



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

BOARD OF DIRECTORS MEETING AGENDA

Wednesday, May 15, 2024 – 1:30 p.m.

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

Anyone wishing to listen to or participate in the meeting can join via Zoom:

Call in (669) 900-6833, Meeting ID: 846 8609 6002

To join the Zoom Meeting on <https://us02web.zoom.us/j/84686096002>

While the District makes every attempt to follow all guidance re COVID-19 safety protocols, the District cannot assure in-person attendees that they will not be exposed to COVID-19 or persons who have been so exposed, and attendees are advised to exercise caution in limiting their own incidences of exposure, particularly those who may be in groups at higher risk of infection, or serious symptoms of COVID-19 if infected.

Note: Copies of staff reports and other documents relating to the items on this agenda are on file at the District office and are available for public review during normal District business hours. New information 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 a participant at this meeting you will need special assistance, the District will attempt to accommodate you in every reasonable manner. Please contact Athena Laroche at (909) 793-2503 at least 48 hours prior to the meeting to inform her of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. PUBLIC PARTICIPATION

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

2. ADDITIONS/DELETIONS TO AGENDA

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

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BOARD OF DIRECTORS

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

3. **GUEST RECOGNITION/SELF INTRODUCTIONS**

4. **CONSENT CALENDAR**

- A. Approval of Board Minutes, April 24, 2024.....6
- B. Approval of Budget Workshop Minutes, April 24, 202410
- C. Approval of Expenditure Report, April 202414
- D. Report of Excused Absences
 - o Director Longville, April 24, 2024 Board Meeting and Budget Workshop

5. **COMMITTEE REPORTS /ACTION ITEMS**

Committee Reports

- A. FINANCE & ADMINISTRATION COMMITTEE VERBAL UPDATE - 5 minutes
Presenter: John Longville, Finance & Administration Committee Chair
Recommendation: The Operations Committee will provide a verbal update of the meeting held on April 16.
- B. OPERATIONS COMMITTEE VERBAL UPDATE - 5 minutes
Presenter: Richard Corneille, Operations Committee Chair
Recommendation: The Operations Committee will provide a verbal update of the meeting held on April 17.
- C. AD HOC GM EVALUATION COMMITTEE VERBAL UPDATE - 5 minutes
Presenter: Richard Corneille, Ad Hoc GM Evaluation Committee Chair
Recommendation: The Ad Hoc GM Evaluation Committee will provide a verbal update of the meeting held on April 30.

Action Items

- D. UNAUDITED FINANCIAL REPORTS FOR APRIL 2024 – 5 Minutes (M#2021)26
Presenter: Angie Quiroga/Betsy Miller
Recommendation: Review and approve the Unaudited Financial Reports for April 2024.
- E. THIRD QUARTER UANUDITED FINANCIALS FOR FY24 – 5 Minutes (M#2022).....33
Presenter: Finance & Administration Committee Chair/Angie Quiroga/Betsy Miller
Recommendation: The Finance & Administration Committee recommends the Board approve the Third Quarter Unaudited Financial Reports for FY24 as presented.
- F. SETTLEMENT AGREEMENT IN ENHANCED HABITATS LEAGUE LITIGATION – 5 Minutes (M#2023)40
Presenter: David Cosgrove
Recommendation: Approve the Settlement Agreement negotiated through mediation in the suit Endangered Habitats League, et al. v. U.S. Army Corps of Engineers, et al., Case No. 2:16-CV-09178-MWF-E, and authorize the Board President to sign it on behalf of the District.

- G. CONTRACT WITH THE COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH FOR VECTOR CONTROL SERVICES – 5 minutes (M#2024)72
Presenter: Betsy Miller
Recommendation: Approve a five-year Contract with County of San Bernardino Department of Public Health for vector control services in an amount not to exceed \$266,370.
- H. AMENDMENT TO AGREEMENT FOR CONSULTING ENGINEERING SERVICES WITH E-PUR LLC – 5 Minutes (M#2025)81
Presenter: Betsy Miller
Recommendation: Authorize the Amendment to Agreement for Consulting Engineering Services with E-PUR LLC to support the PERC and other District engineering needs in an amount not to exceed \$118,646.
- I. AWARD OF CONTRACT SERVICES FOR SANTA ANA SPREADING BASIN MAINTENANCE – 5 Minutes (M#2026)85
Presenter: Betsy Miller
Recommendation: Authorize the General Manager to enter into a contract services agreement with Larry Jacinto Construction for spreading basin maintenance for a not to exceed amount of \$320,603.75; amend the FY24 budget to increase GL 5050 Basin Maintenance by \$320,603.75 from the Groundwater Recharge Enterprise Reserve; and find the project to be exempt from CEQA review under title 14 CCR section 15301, relating to maintenance of existing facilities; and direct staff to file a Notice of Exemption accordingly.
- J. MENTONE SHOP IMPROVEMENTS CONSTRUCTION BUDGET AND CONTRACT AMENDMENT – 5 Minutes (M#2027)99
Presenter: Betsy Miller
Recommendation: 1.Approve an amendment to CS-NK Construction contract from \$313,373.40 to \$480,966.21; 2. Amend a contingency fund, not included in the agreement, to \$43,816 for the construction phase for verified quantity overruns based on unit prices; 3.Authorize the General Manager to approve the expenditure of the contract and contingency funds, if needed, and order any necessary changes or additions in work performed under the contract with CS-NK Construction. 4.Authorize the General Manager to spend up to \$98,000 to obtain permits; additional property fencing, general cabinetry, and shelving, fuel, and pesticide storage; and perform field testing; and 5.Accept the quote from CS-NK Construction Services in the amount of \$34,740 for septic tank installation and permitting at the Mentone shop.
- K. U. S. BUREAU OF RECLAMATION WATERSMART PLANNING AND PROJECT DESIGN GRANT APPLICATION AND MATCHING FUNDS – 5 Minutes (M#2028)105
Presenter: Betsy Miller
Recommendation: Adopt Resolution No. 623 and authorize the use of budgeted costs for appropriate tasks as matching funds for the U.S. Bureau of Reclamation WaterSmart Planning and Project Design Grant, up to a total of \$359,322 in FY24, FY25, and FY26.
- L. DISTRICT ENTERPRISE BUDGET APPROVAL FOR FISCAL YEAR 2024-2025 – 15 Minutes (M#2029)109
Presenter: Finance & Administration Committee/Betsy Miller
Recommendation: The Finance & Administration Committee recommends the Board approve the FY25 District Enterprise Budget as presented with incorporated changes from the Budget Workshop held on April 24, 2024, and adopt Resolution No. 624 to authorize a prior period adjustment for the

Upper Santa Ana River Wash Habitat Conservation Plan to remove certain administrative expenses from those costs reimbursed to the District through issuance or other reimbursable costs and assign those costs to the District.

6. INFORMATION ITEMS:

- A. Environmental Update – 5 Minutes123
- B. Engineering Update126
- C. General Manager’s Report and Monthly Recharge Report – 5 Minutes129
- D. Future Agenda Items & Staff Tasks

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

- A. Board Member Travel Request.....141

8. UPCOMING MEETINGS:

- A. May 20, 2024 Association of San Bernardino County Special District Dinner hosted by Hesperia Recreation and Park District & SiteloIQ, 6:00 pm at Percy Bakker Community Center in Hesperia
(*Topic: The Science of Well-Being in Government Spaces*)
- B. May 21, 2024 Operations Committee, 9:00 a.m. at Conservation District
(*Zoom Meeting ID: 869 3816 1542*)
- C. May 27, 2024 Office Closed in Observance of Memorial Day
- D. June 4, 2024 PERC Policy Committee, 10:00 a.m. at Conservation District
(*Zoom Meeting ID: 874 6107 0953*)
- E. June 5, 2024 Basin Technical Advisory Committee, 1:30 p.m. at Valley Municipal
- F. June 12, 2024 Board of Directors Meeting, 1:30 p.m. at Conservation District
(*Zoom Meeting ID: 846 8609 6002*)
- G. June 17-20, 2024 Toward Sustainable Groundwater in Agriculture: Linking Science & Policy, hosted by Water Education Foundation in Burlingame, CA
(***Board Approval Required***)
- H. July 10, 2024 Board of Directors Meeting, 1:30 p.m. at Conservation District
(*Zoom Meeting ID: 846 8609 6002*)

- I. July 16, 2024 Big Bear Watermaster Committee, 11:00 a.m. at Big Bear Municipal Water District
(Zoom Meeting ID: 839 9548 4124)
- J. July 17, 2024 San Bernardino Valley Conservation Trust Quarterly Meeting, 2:00 p.m. at Conservation District
(Zoom Meeting ID: 841 9759 4280)
- K. July 24, 2024 Finance & Administration Committee, 1:30 p.m. at Conservation District
(Zoom Meeting ID: 886 6464 5742)
- L. October 3-4, 2024 H2O Women Conference, Santa Barbara, CA
(Board Approval Required)

9. **CLOSED SESSION**

1. The Board may meet in Closed Session under Government Code section 54956.8, to discuss the terms and conditions of the potential acquisition of Federal properties as part of the Wash Plan land exchange with BLM, consisting of 327.5 acres of the Federal Exchange Parcel, and 90 acres of the Federal Equalization Parcels, in exchange for District property of Assessor Parcel Nos. 0291-151-01, -02, and-05. David Cosgrove and Betsy Miller are the District's negotiators, and Dara Glass is the lead negotiator for BLM.

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: Betsy Miller and David Cosgrove Owner: Southern California Edison Negotiators Allison, Bahen, Property Manager and Steven Powell, Vice President.

3. The Board may meet in closed session under authority of Government Code Sections 54956.9(d)(2) and (e) (2), exposure to potential litigation, relating to high groundwater conditions and their potential impact on CemexMaterials Pacific, LLC mining areas.

4. The Board may convene in closed Session under authority of Government Code section 54957 (b) to consider the report of the ad hoc committee for the General Manager performance review, and to conduct the annual performance evaluation of the General Manager.

10. **ADJOURN MEETING.** The next regularly scheduled Board of Directors Meeting will be on June 12, 2024 at 1:30 p.m., at District Headquarters, 1630 W. Redlands Blvd., Redlands, CA and via Zoom/teleconference.

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BOARD OF DIRECTORS MEETING

MINUTES OF APRIL 24, 2024
1:30 p.m.

President McDonald called the Board of Directors meeting to order at 1:30 p.m. by in-person, teleconference, and Zoom meeting. All those in attendance stood for the pledge of allegiance led by President McDonald.

ROLL CALL:

BOARD MEMBERS PRESENT:

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

BOARD MEMBERS ABSENT:

John Longville, Director

STAFF PRESENT:

Betsy Miller, General Manager
David Cosgrove, District Counsel
Angie Quiroga, Senior Administrative Analyst
Laura Torres, Assistant Engineer
Athena Laroche, Administrative Specialist

GUESTS PRESENT:

David E. Smith, East Valley Water District

1. PUBLIC PARTICIPATION

President McDonald announced that any persons 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 no additions and deletions to the posted agenda.

3. GUEST RECOGNITIONS/SELF INTRODUCTIONS

Ms. Miller introduced staff present and President McDonald introduced guests present via Zoom and in-person. Board members made self-introductions.

2. PUBLIC HEARING RELATED TO THE ADOPTION OF THE GROUNDWATER CHARGE

Mr. Cosgrove introduced this item for discussion and reviewed the groundwater rate-setting process. He stated that notice of the Public Meeting held on April 10 as well as today's Public Hearing were published in the Redlands Daily Facts and the San Bernardino Sun. He noted that the draft Engineering Investigation (EI Report) report was presented to the Board on February 14, the final EI Report was approved by the Board on March 13, and offered to presentation the EI Report again today at the request of the Board or member of the public.

President McDonald opened the Groundwater Public Hearing, noting that there were no requests for the EI presentation. Mr. Cosgrove repeated the Board's solicitation for public comments during the public hearing. Hearing none, staff requested Board feedback on proposed Resolution No. 622. The recommended Groundwater Charge increase will raise the current rate by \$0.85 from \$16.95 to \$17.80 per acre-foot for all groundwater production. Staff has not received any oral or written comments on the groundwater rate or the removal of the sustainability component. There being no public comment, President McDonald closed the Groundwater Public Hearing.

Director Corneille asked for the amount of groundwater enterprise reserves and groundwater rate stabilization reserves that are being used to supplement the groundwater charge increase of 5%. Ms. Miller referenced package page 6, stating that staff recommends use of \$185,000 from the groundwater recharge enterprise reserve in the FY25 budget to conduct significant maintenance following a record recharge year.

It was moved by Director Corneille and seconded by Director Raley to approve Resolution No. 422 as presented. The motion carried 4-0, with all Board members present voting in the affirmative. Director Longville was absent from the vote.

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

3. CONSENT CALENDAR

It was moved by Director Corneille and seconded by Director Raley to approve the Consent Calendar: Item A: Board Minutes, April 10, 2024, with minor revisions. The motion carried 4-0, with all Board members present voting in the affirmative. Director Longville was absent from the vote.

**President McDonald: Yes
Vice President Stewart: Yes**

Director Corneille: Yes
Director Longville: Absent
Director Raley: Yes

4. INFORMATION ITEMS

A. FUTURE AGENDA ITEMS AND STAFF TASKS

Vice President Stewart discussed a press release or other outreach efforts to notify the public of the change in groundwater charge and the elimination of the sustainability charge.

5. UPCOMING MEETINGS

There were none discussed.

6. CLOSED SESSION

It was moved by Director Corneille and a second by Vice President Stewart to adjourn to Closed Session. The motion carried 4-0, with all Directors present voting in the affirmative. Director Longville was absent from the vote.

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

General Counsel announced that the meeting would adjourn to a closed session to discuss Items 1 and 4 on the posted agenda.

At 2:45 p.m., the meeting reconvened into an open session. Mr. Cosgrove noted that under Government Code Section 54956.8, the Board authorized District Counsel and the General Manager to enter into a lease with the tenant of Suite G & H. Once finalized, the terms and conditions of the lease will be made available upon request by any person. There was no other reportable action during the closed session.

7. ADJOURN MEETING

It was moved by Director Corneille and seconded by Vice President Stewart to adjourn. The motion carried 4-0, with all Directors present voting in the affirmative. Director Longville was noted absent from the vote.

President McDonald: Yes
Vice President Stewart: Yes
Director Corneille: Yes

Director Longville: Absent
Director Raley: Yes

At 2:46 p.m. the meeting adjourned to the Board meeting scheduled for 1:30 p.m. on May 15, 2024, in-person, teleconference, and Zoom meeting.

Betsy Miller
General Manager

SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT
BUDGET WORKSHOP

MINUTES OF April 24, 2024
2:50 P.M.

President McDonald called the Budget Workshop to order at 2:50 p.m.

BOARD MEMBERS PRESENT:

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

BOARD MEMBERS ABSENT:

John Longville, Director

STAFF PRESENT:

Betsy Miller, General Manager
David Cosgrove, District Counsel
Angie Quiroga, Senior Administrative Analyst
Laura Torres, Assistant Engineer
Athena Laroche, Administrative Specialist

GUESTS PRESENT:

None

1. PUBLIC PARTICIPATION

There were no public comments.

2. ADDITIONS/DELETIONS TO AGENDA

There were no additions or deletions to the posted agenda.

3. DISCUSSION ITEMS

A. DISTRICT AND ENTERPRISE BUDGET FOR FISCAL YEAR 2024-2025

Ms. Miller introduced this item for discussion. She said that the Operations and Finance & Administration Committees had reviewed elements of the budget. The Board memo on package pages 3 to 4 outlines significant changes to the FY25 budget.

Ms. Miller reviewed the draft District and Enterprise Budget for FY25 included on package pages 3 and 4. Review of the budget continued as follows:

- GL 4015 and 4016 Interest Income – Ms. Miller indicated that income has been budgeted in the Groundwater Recharge Enterprise based on interest earned from Groundwater Recharge Enterprise reserves per Board request. Vice President Stewart asked about the status of interest income. Ms. Miller said that significant District reserves have been invested as higher interest rates became available, noting that new investments will be made as approximately one quarter of invested District reserves come due in 2024.
- GL 4022 Groundwater Charge – Ms. Miller noted that this item has been adjusted for cessation of the Groundwater Council.
- GL 4024 Groundwater Council Revenue, 4024-2 Groundwater Council Passthrough and 4026 Groundwater Sustainability/Replenishment – These GLs are shown as zero on the version presented to the Board today and will ultimately be removed from the final budget due to the cessation of the Groundwater Council.
- GL 4025 Wash Plan Revenue – Ms. Miller stated that the proposed budget reflects 4% interest earned on the current endowment balance, which does not yet include payments from all Wash Plan Participating Entities. In previous years, the budget was based upon receipt of the full endowment within the fiscal year.
- GL 4040 Miscellaneous Income and 4043 Project Salary Reimbursement – Ms. Miller said that these GLs include funds to be received from the WaterSmart Applied Science Grant awarded to the District. Director Corneille asked which District staff are assigned to work related to this grant. Ms. Miller stated that \$54,000 has been allocated to GL 5120 Miscellaneous Professional Services for the GeoScience groundwater modeling contract, and GL 4043 includes is reimbursement for Ms. Quiroga and Ms. Miller’s time.
- GL 4032 CEMEX Royalty/Lease – Ms. Miller indicated that the District will continue to budget for the Minimum Annual Guarantee.
- GL 4065 Redlands Plaza – The proposed budget includes District occupancy of an additional suite, and assumes that the remaining units are leased. The additional suite will serve as an office for District Counsel and other staff.
- GL 5050 Basin Cleaning – The proposed budget includes the use of \$185,000 of reserve funds to complete this work, which is scheduled to coincide with limitations in recharge capacity to support the Enhanced Recharge Project construction.
- GL 5120 Miscellaneous Professional Services – The proposed budget includes grant reimbursement of \$54,000 for a portion of the groundwater modeling contract. Approximately \$82,000 is from the D.R. Horton trespass funds. Ms. Miller indicated that this includes the final year of IERCD work required as mitigation for the Plunge Creek Conservation Project.
- GL 5123 Wash Plan Implementation – Based on 4% interest earned from the current value of Wash Plan endowment.
- GL 6060 Outreach – The proposed budget includes \$60,000 for PR and the remaining costs for two projects funded in FY24.
- GL 6093 Memberships – This item was discussed at the Finance & Administration Committee meeting on April 16. The proposed budget includes costs for new memberships for the Southern California Water Coalition and the California Groundwater Coalition (CGC). The CGC is focused on groundwater and provides opportunities for the District to connect with other groundwater agencies and to share the results of our work outside of our region. Vice President Stewart noted that he requested the list of memberships discussed at the Finance & Administration Committee be brought to the

Board for final review and approval, and expressed his concern over the demand for staff, which correlates with new memberships. He suggested including contingency costs for other memberships not listed. Ms. Miller said that the memberships we have increase the span of the District by providing trainings and legislative information and require limited staff time.

- GL 6230 Regular Salaries – Following the retirement of the PERC Engineer, the proposed budget includes a full-time Senior Engineer/Project Manager. Ms. Miller discussed the possible need for additional Field Operations Specialist(s) for operation of the Enhanced Recharge basins in future fiscal years.
- GL 7110 Property – Capital Repairs – The proposed budget includes costs to expand the District office into an additional suite in Redlands Plaza, which is estimated at \$70,000.
- GL 7120 Property – Land Purchase – The proposed budget includes costs for the Land Exchange with BLM, which were approved in the current fiscal year budget.
- GL 5080 LAFCO Contributions/Fees – Ms. Quiroga noted that updated information on costs was received which will increase this GL by approximately \$500.

Ms. Miller discussed the loan recall from the Trust for Wash Plan issuance costs. She thanked Ms. Quiroga for her detailed tracking of these items. She also discussed the costs for Brownstein Hyatt for the Land Exchange, noting that these expenses were not presented to and approved by the Wash Plan Task Force. Due to this, staff recommends a prior period adjustment to allocate these to the Land Resource Enterprise, which will reduce the liability that the Trust owes the District. The Board spoke in support of the prior period adjustment.

The Board reviewed the Capital Projects and needs, existing facilities capital repair and improvement projects (CIP) on package page 10. Review of the CIP budget for FY25 continued as follows:

- Item 1 Mill Creek Diversion Improvement – The construction of this project is complete. The remaining costs are for multi-year permit requirements.
- Item 3c Canyon House Demolition and Replacement – Ms. Miller indicated that we will review demolition and/or replacement options for the Canyon House and Shop when we review potential options for the Lockheed buildings. Director Raley spoke in support of the demolition of the house if it is not useable.

District reserves were provided as a handout. The major changes in this fiscal year to-date are related to the funds used for the Mill Creek Diversion Project and the Mentone Shop. There was a significant increase to the Land Resources Enterprise reserves associated with the funds received from the Trust. Ms. Quiroga reviewed the Groundwater Sustainability Charge Reserve, stating that the budget for this year is \$131,930 for FY25. She noted that the Redlands Plaza Reserve would decrease in the amount of \$5,600. The Land Resource Enterprise Reserve is estimated to be \$2.1 million, primarily from the Trust reimbursement; this reserve has previously been negative due to the purchase of the 7W Property. Ms. Miller noted that the proposed FY25 budget includes the use of \$185,000 from the Groundwater Enterprise Reserve. Director Corneille suggested that staff review the target reserve amounts. Ms. Miller said that staff will bring a review of the reserve amounts and Reserve Policy to the Finance & Administration Committee.

4. ADJOURN MEETING

It was moved by President McDonald and seconded by Vice President Stewart to adjourn. The motion carried 4-0, with all Directors present voting in the affirmative. Director Longville was noted absent from the vote.

President McDonald: Yes

Vice President Stewart: Yes

Director Longville: Yes

Director Raley: Yes

Director Corneille: Absent

At 4:18 p.m., the meeting adjourned.

