



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, December 9, 2020 – 1:30 p.m.

In accordance with [Governor Newsom's Executive Order N-25-20 and N-29-20](#), this meeting is being conducted via teleconference/Zoom. Anyone wishing to join the meeting can join via

Zoom: Call in (669) 900-6833, Meeting ID: 875 5346 1676

To join the Zoom Meeting online: <https://zoom.us/j/87553461676>

Note: Copies of staff reports and other documents relating to the items on this agenda are on file at the District office and are available for public review during normal District business hours. New information relating to agenda topics listed, received, or generated by the District after the posting of this agenda, but before the meeting, will be made available upon request at the District office and in the Agenda Package on the District's website. It is the intention of the San Bernardino Valley Water Conservation District to comply with the Americans with Disabilities Act (ADA) in all respects. If you need special assistance with respect to the agenda or other written materials forwarded to the members of the Board for consideration at the public meeting, or if as 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.

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. OATH OF OFFICE

Administration of Oaths of Office for reelected and reappointed Directors:

Richard Corneille, Division 1

Robert Stewart, Division 3

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

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

4. **ELECTION OF BOARD OFFICERS**
1. Open Nominations for President and Vice President
2. Close Nominations and Call Vote

5. **CONSENT CALENDAR**
A. Approval of Board Minutes, November 18, 20205
B. Approval of Expenditure Report, November 2020 11

6. **COMMITTEE REPORTS /ACTION ITEMS**

Committee Reports

A. 2021 PER DIEM RATE – 15 minutes (M#1749).....18
Presenter: Finance & Administration Chair, Director David Raley
Recommendation: The Finance & Administration Committee recommends the Board increase the Board Per Diem Rate by \$4.00 to \$235.00 for calendar year 2021, and approve Resolution No. 580.

Action Items

B. UNAUDITED FINANCIAL REPORTS, November 2020 - 5 minutes (M#1750)20
Presenter: Daniel Cozad
Recommendation: Review and approve the unaudited financials for November 2020.

C. WASH PLAN COVERED ACTIVITIES CALIFORNIA ENDANGERED SPECIES ACT PERMIT APPLICATION - 10 minutes (M#1751)26
Presenter: Daniel Cozad
Recommendation: Staff recommends that the Board authorize the General Manager to prepare and submit a permit application for Wash Plan Covered Activities and pay up to \$45,000 in associated permit application fees to California Department of Fish and Wildlife.

D. MEMORANDUM OF UNDERSTANDING WITH SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT TO SUPPORT CONSERVATION AND HABITAT MANAGEMENT ACTIVITIES ASSOCIATED WITH WASH PLAN IMPLEMENTATION - 10 minutes (M#1752)28
Presenter: Daniel Cozad
Recommendation: Staff recommends that the Board review and consider approval the Agreement for Management of Conservation Easement, Funding for Conservation Activities, and Memorandum of Understanding Regarding Habitat Management Activities with San Bernardino County Flood Control District.

E. PLANNING MEMORANDUM OF UNDERSTANDING BY AND BETWEEN SAN BERNARDINO COUNTY FLOOD DISTRICT (SBCFCD) AND THE DISTRICT FOR THE POTENTIAL GROUNDWATER RECHARGE PROJECTS WITHIN SBCFCD LAND - 10 minutes (M#1753).....44
Presenter: Daniel Cozad
Recommendation: Staff and District Counsel recommend that the Board approve and execute the Planning Memorandum of Understanding by and between the San Bernardino County Flood Control District (SBCFCD) and the San Bernardino Valley Water Conservation District.

- F. CONSIDER THE REAPPOINTMENT OF VICE PRESIDENT MCDONALD TO THE ASSOCIATION OF SAN BERNARDINO COUNTY SPECIAL DISTRICTS BOARD
- 5 minutes (M#1754)54

Presenter: Daniel Cozad

Recommendation: Staff recommends that the Board reappoint Vice President McDonald to the Association of San Bernardino County Special Districts Board.

7. INFORMATION ITEMS:

- A. Wash Plan Implementation and State Permitting Update – 5 Minutes
- B. General Manager’s Report and Monthly Recharge Report – 5 Minutes55
- C. Future Agenda Items & Staff Tasks

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

- A. Board Member Meeting Reports – 15 minutes

9. UPCOMING MEETINGS:

***Please note: All future District meetings may be held remotely via zoom. See Agendas for detailed information.**

- | | |
|--------------------------------------|---|
| A. December 10, 2020 | San Bernardino Valley Municipal Water District Policy Committee Workshop, 2:00 p.m. at Valley Municipal |
| B. December 15, 2020 | San Bernardino Valley Municipal Water District Board Meeting, 2:00 p.m. at Valley Municipal |
| C. December 24-25, 2020 | Office Closed in Observance of Christmas Eve and Christmas Day |
| D. December 31, 2020-January 1, 2021 | Office Closed in Observance of New Year’s Eve and New Year’s Day |
| E. January 13, 2021 | Board of Directors meeting, 1:30 p.m. at Conservation District |
| F. January 14, 2021 | Advisory Commission on Water Policy, 6:30 p.m. at Valley Municipal |
| G. January 27, 2020 | Finance & Administration Committee, 9:00 a.m. at Conservation District |

10. **CLOSED SESSION**

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

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

3. The Board may convene in Closed Session for Conference to discuss Real Property Negotiations pursuant to Government Code §54956.8; Owner: San Bernardino County Flood Control District for parcels or easements as part of the Active Recharge Transfer Projects. Negotiators: Daniel Cozad and David Cosgrove Owner: SBCFCD David Doublet.

4. The Board will meet in closed session under authority of Government Code section 54954.8, real estate negotiations, to discuss price and terms of a transfer of a conservation easement over some 0.64 acres of property in connection with the Elder Creek Channel Improvement project, which will involve construction work along 1,200 linear feet of Elder Creek Channel, grading and reconfiguration within East Highland Storm Drain, and vegetation removal within Church Street Channel, located between Old Greenspot Road and Abbey Way, east of Church Street. The party with whom the District will be negotiating is San Bernardino County Flood Control District, and Michele Derry. The District's negotiators are Daniel Cozad and David B. Cosgrove.

11. **ADJOURN MEETING.** The next regularly scheduled Board of Directors Meeting will be on January 13, 2020 at 1:30 p.m., location to be determined.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF November 18, 2020
1:30 p.m.

President Corneille called the meeting of the Board of Directors to order at 1:30 p.m. by teleconference and Zoom meeting; all those in attendance stood for the pledge of allegiance led by Director Stewart.

ROLL CALL:

BOARD MEMBERS PRESENT:

Richard Corneille, President
Melody McDonald, Vice President
David E. Raley, Director
Robert Stewart, Director
John Longville, Director

BOARD MEMBERS ABSENT:

None

GENERAL COUNSEL PRESENT:

David Cosgrove, Rutan & Tucker

STAFF PRESENT:

Daniel Cozad, General Manager
Betsy Miller, Land Resources Manager/Assistant General Manager
Erwin Fogerson, Senior Engineer/Project Manager
Athena Monge, Administrative Specialist
Katelyn Scholte, Assistant Engineer

GUESTS PRESENT:

T. Milford Harrison, San Bernardino Valley Municipal Water District
June Hayes, San Bernardino Valley Municipal Water District
Gil Navarro, San Bernardino Valley Municipal Water District
David E. Smith, East Valley Water District
Clayton Larkin, Tetra Tech

1. PUBLIC PARTICIPATION

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

2. ADDITIONS/DELETIONS TO AGENDA

There were none.

3. CONSENT CALENDAR

It was moved by Director Longville and seconded by Director Raley to approve the Consent Calendar: Item A: Board Minutes, October 14, 2020, Item B: Special Board Minutes, October 19, 2020, and Expenditure Report, October 2020. The motion carried 5-0 with all Board members present voting in the affirmative.

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

4. COMMITTEE REPORTS/ACTION ITEMS

A. 1ST QUARTER UNAUDITED FINANCIALS FOR FY 2020-2021

Mr. Cozad reviewed this item and noted its inclusion in the package on page 23. The City of Redlands is not currently a member of the Groundwater Council, so once they join their payment for FY 2021 will be split between Groundwater Council and Groundwater Charge. Mr. Cozad noted that the Redlands Plaza revenue is lower than budgeted due to the majority of the tenants participating in the payment plan offered by the District due to the pandemic. It will likely be caught up the first six months of next year. He indicated that the Quarterly Investment Report is included on package page 28; the District is beginning to de-ladder its 'CDs. Reinvestment in 'CDs is becoming difficult due to very low available interest rates.

It was moved by Director Longville and seconded by Director Raley to approve the 1st Quarter Unaudited Financials for FY 2020-2021 as presented. The motion carried 5-0 with all Board members present voting in the affirmative.

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

B. UNAUDITED FINANCIAL REPORTS, OCTOBER 2020

It was moved by Vice President McDonald and seconded by Director Longville to approve the Unaudited Financial Reports for October 2020. The motion carried 5-0 with all Board members present voting in the affirmative.

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

C. ENGINEERING INVESTIGATION PLAN FOR 2021

This item was taken out of order.

President Corneille thanked Katelyn Scholte, Assistant Engineer, for her work on the Engineering Investigation Report (EI Report) Plan and Valley Municipal for their collaboration and support. Mr. Cozad said that there are no changes to the current Engineering Investigation Plan and expressed his appreciation for Ms. Scholte's work on the EI Report. Ms. Scholte indicated that there were no recommended changes to the report. Vice President McDonald expressed her appreciation for Ms. Scholte as well.

It was moved by Vice President McDonald and seconded by Director Stewart to approve the Engineering Investigation Plan for 2021 as presented. The motion carried 5-0 with all Board members present voting in the affirmative.

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

D. 'ROBERTSON'S READY-MIX PURCHASE AND SALE AGREEMENT

Mr. Cozad noted this 'item's inclusion on package page 43. The Purchase and Sale agreement is meant to benefit the Active Recharge Transfer Projects (ARTP), which allows the District to perform additional recharge. The agreement summary is included on package page 45. The District reviewed this item with the ARTP Policy Committee, who endorsed the land acquisition. Mr. Cosgrove said that the District will own the land and that 'Robertson's will own the material to be mined per the agreement. President Corneille inquired about the due diligence period and asked if the District will need consultants. Mr. Cozad said that the District would be looking for the title report and prior use and ownership. If there are any required reviews that staff is unable to perform, they will advise the Board. President Corneille proposed a field tour of the site for the Operations Committee and the ARTP Policy Committee. Mr. Cozad said that staff would need to coordinate with 'Robertson's to schedule a tour; it is currently an active mining site. He noted that the grading plan is included on package page 63. Discussion ensued. Director Stewart asked if this will require any changes to the Wash Plan. Mr. Cozad indicated that the agreement would require minor permitting modifications to the CUP and Closure Plan, but complies with Wash Plan permitting requirements.

It was moved by Vice President McDonald and seconded by Director Longville to approve the Purchase and Sale Agreement as presented including non-substantive changes approved by General Manager and District Counsel, and authorize the General Manager to execute the Purchase and Sale Agreement and related administrative documents required. The motion carried 5-0 with all Board members present voting in the affirmative.

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

E. COLLABORATIVE AGREEMENT FOR ENHANCED RECHARGE AMENDMENT

Mr. Cozad presented this item for discussion. He noted this item's inclusion on package page 76. President Corneille commended Mr. Cosgrove for his approach to efficiently updating the agreement with Valley District and Western MWD. Mr. Cosgrove gave an overview of Amendment as outlined within the memo; the Amendment is included beginning package page 160. The Amendment preserves the intent of the original agreement. Staff and District Counsel have distributed proposed amendment to partner agencies and their counsels for review. President Corneille requested that the final design of the Enhanced Recharge facilities be reviewed by the Operations Committee and prior to final approval by the Board. Mr. Cozad said that staff will coordinate closely with partner agencies and bring back the design for final approval.

It was moved by President Corneille and seconded by Vice President McDonald to approve the Amendment as presented including non-substantive changes approved by the General Manager and District Counsel and authorize the Board President to execute the Amendment. The motion carried 5-0 with all Board members present voting in the affirmative.

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

F. 2021 BOARD MEETING CALENDAR REVIEW

Mr. Cozad introduced this item for discussion, noting its inclusion beginning page 167. Discussion ensued regarding potential changes to the calendar. The Board recommended changing the May 26, 2021, meeting to May 12, 2021, since there is no anticipated conflict with other meetings.

It was moved by President Corneille and seconded by Director Longville to approve the 2021 Board Meeting Calendar with minor revisions. The motion carried 5-0 with all Board members present voting in the affirmative.

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

5. INFORMATION ITEMS

A. WASH PLAN IMPLEMENTATION AND STATE PERMITTING UPDATE

Ms. Miller indicated that the Wash Plan was selected for the Regional HCP Spotlight at the 2020 National Habitat Conservation Planning Coalition Conference. Staff continues to work with the Bureau of Land Management on the Land Exchange. The District submitted our Year 1 one-year monitoring and management proposal to the U.S. Fish & Wildlife Service at the end of October, and a discussion is

planned for later today. The Wash Plan Task Force will meet on December 8 at 1:00 p.m.; the focus of this meeting will be to discuss AECOM's preliminary results and the proposed approach for State and waters permitting for Wash Plan Covered Activities. The first Wash Plan Covered Activity – after the Plunge Creek Conservation Project – and the second is moving forward with the Plunge Creek Quarry ARTP design. Ms. Miller has been working with consultants and resource agencies to make progress on these projects. The San Diego Zoo provided a photograph of one of the San Bernardino kangaroo rats (SBKR) captured from the Wash Plan Preserve as part of their grant-funded translocation study, along with a report that all SBKR from District lands were healthy three months after translocation. This item was received and filed.

B. GENERAL 'MANAGER'S REPORT AND MONTHLY RECHARGE REPORT

Mr. Cozad indicated that the written General 'Manager's Report was included in the Board package on pages 169 through 172. He stated that pictures of the first water to flow through the Plunge Creek Conservation Project were shown on page 170. Mr. Cozad noted a letter from CalPERS regarding the 'Districts' Unfunded Accrued Liability, shown on package page 173. The District is collaborating with a company called SourceWater, which condenses water out of the air through a solar cell. They will install a pilot facility at the District headquarters and field office. Director Longville thanked Mr. Cozad for his leadership on this progressive technology. President Corneille asked for a link to the monthly newsletter to be included in the Board package. He also requested an Outreach & Communications Committee meeting be scheduled soon. The Monthly Recharge Report was included on package page 178. This item was received and filed.

C. PROCLAMATION FOR CLARE HENRY DAY

President Corneille noted this item's inclusion beginning package page 179. He indicated that former Director Clare Henry Day turned 100 on November 6. President Corneille presented this Proclamation to Mr. Day, which was covered in an article in the Redlands Community News, shown on page 180. He thanked staff for assisting in preparing the Proclamation and indicated that Mr. Day expressed his appreciation to the Board. The Board thanked President Corneille for presenting Mr. Day with this item.

D. FUTURE AGENDA ITEMS AND STAFF TASKS

President Corneille said that both himself and Director Stewart will be sworn in December. Also, the Board President and Vice President elections will be held in December. President Corneille congratulated Vice President McDonald on her work on the JPIA Board of Directors and picture in the article in latest the ACWA/JPIA newsletter.

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

President Corneille chaired the Advisory Commission on Water Policy on October 15. He attended the Redlands Legislative Forum on October 16, the Special Board meeting on October 19, and presented at the Highland Area Chamber of Commerce (HACC) on October 27. He attended the Redlands Rise N Shine on November 6 and met with the General Manager and Director Raley regarding the Conservation Trust Audit on November 16.

Vice President McDonald attended the Special Board meeting on October 19, HACC Meeting on October 27, and the Valley Municipal Board meeting on October 20. She attended the Valley Municipal Board meeting on November 3, the Valley Municipal Resources Workshop on November 5, and the Association of San Bernardino County Special Districts Board meeting on November 9. She attended the Valley Municipal Engineering Workshop on November 10, Valley Municipal Policy Workshop on November 12, and the Valley Municipal Board meeting on November 17.

Director Stewart attended the Special Board meeting on October 19 and 'today's Board meeting.

Director Raley attended the Advisory Commission on Water Policy on October 15, signed expenditures on November 6 at the District Office, and attended the Valley Municipal Engineering Workshop on November 10. He attended the Valley Municipal Policy Workshop on November 12 and Conservation Trust Board meeting on November 16.

