · Wash Plan Professional Services	55,092.26	100,000.00	-44,907.74	55.09%
5124 · Plunge Creek Prof Services	2,375.00	179,510.00	-177,135.00	1.32%
5125 · Engineering Services	1,490.21	15,000.00	-13,509.79	9.94%
5130 · Aerial Photography & Surveying	0.00	1,000.00	-1,000.00	0.0%
5145 · Environmental Services (WP)	0.00	250,000.00	-250,000.00	0.0%
5160 · IT Support	7,387.50	7,500.00	-112.50	98.5%
5170 · Audit	18,550.00	19,000.00	-450.00	97.63%
5175 · Legal - Wash Plan	7,080.70	42,000.00	-34,919.30	16.86%
5180 · Legal	37,572.18	100,227.78	-62,655.60	37.49%
Total 5100 · Professional Service	171,689.88	834,237.78	-662,547.90	20.58%
5123 · Temp. Field Labor	0.00	0.00	0.00	0.0%
5133 · Regional River HCP Contribution	20,000.00	20,000.00	0.00	100.0%
5143 · Wash Plan District Contribution	78,176.00	78,176.00	0.00	100.0%
5175.01 · Legal Expense	0.00	0.00	0.00	0.0%
5200 · Field Operations				
5210 · Equipment Maintenance	1,881.31	8,000.00	-6,118.69	23.52%
5215 · Property Maintenance	2,901.10	7,500.00	-4,598.90	38.68%

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

	Jul '13 - Jun 14	Budget	\$ Over Budget	% of Budget
Total 5200 - Field Operations	4,782.41	15,500.00	-10,717.59	30.85%
5300 - Vehicle Operations				
5310 - Vehicle Maintenance	7,713.72	15,000.00	-7,286.28	51.43%
5320 - Fuel	9,605.55	16,500.00	-6,894.45	58.22%
Total 5300 - Vehicle Operations	17,319.27	31,500.00	-14,180.73	54.98%
5400 - Utilities				
5410 - Alarm Service	2,521.81	3,000.00	-478.19	84.06%
5420 - Electricity	6,882.43	14,000.00	-7,117.57	49.16%
5430 - Mobile Phone	1,470.00	1,000.00	470.00	147.0%
5440 - Telephone	5,593.38	7,400.00	-1,806.62	75.59%
5450 - Natural Gas	752.66	1,500.00	-747.34	50.18%
5460 - Water / Trash / Sewer	1,462.97	11,660.00	-10,197.03	12.55%
5470 - Internet Services	4,101.57	7,500.00	-3,398.43	54.69%
Total 5400 - Utilities	22,784.82	46,060.00	-23,275.18	49.47%
6000 - General Administration				
6001 - General Administration - Other	548.29	7,500.00	-6,951.71	7.31%
6002 - Website Administration	1,633.19	3,100.00	-1,466.81	52.68%
6003 - Property Tax	0.00	2,170.00	-2,170.00	0.0%
6004 - Meeting Expenses				
6004.01 - Wash Plan Meeting expense	0.00	0.00	0.00	0.0%
6004 - Meeting Expenses - Other	837.95	5,200.00	-4,362.05	16.11%
Total 6004 - Meeting Expenses	837.95	5,200.00	-4,362.05	16.11%
6006 - Permits	50.00	1,648.00	-1,598.00	3.03%
6007 - Inter District Costs	0.00	10,000.00	-10,000.00	0.0%
6009 - Licenses	850.14	1,300.00	-449.86	65.4%
6010 - Surety Bond	1,815.00	2,000.00	-185.00	90.75%
6012 - Office Maintenance	3,431.03	3,000.00	431.03	114.37%
6013 - Office Lease Payment	54,747.00	59,724.00	-4,977.00	91.67%
6015 - Mentone House Maintenance	2,266.61	3,050.00	-783.39	74.32%
6016 - Redlands Plaza Maintenance	33,324.76	14,000.00	19,324.76	238.03%
6018 - Janitorial Services	7,148.00	8,343.00	-1,195.00	85.68%
6019 - Janitorial Supplies	255.37	315.00	-59.63	81.07%
6020 - Vacancy Marketing-Redlands Plaz	9,555.12	5,817.00	3,738.12	164.26%
6024 - Computer Equip Maint.	85.58	200.00	-114.42	42.79%
6026 - Redlands Plaza CAM expenses	19,980.37	25,000.00	-5,019.63	79.92%
6027 - Computer Supplies	166.02	650.00	-483.98	25.54%
6030 - Office Supplies	2,964.16	4,250.67	-1,286.51	69.73%
6032 - Small Office Equipment	0.00	0.00	0.00	0.0%
6033 - Office Equipment Rental	5,388.45	8,240.00	-2,851.55	65.39%
6036 - Printing	507.60	1,000.00	-492.40	50.76%
6039 - Postage and Overnight Delivery	1,429.42	1,600.00	-170.58	89.34%
6042 - Payroll Processing	1,794.40	1,728.40	66.00	103.82%
6045 - Bank Service Charges	744.93	3,000.00	-2,255.07	24.83%
6051 - Uniforms	1,022.29	1,450.00	-427.71	70.5%
6060 - Outreach	3,517.95	5,000.00	-1,482.05	70.36%
6087 - Educational Reimbursement	3,559.63	3,135.00	424.63	113.55%
6090 - Subscriptions/Publications	606.95	1,500.00	-893.05	40.46%
6091 - Public Notices	2,508.20	2,000.00	508.20	125.41%
6093 - Memberships	14,129.00	20,000.00	-5,871.00	70.65%
Total 6000 - General Administration	174,867.41	205,921.07	-31,053.66	84.92%
6046 - Interest expense	0.00	0.00	0.00	0.0%
6100 - Benefits				
6110 - Vision Insurance	1,546.15	1,910.64	-364.49	80.92%
6115 - Maint/Rep. Rolling Maint. Equip	0.00	0.00	0.00	0.0%
6120 - Workers' Comp. Insurance	11,747.00	21,409.57	-9,662.57	54.87%
6130 - Dental Insurance	7,364.59	9,511.40	-2,146.81	77.43%
6140 - State Unemployment Insurance	0.00	0.00	0.00	0.0%
6150 - Medical Insurance	76,326.25	95,267.79	-18,941.54	80.12%
6160 - Payroll Taxes-Employer	38,513.74	41,175.34	-2,661.60	93.54%
6170 - PERS Retirement	93,912.92	140,715.94	-46,803.02	66.74%
6100 - Benefits - Other	0.00	0.00	0.00	0.0%

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

	Jul '13 - Jun 14	Budget	\$ Over Budget	% of Budget
Total 6100 - Benefits	229,410.65	309,990.68	-80,580.03	74.01%
6200 - Salaries				
6230 - Regular Salaries	499,776.98	669,436.37	-169,659.39	74.66%
6231 - Salary Overhead Charge	0.00	0.00	0.00	0.0%
Total 6200 - Salaries	499,776.98	669,436.37	-169,659.39	74.66%
6250 - Allocated Overhead	0.00	0.00	0.00	0.0%
6300 - Insurance				
6310 - Property/ Auto Insurance	4,516.00	6,924.00	-2,408.00	65.22%
6320 - General Liability Insurance	32,306.55	19,209.32	13,097.23	168.18%
Total 6300 - Insurance	36,822.55	26,133.32	10,689.23	140.9%
6400 - Board of Directors' Expenses				
6401 - Directors' Fees	55,751.00	79,000.00	-23,249.00	70.57%
6410 - Mileage	3,034.99	3,000.00	34.99	101.17%
6415 - Air Fare	3,688.15	4,750.00	-1,061.85	77.65%
6420 - Other Travel	206.25	500.00	-293.75	41.25%
6425 - Meals	1,848.26	2,930.37	-1,082.11	63.07%
6430 - Lodging	3,228.16	3,500.00	-271.84	92.23%
6435 - Conf/Seminar Registrations	5,745.00	4,590.00	1,155.00	125.16%
6440 - Election Fees / Re-Districting	300.00	0.00	300.00	100.0%
Total 6400 - Board of Directors' Expenses	73,801.81	98,270.37	-24,468.56	75.1%
6500 - Administrative/Staff Expenses				
6505 - Mtg. Support Expense (food, bev	0.00	0.00	0.00	0.0%
6510 - Mileage	2,902.94	2,672.72	230.22	108.61%
6515 - Air Fare	338.30	1,500.00	-1,161.70	22.55%
6520 - Travel, Other (rental car, taxi	520.78	1,327.28	-806.50	39.24%
6525 - Meals	841.07	1,500.00	-658.93	56.07%
6530 - Lodging	2,300.21	2,128.51	171.70	108.07%
6535 - Conf/Seminar Registrations	4,188.00	2,631.32	1,556.68	159.16%
Total 6500 - Administrative/Staff Expenses	11,091.30	11,759.83	-668.53	94.32%
6700 - Depreciation Expense	0.00	0.00	0.00	0.0%
8010 - Capital Reserve GWE/Rate Stabil	0.00	20,000.00	-20,000.00	0.0%
9999 - Contribution to Capital Maint.	0.00	0.00	0.00	0.0%
Total Expense	1,529,783.09	2,384,948.28	-855,165.19	64.14%
Net Ordinary Income	1,276,329.33	317,856.50	958,472.83	401.54%
Other Income/Expense				
Other Expense				
7000 - Construction				
7010 - Materials	0.00	7,500.00	-7,500.00	0.0%
7050 - Basins- Capital Annual Repair	105,272.00	60,000.00	45,272.00	175.45%
7055 - Plunge Creek Expansion	0.00	30,000.00	-30,000.00	0.0%
Total 7000 - Construction	105,272.00	97,500.00	7,772.00	107.97%
7100 - Land & Buildings				
7110 - Property Capital Repairs	0.00	30,000.00	-30,000.00	0.0%
7130 - Mentone Property (House)-CapRep	0.00	1,746.00	-1,746.00	0.0%
7140 - Mentone Property (Shop)-CapRep	0.00	15,500.00	-15,500.00	0.0%
7150 - Mill Creek Maint. Permitting	0.00	50,000.00	-50,000.00	0.0%
Total 7100 - Land & Buildings	0.00	97,246.00	-97,246.00	0.0%
7200 - Equipment & Vehicles				
7210 - Computer Hardware-Capital Purch	0.00	4,500.00	-4,500.00	0.0%
7220 - Computer Software	3,265.95	3,500.00	-234.05	93.31%
7230 - Field Equipment / Vehicles	77,603.01	78,480.00	-876.99	98.88%
7240 - Office Equipment	1,235.99	1,235.99	0.00	100.0%
Total 7200 - Equipment & Vehicles	82,104.95	87,715.99	-5,611.04	93.6%
7400 - Professional Services Capital				
7438 - Engineering Services-Other	0.00	15,000.00	-15,000.00	0.0%

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

	<u>Jul '13 - Jun 14</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total 7400 - Professional Services Capital	<u>0.00</u>	<u>15,000.00</u>	<u>-15,000.00</u>	<u>0.0%</u>
Total Other Expense	<u>187,376.95</u>	<u>297,461.99</u>	<u>-110,085.04</u>	<u>62.99%</u>
Net Other Income	<u>-187,376.95</u>	<u>-297,461.99</u>	<u>110,085.04</u>	<u>62.99%</u>
Net Income	<u><u>1,088,952.38</u></u>	<u><u>20,394.51</u></u>	<u><u>1,068,557.87</u></u>	<u><u>5,339.44%</u></u>



SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

Email: info@sbvwcd.org
www.sbvwd.org

Memorandum No. 1273

To: Board of Directors

From: General Manager, Daniel Cozad

Date: June 11, 2014

Subject: Joint Solar Procurement SANBAG MOU

RECOMMENDATION

Review and consider approval of the MOU with SANBAG for Joint Solar Procurement Phase II and approve expenditure of Capital costs from Redlands Plaza Reserve of up to \$12,775 to fund final assessment, engineering, procurement, and construction management for the solar installation.

BACKGROUND

In the fall of 2012, SANBAG initiated a study by Newcomb, Anderson, and McCormick, funded by a grant to look at local government owned facilities for the feasibility of installation of photovoltaic (PV) solar. This study asked local governments to recommend sites. So many sites were recommended inadequate funding was available to complete all sites and a request was made to each entity for funding. The SBVWCD provided approximately \$900.00 as our contribution to include the Redlands Plaza Facility. The location in the field on District owned lands had no appreciable load and no adequate existing connections. Staff worked with the consultant to provide information and met with the consultant to evaluate the proposed facility. SANBAG distributed the Phase One Solar Feasibility Analysis Report in early October 2013.

In total the report covers the 48 potential sites, representing 17 MW of electrical generation at a cost of approximately \$78 million. On average the systems would offset 72% of the electrical load for the sites and remove 434,567 tons of carbon dioxide emissions compared to conventional generation. For the District's site, the rooftop of Redlands Plaza was selected as the most feasible; parking shade structure or ground mount options are not available. The assessment reviewed all five meters serving the property. Of those reviewed only the exterior lighting meter had a large enough load to have a feasible solar installation. The detailed review of the electrical usage indicates heaviest usage in January, November and December. This is the time of year that the lighting operates the longest. Solar production is highest from April through August. The District uses GS-1 Option A tariff and has low demand charges because of the lighting use of the system.

Small Roof installations are modeled at \$4.22 to \$5.46 per installed watt. The District's location is the smallest in load to be offset at approximately 10 KW. Other sites ranged from 79 – 2793 KW. The estimated cost for the installation as purchase is \$52,697. The revenue generated according to the model

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

Division 3:
Manual Aranda, Jr.
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Division 5:
Melody McDonald

GENERAL
MANAGER

Daniel B. Cozad

would be \$107,152. 115 tons of carbon dioxide emissions would be reduced. The 25 year likely net benefit for the system is \$54,473 if purchased without financing and \$8,518 if financed through a power purchase agreement. As modeled, the total cost per watt is \$5.14 due to the small size of the system. The savings per dollar investment is \$2.03 and the payback is 14 years.

As modeled, the total cost per watt is \$5.14 due to the small size of the system. The savings per dollar investment is \$2.03 and the payback is 14 years. For the District's site, the rooftop of Redlands Plaza was selected as the most feasible; parking shade structure or ground mount options are not available. The assessment reviewed all five meters serving the property. Of those reviewed only the exterior lighting meter had a large enough load to have a feasible solar installation. The detailed review of the electrical usage indicates heaviest usage in January, November and December. This is the time of year that the lighting operates the longest. Solar production is highest from April through August. The District uses GS-1 Option A tariff and has low demand charges because of the lighting use of the system.

The Board considered the project provided some specific questions about feasibility and financing and directed staff to continue to monitor the work of SANBAG and the group and bring the issue back with a recommendation when appropriate.

In March 2014, SANBAG presented funding and financing options to the joint procurement group. In addition, they provided a not to exceed engineering, procurement and implementation cost per site of \$12,775 for Phase II engineering, procurement and implementation. This cost is the same for all 48 sites and would only be used for the effort needed for our site. As our site is the smallest, it is likely not to use all funding, and if we do not take the package to completion SANBAG will refund the balance.

SANBAG provided an MOU for review and approval if the District agrees to move forward.

DISCUSSION

Offsetting the District electrical load by use of solar is feasible. It is hampered by the small size and current tariffs available from Southern California Edison. Currently outside lighting is a Common Area Maintenance (CAM) cost and would benefit both tenants of Redlands Plaza and the District in future costs.

SANBAG has presented a financing option, through the California Statewide Communities Development Authority (CSCDA). CSCDA aggregates local project for bonding. They expect the financing would be approximately 4.5%. A description and benefits summary is attached, as well as the presentation from SANBAG. While this rate is not high, it is much higher than the District Reserves earn. Given this, the District may wish to fund the improvement from the Redlands Plaza Reserve Fund. Of the 48 sites, the District installation has the shortest payback and is most likely to benefit from joint procurement.

Staff recommends if the Board wishes to consider solar anytime in the near future this is an ideal opportunity to get the engineering and other answers and competitive procurement of a large purchase. While \$12,775 is a large cost up front it is a turnkey support through installation. Decisions on actual installation and expenditure do not have to be made until bids are returned, which would likely be in late 2014 or early 2015.

FISCAL IMPACT

The cost to evaluate the feasibility of solar for the Redlands plaza site has been paid by the enterprise. Staff has worked to understand the report and its impacts to the District and Redlands Plaza and these costs are paid by the Redlands Plaza Enterprise. If the District moves forward with solar it would be making a capital investment in the property with a repayment of 10-14 years. This would reduce long term electrical costs and minimize future cost increases which benefit both the District and the other tenants of Redlands Plaza.