Betsy Miller, General Manager

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
Online Pymt	04/11/2024	Vox Civic Communicati...	1012 · Citizens Busine...		-4,200.00
	03/28/2024		6060 · Outreach	4-General Fund Ent.	1,260.00
			6060 · Outreach	1-Groundwater Ent.	840.00
			6060 · Outreach	3-Land Resources	1,260.00
			6060 · Outreach	5-Wash Plan	294.00
			6060 · Outreach	6-Active Recharge ...	546.00
TOTAL					4,200.00
PC 04.03.24	04/03/2024	Paychex	1012 · Citizens Busine...		-156.83
			6042 · Payroll Processing	4-General Fund Ent.	156.83
TOTAL					156.83
PC 04.17.24	04/17/2024	Paychex	1012 · Citizens Busine...		-140.06
			6042 · Payroll Processing	4-General Fund Ent.	140.06
TOTAL					140.06
ACH0272	04/04/2024	Melody McDonald	1012 · Citizens Busine...		-928.11
			6410 · Mileage	4-General Fund Ent.	58.96
			6425 · Meals	4-General Fund Ent.	61.19
			6415 · Air Fare	4-General Fund Ent.	738.96
			6420 · Other Travel	4-General Fund Ent.	69.00
TOTAL					928.11
ACH0273	04/18/2024	Melody McDonald	1012 · Citizens Busine...		-945.62
			6410 · Mileage	4-General Fund Ent.	48.24
			6425 · Meals	4-General Fund Ent.	92.78
			6415 · Air Fare	4-General Fund Ent.	738.96
			6420 · Other Travel	4-General Fund Ent.	65.64
TOTAL					945.62
ACH0274	04/25/2024	John Longville	1012 · Citizens Busine...		-328.98
			6410 · Mileage	4-General Fund Ent.	114.23
			6410 · Mileage	4-General Fund Ent.	29.75
			6425 · Meals	4-General Fund Ent.	185.00
TOTAL					328.98
ACH0275	04/30/2024	Melody McDonald	1012 · Citizens Busine...		-14.07
			6410 · Mileage	4-General Fund Ent.	14.07
TOTAL					14.07

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
24868	04/09/2024	ACWA JPIA - Workers ...	1012 · Citizens Busine...		-5,214.45
	04/05/2024		6120 · Workers' Comp. ...	4-General Fund Ent.	677.88
			6120 · Workers' Comp. ...	1-Groundwater Ent.	2,346.50
			6120 · Workers' Comp. ...	2-Redlands Plaza/...	208.58
			6120 · Workers' Comp. ...	3-Land Resources	521.45
			6120 · Workers' Comp. ...	5-Wash Plan	365.01
			6120 · Workers' Comp. ...	6-Active Recharge ...	1,095.03
TOTAL					5,214.45
24869	04/09/2024	ACWA/JPIA-Health	1012 · Citizens Busine...		-24,171.60
	04/02/2024		6110 · Vision Insurance	4-General Fund Ent.	39.99
			6110 · Vision Insurance	1-Groundwater Ent.	138.41
			6110 · Vision Insurance	2-Redlands Plaza/...	12.30
			6110 · Vision Insurance	3-Land Resources	30.76
			6110 · Vision Insurance	5-Wash Plan	21.53
			6110 · Vision Insurance	6-Active Recharge ...	64.59
			6130 · Dental Insurance	4-General Fund Ent.	133.92
			6130 · Dental Insurance	1-Groundwater Ent.	463.57
			6130 · Dental Insurance	2-Redlands Plaza/...	41.21
			6130 · Dental Insurance	3-Land Resources	103.02
			6130 · Dental Insurance	5-Wash Plan	72.11
			6130 · Dental Insurance	6-Active Recharge ...	216.33
			6150 · Medical Insurance	4-General Fund Ent.	2,968.40
			6150 · Medical Insurance	1-Groundwater Ent.	10,275.24
			6150 · Medical Insurance	2-Redlands Plaza/...	913.35
			6150 · Medical Insurance	3-Land Resources	2,283.39
			6150 · Medical Insurance	5-Wash Plan	1,598.37
			6150 · Medical Insurance	6-Active Recharge ...	4,795.11
TOTAL					24,171.60
24870	04/09/2024	American Express	1012 · Citizens Busine...		-443.10
	03/24/2024		6525 · Meals	4-General Fund Ent.	32.80
			6525 · Meals	1-Groundwater Ent.	25.51
			6525 · Meals	3-Land Resources	14.58
			6002 · Website Adminis...	4-General Fund Ent.	365.00
			6001 · General Adminis...	4-General Fund Ent.	2.61
			6001 · General Adminis...	1-Groundwater Ent.	2.60
TOTAL					443.10
24871	04/09/2024	American Ground Wate...	1012 · Citizens Busine...		-270.00
	03/19/2024		6435 · Conf/Seminar R...	4-General Fund Ent.	270.00
TOTAL					270.00
24872	04/09/2024	American Power Security	1012 · Citizens Busine...		-732.00
	03/31/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	732.00
TOTAL					732.00

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
24873	04/09/2024	Assoc. San Bernardino...	1012 · Citizens Busine...		-225.00
	04/01/2024		6425 · Meals	4-General Fund Ent.	180.00
			6525 · Meals	4-General Fund Ent.	20.25
			6525 · Meals	1-Groundwater Ent.	15.75
			6525 · Meals	3-Land Resources	9.00
TOTAL					225.00
24874	04/09/2024	Bickerman Dispute Re...	1012 · Citizens Busine...		-3,588.22
	01/09/2024		5180 · Legal	3-Land Resources	1,050.21
	04/08/2024		5180 · Legal	3-Land Resources	2,538.01
TOTAL					3,588.22
24875	04/09/2024	Burgeson's Heating & ...	1012 · Citizens Busine...		-1,360.00
	03/20/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	1,360.00
TOTAL					1,360.00
24876	04/09/2024	California Dept of Fish ...	1012 · Citizens Busine...		-739.50
	04/08/2024		7151 · Mill Creek Permi...	1-Groundwater Ent.	739.50
TOTAL					739.50
24877	04/09/2024	City of Redlands -Muni...	1012 · Citizens Busine...		-2,439.29
	03/28/2024		5215 · Property Mainte...	1-Groundwater Ent.	130.30
			5215 · Property Mainte...	3-Land Resources	32.57
	04/04/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	2,276.42
TOTAL					2,439.29
24878	04/09/2024	Corneille, Richard	1012 · Citizens Busine...		-73.70
	04/04/2024		6410 · Mileage	4-General Fund Ent.	73.70
TOTAL					73.70
24879	04/09/2024	CPS HR Consulting	1012 · Citizens Busine...		-8,696.25
	03/27/2024		5120 · Misc. Profession...	4-General Fund Ent.	281.25
	04/03/2024		5120 · Misc. Profession...	4-General Fund Ent.	8,415.00
TOTAL					8,696.25
24880	04/09/2024	CS-NK Construction S...	1012 · Citizens Busine...		-28,317.97
	04/02/2024		7140 · Mentone Propert...	1-Groundwater Ent.	25,285.15
	04/04/2024		7140 · Mentone Propert...	1-Groundwater Ent.	3,032.82
TOTAL					28,317.97

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
24881	04/09/2024	Daily Journal Corporati...	1012 · Citizens Busine...		-1,511.10
	04/01/2024		6091 · Public Notices	4-General Fund Ent.	302.22
			6091 · Public Notices	1-Groundwater Ent.	1,208.88
TOTAL					1,511.10
24882	04/09/2024	David Cosgrove	1012 · Citizens Busine...		-753.21
	04/02/2024		6001 · General Adminis...	4-General Fund Ent.	363.88
			6001 · General Adminis...	1-Groundwater Ent.	363.87
			6510 · Mileage	4-General Fund Ent.	10.18
			6510 · Mileage	1-Groundwater Ent.	6.36
			6510 · Mileage	3-Land Resources	2.55
			6510 · Mileage	6-Active Recharge ...	6.37
TOTAL					753.21
24883	04/09/2024	Day Lite Maintenance, I...	1012 · Citizens Busine...		-34.89
	03/15/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	34.89
TOTAL					34.89
24884	04/09/2024	Diamond Environment...	1012 · Citizens Busine...		-100.48
	03/25/2024		5460 · Water / Trash / ...	4-General Fund Ent.	45.22
			5460 · Water / Trash / ...	1-Groundwater Ent.	35.17
			5460 · Water / Trash / ...	3-Land Resources	10.05
			5460 · Water / Trash / ...	6-Active Recharge ...	10.04
TOTAL					100.48
24885	04/09/2024	DUDEK	1012 · Citizens Busine...		-4,581.35
	03/27/2024		5123 · Habitat Manage...	5-Wash Plan	4,581.35
TOTAL					4,581.35
24886	04/09/2024	Echelon Chem, Inc.	1012 · Citizens Busine...		-2,230.07
	03/28/2024		5215 · Property Mainte...	1-Groundwater Ent.	1,784.06
			5215 · Property Mainte...	3-Land Resources	446.01
TOTAL					2,230.07
24887	04/09/2024	Edison - 6256 (Redland...	1012 · Citizens Busine...		-209.48
	04/01/2024		6026 · Redlands Plaza ...	2-Redlands Plaza/...	209.48
TOTAL					209.48
24888	04/09/2024	Edison - 9779	1012 · Citizens Busine...		-281.94
	04/01/2024		5420 · Electricity	4-General Fund Ent.	78.95
			5420 · Electricity	1-Groundwater Ent.	56.39
			5420 · Electricity	2-Redlands Plaza/...	118.41
			5420 · Electricity	6-Active Recharge ...	28.19
TOTAL					281.94

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
24889	04/09/2024	Empire Disposal	1012 · Citizens Busine...		-216.33
	03/31/2024		5460 · Water / Trash / ...	4-General Fund Ent.	97.35
			5460 · Water / Trash / ...	1-Groundwater Ent.	75.72
			5460 · Water / Trash / ...	3-Land Resources	21.63
			5460 · Water / Trash / ...	6-Active Recharge ...	21.63
TOTAL					216.33
24890	04/09/2024	FMB Truck Outfitters	1012 · Citizens Busine...		-4,985.74
	04/03/2024		7230 · Field Equipment ...	1-Groundwater Ent.	4,985.74
TOTAL					4,985.74
24891	04/09/2024	Frontier-4860	1012 · Citizens Busine...		-572.11
	03/28/2024		5440 · Telephone	4-General Fund Ent.	250.88
			5440 · Telephone	1-Groundwater Ent.	104.54
			5440 · Telephone	6-Active Recharge ...	62.72
			5470 · Internet Services	4-General Fund Ent.	69.28
			5470 · Internet Services	1-Groundwater Ent.	38.49
			5470 · Internet Services	2-Redlands Plaza/...	7.70
			5470 · Internet Services	3-Land Resources	23.10
			5470 · Internet Services	6-Active Recharge ...	15.40
TOTAL					572.11
24892	04/09/2024	Frontier-7275	1012 · Citizens Busine...		-179.75
	03/19/2024		5440 · Telephone	4-General Fund Ent.	42.46
			5440 · Telephone	1-Groundwater Ent.	17.69
			5440 · Telephone	6-Active Recharge ...	10.62
			5470 · Internet Services	4-General Fund Ent.	49.03
			5470 · Internet Services	1-Groundwater Ent.	27.25
			5470 · Internet Services	2-Redlands Plaza/...	5.45
			5470 · Internet Services	3-Land Resources	16.35
			5470 · Internet Services	6-Active Recharge ...	10.90
TOTAL					179.75
24893	04/09/2024	G3 Quality, Inc.	1012 · Citizens Busine...		-1,253.00
	03/31/2024		7140 · Mentone Propert...	1-Groundwater Ent.	1,253.00
TOTAL					1,253.00
24894	04/09/2024	Home Depot Credit Ser...	1012 · Citizens Busine...		-319.82
	03/28/2024		5210 · Equipment Maint...	1-Groundwater Ent.	276.38
			5215 · Property Mainte...	1-Groundwater Ent.	34.75
			5215 · Property Mainte...	3-Land Resources	8.69
TOTAL					319.82

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
24895	04/09/2024	Horizon Water	1012 · Citizens Busine...		-18.50
	03/19/2024		5460 · Water / Trash / ...	4-General Fund Ent.	8.32
			5460 · Water / Trash / ...	1-Groundwater Ent.	6.48
			5460 · Water / Trash / ...	3-Land Resources	1.85
			5460 · Water / Trash / ...	6-Active Recharge ...	1.85
TOTAL					18.50
24896	04/09/2024	Katelyn Scholte	1012 · Citizens Busine...		-82.68
	04/02/2024		6510 · Mileage	4-General Fund Ent.	33.07
			6510 · Mileage	1-Groundwater Ent.	20.67
			6510 · Mileage	3-Land Resources	8.27
			6510 · Mileage	6-Active Recharge ...	20.67
TOTAL					82.68
24897	04/09/2024	Minds Illustrated	1012 · Citizens Busine...		-1,980.00
	03/03/2024		6060 · Outreach	5-Wash Plan	1,440.00
			5120 · Misc. Profession...	4-General Fund Ent.	540.00
TOTAL					1,980.00
24898	04/09/2024	PCtronics	1012 · Citizens Busine...		-3,777.68
	03/31/2024		5160 · IT Support	4-General Fund Ent.	750.00
			5160 · IT Support	1-Groundwater Ent.	1,125.00
			5160 · IT Support	3-Land Resources	250.00
			5160 · IT Support	5-Wash Plan	125.00
			5160 · IT Support	6-Active Recharge ...	250.00
	03/31/2024		6027 · Computer Softw...	4-General Fund Ent.	113.61
			6027 · Computer Softw...	1-Groundwater Ent.	29.90
			6027 · Computer Softw...	2-Redlands Plaza/...	44.83
			6027 · Computer Softw...	3-Land Resources	44.83
			6027 · Computer Softw...	5-Wash Plan	14.95
			6027 · Computer Softw...	6-Active Recharge ...	50.82
	04/08/2024		6030 · Office Supplies	4-General Fund Ent.	244.69
			6030 · Office Supplies	1-Groundwater Ent.	195.75
			6030 · Office Supplies	2-Redlands Plaza/...	97.87
			6030 · Office Supplies	3-Land Resources	97.87
			6030 · Office Supplies	5-Wash Plan	146.81
			6030 · Office Supplies	6-Active Recharge ...	195.75
TOTAL					3,777.68
24899	04/09/2024	Q3 Consulting, Inc.	1012 · Citizens Busine...		-3,274.00
	03/20/2024		7126 · PERC Engr/Prof...	6-Active Recharge ...	3,274.00
TOTAL					3,274.00

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
24900	04/09/2024	Quill Corporation	1012 · Citizens Busine...		-116.84
	03/18/2024		6030 · Office Supplies	4-General Fund Ent.	24.17
			6030 · Office Supplies	1-Groundwater Ent.	19.34
			6030 · Office Supplies	2-Redlands Plaza/...	9.67
			6030 · Office Supplies	3-Land Resources	9.67
			6030 · Office Supplies	5-Wash Plan	14.50
			6030 · Office Supplies	6-Active Recharge ...	19.34
			6004 · Meeting Expenses	4-General Fund Ent.	10.08
			6004 · Meeting Expenses	1-Groundwater Ent.	10.07
TOTAL					116.84
24901	04/09/2024	San Bernardino Area C...	1012 · Citizens Busine...		-250.00
	03/20/2024		6093 · Memberships	4-General Fund Ent.	250.00
TOTAL					250.00
24902	04/09/2024	Securitas Technology ...	1012 · Citizens Busine...		-8,422.49
	03/19/2024		7240 · Office Equipment	4-General Fund Ent.	2,105.62
			7240 · Office Equipment	2-Redlands Plaza/...	6,316.87
TOTAL					8,422.49
24903	04/09/2024	Strategy Driver Inc	1012 · Citizens Busine...		-8,005.00
	03/09/2024		6060 · Outreach	4-General Fund Ent.	1,080.00
			6060 · Outreach	1-Groundwater Ent.	720.00
			6060 · Outreach	3-Land Resources	1,080.00
			6060 · Outreach	5-Wash Plan	252.00
			6060 · Outreach	6-Active Recharge ...	468.00
	04/02/2024		6060 · Outreach	4-General Fund Ent.	1,321.50
			6060 · Outreach	1-Groundwater Ent.	881.00
			6060 · Outreach	3-Land Resources	1,321.50
			6060 · Outreach	5-Wash Plan	308.35
			6060 · Outreach	6-Active Recharge ...	572.65
TOTAL					8,005.00
24904	04/09/2024	Tetra Tech	1012 · Citizens Busine...		-49,773.51
	03/27/2024		7126 · PERC Engr/Prof...	6-Active Recharge ...	49,773.51
TOTAL					49,773.51
24905	04/09/2024	The Readmond Compa...	1012 · Citizens Busine...		-1,200.00
	04/01/2024		6060 · Outreach	4-General Fund Ent.	360.00
			6060 · Outreach	1-Groundwater Ent.	240.00
			6060 · Outreach	3-Land Resources	360.00
			6060 · Outreach	5-Wash Plan	84.00
			6060 · Outreach	6-Active Recharge ...	156.00
TOTAL					1,200.00
24906	04/09/2024	U.S. Geological Survey	1012 · Citizens Busine...		-43,989.18
	04/02/2024		5123 · Habitat Manage...	5-Wash Plan	43,989.18
TOTAL					43,989.18

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
24907	04/09/2024	Unlimited Services	1012 · Citizens Busine...		-800.00
	04/01/2024		6018 · Janitorial Services	4-General Fund Ent.	800.00
TOTAL					800.00
24908	04/09/2024	Visual Edge IT, Inc.	1012 · Citizens Busine...		-196.37
	03/22/2024		6033 · Office Equipmen...	4-General Fund Ent.	147.27
			6033 · Office Equipmen...	1-Groundwater Ent.	9.82
			6033 · Office Equipmen...	2-Redlands Plaza/...	29.46
			6033 · Office Equipmen...	3-Land Resources	9.82
TOTAL					196.37
24909	04/09/2024	WEX Bank-Shell	1012 · Citizens Busine...		-1,708.93
	04/06/2024		5320 · Fuel	1-Groundwater Ent.	1,708.93
TOTAL					1,708.93
24910	04/09/2024	Xerox Financial Services	1012 · Citizens Busine...		-674.88
	04/03/2024		6033 · Office Equipmen...	4-General Fund Ent.	506.16
			6033 · Office Equipmen...	1-Groundwater Ent.	33.74
			6033 · Office Equipmen...	2-Redlands Plaza/...	101.24
			6033 · Office Equipmen...	3-Land Resources	33.74
TOTAL					674.88
24911	04/17/2024	Yeager's Diesel & Auto,...	1012 · Citizens Busine...		-7,009.52
	04/12/2024		7230 · Field Equipment ...	1-Groundwater Ent.	7,009.52
TOTAL					7,009.52
24912	04/23/2024	Intertelligence	1012 · Citizens Busine...		-6,875.00
	04/01/2024		5120 · Misc. Profession...	4-General Fund Ent.	5,995.00
	04/01/2024		5120 · Misc. Profession...	4-General Fund Ent.	880.00
TOTAL					6,875.00
24913	04/23/2024	AECOM Technical Serv...	1012 · Citizens Busine...		0.00
TOTAL					0.00
24914	04/23/2024	CASC Engineering and...	1012 · Citizens Busine...		0.00
TOTAL					0.00

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
24915	04/23/2024	Citizens Business Bank	1012 · Citizens Busine...		-11,441.90
	04/11/2024		5210 · Equipment Maint...	1-Groundwater Ent.	360.63
			5215 · Property Mainte...	1-Groundwater Ent.	1,105.46
			5215 · Property Mainte...	3-Land Resources	276.36
			5310 · Vehicle Mainten...	1-Groundwater Ent.	577.50
			6001 · General Adminis...	4-General Fund Ent.	87.38
			6001 · General Adminis...	1-Groundwater Ent.	87.37
			6004 · Meeting Expenses	4-General Fund Ent.	21.57
			6027 · Computer Softw...	4-General Fund Ent.	204.69
			6027 · Computer Softw...	1-Groundwater Ent.	53.87
			6027 · Computer Softw...	2-Redlands Plaza/...	80.80
			6027 · Computer Softw...	3-Land Resources	80.80
			6027 · Computer Softw...	5-Wash Plan	91.57
			6027 · Computer Softw...	6-Active Recharge ...	26.93
			6030 · Office Supplies	3-Land Resources	310.51
			6039 · Postage and Ov...	4-General Fund Ent.	110.00
			6039 · Postage and Ov...	1-Groundwater Ent.	50.00
			6039 · Postage and Ov...	2-Redlands Plaza/...	20.00
			6039 · Postage and Ov...	3-Land Resources	20.00
			6051 · Uniforms	4-General Fund Ent.	58.99
			6051 · Uniforms	1-Groundwater Ent.	137.64
			6090 · Subscriptions/Pu...	4-General Fund Ent.	16.30
			6093 · Memberships	4-General Fund Ent.	25.00
			6435 · Conf/Seminar R...	4-General Fund Ent.	500.00
			6425 · Meals	4-General Fund Ent.	15.74
			6525 · Meals	4-General Fund Ent.	61.31
			6525 · Meals	1-Groundwater Ent.	47.69
			6525 · Meals	3-Land Resources	27.25
			6535 · Conf/Seminar R...	4-General Fund Ent.	225.00
			6535 · Conf/Seminar R...	1-Groundwater Ent.	175.00
			6535 · Conf/Seminar R...	3-Land Resources	100.00
			7140 · Mentone Propert...	1-Groundwater Ent.	6,464.98
			6004 · Meeting Expenses	3-Land Resources	21.56
TOTAL					11,441.90
24916	04/23/2024	CS-NK Construction S...	1012 · Citizens Busine...		-31,003.83
	04/19/2024		7140 · Mentone Propert...	1-Groundwater Ent.	31,003.83
TOTAL					31,003.83
24917	04/23/2024	DUDEK	1012 · Citizens Busine...		-8,144.55
	04/18/2024		5123 · Habitat Manage...	5-Wash Plan	8,144.55
TOTAL					8,144.55
24918	04/23/2024	E-PUR LLC	1012 · Citizens Busine...		-16,537.70
	04/15/2024		5120 · Misc. Profession...	6-Active Recharge ...	16,537.70
TOTAL					16,537.70
24919	04/23/2024	Edison - 8958	1012 · Citizens Busine...		-203.37
	04/08/2024		5420 · Electricity	4-General Fund Ent.	56.94
			5420 · Electricity	1-Groundwater Ent.	40.67
			5420 · Electricity	2-Redlands Plaza/...	85.42
			5420 · Electricity	6-Active Recharge ...	20.34
TOTAL					203.37

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
24920	04/23/2024	Horizon Water	1012 · Citizens Busine...		-31.00
	04/09/2024		5460 · Water / Trash / ...	4-General Fund Ent.	13.95
			5460 · Water / Trash / ...	1-Groundwater Ent.	10.85
			5460 · Water / Trash / ...	3-Land Resources	3.10
			5460 · Water / Trash / ...	6-Active Recharge ...	3.10
TOTAL					31.00
24921	04/23/2024	Hudson Property Mana...	1012 · Citizens Busine...		-108.50
	04/15/2024		6016 · Redlands Plaza ...	2-Redlands Plaza/...	108.50
TOTAL					108.50
24922	04/23/2024	O'Reilly	1012 · Citizens Busine...		-119.36
	04/08/2024	O'Reilly	2000 · Accounts Payable		-16.05
	04/12/2024		5310 · Vehicle Mainten...	1-Groundwater Ent.	120.28
TOTAL					104.23
24923	04/23/2024	Rebecca Martin	1012 · Citizens Busine...		-79.98
	04/23/2024		6525 · Meals	4-General Fund Ent.	35.99
			6525 · Meals	1-Groundwater Ent.	27.99
			6525 · Meals	3-Land Resources	16.00
TOTAL					79.98
24924	04/23/2024	Redlands Ford-Ken Gr...	1012 · Citizens Busine...		-932.85
	04/16/2024		5310 · Vehicle Mainten...	1-Groundwater Ent.	932.85
TOTAL					932.85
24925	04/23/2024	The Gas Company	1012 · Citizens Busine...		-149.47
	04/12/2024		5450 · Natural Gas	4-General Fund Ent.	74.74
			5450 · Natural Gas	1-Groundwater Ent.	44.84
			5450 · Natural Gas	6-Active Recharge ...	29.89
TOTAL					149.47
24926	04/23/2024	Thompson Reuters	1012 · Citizens Busine...		-529.65
	04/01/2024		5180 · Legal	4-General Fund Ent.	132.41
			5180 · Legal	1-Groundwater Ent.	132.41
			5180 · Legal	3-Land Resources	105.93
			5180 · Legal	6-Active Recharge ...	158.90
TOTAL					529.65
24927	04/23/2024	Citizens Business Bank	1012 · Citizens Busine...		0.00
TOTAL					0.00

San Bernardino Valley Water Conservation District

Expenditure Report

April 2024

Num	Date	Name	Account	Class	Original Amount
24928	04/23/2024	AECOM Technical Serv...	1012 · Citizens Busine...		-8,198.84
	04/03/2024		7151 · Mill Creek Permi...	1-Groundwater Ent.	8,198.84
TOTAL					8,198.84
24929	04/23/2024	CASC Engineering and...	1012 · Citizens Busine...		-3,559.92
	12/31/2023		7150 · Mill Creek Divers...	1-Groundwater Ent...	3,559.92
TOTAL					3,559.92
100353N	04/04/2024	PERS	1012 · Citizens Busine...		-10,763.09
			6170 · PERS Retirement	4-General Fund Ent.	1,399.20
			6170 · PERS Retirement	1-Groundwater Ent.	4,843.39
			6170 · PERS Retirement	2-Redlands Plaza/...	430.52
			6170 · PERS Retirement	3-Land Resources	1,076.31
			6170 · PERS Retirement	5-Wash Plan	753.42
			6170 · PERS Retirement	6-Active Recharge ...	2,260.25
TOTAL					10,763.09
100354N	04/12/2024	PERS	1012 · Citizens Busine...		-10,671.62
			6170 · PERS Retirement	4-General Fund Ent.	1,387.32
			6170 · PERS Retirement	1-Groundwater Ent.	4,802.23
			6170 · PERS Retirement	2-Redlands Plaza/...	426.86
			6170 · PERS Retirement	3-Land Resources	1,067.16
			6170 · PERS Retirement	5-Wash Plan	747.01
			6170 · PERS Retirement	6-Active Recharge ...	2,241.04
TOTAL					10,671.62
100355N	04/17/2024	PERS	1012 · Citizens Busine...		-10,364.31
			6170 · PERS Retirement	4-General Fund Ent.	1,347.36
			6170 · PERS Retirement	1-Groundwater Ent.	4,663.94
			6170 · PERS Retirement	2-Redlands Plaza/...	414.57
			6170 · PERS Retirement	3-Land Resources	1,036.43
			6170 · PERS Retirement	5-Wash Plan	725.50
			6170 · PERS Retirement	6-Active Recharge ...	2,176.51
TOTAL					10,364.31

San Bernardino Valley Water Conservation District
Director Fees Expenditure Payroll Report

April

Pay Date	Name	For Period	Director Fees	Taxes Withheld	Check Amt
4/3/2024	McDonald, M	24-Mar	\$ 810.00	\$ 70.88	\$ 739.12
4/17/2024	Corneille, R	24-Mar	\$ 810.00	\$ 70.88	\$ 739.12
4/17/2024	McDonald, M	24-Apr	\$ 1,620.00	\$ 213.55	\$ 1,406.45



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2021

To: Board of Directors

From: Angie Quiroga, Senior Administrative Analyst
Betsy Miller, General Manager

Date: May 15, 2024

Subject: Unaudited Financial Reports for April 2024

RECOMMENDATION

Review and approve the Unaudited Financial Reports for April 2024.