Director Longville attended the Valley Municipal Board meeting on November 17, Finance & Administration Committee on November 18, and Valley Municipal Board meeting on October 20.

7. UPCOMING MEETINGS

There were none discussed.

8. CLOSED SESSION

There was none held.

9. ADJOURN MEETING

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

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

At 3:00 p.m., the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on December 9, 2020, via Zoom.

Daniel B. Cozad
General Manager

San Bernardino Valley Water Conservation District

Expenditure Report

November 2020

Num	Date	Name	Account	Class	Original Amount
PC 11.04.20	11/04/2020	Paychex	1012 · Citizens Busine...		-118.44
			6042 · Payroll Processing	4-General Fund Ent.	118.44
TOTAL					118.44
PC 11.18.20	11/18/2020	Paychex	1012 · Citizens Busine...		-106.34
			6042 · Payroll Processing	4-General Fund Ent.	106.34
TOTAL					106.34
22623	11/10/2020	Aaron Pederson	1012 · Citizens Busine...		-35.00
	10/30/2020		6018 · Janitorial Services	4-General Fund Ent.	35.00
TOTAL					35.00
22624	11/10/2020	ACWA/JPIA-Health	1012 · Citizens Busine...		-17,700.79
	11/06/2020		6110 · Vision Insurance	4-General Fund Ent.	27.68
			6110 · Vision Insurance	1-Groundwater Ent.	95.82
			6110 · Vision Insurance	2-Redlands Plaza/...	8.52
			6110 · Vision Insurance	3-Land Resources	21.29
			6110 · Vision Insurance	5-Wash Plan	44.72
			6110 · Vision Insurance	6-Active Recharge ...	14.91
			6130 · Dental Insurance	4-General Fund Ent.	103.17
			6130 · Dental Insurance	1-Groundwater Ent.	357.14
			6130 · Dental Insurance	2-Redlands Plaza/...	31.75
			6130 · Dental Insurance	3-Land Resources	79.36
			6130 · Dental Insurance	5-Wash Plan	55.55
			6130 · Dental Insurance	6-Active Recharge ...	166.67
			6150 · Medical Insurance	4-General Fund Ent.	2,170.25
			6150 · Medical Insurance	1-Groundwater Ent.	7,512.39
			6150 · Medical Insurance	2-Redlands Plaza/...	667.78
			6150 · Medical Insurance	3-Land Resources	1,669.42
			6150 · Medical Insurance	5-Wash Plan	1,168.59
			6150 · Medical Insurance	6-Active Recharge ...	3,505.78
TOTAL					17,700.79
22625	11/10/2020	American Power Security	1012 · Citizens Busine...		-1,440.00
	09/30/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	720.00
	10/31/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	720.00
TOTAL					1,440.00
22626	11/10/2020	Castro Landscaping Se...	1012 · Citizens Busine...		-250.00
	10/30/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	250.00
TOTAL					250.00
22627	11/10/2020	Day Lite Maintenance, I...	1012 · Citizens Busine...		-156.00
	11/01/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	156.00
TOTAL					156.00

San Bernardino Valley Water Conservation District

Expenditure Report

November 2020

Num	Date	Name	Account	Class	Original Amount
22628	11/10/2020	DMV Renewal	1012 · Citizens Busine...		-27.00
	10/19/2020	SBVWCD:General Admi...	5310 · Vehicle Mainten...	1-Groundwater Ent.	27.00
TOTAL					27.00
22629	11/10/2020	Edison - 8812	1012 · Citizens Busine...		-236.80
	10/31/2020		5420 · Electricity	4-General Fund Ent.	66.30
			5420 · Electricity	1-Groundwater Ent.	47.36
			5420 · Electricity	2-Redlands Plaza/...	123.14
TOTAL					236.80
22630	11/10/2020	Edison - Redlands Plaza	1012 · Citizens Busine...		-197.57
	10/31/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	197.57
TOTAL					197.57
22631	11/10/2020	Empire Disposal	1012 · Citizens Busine...		-171.67
	10/31/2020		5460 · Water / Trash / S...	4-General Fund Ent.	85.83
			5460 · Water / Trash / S...	1-Groundwater Ent.	68.67
			5460 · Water / Trash / S...	3-Land Resources	17.17
TOTAL					171.67
22632	11/10/2020	Frontier-4860	1012 · Citizens Busine...		-571.69
	10/28/2020		5440 · Telephone	4-General Fund Ent.	298.69
			5440 · Telephone	1-Groundwater Ent.	128.01
			5470 · Internet Services	4-General Fund Ent.	72.50
			5470 · Internet Services	1-Groundwater Ent.	43.50
			5470 · Internet Services	2-Redlands Plaza/...	7.25
			5470 · Internet Services	3-Land Resources	21.74
TOTAL					571.69
22633	11/10/2020	Home Depot Credit Ser...	1012 · Citizens Busine...		-677.31
	10/28/2020		5210 · Equipment Maint...	1-Groundwater Ent.	230.24
			5215 · Property Mainten...	1-Groundwater Ent.	229.05
			5215 · Property Mainten...	3-Land Resources	57.26
			6015 · Mentone House ...	2-Redlands Plaza/...	160.76
TOTAL					677.31
22634	11/10/2020	JAN-PRO Cleaning Sys...	1012 · Citizens Busine...		-700.00
	11/01/2020		6018 · Janitorial Services	4-General Fund Ent.	700.00
TOTAL					700.00
22635	11/10/2020	Joseph E. Bonadiman ...	1012 · Citizens Busine...		-10,650.00
	10/12/2020		5124 · Plunge Creek Pr...	3-Land Resources	10,650.00
TOTAL					10,650.00

San Bernardino Valley Water Conservation District

Expenditure Report

November 2020

Num	Date	Name	Account	Class	Original Amount
22636	11/10/2020	Lowe's Companies, Inc.	1012 · Citizens Busine...		-525.23
	10/25/2020		5210 · Equipment Maint...	1-Groundwater Ent.	77.38
			5215 · Property Mainten...	1-Groundwater Ent.	72.48
			5215 · Property Mainten...	3-Land Resources	18.12
			5310 · Vehicle Mainten...	1-Groundwater Ent.	357.25
TOTAL					525.23
22637	11/10/2020	Netsteller	1012 · Citizens Busine...		-1,994.74
	11/01/2020		5160 · IT Support	4-General Fund Ent.	180.00
			5160 · IT Support	1-Groundwater Ent.	225.00
			5160 · IT Support	3-Land Resources	45.00
			6027 · Computer Softw...	4-General Fund Ent.	130.31
			6027 · Computer Softw...	1-Groundwater Ent.	8.69
			6027 · Computer Softw...	2-Redlands Plaza/...	17.37
			6027 · Computer Softw...	3-Land Resources	17.37
	11/01/2020		7210 · Computer Hardw...	4-General Fund Ent.	1,028.25
			7210 · Computer Hardw...	1-Groundwater Ent.	342.75
TOTAL					1,994.74
22638	11/10/2020	Nexustek	1012 · Citizens Busine...		-3,000.00
	10/29/2020		7220 · Computer Softw...	4-General Fund Ent.	600.00
			7220 · Computer Softw...	1-Groundwater Ent.	900.00
			7220 · Computer Softw...	3-Land Resources	1,200.00
			7220 · Computer Softw...	5-Wash Plan	300.00
TOTAL					3,000.00
22639	11/10/2020	ReadyRefresh by Nestle	1012 · Citizens Busine...		-110.69
	10/24/2020		5460 · Water / Trash / S...	4-General Fund Ent.	55.34
			5460 · Water / Trash / S...	1-Groundwater Ent.	44.28
			5460 · Water / Trash / S...	3-Land Resources	11.07
TOTAL					110.69
22640	11/10/2020	Rutan & Tucker	1012 · Citizens Busine...		-27,475.00
	10/14/2020		5180 · Legal	4-General Fund Ent.	3,191.25
			5180 · Legal	1-Groundwater Ent.	528.75
			5180 · Legal	2-Redlands Plaza/...	123.38
			5180 · Legal	3-Land Resources	956.62
			5175 · Legal - Wash Plan	5-Wash Plan	21,675.00
			5120 · Misc. Profession...	3-Land Resources	1,000.00
TOTAL					27,475.00
22641	11/10/2020	Sonsray Machinery	1012 · Citizens Busine...		-755.84
	10/27/2020		5210 · Equipment Maint...	1-Groundwater Ent.	755.84
TOTAL					755.84
22642	11/10/2020	Terminix	1012 · Citizens Busine...		-81.00
	10/31/2020		6026 · Redlands Plaza ...	2-Redlands Plaza/...	81.00
TOTAL					81.00

San Bernardino Valley Water Conservation District

Expenditure Report

November 2020

Num	Date	Name	Account	Class	Original Amount
22643	11/10/2020	Valero Marketing & Sup...	1012 · Citizens Busine...		-568.01
	10/23/2020		5320 · Fuel	1-Groundwater Ent.	568.01
TOTAL					568.01
22644	11/10/2020	WEX Bank-Shell	1012 · Citizens Busine...		-434.34
	11/06/2020		5320 · Fuel	1-Groundwater Ent.	434.34
TOTAL					434.34
22645	11/24/2020	AECOM Technical Serv...	1012 · Citizens Busine...		-27,653.75
	11/17/2020		5122 · Wash Plan Profe...	5-Wash Plan	27,653.75
TOTAL					27,653.75
22646	11/24/2020	Brownstein Hyatt Farbe...	1012 · Citizens Busine...		-14,609.00
	10/13/2020		5122 · Wash Plan Profe...	5-Wash Plan	14,609.00
TOTAL					14,609.00
22647	11/24/2020	CA Dept of Tax & Fee A...	1012 · Citizens Busine...		-1,534.20
	11/13/2020		6009 · Licenses	4-General Fund Ent.	209.22
			6009 · Licenses	1-Groundwater Ent.	836.88
	11/13/2020		6009 · Licenses	4-General Fund Ent.	97.62
			6009 · Licenses	1-Groundwater Ent.	390.48
TOTAL					1,534.20
22648	11/24/2020	Citizens Business Bank	1012 · Citizens Busine...		-1,750.84
	11/13/2020		5310 · Vehicle Mainten...	1-Groundwater Ent.	119.99
			6002 · Website Adminis...	4-General Fund Ent.	365.00
			6039 · Postage and Ov...	4-General Fund Ent.	2.25
			6039 · Postage and Ov...	1-Groundwater Ent.	1.03
			6039 · Postage and Ov...	2-Redlands Plaza/...	0.41
			6039 · Postage and Ov...	3-Land Resources	0.41
			6051 · Uniforms	4-General Fund Ent.	150.53
			6051 · Uniforms	1-Groundwater Ent.	351.22
			6435 · Conf/Seminar R...	4-General Fund Ent.	375.00
			6525 · Meals	4-General Fund Ent.	4.50
			6525 · Meals	1-Groundwater Ent.	3.50
			6525 · Meals	3-Land Resources	2.00
			6535 · Conf/Seminar R...	4-General Fund Ent.	168.75
			6535 · Conf/Seminar R...	1-Groundwater Ent.	131.25
			6535 · Conf/Seminar R...	3-Land Resources	75.00
TOTAL					1,750.84
22649	11/24/2020	Diamond Environmenta...	1012 · Citizens Busine...		-85.00
	11/09/2020		5460 · Water / Trash / S...	4-General Fund Ent.	42.50
			5460 · Water / Trash / S...	1-Groundwater Ent.	34.00
			5460 · Water / Trash / S...	3-Land Resources	8.50
TOTAL					85.00

San Bernardino Valley Water Conservation District

Expenditure Report

November 2020

Num	Date	Name	Account	Class	Original Amount
22650	11/24/2020	Edison - 5552	1012 · Citizens Busine...		-223.38
	11/10/2020		5420 · Electricity	4-General Fund Ent.	62.55
			5420 · Electricity	1-Groundwater Ent.	44.68
			5420 · Electricity	2-Redlands Plaza/...	116.15
TOTAL					223.38
22651	11/24/2020	Edison - 7241	1012 · Citizens Busine...		-51.97
	11/12/2020		5420 · Electricity	4-General Fund Ent.	14.55
			5420 · Electricity	1-Groundwater Ent.	10.40
			5420 · Electricity	2-Redlands Plaza/...	27.02
TOTAL					51.97
22652	11/24/2020	Frontier-7275	1012 · Citizens Busine...		-155.14
	11/19/2020		5440 · Telephone	4-General Fund Ent.	56.10
			5440 · Telephone	1-Groundwater Ent.	24.05
			5470 · Internet Services	4-General Fund Ent.	37.50
			5470 · Internet Services	1-Groundwater Ent.	22.50
			5470 · Internet Services	2-Redlands Plaza/...	3.75
			5470 · Internet Services	3-Land Resources	11.24
TOTAL					155.14
22653	11/24/2020	ICF Jones & Stokes, Inc	1012 · Citizens Busine...		-3,010.00
	11/19/2020		7055 · Plunge Creek Ex...	3-Land Resources	2,580.00
	11/20/2020		7055 · Plunge Creek Ex...	3-Land Resources	430.00
TOTAL					3,010.00
22654	11/24/2020	Image Source	1012 · Citizens Busine...		-363.50
	11/13/2020		6033 · Office Equipmen...	4-General Fund Ent.	272.63
			6033 · Office Equipmen...	1-Groundwater Ent.	18.17
			6033 · Office Equipmen...	2-Redlands Plaza/...	54.53
			6033 · Office Equipmen...	3-Land Resources	18.17
TOTAL					363.50
22655	11/24/2020	O'Reilly	1012 · Citizens Busine...		-53.29
	11/17/2020		5210 · Equipment Maint...	1-Groundwater Ent.	53.29
TOTAL					53.29
22656	11/24/2020	Rogers, Anderson, Mal...	1012 · Citizens Busine...		-1,235.00
	10/30/2020		5170 · Audit	4-General Fund Ent.	370.50
			5170 · Audit	1-Groundwater Ent.	444.60
			5170 · Audit	2-Redlands Plaza/...	185.25
			5170 · Audit	3-Land Resources	234.65
TOTAL					1,235.00

San Bernardino Valley Water Conservation District

Expenditure Report

November 2020

Num	Date	Name	Account	Class	Original Amount
22657	11/24/2020	The Gas Company	1012 · Citizens Busine...		-4.59
	11/13/2020		5450 · Natural Gas	4-General Fund Ent.	2.75
			5450 · Natural Gas	1-Groundwater Ent.	1.84
TOTAL					4.59
22658	11/24/2020	Thomas Purvis	1012 · Citizens Busine...		-25.26
	11/24/2020		5215 · Property Mainten...	1-Groundwater Ent.	20.21
			5215 · Property Mainten...	3-Land Resources	5.05
TOTAL					25.26
22659	11/24/2020	U.S. Bank Equipment F...	1012 · Citizens Busine...		-336.18
	11/10/2020		6033 · Office Equipmen...	4-General Fund Ent.	252.13
			6033 · Office Equipmen...	1-Groundwater Ent.	16.81
			6033 · Office Equipmen...	2-Redlands Plaza/...	50.43
			6033 · Office Equipmen...	3-Land Resources	16.81
TOTAL					336.18
22660	11/24/2020	Wilbur's	1012 · Citizens Busine...		-127.31
	10/30/2020		5210 · Equipment Maint...	1-Groundwater Ent.	127.31
TOTAL					127.31
100261N	11/03/2020	PERS	1012 · Citizens Busine...		-9,558.77
			6170 · PERS Retirement	4-General Fund Ent.	1,242.64
			6170 · PERS Retirement	1-Groundwater Ent.	4,301.45
			6170 · PERS Retirement	2-Redlands Plaza/...	382.35
			6170 · PERS Retirement	3-Land Resources	955.88
			6170 · PERS Retirement	5-Wash Plan	2,007.34
			6170 · PERS Retirement	6-Active Recharge ...	669.11
TOTAL					9,558.77
100262N	11/10/2020	PERS	1012 · Citizens Busine...		-9,808.77
			6170 · PERS Retirement	4-General Fund Ent.	1,275.14
			6170 · PERS Retirement	1-Groundwater Ent.	4,413.95
			6170 · PERS Retirement	2-Redlands Plaza/...	392.35
			6170 · PERS Retirement	3-Land Resources	980.88
			6170 · PERS Retirement	5-Wash Plan	2,059.84
			6170 · PERS Retirement	6-Active Recharge ...	686.61
TOTAL					9,808.77
100263N	11/24/2020	PERS	1012 · Citizens Busine...		-9,558.77
			6170 · PERS Retirement	4-General Fund Ent.	1,242.64
			6170 · PERS Retirement	1-Groundwater Ent.	4,301.45
			6170 · PERS Retirement	2-Redlands Plaza/...	382.35
			6170 · PERS Retirement	3-Land Resources	955.88
			6170 · PERS Retirement	5-Wash Plan	2,007.34
			6170 · PERS Retirement	6-Active Recharge ...	669.11
TOTAL					9,558.77

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report
November 2020

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
11/4/2020	Corneille, R	Oct-20	\$ 1,848.00	\$ 287.01	\$ 1,560.99
11/4/2020	McDonald, M	Oct-20	\$ 1,155.00	\$ 99.90	\$ 1,055.10
11/18/2020	McDonald, M	Nov-20	\$ 1,155.00	\$ 99.91	\$ 1,055.09



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1749

To: Board of Directors

From: Finance & Administration Committee/General Manager, Daniel Cozad

Date: December 9, 2020

Subject: 2021 Per Diem Rate

RECOMMENDATION

The Finance & Administration Committee recommends the Board increase the Board Per Diem Rate by \$4.00 to \$235.00 for calendar year 2021, and approve Resolution No. 580.

