



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

SPECIAL BOARD OF DIRECTORS MEETING AGENDA

Thursday, November 1, 2018 – 1:30 p.m.

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

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

A. COMPENSATION AND CLASSIFICATION STUDY - 20 minutes

(Handout will be made available at meeting)

Presenter: Daniel Cozad, General Manager

Recommendation: Staff and consultants, Koff & Associates recommend review of agency listing and process and request feedback from the Board.

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:
T. Milford Harrison

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Daniel B. Cozad

- B. MEMORANDUM OF UNDERSTANDING , STEPS 4 LIFE COMMUNITY SERVICES
COMPENSATION AND CLASSIFICATION STUDY - 20 minutes.....3
Presenter: Daniel Cozad, General Manager and Cynthia McGuigan
Recommendation: Staff and District Counsel recommend the Board consider approval of the Memorandum of Understanding and Lease Agreement with Steps 4 Life.

4. **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 Section 54956.8; Owner: SP Deerfield LLC for property located on Greenspot Road in Highland, Negotiator: Daniel Cozad and Owner: 7W Enterprises for property located at 1500 Crafton Ave in Redlands, APN 0168237109, 016837106 and 016838103 Negotiator: Daniel Cozad. Owner: SBVMWD for land located within Section 12 of San Bernardino Baseline, Highland, APN 01681106, 029705102, 029701107, 029707113, 029707108, 029707103, 029707116, 029707110, 029705106, 029707102, 029705105, and 029705101 Negotiator: Daniel Cozad.
5. **ADJOURN MEETING.** The next regularly scheduled Board of Directors Meeting will be on November 14, 2018 at 1:30 p.m., at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA.

MEMORANDUM OF UNDERSTANDING AND LEASE AGREEMENT

This Memorandum of Understanding and Lease Agreement for the provision of transitional housing support services (“Agreement”) is made and entered into this 14th day of November, 2018 (“Effective Date”), by and between the San Bernardino Valley Water Conservation District, a California water conservation district duly formed and existing under California Water Code section 74000 *et seq.* (“District”) and Steps 4 Life Community Services, a 501(c)(3) nonprofit organization (“Lessee”). District and Lessee are sometimes individually referred to herein as a “Party” and, together, as the “Parties.”

RECITALS

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

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

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

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

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

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

G. WHEREAS, in exchange for District’s provision of transitional housing, Lessee will aid District in developing a more comprehensive plan for addressing homelessness, and will provide training for District Staff and District Directors who work with the homeless population;

H. WHEREAS, District and Lessee desire to enter into this Agreement to provide for District to lease to Lessee, and Lessee to lease from District, the Premises for Lessee’s implementation of a transitional housing program for homeless individuals, on the terms and conditions set forth herein.

COVENANTS

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

1. Agreement of Premises. District hereby leases to Lessee, and Lessee hereby leases from District, the Premises, for the Term and upon the terms and conditions set forth in this Agreement.

2. Term. Subject to the possibility of earlier termination as provided for herein, the term of this Agreement (“Term”) shall commence on the Effective Date of this Agreement and shall continue for a period thereafter of one (1) year, unless this Agreement is terminated earlier, as provided for herein. Following the initial one (1) year term, District in its sole discretion, has the option to renew the term of this Agreement annually for up to three (3) additional successive one (1) year terms, subject to the same rights and responsibilities set forth in this Agreement.

3. Rent. Lessee shall pay to District as rent for the Premises for the Term the sum of One Hundred Dollars (\$100.00) per year (“Rent”), which shall be payable in full on the Effective Date of the Agreement, and on the effective date of each subsequent one (1) year term, if such option is exercised by District pursuant to Section 2 of this Agreement. Lessee shall be solely responsible for the payment of all utilities, and any and all general maintenance upkeep on buildings, other improvements, and landscaping as may be necessary or appropriate on the Premises during the Term of the Agreement.

4. Use of Premises and Operation of Program.

4.1 Permitted Use. Lessee shall use the Premises to provide managed transitional housing to Lessee’s clients (“Clients”). Lessee will provide education on life skills, budgeting, and other societal goals to each individual Client of Lessee, to help each Client transition into the community and become self-sufficient (the “Program”).

4.2 Maximum Occupancy. The number of individuals (including Clients, Lessee personnel, and any other individual) residing at the Premises shall not exceed Eight (8) at any given time during the Term of the Agreement.

4.3 Screening. Lessee shall have the sole responsibility of screening each Client before that Client enrolls in the Program at the Premises, in order to ensure that each Client poses no danger to their own health and safety, or to the health and safety of any other Client living on the Premises. Lessee shall also screen each Client to ensure that Client poses no health and safety risk to neighboring residents of the Premises, nor any danger of damage to or destruction of the Premises.