BACKGROUND AND DISCUSSION

Staff presents the Unaudited Financial Report for the previous month at the subsequent board meeting. The reports presented here include information through April 30, 2024.

DISCUSSION

GL 4025 Wash Plan Revenue increased by \$231,924, which includes the collection of \$160,626 in earned interest from the previously reimbursed Wash Plan issuance costs in the amount of \$1.125 million. GL 4041 Reimbursed Expenses includes \$65,945 from ACWA JPIA for the Suite I insurance claim. GL 5100 Professional Services increased by over \$94,000, primarily for contracted natural resources tasks. GL 5215 Property Maintenance increased approximately \$12,000 for contracted weed abatement services. GL 6320 General Liability Insurance was adjusted -\$7,747 for annual accruals. Additional accounts will be adjusted for accruals as year-end approaches.

FISCAL IMPACT

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

POTENTIAL MOTIONS

1. Move approval of the Unaudited Financial Reports for April 2024 as presented.
2. Move to request this item be tabled and referred to the Finance & Administration Committee to consider specific issues.

ATTACHMENTS

Graph Financials for April 2024
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

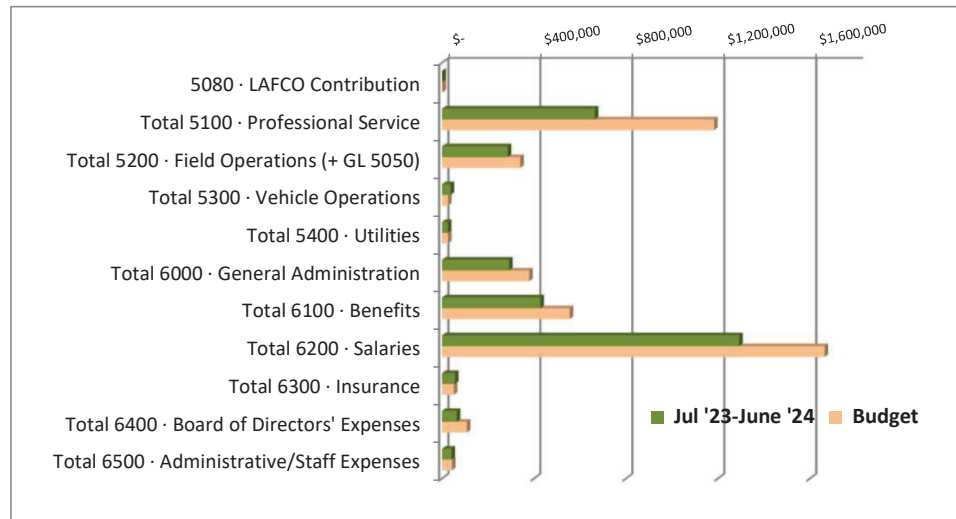
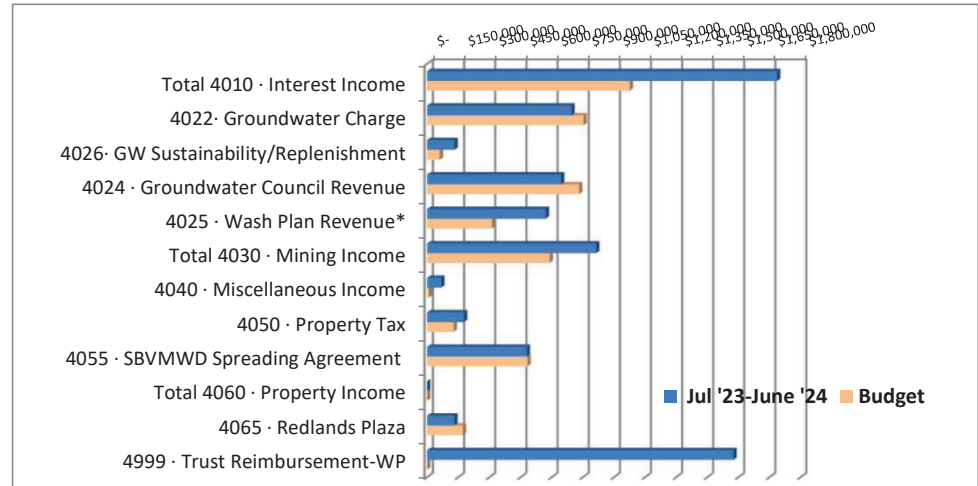
Betsy Miller

SBVWCD - All Enterprises Budget and Actual
April 2024

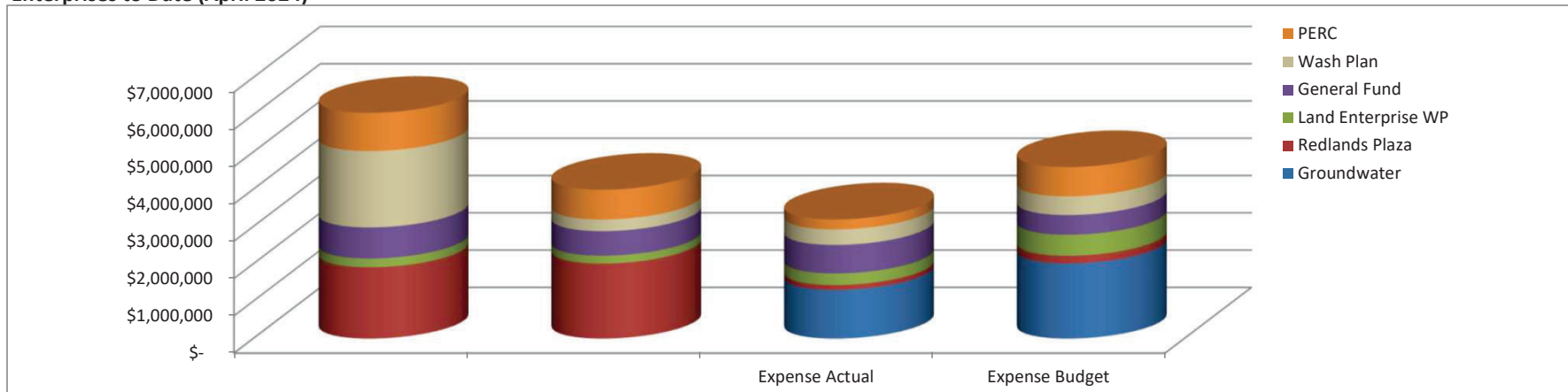
REVENUE	Jul '23-June '24	Budget
Total 4010 · Interest Income	\$ 1,687,060	\$ 975,867
4022 · Groundwater Charge	\$ 694,999	\$ 753,061
4026 · GW Sustainability/Replenishment	\$ 131,930	\$ 61,041
4024 · Groundwater Council Revenue	\$ 645,302	\$ 731,858
4025 · Wash Plan Revenue*	\$ 571,335	\$ 312,042
Total 4030 · Mining Income	\$ 813,993	\$ 590,000
4040 · Miscellaneous Income	\$ 68,070	\$ 8,333
4050 · Property Tax	\$ 177,665	\$ 127,899
4055 · SBVMWD Spreading Agreement	\$ 479,961	\$ 483,214
Total 4060 · Property Income	\$ 100	\$ 100
4065 · Redlands Plaza	\$ 131,311	\$ 171,800
4999 · Trust Reimbursement-WP	\$ 1,476,154	\$ -
Total Revenue	\$ 6,877,882	\$ 4,215,215

*District loans to the WP & State Permitting payments

EXPENSES Operating and Capital	Jul '23-June '24	Budget
5080 · LAFCO Contribution	\$ 2,048	\$ 2,057
Total 5100 · Professional Service	\$ 664,797	\$ 1,183,383
Total 5200 · Field Operations (+ GL 5050)	\$ 285,841	\$ 340,439
Total 5300 · Vehicle Operations	\$ 37,434	\$ 26,207
Total 5400 · Utilities	\$ 25,300	\$ 26,360
Total 6000 · General Administration	\$ 291,875	\$ 379,040
Total 6100 · Benefits	\$ 427,556	\$ 555,451
Total 6200 · Salaries	\$ 1,293,018	\$ 1,664,315
Total 6300 · Insurance	\$ 56,753	\$ 50,915
Total 6400 · Board of Directors' Expenses	\$ 64,316	\$ 108,397
Total 6500 · Administrative/Staff Expenses	\$ 41,171	\$ 43,329
Total Expense	\$ 3,190,111	\$ 4,379,893



Enterprises to Date (April 2024)



Enterprise	Actual	Budget	% of Budget
Groundwater Revenue	\$ 1,912,556	\$ 2,011,728	95%
Groundwater Expense	\$ 1,303,287	\$ 1,827,457	71%
Revenue -Expense	\$ 609,269	\$ 184,270	
Redlands Plaza Revenue	\$ 235,460	\$ 210,751	112%
Redlands Plaza Expense	\$ 133,203	\$ 210,053	63%
Revenue -Expense	\$ 102,257	\$ 698	
Land Enterprise Revenue	\$ 833,217	\$ 659,583	126%
Land Enterprise Expense	\$ 310,021	\$ 562,428	55%
Revenue -Expense	\$ 523,196	\$ 97,156	
General Fund Revenue *	\$ 1,058,174	\$ 675,537	157%
General Fund Expense	\$ 764,876	\$ 528,708	145%
Revenue -Expense	\$ 293,298	\$ 146,829	
Wash Plan Revenue	\$ 2,047,489	\$ 312,042	656%
Wash Plan Expense	\$ 416,508	\$ 501,056	83%
Revenue-Expense	1,630,981	(189,014)	
PERC Revenue	\$ 1,024,383	\$ 795,175	129%
PERC Expense	\$ 266,689	\$ 783,524	34%
Revenue-Expense	\$ 757,694	\$ 11,651	
Total All Revenue - Expense	\$ 3,916,694	\$ 251,590	

Cash Status	As of 7/1/2023	As of 04/30/24
LAIF	\$ -	\$ 1,026.17
Cal Trust	\$ 3,305,798.37	\$ -
Citizens Bank	\$ 814,215.58	\$ 832,707.66
UBS Financial-Gen	\$ 20,878,305.53	\$ 5,558,065.56
UBS Financial-PERC	\$ -	\$ 28,055,859.07
USBank-CAMP Gen	\$ 4,088,747.94	\$ 4,296,784.57
USBank-CAMP PERC	\$ 14,041,513.08	\$ 5,159,512.97
Total Cash	\$ 43,128,580.50	\$ 43,903,956.00
Less Prepaid Royalty	\$ (5,000,000.00)	\$ (5,000,000.00)
Less PERC Obligation	\$ (35,108,303.19)	\$ (35,871,758.57)
Cash Position	\$ 3,020,277.31	\$ 3,032,197.43

Increase (decrease) of \$11,920.12

Percent Increase 0.4%

* General Fund Revenue shown here does not include overhead

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

**3:14 PM
04/30/2024
Accrual Basis**

	Jul '23 - Apr 24	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4010 · Interest Income				
4012 · LAIF	1,026.17	0.00	1,026.17	100.0%
4013 · Caltrust Investment Income	71,315.78	99,039.99	-27,724.21	72.01%
4015 · UBS Interest Income	1,186,419.57	510,000.00	676,419.57	232.63%
4016 · Interest Income CAMP	428,298.94	562,000.00	-133,701.06	76.21%
Total 4010 · Interest Income	1,687,060.46	1,171,039.99	516,020.47	144.07%
4017 · PERC Capital Income	0.00	171,900.00	-171,900.00	0.0%
4020 · Groundwater Charge				
4022 · Groundwater Charge	694,999.46	753,061.42	-58,061.96	92.29%
4024-2 · GW Council Passthrough	176,345.99	200,000.00	-23,654.01	88.17%
4024 · Groundwater Council Revenue	645,302.01	731,858.00	-86,555.99	88.17%
4026 · GW Sustainability/Replenishment	131,930.00	61,040.75	70,889.25	216.13%
Total 4020 · Groundwater Charge	1,648,577.46	1,745,960.17	-97,382.71	94.42%
4025 · Wash Plan Revenue	571,335.12	374,450.00	196,885.12	152.58%
4030 · Mining Income				
4031 · Plant Site - CEMEX	32,000.00	48,000.00	-16,000.00	66.67%
4032 · Cemex - Royalty / Lease	732,647.11	600,000.00	132,647.11	122.11%
4036 · Aggregate Maintenance	49,346.36	60,000.00	-10,653.64	82.24%
Total 4030 · Mining Income	813,993.47	708,000.00	105,993.47	114.97%
4040 · Miscellaneous Income				
4041 · Reimbursed Expenses	65,730.69	0.00	65,730.69	100.0%
4040 · Miscellaneous Income - Other	2,339.50	10,000.00	-7,660.50	23.4%
Total 4040 · Miscellaneous Income	68,070.19	10,000.00	58,070.19	680.7%
4043 · Project Salary Reimbursement	19,223.60	15,000.00	4,223.60	128.16%
4050 · Property Tax	177,665.14	141,479.29	36,185.85	125.58%
4051 · Wash Plan Trails	0.00	66,000.00	-66,000.00	0.0%
4055 · SBVMWD Spreading Agreement Reim	479,961.36	483,213.76	-3,252.40	99.33%
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	131,310.84	206,160.35	-74,849.51	63.69%
4066 · Redlands Plaza CAM	37,827.31	46,621.41	-8,794.10	81.14%
4999 · Trust Reimbursement-Wash Plan	1,476,153.64	225,000.00	1,251,153.64	656.07%
Total Income	7,111,278.59	5,364,924.97	1,746,353.62	132.55%
Gross Profit	7,111,278.59	5,364,924.97	1,746,353.62	132.55%
Expense				
5040 · Regional Programs				
5080 · LAFCO Contribution	2,048.06	2,056.95	-8.89	99.57%
Total 5040 · Regional Programs	2,048.06	2,056.95	-8.89	99.57%
5050 · Basin Cleaning	201,081.38	250,000.00	-48,918.62	80.43%
5100 · Professional Service				
5120 · Misc. Professional Services	169,311.69	539,625.00	-370,313.31	31.38%
5122 · Wash Plan Professional Services	7,560.60	28,000.00	-20,439.40	27.0%
5123 · Habitat Management-WP	231,066.35	329,700.00	-98,633.65	70.08%
5125 · Engineering Services	0.00	35,000.00	-35,000.00	0.0%
5126 · GW Sustainability/Replenishment	0.00	61,040.75	-61,040.75	0.0%
5127 · Project Accounting Services	1,209.16	5,000.00	-3,790.84	24.18%
5128 · GC NonDistrict Facilities Maint	176,345.99	200,000.00	-23,654.01	88.17%
5130 · Aerial Photography & Surveying	0.00	2,425.50	-2,425.50	0.0%
5155 · WP Trails Professional Services	0.00	100,000.00	-100,000.00	0.0%
5160 · IT Support	28,486.19	45,625.00	-17,138.81	62.44%
5170 · Audit	29,800.00	28,500.00	1,300.00	104.56%
5180 · Legal	21,016.77	25,000.00	-3,983.23	84.07%
Total 5100 · Professional Service	664,796.75	1,399,916.25	-735,119.50	47.49%

	Jul '23 - Apr 24	Budget	\$ Over Budget	% of Budget
5133 · Regional River HCP Contribution	0.00	30,000.00	-30,000.00	0.0%
5200 · Field Operations				
5210 · Equipment Maintenance	20,810.47	8,528.40	12,282.07	244.01%
5215 · Property Maintenance	15,717.23	40,000.00	-24,282.77	39.29%
5225 · Field Clean Up-Illegal dumping	48,232.00	60,000.00	-11,768.00	80.39%
Total 5200 · Field Operations	84,759.70	108,528.40	-23,768.70	78.1%
5223 · Temp. Field Labor	4,473.48	10,000.00	-5,526.52	44.74%
5300 · Vehicle Operations				
5310 · Vehicle Maintenance	8,751.58	9,240.00	-488.42	94.71%
5320 · Fuel	28,682.74	21,560.77	7,121.97	133.03%
Total 5300 · Vehicle Operations	37,434.32	30,800.77	6,633.55	121.54%
5400 · Utilities				
5410 · Alarm Service	726.00	1,200.00	-474.00	60.5%
5420 · Electricity	8,012.88	10,815.69	-2,802.81	74.09%
5430 · Mobile Phone	5,600.00	7,150.00	-1,550.00	78.32%
5440 · Telephone	3,286.85	3,000.00	286.85	109.56%
5450 · Natural Gas	811.91	2,730.00	-1,918.09	29.74%
5460 · Water / Trash / Sewer	3,247.51	3,904.10	-656.59	83.18%
5470 · Internet Services	3,615.28	2,832.52	782.76	127.64%
Total 5400 · Utilities	25,300.43	31,632.31	-6,331.88	79.98%
6000 · General Administration				
6001 · General Administration - Other	4,305.18	6,000.00	-1,694.82	71.75%
6002 · Website Administration	3,961.91	6,000.00	-2,038.09	66.03%
6004 · Meeting Expenses	1,770.56	2,200.00	-429.44	80.48%
6006 · Permits	2,767.00	15,000.00	-12,233.00	18.45%
6007 · Inter District Costs	1,500.00	10,000.00	-8,500.00	15.0%
6009 · Licenses	1,911.42	2,000.00	-88.58	95.57%
6010 · Surety Bond	3,025.00	1,900.00	1,125.00	159.21%
6012 · Office Maintenance	10,854.22	10,000.00	854.22	108.54%
6013 · Office Lease Payment	41,666.70	50,000.00	-8,333.30	83.33%
6015 · Mentone House Maintenance	0.00	4,000.00	-4,000.00	0.0%
6016 · Redlands Plaza Maintenance	12,200.70	47,000.00	-34,799.30	25.96%
6018 · Janitorial Services	8,235.00	10,500.00	-2,265.00	78.43%
6019 · Janitorial Supplies	669.35	375.00	294.35	178.49%
6020 · Vacancy Marketing-Redlands Plaz	0.00	5,000.00	-5,000.00	0.0%
6024 · Computer Equip Maint.	1,374.36	3,000.00	-1,625.64	45.81%
6026 · Redlands Plaza CAM expenses	37,146.37	42,861.03	-5,714.66	86.67%
6027 · Computer Software	9,481.44	23,250.00	-13,768.56	40.78%
6030 · Office Supplies	5,881.86	12,100.00	-6,218.14	48.61%
6033 · Office Equipment Rental	6,171.61	8,000.00	-1,828.39	77.15%
6036 · Printing	3,361.62	2,500.00	861.62	134.47%
6039 · Postage and Overnight Delivery	1,118.07	1,200.00	-81.93	93.17%
6042 · Payroll Processing	3,316.34	5,000.00	-1,683.66	66.33%
6045 · Bank Service Charges	898.01	10,000.00	-9,101.99	8.98%
6051 · Uniforms	3,205.00	3,115.76	89.24	102.86%
6060 · Outreach	96,277.12	127,000.00	-30,722.88	75.81%
6087 · Educational Reimbursement	1,095.00	5,000.00	-3,905.00	21.9%
6090 · Subscriptions/Publications	2,294.47	3,000.00	-705.53	76.48%
6091 · Public Notices	3,697.71	3,200.00	497.71	115.55%
6093 · Memberships	23,688.95	25,364.28	-1,675.33	93.4%
Total 6000 · General Administration	291,874.97	444,566.07	-152,691.10	65.65%
6100 · Benefits				
6110 · Vision Insurance	3,146.78	3,776.71	-629.93	83.32%
6120 · Workers' Comp. Insurance	15,562.74	25,528.10	-9,965.36	60.96%
6130 · Dental Insurance	10,586.06	13,056.65	-2,470.59	81.08%