BACKGROUND

Last year the Board increased the per diem rate by 2.8% for 2020 after reviewing the Bureau of Labor Statistics (BLS) Consumer Price Index (CPI-U) and the maximum allowed increase. The Finance & Administration Committee (Committee) met on November 20 and discussed current and past Board Per Diem Rates and history. The CPI-U for the 12 month ending in October (the last information posted is 2.02%). The Board in May approved a budget containing a 5% increase in the per diem. The California Water Code limits the increase in rate up to 5% per year. The committee recommended that the rate be increased from \$231 to \$235, which represents an increase 1.73%.

The Draft Resolution No. 580 is attached for the Board's consideration or revision.

POTENTIAL MOTIONS

1. Move approval of a new per diem rate of \$235 for Calendar Year 2021 and approve Resolution No. 580.
2. Move to table the item to a future meeting of the Board or the Finance & Administration Committee.

ATTACHMENTS

Resolution No. 580

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

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

RESOLUTION NO. 580

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
AMENDING DISTRICT POLICY TO ALLOW
FOR AN 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 May 14, 2014 Board meeting; and

WHEREAS, the Board of Directors voted to increase 2020 per diem rate compensation by two point eight percent for the calendar year of 2020 on December 11, 2019; 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 to \$235 per meeting, which was in line with the past 12 months CPI-U; and

WHEREAS, the District's current policy allows for a director to attend ten meetings per month and receive compensation at a per diem rate of two hundred and thirty one dollars (\$231) 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 1.73% effective January 1, 2021, from Two Hundred Thirty One Dollars (\$231) to Two Hundred Thirty Five Dollars (\$235).

Section 3. Each director shall receive per diem compensation in an amount of two hundred and thirty five dollars (\$235) per meeting for the calendar year 2021 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 9th day of December 2020, by the following vote:

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

Richard Corneille, President

ATTEST:

Daniel Cozad, Secretary



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

Memorandum No. 1750

To: Board of Directors

From: General Manager, Daniel Cozad

Date: December 9, 2020

Subject: Unaudited Financial Reports, November 2020

RECOMMENDATION

Review and approve the unaudited financials for November 2020.

BACKGROUND

Each month staff presents the unaudited financials for the District. The reports submitted with this Board Letter have a closing date of November 30, 2020.

DISCUSSION

Interest income is being received slower than budgeted due to the market's extended volatility due to the COVID-19 pandemic. The District is expecting payment from the City of San Bernardino for the Groundwater Council in the amount of \$263,484. Redlands has not joined but pays the GW Charge. The final invoice for the Plunge Creek IRWMP grant has been submitted and payment is expected early next year. Mining revenue is above budget due to increased Cemex mining above their minimum. Expenses are as expected. December financials will form the performance basis used for the 2021-2022 preliminary budget beginning in January.

FISCAL IMPACT

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

POTENTIAL MOTIONS

1. Move approval of the Unaudited Financials for November 2020 as presented.
2. Move to request this item be tabled and referred to the Finance & Administration Committee for reconsideration of specific issues discussed.

ATTACHMENTS OR MATERIALS

Graph Financials for November 2020
Profit & Loss to Date vs. Annual Budget

**BOARD OF
DIRECTORS**

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

**GENERAL
MANAGER**

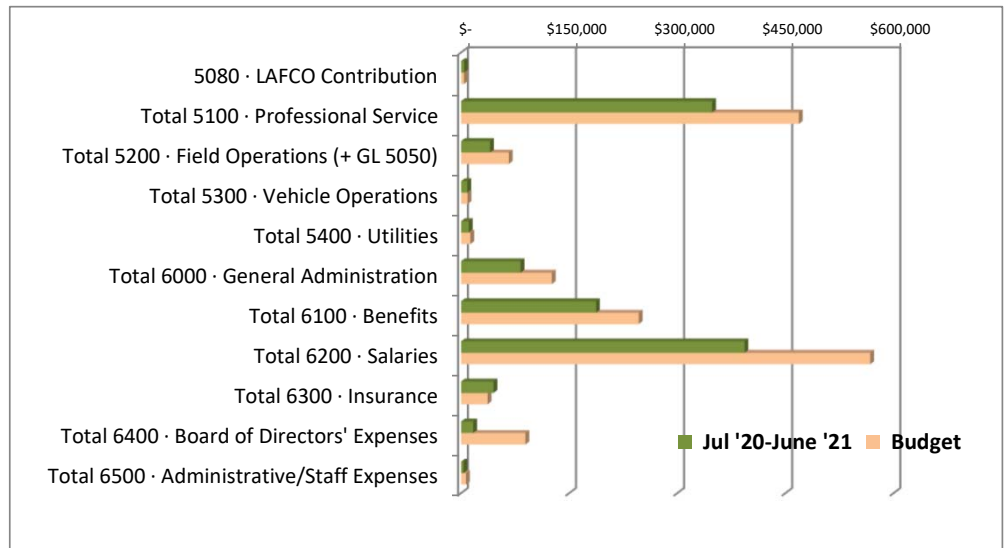
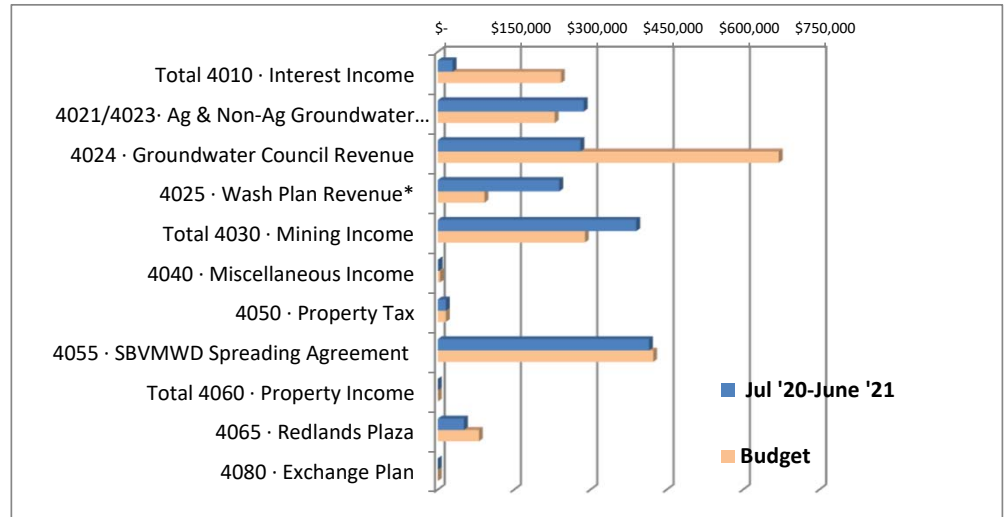
Daniel B. Cozad

SBVWCD - All Enterprises Budget and Actual
November 2020

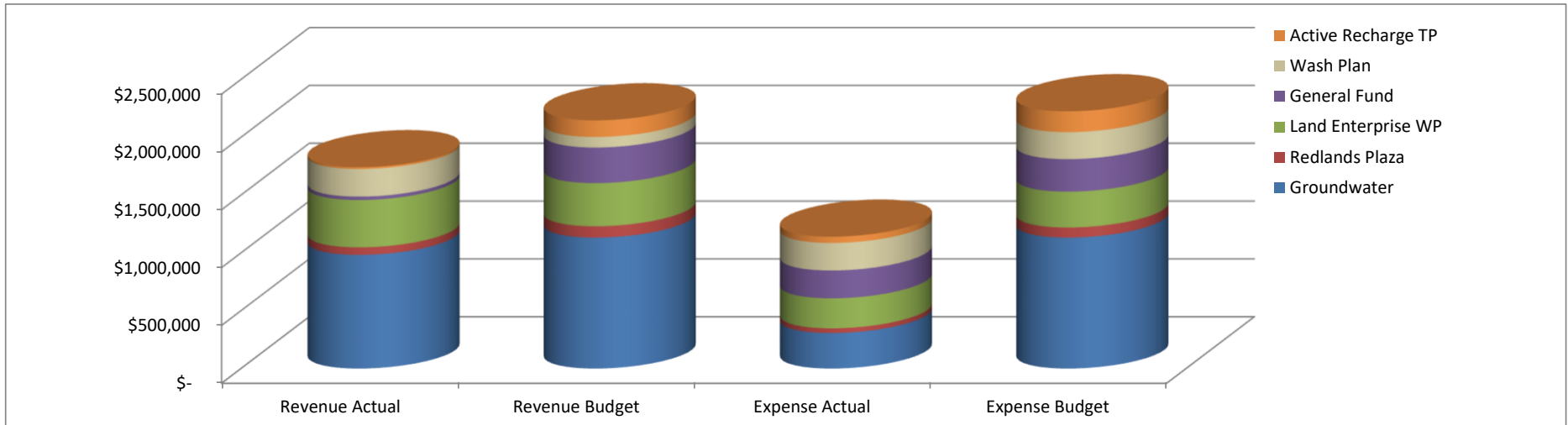
REVENUE	Jul '20-June '21	Budget
Total 4010 · Interest Income	\$ 29,136	\$ 241,939
4021/4023· Ag & Non-Ag Groundwater Charge	\$ 286,694	\$ 229,861
4024 · Groundwater Council Revenue	\$ 280,200	\$ 670,000
4025 · Wash Plan Revenue*	\$ 238,922	\$ 91,667
Total 4030 · Mining Income	\$ 389,998	\$ 289,167
4040 · Miscellaneous Income	\$ 1,450	\$ 4,167
4050 · Property Tax	\$ 15,593	\$ 15,575
4055 · SBVMWD Spreading Agreement	\$ 415,203	\$ 423,344
Total 4060 · Property Income	\$ 100	\$ 100
4065 · Redlands Plaza	\$ 51,362	\$ 80,685
4080 · Exchange Plan	\$ -	\$ -
Total Revenue	\$ 1,708,658	\$ 2,046,505

*District loans to the WP

EXPENSES Operating and Capital	Jul '20-June '21	Budget
5080 · LAFCO Contribution	\$ 4,282	\$ 4,000
Total 5100 · Professional Service	\$ 348,238	\$ 468,493
Total 5200 · Field Operations (+ GL 5050)	\$ 40,243	\$ 66,065
Total 5300 · Vehicle Operations	\$ 8,504	\$ 9,060
Total 5400 · Utilities	\$ 10,837	\$ 12,943
Total 6000 · General Administration	\$ 82,700	\$ 125,815
Total 6100 · Benefits	\$ 187,258	\$ 246,342
Total 6200 · Salaries	\$ 393,276	\$ 567,681
Total 6300 · Insurance	\$ 44,961	\$ 36,700
Total 6400 · Board of Directors' Expenses	\$ 16,729	\$ 89,317
Total 6500 · Administrative/Staff Expenses	\$ 3,388	\$ 6,804
Total Expense	\$ 1,140,415	\$ 1,633,219



Enterprises to Date (November 2020)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 983,115	\$ 1,132,700	87%
Groundwater Expense	\$ 307,289	\$ 556,093	55%
Revenue -Expense	\$ 675,826	\$ 576,607	
Redlands Plaza Revenue	\$ 64,896	\$ 97,668	66%
Redlands Plaza Expense	\$ 40,591	\$ 86,944	47%
Revenue -Expense	\$ 24,305	\$ 10,724	
Land Enterprise Revenue	\$ 409,547	\$ 373,308	110%
Land Enterprise Expense	\$ 259,637	\$ 310,390	84%
Revenue -Expense	\$ 149,910	\$ 62,919	
General Fund Revenue *	\$ 29,363	\$ 307,707	10%
General Fund Expense	\$ 240,516	\$ 281,029	86%
Revenue -Expense	\$ (211,153)	\$ 26,678	
Wash Plan Revenue	\$ 238,922	\$ 91,667	261%
Wash Plan Expense	\$ 238,405	\$ 233,423	102%
Revenue-Expense	518	(141,756)	
Active Recharge TP Revenue	\$ 14,956	\$ 143,438	10%
Active Recharge TP Expense	\$ 53,978	\$ 180,340	30%
Revenue-Expense	\$ (39,022)	\$ (36,902)	
Total All Revenue - Expense	\$ 600,383	\$ 498,269	

Cash Status	As of 7/1/2020	As of 11/30/20
LAIF	\$ 128,186.22	\$ 429,474.46
Cal Trust	\$ 3,213,064.41	\$ 3,219,556.58
Citizens Bank	\$ 904,498.58	\$ 1,009,638.54
UBS Financial Services	\$ 1,925,315.82	\$ 1,260,671.07
US Bank-CAMP	\$ 18,725,746.48	\$ 18,745,688.14
Total Cash	\$ 24,896,811.51	\$ 24,665,028.79
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less ARTP obligation	\$ (18,437,500.00)	\$ (18,522,697.58)
Cash Position	\$ 1,459,311.51	\$ 1,142,331.21