4.4 Expulsion from Program. Lessee shall immediately expel from the Program, and evict and remove from the Premises, any Client who does any of the following:

a) Fails to completely abstain from taking, selling, or possessing drugs and/or alcohol;

- b) Refuses, resists, or does not agree to random drug testing to be conducted by Lessee;
- c) Threatens violence;
- d) Fails to comply with any applicable federal, state or local law or regulation; or
- e) Fails to comply with any agreement executed by the Client with respect to the Program or the Premises.

4.5 Supervision. Lessee shall provide and conduct reasonable supervision of all Clients on the Premises at all times during the Term of the Agreement, including by the provision of Personnel-In-Residence, as defined and described in Section 4.6 below.

4.6 Personnel-In-Residence. Lessee shall ensure that at least one (1) of Lessee's qualified employees resides on the Premises throughout the Term of the Agreement ("Personnel-In-Residence"), in order to supervise and aid Clients. Lessee shall ensure that the Personnel-In-Residence is fully qualified, licensed, competent, and experienced, and authorized and permitted under applicable law to administer the Program at the Premises.

4.7 Safety. Lessee shall be solely responsible at all times for monitoring the conduct and ensuring the safety of all Clients, Lessee employees, or any guests or invitees of Lessee or the Clients on the Premises. Lessee shall correct all safety deficiencies and violations of safety practices to District in writing immediately, as well as providing any required notice to local law enforcement authorities, and shall cooperate fully with District in the investigation of accidents occurring on the Premises.

4.8 Quiet Enjoyment. Lessee shall be solely responsible at all times for ensuring (1) the operation of the Program; and (2) the conduct and behavior of Clients and Lessee's personnel does not disturb, impact, or in any way impair the quiet enjoyment of the neighbors and neighboring properties of the Premises, nor the health, safety, and general welfare of the neighbors and the neighborhood. In the event any claim is made regarding or relating to any such disturbances, the indemnity provisions of Section 12 shall apply.

4.9 Drug Free Covenant. Lessee shall maintain a drug-free environment on the Premises. If Lessee or any Client is convicted or pleads guilty or nolo contendere to a charge of unlawfully distributing, dispensing, possessing, or using controlled substances on the Premises, including marijuana or marijuana products, then District shall have the right to terminate this Agreement.

4.10 Lessee Responsible for Costs of Program. Lessee shall be responsible for all costs related in any way to the Services, and shall provide at its sole cost and expense all equipment, supplies, materials, and instruction necessary for the effective conduct of the Program.

5. Staff Support. Because Lessee also provides training and work experience for Clients, Lessee and District Staff will work to identify tasks and efforts that Clients might be

trained to do in support of the District's mission and needs, on either a volunteer or for-pay basis. Lessee and District will cooperate on training or other education needed to permit Clients to assist safely and productively in support of the District's mission and needs. Lessee and District will confer to assist District to determine if, when and how much payment might be appropriate for any such services rendered by Clients.

6. Training Program. Lessee will aid District in developing its ongoing comprehensive plan for addressing homelessness, and in order to elevate the experience, expertise, and effectiveness of the District's interface with homeless individuals, will provide training to District Staff and District Directors on the following topics related to homelessness (this list is not intended to be exclusive):

a) Education about the factors that lead to homelessness or its perpetuation;

b) Homeless outreach and assistance, including the best ways to approach and engage individuals who appear to be homeless and in need of help, while still ensuring District staff safety;

c) The proper methods of identifying and removing abandoned property in compliance with applicable legal requirements, with sensitivity to the importance such property may have to its owners, and with minimal threats to health and safety;

d) Steps within the homelessness plan that District Staff and Directors can take in order to assist individuals in moving into temporary or permanent housing.

7. Compliance with Laws and Other Restrictions.

7.1 Compliance with Laws. Lessee shall, at its sole cost and expense, comply with all federal, state and local statutes, laws, rules, regulations and ordinances applicable to the Premises and Lessee's use, operation and occupancy of the Premises, and all conditions, easements, or restrictions now or hereafter encumbering the Premises, and shall cause the Program and its Services to be operated in compliance with such requirements and restrictions. Lessee shall not conduct or permit to be conducted on the Premises any public or private nuisance, or commit or permit to be committed any waste upon the Premises or any other act or thing which might or would disturb the quiet enjoyment of any other lessee of District or any occupant of nearby property, or which might or would injure the reputation of the Premises or District. Lessee shall make, at its sole expense, any alteration or improvement to the Premises as is necessary or required to comply with any applicable law and to cause the Premises to comply with any applicable law with respect to Lessee's use, operation, and occupancy of the Premises, including any requirements under the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*) and regulations and guidelines promulgated thereunder, and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the date of this Agreement, and as they may be subsequently amended from time to time (collectively referred to herein as the "ADA"). Lessee shall be responsible, at its sole cost, to secure all permits, licenses, and other discretionary or ministerial approvals from any local, state, or federal entity with jurisdiction over same, prior to any construction, and shall secure District's

written consent prior to making any such modifications or improvements, which consent shall be at District's sole discretion. All such modifications and improvements shall become the property of District upon the expiration of the term, or earlier termination, of this Agreement. Lessee shall cause all Clients to comply with this Agreement and all District rules and regulations applicable to the use of the Premises. If any amendment to this Agreement is necessary to comply with any laws, the parties shall cooperate reasonably to enter into such amendment(s).