	Jul '23 - Apr 24	Budget	\$ Over Budget	% of Budget
6150 · Medical Insurance				
6150.01 · Medical Employee Contribution	-28,008.79	-41,288.06	13,279.27	67.84%
6150 · Medical Insurance - Other	220,451.26	323,085.52	-102,634.26	68.23%
Total 6150 · Medical Insurance	192,442.47	281,797.46	-89,354.99	68.29%
6160 · Payroll Taxes-Employer	87,447.71	143,336.67	-55,888.96	61.01%
6170 · PERS Retirement				
6170.01 · PERS Employee Contributions	-53,002.02	-68,320.21	15,318.19	77.58%
6170.02 · 457 Plan Employee Contributions	-48,834.31			
6170 · PERS Retirement - Other	220,206.75	268,542.64	-48,335.89	82.0%
Total 6170 · PERS Retirement	118,370.42	200,222.43	-81,852.01	59.12%
Total 6100 · Benefits	427,556.18	667,718.02	-240,161.84	64.03%
6200 · Salaries				
6230 · Regular Salaries	1,293,018.46	1,997,177.80	-704,159.34	64.74%
Total 6200 · Salaries	1,293,018.46	1,997,177.80	-704,159.34	64.74%
6300 · Insurance				
6310 · Property/ Auto Insurance	7,653.37	6,374.80	1,278.57	120.06%
6320 · General Liability Insurance	49,100.03	46,295.48	2,804.55	106.06%
Total 6300 · Insurance	56,753.40	52,670.28	4,083.12	107.75%
6400 · Board of Directors' Expenses				
6401 · Directors' Fees				
6401.5 · Payroll Taxes-Directors	1,179.67	0.00	1,179.67	100.0%
6401 · Directors' Fees - Other	49,572.18	105,600.00	-56,027.82	46.94%
Total 6401 · Directors' Fees	50,751.85	105,600.00	-54,848.15	48.06%
6410 · Mileage	926.89	4,840.00	-3,913.11	19.15%
6415 · Air Fare	3,448.80	3,906.25	-457.45	88.29%
6420 · Other Travel	389.18	605.00	-215.82	64.33%
6425 · Meals	3,147.96	4,235.00	-1,087.04	74.33%
6430 · Lodging	2,304.74	4,840.00	-2,535.26	47.62%
6435 · Conf/Seminar Registrations	3,346.17	6,050.00	-2,703.83	55.31%
Total 6400 · Board of Directors' Expenses	64,315.59	130,076.25	-65,760.66	49.45%
6500 · Administrative/Staff Expenses				
6510 · Mileage	2,833.63	2,750.00	83.63	103.04%
6515 · Air Fare	2,401.22	4,950.00	-2,548.78	48.51%
6520 · Travel, Other (rental car, taxi	1,304.87	1,500.00	-195.13	86.99%
6525 · Meals	3,707.33	4,500.00	-792.67	82.39%
6530 · Lodging	9,553.41	6,500.00	3,053.41	146.98%
6535 · Conf/Seminar Registrations	21,371.00	29,875.00	-8,504.00	71.54%
Total 6500 · Administrative/Staff Expenses	41,171.46	50,075.00	-8,903.54	82.22%
9999 · Contribution to Capital Maint.	0.00	220,000.00	-220,000.00	0.0%
Total Expense	3,194,584.18	5,425,218.10	-2,230,633.92	58.88%
Net Ordinary Income	3,916,694.41	-60,293.13	3,976,987.54	-6,496.09%
Other Income/Expense				
Other Expense				
7000 · Construction				
7010 · Materials	0.00	12,000.00	-12,000.00	0.0%
Total 7000 · Construction	0.00	12,000.00	-12,000.00	0.0%
7100 · Land & Buildings				
7110 · Property Capital Repairs	30,647.00	387,999.50	-357,352.50	7.9%
7120 · Property-Land Purchase	0.00	70,000.00	-70,000.00	0.0%
7126 · PERC Engr/Prof Services	506,397.68	3,532,019.00	-3,025,621.32	14.34%
7130 · Mentone Property (House)-CapRep	29,000.00	7,000.00	22,000.00	414.29%
7140 · Mentone Property (Shop)-CapRep	178,106.99	891,649.15	-713,542.16	19.98%
7150 · Mill Creek Diversion	1,502,913.89	2,299,616.86	-796,702.97	65.36%
7151 · Mill Creek Permitting	231,021.84	285,207.27	-54,185.43	81.0%
7160 · Mendoza Property	0.00	137,000.00	-137,000.00	0.0%
Total 7100 · Land & Buildings	2,478,087.40	7,610,491.78	-5,132,404.38	32.56%

	Jul '23 - Apr 24	Budget	\$ Over Budget	% of Budget
7200 · Equipment & Vehicles				
7210 · Computer Hardware-Capital Purch	13,691.60	10,000.00	3,691.60	136.92%
7220 · Computer Software	5,263.06	1,000.00	4,263.06	526.31%
7230 · Field Equipment / Vehicles	105,104.97	225,000.00	-119,895.03	46.71%
7240 · Office Equipment	56,553.47	54,400.00	2,153.47	103.96%
Total 7200 · Equipment & Vehicles	180,613.10	290,400.00	-109,786.90	62.2%
7400 · Professional Services Capital				
7438 · Engineering Services-Other	0.00	125,000.00	-125,000.00	0.0%
Total 7400 · Professional Services Capital	0.00	125,000.00	-125,000.00	0.0%
Total Other Expense	2,658,700.50	8,037,891.78	-5,379,191.28	33.08%
Net Other Income	-2,658,700.50	-8,037,891.78	5,379,191.28	33.08%
Net Income	1,257,993.91	-8,098,184.91	9,356,178.82	-15.53%



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2022

To: Board of Directors

From: Finance & Administration Committee
Angie Quiroga, Senior Administrative Analyst
Betsy Miller, General Manager

Date: May 15, 2024

Subject: Third Quarter Unaudited Financials for FY24

RECOMMENDATION

The Finance & Administration Committee recommends the Board approve the Third Quarter Unaudited Financial Reports for FY24 as presented.

BACKGROUND AND DISCUSSION

The Finance & Administration Committee reviewed the Second Quarter Unaudited Financial Reports in their April 16, 2024, meeting and recommended Board approval of the Reports as presented.

Revenue and expenses are as expected based on budget projections with a few exceptions. GL 4000 Interest income is projected to be over budget, and the District has shifted funds as higher rates become available. Mining revenue from both Cemex and Upland Rock (GLs 403X) is higher than expected. GL 4999 Trust Reimbursement Wash Plan includes reimbursement of collected Issuance Costs of \$1,125,000 as stated in the Wash Plan MOU, payment of interest earnings of approximately \$160,000, and District loans toward Wash Plan implementation costs. GL 5120 Professional Services is expected to be under budget in part due to project timelines extending into FY25. GLs 5050 and 52XX Field Operations will be slightly over budget primarily due to extra fuel expenses and equipment maintenance for significant basin cleaning completed by field staff. GL 7110 Property Capital Repairs is under budget as some tasks, including Wash Plan trails, office paint, and Mill Creek overflow replacement expenses, will carry over to the next fiscal year. GL 7140 Mentone Shop building purchase is expected by fiscal year-end. Note that the Quarterly Investment Report is through March 2024, and the third quarter financial statement was used as a basis/check during FY24 budget preparation.

FISCAL IMPACT

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

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

Betsy Miller

POTENTIAL MOTIONS

1. Move approval of the Third Quarter Unaudited Financials for FY 2023-2024 as recommended by the Finance & Administration Committee.
2. Request this item be referred to the Finance & Administration Committee for reconsideration of specific issues.

ATTACHMENTS

FY24 Third Quarter Budget Worksheet
Quarterly Investment Report dated March 31, 2024

GL ACCT: GL DESCRIPTION:		Approved 2023-2024 Budget	Expended/ Received to Date as of 03/31/24	Actual Over/Under Budget	Projected Annual Costs (7/1/23- 6/30/24)	GENERAL FUND		GROUNDWATER RECHARGE ENTERPRISE			REDLANDS PLAZA & LEASED PROPERTY- MENTONE HOUSE			LAND RESOURCE			ACTIVE RECHARGE TRANSFER PROJECTS			WASH PLAN and TRUST SUPPORT			
Approved 2023-2024 Budget Qtr 3 Budget Worksheet						2023 BUDGET:	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:	2023 Budget	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:
INCOME:																							
4012-17	INTEREST INCOME	1,342,938.99	1,652,029.25	309,090.26	1,812,976.44	388,728.99			0.00			0.00			0.00			799,500.00			0.00		
4021-26	GROUNDWATER	1,545,960.17	1,472,231.47	-73,728.70	1,530,338.43	0.00			1,014,102.17			0.00			0.00			0.00			0.00		
4024-2	GW COUNCIL PASSTHROUGH	200,000.00	176,345.99	-23,654.01	176,345.99	0.00			200,000.00	100%		0.00			0.00			0.00			0.00		
4031-34	MINING	648,000.00	702,248.33	54,248.33	1,022,248.33	0.00			0.00			0.00			648,000.00			0.00			0.00		
4031	PLANT SITE CEMEX	48,000.00	28,000.00	-20,000.00	48,000.00	0.00		Agreement	0.00			0.00			48,000.00	100%	PER LEASE MIN	0.00			0.00		
4032	CEMEX - ROYALTY/LEASE	600,000.00	674,248.33	74,248.33	974,248.33	0.00		Estimated sales	0.00			0.00			600,000.00	100%	Per Lease Agmt	0.00			0.00		
4036,40,81	MISCELLANEOUS	85,000.00	63,648.45	-21,351.55	60,000.00	7,500.00			0.00			0.00			77,500.00			0.00			0.00		
4036	AGGREGATE MAINTENANCE	60,000.00	49,346.36	-10,653.64	70,000.00	0.00			0.00			0.00			60,000.00	100%	ESTIMATE	0.00			0.00		
4050	PROPERTY TAX	141,479.29	143,685.29	2,206.00	193,685.29	141,479.29	100%	+5%	0.00			0.00			0.00			0.00			0.00		
4055	SBVMWD LEASE AGREEMENT	483,213.76	479,961.36	-3,252.40	479,961.36	217,446.19	45%	+1.4% CPI	265,767.57	55%		0.00			0.00			0.00			0.00		
4062-66	RENTALS	252,881.76	155,516.99	-97,364.77	207,516.99	0.00			0.00			252,881.76			0.00			0.00			0.00		
4025	WASH PLAN REVENUE * from Reserve	374,450.00	339,410.64	-35,039.36	414,410.64	0.00			0.00			0.00			0.00			0.00			374,450.00	100%	
4999	TRUST REIMBURSEMENT WASH PLAN	225,000.00	1,476,153.64	1,251,153.64	1,566,153.64	0.00			0.00			0.00			0.00			0.00			225,000.00	100%	Trust proceeds
TOTAL INCOME:		5,474,923.97	6,661,231.41	1,186,307.44	7,609,137.11	755,154.47			2,121,727.73			252,881.76			791,500.00			954,210.00			599,450.00		
EXPENSES:																							
5000	MISCELLANEOUS	541,681.95	137,240.80	-404,441.15	322,240.80	15,556.95			120,000.00			0.00			206,125.00			190,000.00			10,000.00		
5100	PROFESSIONAL SERVICES	1,401,916.25	566,706.65	-835,209.60	1,118,380.42	37,712.50			550,251.25			1,425.00			328,673.00			212,762.50			341,981.25		
5120	MISC. PROFESSIONAL SERVICES	539,625.00	135,192.74	-404,432.26	320,192.74	13,500.00			120,000.00		Consulting Services	0.00	0%		206,125.00			190,000.00			10,000.00		
5123	HABITAT MANAGEMENT-WP	329,700.00	178,932.62	-150,767.38	329,700.00	0.00			0.00			0.00			0.00			0.00			329,700.00	100%	
52-53	FIELD OPERATIONS	399,329.17	314,321.89	-85,007.28	407,800.77	0.00			367,329.17			0.00			32,000.00			0.00			0.00		
5400	UTILITIES	31,632.30	24,111.17	-7,521.13	30,384.91	11,492.37			9,861.70			4,684.22			1,530.29			4,063.73			0.00		
6000	GENERAL ADMINISTRATION	444,566.06	263,984.12	-180,581.94	389,701.73	136,159.01			60,961.03			116,178.53			48,817.50			74,082.50			8,367.50		
6160	PAYROLL TAXES - EMPLOYER	120,309.44	78,418.12	-41,891.32	120,309.44	15,640.23	13%		66,049.88	45%	Based on percent of hou	5,871.10	4%		14,677.75	10%		30,823.28	21%		10,274.43	7%	
6170	PERS RETIREMENT	225,400.91	188,407.73	-36,993.18	225,400.91	29,302.12	13%	Includes UA Liability	123,745.10	45%	Based on percent of hou	10,999.56	4%		27,498.91	10%		57,747.71	21%		19,249.24	7%	
6170.01	PERS EMPLOYEE CONTRIBUTION	-68,320.21	-48,141.65	20,178.56	-68,320.21	-8,881.63	13%		-30,744.10	45%		-2,732.81	4%		-6,832.02	10%		-14,347.24	21%		-4,782.41	7%	
6170.02	457 Plan EMPLOYEE CONTRIBUTION		-44,547.78	-44,547.78																			
	SALARIES:																						
6200	SALARIES	1,676,139.84	1,175,749.49	-500,390.35	1,676,139.84	216,876.51			825,546.05			91,935.37			171,727.14			500,311.79			170,594.12		
6300	INSURANCE	52,670.29	56,753.40	4,083.11	56,753.40	2,633.51			39,502.72			7,900.54			2,633.51			0.00			0.00		
6400	DIRECTOR EXPENSES	130,076.25	57,175.45	-72,900.80	103,011.25	130,076.25	8.00		0.00			0.00			0.00			0.00			0.00		
6500	ADMINSTRATIVE/STAFF EXPENSES	50,075.00	39,839.35	-10,235.65	52,825.00	21,653.75			15,863.75			0.00			10,088.00			2,469.50			0.00		
TOTAL EXPENSES:		4,979,301.60	2,877,234.20	-2,102,067.40	4,399,884.87	729,229.98			2,186,260.48			249,578.78			792,181.96			937,829.40			601,026.69		
Operating Revenue		5,474,923.97	6,661,231.41	1,186,307.44	7,609,137.11	755,154.47			2,121,727.73			252,881.76			791,500.00			954,210.00			599,450.00		
NET OPERATING REVENUE		495,622.37	3,783,997.21	3,288,374.84	3,209,252.24	25,924.50			-64,532.75			3,302.98			-681.96			16,380.60			-1,576.69		
OVERHEAD																							
NET GENERAL FUND ANNUAL																							

GL ACCT: GL DESCRIPTION:		Approved 2023-2024 Budget	Expended/ Received to Date as of 03/31/24	Actual Over/Under Budget	Projected Annual Costs (7/1/23- 6/30/24)	GENERAL FUND			GROUNDWATER RECHARGE ENTERPRISE			REDLANDS PLAZA & LEASED PROPERTY- MENTONE HOUSE			LAND RESOURCE			ACTIVE RECHARGE TRANSFER PROJECTS			WASH PLAN and TRUST SUPPORT		
						2023 BUDGET:	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:	2023 Budget	% BUDGET	BASIS:	2023 BUDGET:	% BUDGET	BASIS:
Approved 2023-2024 Budget Qtr 3 Budget Worksheet																							
Multiyear Capital projects																							
7010	MATERIALS	12,000.00	0.00	-12,000.00	12,000.00	0.00			6,000.00	50%	Field Security Changes	0.00			6,000.00	50%		0.00			0.00		
7100	CAPITAL REPAIRS		171,967.21	-1,321,681.44	1,078,648.65	18,000.00			1,199,148.65			7,000.00			269,500.00			0.00			0.00		
7110	PROPERTY - CAPITAL REPAIRS	387,999.50	30,647.00	-357,352.50	87,999.50	18,000.00		Office Interior Paint	307,499.50	79%	CIP #11 #15	0.00			62,500.00	16%	CIP #14 #34	0.00			0.00		
7120	PROPERTY - LAND PURCHASE	70,000.00	0.00	-70,000.00	70,000.00				0.00						70,000.00	100%		0.00			0.00		
7130	MENTONE PROPERTY (HOUSE) CAPITAL PROJECT	7,000.00	29,000.00	22,000.00	29,000.00	0.00			0.00			7,000.00	100%		0.00			0.00			0.00		
7140	MENTONE PROPERTY (SHOP) CIP #3	891,649.15	112,320.21	-779,328.94	891,649.15	0.00			891,649.15	100%		0.00			0.00			0.00			0.00		
7160	MENDOZA PROPERTY CIP\ #12	137,000.00	0.00	-137,000.00	0.00				0.00						137,000.00	100%		0.00			0.00		
	EQUIPMENT & VEHICLES																						
7200	EQUIPMENT & VEHICLES		171,627.62	-118,772.38	201,816.53	20,526.00			192,376.00			30,270.00			46,210.00			648.00			370.00		
7126	ARTP ENGR/PROF SERVICES #23 #31	3,532,019.00	469,198.03	-3,062,820.97	1,000,000.00	0.00			0.00	0%		0.00	0%		0.00	0%		3,532,019.00	100%		0.00		
7150	MILL CREEK DIVERSION PROJECT CIP #7	2,299,616.86	1,496,344.19	-803,272.67	1,496,344.19	0.00		MultiYear Total Comtr	2,299,616.86	100%	In WIP Acct until complete	0.00			0.00			0.00			0.00		
7151	MILL CREEK PERMITTING	285,207.27	222,083.50	-63,123.77	285,207.27	0.00			285,207.27	100%	District Permitting +River	0.00			0.00			0.00			0.00		
7438	ENGINEERING SERVICES-OTHER	125,000.00	0.00	-125,000.00	0.00	0.00		CIP #7	125,000.00	100%	Mill Creek O&M Plans	0.00			0.00	0%		0.00	0%		0.00		
CAPITAL EXPENSE		8,037,891.78	2,531,220.55	-5,506,671.23	4,074,016.64	38,526.00			4,107,348.78			37,270.00			321,710.00			3,532,667.00			370.00		

San Bernardino Valley Water Conservation District

Investment Report thru March 31, 2024

Investment Instruments	Beginning Balance as of Jul 1, 2023	thru Mar 31, 2024	Yield	Cumulative Unrealized Gain (Loss)
Pooled Money Investment Accounts				
LAIF	\$ -	\$ 1,015.32	3.66%	\$ -
CalTRUST				
Short-Term Fund	\$ 3,305,798.37	\$ -	4.49%	\$ -
Investment Accounts				
UBS Financial Services				
CDs/Bonds/Securities-General	\$ 1,428,254.52	\$ 5,568,830.55	1.23%	\$ 72,209.15
Cash Dep Acct-General	\$ -	\$ 6,257.10		
CDs/Bonds/Securities-PERC	\$ 19,450,051.01	\$ 24,055,007.74	4.15%	\$ 242,530.51
Money Market-PERC		\$ 4,160,511.10	5.20%	
Cash Dep Acct-PERC		\$ -		
CAMP				
Investment Pool-General	\$ -	\$ 1,166,580.36	5.48%	\$ -
1 Year Term-General	\$ -	\$ 3,125,000.00	4.91%	
Investment Pool-PERC	\$ 18,130,261.02	\$ 3,145,480.73	5.48%	\$ -
1 Year Term-PERC	\$ -	\$ 2,000,000.00	5.63%	
OPEB-Other Postemployment Benefits				
CERBT-CA Employers' Retiree Benefit Trust	\$ 657,590.28	\$ 717,847.99	7.22%	\$ -
TOTAL	\$ 42,971,955.20	\$ 43,946,530.89		\$ 314,739.66

Net Change

\$ 974,575.69
2.22%

Banking Institutions	Beginning Balance as of July 1, 2023	ending Mar 31, 2024
Citizen's Business Bank	\$ 814,215.58	\$ 866,483.99
Cash and Cash Equivalents	\$ 814,215.58	\$ 866,483.99
Change in Value		\$ 52,268.41

Description	NAV	Annual Yield	Average Maturity	Shares
LAIF	N/A	3.66%	Not available	
CalTrust Short-Term Fund	\$10.03	5.21%	.87 years (317.55 days)	0.000
CERBT	\$21.76	7.22%		32,139.573
UBS-CD's, Bonds, Securities-see below				

UBS Investments-General

Certificates of Deposit (CDs), Bonds & Securities	Price	Yield	Maturity	Shares	Purchase Price	Market Value as of 03/31/24	Duration
1. Freedom First Fed BA US Rate 4.9% (Cusip: 35638CAG4)	\$0.993	4.91%	10/28/2024	248,000	\$248,000.00	\$247,486.64	1.5 yr
2. FHLB Bond-Rate 1.00% Bond (Cusip: 3130APNR2)	\$0.941	1.03%	11/22/2024	250,000	\$250,005.25	\$243,357.50	3 yr
3. Sallie Mae Bank UT US-Rate 1.00% fixed rate CD (Cusip: 795451BA0)	\$0.938	1.03%	12/16/2024	245,000	\$245,000.00	\$237,784.75	3 yr
4. FFCB Bond-Rate 2.19% fixed rate CD (Cusip: 3133ENSK7)	\$0.951	2.25%	3/21/2025	252,000	\$252,000.00	\$245,594.16	3 yr
5. FHLB Bond-Rate 3.00% fixed rate CD (Cusip: 3130ARLN9)	\$0.962	3.06%	4/25/2025	250,000	\$250,005.25	\$244,925.00	3 yr
6. FHLB Bond 4 Yr Step-Up Rate 1.2% Callable 120921 (Cusip: 3130ANRAO)	\$0.932	1.25%	9/9/2025	250,000	\$250,005.25	\$239,977.50	4 yr
7. FHLB Bond-Rate 0.75% PTY 5.05% (Cusip: 3130ALCV4)	\$0.910	0.81%	2/24/2026	2,210,000	\$2,000,099.06	\$2,051,189.40	2 yr, 4 mos
8. FHLB Bond-Rate 0.83% PTY 4.93% (Cusip: 3130AKYH3)	\$0.884	0.92%	2/10/2027	2,280,000	\$1,997,269.69	\$2,049,400.80	3 yr 4 mos
						\$9,114.80	Accrued Interest
Average	\$0.94	1.91%	Total Interest Withdrawals	\$90,047.25	TOTAL	\$5,492,384.50	\$5,568,830.55

UBS Investments-PERC

Certificates of Deposit (CDs), Bonds & Securities	Price	Yield	Maturity	Shares	Purchase Price	Market Value as of 03/31/24	Duration
1. US Treasury Bill-Rate 5.195% (Cusip: 912797FS1)	\$0.951	5.20%	6/13/2024	4,205,000	\$3,999,767.95	\$4,160,511.10	1 yr
2. FFCB Bond-Rate 4.25% (Cusip: 3133ENP79)	\$0.991	4.27%	9/26/2024	2,500,000	\$2,473,151.08	\$2,488,250.00	1 yr
3. FHLMC MED TERM NTS-Rate 4.125% (Cusip: 3134GX2P8)	\$0.980	4.15%	9/30/2024	4,000,000	\$4,000,000.00	\$3,979,080.00	2 yr
4. US Treasury Note (Cusip: 9128283V0)	\$0.977	2.55%	1/31/2025	1,022,000	\$1,000,454.16	\$1,000,241.62	1 yr
5. Bank of America-Rate 5.4% (Cusip: 06051V5G7)	\$1.000	5.38%	5/22/2025	240,000	\$240,000.00	\$240,856.80	1.5 yr
6. Wells Fargo Bank-Rate 5.35% (Cusip: 949764JD7)	\$0.998	5.31%	11/21/2025	240,000	\$240,000.00	\$241,584.00	2 yr
7. US Treasury Note-Rate 0.375% (Cusip: 91282CAZ4)	\$0.915	0.400%	11/30/2025	2,000,000	\$1,827,262.42	\$1,861,020.00	2 yr
8. US Treasury Note-Rate 4.125% (Cusip: 91282CHH7)	\$0.990	4.16%	6/15/2026	2,510,000	\$2,499,469.04	\$2,485,979.30	3 yr
9. UBS BK USA-Rate 5.15% (Cusip: 90355GHN9)	\$1.000	5.10%	11/9/2026	240,000	\$240,000.00	\$242,589.60	3 yr
10. Am Ex National Bank-Rate 5.15% (Cusip: 02589AF80)	\$1.001	5.09%	11/9/2026	240,000	\$240,000.00	\$242,611.20	3 yr
11. Morgan Stanley BK N A-Rate 5.15% (Cusip: 61690DGP7)	\$1.000	5.09%	11/9/2026	240,000	\$240,000.00	\$242,611.20	3 yr
12. Morgan Stanley Private Bk-Rate 5.15% (Cusip: 61768EE74)	\$1.000	5.09%	11/9/2026	240,000	\$240,000.00	\$242,611.20	3 yr
13. California Credit Union-Rate 5.5% (Cusip: 130162BE9)	\$1.009	5.39%	11/16/2026	240,000	\$240,000.00	\$244,713.60	3 yr
14. FHLB -Rate 5.4% (Cusip: 3134H1MK6)	\$1.000	5.41%	12/21/2026	2,051,000	\$2,051,000.00	\$2,048,354.21	3 yr
15. US Treasury Bill-Rate 4.125% (Cusip: 91282CKA8)	\$0.994	4.16%	2/15/2027	2,250,000	\$2,248,592.47	\$2,244,782.85	3 yr
16. FHLmc-Rate 5.625% (Cusip: 3134H1TQ6)	\$1.000	5.63%	2/22/2027	2,250,000	\$2,250,000.00	\$2,248,380.00	3 yr
17. FFCB Bond-Rate 4.75% (Cusip: 3133EPYM1)	\$1.005	4.70%	10/13/2027	2,000,000	\$1,995,036.35	\$2,019,580.00	4 yr
18. Maine Savings-Rate 5.2% (Cusip: 560507AS4)	\$0.999	5.07%	11/8/2027	240,000	\$240,000.00	\$245,949.60	4 yr
19. Empower Fed Credit Union-Rate 5.35% (Cusip: 291916AH7)	\$1.005	5.19%	11/15/2027	240,000	\$240,000.00	\$247,257.60	4 yr
20. Workers Credit Union-Rate 5.35% (Cusip: 98138MCB4)	\$1.005	5.19%	11/15/2027	240,000	\$240,000.00	\$247,228.80	4 yr
21. US Treasury Note (Cusip: 9128283W8)	\$0.943	2.91%	2/15/2028	1,060,000	\$999,925.49	\$1,001,117.00	4 yr
						\$240,209.16	Accrued Interest
Average	\$0.83	3.81%	Total Interest Withdrawals	\$312,528.73	TOTAL	\$27,744,658.96	\$28,215,518.84



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2023

To: Board of Directors

From: David B. Cosgrove, General Counsel

Date: May 15, 2024

Subject: Settlement Agreement in Enhanced Habitats League Litigation

RECOMMENDATION

Approve the Settlement Agreement negotiated through mediation in the suit *Endangered Habitats League, et al. v. U.S. Army Corps of Engineers, et al.*, Case No. 2:16-CV-09178-MWF-E, and authorize the Board President to sign it on behalf of the District.