Increase (decrease) of
Percent Increase -\$316,980.30
 -21.7%

* General Fund Revenue shown here does not include overhead

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

	Jul - Nov 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 · Interest Income				
4012 · LAIF	855.73	2,400.00	-1,544.27	35.66%
4013 · Caltrust Investment Income	6,492.17	79,822.43	-73,330.26	8.13%
4014 · CalCredit Union Interest Income	0.00	3,672.00	-3,672.00	0.0%
4015 · UBS Interest Income	1,846.11	36,720.00	-34,873.89	5.03%
4016 · Interest Income ARTP	19,941.66	459,000.00	-439,058.34	4.35%
Total 4010 · Interest Income	29,135.67	581,614.43	-552,478.76	5.01%
4020 · Groundwater Charge				
4021 · Assessments - Ag	44,630.01	128,045.00	-83,414.99	34.86%
4023 · Assessments - Non-Ag	242,064.20	331,676.79	-89,612.59	72.98%
4024 · Groundwater Council Revenue	280,200.00	670,000.00	-389,800.00	41.82%
Total 4020 · Groundwater Charge	566,894.21	1,129,721.79	-562,827.58	50.18%
4025 · Wash Plan Revenue	238,922.05	220,000.00	18,922.05	108.6%
4030 · Mining Income				
4031 · Plant Site - CEMEX	16,000.00	48,000.00	-32,000.00	33.33%
4032 · Cemex - Royalty / Lease	359,669.82	586,000.00	-226,330.18	61.38%
4036 · Aggregate Maintenance	14,328.58	60,000.00	-45,671.42	23.88%
Total 4030 · Mining Income	389,998.40	694,000.00	-304,001.60	56.2%
4040 · Miscellaneous Income				
4041 · Reimbursed Expenses	0.00	0.00	0.00	0.0%
4040 · Miscellaneous Income - Other	1,450.00	10,000.00	-8,550.00	14.5%
Total 4040 · Miscellaneous Income	1,450.00	10,000.00	-8,550.00	14.5%
4050 · Property Tax	15,593.18	124,588.24	-108,995.06	12.52%
4055 · SBVMWD Spreading Agreement Reim	415,202.87	423,344.11	-8,141.24	98.08%
4060 · Property Income				
4062 · Mentone Property	100.00	100.00	0.00	100.0%
Total 4060 · Property Income	100.00	100.00	0.00	100.0%
4065 · Redlands Plaza	51,361.54	193,643.56	-142,282.02	26.52%
4066 · Redlands Plaza CAM	13,342.33	40,520.36	-27,178.03	32.93%
4080 · Exchange Plan	0.00	30,000.00	-30,000.00	0.0%
4086 · Plunge Creek IRWMP	11,378.12	200,000.00	-188,621.88	5.69%
4998 · Rate Stabilization From Reserve	0.00	0.00	0.00	0.0%
4999 · Trust Reimbursement-Wash Plan	0.00	142,500.00	-142,500.00	0.0%
Total Income	1,733,378.37	3,790,032.49	-2,056,654.12	45.74%
Gross Profit	1,733,378.37	3,790,032.49	-2,056,654.12	45.74%
Expense				
5040 · Regional Programs				
5080 · LAFCO Contribution	4,281.93	4,000.00	281.93	107.05%
Total 5040 · Regional Programs	4,281.93	4,000.00	281.93	107.05%
5050 · Basin Cleaning	35,742.50	50,000.00	-14,257.50	71.49%
5100 · Professional Service				
5120 · Misc. Professional Services	42,615.81	130,000.00	-87,384.19	32.78%
5122 · Wash Plan Professional Services	89,153.75	245,000.00	-155,846.25	36.39%
5123 · Habitat Management-WP	0.00	142,500.00	-142,500.00	0.0%
5124 · Plunge Creek Prof Services	118,886.99	150,000.00	-31,113.01	79.26%
5125 · Engineering Services	0.00	18,000.00	-18,000.00	0.0%
5130 · Aerial Photography & Surveying	0.00	1,000.00	-1,000.00	0.0%
5155 · WP Trails Professional Services	0.00	25,000.00	-25,000.00	0.0%
5160 · IT Support	3,795.00	7,210.00	-3,415.00	52.64%
5170 · Audit	23,840.00	26,155.00	-2,315.00	91.15%
5175 · Legal - Wash Plan	52,063.72	20,000.00	32,063.72	260.32%
5180 · Legal	17,883.11	175,000.00	-157,116.89	10.22%
Total 5100 · Professional Service	348,238.38	939,865.00	-591,626.62	37.05%
5133 · Regional River HCP Contribution	0.00	25,000.00	-25,000.00	0.0%
5200 · Field Operations				
5210 · Equipment Maintenance	3,449.42	6,556.36	-3,106.94	52.61%
5215 · Property Maintenance	1,051.48	42,000.00	-40,948.52	2.5%
5225 · Field Clean Up-Illegal dumping	0.00	60,000.00	-60,000.00	0.0%
5230 · Field Tools	0.00			
Total 5200 · Field Operations	4,500.90	108,556.36	-104,055.46	4.15%
5223 · Temp. Field Labor	0.00	11,000.00	-11,000.00	0.0%
5300 · Vehicle Operations				
5310 · Vehicle Maintenance	1,276.18	8,000.00	-6,723.82	15.95%
5320 · Fuel	7,227.71	13,750.00	-6,522.29	52.57%
Total 5300 · Vehicle Operations	8,503.89	21,750.00	-13,246.11	39.1%
5400 · Utilities				

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

	Jul - Nov 20	Budget	\$ Over Budget	% of Budget
5410 · Alarm Service	718.75	1,500.00	-781.25	47.92%
5420 · Electricity	3,215.86	10,000.34	-6,784.48	32.16%
5430 · Mobile Phone	2,025.01	5,265.00	-3,239.99	38.46%
5440 · Telephone	2,229.63	8,000.00	-5,770.37	27.87%
5450 · Natural Gas	11.35	1,134.58	-1,123.23	1.0%
5460 · Water / Trash / Sewer	1,536.25	2,438.00	-901.75	63.01%
5470 · Internet Services	1,099.90	2,731.82	-1,631.92	40.26%
Total 5400 · Utilities	10,836.75	31,069.74	-20,232.99	34.88%
6000 · General Administration				
6001 · General Administration - Other	668.09	4,500.00	-3,831.91	14.85%
6002 · Website Administration	1,992.94	6,000.00	-4,007.06	33.22%
6003 · Property Tax	0.00	0.00	0.00	0.0%
6004 · Meeting Expenses	212.31	2,060.00	-1,847.69	10.31%
6006 · Permits	50.00	10,000.00	-9,950.00	0.5%
6007 · Inter District Costs	0.00	10,000.00	-10,000.00	0.0%
6009 · Licenses	1,650.20	1,630.53	19.67	101.21%
6010 · Surety Bond	1,210.00	1,900.00	-690.00	63.68%
6012 · Office Maintenance	68.32	3,275.40	-3,207.08	2.09%
6013 · Office Lease Payment	25,000.00	60,000.00	-35,000.00	41.67%
6015 · Mentone House Maintenance	437.38	5,000.00	-4,562.62	8.75%
6016 · Redlands Plaza Maintenance	0.00	40,000.00	-40,000.00	0.0%
6018 · Janitorial Services	3,675.00	9,108.89	-5,433.89	40.35%
6019 · Janitorial Supplies	105.63	515.00	-409.37	20.51%
6020 · Vacancy Marketing-Redlands Plaz	0.00	1,500.00	-1,500.00	0.0%
6026 · Redlands Plaza CAM expenses	11,501.91	32,290.50	-20,788.59	35.62%
6027 · Computer Software	248.74	600.00	-351.26	41.46%
6030 · Office Supplies	952.71	3,750.67	-2,797.96	25.4%
6033 · Office Equipment Rental	3,227.86	9,500.00	-6,272.14	33.98%
6036 · Printing	0.00	1,100.00	-1,100.00	0.0%
6039 · Postage and Overnight Delivery	238.52	1,200.00	-961.48	19.88%
6042 · Payroll Processing	994.97	2,775.85	-1,780.88	35.84%
6045 · Bank Service Charges	84.87	1,575.00	-1,490.13	5.39%
6051 · Uniforms	1,139.41	2,750.00	-1,610.59	41.43%
6060 · Outreach	20.00	60,000.00	-59,980.00	0.03%
6087 · Educational Reimbursement	0.00	5,000.00	-5,000.00	0.0%
6090 · Subscriptions/Publications	1,297.81	1,232.00	65.81	105.34%
6091 · Public Notices	0.00	3,200.00	-3,200.00	0.0%
6093 · Memberships	27,922.83	22,042.80	5,880.03	126.68%
Total 6000 · General Administration	82,699.50	302,506.64	-219,807.14	27.34%
6100 · Benefits				
6110 · Vision Insurance	1,064.70	3,090.02	-2,025.32	34.46%
6120 · Workers' Comp. Insurance	3,906.03	19,834.77	-15,928.74	19.69%
6130 · Dental Insurance	4,001.00	13,265.60	-9,264.60	30.16%
6150 · Medical Insurance				
6150.01 · Medical Employee Contribution	-11,920.26	-28,597.42	16,677.16	41.68%
6150 · Medical Insurance - Other	87,450.09	256,353.45	-168,903.36	34.11%
Total 6150 · Medical Insurance	75,529.83	227,756.03	-152,226.20	33.16%
6160 · Payroll Taxes-Employer	22,468.07	97,451.74	-74,983.67	23.06%
6170 · PERS Retirement				
6170.01 · PERS Employee Contributions	-42,327.59	-44,054.08	1,726.49	96.08%
6170 · PERS Retirement - Other	122,615.71	280,127.11	-157,511.40	43.77%
Total 6170 · PERS Retirement	80,288.12	236,073.03	-155,784.91	34.01%
Total 6100 · Benefits	187,257.75	597,471.19	-410,213.44	31.34%
6200 · Salaries				
6230 · Regular Salaries	393,276.31	1,362,433.86	-969,157.55	28.87%
Total 6200 · Salaries	393,276.31	1,362,433.86	-969,157.55	28.87%
6300 · Insurance				
6310 · Property/ Auto Insurance	4,209.65	4,400.00	-190.35	95.67%
6320 · General Liability Insurance	40,751.21	32,300.00	8,451.21	126.17%
Total 6300 · Insurance	44,960.86	36,700.00	8,260.86	122.51%
6400 · Board of Directors' Expenses				
6401 · Directors' Fees				
6401.5 · Payroll Taxes-Directors	2,566.83	0.00	2,566.83	100.0%
6401 · Directors' Fees - Other	13,161.82	94,861.31	-81,699.49	13.88%
Total 6401 · Directors' Fees	15,728.65	94,861.31	-79,132.66	16.58%
6410 · Mileage	0.00	4,000.00	-4,000.00	0.0%
6415 · Air Fare	0.00	2,500.00	-2,500.00	0.0%

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

	Jul - Nov 20	Budget	\$ Over Budget	% of Budget
6420 · Other Travel	0.00	500.00	-500.00	0.0%
6425 · Meals	9.10	3,500.00	-3,490.90	0.26%
To 6430 · Lodging	0.00	4,000.00	-4,000.00	0.0%
6516435 · Conf/Seminar Registrations	991.00	5,000.00	-4,009.00	19.82%
6440 · Election Fees / Re-Districting	0.00	100,000.00	-100,000.00	0.0%
	16,728.75	214,361.31	-197,632.56	7.8%
6510 · Mileage	952.39	2,500.00	-1,547.61	38.1%
6515 · Air Fare	0.00	3,000.00	-3,000.00	0.0%
6520 · Travel, Other (rental car, taxi	0.00	1,050.00	-1,050.00	0.0%
To To 6525 · Meals	46.40	2,035.00	-1,988.60	2.28%
Net Ordir 9916530 · Lodging	0.00	3,750.00	-3,750.00	0.0%
Other Incom6535 · Conf/Seminar Registrations	2,389.00	4,000.00	-1,611.00	59.73%
Other Expense	3,387.79	16,335.00	-12,947.21	20.74%
7000 · Construction	0.00	444,000.00	-444,000.00	0.0%
	1,140,415.31	4,165,049.10	-3,024,633.79	27.38%
	592,963.06	-375,016.61	967,979.67	-158.12%
To 7010 · Materials				
7117055 · Plunge Creek Expansion				
	0.00	12,000.00	-12,000.00	0.0%
7110 · Property Capital Repairs	423,706.51	500,000.00	-76,293.49	84.74%
7120 · Property-Land Purchase	423,706.51	512,000.00	-88,293.49	82.76%
7126 · ARTP Engr/Prof Services				
7130 · Mentone Property (House)-CapRep	0.00	315,000.00	-315,000.00	0.0%
7140 · Mentone Property (Shop)-CapRep	22,722.32	0.00	22,722.32	100.0%
To 7150 · Mill Creek Diversion	0.00	500,000.00	-500,000.00	0.0%
7217160 · Mendoza Property	0.00	25,000.00	-25,000.00	0.0%
	0.00	0.00	0.00	0.0%
	0.00	1,100,000.00	-1,100,000.00	0.0%
7210 · Computer Hardware-Capital Purch	0.00	467,000.00	-467,000.00	0.0%
7220 · Computer Software	22,722.32	2,407,000.00	-2,384,277.68	0.94%
To 7230 · Field Equipment / Vehicles				
7417240 · Office Equipment	4,528.15	5,000.00	-471.85	90.56%
	10,940.24	10,000.00	940.24	109.4%
Total 7400 · Professional Services Capital	39,441.00	72,500.00	-33,059.00	54.4%
Total 7438 · Engineering Services-Other	0.00	1,500.00	-1,500.00	0.0%
Net Other Income	54,909.39	89,000.00	-34,090.61	61.7%
Net Income	0.00	125,000.00	-125,000.00	0.0%
	0.00	125,000.00	-125,000.00	0.0%
	501,338.22	3,133,000.00	-2,631,661.78	16.0%
	-501,338.22	-3,133,000.00	2,631,661.78	16.0%
	91,624.84	-3,508,016.61	3,599,641.45	-2.61%



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1751

To: Board of Directors

From: Betsy Miller, Land Resources Manager/Assistant General Manager

Date: December 9, 2020

Subject: Wash Plan Covered Activities California Endangered Species Act Permit Application

RECOMMENDATION

Staff recommends that the Board authorize the General Manager to prepare and submit a permit application for Wash Plan Covered Activities and pay up to \$45,000 in associated permit application fees to California Department of Fish and Wildlife.

BACKGROUND AND DISCUSSION

The Wash Plan, which was adopted by the Board on July 8, 2020, is a federal Habitat Conservation Plan which provides permitting for Covered Activities under the Federal Endangered Species Act. The Wash Plan acknowledges that additional Federal and State regulations apply to specific Wash Plan Covered Activities, which will require permits prior to construction. In order to comply with all applicable regulations prior to construction, the District is applying for permits for Covered Activities (as approved by the Task Force on April 28, 2020) under the California Endangered Species Act (CESA).

The CESA application is being prepared by Conservation District staff with support from AECOM under their existing contract. California Department of Fish and Wildlife requires submittal of an application fee of \$31,963.00 for a CESA Incidental Take Permit for projects greater than or equal to \$500,000 in cost. In addition, a Complexity Fee of \$10,625.50 may also be assessed because the application covers multiple Covered Activities. The CDFW Fee Schedule is available online at <https://wildlife.ca.gov/Conservation/CESA/Permitting>.

FISCAL IMPACT

If the application is submitted in 2020, permit costs are anticipated to be between \$31,963.00 and \$42,588.50, based on CDFW's Fee Schedule. If CDFW requirements result in submission of the application in 2021, costs are expected to increase by up to \$1,500.00. The recommended action authorizes the General Manager to expend up to \$45,000 for permit application fees, in order to cover any small changes or increases in CDFW's Fee Schedule. District staff and consultant costs to manage

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David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

and support this application are estimated to cost up to an additional \$45,000. Both preparation and permit fees will be partially reimbursed according to a fair share methodology based on permit needs by the Wash Plan Permittees.

POTENTIAL MOTIONS

- 1) Authorize the General Manager to prepare and submit a permit application for Wash Plan Covered Activities and pay up to \$45,000 in associated permit application fees to California Department of Fish and Wildlife.
- 2) Table consideration of the item and provide direction and/or request(s) to the Ad Hoc Wash Plan committee and/or Task Force for further consideration and recommendation.
- 3) Table the item for consideration at a future meeting.

ATTACHMENTS OR MATERIALS

None.



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1752

To: Board of Directors

From: Daniel Cozad, General Manager

Date: December 9, 2020

Subject: Memorandum of Understanding with San Bernardino County Flood Control District to Support Conservation and Habitat Management Activities Associated with Wash Plan Implementation

RECOMMENDATION

Staff recommends that the Board review and consider approval the Agreement for Management of Conservation Easement, Funding for Conservation Activities, and Memorandum of Understanding Regarding Habitat Management Activities with San Bernardino County Flood Control District

BACKGROUND AND DISCUSSION

The Upper Santa Ana River Wash Habitat Conservation Plan (Wash Plan), which was adopted by the Board on July 8, 2020, is a federal Habitat Conservation Plan which provides permitting for Covered Activities under the Federal Endangered Species Act. Under the Wash Plan, the U.S. Fish and Wildlife Service issued separate Incidental Take Permits (ITP) to San Bernardino Valley Water Conservation District (District) and San Bernardino County Flood Control District (Flood). As partners in the development of the Wash Plan, the District and Flood seek to continue their collaboration during the implementation phase of the plan. To document this partnership, the District and Flood have developed an Agreement for Management of Conservation Easement, Funding for Conservation Activities, and Memorandum of Understanding Regarding Habitat Management Activities (Agreement). This Agreement memorializes the mutual desire of the District and Flood to support one another during Wash Plan implementation to contribute to the overall success of the program, including the following areas of collaboration:

- 1) San Bernardino Valley Conservation Trust (Trust) will develop, review and hold Conservation Easements on Flood lands and associated endowments as needed to fulfill Flood's requirements under their Wash Plan ITP
- 2) Trust and District will conduct integrated monitoring, management, annual reporting, and other tasks on Flood lands as needed to fulfill Flood's requirements under their Wash Plan ITP, utilizing associated endowment funds held by the Trust, like the District's requirements

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Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

In addition to recognizing this desire for partnership, the Agreement includes the framework to accomplish the following necessary tasks:

- Agreement to convey the Conservation Easement to the Trust
- Escrow requirements for the Transactions
- Review and approval of property title, as needed
- Obligations for endowment management by Trust
- Invoicing and payment procedures
- Amendment option to support non-Wash Plan Flood Control actions

The tasks identified above will support the Wash Plan's successful implementation across both District and Flood Preserve lands through the District's efficient, integrated monitoring, reporting, and management program.