Attached

- Program and Benefits Summary
- PowerPoint from SANBAG Presentation
- Solar Joint Procurement MOU
- Preliminary Solar Assessment

Project Summary Sheet Overview

Document Overview

The project summary sheet shows the economic benefits of installing photovoltaic power at individual SANBAG sites. The project summary provides a snapshot of a solar system's impact for a given meter at a given site. With the information provided, the appropriately sized solar system for a site is selected, solar systems that do not create acceptable benefits are identified, and alternative financing options are compared. Ultimately, the project summary sheets will empower decision makers so that the best option is selected.

Procurement Scenarios

Two solar system scenarios are investigated and compared on the project summary: ownership and power purchase agreement (PPA).

Solar System Ownership Scenario: The system ownership scenario assumes that the solar system is financed over time. The owner purchases a turnkey solar system from a vendor/contractor, typically through a design build contract. Part of the purchase contract guarantees the generation of the system and outlines the operation and maintenance of the facility by the solar vendor. The financial benefit of the owned solar system comes from utility bill offsets and government incentives.

Power Purchase Agreement (PPA) Scenario: In this scenario, a solar vendor/contractor installs, maintains, and owns a solar system at a given facility. The facility owner agrees to a price for the electricity generated by the solar system and all of the power generated. This price should be lower than the utility rate the facility owner would be paying without the solar system. The facility owner benefits from the more affordable green energy without accruing any upfront costs for developing the solar system.

Analysis Information and Assumptions:

The information and assumptions necessary to estimate the financial impacts of a solar system are provided at the top of the project summary sheet. General information about the project, as well as detailed financial analysis assumptions are provided for reference.

- Meter Number – The identification number of the utility meter the solar system will interconnect with.
- Annual Site Load – The total baseline electrical use for the meter in the analysis.
- Rate Prior to Solar – The historical average utility rate for the meter. The rate outlines the energy charges, demand charges, fees and taxes associated with a site's energy use.
- Recommended Rate with Solar – The recommended utility rate schedule for the meter once solar is added. In some cases, changing to a solar friendly utility rate once solar has been installed can maximize the benefit of a solar system. The recommendation of a rate change with solar depends on the percent annual electrical offset expected from the solar system.
- System Size – The nominal capacity of the solar system being analyzed, based on the PV module kWdc rating.
- First Year Solar Production – The total electricity production anticipated from the proposed solar system in the first year of operation, based on the recommended system size.
- System Yield - This metric is the ratio of the system output to the system size (kWh/kW). This value is typically between 1,300 and 1,600.
- Utility Escalation Rate – The rate at which the utility rate is assumed escalate each year.
- PV Degradation – The rate at which the solar panel's production degrades over time, leading to lower levels of productions.

- Net Present Value (NPV) Discount Rate – The assumed annual time value of money discount rate.
- Analysis Lifecycle – Total length of the financial analysis.
- Initial PPA Price – The starting price per kWh for the PPA scenario.
- PPA Escalation Rate – The rate at which the PPA price escalates each year.
- PM, Overhead, Contingency – The assumed management costs, soft costs, and contingency costs associated with construction as a percentage of capital costs. This value is slightly higher for the ownership scenario due to additional owner responsibilities.
- CSI Rebate – The assumed incentive rate per kWh for the system ownership scenario, paid by the California Solar Initiative (CSI) for the first five years of operation.
- Total Ownership Cost per Watt – The total system ownership cost metric includes system performance guarantees and operation and maintenance costs.
- 25 Year Load Offset – The cumulative offset of electricity generated to electricity consumed over the 25 year lifecycle of the analysis. The first year site use and solar system generation is shown in the figure at the bottom of the summary page.
- 25 Year Utility Bill Offset – The ratio of the 25 year utility savings with solar to the projected utility costs without solar. The 25 year savings is the NPV of the yearly financial benefits due to solar.

Financial Analysis Methodology and Results

The assumptions and information are used in the financial model to project a system's financial benefit over the analysis lifecycle. The results of the analysis are presented graphically on the project summary sheet. Both the ownership and PPA procurement scenarios are presented together for easy comparison. The methodology and each of the figures are described below.

Analysis Methodology: The site, meter, and solar system information and assumptions are used to calculate utility bills for two cases: without solar and with solar. The difference between these two bill amounts provides a bill savings number. This number represents the potential savings a solar system will provide. Incentive amounts are calculated and added as revenue for the ownership scenario. Costs are estimated and subtracted from revenue to provide the net benefit of the solar system.

Fist Year Site Load and System Generation: The time-of-use (TOU) electrical load and solar generation profile are shown in the central figure. The total monthly quantities of electricity used and generated are binned into utility designated TOU bins. The value of electricity varies by time-of-use. The three bin designations are: Peak, Part Peak, and Off Peak. The peak bin has the highest cost. By understanding a meter's load profile a system can be optimally sized to offset a facility's bill while generating less electricity than the facility requires. For meters that are not on TOU rates, only one bin will be shown.

Project Cash Flow: The payback comparison between ownership and PPA net benefit over 25 years for a given solar system are shown in the Project Cash Flow figure. For the ownership curve, the year this line crosses zero is the discounted payback period. The PPA curve will start at zero, since no upfront costs are incurred. Typically, the PPA curve will not be as steep as the ownership curve due to the additional financing costs of PPAs. The final 25 year net benefit is shown on the graph.

Life Cycle Cost of Energy (LCCOE): The LCCOE represents the average cost per unit of electricity, taking into account system costs (utility, capital, operation and maintenance, performance, PPA, etc.). LCCOE is simply costs divided by total site electrical use over 25 years.

San Bernardino Associated Governments

Phase II: Joint Solar Procurement Project

Prepared by:
Newcomb|Anderson|McCormick
May 13, 2014

Kelly Gallo, Sr. Program Manager

Kyle Manahan, Sr. Engineer



Agenda

- Project Approach
 - SANBAG Solar Portfolio Summary
 - Benefits of Joint Procurement
- Phase II Decision Making
 - Next Steps
 - RFP Development Details
- Financing Options
 - Ownership Cash-Purchase Approach
 - CSCDA Financing

Project Approach: Two Phases

Collaborative Procurement Project

1. Phase One: Scoping Analysis

- SANBAG funded (48 sites)
- Scope included site assessment, economic modeling and business case development, Feasibility Report

2. Phase Two: System Procurement & Implementation

- Participating agencies to fund effort, less than if implemented individually
- Scope includes decision support, procurement, system design, construction, testing and commissioning

Benefits of Joint Procurement

Collaborative procurement allows partners to overcome barriers and share the benefits of:

- Reduce transaction costs and administrative time compared to traditional “go it alone” procurement;
- Lower pricing as a result of increased competition and economies of scale;
- Achieve competitive contract terms (buyout options, performance guarantees, termination options, etc.) compared to similar projects;
- Standardize procurement documents, financing, and process;
- Accelerate financing and deployment of projects;
- Reduce greenhouse gas emissions associated with operations;
- Promote local economic activity and job growth;
- Increased efficiency from standardized procedures;
- Shared knowledge and access to expertise and
- Accomplish community goals faster

Results: SANBAG Portfolio Summary

Project Summary Data

Metric	Value
Number of Agencies	19
Number of Sites	48
Number of Meters at Sites	60
Total Generating Capacity	17.5 MW
Total Annual Generation (kWh/yr)	26,147,944
Annual Load of Sites (kWh/yr)	49,544,495
Percent Load Offset	72% average
Total Construction Cost	\$78,467,732
Total Revenue Generation – 25 Years	\$137,571,568
Total Carbon Offset (metric tons CO2e)	203, 171

Benefits of Going Solar

- Environmental
 - Reduces greenhouse gas emissions
 - Possible implementation item for Regional Greenhouse Gas Inventory and Reduction Plan
 - Clean, sustainable energy
- Economic and Financial
 - Reduces electric bill
 - Protects from rising energy costs
- Local and Regional
 - Job creation
 - Re-investment
- Industry Leadership

Phase II Decision Making

- Flexible Level of Commitment
 - Site fee inclusive of all services from RFP to construction
 - Can withdraw from project at any stage
- Consultant Costs v. Project Costs
 - Site fees are typically less than 3% of total capital project costs estimates
- Financial Model Assumptions
 - Conservative vs. Likely

Next Steps

- Support decision-making
- Establish Governance
 - Execute MOU, create Management Team
- Phase 2 support
 - Procurement
 - RFP development
 - Solicitation support
 - Proposal evaluation
 - Contract negotiations
 - Implementation

Next Step: RFP Development

- Utilize GC 4217
 - Best value selection methodology
- One RFP for all sites, incorporating:
 - Scheduling
 - Layouts and interconnection
 - Agency specific contractual language
 - Site-specific information
 - Request PPA and Ownership pricing
- Proposal evaluation assistance

Financing Options: PPA v. Ownership

Net benefits for Cash Purchase Ownership scenarios look better than do PPA scenarios:

1. Ownership is cash up-front purchase, no assumed financing costs
 - Even with financing costs (assuming a simple interest payments over a 20-year term), Ownership scenarios provide more financial benefit than PPA
 - CSCDA financing may provide best rate for agencies
 - Other bonds/loans
2. PPA rates reflect recent market experience and have not been declining at the same rate as construction costs

We are enthusiastic about this opportunity to help SANBAG and its member agencies meet their goals for renewable generation!

Thank You!



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SANBAG
(909) 884-8276
dbaker@sanbag.ca.gov



MEMORANDUM OF UNDERSTANDING FOR PHASE II JOINT SOLAR POWER
PROCUREMENT

This Memorandum of Understanding (“MOU”) is entered into by and among San Bernardino Associated Governments (“SANBAG”) and the public entities whose executed signatures pages are attached to this MOU (collectively the “Participating Parties” and individually a “Participating Party”). SANBAG and the Participating Parties are referred to herein as “the Parties” and individually as a “Party”. This MOU is nominally dated _____, 2014, and is effective as of the date executed by SANBAG.

RECITALS

WHEREAS, the Parties desire to purchase either renewable energy or renewable energy generation equipment to provide energy for their respective operations; and

WHEREAS, the Parties wish to take advantage of potential efficiencies when such purchases or acquisitions are made in large volumes; and

WHEREAS, the Participating Parties desire that SANBAG shall be the lead Party for issuing a solicitation to purchase renewable energy and renewable energy generation equipment (the “Solicitation”); and

WHEREAS, the Solicitation would be for large volume purchases of renewable energy or renewable energy generation equipment through a regional, multi-jurisdictional purchasing arrangement whereby project sites are aggregated into groups on the basis of type of technology, geographic location, and various risk and other financing related factors; and

WHEREAS, large volume purchases likely result in more efficient procurement than would otherwise be available if individual jurisdictions independently purchased renewable energy or renewable energy generation equipment; and

WHEREAS, the Parties acknowledge that the transaction costs associated with purchasing renewable energy and renewable energy generating equipment can be reduced when the Parties agree to the same terms and conditions incorporated within standardized template documents; and

WHEREAS, SANBAG has engaged the engineering firm Newcomb Anderson McCormick (“Consultant”) to perform an initial analysis of the Parties’ potential renewable energy sites as well as a preliminary financial analysis of the cost to develop renewable energy from those sites whether by direct purchase of the equipment to generate the energy or through long-term purchase of the energy only; and

WHEREAS, Consultant, as part of their original proposal to SANBAG and pursuant to SANBAG Contract No. C12142, provided a set cost to perform Scope of Work for Phase II of the Joint Solar Power Procurement project on behalf of the Parties; and

WHEREAS, it is the intent and purpose of this MOU for Participating Parties to provide funding to SANBAG to procure services of Consultant to perform the Scope of Work for Phase II of the Joint Solar Power Procurement as identified in Attachment "A"; and

WHEREAS, at the completion of the Solicitation process, subject to the approval of its Board, Council or applicable governing body, each Party may enter into power purchase, financing, and/or other agreements with selected vendors ("Vendors") substantially in the forms of the Template Documents to be prepared pursuant to Sections 1.D. and 1.E. of this MOU.

NOW, THEREFORE, in consideration of their mutual promises and agreements, and subject to the terms, conditions and provisions hereinafter set forth, the Parties agree as follows:

SECTION 1. ROLES AND RESPONSIBILITIES OF SANBAG

- A. SANBAG agrees to manage Contract No. C12142, as may be amended from time to time, with Consultant to perform the Scope of Work for Phase II of the Joint Solar Power Procurement as described in Attachment "A", attached hereto and incorporated by this reference. SANBAG's Project Manager shall be responsible for review and approval of Consultant's invoices.
- B. SANBAG's Project Manager will have final approval of all Consultant deliverables; however, prior to final approval of a deliverable from the Consultant, SANBAG's Project Manager will consult with the designated staff from the Participating Parties.
- C. For purposes of this Agreement, SANBAG designates the following Project Manager for this project:

Duane Baker
Director of Management Services
San Bernardino Associated Governments
1170 West Third Street, 2nd Floor
San Bernardino, CA 90012
(909) 884-8276
- D. SANBAG with services of Consultant shall (i) prepare and issue the solicitation, and be the lead jurisdiction and point of contact for the bidders, (ii) create templates of transaction documents, which may include, without limitation, a direct acquisition agreement, a form of power purchase agreement, and a form of lease (the "Template Documents"), and (iii) timely coordinate and communicate with Participating Parties, as necessary throughout the procurement process through recommendation for award and negotiations with the bidders.

- E. SANBAG will consult with the Participating Parties with respect to the content of the Solicitation and the terms and conditions contained within the Template Documents, provided, however, that any comments or concerns must be communicated to SANBAG within the allotted timeframe as provided by SANBAG, with such timeframe to afford a reasonable opportunity to respond.

SECTION 2. ROLES AND RESPONSIBILITIES OF THE PARTICIPATING PARTIES

- A. Each Participating Party has undertaken its own due diligence prior to entering into this MOU to determine the feasibility of renewable energy generation to be located at project sites and has designated on its signature page the number of sites at which the Participating Party desires to have .
- B. Each Party is responsible for meeting its individual legal, procedural and other requirements for the procurement of renewable energy or renewable energy generating equipment.
- C. Within 30 days of the Effective Date of this MOU, each Participating Party will designate a contact staff person for the project and notify SANBAG's Project Manager with contact information for that contact staff person.
- D. Upon conclusion of the Solicitation process, each Party may, subject to the approval of its Board, Council or applicable governing body, enter into binding agreements, substantially in the form of the Template Documents, with the selected Vendors, provided that each Party determines, to its satisfaction, that the Vendors are responsible, and comply with the Party's terms, conditions and requirements. The Parties may also negotiate with Vendors in order to conform the Template Documents with requirements of law, regulation and policy. SANBAG shall not be responsible for reference checks, performance, or for compliance with any agreement, regulations, laws or policies, except as to this MOU and any contracts between SANBAG and Vendors. Parties are not required to contract with any Vendor.
- E. Parties agree to participate in the Solicitation under the lead role of SANBAG and agree to work cooperatively and promptly with SANBAG throughout the Solicitation process. The Parties agree that time is of the essence; and failure of a Party to provide the required information in the requested format and within reasonable deadlines established by SANBAG may result in termination of that Party's participation in the Solicitation.
- F. The Parties agree that SANBAG will be the single point of contact for Vendors and necessary third parties throughout the Solicitation process, in order to avoid the potential for confusion. SANBAG agrees to provide the Participating Parties with all relevant information in a timely manner.
- G. Any Party may separately pursue its own solicitation of renewable energy and/or related facilities.

SECTION 3. PAYMENT

- A. Except as expressly provided herein, each Participating Party shall provide SANBAG \$12,775 per site for the number of sites designated on such Participating Party's signature page ("Phase II Cost Share") within thirty (30) days after the Effective Date of this MOU.
- B. From the Phase II Cost Shares paid by the Participating Parties to SANBAG, SANBAG shall pay for all costs and expenses incurred by Consultant related to the Scope of Work described in Attachment "A".
- C. Except as expressly provided herein, if any funds paid in advance by a Party are unspent upon the completion or termination of this MOU, SANBAG shall return a proportionate share of such unspent funds to each Party determined by dividing the Party's Phase II Cost Share by the aggregate Parties' Phase II Cost Shares. SANBAG shall return such unspent funds within 30 days of the completion or termination of the MOU.

SECTION 4. TERM

The term of this MOU shall commence on the Effective Date and shall expire June 30, 2016; however, the provisions of Sections 6 and 10 shall survive termination or expiration of this MOU.