BACKGROUND

This agenda item represents what we understand is the end of a long and, at times, contentious process. It arises from litigation brought by two environmental advocate NGOs, the Endangered Habitats League (“EHL”) and the Center for Biological Diversity (“CBD”), against the Army Corps of Engineers (“ACOE”), relating to environmental requirements attending the original approvals of the Seven Oaks Dam, in and around 2002. In essence, the plaintiff agencies alleged that, due to inactivity and changed conditions, the ACOE was required to initiate reconsultation with the United States Fish and Wildlife Service (“USFWS”) on mitigation requirements attending the construction of the dam.

The lawsuit was filed in December 2016. Our District and the San Bernardino Valley Municipal Water District (Valley District) successfully sought to intervene in the litigation in August 2017. Our agency was motivated to monitor dam mitigation requirements to assure compatibility with the Upper Santa Ana River Wash HCP (Wash Plann), which is located within the Upper Santa Ana River Wash, and to explore potential mechanisms and opportunities for regional coordination between the administration of the Seven Oaks Dam Woolly Star Preservation Area (“WSPA”), the Wash Plan, and the Upper Santa Ana River HCP preserve areas. The Local Sponsors of the dam (San Bernardino County Flood Control District, Riverside County Water Conservation and Flood Control District, and Orange County Flood Control District) intervened in January 2019, primarily to defend their ability to operate the dam in compliance with federal requirements, and to participate in negotiations on mitigation requirements that would fall to them, under the applicable agreements between the Local Sponsors and ACOE.

The formal litigation process advanced no further than the pleading stage when all parties opted to forego extensive motion and discovery practice (and its attendant costs) in favor of mediation. John Bickerman was selected as the mediator in January of 2022, and the parties have been working steadily since then

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Betsy Miller

toward a resolution. Staff is pleased to report that these negotiations have proven successful and have resulted in the “Settlement Agreement” now presented for the Board’s approval. As of the writing of this staff report, the Defendants have indicated they are still discussing some aspects of the Settlement Agreement, so the final version may vary slightly from the one included in the agenda packet. If so, and presuming final agreement is reached, staff will highlight any variances from the version included in the agenda packet, and any revised final version.

DISCUSSION

There are three primary aspects to the Settlement Agreement. First, the Local Sponsors have agreed to provide up to four hundred (400) acres of mitigation land, either within or outside of the WSPA Area, and to focus the projects to accomplish this habitat restoration on inundation-focused solutions. These will be provided at a pace of 1-20 acres every five (5) years, and will be funded by the Local Sponsors. In part because the state of the art and best practices on local habitat management and restoration are still nascent and evolving, the Settlement Agreement contains liberal credit provisions, and reserved discretion to the Local Sponsors on the locations, costs, and feasibility of the projects selected to meet the overall habitat requirement.

Second, the Settlement Agreement creates a Technical Committee as a discussion forum for the projects and pace of the habitat preservation requirement. Its members are our District, Valley District, CBD, EHL, and the three Local Sponsors. This Technical Committee is advisory only; the actual decisions on WSPA management and compliance with the Biological Opinion for the Seven Oaks Dam rest with the Steering Committee already in place, consisting of the Local Sponsors, ACOE, and the USFWS. Five of seven members of the Technical Committee are required to approve a recommendation to the Steering Committee. The Technical Committee has no real authority on WSPA decision making, but it does meet twice yearly, and is intended to serve as a forum for preserve management professionals to meet and confer over time, to increase collaboration, and lend transparency to the WSPA habitat management process. It will also offer opportunities for joint projects, symbiotic management practices, potential pursuit of shared grant funding, and shared lessons learned over the overlapping WSPA and HCP preserve management activities.

Third, the Local Sponsors have committed to dam releases below 500 cfs, unless otherwise required for flood control safety purposes, needed for habitat enhancements, or to comply with the Water Control Manual or other Seven Oaks Dam management regulations and documents. This memorializes the prior informal practice of the Local Sponsors in dam operation, under which the District and its constituents benefitted from the Local Sponsors’ voluntary cooperation with releases that were consistent with downstream water supply capacities and objectives, when otherwise consistent with dam operating criteria. This aspect of the Settlement Agreement will allow the “default” condition of dam management to keep flows below levels where releases can be captured for groundwater recharge by downstream facilities, including those of our District, while still providing the operators flexibility to release higher flows when required for flood safety, or regulatory requirements.

Notably absent from the settlement Agreement is any obligation by ACOE. ACOE took the position from the outset that it would not be bound by any local agreements regarding what it considered to be local interests downstream of the dam. The plaintiffs do not necessarily agree that ACOE’s “hands off”

approach is consistent with its potential litigation liability, or past actions. In the final analysis, however, plaintiffs agreed the ability to forge a local agreement among local operators, who will be most involved in the dam operations and their impact on local water and habitat issues, made the active participation of ACOE unnecessary to what is intended to be a long-term, and ultimately local, solution to these potentially conflicting interests.

POLICY CONSIDERATIONS

The Settlement Agreement represents an alternative to litigation that, even if successful, would have only resulted in a restart of negotiations between ACOE and USFWS on potentially expanded obligations for WSPA and dam mitigation, but which, ultimately, many of the local stakeholders would not be involved in developing. Hypothetically, that process might have led to stricter or more expansive habitat protections than the Settlement Agreement offers, but at unknown expenditures of time, litigation costs, and uncertain impacts to the water supply benefits included in Settlement Agreement.

FISCAL IMPACT

District Counsel represented the District throughout the mediation process, so outside counsel costs were avoided. Apart from staff costs for participation in the Technical Committee, which will be reflected in ongoing budgets attending the Wash Plan implementation, there are no prospective fiscal impacts from the approval of this item.

POTENTIAL MOTIONS

1. Approve the Settlement Agreement as presented authorizing District Counsel to execute on behalf of the District.
2. Provide other directions to staff.

ATTACHMENTS

Settlement Agreement

APPROVALS

Recommended by General Counsel

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into among the Endangered Habitats League (“EHL”), the Center for Biological Diversity (“CBD”), the San Bernardino Valley Municipal Water District (“Valley District”), the San Bernardino Valley Water Conservation District (“SBVWCD”), the San Bernardino County Flood Control District, the Riverside County Flood and Water Conservation District, the Orange County Flood Control District (collectively “Local Sponsors” or “Flood Control Districts”), and the U.S. Army Corps of Engineers (“Corps”), hereafter referred to collectively as “the Parties” to resolve the matter, *Endangered Habitats League, et al. v. U.S. Army Corps of Engineers, et al.*, Case No. 2:16-CV-09178-MWF-E, filed in the U.S. District Court for the Central District of California.

RECITALS

WHEREAS, on December 12, 2016, EHL and CBD (collectively “Plaintiffs”) filed a complaint against the Corps alleging that the Corps is required to reinitiate formal consultation with the U.S. Fish and Wildlife Services (“USFWS”) under Section 7 of the federal Endangered Species Act (“ESA”), 16 U.S.C. sec. 1536(a)(2), due to alleged impacts to the San Bernardino Kangaroo Rat and Santa Ana Sucker and their respective critical habitats resulting from the Santa Ana River Mainstem, including Santiago Creek, California Flood Control Project (the “Federal Project”) and the operation of Seven Oaks Dam (the “Dam”);

WHEREAS, on April 12, 2017, the Corps filed an answer to the Plaintiffs’ complaint;

WHEREAS, on August 29, 2017, the Valley District and SBVWCD intervened as plaintiffs in the Litigation (defined below) (collectively the “Water Districts” or “Plaintiff-Intervenors”), and on September 29, 2017, individually filed complaints-in-intervention against the Corps bringing additional claims;

WHEREAS, on January 23, 2019, the Flood Control Districts intervened as defendants in the Litigation, and filed answers to the Plaintiffs’ complaint and the Plaintiff-Intervenors’ complaints-in-intervention on October 15, 2021;

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

WHEREAS, on October 15, 2021, the Corps filed answers to the Plaintiff-Intervenors' complaints-in-intervention;

WHEREAS, the Corps and the Flood Control Districts dispute Plaintiffs' and Plaintiff-Intervenors' allegations and claims, including, among other things, that the Corps is required to reinitiate formal consultation under Section 7 of the ESA;

WHEREAS, a number of Management Documents (defined below) currently exist or are currently being developed, that address Species and/or Habitat (defined below), and a coordinated framework amongst the Parties may further the objectives of those Management Documents;

WHEREAS, this Agreement is intended to establish a framework for a coordinated effort amongst the Parties, consistent with and limited by each Party's existing authorizations and missions, by which flood risk management ("FRM"), restoration, and adaptive management efforts for Species and/or Habitat, and, to the extent not inconsistent therewith, incidental Groundwater Recharge (defined below) benefits can be realized within the flexibilities of the discharge schedule in accordance with the Water Control Plan ("WCP") contained within the Water Control Manual ("WCM") (defined below) in recognition that the authorized purpose of the Dam is FRM; and

WHEREAS, the Plaintiff-Intervenors have expressed a desire for Dam Releases to not exceed 500 cubic feet per second ("cfs") during conditions when greater releases are not required for FRM and the other conditions set forth in Section V are satisfied, to provide for incidental Groundwater Recharge benefits.

NOW THEREFORE, in consideration of the mutual understandings contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

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SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

I. DEFINITIONS

As used in this Agreement, as well as in any other documents contemplated by this Agreement, and any amendments thereto, the following provisions shall have the meanings set forth below. These defined terms used in the singular shall be deemed to include the plural, and vice versa.

1. **“Dam Releases”** means water that is released through Seven Oaks Dam pursuant to the WCP contained within the WCM.
2. **“Effective Date”** shall mean the last date that all Parties have signed this Agreement.
3. **“Groundwater Recharge”** means the intentional diversion of surface water into constructed and maintained recharge basins for percolation into underlying alluvial basins incidental to Dam Releases, for the purpose of enhancing basin groundwater supplies for later beneficial use.
4. **“Inundation-Focused Project”** shall mean any Project for which inundation is the primary component, in accordance with Section III below.
5. **“Litigation”** refers to the matter, *Endangered Habitats League, et al. v. U.S. Army Corps of Engineers, et al.*, Case No. 2:16-CV-09178-MWF-E, filed in the U.S. District Court for the Central District of California.
6. **“Management Area”** shall mean the 200-Acre Management Area within the WSPA described in the Biological Opinion (“BO”) (defined below) and as approximately depicted in **Exhibit A** (attached).
7. **“Management Documents”** shall mean the documents, manuals, agreements, biological opinions, contracts, or permits relating to the Santa Ana River Watershed in and around the Dam. Each Management Document specifies the parties subject to that Management Document, and not all Parties to the Litigation are parties to every Management Document. Each Management Document

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

incorporates a decision-making structure specific to that Management Document. Nothing in this Agreement shall change the content of, limit, or otherwise affect the existing Management Documents or the parties subject to those Management Documents, nor shall this Agreement affect or otherwise limit the discretion or decision-making authority provided therein. Such Management Documents shall include without limitation:

- a. **“1993 Agreement”**: The agreement among the Flood Control Districts dated May 11, 1993, and as amended on June 17, 1997, which provides for certain maintenance, operation, rehabilitation, and development of Seven Oaks Dam.
- b. **“1993 Management Plan for the Santa Ana River Woolly Star”**: The management plan governing the land within the Woolly Star Preserve Area (“WSPA”) acquired by the Local Sponsors for the purpose of managing the Santa Ana River woolly star and its habitat.
- c. **“BO”**: The USFWS biological opinion for operations of Seven Oaks Dam dated December 19, 2002, which includes an Incidental Take Statement (“ITS”) that addresses the “amount or extent of take,” “effect of take,” “reasonable and prudent measure,” and “terms and conditions.” Regarding the “amount or extent of take,” the ITS states, among other things, “[o]ver the 100-year life of the project, 200 acres of SBKR habitat will be manipulated (10-20 acres every 5-10 years)”.
- d. **“Final Multi-Species Habitat Management Plan” or “Final MSHMP”**: The BO identifies the development of a Multi-Species Habitat Management Plan (“MSHMP”) for the WSPA as a conservation measure. A draft MSHMP was completed in 2012 and is currently undergoing environmental review as required under the National Environmental

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

Policy Act (“NEPA”). The MSHMP will be finalized once the NEPA process is complete, and the Corps has received concurrence from the USFWS and California Department of Fish and Wildlife prior to its implementation (“Final MSHMP”)¹.

- e. **“Habitat Conservation Plans” or “HCPs”** means the following habitat conservation plans, as defined under Section 10 of the ESA, 33 U.S.C. § 1539: The Upper Santa Ana River HCP, the Upper Santa Ana River Wash Plan HCP, and the Western Riverside Multi-Species HCP. The HCPs include local agency activities and are not a part of Dam management or Dam operations.
 - f. **“Local Cooperation Agreement”**: The agreement among the Department of the Army and the Flood Control Districts dated December 14, 1989, as amended, and supplemented thereafter, for construction of the Santa Ana River Mainstem, including Santiago Creek, California Flood Control Project (the “Federal Project”), which includes matters concerning the Dam.
 - g. **“Water Control Manual” or “WCM”**: The manual containing the approved water control plan and regulatory guidance for the Dam. Currently, the water control manual being implemented is titled “Water Control Manual, Seven Oaks Dam & Reservoir, San Bernardino County, California” prepared by the Corps dated September 2003.
- 8. **“Non-Federal Parties”** means all Parties other than the Corps.
 - 9. **“Project”** shall mean any project for Species and/or Habitat (defined below)

¹ As set forth herein, any Projects or other actions identified in this Agreement that fall under the jurisdiction of the MSHMP once it is finalized are conditioned on, and subject to, the terms of the Final MSHMP.

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

management, conservation, or restoration, that is recommended by the Technical Committee, in accordance with Sections III and IV below.

10. **“Species and/or Habitat”** shall mean the federally endangered San Bernardino kangaroo rat (*Dipodomys merriami parvus*) (“SBKR”) and its designated critical habitat, slender-horned spineflower (*Dodecahema leptoceras*), Santa Ana River woolly star (*Eriastrum densifolium ssp. sanctorum*), and the federally threatened Santa Ana sucker (*Catostomus santaanae*) and its designated critical habitat.
11. **“Technical Committee”** shall mean the seven Non-Federal Parties who will meet for Technical Meetings, as set forth in Section IV below, with each Non-Federal Party constituting one (1) committee member.
12. **“Technical Meetings”** shall mean the meetings of the Technical Committee as set forth in Section IV below.
13. **“WSPA”** means the Woolly Star Preserve Area.

II. FLOOD RISK MANAGEMENT PRIORITY

The Parties agree and understand that the intent and foundational basis of this Agreement is that any Dam Release used for a Project or for incidental Groundwater Recharge, including any associated access and land use, shall be expressly subordinate to FRM needs, including but not limited to the Federal Project and the requirements of the WCM. It shall be in the sole discretion of the Local Sponsors to determine whether any activity will conflict with FRM, consistent with Corps’ requirements for the Federal Project, the WCM, including any future amendments thereto, the Operation, Maintenance, Repair, Replacement, and Rehabilitation Manuals (“OMRR&R Manuals”), and any other applicable federal or state requirements.

III. HABITAT RESTORATION

Subject to the terms and conditions of this Agreement and the Technical Meeting process outlined in Section IV below, the Local Sponsors agree to implement Projects as follows:

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

- A. Habitat Restoration Acreage.** The Species and/or Habitat restoration objective is the implementation of Projects that reach a cumulative sum of 400 acres, and that, to the extent practicable, and subject to the terms of the BO, those 400 acres be comprised of Inundation-Focused Projects. Projects are to be implemented at a rate of approximately twenty acres every five years, except that any Project in the Management Area shall adhere to the rate specified in Section III.B.1 below. However, pursuant to the Technical Meeting process outlined in Section IV below, the Local Sponsors may, at any point in time, elect to exceed this rate outside the Management Area, in or outside the WSPA. In no event shall the Local Sponsors be required under this Agreement to implement a Project or Projects that, together, exceed 400 cumulative acres. Credit toward the 400-acre cumulative Project objective shall accrue upon the commencement of each Project activity.
- B. Projects Within the WSPA.** The Local Sponsors agree to implement Projects within the WSPA as follows:
- 1. Within the Management Area.** Projects within the Management Area shall be Inundation-Focused Projects to the extent practicable, subject to the existing take limit and terms and conditions of the BO, and the Final MSHMP. In accordance with the BO, the objective of such Inundation-Focused Projects is for each Project to occur at the rate of ten to twenty acres every five to ten years.²
 - 2. Outside the Management Area.** Projects within the WSPA but outside the Management Area shall be Inundation-Focused Projects to the extent practicable and shall be consistent with the BO and the Final MSHMP.

² See BO at p. 30, *Incidental Take Statement, Amount or Extent of Take*.

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

3. **Project Selection, Development, and Implementation.** Projects within the WSPA shall be subject to the Technical Meeting process outlined in Section IV below and the following terms and conditions:
- a. The Project does not conflict with any applicable requirements or restrictions in the Final MSHMP; FRM; the WCM, including any future amendments thereto; the BO; any future applicable biological opinions; or any other state and federal requirements; and
 - b. The Project is informed by directed and experimental studies performed by or at the direction of the Local Sponsors, as applicable and pursuant to the Final MSHMP; and
 - c. After discussion with the Non-Federal Parties through the Technical Meeting process, at the discretion of the Local Sponsors, each Project is determined to be technically and economically feasible and practicable; and
 - d. Experimental hydrological treatment of WSPA land shall qualify as an Inundation-Focused Project; and,
 - e. The Local Sponsors can obtain all necessary approvals, permits, and underlying landowner consent for the Project, without undue financial burden on the Local Sponsors and without conflicting with any other state or federal requirements of the Local Sponsors; and

- C. **Projects Outside the WSPA.** There is no obligation for any Party to pursue Projects outside of the WSPA. However, a willing Non-Federal Party may propose a Project outside of the WSPA, through the Technical Meeting process outlined in Section IV below, subject to the following:

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

1. No Project shall occur on any land owned by the United States and managed by the Corps; and
2. Written consent of the landowner(s) is required and subject to any conditions set forth by the landowner(s); and
3. Project area, design, cost, and success criteria shall be subject to a separate agreement between the willing Non-Federal Party and landowner(s); and
4. No Project shall be located on any land owned, possessed, or controlled by any Non-Federal Party without the written consent of the respective Non-Federal Party, which consent, and any conditions, such as, but not limited to, offsetting mitigation credits, shall, notwithstanding any limitations set forth in Section VII.D below, be in the sole and unreviewable discretion of the Non-Federal Party; and
5. With respect to any lands owned outside the WSPA possessed by any Non-Federal Party of this Agreement that may be used for a Project, the respective owner or possessor of the land retains final authority over the land, and any uses thereon, including any water diversions, and subject to any relevant Management Document, or any applicable federal requirements. If any non-WSPA land owned or possessed by a Non-Federal Party is agreed to be used for any Project, pursuant to this Agreement, the Non-Federal Party owner or possessor of the land agrees to provide reasonable access to the land subject to the following conditions:
 - a. Such use shall be non-exclusive by the Non-Federal Party using the land for the respective Project pursuant to this Agreement; and
 - b. Such use shall not interfere with the Non-Federal Party owner or possessors use of such land; and

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

- c. Such use may require a subsequent written agreement and be subject to the Non-Federal Party owner's or possessor's governing body's approval.
- 6. No Project may be a constraint on the operation of the Dam for FRM or for other operational purposes as specified in the WCM.
- D. **SBKR Delisting.** In the event the SBKR is removed from the list of threatened and endangered species pursuant to ESA section 4(c)(2)(B)(i) [16 U.S.C. 1533(c)(2)(B)(i)], the Local Sponsors and the Corps shall be relieved of any further obligations with respect to Projects and the 400-acre habitat restoration objective specified in Section III. A above.
- E. **Funding.** The Local Sponsors shall be financially responsible for any Project within the WSPA. Financing of Projects outside of the WSPA shall be subject to a separate good faith agreement among the willing Non-Federal Parties.
- F. **Cooperation on Grant Funding for Projects Outside the WSPA.** To further benefit the Species and/or Habitat within the Santa Ana River Wash, the Local Sponsors will reasonably cooperate, subject to necessary Local Sponsor Board approvals and staff commitments, with the Plaintiffs in Plaintiffs' efforts to seek public or private grants for Species and/or Habitat restoration projects outside of the WSPA ("Grant-Funded Project(s)"), provided that no Local Sponsor shall have any obligation to seek or apply for grants, or be listed as an applicant or project sponsor for any Grant-Funded Project, or otherwise participate in, fund or implement any such Grant-Funded Project, although it may choose to do so in its sole discretion. No lands may be used for Grant-Funded Projects without the written consent of the entity that owns or controls such lands, and on conditions specified by that entity, all of which shall be in the sole, unreviewable discretion of the owner/controlling entity. Such additional benefits may be pursued at any

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

point in time, simultaneously with the fulfillment of obligations as to other Projects. Unless otherwise agreed to by the Local Sponsors, which consent shall be in the sole and unreviewable discretion of the Local Sponsors, no Local Sponsor or the Corps shall have any responsibility for permitting or other approvals for any Grant-Funded Project.

- G. Corps' Involvement.** As funding allows, and as determined by the Corps, the Corps' involvement in any Project will be limited to participating in the meetings of any committees established under the Final MSHMP, where the Final MSHMP requires the Corps' participation, reviewing annual reports and work plans related to Projects occurring on the WSPA, and ensuring consistency with the Final MSHMP's goals and objectives and BO requirements.