FISCAL IMPACT

Flood would fully fund the actions covered by the Agreement through the Wash Plan-required endowment for the associated projects held by the Trust. Flood may fund the District or Trust for some Wash Plan tasks annually. If so, task costs will be paid in advance based on a time and materials budget based on standard burdened hourly rates, contracted, and other direct costs. Staff and Legal Counsel cost to develop this Agreement were funded from the Land Resources Enterprise due to the partnership and Task Force Membership enjoyed by Flood.

POTENTIAL MOTIONS

- 1) Authorize the General Manager to execute the Agreement for Management of Conservation Easement, Funding for Conservation Activities, and Memorandum of Understanding Regarding Habitat Management Activities with San Bernardino County Flood Control District in a form substantially consistent with Attachment 1, including changes approved by the District Legal Counsel.
- 2) Table consideration of the item and request a recommendation from the Ad Hoc Wash Plan Committee or Trust Board.
- 3) Table the item for consideration at a future meeting.

ATTACHMENTS OR MATERIALS

- 1) Agreement for Management of Conservation Easement, Funding for Conservation Activities, and Memorandum of Understanding Regarding Habitat Management Activities with San Bernardino County Flood Control District

**AGREEMENT FOR MANAGEMENT OF CONSERVATION EASEMENT; FUNDING
FOR CONSERVATION ACTIVITIES,
AND MEMORANDUM OF UNDERSTANDING RE HABITAT MANAGEMENT
ACTIVITIES**

THIS AGREEMENT FOR MANAGEMENT OF CONSERVATION EASEMENT; FUNDING FOR CONSERVATION ACTIVITIES, AND MEMORANDUM OF UNDERSTANDING RE HABITAT MANAGEMENT ACTIVITIES (“Agreement”) is entered into this ___ day of _____, 20__, by and between SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT (hereinafter called "Flood"), the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT (hereinafter called "District"), and the SAN BERNARDINO VALLEY CONSERVATION TRUST (hereinafter called "Trust"), for holding of conservation easements over property owned by Flood, to be transferred to Trust along with funding of an endowment or other means as may be approved by applicable permitting agencies, for conservation management purposes, for providing mitigation for impacts to biological resources from Flood’s effectuation of its “Flood Control Covered Activities” as set forth in the Upper Santa Ana River Wash Plan Habitat Conservation Plan (“Wash Plan HCP”) (collectively “Project”). This Agreement is entered into in consideration of all of the following:

- A. Flood is the owner of certain real property containing approximately one hundred eight five and eight tenths (185.8) acres, located in San Bernardino County, State of California more specifically described and depicted in **Exhibits A and B** attached to this Agreement and incorporated herein by this reference. (“Property”). Flood and District are co-participants in the Wash Plan HCP. The Wash Plan HCP has been formulated, processed, and sponsored by the District, to set habitat management, enhancement, operation, and maintenance responsibilities in connection with a larger “Wash Plan Conservation Area” defined therein, of which the Property is a part. Flood is a co-permittee under the Wash Plan HCP, with its own conservation mitigation requirements, for its Covered Activities, described therein.
- B. Trust is a 501(c)(3) corporation, whose duties and purposes include holding and managing lands, moneys, and Conservation Easements over property with habitat values for threatened or endangered species under the Federal Endangered Species Act, 16 U.S.C. sections 1531 et seq., and the California Endangered Species Act, California Fish and Game Code sections 2050 et seq., in, and to further, compliance with various permitting and regulatory habitat maintenance, enhancement, and protection requirements imposed upon public and private projects that may or do result in impacts to protected biological resources.
- C. Flood is a public agency and political subdivision of the State of California, which proposes a series of Covered Activities under the Wash Plan HCP (“the Project”). Flood has pursued parallel permits along with District as part of the Wash Plan HCP, governing Flood’s Covered Activities as described therein, and the Project is being pursued by Flood to meet its habitat preservation and management obligations in connection therewith. Under the Project, Flood must perform various habitat

enhancement, preservation, management, and mitigation requirements as were imposed upon Flood, as a condition to allowing the Project to go forward. Such requirements arise, or may arise, from Flood's Implementing Agreement with the United States Fish and Wildlife Service ("USFWS"), and the Project will or may include permits and conditions from other regulatory agencies with jurisdiction over the Project, including the United States Army Corps of Engineers, the California Department of Fish and Wildlife ("CDFW"), or other applicable agencies. (The collective permits from each of these agencies, whose Project permits the Conservation Easement and habitat funding mechanisms provided for hereunder will address, are collectively referred to herein as the "Biological Permit.") The applicable regulatory agency(ies) with enforcement oversight for the Project, and for compliance with all mitigation and habitat preservation, enhancement, and management requirements imposed thereon the Project through the Biological Permits/are referred to collectively hereafter as the "Enforcing Agency." As part of the Project's Biological Permit, Flood is required to impose various Conservation Easements over the Property, to meet mitigation requirements occasioned by Flood's Covered Activities under the Wash Plan HCP (collectively "Conservation Easement")

- D. The Property is located within the "Wash Plan Conservation Area" as designated and directed under the Wash Plan HCP. The Property possesses wildlife and habitat values of great importance to Trust, the people of the State of California and the people of the United States. The Property will provide or contribute to high quality natural, restored and/or enhanced habitat for one or more the following species: Slender-horned spineflower, Santa Ana River Woolly-Star, Cactus Wren, Coastal California gnatcatcher, and San Bernardino Kangaroo Rat (collectively "Covered Species"). Preserving habitat for the Covered Species comprises the "Conservation Values" of the Property.
- E. The Enforcing Agency has reviewed the Project and its biological impacts, and has determined that the Conservation Easement, over the Property, to be held by the Trust, and administered in a manner that complies with the Wash Plan HCP and applicable related permits and implementing agreements for the Wash Plan, will satisfy the Biological Permit requirements for species and habitat maintenance, enhancement, and protection requirements imposed upon the Project.
- F. District, Trust, and Flood have agreed that Flood shall fund, to Trust, the amount necessary to fund management expenses for the Property, for the costs of the species and habitat management, preservation, and administration, consistent with the Conservation Easement and standards and requirements of the Biological Permit, and Wash Plan HCP and related agreements. Such funding may take the form of a wasting endowment, a non-wasting endowment, an enforceable commitment by Flood to Trust for periodic payments, any combination of these, or other funding mechanism acceptable to the Parties and the Enforcing Agency. Trust has committed to hold, invest, preserve, and manage such funds in such a manner that the funds, and revenues derived therefrom, shall be available for, and restricted to accomplishing, such purposes. The amount and terms of the funding obligation by Flood to Trust for each component Biological Permit are attached hereto as **Exhibit C**. To the extent

that additional component Biological Permits are granted or obtained after the effective date of this Agreement, This Agreement may be amended to supplement Exhibit C with such funding requirements, and their terms, and upon such amendment, such additional component Biological Permits shall be governed by this Agreement, in the same manner as those in existence, and included hereunder, as of the effective date of this Agreement. .

- G. Flood wishes to have Trust hold each component Project Conservation Easement over the Property, and wishes Trust to hold, and use, those funds required under Flood's Implementing Agreement and each component Biological Permit as required thereunder to manage the Conservation Easement consistent with the requirements of the Implementing Agreement, the Biological Permit, and the Wash Plan HCP, as required to offset biological impacts of the Project.
- H. Flood likewise wishes District to assume various management and reporting functions over the Conservation Easement, to represent Flood on the Wash Plan HCP's Wash Plan Preserve Management Committee, to assist in title review and removal of exceptions from title unacceptable to the Enforcing Agency or Trust in the transfer of the Conservation Easement to Trust, and to perform various survey functions on the Property.
- I. Specifically, the parties intend to operate as nearly as possible, subject to any necessary approvals by permitting agencies, and subject to available funding, consistent with the following allocation of tasks and services:
 - (1) Trust will hold the Conservation Easement for Flood's Wash Plan Preserve land.
 - (2) Trust will hold and manage the Flood endowment for their Wash Plan ITP implementation activities
 - (3) Trust and/or District (as appropriate) will manage Wash Plan ITP implementation activities related to land management and/or species monitoring, utilizing the Wash Plan endowment, either providing an annual Report directly to the Enforcing Agency, or providing a report to Flood, as the parties may determine mutually convenient.
 - (4) District will represent Flood Control District Wash Plan Preserve lands before the Wash Plan Preserve Management Committee, including review of monitoring data, and development of resulting annual management proposals and associated budget from Flood's Endowment.
 - (5) Flood will provide District, annually, information on Covered Activity development and/or impacts for potential inclusion in the District's Annual Wash Plan Report (6) District will undertake to survey parcels and communicate survey results to the Flood, if needed, for any Wash Plan-required Conservation Easements.

(7) District will oversee securing any necessary review of title, including securing preliminary title reports, and working with all applicable parties to remove exceptions to same that prove to be unacceptable to the Enforcing Agency.

(8) District will manage/conduct biological surveys and/or assessments, if needed, for any Wash Plan-required Conservation Easements

IN CONSIDERATION OF ALL OF THE FOREGOING, IT IS HEREBY AGREED AMONG FLOOD, TRUST, AND DISTRICT AS FOLLOWS:

1. AGREEMENT TO CONVEY

Flood agrees to convey, and Trust agrees to accept, subject to the satisfaction of all of the terms and conditions to closing hereunder, the Conservation Easement over the Property. Such Conservation Easement shall be conveyed pursuant to a conservation easement instrument in substantially the form attached hereto as Exhibit D. The Conservation Easement will be transferred to Trust, for the benefit of Flood, in meeting biological impact mitigation requirements from the Project. District agrees to coordinate with Flood in securing and reviewing title on the Property, working on securing approval of the Enforcing Agency of the wording and form of the Conservation Easement, and facilitating transfer of the Conservation Easement and endowment or other funding amounts to Trust. Additional component Conservation Easements, upon approval by the Parties, shall be appended to this Agreement as Exhibit C-1, C-2 and so on sequentially for each component Conservation Easement.

2. ESCROW

A. Opening of Escrow. Within five (5) business days after the date this Agreement is signed by all parties, District, Flood, and Trust shall open an escrow with a title company of Trust's choosing, ("Escrow Agent by delivering a fully-executed copy of this Agreement and any pertinent supplemental exhibits to Escrow Agent at [ADDRESS], Attn: _____. The Escrow Agent shall oversee the transfer of the Conservation Easement and payment of any required endowment or other funding amounts provided for hereunder.

(1) Joint Escrow Instructions. This Agreement shall constitute joint escrow instructions to Escrow Agent. Upon request by Escrow Agent, the parties shall execute such additional escrow instructions as may be reasonably required by Escrow Agent; provided, however, that if there is any conflict between the provisions of this Agreement and the provisions of any such additional instructions, the provisions of this Agreement shall prevail. The parties shall not be required to make any warranties or representations to either the Escrow Agent or any title company that exceed in scope the warranties and representations made by the parties herein. In addition, the parties shall not be required to indemnify or

hold harmless either the Escrow Agent or any title company relating to any cause whatsoever.

(2) Flood's Payment of Costs to District, Trust. Prior to the Opening of Escrow, and as a condition thereof, and to the extent not then already paid through District's use of any cost deposits by Flood, Flood shall pay to the District and the Trust all of the costs reasonably incurred by both of them in the preparation of this Agreement, any supplemental exhibits or any activities undertaken in furtherance of the securing, clarification, or implementation of the Biological Permit, or preliminary site preparation activities for the Property Flood may request of District or Trust to render the Property eligible for the Conservation Easement. To the extent not already paid from prior deposits, District and Trust shall jointly deliver to Flood and Escrow Agent an invoice therefor, reflecting the work performed, the amounts charged, the hourly or flat rate at which the work was charged, and a reasonable estimate of any additional work anticipated by the invoicing party to be incurred through close of escrow. Flood shall pay such invoice, in full and directly to District and Trust, in their respective invoiced amounts, as a condition of close of escrow. Escrow shall not close until such costs have been paid, and received by both District and Trust.

(3) Deposits Into Escrow; Closing As used herein, the term "Closing" means the consummation of the transfer of the Conservation Easement in favor of Trust, evidenced by the recordation of the fully executed Conservation Easement Deed in the official records of the County of San Bernardino, payment to Trust and District of all amounts due from Flood hereunder, and issuance of any title policy requested by the Trust from the Title company, insuring title to the Conservation Easement interests vested in the Trust. The Closing shall occur no later than thirty (30) days following the opening of escrow ("Closing Date"), unless extended in a written agreement by all parties.

(4) To the extent District and Flood have not by the time of the opening of escrow secured the approval of the Enforcing Agency to the form of the Conservation Easement, once escrow is opened, Flood shall within fifteen (15) days convey to, and secure the approval and any execution by the Enforcing Agency if required, in a form suitable for recording. Within fifteen days of the opening of escrow, Flood shall also deposit with Escrow Agent: a) the Conservation Easement Deed conveying the Property as approved and/or executed by the Enforcing Agency; and b) any other documents or funds required of it for Closing.

(5) Not later than five (5) days thereafter, and provided title to the Property is in a condition to transfer consistent with the requirements above, Flood shall: a) execute the recordable Conservation Easement Deed in favor of the Trust; b) deposit into Escrow: (i) any endowment or other required funds pertinent to the Conservation Easement, or component Conservation Easement, as the case may be; (ii) ; the premium for the title insurance policy in favor of the Trust; (iii) its execution copy of the Conservation Easement Deed; (iv) all invoiced costs of

District and Trust; (v) all closing costs, documentary preparations fees, escrow costs, and other costs incidental to the Closing; and (vi) any other documents or funds required of it for closing.

(6) Simultaneously with the deposits by Flood, Trust shall deposit into escrow: a) its execution copy of the Conservation Easement Deed; b) any required certificate of acceptance of the Conservation Easement Deed, and c) any other documents or funds required of it for Closing.

(7) The Closing shall occur within three (3) business days of deposit into escrow of all of the respective parties' deliverables, and to the extent the Trust indicates it seeks a title insurance policy, the date the Title Company provides written indication to Escrow Agent that it is prepared to issue a title policy showing all interests to be conveyed by the Conservation Easement vested in the Trust, which in such event shall be a condition to close of escrow. Subject to Escrow Agent's receipt of all required funds, and other deliverables, Closing shall occur at the offices of the Escrow Agent, or such other location as the parties may agree. In the event this transaction is not in a position to close as of the Closing Date, Escrow Agent shall return all funds and all documents deposited with it by any party, or may seek further agreed, written instructions from and agreeable to District, Trust, and Flood. Flood, Trust, and District agree to deposit any additional instruments as may be necessary to complete this transaction.

3. REVIEW AND APPROVAL OF CONDITION OF TITLE ON PROPERTY.*

A. District and Flood agree that they shall work cooperatively in generating the form of the Conservation Easement in such a manner as to be approved by the Enforcing Agency as adequate for the Biological Permits, and toward that end, the parties have prepared a sample form of the Conservation Easement Deed, which is attached hereto as Exhibit D, and which represents the parties' best efforts to date toward a conservation easement form acceptable to the Enforcing Agency. Flood, District, and Trust shall also work cooperatively to remove any exceptions to title on the property covered by the Conservation Easement which are unacceptable to the Enforcing Agency, or otherwise frustrate the tasks required under, or the purposes of, the Conservation Easement. Notwithstanding such mutual efforts, it is the responsibility of Flood to convey the Property to the Trust by way of a Conservation Easement Deed that is effective for the Biological Permits. Flood represents and warrants that so far as it is aware, to its actual knowledge without further obligation for investigation or inquiry, there are no previously granted easements existing on the Property that interfere or conflict with the purpose and provisions of the Conservation Easement, or, to the extent such encumbrances may exist, the Enforcing Agency has accepted such encumbrances on the Conservation Easement property.

B. Trust may request District to secure a Preliminary Title Report covering the Property to confirm this representation by Flood, and to otherwise assure that the Conservation Easement conveys in a manner and condition acceptable to it and to the Enforcing Agency. If such a Preliminary Title Report is requested by Trust, it shall be at Flood's sole cost and expense, and shall be requested by District from a title company of District's own choosing, no later than thirty (30) days after Flood's written request for same.