SECTION 5. GOVERNING LAW AND VENUE

The law governing this MOU shall be the State of California. In the event that suit shall be brought by any Party to this MOU, the Parties agree that venue shall be exclusively vested in the State's courts of the County of San Bernardino or if federal jurisdiction is appropriate, exclusively in the United States District Court, Central District of California, Riverside, California.

SECTION 6. WARRANTY DISCLAIMER; LIABILITY; WAIVER

- A. No warranty, express or implied, is provided by any Party as to results or success of the Solicitation, this MOU, or any agreements ultimately entered into by the Parties. Each Party acknowledges that the others have not made, and are not making, any assurances, guaranties or promises with respect to the subject matter of this MOU and that each Party is ultimately responsible for conducting its own due diligence with respect to feasibility, pricing, technology, third parties and all other matters in any way related to the subject matter of this MOU.
- B. In no event shall any Party, nor its officers, agents, employees, or representatives be liable to another Party for any direct, indirect, incidental, special, exemplary, or

consequential damages (including, but not limited to, procurement of substitute goods or services, loss of use, data, profits, or business interruption) however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way, directly or indirectly, from this MOU, participation in the Solicitation, or any agreement(s) between a Party and any third party, even if advised of the possibility of such damage.

- C. Each Party is responsible for negotiation, execution, administration of any contract with a Vendor or third party related to the subject matter of this MOU, and the agreements ultimately entered into by each Party shall not be cross-defaulted or cross-collateralized in any respect with the agreements entered into by any other Party to this MOU.
- D. No waiver by any Party to this MOU of any breach or violation of any term or condition of this MOU shall be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

SECTION 7. NOTICES

Notices shall be deemed effective on the date delivered if delivered by personal service or nationally recognized overnight delivery service, or if mailed, three (3) days after deposit in the U.S. Postal Service mail. All notices and other communications required or permitted to be given under this MOU shall be in writing and shall be personally served, delivered by overnight service, or by mail, first class, certified or registered postage prepaid and return receipt requested, addressed to the respective Parties as follows:

SANBAG
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410
Attn: Duane Baker

PARTICIPATING PARTIES ADDRESSES LISTED ON RESPECTIVE SIGNATURE PAGES

SECTION 8. MISCELLANEOUS PROVISIONS

- A. If any term, condition or covenant of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this MOU shall be valid and binding on the Parties.
- B. This MOU may be executed in counterparts and will be binding as executed, with number of sites stated and address provided.
- C. All changes or extensions to this MOU shall be in writing in the form of an amendment executed by all Parties.

D. This MOU is entered into only for the benefit of the Parties executing this MOU and not for the benefit of any other individual, entity, or person.

E. The recitals are true and correct and are incorporated into this MOU.

SECTION 9. WITHDRAWAL/TERMINATION

A. No Party may withdraw from or terminate this MOU during the period 30 days before the issuance of the Solicitation and the date that Vendor(s) have been selected. The date of the Solicitation will be pursuant to the schedule developed by SANBAG in collaboration with the Parties for such Solicitation.

B. Withdrawal by any Party from this MOU shall not preclude remaining Parties from continuing the Solicitation contemplated under this MOU and from using the Template Documents created by any Party to this MOU, unless otherwise prohibited by law.

C. Notice of withdrawal must be provided in writing to SANBAG.

SECTION 10. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation that might otherwise be imposed on the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party that are in any way related to this MOU shall not be shared on a pro rata basis but, instead, the Parties agree that, pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees, and agents, harmless from any claim, expense or cost, damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, employees, or agents, under or in connection with or arising out of any work, authority, or jurisdiction delegated to such Party under this MOU. No Party, nor any officer, board member, or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of another Party hereto, its officers, board members, employees, or agents, under or in connection with or arising out of any work authority or jurisdiction delegated to such other Party under this MOU.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

SAN BERNARDINO ASSOCIATED GOVERNMENTS

BY: _____
W.E. JAHN, PRESIDENT

NO. OF SITES: _____

-----SIGNATURES OF PARTICIPATING PARTIES ON FOLLOWING PAGES-----

[PARTICIPATING PARTY'S NAME]

BY: _____
[NAME OF AUTHORIZED SIGNER]

[PARTICIPATING PARTY'S] ADDRESS:

NO. OF SITES: _____

Attachment “A”
Scope of Work

- 1) Prepare a final report for each site ultimately selected for further analysis and procurement by participating public agencies at conclusion of Phase I that includes the following:
 - a) Total generation potential, given available space.
 - b) Anticipated electrical and/or natural gas savings.
 - c) Potential CO₂ reductions.
 - d) Minimum and maximum recommended installation capacity.
 - e) Comparison of actual electricity consumption at the site to the optimized system size and output.
 - f) Minimum and maximum recommended installation capacity, given expected energy usage.
 - g) Any suggested tree trimming/removal for recommended capacities.
 - h) Anticipated site specific challenges – especially potential CEQA concerns.
 - i) Electrical and structural analysis to determine feasibility of connecting solar system to the building’s electrical system, as well as whether or not the building’s rooftop is structurally adequate to support the projected load in compliance with the Uniform Building Code.
 - j) Compare the expected system output with the actual electricity consumption at the site to optimize system size for electricity generation, this should include a time of use load profile for the facility.
 - k) Provide recommendations on any necessary upgrades to electrical transfer switches or other infrastructure needed for interconnection.
- 2) Assist SANBAG in drafting RFP conditions, system designs and specifications.
- 3) Assist SANBAG in drafting other procurement documents and agreements for use by each participating public agency.
- 4) Provide technical expertise throughout the procurement and assist in responding to vendor inquiries.
- 5) Assist SANBAG in evaluating proposals by providing technical analysis on technology, price and performance.
- 6) Assist with contract negotiations with vendor and assist with contract terms. Provide project management services for solar power installations including coordination between vendor and participating public agency and contract compliance.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT—SBVWD

1630 W REDLANDS BLVD, REDLANDS, CA 92373



TABLE 1: SBVWD METERS

Meter Number	Current Rate	Annual Site Load (kWh/Meter)	Target Solar Capacity (kW)	Target Solar Production (kWh/yr)	Constraint Type	Site Notes
256000-002592	GS-1	17,711	10	15,054	Load	
256000-107473	GS-1	N/A	-	-		Small load/disregard
0717-007460	GS-1	N/A	-	-		Small load/disregard
256000-002777	GS-1	332	-	-		Small load/disregard
256000-002594	GS-1	2,112	-	-		Small load/disregard
<i>Total</i>		<i>20,155</i>	<i>10</i>	<i>15,054</i>		

TABLE 2: CORA SBVWD SITE LAYOUT

Area #	Site Area	System Type	Estimated Area Capacity (kW)	Estimated Production (kWh/yr)
1	Roof 1	Roof	56	82,837

1630 W. Redlands Ave Solar Project Summary

Site Information

Meter Number	256000-002592
Annual Site Load (kWh/year)	17,711
Rate Prior to Solar	GS-1
Recommended Rate with Solar	GS-1 Option A

System Information

System Size (kW)	10.00
First Year Solar Production (kWh)	14,770
Annual System Yield (kWh/kW)	1,477

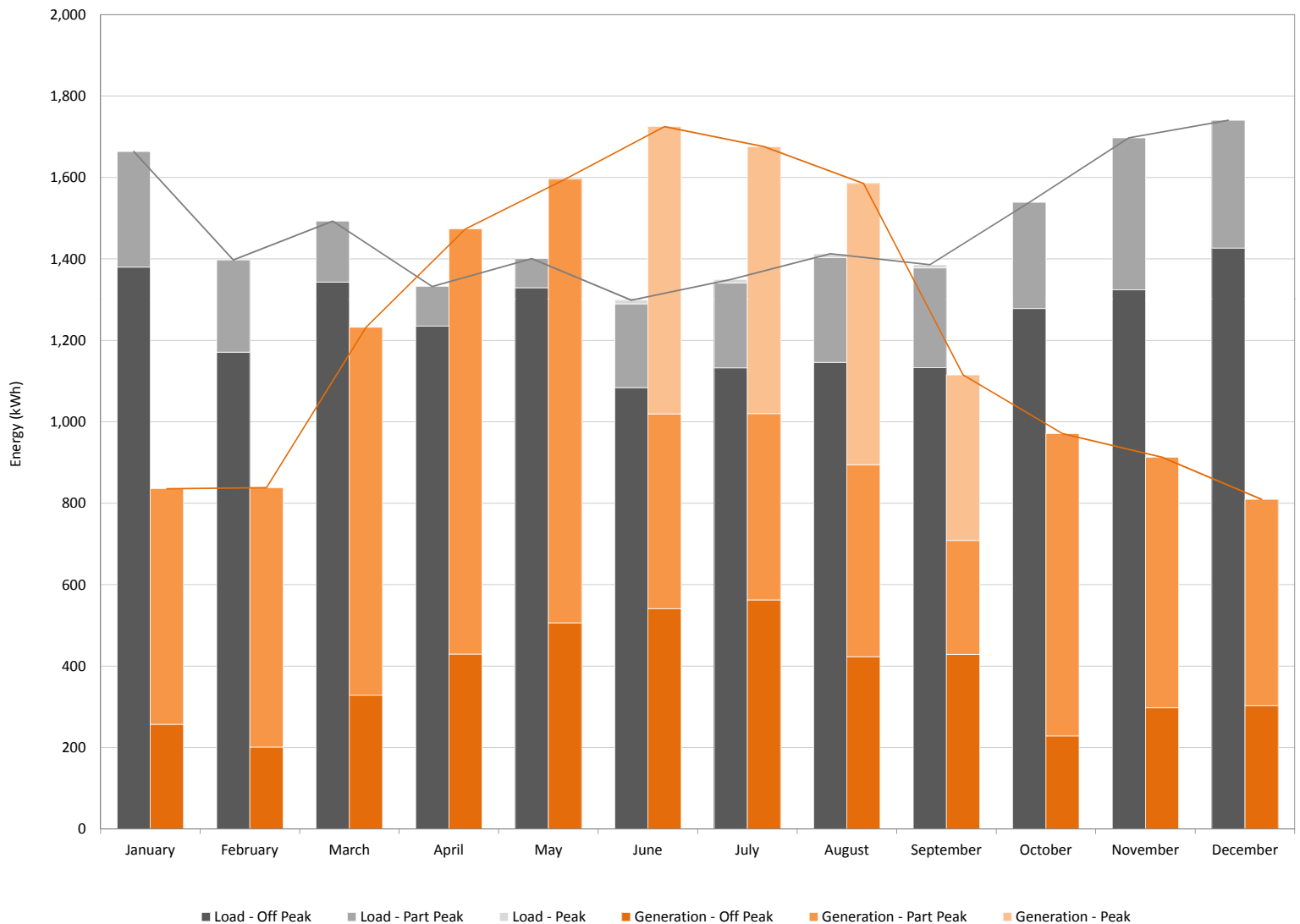
Model Assumptions

Utility Escalation Rate (%/year)	4.50%
PV Degradation Rate (%/year)	0.80%
NPV Discount Rate (%/year)	3.00%
Analysis Lifecycle (years)	25
Incentive Rate (\$/kWh-generated)	0.114
Ownership PM, Contingency (% of Capital Costs)	8.00%
PPA PM, Contingency (% of Capital Costs)	5.00%

System Metrics

Year One Load Offset	83%
25 Year Bill Offset	77%
PPA	
Initial PPA Price (\$/kWh-generated)	\$0.18
PPA Escalation Rate (%/year)	3%
Ownership	
Total Cost per Watt	\$5.14
Payback (Yrs)	14
Savings per Dollar of Investment	\$2.03

First Year Site Load and System Generation



Utility Expenditures

	NPV	SUM	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	...	Year 25
Bill No Solar	(\$84,797)	(\$130,187)	(\$2,921)	(\$3,053)	(\$3,190)	(\$3,334)	(\$3,484)	(\$3,640)	...	(\$8,402)
Bill with Solar	(\$19,679)	(\$31,320)	(\$459)	(\$498)	(\$541)	(\$585)	(\$633)	(\$684)	...	(\$2,473)
Bill Savings	\$65,118	\$98,867	\$2,463	\$2,554	\$2,650	\$2,748	\$2,851	\$2,957	...	\$5,928

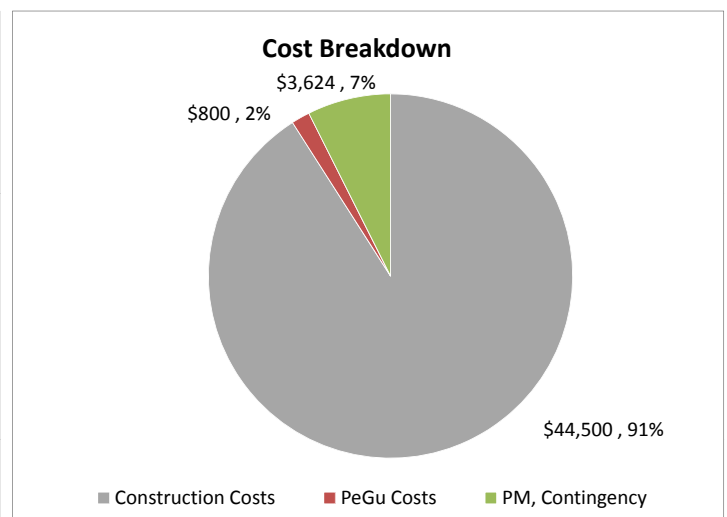
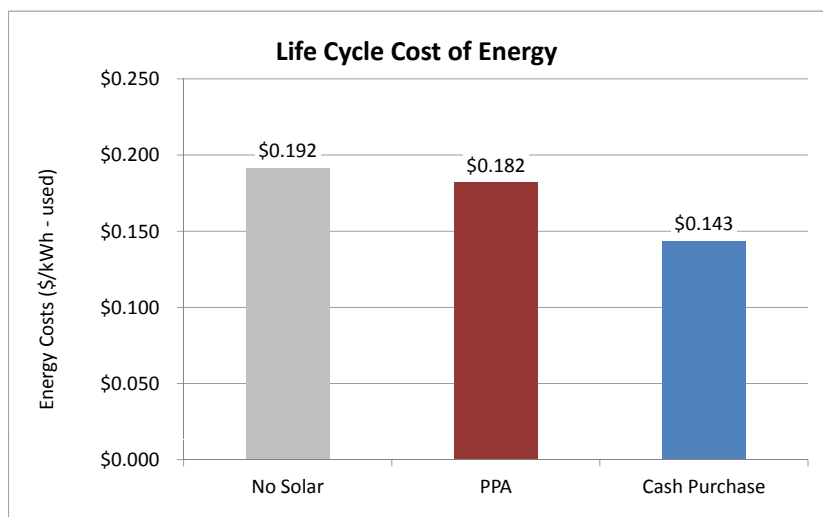
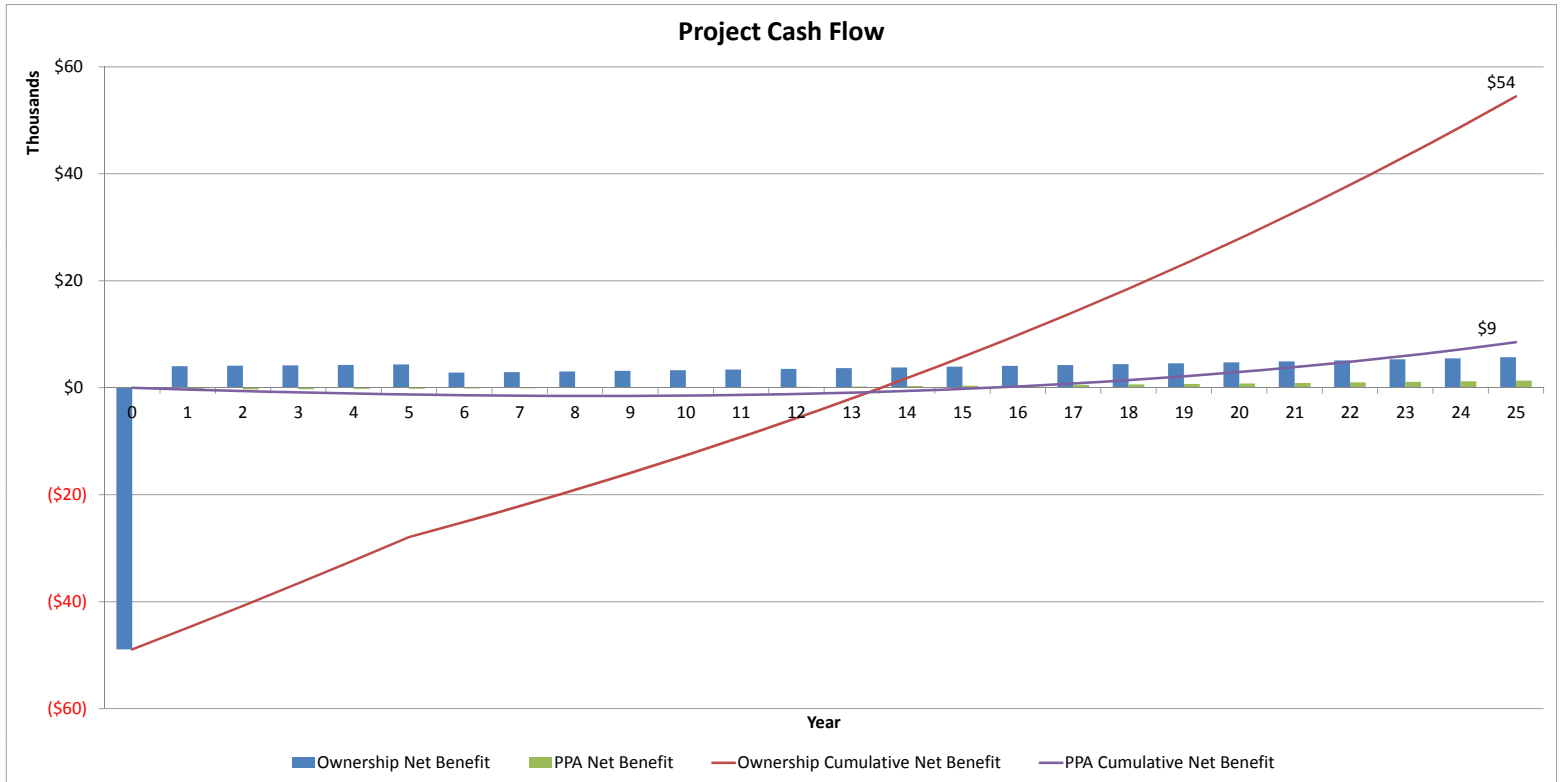
1630 W. Redlands Ave Solar Project Summary