IV. TECHNICAL MEETINGS

- A. Technical Committee.** It is the intent of the Non-Federal Parties that the Technical Committee be a collaborative multi-disciplinary working group of the Non-Federal Parties, with engineering, hydrologic, and biological expertise, and that each Technical Committee member be represented by staff within their organization, retained consultants, or designees within the Non-Federal Parties, who possess knowledge in one or more of these areas.
- B. Semi-Annual Technical Meetings.** The Local Sponsors shall schedule Technical Meetings no less than two times per calendar year, at times and locations determined by the Local Sponsors. The Technical Meetings may be combined and coordinated with other meetings that occur under the Management Documents if the Local Sponsors determine it is practicable to do so. Video and telephonic options will be provided for all Technical Meetings, though Technical Committee members are encouraged to attend in-person. The Corps is not a member of the Technical Committee and is not required to participate in the Technical Meetings

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

but may choose to do so at its discretion. The Technical Committee may invite representatives of other entities who are not Parties to this Agreement to a specific Technical Meeting if at least five (5) Technical Committee members agree to the invitation.

C. Technical Meeting Scope. At the request of the Technical Committee members, and subject to the terms of this Agreement, the Technical Meetings may include, but are not limited to, discussion of the following topics:

1. Projects, including but not limited to, modifications, alternatives, mitigation measures, objectives and metrics, implementation, monitoring, evaluation, adaptive management, and any potential effects on Species and/or Habitat;
2. Project permitting;
3. Dam Releases for reasons other than FRM, including any potential effects on Species and/or Habitat;
4. Activities occurring under the HCPs and the Final MSHMP, and other potential activities to address Species and/or Habitat, including coordination of these plans; and
5. Incidental Groundwater Recharge.

D. Good Faith Coordination. The Non-Federal Parties agree to coordinate and participate in the Technical Meetings in good faith, with each party given the opportunity to review, comment, and exchange ideas. The Non-Federal Parties agree to discuss and evaluate proposed Projects as early as possible, and everything herein shall ensure communication among the members within the scheduled Technical Meetings.

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**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

E. Recommendations.

1. If at least five (5) Technical Committee members agree, recommendations will be provided to the appropriate decision-making authority pursuant to paragraphs 2 and 3 below.
2. Any recommendations that relate in whole or in part to the WSPA shall be presented by the Local Sponsors for consideration to any steering or like committee currently informally functioning pursuant to the 2012 draft MSHMP or that may be established under the Final MSHMP.
3. Any recommendations that do not relate in whole or in part to the WSPA, shall be presented to the appropriate decision-making authority pursuant to the procedures prescribed in the relevant Management Document. To the extent the recommendation relates to more than one Management Document, the relevant member(s) with authority shall coordinate presenting the recommendation to the relevant decision-making authorities in good faith.

F. Project Evaluation

1. The Technical Committee will recommend and monitor Project-specific goals, metrics, and objectives on a Project-by-Project basis. Each Project shall include specific goals, metrics, and objectives, as appropriate, based on the best available scientific information and current standards of practice for the Species and/or Habitat, using one or more of the following: percent open ground; sand cover; native shrub cover; forb cover and composition; non-native grass and plant cover; abundance, occupancy and persistence of SBKR and Santa Ana River woolly star; and the presence of slender-horned spineflower.
2. If the project does not meet its project-specific goals, metrics, and

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

objectives after implementation and after the expiration of the reasonable time frame so determined, the Technical Committee, pursuant to sections IV.C and IV.E above, shall seek to make reasonable and feasible recommendations for adaptive management, an alternative Project, or modifications to the Project to better achieve those Project-specific goals, metrics, and objectives. The level of Project effectiveness shall be determined by quantitative and qualitative data presented in Project monitoring plans.

V. SEVEN OAKS DAM RELEASES

- A.** This Agreement shall in no way affect, limit, or interfere with FRM, as determined by the Local Sponsors, nor shall it interfere with compliance with the WCM and OMRR&R Manuals, including any future amendments thereto.
- B.** The Plaintiffs and Plaintiff-Intervenors agree and acknowledge that the Local Sponsors shall have sole discretion to determine: (i) whether any Dam Release complies with the WCM, including any future amendments thereto, and any other applicable state or federal requirements; (ii) whether any Dam Release, at any point in time, is necessary for FRM; and (iii) what Dam operations are required to implement a Dam Release.
- C.** The Local Sponsors agree to limit Dam Releases to no greater than 500 cfs to provide for incidental Groundwater Recharge benefits, within the flexibilities of the discharge schedule in the WCM, including any future amendments thereto, provided such Dam Releases will not compromise (i) the Dam's operational safety, (ii) the need for Dam maintenance, or (iii) FRM, as determined in the Local Sponsors' sole discretion, and there is no determination by any committee contemplated in the WCM, including any future amendments thereto, that a greater Dam Release is needed to comply with the environmental regulation

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

(currently Section 7-05h) in the WCM nor is a Dam Release greater than 500 cfs necessary to implement a Project, so long as such Project does not conflict with the WCM..

- D.** If the WCM, and/or the OMRR&R Manual(s) are amended in the future, and those amendments result in a conflict with the terms and conditions of Section V. of this Agreement, then the amended WCM and/or OMRR&R Manual(s) shall govern and control. In the event a conflict with any amended WCM and/or the OMRR&R Manuals prevents the Local Sponsors from fulfilling their Settlement Agreement obligations, the Non-Federal Parties will meet and confer through the Technical Meeting process and seek to propose alternative measures to achieve the objectives of this Agreement. If no alternative measures are achieved through the Technical Meeting process, the Non-Federal Parties may seek to modify this Agreement pursuant to Section VII below.
- E.** Nothing herein shall be conditioned on completion or approval of the Final MSHMP. In the event a conflict with the Final MSHMP prevents the Local Sponsors from fulfilling their Settlement Agreement obligations, the Non-Federal Parties will meet and confer through the Technical Meeting process and seek to propose alternative measures to achieve the objectives of this Agreement. If no alternative measures are achieved through the Technical Meeting process, the Non-Federal Parties may seek to modify this Agreement pursuant to Section VII below.
- F.** Orange County Flood Control District agrees to add the Plaintiff-Intervenors to the Dam's notification directory and to provide notice to the Plaintiff-Intervenors for any non-emergency Dam Releases (as determined in the sole discretion of the Orange County Flood Control District) that exceed 500 cfs.

VI. DISMISSAL OF ACTION

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

This Agreement is entered into for a full and final settlement of the Litigation. Within five (5) business days of the Effective Date of this Agreement, the Plaintiffs or Plaintiff-Intervenors shall file the joint stipulation of dismissal with prejudice, attached hereto as **Exhibit B**. If the Court does not enter a dismissal with prejudice, this Agreement shall be null and void, and shall have no legal force and effect.

VII. DISPUTES AND ENFORCEMENT

In the event any Party to this Agreement believes another Party is in violation of this Agreement's terms and conditions, the following dispute resolution procedures shall apply:

- A. Meet and Confer.** If any Party to this Agreement disputes another Party's compliance with this Agreement, the disputing Party must notify all Parties in writing via email within ten (10) business days of knowledge of the alleged non-compliance and agree to meet and confer within fourteen (14) calendar days to attempt to resolve the dispute in good faith. Nothing herein prevents the Parties from agreeing to a longer meet and confer period if agreed to by the disputing Party.
- B. Mediation.** If the Parties are unable to resolve the dispute through the meet-and-confer process above, the Parties may submit the dispute to mediation by a mutually acceptable mediator. The Parties shall enter into a separate and mutually acceptable mediation agreement with all Parties equally sharing the costs of mediation costs. To the extent a dispute centers on disagreements regarding technical subject matter, the Parties agree to cooperate in good faith to select a mediator that has proficiency in the technical subject matter in dispute. The mediator's decision shall be non-binding and intended to provide an opportunity for the Parties to evaluate each other's allegations and arrive at a mutually agreeable resolution of the dispute.

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

- C. **Legal/Administrative Action.** If the Parties are unable to reach an agreement through the mediation process above, the disputing Party may elect to seek enforcement of this Agreement against a Non-Federal Party through any administrative or legal remedy available. No Non-Federal Party may initiate any administrative or legal action against the Corps to enforce this Agreement. The Corps' election not to be a party to any action brought in state court to enforce this Agreement against a Non-Federal Party shall not, in and of itself, be the basis for dismissal pursuant to California Code of Civil Procedure Section 389. Nothing herein prevents the Non-Federal Parties from mutually agreeing to arbitration. Nothing herein excuses, replaces, or waives any requirements for initiating claims against any Non-Federal Party, including exhaustion of remedies, that exist independent of this Agreement.
- D. Where the terms of this Agreement provide for determinations to be made in the discretion of the Local Sponsors, such determinations shall be made in a timely manner. The Parties agree that nothing in this Agreement permits the Parties to make determinations that are unlawfully withheld or unreasonably delayed, arbitrary, or capricious.
- E. Under no circumstances shall this Agreement be enforceable against the Corps through a court, administrative, or any other legal proceeding, including an action for contempt of court. Under no circumstances shall any provision of this Agreement be the basis for any action for specific performance, mandamus, or any other remedy seeking to compel the Corps to take any of the actions referenced in this Agreement. Nothing in this Agreement, however, shall limit the rights of the Non-Federal Parties to seek judicial review that would otherwise be available notwithstanding this Agreement to compel Corps action that is unlawfully withheld or unreasonably delayed, or to hold unlawful and set aside

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

Corps action, findings, and conclusions pursuant to the Administrative Procedure Act, 5 U.S.C. § 706, provided no Non-Federal Party may rely on this Agreement as a substantive basis for such challenge.

VIII. COSTS AND ATTORNEYS' FEES

Each Party to this Agreement shall bear its own costs and attorneys' fees incurred in prosecuting, defending, and settling this Litigation.

IX. WAIVER AND RELEASE

A. In consideration for the provisions of this Agreement, the Plaintiffs and Plaintiff-Intervenors, including but not limited to their present directors, Council members, Boards, supervisors, elected officials, assigns, representatives, and agents ("Releasers"), hereby waive, release and forever discharge the Defendant and Defendant-Intervenors, including San Bernardino County, the County of Orange, and Riverside County, and their respective Boards, supervisors, council members, directors, elected officials, employees, officers, directors, shareholders, attorneys, agents, representatives, predecessors, successors, and assigns (the "Released Parties") from and against any and all claims, including, without limitation, all actions, and causes of action, in law or in equity, suits, liabilities, notices, demands, obligations, damages, costs, interest, fines, penalties, losses, or expenses (including, but not limited to, investigation fees, expert fees, and attorneys' fees) of any nature whatsoever, fixed or contingent, (collectively "Claims") that: (i) were made, or that could have been made, in the Litigation; (ii) were made in Plaintiffs' December 11, 2019 ESA 60-day notice; (iii) arise from or are associated with performance of this Agreement, including but not limited to any Claims that arise from or are associated with the Species and/or Habitat, with the exception of disputes pursuant to Section VII above; and/or (iv) Claims that challenge the legal sufficiency of the Final MSHMP, including, but

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

not limited to, compliance with NEPA (hereinafter, the “Released Claims”).

- B.** The Parties acknowledge and agree that the successful implementation of this Agreement, without the immediate threat of additional Litigation, is in the interest of each Party. Accordingly, notwithstanding the above waiver and Released Claims, and in addition thereto, Releasors covenant not to sue any Released Party for any Claims under the Endangered Species Act (16 U.S.C. § 1538 *et seq.*) or the California Endangered Species Act (Cal. Fish & Game Code § 2050 *et seq.*) related to, or arising from, the Dam, and/or operation or maintenance of the Dam, that may arise within 36 months of the Effective Date of this Agreement. Nor will Releasors actively solicit other persons or entities to file such Claims, nor will they materially support, either by funding or providing legal assistance in, such Claims filed by another person or entity, provided, however, that nothing in this provision shall prohibit Releasors from communicating with governmental entities with jurisdiction or regulatory authority regarding resources affected by this Agreement.

X. MISCELLANEOUS PROVISIONS

- A.** The Parties acknowledge and agree that the terms and provisions of this Agreement have been fairly and reasonably negotiated and mutually agreed upon by the Parties with their respective counsel, after arms-length negotiations before mediator John Bickerman. No Party shall be deemed to have drafted this Agreement, and this Agreement shall be construed neutrally and shall not be applied or interpreted more strictly against one Party than another Party.
- B.** This Agreement contains the entire Agreement between the Parties and constitutes the complete, final, and exclusive embodiment of the Agreement with respect to the Litigation. This Agreement supersedes and replaces any and all prior negotiations, confirmatory letters, and proposed or final agreements, whether

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

written or oral, unless otherwise expressly provided herein.

- C.** No amendment, change, or modification of this Agreement shall be valid unless it is in writing and signed by all Parties to this Agreement.
- D.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
- E.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same Agreement. A facsimile, electronic, or other duplicate signature shall have the same effect as a manually executed original. This Agreement shall be deemed fully executed as of the Effective Date.
- F.** This Agreement and its terms, covenants, conditions, provisions, obligations, undertakings, rights, and benefits shall be binding upon and inure to the benefit of the Parties and their respective successors-in-interest and assigns.
- G.** Nothing herein shall be construed to limit or modify any discretion accorded to the Corps or the Non-Federal Parties by statute, regulation, or general principles of administrative law.
- H.** No provisions of this Agreement shall be interpreted as or constitute a commitment or requirement that the Corps obligate funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable law or regulation.
- I.** Neither this Agreement, nor any action taken by the Parties pursuant to it, shall in any way be construed as an admission by the Parties of any liability, wrongdoing, or violation of law, regulation, contract, or policy, in any claim, action, or lawsuit against the Parties. This Agreement has no precedential value and shall not be

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

cited in any other litigation or administrative proceeding except as necessary to enforce the terms of the Agreement against a Non-Federal Party, as outlined in Section VII above.

- J.** No provisions of this Agreement shall be construed to limit or deny the power of a federal official to promulgate or amend regulations.
- K.** The Parties acknowledge and agree that nothing herein shall modify or confer any new property interest to the Local Sponsors or any Party, whether relating to Dam operations or otherwise, nor shall any provision of this Agreement serve as the basis of any claim or defense that would operate as any type of waiver or estoppel on any Plaintiff-Intervenors from the full lawful use of their respective property interests.
- L.** The signatories below represent and warrant that they are authorized to sign on behalf of and bind the respective Party for which they represent.

IN WITNESS WHEREOF, the Parties, by and through their authorized counsel, intending to be legally bound, have executed this Agreement on the dates shown below.

DATED: May 9, 2024

DOWNEY BRAND LLP

By: _____
MEREDITH E. NIKKEL
Attorneys for SAN BERNARDINO
VALLEY MUNICIPAL WATER
DISTRICT

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

DATED: May 9, 2024

UNITED STATE DEPARTMENT OF
JUSTICE

By: _____
LESLEY LAWRENCE-HAMMER
Attorneys for Defendant

//
//

DRAFT

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

DATED: May 9, 2024

CENTER FOR BIOLOGICAL DIVERSITY

By: _____
JOHN BUSE
Attorneys for Plaintiff ENDANGERED
HABITATS LEAGUE AND CENTER
FOR BIOLOGICAL DIVERSITY

DATED: May 9, 2024

DAVID B. COSGROVE, GENERAL
COUNSEL

By: _____
DAVID B. COSGROVE
Attorney for Plaintiff-Intervenor SAN
BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

DATED: May 9, 2024

LEON PAGE, COUNTY COUNSEL

By: _____
LEON PAGE
Attorneys for Defendant-Intervenor
ORANGE COUNTY FLOOD CONTROL
DISTRICT

**CONFIDENTIAL MEDIATION DOCUMENT
SETTLEMENT COMMUNICATION
SUBJECT TO FRE 408**

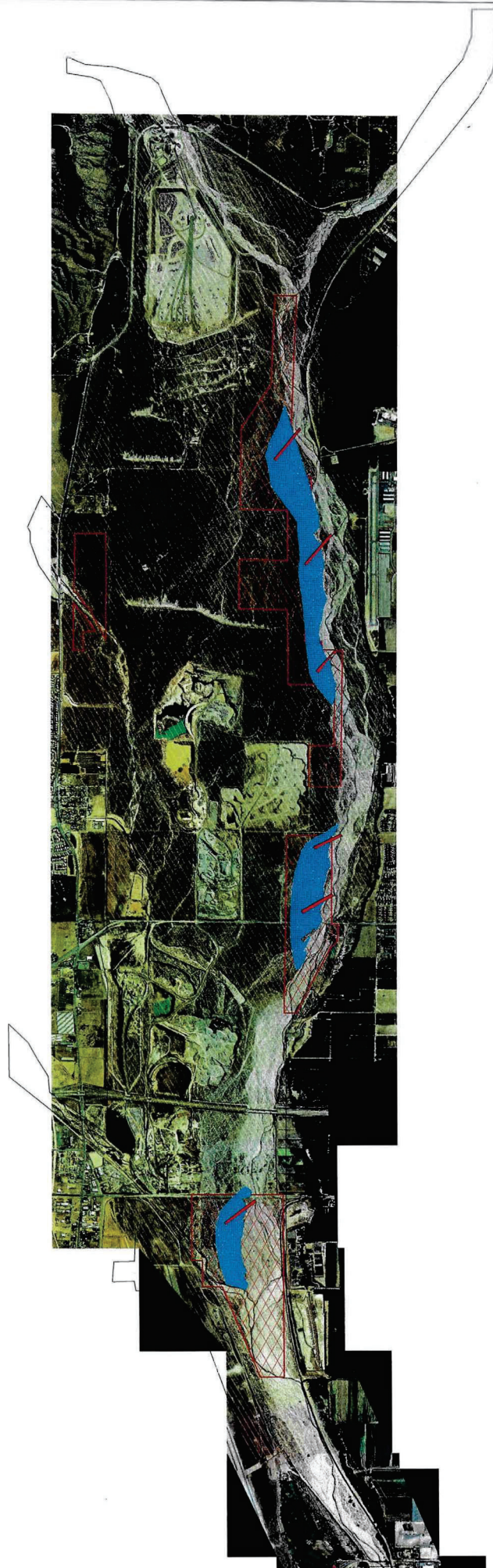
DATED: May 9, 2024

MEYERS NAVE

By: _____
SHAYE DIVELEY
Attorneys for Defendants-Intervenors
SAN BERNARDINO FLOOD
CONTROL DISTRICT and RIVERSIDE
COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

DRAFT

EXHIBIT A
200-ACRE MANAGEMENT AREA MAP



Seven Oaks Dam Biological Assessment

Exhibit A Plan 1 (diversion dikes along Woolly Star Preserve)

U.S. Army Corps of Engineers, Los Angeles District
Hydrology and Hydraulics Section

Legend

- Diversion Dikes for Woolly Star
- Potential Overbank Flow *
- Woolly Star Preserve
- Potential SBKR Habitat

* Potential Overbank Flow is also referred to as the Approximate Management Area



EXHIBIT B

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

1 UNITED STATES DISTRICT COURT
2 FOR THE CENTRAL DISTRICT OF CALIFORNIA
3 WESTERN DIVISION

4 ENDANGERED HABITATS
LEAGUE and CENTER FOR
BIOLOGICAL DIVERSITY,

5 Plaintiffs,

6 v.

7 U.S. ARMY CORPS OF
ENGINEERS,

8 Defendant.

9 SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT and
SAN BERNARDINO VALLEY
WATER CONSERVATION
DISTRICT

10 Plaintiffs/Intervenors

11 ORANGE COUNTY FLOOD
CONTROL DISTRICT, RIVERSIDE
COUNTY FLOOD CONTROL AND
WATER CONSERVATION
DISTRICT, and SAN BERNARDINO
COUNTY FLOOD CONTROL
DISTRICT

12 Defendants/Intervenors

Case No. 2:16-CV-09178-MWF-E

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

Hon. Michael W. Fitzgerald

14 Pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii), Plaintiffs

15 Endangered Habitats League and Center for Biological Diversity and Plaintiff-

16 Intervenors San Bernardino Valley Municipal Water District and San Bernardino

17 Valley Water Conservation District hereby stipulate to dismiss this action with

18 prejudice, including all the claims contained in Plaintiffs' and Plaintiff-

Intervenors' complaints (ECF Nos. 1, 31, 32). Defendant United States Army Corps of Engineers and Defendant-Intervenors Orange County Flood Control District, Riverside County Flood Control and Water Conservation District, and San Bernardino County Flood Control District join this stipulation, and the signatures of all parties who have appeared in this action are provided below. Dismissal of this action is warranted because the parties have entered into a settlement agreement to fully resolve this action.



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2024

To: Board of Directors

From: Betsy Miller, General Manager

Date: May 15, 2024

Subject: Contract with the County of San Bernardino Department of Public Health for Vector Control Services

RECOMMENDATION

Approve a five-year Contract with County of San Bernardino Department of Public Health for vector control services in an amount not to exceed \$266,370.

BACKGROUND AND DISCUSSION

On May 22, 2019, the Board approved an MOU with the County of San Bernardino Department of Public Health for vector control services at the cost of \$45,000/year to address complaints received from area residents regarding midge flies. Since that time, the County's Mosquito and Vector Control Program has provided enhanced vector control services at District recharge facilities using the bacterial toxin *Bacillus*, which is specific to flies and is approved for use in drinking water reservoirs and organic farming.

The proposed five-year contract would continue the work conducted since 2019, including provision of enhanced vector control services within the District to monitor and control midge flies, black flies, and mosquitoes when populations are at nuisance levels, as well as surveillance and disease testing to determine the abundance and presence of vector species and vector-borne diseases. Additional details may be found in the attached contract.

This item was discussed by the Operations Committee on April 17, 2024.

FISCAL IMPACT

Approval of this item would result in an expenditure of \$50,172 in FY25, \$51,678 in FY26, \$53,228 in FY27, \$54,824 in FY28, and \$56,468 in FY29, for a total expenditure of \$266,370 over the five-year contract term.

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

Betsy Miller

POTENTIAL MOTIONS

1. Approve a five-year Contract with the County of San Bernardino Department of Public Health for vector control services in an amount not to exceed \$266,370.
2. Provide other direction to staff.

ATTACHMENTS

Contract with County of San Bernardino Department of Public Health

APPROVALS

Operations Committee



Contract Number

SAP Number
N/A

Department of Public Health

Department Contract Representative	Michael Shin, DPH Contracts
Telephone Number	(909) 832-0807
Contractor	San Bernardino Valley Water Conservation District
Contractor Representative	Betsy Miller
Telephone Number	(909) 793-2503
Contract Term	July 1, 2024 through June 30, 2029
Original Contract Amount	\$266,370.00
Amendment Amount	\$0
Total Contract Amount	\$266,370.00
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

This Contract is made and entered into by and between the San Bernardino Valley Water Conservation District (DISTRICT) and the San Bernardino County Department of Public Health, Environmental Health Services Division, Mosquito and Vector Control Program (County).

WHEREAS, the above named parties desire to set forth in writing the specific terms and conditions mutually agreed upon regarding vector control services.

NOW THEREFORE, in consideration of the execution of this Contract, the parties mutually agree to the following conditions.

I. SERVICES:

- A. Services provided by the County to the DISTRICT, when deemed appropriate by the County to control breeding and proliferation of mosquitoes and other vectors in the DISTRICT, may include, but are not limited to the following:
 1. Provide enhanced vector control services within the DISTRICT, to control mosquitoes and other vectors as detailed in Scope of Work (Attachment A), hereby incorporated by this reference.
 2. Community education regarding vector-borne disease transmission and prevention.

3. Designate a project manager, who shall serve as the primary contact person for matters relating to this Contract.

B. Services will start after the effective date of this Contract (described in Section XII, TERM). The County will integrate the services described in this section to be provided to the DISTRICT into the services already provided.

C. During the term of this Contract, the County officers and their deputies shall exercise the same powers and duties, including methods of enforcement, within the jurisdiction of the DISTRICT as are conferred upon such officers by law as County officers. The County officers and their deputies shall enforce all provisions of the County Code relating to those services provided.