7.2 Covenant Against Discrimination. Lessee covenants for itself, its heirs, executors, assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on account of race, color, creed, religion, sex, marital status, national origin, or ancestry or any other protected class, in the operation of the Program and the performance of this Agreement. Lessee further covenants and agrees to comply with the terms of the ADA.

8. Maintenance and Repairs. Lessee shall, at its sole cost and expense, keep, maintain, and repair the Premises and all structures and improvements, fixtures, equipment, and personal property located thereon, in first class condition, quality, and repair and in accordance with all applicable laws, rules, ordinances, orders, and regulations of governmental agencies with jurisdiction. Lessee shall keep the Premises free from debris, weeds, graffiti, and waste materials and shall maintain the landscaping in a healthy condition.

Lessee shall keep the Premises clean and sanitary at all times. No refuse matter, or any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain thereon, and Lessee shall take all reasonable precautions to prevent any such matter or material from being or accumulating upon the Premises.

Lessee and Clients shall maintain landscaping and irrigation in good order to ensure such landscaping is alive, healthy, trimmed, and free of vermin or vectors, trash, or debris, so as to preserve the safety and viability of plant and property aesthetics, and value. Clients may maintain small garden area in the backyard limited to vegetables, fruits and flowers.

9. Entry and Inspection. District and District's employees and agents shall have the right, upon prior telephonic notice to Lessee's program manager, _____, to enter the Premises upon as little as four (4) hours' notice for the purpose of inspecting the same, and to make any repairs or improvements which District may deem necessary or proper for the preservation of the Premises if Lessee defaults in its obligation to do so hereunder; provided that nothing contained herein shall be construed as obligating District to make any such repairs or improvements. Lessee shall provide to District the phone number of Lessee's program manager, _____, upon the execution of this Agreement. No telephonic notice or other notice shall be required in the event of an emergency as reasonably determined by District.

10. Use of Property for District Operations. District and District's employees and agents reserve the right to enter the Premises and to otherwise use the Premises as needed for the purpose of performing District's duties and responsibilities related to water quality and quantity, including testing for quality assurance.

11. Prohibition Against Assignment. Lessee shall not assign, transfer, alienate, encumber, or otherwise convey any interest in this Agreement, or any right or privilege appurtenant thereto, without the express prior written consent of District which consent may be withheld in District's sole and absolute discretion.

12. Insurance. Prior to the commencement of the Term, Lessee shall obtain and maintain during the term of this Agreement all insurance required below, and shall submit to the District certificates of insurance and appropriate endorsements evidencing that the insurance is in force and effect. Evidence of such insurance shall be provided to District prior to occupying the Premises and commencing the Program. Acceptance of the certificates by District shall not relieve Lessee of any of the insurance requirements contained herein, nor limit Lessee's indemnification obligations.

12.1 Workers' compensation and employer's liability insurance for Lessee's employees, agents, and contractors throughout the terms of this Agreement pursuant to Labor Code Sections 1860 and 3700, and in amounts which satisfy statutory requirements.

12.2 Comprehensive and general liability insurance with a carrier acceptable to District in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury. Such insurance shall not be cancelled unless thirty (30) days prior written notice is provided to District.

12.3 Except with respect to the required workers' compensation and employer's liability insurance, District shall be named as an additional insured on all policies and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by District.

13. Indemnity by Lessee. Lessee shall indemnify, defend, and hold the District and its board members, officers, employees, agents and assigns harmless from and against any and all actions, suits, claims, demands, judgments, reasonable attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities that may be asserted or claimed by any person or entity arising out of the operation of the Program, Lessee's activities under this Agreement or the use of the Premises by Lessee, or Lessee's officers, employees, agents and assigns, or Lessee's breach of its obligations under this Program, except to the extent such matters are caused by the willful misconduct of an employee of the District acting in his or her official capacity. Notwithstanding the foregoing, District retains the right to refuse Lessee's proffered defense of any action or proceeding brought against District and to select and direct independent legal counsel, and Lessee shall nevertheless pay all of District's reasonable attorneys' fees and costs of litigation incurred in connection therewith. Payment shall not be a condition precedent to recovery under any indemnification in this Agreement, and a finding of liability or an obligation to indemnify shall not be a condition precedent to the duty to defend. The provisions of this Section and any other indemnity provision herein Agreement shall survive the termination or expiration of this Agreement.