Ownership Cash Flow

Revenue	NPV	SUM	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	...	Year 25
Bill Savings	\$65,118	\$98,867	\$2,463	\$2,554	\$2,650	\$2,748	\$2,851	\$2,957		\$0
Utility Rebate	\$7,592	\$8,285	\$1,684	\$1,670	\$1,657	\$1,644	\$1,631	\$0		\$0
Total Revenue	\$72,711	\$107,152	\$4,147	\$4,225	\$4,306	\$4,392	\$4,481	\$2,957		\$0
Costs										
Construction	(\$44,500)	(\$44,500)	\$0	\$0	\$0	\$0	\$0	\$0		\$0
PeGu	(\$800)	(\$800)	\$0	\$0	\$0	\$0	\$0	\$0		\$0
PM, Contingency	(\$3,624)	(\$3,624)	\$0	\$0	\$0	\$0	\$0	\$0		\$0
O&M	(\$2,500)	(\$3,755)	(\$103)	(\$106)	(\$109)	(\$113)	(\$116)	(\$119)		(\$209)
Total Costs	(\$51,424)	(\$52,679)	(\$103)	(\$106)	(\$109)	(\$113)	(\$116)	(\$119)		(\$209)
Net Benefit	\$21,287	\$54,473	\$4,044	\$4,119	\$4,197	\$4,279	\$4,365	\$2,837	...	\$5,719

Power Purchase Agreement Cash Flow

Revenue	NPV	SUM	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	...	Year 25
Bill Savings	\$65,118	\$98,867	\$2,463	\$2,554	\$2,650	\$2,748	\$2,851	\$2,957		\$5,928
Costs										
PPA Costs	(\$58,698)	(\$87,097)	(\$2,659)	(\$2,716)	(\$2,776)	(\$2,836)	(\$2,898)	(\$2,961)		(\$4,457)
PM, Contingency	(\$2,265)	(\$3,252)	(\$130)	(\$130)	(\$130)	(\$130)	(\$130)	(\$130)		(\$130)
Total Costs	(\$60,963)	(\$90,348)	(\$2,789)	(\$2,847)	(\$2,906)	(\$2,966)	(\$3,028)	(\$3,091)		(\$4,587)
Net Benefit	\$4,155	\$8,518	(\$326)	(\$292)	(\$256)	(\$218)	(\$177)	(\$134)	...	\$1,341





SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

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Email: info@sbvwcd.org
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Memorandum No. 1274

To: Board of Directors

From: General Manager, Daniel Cozad

Date: June 11, 2014

Subject: CSDA Bylaws Update

RECOMMENDATION

Review and vote on the suggested Bylaws update as suggested by CSDA.

BACKGROUND

CSDA has requested updates in the following areas: General clean-up to reflect updates and organization changes over the last 3 years, Clarifying language to the CSDA Board nomination and election process, Updates to various committee definitions and titles, and CSDA affiliated chapter clarification.

The full proposed changes to CSDA's Bylaws are attached for your review.

FISCAL IMPACT

None.

BOARD
OF
DIRECTORS

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

Division 3:
Manual Aranda, Jr.
Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL
MANAGER

Daniel B. Cozad



BYLAWS

California Special Districts Association

Approved Bylaw Revision Dates:

Revised 1996

Revised 1999

Revised 2004

Revised October 1, 2009

Revised August 2, 2010

Revised August 1, 2011

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ARTICLE I – GENERAL

Section 1. Purpose:

In addition to the general and specific purposes set forth in the Articles of Incorporation of the California Special Districts Association (CSDA), CSDA will provide outreach, education, and member services, and shall generate legislative advocacy for member interests. CSDA will interact with the government associations and groups that support or oppose its membership's interests.

Section 2. CSDA Regions/Networks:

The state of California shall be divided along county boundaries into six ~~(6)~~ voting regions/networks. The areas of the regions/networks have been determined by the Board of Directors of CSDA.

Exhibit A.....Map of the six (6) regions/networks of CSDA.

~~Exhibit B.....Names of the counties within the six (6) regions.~~

Section 3. Principal Office:

The principal business office of CSDA shall be located in Sacramento, California.

ARTICLE II – MEMBERSHIP

Section 1. Qualification of Membership:

| There may be several classes of membership in ~~the~~ CSDA, as determined by the Board of Directors. The following classes have been adopted:

A. Regular Voting Members:

Regular voting members shall be any public agency formed pursuant to either general law or special act for the local performance of governmental and/or proprietary functions within limited boundaries, and which meets any one of the following criteria:

1. Meets the definition of “independent special district” set forth in Government Code Section 56044 by having a legislative body all of whose members are elected, or which members are appointed to fixed terms; or
2. A public agency whose legislative body is composed of representatives of two or more other public agencies. Such representatives may be either members of the legislative body or designated employees of such other public agencies. Public agencies which qualify as regular members pursuant to these criteria include, but are not limited to the following public agencies: (a) air quality management districts; (b) air pollution control districts; (c) county water agencies or authorities; (d) transit or rapid transit districts, or transportation authorities; (e) metropolitan water districts; (f) flood control and/or water conservation districts; (g) sanitation agencies.

Regular voting members do not include the state, cities, counties, school districts, community college districts, dependent districts, or joint powers authorities. Dependent districts are defined as those special districts whose legislative body is composed exclusively of members of a Board of Supervisors of a single county or city council of a single city, LAFCOs, joint powers authorities or the appointees of such legislative bodies with no fixed terms.

Regular voting members have voting privileges and may hold seats on the Board of Directors.

B. Associate Non-Voting Members:

Shall be those organizations such as dependent districts, cities, mutual water companies, and those public agencies that do not satisfy the criteria for regular voting membership specified in Section A above.

Associate members have no voting privileges and may not hold a seat on the Board of Directors.

C. Business Affiliate Members:

Shall be those persons or organizations that provide services to special districts and/or have evidenced interest in the purposes and goals of CSDA. Business Affiliates have no voting privileges and may not hold a seat on the Board of Directors.

D. ~~Liaison Representatives:~~

~~Members of CSDA, who hold memberships in other organizations which have shown an interest in the purposes of CSDA, may request the Board of Directors to appoint a non-voting liaison representative from the interested organization to participate in activities conducted by CSDA. Non-inclusive examples of said organizations are recreation and park, fire, cemetery, and mosquito abatement/vector control.~~

~~The Board of Directors may invite the non-voting liaison representatives to attend CSDA meetings and participate in CSDA committees at the discretion of the Board. Liaison representatives have no voting privileges and may not hold a seat on the Board of Directors.~~

Section 2. Membership Application:

Application for membership to CSDA will be directed to staff, who will determine if the applicant's interest and purpose is in common with CSDA. If the applicant meets the requirements of membership, the Board of Directors shall approve the new member by a majority vote of the Board. Acceptance to membership shall authorize participation in CSDA activities as specified in these Bylaws.

Section 3. Membership Dues:

The membership dues of CSDA shall be established annually by a majority vote of the Board of Directors at a scheduled Board meeting. Authority to adjust the dues shall remain with the Board of Directors.

Section 4. Membership Voting:

Matters to be voted upon by the membership shall be determined by the Board of Directors in accordance with these Bylaws. Only those matters of which proper notice was given by CSDA may be voted upon.

A. Voting Designee:

In accordance with these Bylaws, regular voting members in good standing shall have voting privileges. The governing body of each regular voting member shall designate by resolution, one representative from their respective district who shall have the authority to exercise the right of the regular voting member to vote. Such voting designee shall be a Board member or managerial employee of the member regular voting member. ~~Each regular voting member shall file such resolution with CSDA.~~

B. Voting Authorization:

Those regular voting members who have paid the required dues as set by the Board of Directors are members in good standing. Each regular voting member in good standing

shall be entitled to one vote on all matters brought before the membership for vote at any meeting or mail ballot.

Section 5. Membership Quorum:

A. Meeting Quorum:

Twenty-five ~~(25)~~ voting designees, as defined in Article II, Section 4, officially designated by each regular voting member present at any annual or special meeting of the CSDA shall constitute a quorum. Absentee ballots ~~shall~~will not be accepted.

B. Mailed Ballot Quorum:

Mail ballots received from ~~twenty-five (25)~~ voting designees shall constitute a quorum.

Section 6. Membership Meetings:

A. Annual Business Meeting:

The annual business meeting of the members shall be held at the Annual CSDA Conference at such time and place as determined by the Board of Directors. Written notice of the annual business meeting shall include all matters that the Board intends to present for action and vote by the members.

Written notice of any annual meeting of the members of CSDA, via mail and/or electronic delivery, and/or facsimile shall be sent to each regular voting member in good standing, at least 45 days in advance of the designated date of such meeting. The notice shall include the time and place, and all matters the Board of Directors intends to present for action and vote by the members.

B. Special Meetings:

Special meetings of the members may be called at any time by the President, by a majority of the Board of Directors, or by a majority of at least a quorum of the members. Written notice shall include all matters the Board of Directors intends to present for action and vote by the members.

Written notice of any special meeting of the members of CSDA, via mail and/or electronic delivery, and/or facsimile shall be sent to each regular voting member in good standing, at least ten days in advance of the designated date of such meeting. The notice shall include the time and place, and all matters intended to be presented for action and vote by the members.

C. ~~Notice of Meetings:~~

~~Written notice of any annual or special meeting of the members of CSDA, via mail and/or electronic delivery, and/or facsimile shall be sent to each regular voting member in good standing, not later than forty-five (45) days in advance of the designated date of such meeting. The notice shall include the time and place, and all matters the Board of Directors intends to present for action and vote by the members.~~

D.C. Mail Ballot:

The Board of Directors may at its discretion authorize the voting upon any issue, by written ballot mailed to each regular voting member in good standing. Such ballot shall be mailed by first class mail, at least ~~not later than forty-five (45)~~ days in advance of the date the CSDA has designated for the return of the ballot by each member to CSDA.

E.D. Majority Vote:

A majority of votes cast or ballots received ~~vote of all regular voting members voting~~ shall be necessary to carry any matter voted upon, provided a quorum of members has voted in person or by mail ballot. Voting by proxy shall ~~will~~ not be allowed.

Section 7. Termination of Membership:

Any member delinquent in the payment of dues for a period of three ~~(3)~~ months after said dues are due and payable, shall be notified in writing of such arrearage, and shall be given written notice of possible termination. If such delinquent dues remain unpaid for ~~forty-five (45)~~ days after said notice, the delinquent member shall automatically cease to be a member of CSDA.

A delinquent member may be restored to membership by making written application to the Board of Directors of the CSDA. Such reinstatement shall be at the discretion of the Board.

ARTICLE III – DIRECTORS

Section 1. Number of Directors:

The authorized number of elected directors to serve on the Board of Directors shall be ~~eighteen~~ ~~(18)~~. Each regular voting member agency shall be limited to one seat on the Board.

There shall be three ~~(3)~~ directors elected from each of the six ~~(6)~~ CSDA regions/networks. Directors elected from each of the six ~~(6)~~ regions/networks shall hold staggered three ~~(3)~~-year terms. The three directors serving a term of office from a region/network shall be elected from three ~~(3)~~ different regular voting member agencies located in that region/network.

Section 2 Term of Office:

Directors elected from each of the six ~~(6)~~ regions/networks shall hold staggered three ~~(3)~~-year terms. After the annual election of directors, a meeting of the Board shall be held to ratify the election results. The term of office of the newly elected persons shall commence on the following January 1 and shall terminate in three ~~(3)~~-years.

Section 3. Nomination of Directors:

Nomination shall be by region/network. Any regular voting member in good standing is eligible to nominate one person from their district to run for director of CSDA. The director nominee shall be a board member of the district or a managerial employee as defined by that district's Board of Directors. Nomination of the director designee shall be made by a resolution or minute action of the regular voting member ~~'ss'~~ Board of Directors. Only one individual from each regular voting member district may be nominated to run at each election. In the event an incumbent does not re-run for his/her seat, the nomination period for that region/network shall be extended by ten days.

The CSDA staff, in conjunction with the Elections and Bylaw Committee, will review all nominations received and accept all that meet the qualifications set by these Bylaws. A slate of each region's/network's qualified nominees will be submitted by mail ballot, to that region's/network's regular voting membership for election pursuant to Article III, Section 4

Section 4. Election of Directors:

The Election and Bylaws Committee shall have primary responsibility for establishing and conducting elections. The Committee may enforce any regulation in order to facilitate the conduct of said elections. Voting for directors shall be by the regular voting members from the region/network from which they are nominated. ~~six (6) regions and shall be conducted by mail.~~

The Election and Bylaws Committee shall meet each year to review, with staff, the regions/networks where election of directors will be necessary. The Committee will coordinate, with staff, the dates nomination requests shall be mailed to the regular voting members, the and ~~officially~~ date for the nomination requests to be received at the CSDA office, and ~~will~~ set the date of the election.

A. Written Notice:

Written notice requesting nominations of candidates for election to the Board of Directors shall be sent first class mail to each regular member on the date specified by the Election and Bylaws Committee, which shall be at least ~~one hundred and twenty (120)~~ days prior to the election. The nominations must be received by ~~the~~ CSDA before the established deadline which shall be no later than ~~sixty (60)~~ days prior to the election. Nominations received after the deadline date shall be deemed invalid.

B. Balloting and Election:

Voting for directors shall be by mail.

After the nomination period for directors is closed, a mailed ballot specifying the certified nominees in each region/network shall be distributed to each regular voting member in that region/network ~~good standing~~ by first class mail. Each such regular member in each region/network shall be entitled to cast one vote for each of that region's/network's open seats on the Board.

The ballot for each region/network shall contain all nominations accepted and approved by CSDA staff. In the event there is only one nomination in a region/network, the nominee shall automatically assume the Seat up for election and a ballot shall not be mailed. Staff will execute a Proof of Service certifying the date upon which all regular voting members of each region/network were mailed a ~~mail~~ ballot.

Ballots shall be returned by mail to the principal business address of CSDA prior to the close of business (5:00 pm) on the designated election date, which shall be at least ~~forty-five (45)~~ days prior to the ~~annual business meeting of the members held at the~~ Annual Conference. Ballots received after the specified date shall not be counted.

All ballots shall remain sealed until opened in the presence of the Election and Bylaws Committee chairperson or his/her designee.

Section 5. Event of Tie:

In the event of a tie vote, a supplemental mail ballot containing only the names of those candidates receiving the same number of votes shall be mailed to each regular voting member in the region/network where the tie vote occurred.