C. To the extent such title report reflects easements, encumbrances, or exceptions that frustrate or render unachievable the requirements of the Biological Permits on the Property, or are otherwise not acceptable to the applicable Enforcing Agency, District, Trust, and Flood shall meet and confer in good faith, to determine whether: (i) the easements, encumbrances, or exceptions that frustrate or render unachievable the requirements of the Biological Permit on the Property might be removed, or modified such that the Property may still serve the needs and requirements of the Biological Permit; or (ii) explore whether the Enforcing Agency is willing to permit the Conservation Easement to serve to satisfy the requirements of the Project's Biological Permit, subject to such easements, encumbrances, or exceptions; or (iii) whether parties may explore other available options, including but not limited to termination of this Agreement as to the property or properties affected by the unacceptable exception to title, and removal of any previously recorded but disapproved Conservation Easement on the Property. In such event, neither District nor Trust shall be liable to Flood in any way for any of Flood's costs, liabilities, penalties, or damages, including consequential or punitive damages. Subject to such confirmation by way of title review, Flood represents and warrants, to District and to Trust, that upon recordation of the Conservation Easement in favor of Trust as provided hereunder, all Conservation Easement interests in and to the Property will transfer to the Trust free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, options, leases and taxes, excepting only those items shown on such confirming title report that Trust has agreed in writing to take subject to, and with the concurrence of the Enforcing Agency, as may be applicable.

4. TITLE INSURANCE POLICY.

Trust may, as a condition to the recording of the Conservation Easement deed, obtain a CLTA Standard Coverage Policy of Title Insurance in the amount it may determine, issued by the title company of Trust's choosing, showing title to the Property vested in Trust, subject only to the exceptions Trust approves in writing, and the printed exceptions and stipulations in said policy otherwise approved by Trust. If Trust requires such a title insurance policy, the issuance of such title policy shall be a condition to Close of Escrow. Flood shall as a condition to closing pay the premium charged therefor and shall as a condition to recordation of the Conservation Easement, deposit the premium of such insurance policy with the Escrow Agent, for the benefit of Trust.

5. TRUST OBLIGATIONS RE HOLDING AND MANAGING HABITAT MANAGEMENT FUNDS

A. Management Through Initial Period. Upon disbursement of any endowment amount or other applicable funds to the Trust, the Trust shall hold, invest, use, apply, protect, and manage all such funds consistent with the applicable Investment Policies of the Trust, District, and any agreements between them, relating to the Wash Plan HCP or otherwise applicable to the Wash Plan Preserve, and shall manage the Property consistent with the Biological Permit. This obligation of Trust shall survive the close of escrow hereunder.

B. Management Contingent Upon Funding; Invoicing and Payment Procedures. Trust shall continue to perform its duties under the Conservation Easement only upon the condition that the costs of such management are paid to Trust by Flood, for the applicable period

of Trust's management, as such period may be permitted by the Enforcing Agency, and agreed by Trust and Flood. To the extent such funding is under any arrangement other than full, advanced funding of all required amounts by Flood under applicable wasting or non-wasting endowments, Flood shall provide to Trust the all amounts necessary for Trust's fulfillment of the Conservation Easement obligations on the Property no later than August 1 of the first year of each applicable management period. Trust shall provide an invoice to Flood, on or before June 15 of each such year, indicating Trust's estimated costs for providing services for management of the Property consistent with the requirements of the Biological Permits. Such invoice shall, upon request by Flood, include cost estimate breakdowns for the amount invoiced, with reference to management actions, initiatives, and reporting requirements projected to be performed on the Property for the applicable year, the itemized estimated time and cost for providing such services and the hourly or other rates charged by Trust for providing such services. The payment of the invoiced amount by Flood to Trust shall be in the manner of a deposit, against which Trust may draw for its actual expenditures over the applicable period, and Trust shall provide an accounting, no less than annually, of the status of such deposit and charges against it. In the event Trust's actual costs for items performed to comply with the Biological Permit exceeds the invoiced deposit amount, Trust shall so advise Flood, and shall provide a supplemental invoice for the amounts necessary to complete such management for the remainder of the applicable period. Flood shall replenish the deposit, in the amount so invoiced by Trust, within thirty (30) days of such invoice. In the event funds so deposited remain at the end of the applicable period, Trust shall so advise Flood, and such funds shall be credited to the next period's deposit, or refunded to Flood, at Flood's election, which shall be communicated to Trust in writing on or before September 1 of the applicable year. In the event Flood fails or refuses to do replenish the deposit, or in the event Flood fails to pay Trust the invoiced estimated costs at the beginning of any applicable year on or before the due date of August, 1, Trust may cease all further management activities on the Property, and responsibility for all management of the Property consistent with the Biological Permit shall revert to Flood. In such event, the parties shall cooperate reasonably in providing such documentation, and assigning any applicable consultant or other contracts, to assure smooth transition of the functions of management from Trust to Flood.

6. ONGOING HABITAT MANAGEMENT SERVICES BY DISTRICT FOR THE BENEFIT OF FLOOD

Flood and District agree that District may perform various management and operations functions imposed upon Flood pursuant to the Biological Permit, on behalf of Flood. Specifically, District and Flood agree as follows:

A. Compliance with Implementing Agreement. District shall oversee the Trust's management of the Conservation Easement on the Property, and specifically review Trust's actions for compliance with the Biological Permit between Flood and the Enforcing Agency. In the event District believes Trust is not complying with the Biological Permit, or is managing the Property in such a manner as to violate the Biological Permits, District shall immediately notify Flood in writing, and the parties shall then promptly meet and confer to discuss reasonably available remedial actions that will avoid, correct, or cure

such violation, in such a way as to avoid or minimize enforcement actions or proceedings by the Enforcing Agency.

B. Serve as Flood Representative on Wash Plan Preserve Management Committee. District shall represent Flood on the Wash Plan HCP's Wash Plan Preserve Management Committee, exercising all powers and duties of Flood on such committee, including conducting required surveys or assessments on the effectiveness of habitat management and preservation efforts, review of monitoring data, and development of annual management proposals and associated budgets for annual management expenses.

C. Prepare Annual Report. District will take the lead on compiling, preparing, and presenting the annual public reporting for the Property as required under Wash Plan HCP section 6.2.2. To the extent District requires information from Flood that is not otherwise publicly available to meet its November 1 annual deadline for completing such reporting, District shall make a written request for such information to Flood, in writing, no later than sixty (60) days prior to such deadline, and Flood shall provide such information, provided it is reasonably available, to District at no cost to District, within thirty (30) days. District shall not be responsible for any late reporting caused by Flood not providing information requested by District in a timely manner.

D. Minor or Major Amendments to Permit. District and Flood will cooperate on any requested minor or major amendments to the Biological Permit, or other Wash Plan permits secured by either, supporting each other's requests to the extent feasible, and providing any required, non-privileged data, documentation, or supporting analyses either may then have in its possession that may serve useful to the application for the amendment by the other. District and Flood shall each provide advance notice of any requested minor or major amendment to their respective permits to the other, prior to the time such amendment is submitted to the Enforcing Agency for approval, to allow coordination between them on any such minor or major amendment.

E. Surveys. District may perform on behalf of Flood such surveys, biological counts or trapping, mapping, GIS services, or other related services as may be necessary or beneficial to the management of the Property consistent with the Biological Permit.

F. Compensation for District Services to Flood. For all of the services District may offer to Flood pursuant to this section on Ongoing Habitat Management Services, Flood shall pay District on a time and materials basis for all time spent by District, at District's then-prevailing fully loaded hourly rates, or as may otherwise be agreed to in writing by District and Flood prior to the provision of such services by District, which may include lump-sum charges per task. District and Trust may provide estimates to Flood upon request of the amount of such expenses on an annual basis, to assist Flood with annual budgeting processes. For services performed on behalf of Flood by District's outside consultants, Flood shall pay District the amount of the consultant's charges, plus a ten (10%) administrative charge to District. District shall invoice Flood for such services no less frequently than quarterly, which invoices will specify the task, time spent, and hourly rates, if applicable. Flood shall pay such invoiced amounts to District within thirty (30) days.

7. DISPUTE RESOLUTION

The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement. The Parties agree that they may attempt to resolve disputes as follows:

A. Statement Describing Alleged Violation of Agreement. A Party or Parties alleging a violation of this Agreement (the “Initiating Party(ies)”) shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party(ies) alleged to have violated the terms of this Agreement (the “Responding Party(ies)”).

B. Response to Statement of Alleged Violation. The Responding Party(ies) shall have thirty (30) days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party(ies) or to cure the alleged violation to the reasonable satisfaction of the Initiating Party(ies). The Initiating Party(ies) and the Responding Party(ies) shall then meet within thirty (30) days of the date of the response to attempt to resolve the dispute amicably.

C. Mediation of Dispute. If the Initiating Party(ies) and the Responding Party(ies) cannot resolve the dispute within ninety (90) days of the date of the written response, they shall engage a mediator, experienced in real property and if possible, habitat management related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the mediation by a Director or Trustee or other representative with authority to settle. These representatives of the Initiating Party(ies) and the Responding Party(ies) may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party(ies) and the Responding Party(ies). The decision of the mediator shall be non-binding.

Prior to Claims Under California Tort Claims Act. The Parties agree that the procedure described in this paragraph represents an effort to resolve disputes without the need for a formal claim under the California Tort Claims Act or other applicable law. The period of time for the presentation of a claim by one Party against another shall be tolled for the period from the date on which the Initiating Party(ies) file a written statement until the date upon which the mediator renders a decision.

D. Reservation of Rights. Subject to the above requirements, in the event that mediation fails, each Party retains and may exercise all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five (5) calendar days’ written notice to all parties of its intent to sue.

8. NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES BY DISTRICT OR TRUST.

Neither District nor Trust makes any representation, warranty, guaranty, or indemnity to Flood that the Wash Plan HCP, or management of the Property pursuant to the requirements thereof, complies with Flood’s obligations upon the Project imposed by the Enforcing Agency.

Any such responsibilities, obligations, or requirements that are not met by the imposition of the Conservation Easement over the Property, its inclusion into the Wash Plan Conservation Area, or its management pursuant to the Wash Plan HCP are, and shall remain, the sole responsibility of Flood.

9. TIME IS OF THE ESSENCE.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing. TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND THIS TRANSACTION IS TO CLOSE AS SOON AS POSSIBLE.

10. RENTAL AND OCCUPANCY.

Flood warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one (1) month, and Flood further agrees to hold District and Trust harmless and reimburse District and Trust for any and all of their losses and expenses occasioned by reason of any lease of said portion of property to be acquired held by any lessee/tenant of Flood for a period exceeding one (1) month.

11. PERMISSION TO ENTER ON PREMISES.

Immediately upon execution of this Agreement by Flood, Flood grants to District and to the Trust or its authorized agents, permission to enter upon the Property at all reasonable times prior to closing for the purpose of making necessary or appropriate inspections or performing other activities in connection with the Trust's ultimate intended uses of the Property.

12. NOTICES.

All notices required to be provided hereunder shall be provided in writing, and either served personally, or sent by United States mail. Such notices shall be provided through either personal delivery, First-Class Mail, or overnight carrier, such as Federal Express, and all such notices shall be deemed effective on the 3rd day following mailing. Such notices shall also be provided by electronic mail delivery at the e-mail addresses listed below, but the calculated time hereunder for delivery of notices shall be from the written notice provided. Such notices shall be directed to the parties at the addresses, and to the attention of the persons, listed below, which designated recipients of notice or addresses may be changed by the parties from time to time by notice to the others in writing:

If to the District:

San Bernardino Valley Water Conservation District
1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032
Attention: General Manager
e-mail:

If to the Trust:

San Bernardino Conservation Trust
1630 West Redlands Boulevard, Suite A
Redlands, CA 92373-8032

Attention: Corporate Secretary
e-mail:

If to Flood:

San Bernardino County Flood Control District
[STREET ADDRESS]
San Bernardino, CA 92410
Attention: _____
e-mail:

13. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

14. HAZARDOUS SUBSTANCES DISCLOSURE.

Flood warrants and represents to District and Trust that to its actual knowledge, without obligation for further investigation of inquiry, Flood is aware of no hazardous or toxic material or substances located on or beneath the property conveyed hereunder, except as indicated in the disclosure under Section 253597 of the Health and Safety Code (as may be amended).

15. ENVIRONMENTAL ASSESSMENTS.

Flood agrees that Trust may, prior to the opening of escrow, conduct an environmental assessment (Phase I and Phase II at Trust's option) of the Property, at Flood's expense. If said assessment is obtained, and provided the results of such assessment are obtained and made available to Flood and to District prior to the Closing Date, then the closing of this transaction is contingent upon the review and approval by Trust of the condition of the property as shown by said assessment report.

Flood, District, and Trust reserve the right to cancel this transaction without penalty in the event that any hazardous substance, as that term is defined in Health and Safety Code Section 33459 ("hazardous substances") are found on the property. In the event of such cancellation by Trust, Flood or District, the party requesting said cancellation agrees to pay all cancellation fees.

16. I.R.S. FORM "W-9".

It is further understood and agreed by all parties that the closing of this transaction may be subject to and contingent upon executing an I.R.S. Form W-9, and all parties agree to provide any such required form.

17. NOTICE OF TAX WITHHOLDING REQUIREMENTS.

It is further understood and agreed by all parties that closing of this transaction may be subject to and contingent upon executing a "Transferor's Affidavit of Non-Foreign Status" and California Form 590 (Withholding Exemption Certificate), and all parties agree to provide any such required form.

18. NO WAIVER.

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

19. MERGER OF PRIOR AGREEMENTS AND UNDERSTANDINGS.

This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

20. AUTHORITY.

This instrument shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Trust, Flood and District. The parties upon whose benefit the signature appears below warrant, each to the other, that the person whose signature appears below has the legal authority to bind the party on whose behalf the signature appears to the terms of this Agreement, and that by doing so such party is not in breach of any other contract or agreement.

21. SEVERABILITY.

The provisions of this Agreement are severable, and if any portion is held invalid or otherwise unenforceable, the parties intend that all other provisions shall remain in full force and effect.

22. ATTORNEYS FEES.

In the event of any controversy, claim or dispute relating to this instrument or any breach thereof, the prevailing party shall be entitled to recover its attorney(s) fees, costs, and expenses, whether or not the matter is prosecuted to final judgment. Attorney(s) fees shall include all costs, expert witness fees, and all other reasonable expenses.

23. POTENTIAL AMENDMENT TO INCLUDE ADDITIONAL CONSERVATION EASEMENT PROPERTIES.

The parties acknowledge that over the course of their administration of the Biological Permits, their implementation and administration of the Wash Plan, and through the course of their ongoing activities to fulfill their missions, they may identify additional activities requiring conservation easements, funding for habitat management, and different properties that may be suitable mitigation for conservation and habitat management conditions that may be imposed upon them, over time. The parties intend that this Agreement might serve as a framework for such future, additional cooperation among them to serve such future needs, and contemplate that

this Agreement may be amended, as appropriate over time, to include such additional measures as the parties may mutually agree. No such amendment shall be effective until signed by all parties to be bound thereby.

24. INTEGRATION. This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first set forth hereinabove.

FLOOD

DISTRICT:

By: _____
Print: _____
Title: _____

By: _____
Print: _____
Title: _____

TRUST

By: _____
Print: _____
Title: _____



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1753

To: Board of Directors

From: Daniel Cozad, District Manager

Date: December 9, 2020

Subject: Planning Memorandum of Understanding by and between San Bernardino County Flood Control District (SBCFCD) and the District for the potential groundwater recharge projects within SBCFCD lands

RECOMMENDATION

Staff and District Counsel recommend that the Board approve and execute the Planning Memorandum of Understanding by and between the San Bernardino County Flood Control District (SBCFCD) and the San Bernardino Valley Water Conservation District.

BACKGROUND AND DISCUSSION

Previous regional groundwater supply planning efforts have identified a number of SBCFCD's facilities into which storm water flows may be diverted into or from for water recharge purposes. The MOU is further summarized as follows:

Purpose and extent

1. The Memorandum of Understanding (MOU), in general terms, is a coordinated effort to plan and evaluate the practical, environmental, and financial feasibility combined use of SBCFCD's facilities. The sites are referred to as study sites with the MOU confirming the initial sites.
2. Identifies study sites Waterman Spreading Grounds, Twin Creek Spreading, Lynwood Basin, 29th Street Basins and the new Oak Creek Diversion and Plunge Creek Quarry Basins as agreed initial study sites. The City Creek Basins are being considered to be added to the list of initial study sites in the future but is not included in the MOU. The planned improvements to the ARTP Mill Creek Project will be handled by permit and will not be included in the MOU site list.
3. The MOU is not a water spreading agreement, nor does it guarantee any planned use or permits. That will come later, if initial studies indicate joint use is feasible, and can still preserve flood control uses on the sites. Having SBCFCD agree in principle to the proposed improvements paves the way for these potential future joint uses.
4. The MOU has a 10 year term with two possible 10 year extensions before having to go back to the respective Boards for approval.