II. NOTICE:

All notices, invoices, and payments shall be made in writing to the following:

DISTRICT: San Bernardino Valley Water Conservation
District Attention: Betsy Miller
1630 W. Redlands Blvd., Ste. A
Redlands, CA 92373

COUNTY: Department of Public Health
Environmental Health Services
Division Chief
Mosquito and Vector Control Program
385 N. Arrowhead Ave., 2nd Floor
San Bernardino, CA 92415

III. COMPENSATION:

A. The maximum amount of payment for the entire term of this Contract shall not exceed \$266,370.00. Both the DISTRICT and the County recognize and agree that the not-to-exceed amount of \$266,370.00 takes into account all of the costs identified herein, including a two percent (2%) annual increase to pesticide, vehicle, and other supply and equipment costs, and an anticipated two percent (2%) increase to salaries based on negotiated labor agreements. If services provided by the County exceed the Fiscal Year amount (determined by the County using the County Fee Schedule in effect at the time of the service) prior to June 30 of each year, the County shall advise The DISTRICT of this finding prior to expending the entire amount. The County will not provide any further services, unless and until, the "not to exceed" amount is amended and approved by both parties per Section VII, "Amendments." Thereafter, the DISTRICT and the County shall negotiate in good faith an amendment to this Contract.

B. The DISTRICT shall compensate the County for services as set forth in the Scope of Work (Attachment A).

C. County will invoice the DISTRICT thirty (30) days after each semiannual service period has ended on July 1st and June 30th during each contract year, for the following amounts:

FLOOD CONTROL			PE 5407	
FA0034594	OW0035233	FEBRUARY	AUGUST	TOTAL
FY 24/25	July 1, 2024 – June 30, 2025	\$25,086.00	\$25,086.00	\$50,172.00
FY 24/25	July 1, 2025 – June 30, 2026	\$25,839.00	\$25,839.00	\$51,678.00
FY 25/26	July 1, 2026 – June 30, 2027	\$26,614.00	\$26,614.00	\$53,228.00

FY 26/27	July 1, 2027 – June 30, 2028	\$27,412.00	\$27,412.00	\$54,824.00
FY 27/28	July 1, 2028 – June 30, 2029	\$28,234.00	\$28,234.00	\$56,468.00
			5-Year Total	\$266,370.00

D. Payment for services shall be by check, payable to “San Bernardino County”, and shall be mailed or delivered to the address listed in Section II, “Notice” of this Contract.

IV. DISPUTES:

The parties agree to attempt to resolve any disputes arising out of this Contract informally and in good faith. Each Party reserves the right to suspend work or terminate this Contract (as indicated in Section XI, “Termination” of this Contract) in the event a dispute is not satisfactorily resolved.

V. APPLICABLE LAW:

Both County and the DISTRICT agree and acknowledge that this Contract shall be construed and interpreted and enforced in accordance with the laws of the State of California.

VI. VENUE:

The parties acknowledge that this Contract entered into in San Bernardino County, and the jurisdiction and venue for any action or claim brought by any party to this Contract will be the Superior Court of the State of California, County of San Bernardino – Central District. All parties hereby waive any law or rule of court, which would allow them to request or demand a change of venue. If any third party brings any action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of the State of California, County of San Bernardino – Central District.

VII. AMENDMENTS:

All amendments to this Contract, including any exhibits, shall be in writing and signed by the authorized representative(s) of the DISTRICT and the Board of Supervisors for the County.

VIII. ATTORNEYS FEES AND COSTS:

In any legal action to enforce or declare any party's rights hereunder, each party, including the prevailing party, shall bear its own costs and attorneys' fees. This Section shall not apply to those costs and attorneys' fees directly arising from any third party legal action against a party hereto and payable under the indemnification requirement of this Contract.

IX. INDEMNIFICATION:

The DISTRICT agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including any costs or expenses incurred by the County, except as prohibited by law.

San Bernardino County agrees to defend, indemnify and hold harmless the DISTRICT, its officers, employees, agents and volunteers from any and all claims, losses, actions, damages and/or liability arising out of this contract from any cause whatsoever, including any costs or expenses incurred by the DISTRICT, except as prohibited by law.

In the event that the County and/or the DISTRICT are determined to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Contract, the County and/or the DISTRICT shall indemnify the other to the extent of its comparative fault.

X. INSURANCE:

The County and the DISTRICT are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Contract.

Waiver of Subrogation Rights – The DISTRICT shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the DISTRICT and DISTRICT's employees or agents from waiving the right of subrogation prior to a loss or claim. The DISTRICT hereby waives all rights of subrogation against the County.

The County shall require the carriers of required coverages to waive all rights of subrogation against the DISTRICT, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the DISTRICT and DISTRICT'S employees or agents from waiving the right of subrogation prior to loss or claim. The County hereby waives all rights of subrogation against the DISTRICT.

XI. TERMINATION:

The County and the DISTRICT may terminate this Contract immediately should either the County or the DISTRICT fail to comply with any and all provisions, covenants, requirements or conditions of this Contract after being informed of the noncompliance in writing and afforded a reasonable period of time within which to cure the breach.

In addition, the County or the DISTRICT may terminate this Contract without cause by serving a written notice on the other party thirty (30) days in advance of termination. The Department of Public Health Director or their designee is authorized to exercise the County's rights with respect to any termination of this Contract.

In the event of termination, the County shall be entitled to receive and/or keep from the DISTRICT, payment for services rendered through the date of termination.

XII. TERM:

A. This Contract shall be effective June 25, 2024 through June 24, 2029, but may be terminated earlier in accordance with provisions of Section XI, "Termination" of this Contract.

B. Termination notices to the County, pursuant to Section XI, "Termination" of this Contract, shall be sent to the Public Health Director at the following address:

Public Health
Environmental Health Services
Division Chief
385 N. Arrowhead Ave., 2nd Floor
San Bernardino, CA 92415-0160

C. Termination notice to the DISTRICT, pursuant to Section XI of this Contract, shall be sent to the DISTRICT at the following address:

San Bernardino Valley Water Conservation District
Attn: Daniel Cozad
1630 W. Redlands Blvd., Ste. A
Redlands, CA 92373

XIII. CHANGE OF ADDRESS:

The DISTRICT and County shall notify the other party, in writing, of any change in mailing address within ten (10) business days of the change.

XIV. CONTRACT ASSIGNABILITY:

This Contract is not assignable by the DISTRICT either in whole or in part, without the prior written consent of the County.

XV. IMPROPER CONSIDERATION:

The DISTRICT shall not offer, either directly or through an intermediary, any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

The DISTRICT shall immediately report any attempt by a County officer, employee or agent to solicit, either directly or through an intermediary, improper consideration from the DISTRICT. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

XVI. INACCURACIES OR MISREPRESENTATIONS:

If in the course of the administration of this Contract, the County determines that the DISTRICT has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated. In the event of termination under this provision, the County is entitled to pursue any available legal remedies.

XVII. EMPLOYMENT OF FORMER COUNTY OFFICIALS:

The DISTRICT agrees to provide or has already provided information on former San Bernardino County administrative officials, as defined below, who are employed by or represent the DISTRICT. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the County. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

XVIII. REPORTING:

When requested, but no more than once quarterly during the term of the Contract, the County shall provide to the DISTRICT a written narrative report summarizing the services provided under this Contract.

XIX. CONCLUSION:

This Contract, consisting of six (6) pages and Attachment A, is the full and complete document describing services to be rendered by the DISTRICT to County, including all covenants, conditions, and benefits.

The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (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 Contract upon request.

IN WITNESS WHEREOF, the Board of Supervisors of San Bernardino County has caused this Contract to be subscribed to by the Clerk thereof, and the DISTRICT has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month, and year written.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

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 of Supervisors
San Bernardino County

By _____
Deputy

San Bernardino Valley Water Conservation District

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name _____
Melody McDonald
(Print or type name of person signing contract)

Title _____
President
(Print or Type)

Dated: _____

Address _____
1630 W. Redlands Blvd., Ste. A

Redlands, CA 92373

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Adam Ebright, Deputy County Counsel	►	► Joshua Dugas, Director
Date _____	Date _____	Date _____

SCOPE OF SERVICES

Vector Control Service

San Bernardino County Mosquito and Vector Control Program (SBCMVCP) staff will provide comprehensive surveillance and control of midge fly, blackfly and mosquito populations at the San Bernardino Valley Water Conservation District as outlined in the contract.

The midge fly, blackfly and mosquito abatement services will target both larval and adult populations. The service will require site visits and application of larvicides, as needed, to abate midge flies, blackflies and mosquitoes. When adult populations of these vectors rise above thresholds that pose risk to public health or cause nuisance conditions, adulticides will be used to reduce their populations. Similar action will be necessary when SBCMVCP surveillance indicates presence of West Nile virus, Saint Louis Encephalitis, Western Equine Encephalomyelitis, or other vector-borne diseases.

Larval abatement is anticipated to be required to achieve control March through October. Adulticiding of midge flies, blackflies and mosquitoes may periodically be needed to control these adult vectors.

Specifically, SBCMVCP will provide the following services:

- 1) Larval monitoring and control of midge flies, black flies and mosquitoes throughout the service area will be done as necessary.
- 2) Adulticiding adult midge flies, blackflies and mosquitoes when populations have increased to nuisance levels. A peak of mosquito activity occurs in early summer through early fall, and that of blackflies occurs in spring and fall.
- 3) Surveillance and disease testing to determine abundance and presence of vector species and vector-borne diseases.



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2025

To: Board of Directors
From: Betsy Miller, General Manager
Date: May 15, 2024
Subject: Amendment to Agreement for Consulting Engineering Services with E-PUR LLC

RECOMMENDATION

Authorize the Amendment to the Agreement for Consulting Engineering Services (Amendment) with E-PUR LLC to support the PERC, and other District engineering needs in an amount not to exceed \$118,646.

BACKGROUND AND DISCUSSION

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

On January 10, 2024, the Board approved an Agreement for Consulting Engineering Services (Agreement) with E-PUR LLC to ensure continued progress on the PERC projects and other District engineering needs following the retirement of the retired annuitant PERC Engineer in December 2023 in an amount not to exceed \$90,489. The proposed Amendment includes the following updated terms:

- Increases the hours from 27 to 40 per week, with provision for up to 5 hours over 40 hours per week (up to 110 of such hours total over the 22-week contract term).
 - Time will be compensated at \$4,818 per 40-hour week for the 22-week contract term.
 - Time in excess of 40 hours, as approved by the General Manager, will be compensated at \$115/hour up to a total of 110 hours over the contract term.
- Extends the term of the contract from May 17, 2024, through October 16, 2024.

The attached Amendment further details the terms, compensation, etc. Except as specifically amended, the remainder of the Agreement would remain in effect.

FISCAL IMPACT

Approval of the recommended action would result in an expenditure of up to a total of \$118,646 from GL 7126 PERC Engineering/Professional Services and 5120 Professional Services.

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

Betsy Miller

POTENTIAL MOTIONS

1. Authorize the Amendment to the Agreement for Consulting Engineering Services with E-PUR LLC to support PERC, and other District engineering needs in an amount not to exceed \$118,646.
2. Provide other directions to staff.

ATTACHMENTS

Amendment to Agreement for Consulting Engineering Services with E-PUR LLC

AMENDMENT TO AGREEMENT FOR CONSULTING ENGINEERING SERVICES

This AMENDMENT TO AGREEMENT FOR CONSULTING ENGINEERING SERVICES ("Amendment") is entered into and effective the 15th of May, 2024, ("Effective Date") by and between the SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT, a public agency and water conservation district duly formed and existing under the Water Conservation Act, California Water Code sections 74000 *et seq.* ("District") and E-PUR LLC, an Oregon Limited Liability Company licensed to do business in California ("Consultant"), on the terms and conditions stated herein. This Amendment revises the prior "AGREEMENT FOR CONSULTING ENGINEERING SERVICES" dated January 16, 2024 ("Original Agreement").

1. Term of Agreement

Section 1(B) of the Original Agreement is hereby amended to read as follows:

The amended term of the Original Agreement shall commence as of May 17, 2024, and shall remain in effect until October 16, 2024, unless terminated earlier in accordance with the provisions of this Agreement. This Agreement may be extended beyond its revised termination date by mutual written Agreement of the parties, for an additional term as may be mutually agreeable.

2. Compensation

Section 3 of the Original Agreement is hereby amended to read as follows:

Consultant shall be paid monthly for services rendered, based upon an anticipated work schedule of forty (40) hours per week ("work schedule"), at a weekly retention of four thousand eight hundred and eighteen dollars (\$4,818) over the five-month (22 week) term of this Amendment. Time requested and previously authorized in writing by the General Manager beyond 80 hours in a two-week period shall be compensated at an hourly rate of one hundred fifteen dollars (\$115.00) per hour, up to a total of 110 hours. Provided that Consultant is not in default under the terms of the Agreement and Amendment, Consultant shall be paid upon receipt of a biweekly invoice, reflecting a general description of the work performed, and time over the anticipated work schedule authorized and approved by the General Manager. District may accept timesheets prepared by Consultant tracking the time spent on various projects, as used by District to provide enterprise accounting and budgeting, in a form approved by the District, to track Contractor's efforts and performance, and such timesheets may serve as the required general description of work performed for the applicable period.

The parties agree that John M. Lambie is and shall be the primary person providing the services of Consultant pursuant to this Agreement. The parties acknowledge and agree that Mr. Lambie's experience and qualifications are a substantial inducement of District to enter into this Agreement, and that the professional services to be performed hereunder shall be performed by Mr. Lambie personally, and shall not be transferred, assigned, or subcontracted to any other entity or individual, without the District's prior written consent. Consultant represents and agrees that the services to be performed by this Agreement are special, unique, unusual, extraordinary, and of

an intellectual character, that gives him a peculiar value to the District, the loss of which cannot be reasonably or adequately compensated for monetary damages.

2. Remainder of Original Agreement Unaffected.

Except as specifically amended by this Amendment, the remainder of the Original Agreement shall remain in full force and effect, through the amended term of the Original Agreement. In the event of any direct conflict between this Amendment and the Original Agreement, the terms of this Amendment shall control.

Dated: May 15, 2024

SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT

By: _____
Melody McDonald, President
"District"

Dated: May 15, 2024

By: _____
Mr. John M. Lambie, P.E., C.E.G., P.G.
"On Behalf of Consultant E-PUR LLC"



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2026

To: Board of Directors

From: Betsy Miller, General Manager

Date: May 15, 2024

Subject: Award of Contract Services Agreement for Santa Ana Spreading Basin Maintenance

RECOMMENDATION

Authorize the General Manager to enter into a contract services agreement with Larry Jacinto Construction for spreading basin maintenance for a not to exceed amount of \$320,603.75; amend the FY24 budget to increase GL 5050 Basin Maintenance by \$320,603.75 from the Groundwater Recharge Enterprise Reserve; and find the project to be exempt from CEQA review under title 14 CCR section 15301, relating to maintenance of existing facilities; and direct staff to file a Notice of Exemption accordingly.

BACKGROUND AND DISCUSSION

Following nearly nineteen months of uninterrupted diversions during two high precipitation years, current percolation rates have dropped significantly due to sediment and algae build-up within the basins. Working together, the District's Operations and Engineering teams have prioritized the cleaning of basins 10 and 18 (D Dike) at the Santa Ana River Groundwater Recharge Facility basins, which were not able to be dried for maintenance when basins 11-14 were cleaned in Summer 2023. While this work was initially planned for FY25, staff seeks Board approval to complete these tasks in FY24 in order to conduct maintenance during the same time period that basin 10 will be dried to support Enhanced Recharge (ER) construction, thus limiting the time that recharge activities are curtailed. This work is proposed to be completed by a contractor within a two-week timeframe to allow District Operations staff to continue to focus efforts on operating the new Enhanced Recharge basins and recharge at the Mill Creek Groundwater Recharge Facility. Note that staff is exploring opportunities to lower the total project cost by limiting hauling distances; however, staff seeks authorization to expend the amount necessary to transport materials to the Borrow Pit if closer sites are unavailable.

The District has requested quotes from five contractors to complete this work, which consists of removing two-tenths of a foot of sediment and transporting it to the Borrow Pit. One company provided quotes within the requested timeframe. Following review, the District recommends contracting with Larry Jacinto Construction due to responsiveness and demonstrated experience working in similar environments.

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Redlands, CA 92373
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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

Betsy Miller

Maintenance of existing facilities is exempt from CEQA review under title 14, CCR Section 15301, which relates to "... operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." The impact of this proposed maintenance activity is precisely as described in the cited exemption, since the maintenance is designed to increase the efficiency of recharge, but not expand the scope or geographic limits of the basins. Therefore, staff recommends the Board find that the work for which this contract is proposed is exempt from CEQA review, and direct staff to file a Notice of Exemption accordingly.

This item was discussed by the Finance & Administration Committee on April 16 and the Operations Committee on April 17.

FISCAL IMPACT

Approval of the recommended action would result in the expenditure of up to \$320,603.75 from GL 5050 Basin Cleaning and require an amendment to the FY24 budget to increase GL 5050 Basin Maintenance by \$320,603.75 from the Groundwater Recharge Enterprise.

POTENTIAL MOTIONS

1. Authorize the General Manager to enter into a contract services agreement with Larry Jacinto Construction for spreading basin maintenance for a not to exceed amount of \$320,603.75, in the form attached, subject to revisions to amounts as may be negotiated by the General Manager and minor revisions as approved by General Counsel; amend the FY24 budget to increase GL 5050 Basin Maintenance by \$320,603.75 from the Groundwater Recharge Enterprise Reserve; and find the project to be exempt from CEQA review under title 14 CCR section 15301, relating to maintenance of existing facilities; and direct staff to file a Notice of Exemption accordingly.
2. Direct staff to conduct the proposed maintenance in FY25 as originally planned.
3. Provide other directions to staff.

ATTACHMENTS

Contract Services Agreement for Santa Ana Spreading Basin Maintenance

APPROVALS

Finance & Administration Committee
Operations Committee

CONTRACT SERVICES AGREEMENT

FOR

SANTA ANA SPREADING BASIN MAINTENANCE

THIS CONTRACT-SERVICES AGREEMENT FOR SANTA ANA SPREADING BASIN MAINTENANCE (“Agreement”) is made by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California special district (“District”), and **LARRY JACINTO CONSTRUCTION, INC.**, a California corporation (“Contractor”), and is effective upon signature by District and Contractor (collectively “the Parties”).

NOW THEREFORE, the Parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all the terms and conditions of this Agreement, Contractor shall complete the tasks described in the attached Scope of Services attached as “Exhibit A.” All excavation shall be within the existing District spreading basins as depicted in the mapping included with the Scope of Services, and all transportation of excavated material shall be limited to the existing haul road locations as depicted in the mapping attached to the Scope of Services. Hauled material shall be deposited in the areas identified in the Scope of Services only, and shall be stockpiled per specifications and directions as shall be provided to Contractor by District. Contractor shall be responsible for all water supplies needed to accomplish the dust suppression or other work in the Scope of Services, including any permits required to secure same. Contractor warrants that all work and services will be performed in a competent, professional, and satisfactory manner, consistent with standards of performance prevailing in Contractor’s industry.

1.2 Authorization to Begin. Contractor shall begin work or services upon receipt of a written Notice to Proceed from the District. No work or services other than that described in the Scope of Services shall be initiated by the Contractor without express authorization of the District and documented as a Change Order to this Agreement.

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

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

1.5 Time for Compliance. Contractor’s services shall be completed no later than Fifteen (15) days following the Notice to Proceed.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be paid a fee of three hundred and twenty thousand six hundred and three dollars and seventy-five cents (\$320,603.75) ("Contract Price"). Such amount shall be computed on a unit basis per the unit price rates provided in Attachment A hereto. Contractor shall provide to District certified daily counts of truckloads of material excavated and removed, along with aggregate totals since the inception of the work, which counts shall at all times be subject to field verification by District's Contract Officer or his or her designee. The total value amount of material excavated and removed shall not exceed the Contract Price without prior written authorization from the District's Contract Officer, and any invoices for material whose value exceeds the Contract Price, without prior written authorization of the District's Contract Officer, shall not be paid.

2.2 Method of Payment. Provided that Contractor is not in default under the terms of this Agreement, Contractor shall be paid upon completion the items described in the Scope of Services after submission of a written invoice, provided that before payment of the final invoice, all work authorized by District shall be completed, in a manner acceptable to the District.

2.3 Content of Invoices. Each invoice submitted by Contractor shall reflect the amount of work performed for each bid item, including quantities of material excavated, hauled, or otherwise removed. Invoices without this information shall not be paid.

2.4 Additional Work or Change Order. Any work performed by Contractor not specified in the Scope of Services shall not be paid for unless and until such work has been specifically directed by the District in writing, or approved in writing by the District after Contractor submits a written Change Order, detailing the work not earlier described within the Scope of Services that will be performed pursuant to the Change Order. The District, acting by and through the Contract Officer, may approve, partially approve, or disapprove any requested Change Order, in its sole and absolute discretion, provided, however, that the cumulative amount of additional expenditures under Change Order approvals permitted to be approved by the Contract officer shall not in any event exceed ten percent (10%) of the original Contract Sum, unless previously authorized by the District's Board of Directors.

3.0 COORDINATION OF WORK

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

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

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

3.4 Independent Contractor. Contractor shall perform all services required herein as an independent contractor of the District and shall remain at all times as to the District a wholly independent contractor. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise, or a joint venturer, or a member of any joint enterprise with Contractor. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District. Neither Contractor nor any of its employees shall, at any time, or in any way, be entitled to any sick leave, vacation, retirement, or other fringe benefits from District; and neither Contractor nor any of its employees shall be paid by District time and one-half for working in excess of forty (40) hours in any one week. District is under no obligation to withhold State and Federal tax deductions from Contractor's compensation. Neither Contractor nor any of Contractor's employees shall be included in the competitive service, have any property right to any position, or any of the rights an employee may have in the event of termination of this Agreement.

4.0 INSURANCE AND INDEMNIFICATION

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

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

4.1.2 Workers' Compensation and Employer's Liability Insurance. Contractor and all sub-contractors shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees employed directly by them or through approved sub-contractors in carrying out the work contemplated under this Agreement, all in accordance with the Workers' Compensation and Insurance Act, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance in the amount of, at least, \$1,000,000.00 per accident for bodily injury and disease.

4.1.3 Liability Insurance. Contractor shall provide and maintain at all times during the performance of this Agreement, the following commercial general liability insurance:

(a) Coverage. Coverage shall be at least as broad as the following:

(1) Commercial General Liability. Commercial General Liability coverage (Occurrence Form CG 0001) in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.

(2) Professional Liability. Professional Liability appropriate to Contractor's profession covering Contractor's wrongful acts, negligent actions, errors, or omissions in the amount of one million dollars (\$1,000,000.00) per claim and annual aggregate.

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

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

(d) Deductibles and Self-Insured Retention. Any deductible or self-insurance retention must be declared to and approved by District. At the District's option, the insurer shall reduce or eliminate such deductibles or self-insured retention.

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

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

(g) Sub-Contractors. In the event that Contractor is approved to employ other contractors as part of the services covered by this Agreement, it shall be

Contractor's responsibility to confirm that each sub-contractor meets the minimum insurance requirements specified above.

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

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

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

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

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

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

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

4.2.7

4.3 Laws, Regulations and Permits; Prevailing Wage. Contractor shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work, including laws relating to payment of prevailing wages. District has advised Contractor the services called for under this Agreement are subject to the payment of prevailing wages, and Contractor shall assure that all persons working on Contractor's behalf, and all approved subcontractors, pay such prevailing wages, and maintain such payroll and other records as are fully compliant with such requirements. District shall file with the California Department of Industrial

Relations (“DIR”) the applicable notice for the services to be provided hereunder, and shall provide the Contractor the DIR Project I.D. number for Contractor’s reporting and compliance obligations in connection therewith. Contractor shall be liable for all violations of the law in connection with work furnished by Contractor, including any fines, penalties, or interest related to same.