Those mail ballots received prior to the close of business (5:00 pm) on the date designated by the Election and Bylaws Committee shall be considered valid and counted. All supplemental mail ballots received after the designated date will be deemed invalid. All ~~such~~ ballots shall remain sealed until opened in the presence of the Committee chair or his/her designee.

In the event the supplemental mail ballot results in a tie vote, the successful candidate will be chosen by a drawing by lot.

Section 6. Director Vacancy:

In the event of a director vacating his/her seat on the Board of Directors, an individual who meets the qualifications as specified in these Bylaws may be appointed or elected to complete the director's unexpired term.

A. Two or Three Vacant Seats in the Same Region/Network:

In the event more than one seat on the CSDA Board of Directors in any one region/network is vacant at the same time, such vacancies shall be filled by election. A mail ballot shall be prepared; listing all nominees for that region/network accepted and approved pursuant to Article III, Section 4 of these Bylaws

Regular Members of each region/network shall be entitled to cast one vote for each open seat in that region/network. The candidate receiving the most votes will be elected to the vacant seat with the longest remaining term. The candidate receiving the second highest number of votes will be elected to fill the vacant seat with the second longest remaining term. The candidate receiving the third highest number of votes will be elected to fill the vacant position with the third longest remaining term.

B. Vacancy During Nomination Period:

In the event of a vacancy occurring "during" the nomination period ~~prior to the annual election~~, the vacancy shall be filled by election. Written notification of the vacancy and request for nominations shall be sent to each regular member in the region/network in which the vacancy occurred. Nominations will be accepted for ~~the~~ such vacant seat ~~and which~~ shall be placed on the mail ballot for election in that region/network.

C. Vacancy After Nomination Period:

In the event of a vacancy occurring "after" the nomination period has closed, at the discretion of the CSDA Board, the vacancy may remain unfulfilled until the next regularly scheduled election or may ~~shall~~ be filled by appointment. Should the CSDA Board choose to fill the vacancy by appointment, Notification of the vacancy and request for nominations shall be sent to all regular members in the region/network in which the vacancy occurred.

The region's/network's existing directors sitting on the CSDA Board shall interview all interested candidates of that region/network and bring a recommendation to the CSDA Board of Directors ~~of the CSDA~~. The Board shall make the appointment to fill the unexpired term of the vacated Board position.

Section 7. Director Disqualification:

- A. A director shall become disqualified from further service upon the occurrence of the following:

A director's district is no longer a member of ~~the~~ CSDA; a director is no longer a board member or an employee of a member district; and/or a director shall resign.

Any officer or director may resign at any time by giving written notice to the President or CEO ~~Executive Director~~. Any such resignation shall take effect at the date of the receipt of such notice or at any time specified therein.

- B. The position of a director may be declared vacant by a majority vote of the CSDA Board of Directors when a director shall fail ~~s~~ to attend three ~~(3)~~ consecutive meetings of the Board, ~~without prior notice to the Board President~~.

Section 8. Powers of Directors:

Subject to the limitations of these Bylaws, the Articles of Incorporation, and the California General Nonprofit Corporation Law, all corporate powers of the CSDA shall be exercised by or under the authority of the Board of Directors.

ARTICLE IV – DIRECTOR MEETINGS

Section 1. Place of Meetings:

Meetings of the Board of Directors shall be held in the state of California, at such places as the Board may determine.

Section 2. Ratification Meeting:

Following the election of Directors, the Board shall hold a meeting at such time and place as determined by the Board for the purpose of ratifying the newly elected directors and to transact other business of ~~the~~ CSDA.

Section 3. Organization Meeting:

After the ratification meeting, an organizational meeting of the Board shall be held at such time and place as determined by the Board for the purpose of electing the officers of the Board of Directors and the transaction of other business of ~~the~~ CSDA.

Section 4. Planning Session:

~~As directed by the Board of Directors~~~~Before the end of each calendar year~~, a special Strategic Planning Meeting shall be held ~~by the Board of Directors~~ to review and evaluate the plans, policies and activities related to the business interests of CSDA.

Section 5. Regular Meetings:

The dates of the regular meetings of the Board of Directors shall be ratified at the ~~last~~~~first~~ Board meeting of the ~~previous~~ year. The meetings shall be held at such time and place as the Board may determine. The dates and places of the Board meetings shall be published in the CSDA's publications for the benefit of the members.

Section 6. Special Meetings:

A special meeting of the Board of Directors, for any purpose, may be called at any time by the President or by any group of seven ~~(7)~~ directors.

Such meetings may be held at any place designated by the Board of Directors. In the event directors are unable to personally attend the special meeting, teleconferencing means will be made available.

Notice of the time and place of special meetings shall be given personally to the directors, or sent by written or electronic communication. All written notices shall be sent at least ten ~~(10)~~ days prior to the special meeting and electronic notices ~~at least~~~~not less than~~ five ~~(5)~~ days prior.

Section 7. Quorum:

A quorum of the Board of Directors for the purpose of transacting business of the CSDA shall consist of ten ~~(10)~~ directors. A majority vote among at least ten ~~(10)~~ directors present at a duly noticed meeting shall constitute action of the Board of Directors.

Section 8. Official Records:

All official records of the meetings of the CSDA shall be maintained at the principal business office of the CSDA.

ARTICLE V – OFFICERS

Section 1. Number and Selection:

The officers of ~~the~~ CSDA shall be the President, Vice President, Secretary, Treasurer and ~~the~~ Immediate Past President. The officers shall be elected annually from the then current members of the Board of Directors without reference to regions/networks. All officers shall be subordinate and responsible to the CSDA Board of Directors and shall serve ~~the CSDA~~ without compensation.

Each shall hold office for the term of one ~~(1)~~ year, or until resignation or disqualification.

The Board of Directors may appoint such other officers as the business of ~~the~~ CSDA may require. Each of the appointed officers shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors may determine.

Section 2. Duties of the President:

The President shall be the chief officer of the CSDA and shall, subject to the approval of the Board of Directors, give supervision and direction to the business and affairs of ~~the~~ CSDA.

The President shall preside at all Board of Director and membership meetings. The President shall be an ex-officio member of all Standing Committees. ~~The President and shall recommend appoint appointment of~~ committee chairs and vice-chairs and members of the Standing Committees. ~~Such appointments are~~ subject to ratification confirmation by the Board of Directors.

The President shall have the general powers, duties and management usually vested in the office of the president of a corporation. The President shall have such other powers and duties as may be prescribed by these Bylaws or by the vote of the Board of Directors.

Section 3. Duties of the Vice President:

In the absence of, or disability of the President, the Vice President shall perform all of the duties of the President. When so acting, the Vice President shall have all the powers of the President, and be subject to all the restrictions upon the President.

The Vice President shall be ~~the chair of the Planning Committee and~~ an ex-officio member of all of the Standing Committees.

Section 4. Duties of the Secretary:

The Secretary or a designee appointed by the Board of Directors shall give notice of meetings to the Board of Directors, and notices of meetings to the members as provided by these Bylaws.

The Secretary or ~~such~~ designee shall record and keep all motions and resolutions of the Board. A record of all meetings of the Board and of the members shall be maintained. All written records of the Secretary shall be kept at the business office of ~~the~~ CSDA.

A list of the membership of ~~the~~-CSDA shall be maintained by the Secretary or such designee. Such record shall contain the name, address and type of membership, of each member. The date of membership shall be recorded, and in the event the membership ceases, the date of termination.

The Secretary or ~~such~~-designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 5. Duties of the Treasurer:

The Treasurer or a designee appointed by the Board of Directors shall keep and maintain adequate and correct accounts of the properties and the business transactions of ~~the~~-CSDA, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any director or member of the CSDA.

The Treasurer or ~~such~~-designee shall be responsible to cause the deposit of all moneys of the CSDA, and other valuables in the name and to the credit of ~~the~~-CSDA, with such depositories as may be designated by the Board of Directors.

The Treasurer or ~~such~~-designee, shall disburse, or cause to be disbursed by ~~such~~ persons as authorized by resolution of the Board of Directors, the funds of ~~the~~-CSDA, as ordered by the Board of Directors.

The Treasurer or ~~such~~-designee shall serve as chair of the CSDA Fiscal Committee. The Treasurer shall render to the President and the Board of Directors an account of all financial transactions and the financial condition of ~~the~~-CSDA at each Board meeting and on an annual basis, or upon request of the Board.

The Treasurer or ~~such~~-designee shall, after the close of the fiscal year of ~~the~~-CSDA, cause an annual audit of the financial condition of ~~the~~-CSDA to be done.

The Treasurer or such designee shall perform such other duties as may be required by law, by these Bylaws, or by the Board of Directors.

Section 6. Disbursement of Funds:

No funds shall be disbursed by ~~the~~-CSDA unless ~~a~~the check, draft or other evidence of such disbursement ~~has been~~shall be executed on behalf of ~~the~~-CSDA by ~~such~~ persons authorized by resolution of the Board of Directors.

Section 7. Removal of Officers:

Officers of the Board may be removed with or without cause at any meeting of the Board of Directors by the affirmative vote of a majority of the Board of Directors present at such meeting.

ARTICLE VI – COMMITTEES

Section 1. ~~Creation of Committees~~ Structure:

~~The Board of Directors by a majority vote may create one or more committees to serve at the pleasure of the Board, and have such authority as provided by the Board of Directors.~~

Each committee shall have a chair and a vice-chair who shall be directors of the Board of Directors. ~~Appointment of two (2) or more directors to the committees shall be by a majority vote of the Board. Each committee shall have at least two Board members and no more than nine Board members.~~ Directors may be appointed as alternate members of a committee, in the event of an absent committee member.

Other members of any committee may include designees of regular, associate or professional Business Affiliate members. ~~and liaison representatives from other organizations pursuant to Article II, Section 1 to be approved by majority vote of the CSDA Board of Directors.~~

Section 2. Committee Actions:

All actions of any committee of the CSDA shall be governed by and taken in accordance with the provisions of these Bylaws. All committees shall serve at the pleasure of the Board and have such authority as provided by the Board of Directors. Minutes of each committee meeting shall be kept and each committee shall present a report to the Board of Directors at each scheduled Board meeting.

No committee may take any final action on any matter that, under these Bylaws, or under the California Nonprofit Public Benefit Corporation Law, also requires approval of the members of the CSDA.

All committees, regardless of Board resolution, are restricted from any of the following actions as imposed by the California Nonprofit Public Benefit Corporation Law

No committee may: Fill vacancies on the Board of Directors or on any committee that has authority of the Board; create any other committees of the Board or appoint the members of the committees of the Board.

No committee may fix compensation of the directors for serving on the Board or on any committee; e~~E~~xpend corporate funds to support a nominee for director; or approve any contract or transaction to which CSDA is a party and in which one or more of its directors has a material financial interest.

No committee may amend or repeal Bylaws or adopt new Bylaws or amend or repeal any resolution of the Board that by its express terms is not subject to amendment or repeal.

Section 3. Committee Meetings:

Meetings of the committees of ~~the~~ CSDA shall be held in accordance with the provisions of these Bylaws. The time and place for regular meetings of such committees may be determined

by the Board or by such committees. Special meetings of the committees may be called by the chair of such committee, or by the Board of Directors.

Section 4. Standing Committees:

Standing Committees of ~~the~~ CSDA shall be advisory in nature except for the Finance Corporation (see Section 4D). The Standing Committees are: Executive, Education Professional Development, Elections and Bylaw, Finance Corporation, Fiscal, Legislative, Membership Recruitment Member Services and Planning and Audit.

The President shall recommend the appointment of committee officers and members of each Standing Committee except the Executive Committee. All committee members are subject to ratification by the Board of Directors.

A. Executive Committee:

The Executive Committee shall consist of all officers of ~~the~~ CSDA. Members shall include the President, Vice President, Secretary, Treasurer and the Immediate Ppast Ppresident of the CSDA. If the Immediate Ppast Ppresident is no longer a member of the Board of Directors, a previous past president may be appointed. If there are no directors who have served as president in the past, the President shall appoint a current director to serve as a member of the Executive Committee.

Subject to these Bylaws and approval of the Board of Directors, the Executive Committee shall have full power, authority and responsibility for the operation and function of the CSDA.

B. Professional DevelopmentEducation Committee:

The Education Professional Development Committee shall plan, organize and direct CSDAthe education professional development programs and events of the CSDA. The Committee shall organize the Annual Conference and the Special District Legislative Days. A public relations program shall be maintained by the Committee.

C. Election and Bylaws Committee:

The Election and Bylaws Committee shall be responsible for conducting all elections ~~for~~ the CSDA Board of Directors as provided in these Bylaws. The Committee shall annually review the Bylaws and shall be responsible for membership vote on any bylaw changes and approval of election materials.

D. Finance Corporation Committee:

The Finance Corporation Committee shall serve as the Board of Directors of the CSDA Finance Corporation a California non profit public benefit corporation organized to provide financial assistance to CSDA members in acquiring, constructing and financing various public facilities and equipment for the use and benefit of the public. The Finance Corporation Committee is not an advisory committee, but has all of the powers described in the CSDA Finance Corporation Bylaws, which are incorporated herein by this reference. Such powers include the powers to manage and control the business affairs of the corporation, to approve policies for the corporation's operations, and to

~~enter into all contracts necessary to provide financial assistance to CSDA members and be responsible for oversight of the programs of the CSDA Finance Corporation.~~

E. Fiscal Committee:

The Treasurer shall serve as the chair of the Fiscal Committee and shall, with the Committee, be responsible for oversight of all the financial transactions of the CSDA. An annual budget shall be ~~prepared~~ reviewed by the committee and ~~shall be~~ ratified by the Board of Directors.

~~The Fiscal Committee shall assist the Planning Committee in the continuing development of the CSDA's "Strategic Plan".~~

F. Legislative Committee:

The Legislative Committee shall be responsible for the development of ~~the~~ CSDA's legislative agenda. The Committee shall review, direct and assist the CSDA Advocacy and Public Affairs ~~Legislative~~ Department with legislative and public policy issues.

G. ~~Member Services~~Membership and Recruitment Committee:

The ~~Membership and Recruitment~~ Member Services Committee shall be responsible for recruitment and recommendation of new members to the CSDA Board of Directors. All new members shall be ratified by the Board of Directors.

H. Planning Committee:

~~The Planning Committee in conjunction with the Fiscal Committee shall be responsible for the continuing development of the "Strategic Plan" of the CSDA. The "Strategic Plan" shall be reviewed and monitored. The Committee shall recommend revisions and/or additions to the Board of Directors for ratification.~~

I.H. Audit Committee:

The Audit Committee is responsible for maintaining and updating internal controls. The Committee selects the Auditor for Board of Director approval and provides guidance to the auditors on possible audit and fraud risks. The Committee reviews the audit and management letter and makes recommendation to the Board of Directors for action.

Section 5. Ad Hoc Committees:

The President may appoint other Ad Hoc Committees and their officers as may be determined necessary for the proper operation of the CSDA. The Standing Committees and the Ad Hoc Committees shall plan and authorize such programs as may be directed by the Board of Directors.

The Ad Hoc Committees shall be advisory in nature and shall be composed of at least two ~~(2)~~ members of the Board of Directors. Other members of such committees may include designees of regular, associate or professional members, ~~liaison representatives of other organizations,~~ or members of the public, as approved by the Board of Directors.

Section 6. Special Committee of the Board:

A Special Committee may be granted authority of the Board as a Committee of the Board, as required by the California Nonprofit Public Benefit Corporation Law, provided by a specific resolution adopted by a majority of the Board of Directors then in office. In such case, the Special Committee shall be composed exclusively of two ~~(2)~~ or more directors, but less than a quorum of the Board of Directors.

ARTICLE VII – INDEMNIFICATION

Section 1. Right of Indemnity:

To the fullest extent permitted by law, the CSDA shall defend, indemnify and hold harmless both its past and present directors, officers, employees and other persons described in Section 5238(a) of the California Corporations Code, against any and all actions, expenses, fines, judgments, claims, liabilities, settlements and other amounts reasonably incurred by them in connection with any “proceeding”, as that term is used in the Section 5238(a) of the California Corporations Code.

“Expenses”, as used in these Bylaws, shall have the same meaning as in Section 5238(a) of the California Corporations Code.

Section 2. Approval of Indemnity:

On written request to the Board by any person seeking indemnification under Section 5238(b) or Section 5238(c) of the California Corporations Code, the Board shall promptly determine under Section 5238(e) of the California Corporations code whether the applicable standard of conduct set forth in Section 5238(b) or Section 5238(c) has been met, and if so, the Board shall authorize indemnification.

If the Board cannot authorize indemnification because the number of directors who are parties to the proceeding with respect to which indemnification is sought prevents the formation of a quorum of directors who are not parties to that proceeding, the Board shall promptly call a meeting of the members.