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

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

SBVWCD Action Items and rights under the MOU:

1. Prepare and submit to SBCFCD a preliminary report for each site, that includes the anticipated amount of storm water to be captured and diverted to that facility, and the secondary impacts such recharge might have on groundwater levels, migration of contaminant plumes, sand and gravel extraction or other land uses in the vicinity, subsidence protection, endangered and sensitive species habitat preservation, and related concerns.
2. Both parties agree to hold one or more scoping meetings where SBVWCD will provide all of the details associated with the proposed use for each SBCFCD facility including, concept-level construction plans and specifications (including a statement as to which entity will own the improvements after a project specific agreement terminates).
3. Submit a permit plan identifying any permits or clearances required from any agency or regulatory authority other than SBCFCD or SBVWCD, and a proposed operational plan for each SBCFCD facility.
4. Be entitled to any credit for such recharge as relates to water rights, water adjudications, groundwater sustainability or management purposes, or other water regulatory or accounting mechanisms or frameworks.

SBCFCD Action Items and rights under the MOU:

1. Acknowledges the importance of water conservation
2. Both parties agree to hold one or more scoping meetings. SBCFCD will provide information relating to its operational, engineering, and environmental constraints.
3. Will provide access to the Initial Facilities to SBVWCD, without charge, to conduct field investigations and surveys necessary to finalize the concept designs.
4. Will allocate sufficient staff time and resources to evaluate the joint use/operation for continued effective use for adequate flood control purposes, in conjunction with proposed storm water recharge. Note, SBCFCD's fee structure is such that without the agreement setting billing rates or referring to their permit fee schedule or without a permit application they cannot charge us for this cost
5. SBCFCD will retain the sole discretionary authority to determine which of its facilities are available for use in re-charge activities proposed by the SBVWCD. Any prospective use of any SBCFCD facility shall be subject to the parties' approval of a water spreading agreement.

FISCAL IMPACT

The costs associated with the planning of the ARTP are included in the ARTP budget. No additional costs are implicated by the Agreement.

POTENTIAL MOTIONS

1. Move to approve the presented Planning Memorandum of Understanding by and between the San Bernardino County Flood Control District and the San Bernardino Valley Water Conservation District as presented.
2. Move to direct staff on specific changes to the agreement for approval.
3. Move to table the item to a future meeting of the Board or the Operations Committee.

ATTACHMENTS OR MATERIALS

Planning Memorandum of Understanding by and between the San Bernardino County Flood Control District and the San Bernardino Valley Water Conservation District

APPROVALS

District Counsel

**Planning Memorandum of Understanding
by and between the San Bernardino County Flood Control District and
San Bernardino Valley Water Conservation District**

RECITALS

WHEREAS, the San Bernardino County Flood Control District (FCD) was created by the San Bernardino County Flood Control Act of 1939, California Water Code Appendix section 43-1 *et seq.* (Flood Control Act). The Flood Control Act specifies that the FCD's primary purpose is to provide for the control of flood and storm waters and, secondarily, to conserve such flood and storm waters, and other waters, for beneficial uses in FCD's district area by spreading, storing, retaining, and through percolation.

WHEREAS, in 1910, the Water Conservation Association (WCA) was organized to conserve the water of the Santa Ana River by storing it in the groundwater basin for future use. In 1931, local citizens voted to create the **San Bernardino Valley Water Conservation District (SBVWCD)** as a public agency to protect against the excessive export of the local surface water by downstream agencies. WCA was dissolved in the early 1940s, and all land and water property were transferred to SBVWCD.

WHEREAS, SBVWCD is now constituted as a water conservation district, duly formed and existing under the authority of California Water Code sections 74000 *et. seq.* SBVWCD has as its primary purpose the capture, spread, and recharge of water, both native and imported, over groundwater recharge facilities it owns, operates, and leases, and the stewardship of lands for compatible water supply and quality, mineral production, and the preservation of sensitive habitats.

WHEREAS, FCD owns and operates a number of flood control facilities within SBVWCD's boundaries.

WHEREAS, SBVWCD has identified FCD's facilities into which storm water flows may be diverted for water recharge purposes, provided such use will not impair the primary purpose and function of FCD facilities, which is and is to remain to maintain adequate flood protection for the safety and protection of the public.

WHEREAS, the potential for such recharge use is at this time conceptual, and requires additional study, including the identification of eligible facilities, the amount and quality of storm water flows potentially available for recharge, the location and capacity of facilities to accommodate such flows, the secondary impacts such recharge might have on groundwater levels, migration of contaminant plumes, sand and gravel extraction or other land uses in the vicinity, subsidence protection, endangered and sensitive species habitat preservation, and related concerns.

WHEREAS, SBVWCD has preliminarily identified FCD facilities for future study of potential recharge, which facilities are more specifically depicted in Exhibit 1 hereto ("Initial Facilities").

WHEREAS, FCD and SBVWCD wish to enter into this Planning Memorandum of Understanding (MOU) to describe, in general terms, their interests in coordinating their efforts to plan and evaluate the practical, environmental, and financial feasibility of such combined use of FCD's facilities.

WHEREAS, as provided herein, this MOU is for undertaking investigations and feasibility studies in contemplation of possible future use of FCD facilities, and at this juncture does not commit either party to any project or future agreement. Any specific agreed-upon use of FCD facilities for recharge will be set forth in a separate water spreading agreement between the parties, for which the requisite California Environmental Quality Act (CEQA) analysis shall be conducted prior to entering into future agreements to approve or implement any specific project.

NOW, THEREFORE, it is mutually agreed as follows:

1. Recitals.

The recitals set forth above are true and correct and incorporated herein.

2. Term.

This MOU shall have a term of 10 years from the date on which the last party executes this MOU unless earlier terminated as set forth herein. This MOU may be extended by the parties for up to two (2) subsequent 10-year periods, pursuant to written amendment signed by both parties. Either party may terminate this MOU by providing the other party with ninety (90) written notice, provided, however, that termination of this MOU shall not terminate any water spreading agreements the Parties may have entered into as of the date this MOU itself is terminated, and any such water spreading agreements shall be governed by their own termination provisions, if any.

3. General Planning Efforts.

3.1 Preliminary Report. In order to evaluate the Initial Facilities (see Exhibit 1) for the use of storm water recharge, SBVWCD shall prepare and submit to FCD a preliminary report, in a form to mutually agreed upon by the parties, identifying the particular FCD facility, the anticipated amount of storm water to be captured and diverted to that facility, and any SBVWCD improvements anticipated to be required for use of the FCD facility for storm water diversion, storage, or recharge. Parties agree to hold one or more scoping meetings where FCD will provide information relating to its operational, engineering, and environmental constraints and SBVWCD will provide concepts to address those constraints while meeting the need and purposes each of the projects. FCD will provide access to the Initial Facilities to SBVWCD, without charge, to conduct field investigations and surveys necessary to finalize the concept designs. Such investigations and field studies by SBVWCD may include, but are not limited to, surveys, soil borings or tests, geologic sampling, plant or animal habitat counts or surveys, or water quality, quantity, or flow measurements or sampling, so long as such

investigations and field studies do not materially impact FCD's maintenance of use of the Initial Facilities. SBVWCD will prepare and submit the Preliminary Report for sites individually or as groups to address such constraints, impacts of the project(s) as an initial step in the permitting process.

3.2 Assessment of Preliminary Report and Planning. Once the preliminary report is submitted by SBVWCD for the specific use of a particular FCD facility, the parties shall allocate sufficient staff time and resources to evaluate the joint use/operation of that existing FCD facility for continued effective use for adequate flood control purposes, in conjunction with proposed storm water recharge. During this evaluation process, SBVWCD shall provide to FCD all of the details associated with the proposed use for each FCD facility including, but not limited to, concept-level construction plans and specifications for any proposed improvements or modifications to the FCD facility (including a statement as to which entity will own the improvements after a project specific agreement terminates), a permit plan identifying any permits or clearances required from any agency or regulatory authority other than FCD or SBVWCD, and a proposed operational plan for each FCD facility. To the extent access rights are indicated as necessary or appropriate for storm water recharge in a FCD facility, the parties shall meet and confer to delineate the scope and extent of such access rights. This information will also include the amount of estimated storm water recharge for each facility, and expected quality of such water.

3.3 Assessment of Secondary Effects of Recharge. SBVWCD's Preliminary Report shall also consider the potential secondary effects of storm water recharge to the environment, including, but not limited to, an evaluation of whether such activities will introduce water quality pollutants or mobilize existing groundwater contamination, or will cause land subsidence, liquefaction, or seepage to low lying lands in any basin to be impacted by the replenishment activities of SBVWCD. The parties acknowledge that SBVWCD will be the agency leading this evaluation as it has the appropriate expertise concerning storm water recharge and the water quality. FCD will independently review SBVWCD's evaluation.

3.4 Considering the statutory purposes of the FCD and the goals of SBVWCD, both parties agree that they will determine, on a case by case basis, which agency will be in charge of seeking permits for projects and which agency will be the "Lead Agency" for purposes of complying with CEQA. The responsibility for CEQA compliance and permits shall be specified in a water spreading agreement.

3.5 SBVWCD will work cooperatively with FCD towards SBVWCD's goal of maximizing the quantity of storm water recharge from the existing FCD's facilities, while maintaining or improving the protection of the public from the dangers of flooding.

4. Primacy of FCD Use.

4.1 The parties obligations set forth hereunder shall be subject to the primary purpose of FCD and FCD facilities pursuant to the Flood Control Act to protect property and the public from flood waters. The use of FCD facilities for flood control purposes shall be paramount.

4.2 In determining whether to enter into a water spreading agreement, for joint use of an FCD facility for water recharge, FCD shall have the sole discretionary authority to determine what constitutes "adequate flood protection" for the operation of its facilities and to determine whether a proposed recharge activity is consistent with and compatible with its uses of a facility.

4.3 FCD shall have the sole discretionary authority to determine which of its facilities are available for use in re-charge activities proposed by the SBVWCD. Any prospective use of any FCD facility shall be subject to the parties' approval of a water spreading agreement.

5. No Implied Covenants.

Based on the FCD priorities set forth in the Flood Control Act and FCD's discretion provided in this MOU, as well as the general planning nature of this MOU, FCD and SBVWCD acknowledge and agree that no implied covenants attach to this MOU, including, but not limited to, the implied covenant of good faith and fair dealing. Nothing set forth herein shall be deemed to bind FCD's Board of Supervisors to approve a water spreading agreement. Notwithstanding anything to the contrary herein, FCD and its Board of Supervisors retain the sole discretion to authorize the use of FCD facilities for storm water recharge.

6. Assignment.

This MOU may not be assigned by either party without the written consent of the other party.

7. Indemnification and Insurance.

7.1 FCD agrees to indemnify, defend (with counsel approved by SBVWCD) and hold harmless SBVWCD, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from FCD's negligent acts or omissions which arise from FCD's performance of its obligations under this MOU.

7.2 SBVWCD agrees to indemnify, defend (with counsel approved by FCD) and hold harmless the FCD, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the SBVWCD's negligent acts or omissions which arise from the SBVWCD's performance of its obligations under this MOU.

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

7.4 FCD and SBVWCD shall maintain throughout the term of this MOU such policies of insurance or legally sufficient self-insurance for Automobile Liability, Comprehensive General Liability, and Workers' Compensation that are adequate to protect against all liabilities and indemnification responsibilities arising out of the performance of the terms, conditions or obligations of this MOU.

8. **Jurisdiction.** This MOU shall be governed by the laws of the State of California. If a court of competent jurisdiction declares any portion of this MOU invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purposes of this MOU are frustrated. Any dispute or action to enforce any obligation under this MOU shall be filed and resolved in a Superior Court in San Bernardino County, California. In the event of litigation arising from this MOU, each party to the MOU shall bear its own costs, including attorneys' fees.

9. **Signatures.** This MOU may be signed in counterparts, each of which shall constitute an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

10. **Flood Control District Clause.**

All of the FCD's revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("Bonds") issued by the FCD in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this MOU are subject to the prior pledge of revenues described above. FCD payments pursuant to this MOU will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "revenues" shall mean all income and revenue received by the FCD from the operation or ownership of the flood and storm water control and conservation facilities ("Flood Control System") of the FCD (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the FCD pursuant to Article XIII A of the Constitution of the State of California and Section 95 et seq. of the California Revenue and Taxation Code, all rents, royalties and license and permit fees and charges received by the FCD, investment income and all other money howsoever derived by the FCD from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding (a) ad valorem property taxes levied to pay any voter approved

general obligation indebtedness of the FCD, (b) assessments levied pursuant to Section 43-7 or Section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. Sect. 43-1 et seq.), and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the FCD.

11. **Amendments; Entire Agreement.** Any amendments to this MOU, including but not limited to, the addition of FCD facilities, shall be set forth in a writing signed by both parties. This MOU contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all other prior negotiations, understandings or contracts.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers or representatives as of the last day and year appearing below.

**SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT**

By: _____

President, Board of Directors

**SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT**

►

Curt Hagman, Board Chairman

Dated:

SIGNED AND CERTIFIED THAT A
COPY OF THIS DOCUMENT HAS
BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell, Clerk of the Board

By: _____

Deputy

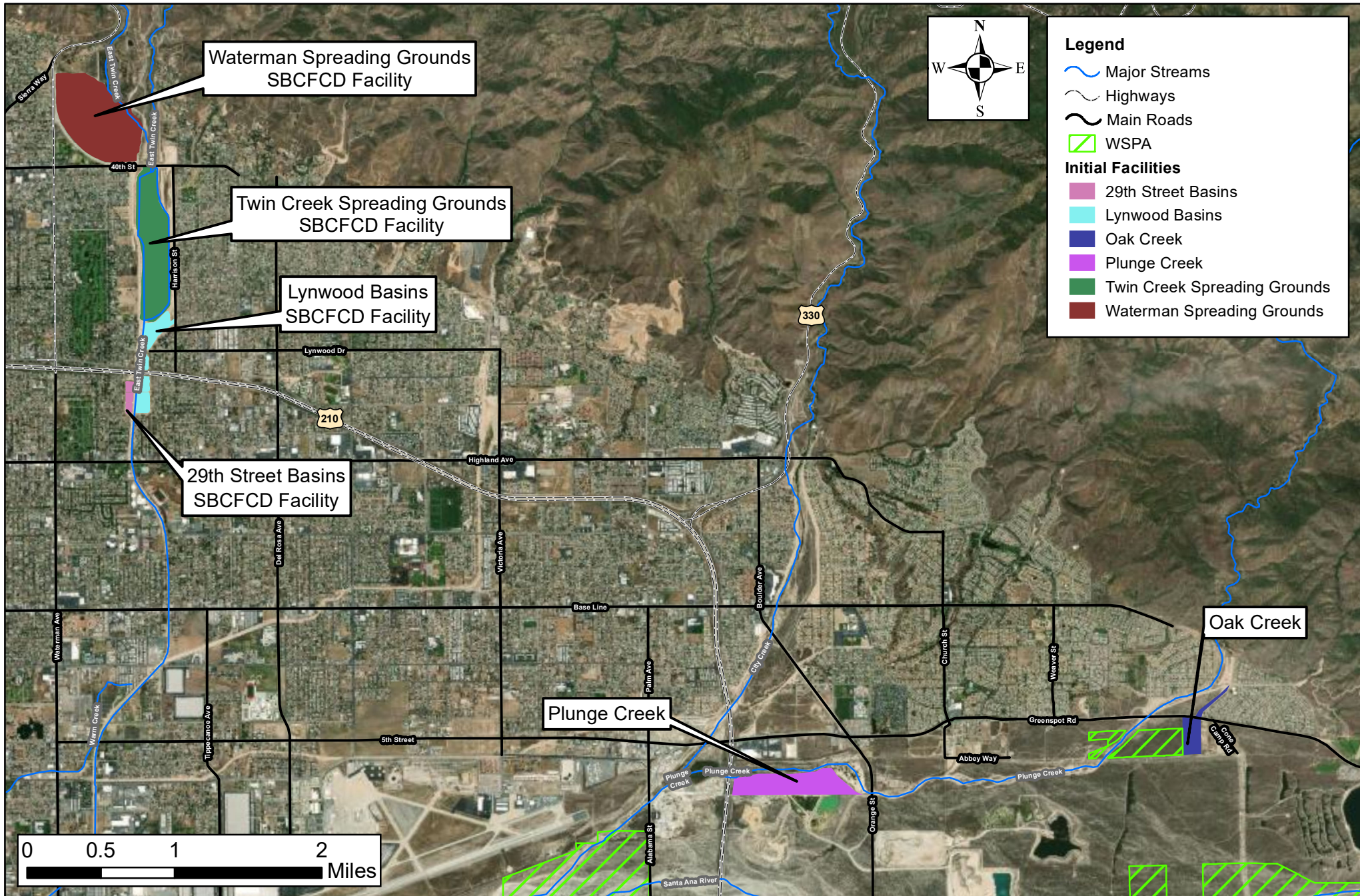
APPROVED AS TO LEGAL FORM:

Michelle D. Blakemore, County Counsel

By: _____
Sophie A. Akins
Deputy County Counsel

Exhibit 1: Initial Facility Study Area Planning MOU SBCFCD and SBVWCD

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVWCD, CASIL, SBVMWD
GIS Contact: Katelyn Scholte
M:\Active Recharge\SBCFCD MOU Maps
November 4, 2020





San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 1754

To: Board of Directors

From: Daniel Cozad, General Manager

Date: December 9, 2020

Subject: Association of San Bernardino County Special Districts Board Nomination of Melody McDonald

RECOMMENDATION

Staff recommends that the Board reappoint Vice President McDonald to the Association of San Bernardino County Special Districts Board.