14. Termination. District shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to Lessee. If Agreement is terminated by

the District as provided herein, Steps 4 Life will be paid for the entire month for which a client stayed a portion of that month at the facility. District shall have no liability for any claims or damages resulting to Lessee as a result of any exercise by District of its right to terminate this Agreement.

15. End of Term.

15.1 Surrender of Premises. At the expiration or termination of this Agreement, Lessee shall surrender the Premises to District in good order, condition and repair, as solely determined by the District, and shall remove all of Lessee's and Clients' personal property from the Premises. All other improvements constructed or placed upon the Premises by Lessee shall be the property of District and shall remain on the Premises at the end of the Term of this Agreement unless District delivers notice to Lessee to remove the improvements, in which case the removal shall be at Lessee's sole cost and expense and Lessee shall repair any damage to the Premises occasioned by the removal.

16. Defaults and Remedies.

16.1 Defaults. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Lessee: (a) the failure by Lessee to make payment when due payable hereunder within five (5) days of the date due; (b) the vacating or abandonment of the Premises by Lessee; and (c) the failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Agreement to be observed or performed by Lessee.

16.2 District's Remedies. Upon occurrence of any event of default, District shall have the following rights and remedies in addition to those allowed by law or in equity, any one or more of which may be exercised or not exercised without precluding District from exercising any other remedy provided in this Agreement or otherwise allowed by law or in equity:

(a) Termination of Agreement. District may terminate this Agreement and Lessee's right to possession of the Premises in the event any default is not fully cured within the cure period, if any, designated for such default.

(b) Cure Default. District may perform such work as it deems necessary to cure said default and charge Lessee for the full cost of labor and materials expended, plus fifteen percent (15%) of said cost for administrative overhead. The District Manager or its designee may exercise this option immediately in the event of a default involving sanitary or safety considerations and shall not be required to wait until the expiration of the cure period; and/or

(c) Continue Agreement in Effect. Notwithstanding District's right to termination of this Agreement pursuant to subparagraph (a), District may, at its option, even though Lessee has breached this Agreement and possibly abandoned the Premises, continue this Agreement in full force and effect and not terminate Lessee's right to possession and enforce all of District's rights and remedies under this Agreement.

17. Miscellaneous.

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

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

With a copy to: Rutan & Tucker, LLP
611 Anton Blvd. Suite 1400
Costa Mesa, CA 92626
Attn: David B Cosgrove
Facsimile: (714) 546-9035
Email: dcosgrove@rutan.com

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

With a copy to:

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

17.2 Nonliability of District Officials and Employees. No member, official, employee, or contractor of District shall be personally liable to Lessee in the event of any default or breach by District or for any amount which may become due to Lessee or on any obligations under this Agreement.

17.3 Litigation Expenses. If either party to this Agreement commences an action against the other party to this Agreement arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, expert witness fees, costs of investigation, and costs of suit from the losing party.

17.4 Relationship of Parties. Nothing in this Agreement shall be construed to form a joint venture, partnership, or similar relationship between District and Lessee.

17.5 Monitoring. Lessee shall cooperate with District and shall make available to District all information, documents, and records reasonably requested by District for the purpose of assuring Lessee's compliance with this Agreement.

17.6 Entire Agreement, Waivers, and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged. A waiver of the breach of the covenants, conditions, or obligations under this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or obligations of this Agreement. Any amendment or modification to this Agreement must be in writing and executed by the appropriate authorities of District and Lessee.

17.7 Applicable Law; Venue. The laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflict of law principles. All legal actions must be instituted and maintained in the Superior Court of the County of San Bernardino, State of California, or in any other appropriate court in that County.

17.8 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement.

17.9 Termination. No termination of this Agreement shall release any party in default and this Agreement shall survive for purposes of allowing a party to enforce its rights and remedies under this Agreement in the event of a default. All indemnification provisions shall survive the termination of this Covenant.

17.10 Authority to Execute. The person(s) executing this Agreement on behalf of the parties hereto warrant that (a) such party is duly organized and existing, (b) they are duly authorized to execute and deliver this Agreement on behalf of said party, and (c) by so executing this Agreement, such party is formally bound to the provisions of this Agreement.

17.11 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on both parties hereto, notwithstanding that both parties are not signatories to the original or the same counterpart.

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

“DISTRICT”

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT, a California
municipal corporation

By: _____
Richard Corneille, Board President

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

David B. Cosgrove, General Counsel

“LESSEE”

By: _____
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM:

Counsel