At the request for indemnification meeting, the members shall determine under Section 5238(e) of the California Corporations Code whether the applicable standard or conduct set forth in Section 5238(b) or Section 5238(c) has been met, and, if so, the members present at the meeting in person or by proxy shall authorize indemnification.

Section 3. Insurance:

The CSDA shall have the right to purchase and maintain insurance to the full extent permitted by law, on behalf of its officers, directors, employees, and agents, against any liability asserted against or incurred by any officer, director, employee or agent in such capacity, or arising out of the officer's, director's, employee's, or agent's status as such.

Section 4. Liability:

No member, individual, director, or staff member of the CSDA shall be personally liable to the CSDA's creditors, or for any indebtedness or liability. Any and all creditors shall look only to the CSDA's assets for payment.

ARTICLE VIII – LOCAL CHAPTERS

Section 1. Purpose:

The purpose of local chapters is to provide a local forum of members for the discussion, consideration and interchange of ideas concerning matters relating to the purposes and powers of special districts and the CSDA.

The local chapters may meet to discuss issues bearing upon special districts and the CSDA. The chapters may make recommendations to the CSDA's Board of Directors.

Section 2. Organization:

The regular voting members of ~~the~~ CSDA are encouraged to create and establish local chapters. In order to be recognized as a CSDA Chapter, each Chapter must approve and execute a Chapter Affiliation Agreement in order to obtain the right to use the CSDA name, logo, membership mailing list, intellectual property, endorsements, and CSDA staff support and technical assistance in conducting Chapter activities. The terms and conditions of the Chapter Affiliation Agreement are incorporated herein by this reference.

Each chapter formed prior to August 1, 2011, including but not limited to ~~of~~ the following ~~existing~~ chapters must have at least one ~~(4)~~ CSDA member in their membership at all times: Alameda, Butte, Contra Costa, Kern, Marin, Monterey, Orange (ISDOC), Placer, Sacramento, San Bernardino, San Diego, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara and Ventura. These existing chapters are strongly encouraged to have all district members as CSDA members, however the existing local chapter may include members of Such existing chapters may include as members local organizations, districts and professionals who are not members of ~~the~~ CSDA.

New chapters formed after August 1, 2011, are required to have 100 percent of their special district members as be current members of CSDA ~~members~~ in order to be a chapter affiliate of CSDA. ~~The existing~~ Such local chapters may include members of local organizations and professionals who are not members of CSDA.

Local chapters shall be determined to be affiliates of the CSDA upon approval and execution of the Chapter Affiliation Agreement by the local chapter and approval and ratification of the Chapter Affiliation Agreement by the CSDA Board of Directors ~~of the CSDA~~. The chapters shall be required to provide updated membership lists to the CSDA at least annually.

CSDA and its local chapters shall not become or be deemed to be partners or joint ventures with each other by reason of the provisions of these Bylaws or the Chapter Affiliation Agreement.

Section 3. Rules, Regulations and Meetings:

Each local chapter shall adopt such rules and regulations, meeting place and times as the membership of such local chapter may decide by majority vote. Rules and regulations of the local chapter shall not be inconsistent with the Articles of Incorporation or Bylaws of ~~the~~ CSDA.

Section 4. Financing of Local Chapters:

No part of ~~the~~ CSDA's funds shall be used for the operation of the local chapter affiliates. ~~The~~ CSDA is not responsible for the debts, obligations, acts or omissions of ~~theirs~~ local chapters.

Section 5. Legislative Program Participation:

Local chapters may function as a forum in regard to federal, state and local legislative issues.

The chapters may assist ~~the~~ CSDA in the distribution of information to their members.

ARTICLE IX – AMENDMENTS TO THE BYLAWS

Section 1. Amendment Proposals:

Any regular voting member in good standing may propose changes to these Bylaws. The proposed amendments shall be reviewed by the Board of Directors and submitted to the Election and Bylaws Committee for their study.

After examination by the Election and Bylaws Committee and upon resolution of the Board of Directors the amendment proposals may be submitted for vote at the Annual Business meeting of the members held by ~~the~~ CSDA, at a specially called meeting, or by a mailed ballot.

Section 2. Amendment Membership Meeting:

Prior notice in writing of the proposed amendment/s to these Bylaws shall be given by the Board of Directors to the regular voting members, not later than ~~forty-five (45)~~ days in advance of the amendment meeting.

Electronic copies of the proposed amendment/s shall be available on the CSDA website for the regular voting members prior to the meeting. Copies of the proposed amendments shall be available for the voting members at the amendment meeting, ~~upon advance requests~~.

Section 3. Mailed Amendment Ballot:

When a mailed ballot is utilized to amend these Bylaws, the ballot shall include all amendments and matters the Board ~~of Directors~~ intends to present for action and vote by the members and shall be mailed by ~~the~~ CSDA to all regular voting members ~~in good standing~~. ~~The~~Such ballot shall be mailed by first class mail, not later than ~~forty-five (45)~~ days in advance of the date ~~the~~ CSDA has designated for the receipt of the ballot.

The amendment ballot must be received by ~~the~~ CSDA, no later than the established deadline date and time. Ballots received after the specified deadline will be deemed invalid

Section 4. Amendment Ratification:

A. Membership Meeting:

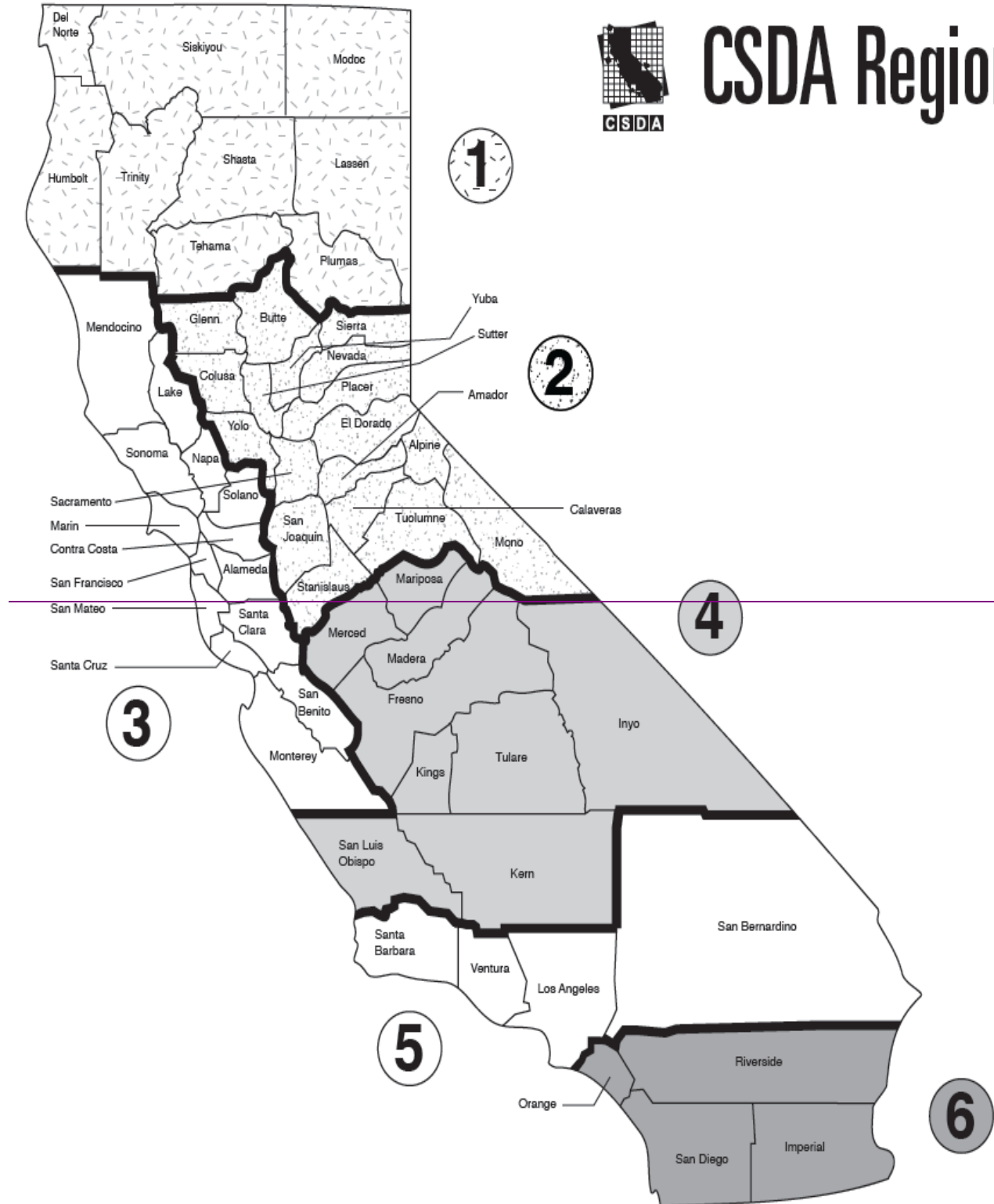
The proposed Bylaw amendments shall be deemed adopted by a majority vote of all regular voting members present at a membership meeting, at which a quorum, as defined in Article 2, Section 5 of these Bylaws, of the members is present.

B. Mailed Ballot:

The proposed Bylaw amendment/s shall be deemed adopted when ballots have been returned by a quorum of the regular voting members, and have been approved by a majority vote of the mail ballots returned.



CSDA Regions





2015 Regions/Networks





SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT

Established 1932

1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
(909) 793-2503
Fax: (909) 793-0188

Email: info@sbvwcd.org
www.sbvwcd.org

Memorandum No. 1275

To: Board of Directors

From: General Manager, Daniel Cozad

Date: June 11, 2014

Subject: Continue MSR\LAFCO Consultant Support Contract

RECOMMENDATION

Review, approve and authorize the General Manager to contract for technical support in an amount of \$12,000, \$3,000 per month for four (4) months, and then on a month to month basis to support current Municipal Service Review (MSR) and completion of re-instating the District's sphere of influence through LAFCO.

BACKGROUND

The Board directed Staff on its priorities to review and address governance related matters including the MSR and other LAFCO issues. Previously, California Strategies, Inc. has been helpful handling the technical and governance matters needed to support the District with LAFCO issues. Since completion of the current MSR and re-instatement of the District's sphere of influence is not complete, the District would like to continue to utilize the California Strategies for these services in fiscal year 2014-2015.

FISCAL IMPACT

The District approved budget for 2014-15 includes adequate professional services budget for these costs.

BOARD
OF
DIRECTORS

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

Division 3:
Manual Aranda, Jr.
Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL
MANAGER

Daniel B. Cozad

CONSULTANT SERVICES AGREEMENT FOR GOVERNMENTAL CONSULTING SERVICES

This Consultant Services Agreement for Governmental Consulting Services (“Agreement”) by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a water conservation district, duly formed and existing under Water Code sections 74000, et seq. (“District”), and **CALIFORNIA STRATEGIES, LLC** a California limited liability company (“Consultant”), is effective as of May 15, 2014.

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 overall planning and implementation of Municipal Service Review or possible sphere of influence change with an outcome most favorable to the District, depending on the policy direction of the District Board of Directors.

1.2 Authorization to Begin. The Consultant shall begin work or services immediately upon execution of this Agreement by District and Consultant. Further, no work or services other than that described in the Scope of Work shall be initiated by the Consultant without express authorization of the District and documented as a Change Order to this Agreement.

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.

1.5 Term. Consultant’s services shall be completed immediately upon the execution of this Agreement, and shall continue until not to exceed amount is reached. The term shall be extended only by a written amendment to this Agreement, signed by both parties and presented to the District’s Board of Directors during its regularly scheduled meeting.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be paid a fee of a not to exceed amount of Twelve Thousand Dollars (\$12,000), to be paid for each month of service up to \$3,000 per month and then the district may extend on a month to month basis as needed. If expense is in excess of specified amount it will require prior written approval by District.

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

3.0 COORDINATION OF WORK

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

3.2 Contract Officer. Daniel B. Cozad 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. Consultant shall not contract with any entity to perform in whole or in part the work and services required of Consultant, herein without the prior express 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, all of their employees employed directly by them or through sub-consultants in carrying out the work contemplated under this Agreement, all in accordance

with the Workers' Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Consultant shall provide employer's liability insurance to the limit of the policy but not less than, \$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) up to the limit of the policy but not less than the amount of one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

Professional Liability. Professional Liability appropriate to the Consultant's profession covering Consultant's wrongful acts, negligent actions, errors or omissions to the limit of the policy but not less than one million dollars (\$1,000,000) per claim and annual aggregate.

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

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

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

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

4.1-03.06 Evidences and Cancellation of Insurance. Unless waived by District's Contract Officer, prior to execution of this Agreement, the Consultants shall file with the District evidence of insurance satisfactory to the District. The insurer will give by U.S. mail written notice to the District at least thirty (30) days prior to the effective date of any cancellation, except

for nonpayment of premium for which ten (10) days prior written notice will be given. The Consultant shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts for payment of premiums thereon.

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

4.2-01 Any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, in law or in equity, of every kind of nature whatsoever for, but not limited to, injury to or death of any person including District and/or Consultant, or any directors, officers, employees or designated volunteers of District or Consultant, and damages to or destruction of property of any person, including but not limited to, District and/or Consultant and their directors, officers, rDistrict is liable.

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

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

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

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

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

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

5.0 MISCELLANEOUS

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

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

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

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

5.5 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.

5.6 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.

5.7 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.

5.8 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.

5.9 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.

5.10 Ownership of Work. All work performed by the Consultant hereunder shall be the exclusive property of the District, and shall be kept confidential by the Consultant unless otherwise directed by the District. The Consultant shall provide to the District all notes, maps, 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 5.11 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.

5.11 Termination. This Agreement may be terminated by either party giving 5 days notice in writing to the other party and sent by registered mail to the principal place of business that such notice is addressed. After the expiration of the 5-day interval following notice, no rights or liabilities shall arise out of this relationship, regardless of expenses which may have been made for future governmental affairs endeavors, except that the indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Consultant on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Consultant and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein. Upon termination pursuant to this section, any amount of fees paid for portions of any month during which this Agreement was terminated, following the 5-day notice period, shall be refunded to District on a pro-rata basis.

5.12 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.

5.13 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 confirm that the Terms of this Agreement begin on the date of District's signature below.

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By:_____

Daniel B. Cozad
General Manager

APPROVED AS TO FORM:

RUTAN & TUCKER

Date:_____

By:_____
David B. Cosgrove, General Counsel

CONSULTANT

CALIFORNIA STRATEGIES

By:_____

John Withers

Date:_____



General Manager's Report

For May 10 to June 6, 2014

Daniel B. Cozad

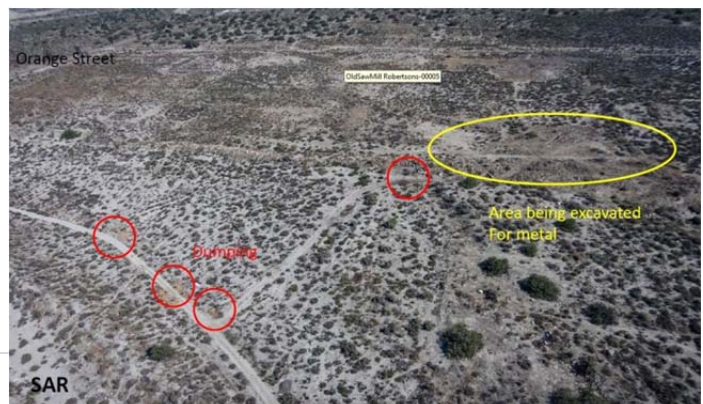
The following report covers the three weeks between meetings and the efforts and activities during the reporting period.

1. **Water Conservation – Plan Goal 1** – Water recharge activities move from water to maintenance in May and June. After sinking water from behind SOD most water in the river is from small river flows. District Staff are monitoring and planning for winter storms, particularly for Mill Creek diversion that has had difficult operations in storms in the past year. Staffs are implementing a plan to for cleanout work in basins, canal clearing and other maintenance in both Mill Creek and in Santa Ana Spreading grounds. We are augmenting our staff with temporary labor to assist our Field Staff.

Staff is moving forward and will request proposals for support for Mill Creek Maintenance Permitting with California Department of Fish and Wildlife. This effort will include our portion of maintenance activities in Santa Ana Spreading Grounds that will coordinate with the HCP. These efforts are being moved forward in the time line due to our need to support the Enhanced Recharge Project improvements outside the HCP which are moving forward. Currently this effort is not expected to exceed the GM authority but will be brought for approval if it does.