BACKGROUND

Staff received notice from Vice President McDonald that her seat on the Board of the ASBCSD is up for reelection and requested Board approval from reappointment. ASBCSD meets on a monthly basis and costs for her to remain on the Board have been included in the 2020-2021 budget.

FISCAL IMPACT

Cost for one director to participate are included in the approved budget.

POTENTIAL MOTIONS

1. Move to approve Vice President McDonald's reappointment to the Association of San Bernardino County Special Districts Board and direct staff to prepare required documents for submittal if needed.
2. Take no action.

BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

General Manager's Report

From November 13th, 2020 to December 4th, 2020
Daniel B. Cozad



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

The District continues to operate in Phase 3 COVID 19 response level. New CalOSHA Standards for COVID are likely to change the requirements for working in the office. We will continue to do our best to keep all District activities moving forward. San Bernardino County cases and transmission rates are the highest in California, except for Los Angeles County. Further restrictions may be instituted. We hope that once vaccinations are available, we will be able to add office staffing days based on County and State Health officer guidance. Safeguarding the health and safety of our staff is the primary driving factor.

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

- 1. Water Conservation – Plan Goal 1** – Storms in late October have increased streamflow throughout the system. SOD continues to flow around 5 CFS at the Parshall Flume, with the remaining flow going to direct use. Mill Creek has actually received more recharge flow that it sees in the Santa Ana River. This flow at about 15-17 CFS has water in basins one-four. Some photos are shown below. Mill Creek Recharge is just over 600 AF for the new water year. The Santa Ana River recharge totals are about 485 AF since October. Total recharge for the year is approximately 1100 AF if flows continue.



- 2. Facility Maintenance and Cleanout – Plan Goal 1** – Cleaning and reed removal is ongoing in the Cuttle Wier area to prepare for winter rains and ease debris cleanup from the fires. Staff will be working on a survey of Plunge Creek performance, and any needed changes as the facility withstands additional storms.
- 3. Aggregate Management – Plan Goal 1** – Upland Rock continues to sell sand and rock from District basin cleaning efforts under the Material Processing License.
- 4. Personnel/Administration/Staff** – Staff continues to monitor and implement the District Extreme Flu/COVID19 plan. The District continues to operate in Stage 3. We follow the recommendations of the SBC Public Health officer and State Public Health Officer.

Rotating employees staff a minimal office crew and other staff work from home. Should a stay-at-home order be issued, the office will likely be closed to the public and have limited hours. Implementation of CalOSHA standards for COVID-19 Prevention Plans may require changes to work or working hours/locations.

5. **Finance/Budget/Audit** – Support for the financial reporting to the Board and standard accounting efforts were completed. Budget preparation for the GW enterprise will begin in January.
6. **Mill Creek Diversion Engineering** – *Plan Goals 1/4* – Erwin reports on the engineering and construction projects at meetings when there are updates not included in agenda items. Additional Soils/Geotech information was requested and will be provided as the review continues.
7. **Plunge Creek Conservation Project** – *Plan Goals 1/4* – Habitat monitoring and management are ongoing, and IERCD will begin work soon. November 7 and 8 storms provided the first flows to the new project and resulted in recharge of all of the flow at 5-15 CFS during these storms. Future additional storms in December or January should confirm performance.
8. **Enhanced Recharge Project** – *Plan Goal 1* – The Enhanced Recharge Phase 1A is completed. Engineering design is nearing completion for the new basins scheduled for construction in 2021 or 2022. State and Waters permitting are needed to proceed. Staff have attended meetings and provided input on the design changes and revisions SBVMWD staff consultants. Staff will schedule an Operations Committee to allow the review of design documents when they are ready. BLM solicitor and District Counsel identified the need for an amendment to the Agreement to ensure that Valley Municipal/Western does not need a Right of Way from BLM. The Board approved the Draft Amendment, and Valley Municipal and Western Municipal are review and seeking approval of the Agreement. There also may be an amendment to facilitate recharge of recycled water from Sterling Natural Resources Center.
9. **Active Recharge Transfer Project Partnership** – *Plan Goals 1, 2, and 4* – The Committee met on October 8th, 2020. Staff prepared a report for the meeting and distribution to the partners, which was provided to the Board at its October 14th meeting. The Board has approved the purchase and sale agreement supporting the Plunge Creek Quarry Recharge Basin. We expect Robertson's to approve the Agreement shortly. Staff developed and released a Request for Qualifications for the ARTP efforts. The ARTP Policy Committee next meets on January 12th, 2021.
10. **Edison Divestiture to Water Users** – *Plan Goals 1/4* – The Committee has held no meetings since August but continues to coordinate.
11. **Shop Facilities for Field Staff** – *Plan Goals - 1* – Staff prepared a scope of work for architectural services at the Operations Committee's direction. Staff initiated a Needs and Planning memo for field staff facilities as requested by the Operations Committee. Staff will complete the needs memo and continue after Committee approval. Staff will present the evaluation of facilities and locations to the Operations Committee in January.

- 12. Groundwater Council – Plan Goal 1** – The Groundwater Council last met on October 12th, 2020. This Budget Committee recommended an EAM and Budget for planning and consideration. The Budget Committee also began efforts to encourage membership from "Other Production," and the GC is documenting some changes they recommend. Valley Municipal and District staff met with the City Manager and staff on November 9th and expect consideration of the Agreement in the near future. The next meeting of the GC is on December 14th.
- 13. Wash Plan – Plan Goal 4** – The Wash Plan has a separate report listed on the agenda. Staff worked with AECOM preliminary permitting. A Task Force meeting was held on December 8th to discuss covered activities needing State/Waters permits. Staff is preparing to submit the CDFW application and pay the application fees; approval is requested on this agenda.
- 14. Santa Ana River Wash Plan Land Exchange Act Implementation – Plan Goal 4** – S.-47 was passed and signed by the President, becoming PL 119-6. Staff, District Counsel, and special legal counsel are working closely with BLM to expedite the exchange. A Chain of Title and environmental review has been prepared; the updated Mineral Potential Report is complete. Appraisal Directorate and District Counsel are working to identify alternatives to move the appraisal forward. An amendment to the Enhanced Recharge agreement is discussed in other sections to provide evident operating easements and right of way without additional Right of Way applications.
- 15. Conservation Trust – Plan Goal 4** – The Conservation Trust Board of Directors met on October 7th, 2020. Staff has met with entities with which a deposit agreement is on file. Most projects continue to move forward slowly. The SBCTA project is progressing, and agreements may be ready for approval in January. The District and Trust have been reimbursed for services and funding for conservation easements and will contribute to the endowment. Blossom Trails is also preparing to receive State and Federal permits and related mitigation and endowment funds as financing is arranged.
- 16. Property/Redlands Plaza** – Staff continues to manage Redlands Plaza and various issues related to tenants and maintenance. All units are now fully leased. The church is working with the City on permitting the changes needed for the CUP. Many tenants are utilizing the Board's payment plan to weather the COVID 19 downturn, which will expire in January.
- 17. Mining** – Mining efforts by CEMEX contractors continue at the Plant Site quarry. District Counsel has provided final revisions to the lease document, and Robertson's and CEMEX paid issuance costs in their agreed shares. Execution copies of the Agreement are being circulated for signature.
- 18. Public Outreach and Legislative – Plan Goal 5** Staff worked with consultants to coordinate the Annual report presented in this meeting. Please click on link to access the latest [Monthly Newsletter](#).
- 19. Community Recharge and Mitigation – Plan Goal 1 and 4** – The 2017 Community Strategic Plan (CSP) included this effort for planning and implementation. The Active Recharge Transfer Projects in the Partnership Agreement are the first efforts under this

goal. Additional recharge options where flows and open space allow recharge will be sought as staff has time.

20. Current Board Action Implementation – Many priority efforts have separate sections of the General Manager's Report, or independent Board requested reports. Staff and District Counsel worked closely on EHL/CBD v. USACOE settlement-related studies. Staff also has several MOUs and agreements in development to support the Wash Plan and its projects. Status of the agreements are show blow or in item

- Amendment to Enhanced Recharge Agreement SBVMWD/WMWD/SBVMWD – Approved awaiting feedback from BLM and approval by WMWD and SBVMWD
- BLM MOU for Wash Plan – pending ROW issues above
- Robertson's Plunge Creek Quarry – Approved awaiting final approval
- CEMEX Lease and Lease memo – Approved execution copies out for signature
- Blossom Trails Conservation Easement/Endowment Agreement - Awaiting feedback

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

- MOU with SBC Flood Control District for Wash Plan Project Implementation in at this meeting
- Conservation Easement/Endowment Agreement SBCFCD Plunge Elder Creek Implementation in January
- MOU with SBC Flood Control District for ARTP Planning for this meeting
- Exchange Plan Amendment – in progress Task Force review and approval in March
- SBCTA - 210 Freeway Conservation/Endowment Agreement – January or February
- BLM Land MOU working with regional manager to complete late 2020 or early 2021
- Groundwater Enterprise Budget and EI Draft in February

22. District Successes

- Fall rains and limited surface water use have provided considerable Mill Creek flow for recharge. Sand Basin one in Mill Creek has returned to Mentone Beach with fall foilage and clear water from the creek, as shown in the photo below.



- I want to express my appreciation to the Board and staff for their flexibility and care to stay clear of the COVID-19 Pandemic and continue the District's mission this year.

San Bernardino Valley Water Conservation District

Monthly Recharge Report

From: 11/1/2020

To: 11/30/2020



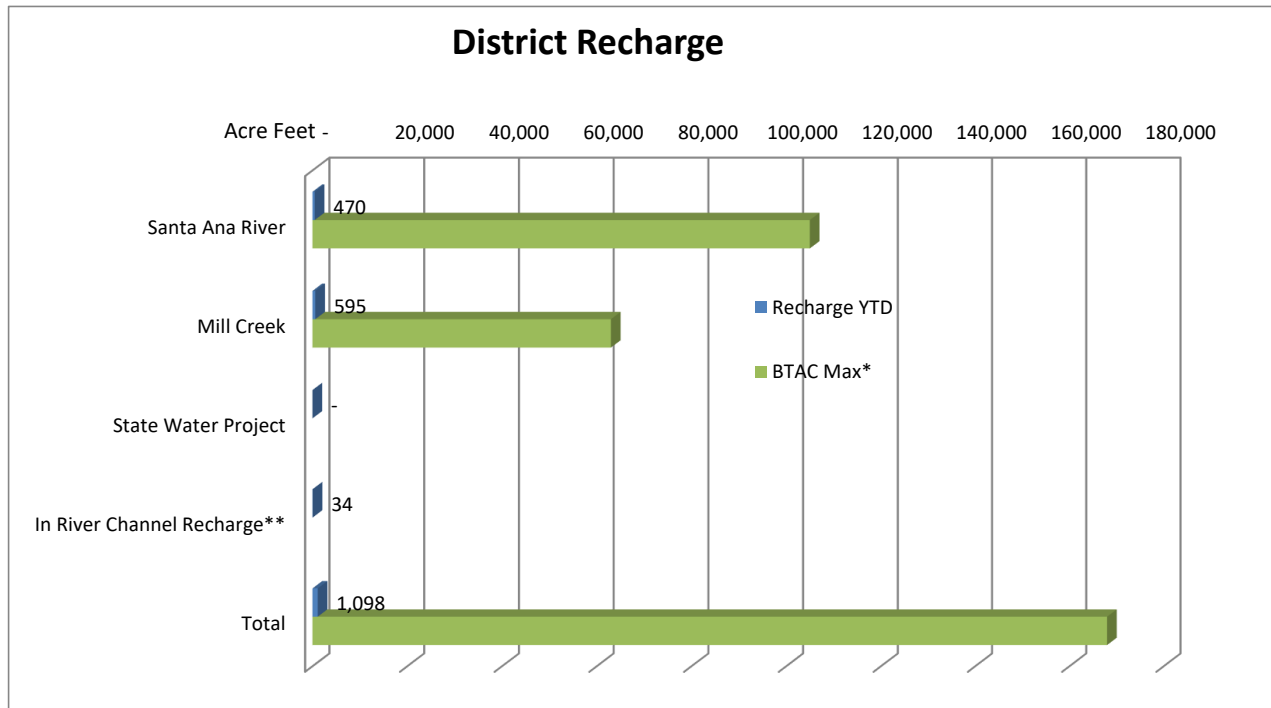
	November				
	Avg Daily Recharge	Monthly Recharge	Recharge YTD	BTAC Max*	% Max
Santa Ana River	8.6	257	470	105,000	0%
Mill Creek	19.4	582	595	63,000	1%
State Water Project	0.0	-	-	NA	NA
In River Channel Recharge**	0.0	-	34	NA	NA
Total	28	839	1,098	168,000	1%

Values in Acre Feet

*BTAC Revised Max in December 2019

**Monitoring began in Mid-April 2011

*** All Values Based on Water Year Oct-Sep 2021





2021 Board Calendar - San Bernardino Valley Water Conservation District

JANUARY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Jan. 13 Board Meeting
Jan. 27 2nd Qtr. Finance & Admin Mtg.

JULY						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Jul. 14 Board Meeting
Jul. 28 4th Qtr. Finance & Admin Mtg.

FEBRUARY						
S	M	T	W	Th	F	S
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28						

Feb. 10 Board Meeting

AUGUST						
S	M	T	W	Th	F	S
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22	23	24	25	26	27	28
29	30	31				

Aug. 12 Board Meeting

MARCH						
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21	22	23	24	25	26	27
28	29	30	31			

Mar. 10 Board Meeting
Engineering Investigation
Report Presentation
Mar. 24 3rd Qtr. Finance & Admin Mtg.

SEPTEMBER						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
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19	20	21	22	23	24	25
26	27	28	29	30		

Sept. 8 Board Meeting

APRIL						
S	M	T	W	Th	F	S
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Apr. 14 Board Meeting
Public Meeting/Groundwater
Charge
Apr. 28 Board Meeting
Public Hearing/Groundwater
Charge

OCTOBER						
S	M	T	W	Th	F	S
					1	2
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24	25	26	27	28	29	30
31						

Oct. 13 Board Meeting

MAY						
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23	24	25	26	27	28	29
30	31					

May 12 Board Meeting

NOVEMBER						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Nov. 10 Board Meeting
Nov. 24 1st Qtr. Finance & Admin Mtg.

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

Jun. 9 Board Meeting

DECEMBER						
S	M	T	W	Th	F	S
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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Dec. 8 Board Meeting
(@ 9:30 a.m.)
Holiday Luncheon