2. **Personnel/Administration/Staff – Plan Goal 6** – Staff prepared a revised evaluation template for annual reviews and will be completing these in the next couple weeks in accordance with the budget and District policy. Staffs are preparing to reorganization the office and potentially relocate Staff to various locations within District office to increase efficiency.
3. **Finance/Budget/Audit – Plan Goal 6** – Initial field work is scheduled for June 9th; the Audit is currently planned for June 12th at 1:00 PM
4. **Facility Maintenance - Plan Goal 1** – Available water continues to be recharged to test the facilities replaced by Spiniello as part of the EBX2 construction. Staff worked with contractors and permittees for their on-site field work and aggregate management by Upland Rock and Munoz Construction. Coordinated with Upland Rock on material processing licenses and received payments for material sales.
5. **Wash Plan – Plan Goal 2** – Significant effort was completed in May and many meetings and discussions to prepare for the Task Force meeting on June 4, 2014. Meetings with USFWS, CDFW and many project proponents and consultants have many of the efforts on track and progressing well. Staff presented the Wash Plan to the SBVMWD Advisory Committee on June 5. June 6, a meeting at USFWS offices finalized mining proposals and cleared the way to recover the timeline for completion. A more detailed report on the Task Force meeting, schedule and decisions of the Task Force is included in the Wash Plan Report.

6. **Mining – Plan Goal 2/3** – Management and District Counsel are working with CEMEX to set the royalty market rate under the terms of the Agreement. District staff and CEMEX Management also reviewed mining operations and future plans.
7. **East Branch Extension – Plan Goal 7** – Staff continues to work closely with DWR, contractors and SBVMWD on field activities, coordinating maintenance, management of flows, facilities. Mill Creek Spreading Grounds excavation and pipe construction is mostly completed above Garnet. Testing of replaced facilities continues when water is available. Work ongoing below (west) of Garnett. Staff is working with DWR on several claims and issues and is participating in monthly coordination calls until issues are resolved to insure we are ready for water in the fall.
8. **Collaborative Enhanced Recharge Project – Plan Goal 7** – Additional coordination and cooperation on California Department of Fish and Wildlife permitting and environmental habitat issues related to the Wash Plan occurred. MOU with BLM for construction of enhanced recharge operations will be the subject of a meeting June as staff works to finalize the agreement. Staff coordinated changes to the culvert design with the City of Highland for the Greenspot Road/Bridge culvert replacement and upsizing which construction is mostly complete.
9. **Property/Redlands Plaza – Plan Goal 3** – Coordinating and obtaining quotes for landscaping updates for Redlands Plaza in coordination with City of Redlands Municipal Utilities for drought tolerant landscape. Sign consultant identified a problem in permit approval of the new sign for Redlands Plaza, staff to meet with the City of Redlands. Staff reminded tenants and we want the Board to remember the City is planning to begin construction of Redlands and Alabama/Colton in about a month. Staff will help support tenants need and watch flow through the parking lot as access limited on the street.
<http://www.cityofredlands.org/node/1176>
10. **Public Outreach and Legislative – Plan Goal 4** –Staff coordinated meetings with partners related to Wash Plan, Enhanced Recharge, water management, drought, and groundwater issues, Board recommendations to the BTAC and USAWRA as well as Engineering Committee and USFWS and CDFW for Wash Plan and Mill Creek issues. Staff participated in meetings with SAWPA, SB County Flood, cities, and other water districts including EVWD, developers and others throughout the region.
11. **Current Board Action Implementation – Plan Goal 3** – Staff is implementing the priorities and prepared project plans for trails and stormwater capture studies. Student interns will be working on trail planning, later in June. Field staff are working with the City of Redlands, County of SB on limiting trespass onto District Lands. Staff will be working with SBC Flood control agency to review Mill Creek debris solutions for additional recharge in Mill Creek. Staff coordinated with



County Transportation staff supporting the upgrade of Garnet Bridge. Staff participated in the coordinated drought messages and communications program. Staff attended EVWD Special Board Meeting related to siting of a potential waste water reclamation plant. Staff presented the Board's recommendation to the SBVMWD Board of Directors at their meeting and coordinated with the BTAC Engineering Committee and the Chair of Upper Santa Ana WRA.

12. Computer and IS – Plan Goal 6 – Staff updating the oldest office computers and GIS computer. Spam issues have hampered performance of email will likely need attention.

13. Future Board Activities – Expected short term items for consideration

- a. Initial Audit work and Ad Hoc Audit Committee Meeting
- b. BTAC and Other meetings presenting the Board's Recommendations on Drought
- c. Plunge Creek Contract and Request for Proposals for Engineering Support

14. District Successes –

- a. Full intern group to begin field trail work, Erin Berger returned from field work in the Sierras with great results for her undergraduate research.
- b. Santa Ana Woolly Stars are blooming (see below) and appear to be doing well, as field work on canal cleaning and preparation for invasive removal begins.
- c. All requirements for the CSDA/SDLF Transparency Certificate have been met and the District received notice that they have been awarded the certification. We appreciate everyone's efforts to complete this important benchmark and WMWD and Highland Community News for their review of the District's Website. District of Distinction submittal will follow shortly.





Wash Plan Update

April 14, 2014 through June 4, 2014



Staff working with Fish and Wildlife Service, completed a comprehensive geodatabase that summarizes all covered activities including operations and maintenance schedules. The database also summarizes the implementation schedule (rough step for the HCP) of construction projects. Conservation lands, management areas, and covered species information is also included in the geodatabase. The database and updated material is now hosted on an ESRI server allowing consultants and staff working on the HCP to view the most up-to-date information. Procedures were developed so that changes would not result in “version control” issues and that our regulatory partners (CA DFW and US FWS) could track progress in real time. Staff also reviewed Wash Plan boundaries with the consultants so all projects would be adequately covered for ESA take authority.

Preliminary impacts analysis was completed based on project footprint data and the distribution of covered species. This information is being used by the consultants to develop the impacts analysis section of the HCP based on species distribution and on each specific project. Staff has also developed a category for “trace” habitat values. It is likely that some of the water recharge facilities provide some habitat benefits when not in use, especially for San Bernardino kangaroo rat. This category will provide take coverage, especially for mining and water conservation activities, in areas where detrimental effects on the species are possible, but not highly probable.

Staff has met again with CA Department of Fish and Wildlife staff to determine how to best provide coverage for species also listed under the California Endangered Species Act (CESA). Spine flower and woolly star are listed under both CESA and the Federal Endangered Species Act. California Fish and Wildlife staff has committed to assist in the development of the HCP to ensure endangered species coverage is provided.

	2013		2014												2015										
Activity	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov
Update Revised Covered Activities																									
Update/Revise Biological Information																									
Develop Geodatabase																									
Draft HCP																									
Habitat Management Plan																									
Draft EIS																									
Update EIR																									
Implementing Agreement																									
Land Swap Strategy and Implementation																									
Permit Processing, Easment Development																									

San Bernardino Valley Water Conservation District

Monthly Recharge Report

From: 5/1/2014
To: 5/31/2014



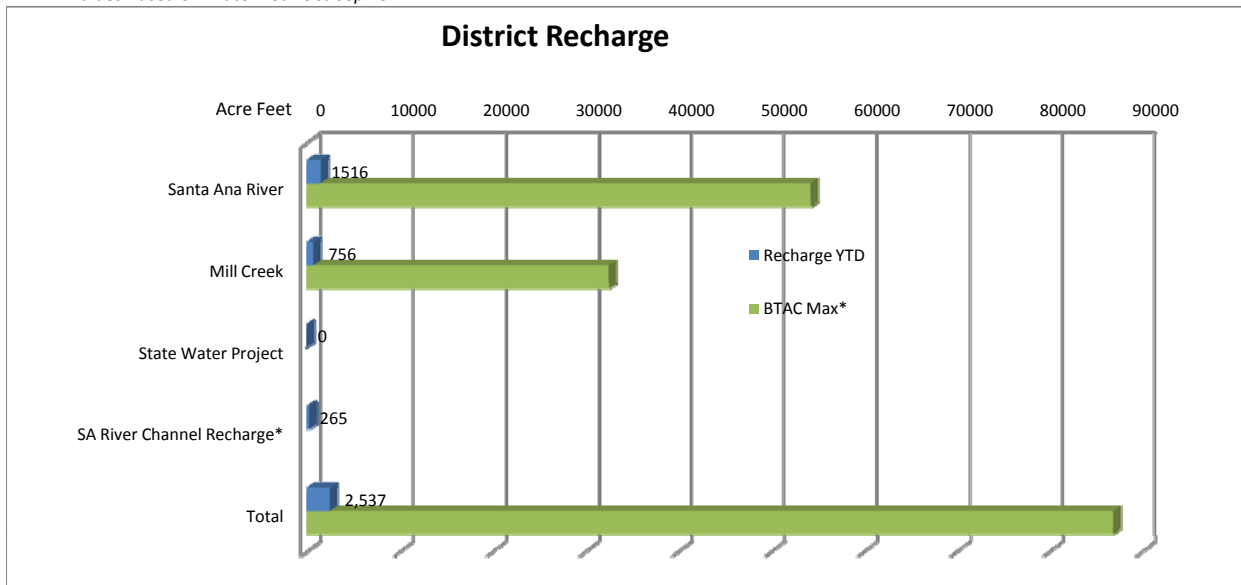
	May				
	Avg Daily Recharge	Monthly Recharge	Recharge YTD	BTAC Max*	% Max
Santa Ana River	0.5	15	1516	54,375	3%
Mill Creek	0.0	0	756	32,625	2%
State Water Project	0.0	0	0	NA	NA
In River Channel Recharge**	0.0	0	265	NA	NA
Total	0	15	2,537	87,000	3%

Values in Acre Feet

*BTAC Revised Max in October 2012

**Monitoring began in Mid-April 2011

*** All Values Based on Water Year Oct-Sep 2014





Board Member Meeting Report

Date: 5/1/2014

Meeting Name: Redlands C.C.

Meeting Location: Redlands V.

Meeting Purpose and Value to District:

Regular Monthly Meet (May)

Significant or Notable Meeting Actions/Issues of Interest for the Board

Reports

1. Council Member: Stacy City
2. Chair of Pottery: Come Forward in Redlands
3. School Chief: Fire Prevention in Dry Hot Weather
4. New Member: 18!
5. Don't Raley won a prize
6. Mary won a prize

Recommendations or Concerns

Good Meeting

Member or Members Attending

Mary Aranda, David Raley

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Board Member Meeting Report

Date: 5/5-6/2014

Meeting Name: ACWA/SPIN

Meeting Location: Monterey Calif

Meeting Purpose and Value to District: Bi Annual ACWA/SPIN Meet

Significant or Notable Meeting Actions/Issues of Interest for the Board

- 5/5: ACWA/SPIN Employee Benefits Program Comm. Meet
- 5/5: ACWA/SPIN Executive Meet
- 5/5: ACWA/SPIN Bd of Directors Meet
- 5/5: ACWA/SPIN Town Hall Meet
- 5/6: ACWA/SPIN: The Challenges of Evaluating Claims
- 5/6: ACWA/SPIN: Leading 4th/6th/7th: Paper & Coproduction
- 5/6 ACWA/SPIN: Keeping Up w/ Affordable Care Act
- 5/6 ACWA/SPIN: Sexual Harassment Prevention for Bd Members & Managers

Recommendations or Concerns

All Bd Members ought to take required Sexual Harassment & Ethics Programs

Member or Members Attending

Melody & Manager

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Board Member Meeting Report

Date: 5/8/2014

Meeting Name: ACWA/ETHICS Class

Meeting Location: Monterey Calif

Meeting Purpose and Value to District:

Reg'd Meetg every 2 yrs. for compliance
w/ APB 1234

Significant or Notable Meeting Actions/Issues of Interest for the Board

1. Brown Act Issues
2. Trustworthiness of Public Officials
3. Conflict of Interest
4. Political Reform Act
5. Bribery

Recommendations or Concerns

all have to take ethics class every 2 yrs

Member or Members Attending

Garry

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Board Member Meeting Report

Date: 5/8-9-10/2014

Meeting Name: ACWA

Meeting Location: Bi Annual ACWA Meet, Monterey

Meeting Purpose and Value to District: Bi Annual Meet

Significant or Notable Meeting Actions/Issues of Interest for the Board

ATTENDED Following: Legal/Larger Comm. M.

1. Surface Water Rts
2. Endangered Species Act Fed/State
3. Drips, Drought TIPS
4. Drip/Direct Consequences
- 5

Recommendations or Concerns

When/when possible our Bd. Members
should attend Larger Comm. Meet

Member or Members Attending

Manny

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Board Member Meeting Report

Date: 5/20/2014

Meeting Name: LEGISLATIVE DAYS CSDA

Meeting Location: SACRAMENTO

Meeting Purpose and Value to District:

UPDATE ON PRESENT & PENDING LEGISLATION
VISIT LEGISLATORS

Significant or Notable Meeting Actions/Issues of Interest for the Board

5/20/2014 - TUESDAY

MORNING: SUBJECTS

1. LEGISLATIVE OVERVIEW by ADVOCACY & PUBLIC AFFAIRS STAFF

2. TAX REFORM. PANEL: SAPEK, BELA, SAUT, GOLDBERG, EMAP, SILVIA, FARRIS

3. LOCAL GOVERNMENT PANEL: AKHADJIAN, LEVINE, KNIGHT

AFTERNOON: LEGISLATIVE VISITS

1. MELISSA A. MELANDEZ: 67 DIST

2. MIKE MOORE: 33 DIST

3. JOHN THORSON

Recommendations or Concerns

Recommend: Bd. Members should attend

Member or Members Attending

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Board Member Meeting Report

Date: 5/21/2014

Meeting Name: LEGISLATIVE DAYS CSDA

Meeting Location: SACRAMENTO

Meeting Purpose and Value to District:

UPDATE ON PRESENT & PENDING LEGISLATION
VISIT LEGISLATORS

Significant or Notable Meeting Actions/Issues of Interest for the Board

THURSDAY MORNING - SPEAKER OF ASSEMBLY PEREZ
1. KEYNOTE SPEAKER: SPEAKER PEREZ: SPEAKER OF ASSEMBLY
2. WORK FORLE ROUNDTABLE: PEREZ
3. ROUNDTABLE DISCUSSION
AGENDA: BOARD

Recommendations or Concerns

Bo. Members should Attend

Member or Members Attending

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Board Member Meeting Report

Prepared by: Richard Corneille

Date: May 22, 2014

Meeting Name: Achieving a New Normal in Ca. Landscapes

Meeting Location: Etiwanda Gardens, Rancho Cucamonga

Meeting Purpose and Value to District:

Seminar/workshop put on by the California Urban Water Conservation Council on reducing water use in landscapes and achieving the "new normal"

Significant or Notable Meeting Actions/Issues of Interest for the Board

- State leaders from DWR, Pesticides Dept., SWRCB, & CalRecycle presentations on state programs and resources for landscaping.
- Non-profits talks about their activities and programs in water conservation for landscapes.
- Success stories in collaborating in sustainable landscapes.
- Small group discussions and brainstorming on moving the needle toward sustainable landscapes including identifying challenges and opportunities to address

Recommendations or Concerns

- Major need is for mandated certification, training, and continuing education of landscape architects, landscape contractors, and landscape maintenance firms on water reduction and climate appropriate landscaping.
- Several agencies and non-profits have landscaper certification and training programs that we could utilize to develop a program in our District.
- Controlling and conserving (recharging) stormwater runoff onsite is a key element of new landscaping guidelines, for conservation and water quality improvement.
- Proceedings from the Symposia and brainstorming session will be written-up in a report and copies of the presentations will be on the Council's website (cuwcc.org)

Member or Members Attending

Richard Corneille

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Board Member Meeting Report

Date: 5/05/14

Meeting Name: Water Management Committee

Meeting Location: Monterey

Meeting Purpose and Value to District:

Stay involved and active in water management and policies being implemented.

Significant or Notable Meeting Actions/Issues of Interest for the Board

Water Management Committee 5/06/14

Subcommittee Status Reports:

Recycled & Potable Reuse: Talked about funding opportunities, recycled might be paired with desal.

Conservation: JTP report out some areas of concern the energy nexus issue.

reform and defines what should be in them How to survive in a world without a bond any funding should be locally driven.

AG water use efficiency, Flood and Storm water: Water supply nexus needs to be more focused on, environmental integration seems to be the only thing coming into plan. CVFP adopted, bond funds must be obligated by 2017, no new bond funds for flood management.

Got updates on water transfers, drought action group, headwaters work group, summit in August in Tahoe. Water reuse AB 2417 Exemption for 8 mile pipelines some concerns over segmenting language, extensions, no parks, and public hearing requirements.

Michael Floyd with DWR gave presentation on "Strategic Plan For Future of IRWM in California"

Urban Water
IRWM: AB1874 calls for

Recommendations or Concerns

Yes our agency needs to be more involved in the development of the "Headwaters workgroup and framework papers being drafted.

Member or Members Attending

Melody McDonald

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Association of California Water Agencies

Overview of 2014 Water Bond Bills – May 1, 2014

Bill Number/ Author	Total Investment (in billions)	Notes (Not a Complete List of Concerns or Needed Amendments)
AB 1331 (Rendon)	\$8.000	Full funding for water quality, local resource development and watersheds but partial funding for Delta sustainability, storage and groundwater quality.
AB 1445 (Logue)	\$5.800	Full funding for storage. Water quality funding, but no specific ground water quality funding. No funding for Delta sustainability, local resource development, or watersheds outside of the Delta.
AB 1674 (Bigelow)	Not Applicable	Spot Bill. As of 3/28/14 amendments, now a vended water bill.
AB 2043 (Bigelow and Conway)	\$7.935	Full funding for storage, local resource development and groundwater quality, but partial funding for Delta sustainability and no funding for watersheds outside of the Delta.
AB 2554 (Rendon)	\$8.500	Full funding for storage, water quality, local resource development and watersheds but partial funding for Delta sustainability and groundwater quality.
AB 2686 (Perea)	Unspecified	Full funding for Delta sustainability, storage, water quality, local resource development, watersheds, and groundwater quality. Unspecified funding for recycling (intent is \$500 million or more).
SB 40 (Pavley)	Not Applicable	Spot Bill
SB 42 (Wolk)	\$6.475	Full funding for water quality, local resource development and watersheds but partial funding for Delta sustainability, storage and groundwater quality.
SB 848 (Wolk)	\$6.825	Full funding for water quality, local resource development and watersheds but partial funding for Delta sustainability, storage and groundwater quality.
SB 927 (Cannella and Vidak)	\$9.217	Full funding for Delta sustainability, storage, local resource development and groundwater quality but no funding for watersheds outside of the Delta.
SB 1080 (Fuller)	Not Applicable	Spot Bill
SB 1250 (Hueso)	\$9.450	Full funding for Delta sustainability, storage, water quality, local resource development, watersheds, and groundwater quality.
SB 1370 (Galgiani)	\$6.260	Funding for specified surface storage projects. Does <u>not</u> fund Delta sustainability, subsurface storage, water quality, local resource development, or watersheds.

Note: "Full funding" for Delta Sustainability is \$2.25 billion and "full funding" for storage is \$3 billion for public benefits based on the current version of the 2014 Water Bond and ACWA's Proposal for a Modified 2014 Water Bond.

Rev. 5/01/14

Emerging Investment Strategies for the Future of IRWM

Water management in California has improved significantly over the past 12 years through implementation of Integrated Regional Water Management (IRWM) and the support of state bond funds. State funds have helped local water management agencies and other interests to form regional water management groups and work collaboratively to identify and implement regional water management solutions. Today, 48 IRWM regions cover 99% of the state's population and 87% of the state's geographic area.

Past investments of \$770 million in bond funds have leveraged about \$3.5 billion of local and regional investments in IRWM. State bonds have supported more than 600 multi-benefit projects to improve water supply reliability, water quality, drought protection, regional self-reliance, public safety, and environmental stewardship. Looking to the future, the California Water Action Plan calls for supporting and expanding investments for integrated water management planning and projects.

The Department of Water Resources (DWR) is working with IRWM stakeholders to develop the Strategic Plan for the Future of IRWM in California. The project team, in collaboration with stakeholders, is taking stock of significant IRWM accomplishments and identifying measures needed for the future.

The majority of water management decisions and investments in California are made at the local and regional level. Representatives of these local and regional interests have provided input on how to improve the return on investments in California's water management strategies.

Ten statewide workshops have yielded a wealth of input about IRWM in California and its future. This input is being used to develop the draft strategic plan to be released in summer 2014.

Emerging investment strategies derived from stakeholder input at the strategic plan workshops are listed below to help inform the current water bond legislative process. Key considerations for these strategies are structuring financial assistance in a manner that fosters collaboration and cooperation among regions, providing flexibility for local circumstances, and lowering barriers for participation in IRWM.

Emerging IRWM Investment Strategies

- Provide base-level funding to all active regional water management groups in the state to help support key operations, including stakeholder engagement and regional planning.
- Allocate funds to substantially increase the state's level of service to regional water management groups, including technical support, data management systems, water management analysis tools, and public outreach.
- Provide non-competitive funding to regional water management groups to address statewide priorities, such as disadvantaged community critical water supply needs, inter-regional groundwater overdraft conditions, reduced dependence on the Sacramento-San Joaquin River Delta, and source area protection.
- Continue competitive grants to assist regional water management groups in meeting water management needs of their regions, while promoting local project selection and prioritization processes.
- Invest in state leadership and innovation to better support IRWM through the alignment of state and federal policies, programs, and regulations.

May 2014 Monterey CA. Surviving the Drought: So Far So Good, Utopia does exist, see SSJID below.

California has endured several significant droughts in the last century. During each event, water managers were often faced with severe conditions in their regions and made the necessary choices to secure a short-term water supply. For some areas, the consequences were a harsh wake-up call, leading to longer-term solutions that could more effectively prepare them for the next drought. While the decisions and investments were sometimes difficult to make and not always popular at the time, those agencies have endured this year's drought without major disruptions to their water supplies and could likely withstand additional dry conditions. Water leaders whose agencies turned the effects of previous droughts into a more resilient system will describe their experiences and offer ideas for agencies facing unprecedented conditions in 2014.

Moderator:

John Mills, Owner, Offices of John S. Mills

Panelists:

Alexander Coate, General Manager, East Bay Municipal Utility District gave presentation on their water supply planning starting back in the 70's which included multiple projects.

Joseph Grindstaff, General Manager, Inland Empire Utilities Agency, discussed Chino Basins and complexities in planning.

Bere Lindley, Finance & Administration Manager, South San Joaquin Irrigation District, SSJID is a great place to be a farmer. Founded 1909, 72000 acres, 57k on the roll 48k irrigated.

Made a humanitarian transfer to Tuolumne Utility District, 24000 AF. No rate increase needed.

Natural Resource Stanislaus River, Legal , Excellent water rights, Financial, diverse revenues, large financial reserved, Water Management, Storage, Efficient transportation.

Can divert 300 k AF off the river. 1816. 6 cfs March-September Adjudicated in the 1920's 1929 court confirmed their right. Challenges now have to appeal a court decision. USBR Contract: 300,000 AF per year.

Diverse revenues: Irrigation sales \$1,400,000. 6%, Treated water sales \$6,200,000 26%, other \$3,100,000 13% Property tax 15% \$3,500,00.

Storage, Woodward reservoir, 36k AF Melones 112,500 AF, New Melones 2,400,000 AF Donnels 64k AF Beardsley 98k AF, Tuloch 67k af.

741,500 AF jointly with Oakdale ID. This district is in great shape

May 2014 Monterey Breakfast Speaker Pat Mulroy

"Water Management in the Wild West: Lessons Learned "For a quarter century, former Las Vegas water chief Pat Mulroy kept water flowing to the nation's driest city as its metropolitan area added more than a million new residents. Mulroy will share her insights about the ever-changing landscape of water management in the West and the lessons she has learned during more than two decades at the helm of the Las Vegas Valley Water District and the Southern Nevada Water Authority. Mulroy, who stepped down from both positions in February, is a leading voice on Western and national water issues and is known far and wide to be an influential and determined leader who was unafraid to take on big projects and big battles to ensure Las Vegas has a secure water supply.

Keynote Speaker: Pat Mulroy, Former General Manager, Southern Nevada Water Authority

Pat Mulroy Lake Meade at 1000

The nexus to so cal. Via MWD AZ Nevada Colorado

Favorite silver bullet.

Yes conservation is a baseline. Don't be afraid to tell public the truth.

Landscaping must be a baseline.

Do it now.

Tell your citizenry cost are going up.

Socializing desalination

Educate the citizenry the complexity of water in the USA

Powerful speaker.

It's very easy to fight, it's much harder to find joint benefit.

Sustainability is a journey that can't be traveled alone.



Board Member Meeting Report

Date: 05/07/14

Meeting Name: ACWA General Session & Vote

Meeting Location: Monterey CA, Portola Plaza

Meeting Purpose and Value to District:

To exercise our say by voting on policies affecting ACWA. To learn how some corporations have had conservation measures implemented for a long time.

Significant or Notable Meeting Actions/Issues of Interest for the Board

"Water Conservation: Both a Corporate & Personal Responsibility" At MillerCoors, water stewardship is a priority and the company is making great strides towards its goal of reducing water usage by 15 percent to 3.5 barrels of water per barrel of beer. MillerCoors executive Kim Marotta will share with attendees the efforts and successes experienced in protecting and preserving local water resources through this nationwide water stewardship program. In 2013, Triple Pundit recognized Kim as one of the "35 Top Female CSR Leaders," for the work that she led at MillerCoors. In addition to forging a partnership with The Nature Conservancy to further MillerCoors water conservation efforts she currently serves on the organization's Board of Directors for the State of Wisconsin. She was also elected in 2013 to serve on the board of directors for The Sustainability Consortium. Keynote

Speaker: Kim Marotta, Director of Sustainability, MillerCoors, LLC

Then General Session vote on by laws, dissolving the HBA Committee as JPIA has taken over administering health benefits and establishing a finance committee. Passed.

Recommendations or Concerns

Member or Members Attending

Melody McDonald, Manny Aranda, Daniel Cozad

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Board Member Meeting Report

Date: 05/08/14

Meeting Name: Region 9 Meeting

Meeting Location: ACWA Spring Conference Monterey

Meeting Purpose and Value to District:

To network with our local agencies in our Region 9. To get updates on all committees of ACWA and the work that is going on affecting water policy in CA.

Significant or Notable Meeting Actions/Issues of Interest for the Board

Received committee reports on Communications, Energy, Federal Affairs, Finance, Groundwater, Legal Affairs, Local Government, Membership, State Legislative, Water Quality, and I gave report on Water Management.

We received an update on the Outreach Task Force and importance on reaching out to our local legislature representatives on outreach alerts when necessary or asked.

We went over ACWA's Groundwater Sustainability recommendation, got updates on 2014 Water Bond, SWAP, Drought Action group, and I gave an update on JPIA

Recommendations or Concerns

Concerned that not more of our Board Members attend these Region meetings because of our current policy and are missing out on so much information only obtainable at a level when attended personally.

Member or Members Attending

Melody McDonald, Manny Aranda

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Board Member Meeting Report

Date: May 19, 2014

Meeting Name: Special Districts

Meeting Location: Yucca Valley, Sizzler

Meeting Purpose and Value to District:

To stay engaged as to what other special districts are doing and information sharing.

Significant or Notable Meeting Actions/Issues of Interest for the Board

Hi Desert Water Agency
Community Meetings
Jennifer Poland
2200 door hangers on upcoming meetings
Postcards to reach property owners. To be a part of conversation.
Project 11st brochures, directs to website and can Q&A
Video tutorials, PowerPoint presentations on how wells are working.
Video on Hi Deserts services to 25000 residents . Prohibition on septic system starting 2016, to much nitrates seeping into groundwater.
Ballot property tax assessment to implement the waste water protection project.

Protectgroundwater.org

Community Events
Edible aquifer
Oreo cookies, ice cream, sprinkles, dya.

Recommendations or Concerns

Great public outreach on a potentially volatile issue of significant cost to rate payers.
Hi Desert Water Agency has done an excellent job subverting public outcry on mandated prohibitions.

Member or Members Attending

Melody McDonald

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Board Member Meeting Report

Date: 05/27/14

Meeting Name: Highland Area Chamber State of the Community Luncheon

Meeting Location: Spring Lake Clubhouse

Meeting Purpose and Value to District:

To stay involved and increase District exposure in the communities we are elected to represent.

Significant or Notable Meeting Actions/Issues of Interest for the Board

Mayor Sam Racadio gave a talk about the history of the city and its struggle to become a city outlining the LAFCO issues of rejection. The city is proud to be a pay as you go city and is in very good financial shape. Sam commended staff and volunteers, outlined how they too have maximized use of interns. He said one of Dennis Johnson's comments about why he was hired was because of his background in the Peace Corps. Sam talked about partnerships, mentioning EVWD, Food Control, SBVWCD, SBVMWD, Harmony Development and talked about some of the projects going on in the city.

John Muir GM of EVWD invited me out to their presentation of the study, where to put their proposed wastewater facility on May 28th at 7:00pm at their headquarters.
Project Chart will be distributed at the board meeting.

Recommendations or Concerns

None. It was a sold out event, and well attended. A good chance to get exposure to our District. All of EVWD Board Members were in attendance.

Member or Members Attending

Melody McDonald

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PERSONNEL & DEPARTMENTAL LISTING CITY OF HIGHLAND

Highland City Council

Administration

Finance

Community Development/Planning

Code Enforcement/ Building and Safety

Public Works/Engineering

Public Services

2014 STATE OF THE COMMUNITY PROGRAM

11:30 Registration
11:45 Welcome & Introductions

Invocation

Pledge of Allegiance

11:55 Lunch Buffet Service
12:30 State of the Community Address

1:15 Chamber Announcements

Thank You to Event Sponsors

SESSION SPONSORS



Board Member Meeting Report

Prepared by: David E. Raley

Date: May 5, 2014

Meeting Name: Basin Technical Advisory Committee Meeting

Meeting Location: Valley Offices

Meeting Purpose and Value to District: To participate in the operation of the Bunker Hill Basin and consider the proposed actions.

Significant or Notable Meeting Actions/Issues of Interest for the Board

- Approved Redland's Recycle Enhancement and Yucaipa's Climesa recycled water conveyance project.
- Adhoc Committee met on April 22, 2014 to work on resolving Pass Agencies issues on concern State Water distribution. Not sure what the core issue is. Discussion assumed we all knew.
- Discussed status of Ground Water Management, but nothing definitive except ongoing meetings with stake holders. RFP has been issued for contractor to integrate the Chapters of the IRWIMP to make into a consistent document.
- Mentioned that State Water allocation was likely to be 5%.

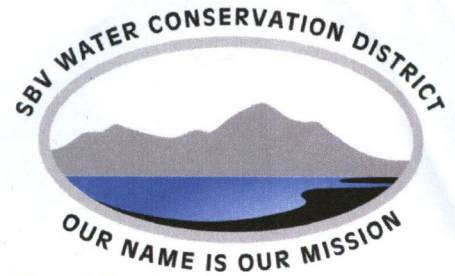
Recommendations or concerns

None

Member or Members Attending

Director Raley

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Board Member Meeting Report

Date: MAY 12, 2014

Meeting Name: SB VALLEY WATER MUNICIPAL WATER DISTRICT

Meeting Location: VALLEY HQ

Meeting Purpose and Value to District:

REVIEW COORDINATED WATER CONSERVATION OUT REACH
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT'S
BROUGHT AND MANAGEMENT RECOMMENDATION

Significant or Notable Meeting Actions/Issues of Interest for the Board

- BTAC CHOSE ~~STRATEG~~ CV STRATEGIES AS SOLE SOURCE
- SURVEY SHOWED 85% DO NOT KNOW ABOUT INLAND EMPIRE
GARDEN FRIENDLY AND YOU-SAVE-WATER.COM
- 74.3% OF PEOPLE SUPPORT BAY DELTA PLAN
- RECOMMENDATION SILVER PLAN R 315,550
- NAVARO SUGGESTED BROWNE - MIZIGAN LINES GOLD
BUT WILL SUPPORT SILVER
- GM COZAD PRESENTED WCD SUGGESTIONS. - WELL
RECEIVED BY VALLEY PRESIDENT AND BOARD.
- EXCELLENT FINANCIAL BRIEFING ON VALLEY INVESTMENTS

Recommendations or Concerns

CONSENSUS RECOMMENDATION WAS MIDDLE PRICED OPTION
WHICH SEEMED TO BE THE MORE COST EFFECTIVE OPTION
THE DISTRICTS IN FOR \$10,000.
FINANCIAL IS A QUARTERLY EVENT - I PLAN ON ATTENDING
THESE.

Member or Members Attending

DIRECTOR RALEY, VP McDONALD, GM COZAD

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