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

5.0 TERM OF AGREEMENT

5.1 Term. This Agreement shall be effective from date of signature of both Parties and shall continue in full force and effect until completion and approval of the work and services described hereunder, but no later than thirty (30) days from the date of the Notice to Proceed, unless extended by mutual consent, or until otherwise terminated under Section 6.11 below.

6.0 MISCELLANEOUS PROVISIONS

6.1 Covenant Against Discrimination. Contractor 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 in the performance of this Agreement. Contractor further covenants and agrees to comply with the terms of the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) as the same may be amended from time to time.

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

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

6.4 Notice. Unless otherwise provided herein, all notices required to be delivered under

this Agreement or under applicable law shall be personally delivered, or delivered by United States mail, prepaid, certified, return receipt requested, or by overnight document delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by overnight mail shall be effective at 5:00 p.m. on the business day following dispatch. Notices to the District and Contractor shall be delivered to the following addresses:

District	General Manager San Bernardino Valley Water Conservation District 1630 West Redlands Boulevard, Suite A Redlands, CA 92373-8032
Contractor	Latty Jacinto Construction, Inc. PO Box 615 Mentone, CA 92359

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement. The headings of sections and paragraphs of this Agreement are for convenience or reference only, and shall not be construed to limit or extend the meaning of the terms, covenants, and conditions of this Agreement.

6.6 Integration. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement.

6.7 Integration and Amendment. This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations or representations made by any party with respect to the subject matters encompassed herein. This Agreement may only be amended by the mutual consent of the Parties by an instrument in writing, signed by both parties.

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

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

6.10 Attorney's Fees. In any action between the Parties hereto seeking enforcement of any of the terms or provisions of this Agreement or in connection with the performance of the work hereunder, the party prevailing in the final judgment or other resolution in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to have and recover from the other party its reasonable costs and expenses including, but not limited to, reasonable attorneys fees, expert witness fees, and court costs. If either party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to its reasonable attorney's fees and costs from the other party to this Agreement.

6.11 Termination. The District may terminate this Agreement upon giving five (5) days' notice in writing to the Contractor. The indemnification provisions of Section 4.2 above shall survive termination, and any task undertaken by Contractor on written District authorization, and still uncompleted at the expiration of the notice period, shall be carried to completion by Contractor and paid for by District at rates provided hereunder, unless mutually agreed in writing to the contrary, in accordance with the provisions herein.

6.12 Mediation. In the event of disagreement as to termination procedures, Contractor and District shall meet and confer to resolve the issue. If the meet and confer process fails to resolve any controversy or claim arising out of or related to work performed under this Agreement, within five (5) business days after written notice by one party to the other identifying the nature of the dispute and requesting a meet and confer conference, such claim or controversy shall be submitted to non-binding mediation unless the Parties mutually agree otherwise. The submission to non-binding mediation shall be upon such terms, conditions, and procedures as the Parties might mutually agree, and shall not preclude the initiation or exercise of any other remedy, legal, equitable, or otherwise, available to any party. The mediation proceedings shall take place in San Bernardino County, California.

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

[Signature Page to Follow]

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

“DISTRICT”

**SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT**

By: _____

Betsy Miller

General Manager

Date: _____

APPROVED AS TO FORM:

By: _____

David B. Cosgrove, General Counsel

“CONTRACTOR”

_____.

By: _____

Date: _____

Santa Ana River Recharge Facility Maintenance Map

Coordinate System:
NAD 1983 StatePlane California V FIPS 0405 Feet
Projection: Lambert Conformal Conic
Datum: North American 1983
Source: SBVMWD, CASIL, SBVMWD
GIS Contact: Laura Torres
M:\Operations Maintenance Map\MC Facility Maintenance Map
April 15, 2024

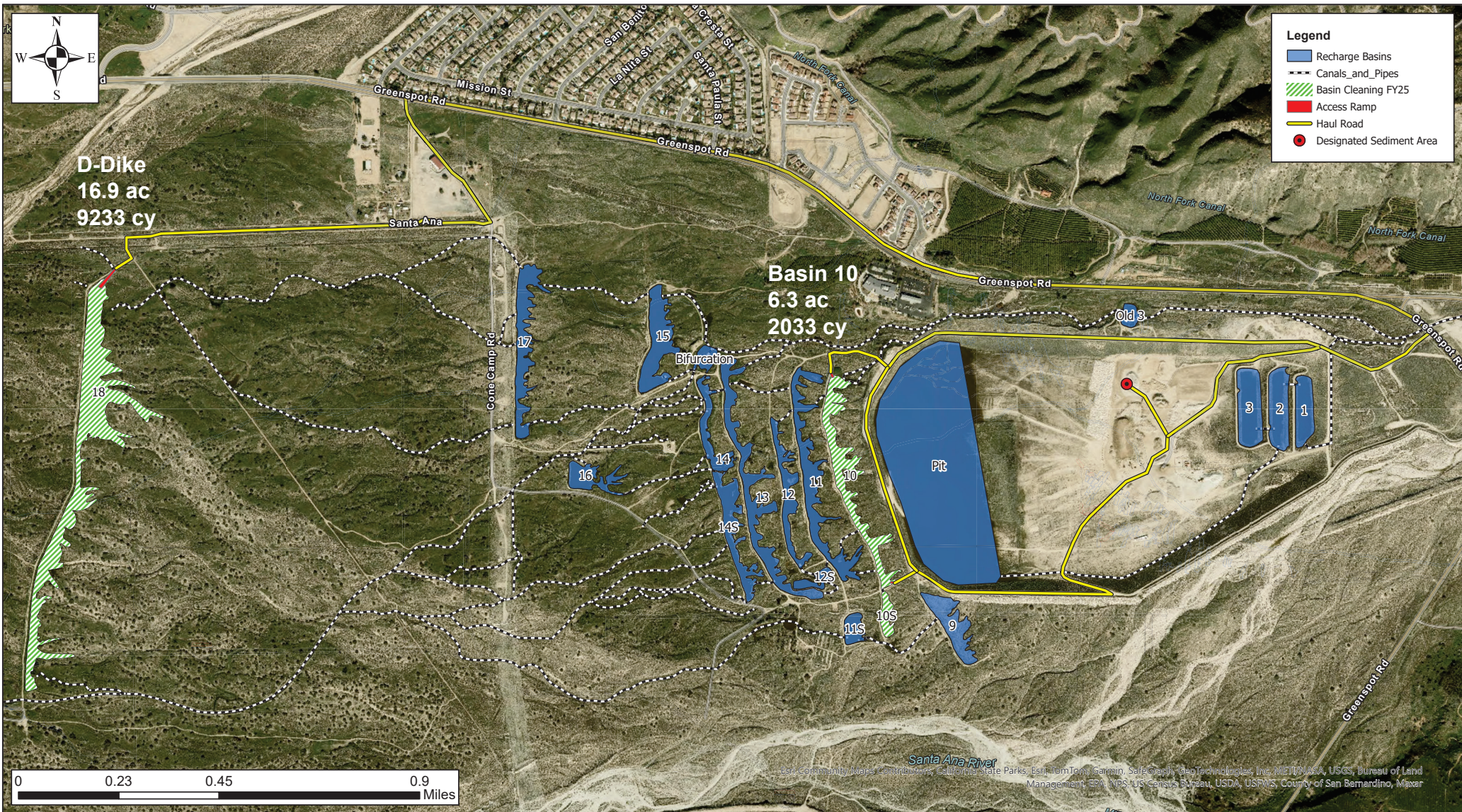


Exhibit A

SBV Water Conservation District
 Santa Ana River Spreading Facility
 Southeast of Seven Oaks Dam

May 7, 2024
 Proposal No.: C4-0512

Bid Description	Quantity	Units	Unit Price	Bid Total
PREVAILING WAGE				
*** BASIN 10 ***				
MOBILIZATION	1 LS	\$	2,300.00	\$ 2,300.00
EQUIPMENT TO BE USED 988 LOADER, 2 D8T, 3 ROCK TRUCKS, 235 EXCAVATOR				
DEMOBILIZATION	1 LS	\$	1,200.00	\$ 1,200.00
HAUL MATERIAL TO DESIGNATED SITE	2033 CY	\$	18.45	\$ 37,508.85
				\$ 41,008.85
*** D-DIKE ***				
MOBILIZATION	1 LS	\$	7,000.00	\$ 7,000.00
EQUIPMENT TO BE USED 988 LOADER, 2 D8T, 4 ROCK TRUCKS, 235 EXCAVATOR				
DEMOBILIZATION	1 LS	\$	3,100.00	\$ 3,100.00
HAUL MATERIAL TO DESIGNATED SITE	9233 CY	\$	21.65	\$ 199,894.45
				\$ 209,994.45
*** ALTERNATE ***				
2000 GAL. WATER TRUCK	1 DAY	\$	1,500.00	\$ 1,500.00
SBVWCD TO PROVIDE WATER				

CONDITIONS:

This proposal is based on the following bid documents:

Santa Ana River Recharge Facility Maintenance Map (FY25)

GENERAL CONDITIONS:

Bid is based on completing all work in one uninterrupted move in.

LARRY JACINTO CONSTRUCTION, INC.,

Bid excludes the cost of: permits, engineering and survey, inspections, testing, construction water, NPDES plan and compliance.

Bid includes erosion control during the rough grade process only. Responsibility for certified areas and installation of erosion control plan shall be the responsibility of others.

Price excludes removal or disposal of any unforeseeable subsurface debris, structures, or otherwise unsuitable materials. Excludes handling of any contaminated or hazardous materials.

Owner to provide and pay for a construction water source with a constant minimum supply of 750 gpm.

ROCK CLAUSES:

Excludes handling of non rippable or oversized rock.

Price excludes excavation of rock not productively rippable, (700 cy per hour minimum), by a Cat D10N dozer



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2027

To: Board of Directors

From: Betsy Miller, General Manager

Date: May 15, 2024

Subject: Mentone Shop Improvements Construction Budget and Contract Amendment

RECOMMENDATION

1. Approve an amendment to CS-NK Construction contract from \$313,373.40 to \$480,966.21.
2. Amend a contingency fund, not included in the agreement, to \$43,816 for the construction phase for verified quantity overruns based on unit prices.
3. Authorize the General Manager to approve the expenditure of the contract and contingency funds, if needed, and order any necessary changes or additions in work performed under the contract with CS-NK Construction.
4. Authorize the General Manager to spend up to \$98,000 to obtain permits; additional property fencing, general cabinetry, and shelving, fuel, and pesticide storage; and perform field testing.
5. Accept the quote from CS-NK Construction Services in the amount of \$34,740 for septic tank installation and permitting at the Mentone shop.

BACKGROUND AND DISCUSSION

The Mentone shop is located at 2181 Mentone Boulevard in Mentone, California. It includes one main building and five auxiliary sheds in various conditions; the building has power and running water but does not have a permanent restroom facility. This location serves as the main office for the District's field team, and typically houses the smaller equipment and light duty vehicles. In addition, this location includes a rental home and an open lot.

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

Following the start of construction on March 26, 2024, several cost increases have been identified due to requirements included in the project permits, which were received after the bid was accepted, escalations in materials and labor costs, and the addition of sidewalks and three roll-up door approach aprons.

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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

Betsy Miller

These cost increases are summarized below:

	Estimated project costs in 2022:	Current estimated project costs:
Building design build contract	\$294,065	\$438,163
Building contract contingency (10%)	\$29,406	\$43,816
Design phase contingency	\$7,000	\$7,000
Permits	\$6,000	\$6,000
Septic system	\$10,000	Moved to Contract
Water and electrical service	\$20,000 (to be performed by CS-NK)	\$27,303.02
Property fencing	\$15,000	\$12,367.88
Imported base material	\$3,000 (to be performed by Operations staff)	\$6,464.98
Building Demo (not including carport)	\$3,000 (to be performed by Operations staff)	\$5,000
General cabinetry and shelving	\$10,000	\$15,000
Fuel and pesticide storage	\$3,000	\$5,000
Field testing	\$25,000	\$20,556
Total Project Cost	\$425,500 (rounded)	\$586,671 (rounded)

Based on three quotes requested by the District on February 21, 2024, staff recommends selection of CS-NK Construction due to costs and responsiveness.

Company Name	Bid Cost	Bid Complete
California Pumping & Sanitation Inc	\$33,400	Yes
CS-NK Construction	\$34,740	Yes
Building 5 Septic, Inc	\$38,500	Yes

FISCAL IMPACT

Approval of this item would result in expenditure of an additional \$61,171 from Capital GL 7140 Mentone Property Shop, for a total project cost of \$586,671.

POTENTIAL MOTIONS

1. Approve an amendment to CS-NK Construction contract from \$313,373.40 to \$480,966.21. Amend a contingency fund, not included in the agreement, to \$43,816 for the construction phase for verified quantity overruns based on unit prices; Authorize the General Manager to approve the expenditure of the contract and contingency funds, if needed, and order any necessary changes or; Additions in work performed under the contract with CS-NK Construction; Authorize the General Manager to spend up to \$98,000 to obtain permits, additional property fencing, general cabinetry, and shelving, fuel, and pesticide storage; and perform field testing; Accept the quote from CS-NK Construction Services in the amount of \$34,740 for septic tank installation and permitting at the Mentone shop.
2. Refer the item to the Operations Committee, noting delays in the project schedule.

ATTACHMENTS

Amendment to Mentone Shop Project Design and Construction Services Agreement

AMENDMENT TO MENTONE SHOP PROJECT

DESIGN AND CONSTRUCTION SERVICES AGREEMENT

THIS AMENDMENT TO MENTONE SHOP PROJECT DESIGN AND CONSTRUCTION SERVICES AGREEMENT ("Amendment") is entered into this 15th day of May, 2024, by and between the **SAN BERNARDINO VALLEY WATER CONSERVATION DISTRICT**, a California Conservation District duly formed and existing under California Water Code sections 74000 et seq. ("District"), and **CS-NK Construction Services**, a California corporation ("Contractor").

NOW THEREFORE, the parties hereto agree as follows:

1. **Original Agreement.** District and Contractor entered that certain "Mentone Shop Project Design and Construction Services Agreement ("Original Agreement") on or about April 21, 2022. The Original Agreement was a design/build agreement for the District's Mentone Shop Project, as more specifically described therein ("Project"). The amount of the Original Agreement was Three Hundred Thirteen Thousand Three Hundred Seventy-Three dollars and Forty cents (\$313,373.40).
2. **Prior Change Orders.** The Contractor requested, and the District approved, prior change orders to the Original Agreement in the amount of Twenty-Three Thousand Four Hundred Ninety-Four dollars and Eighty-One cents (\$23,494.81).
3. **Extra Work.** The parties have determined that to meet permitting requirements attending the Project, extra work will be necessary. This extra work consists of the following, at the following contract amounts, as shown in Exhibit A:
 - a. Subgrade Prep: Sub ex Approximation 66 x 42 Pad 3 1/2 ft deep, recompact up to finish grade for new building. SBVWCD supplied material. **Lump Sum Cost: Thirty-Six Thousand Seven Hundred Forty dollars (\$36,740.00).**
 - b. Foundation: Install approximately 21,000 sq ft foundation Slab 6" thick 1/2 Rebar 18" on center 190LF 16" x 12" perimeter footing 2-#4 Rebar top and bottom 12 Pad footings with #5 Rebar. This Includes 6" slab footings, pier footings, and sidewalks around the building's beam footings, which were upsized due to county permits. **Lump Sum Cost: Forty-Five Thousand Four Hundred Eighty-Four dollars (\$45,484.00).**
 - c. Rollup Door Approach Apron: Three aprons 20 ft x 21 ft x 0.5 ft. **Lump Sum Cost: Twenty-Six Thousand Eight Hundred Seventy-Seven dollars (\$26,877.00).**
 - d. Septic: New item added to contract and the increased cost of labor and materials. **Lump Sum Cost: Thirty-Four Thousand Seven Hundred Forty dollars (\$34,740.00).**
 - e. Fixtures: Increase cost of labor and material. **Lump Sum Cost: Two Hundred Fifty-Seven dollars (\$257.00).**

4. **Total Extra Work.** The total amount of new extra work on the Original Agreement totals **One Hundred Sixty-Seven Thousand Five Hundred Ninety-Two dollars and Eighty-One Cents (\$167,592.81)**. Contractor shall perform the extra work so specified, and the District shall pay the extra work amounts therefor, pursuant to the processes and procedures specified in the Original Agreement. The new total amount of the Original Agreement, as modified by this Amendment, is **Four Hundred Eighty Thousand Nine Hundred Sixty-Six dollars and Twenty-One Cents (\$480,966.21)**.
5. **Remainder of Original Agreement Unaffected.** Except for the addition of the extra work specified herein and modification of the contract payment amounts therefor, the Original Agreement remains in full force and effect, and with the addition of the extra work provided for herein and the previously approved change orders, valid in all its particulars.

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

San Bernardino Valley Water Conservation District: **CS-NK Constructors:**

Signature: _____

Signature: _____

Printed Name: Melody McDonald

Printed Name: _____

Title: President

Title: _____

Date of Execution: _____

Date of Execution: _____

Quantity	Units	Description	Authorized Amount	Updated Amount
		BASE BID DESCRIPTION		
1	LS	Preliminary & Final Engineering	\$ 30,000	\$ 30,000
1	LS	Permitting	\$ 5,000	\$ 5,000
1	LS	Clearing and Grubbing	\$ 8,932	\$ 8,932
1	LS	Grading / Subgrade Prep / BMP's (incl over-ex and re-compaction)	\$ 19,128	\$ 55,868
1	LS	Foundation (including footings)	\$ 29,366	\$ 74,850
1	LS	Plumbing and Electrical stub outs	\$ 16,809	\$ 16,809
1	LS	Pre-Engineered Metal Building w/ Rollup Doors	\$ 122,162	\$ 122,162
1	LS	Pre-Engineered Metal Building Insulation	\$ 10,775	\$ 10,775
3	LS	Rollup Door Approach Apron	-	\$ 26,877
		Total Base Items	\$ 242,172	\$ 351,273
		ADD / DEDUCT ITEMS (NOT REQUIRED)		
1	LS	Interior Walls	\$ 11,343	\$ 11,343
1	LS	Doors and windows (other than rollup Doors) (see schedule)	\$ 2,404	\$ 2,404
1	LS	Plumbing (complete schedule next sheet)	\$ 4,075	\$ 4,075
1	LS	Electrical	\$ 14,255	\$ 14,255
1	LS	Septic	-	\$ 34,740
1	LS	Fixtures (complete schedule next sheet)	\$ 2,789	\$ 3,046
1	LS	Perimeter Walls Interior Lining	\$ 7,843	\$ 7,843
1	LS	*Items for identified in project plans or specifications. Contractor to submit detailed description with bid	\$ 3,551	\$ 3,551
1	LS	Other cost not listed in bid or cost that cannot be attached to a single bid item (Incl Bonds)	\$ 5,633	\$ 5,633
		Total Add / Deduct Items	\$ 51,893	\$ 86,890
		TOTAL BID	\$ 294,065	\$ 438,163

Proposal acceptance cost				
		ESTIMATE WATER AND ELECTRICAL SERVICE CONSTRUCTION	Authorized Amount	Updated Amount
1	LS	Equipment rental, trencher	\$ 2,675.00	\$ 2,675.00
1	LS	Provide material & labor to run 1" PVC pipe w/sleeve from corner of sidewalk and driveway across front of house then downside of house to new structure.	\$ 3,455.85	\$ 3,455.85
1	LS	Tap into meter at street (if needed)	\$ 1,650.00	\$ 1,650.00
1	LS	Provide material and labor to change out electrical panel on existing power pole and bury new electrical lines underground in 3" electrical power PVC pipe	\$ 8,344.67	\$ 8,344.67
1	LS	Run new electrical lines from house to existing power pole (if needed)	\$ 1,855.00	\$ 1,855.00
1	LS	One (1) helper for electrician 3-8hour days. Prevailing wage.	\$ 1,327.88	\$ 1,327.88
		Total Add / Deduct Items	\$ 19,308.40	\$ 19,308.40
		TOTAL BID	\$ 313,373.40	\$ 457,471.40

		Change Order #1		\$23,494.81
		Total Cost After Change Order #1		\$480,966.21



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2028

To: Board of Directors

From: Betsy Miller, General Manager

Date: May 15, 2024

Subject: U.S. Bureau of Reclamation WaterSmart Planning and Project Design Grant Application and Matching Funds

RECOMMENDATION

Adopt Resolution No. 623 and authorize the use of budgeted costs for appropriate tasks as matching funds for the U.S. Bureau of Reclamation WaterSmart Planning and Project Design Grant, up to a total of \$359,322 in FY24, FY25, and FY26.

BACKGROUND AND DISCUSSION

On August 7, 2023, the U.S. Bureau of Reclamation posted a Notice of Funding Opportunity for their WaterSmart Planning and Project Design Grants for FY 2023 and FY 2024, which provides funding for collaborative planning and design projects to support water management improvements. After review, staff believes this grant program represents an excellent opportunity to obtain funding in support of the Mill Creek Program for Expansion of Recharge Capacity (PERC) project, including planning and design tasks included in the Contract Services Agreement with Q3 Consulting executed on March 24, 2022. Specifically, project management, hydrology, hydraulics, drain time and recharge analysis, sediment transport analysis, field survey and topographic mapping, geotechnical site investigation, preliminary design plans, and evaluation of preliminary design results work completed after August 7, 2023, are eligible for reimbursement under this grant.

On April 17, 2024, the Operations Committee reviewed the proposed grant approach and indicated their support for the submission of an application for this grant.

Staff recommends that the Board consider adoption of Resolution No. 623 which is required for grant application and award. In addition, staff recommends that the Board consider authorizing up to \$359,322 from Capital GL 7126, PERC Engineering/Professional Services, of funds in the FY24, FY25 and FY26 budgets as a match in order to meet the 50% match requirement of the U.S. Bureau of Reclamation WaterSmart Planning and Design Grant.

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BOARD OF DIRECTORS

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Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

GENERAL MANAGER

Betsy Miller

FISCAL IMPACT

Approval of this item would result in the expenditure of up to \$24,650 under the Professional Services Agreement for Grant Funding Support for PERC with WSC, executed on April 4, 2023, to support the preparation of the grant application. In addition, approximately \$4,500 in staff time is estimated to be needed to prepare grant application materials in coordination with WSC.

If selected for award, the District would receive reimbursement of up to \$359,322 for contract costs expended under Capital GL 7126, PERC Engineering/Professional Services in FY24, FY25, and FY26.

POTENTIAL MOTIONS

1. Adopt Resolution No. 623 and authorize the use of \$359,322 in contract costs in FY24, FY25, and FY26 under Capital GL 7126, PERC Engineering/Professional Services as matching funds for the U.S. Bureau of Reclamation WaterSmart Planning and Design Grant.
2. Provide other directions to staff.

ATTACHMENTS

Resolution No. 623

RESOLUTION NO. 623
A RESOLUTION AUTHORIZING
THE GENERAL MANAGER OF THE SAN BERNARDINO VALLEY WATER
CONSERVATION DISTRICT
TO FILE AN APPLICATION FOR A UNITED STATES BUREAU OF RECLAMATION
WATERSMART PLANNING AND DESIGN GRANT, INCLUDING PROVIDING
NECESSARY ASSURANCES REQUIRED AS PART OF THE APPLICATION PROCESS,
AND COMMITTING TO PROVIDE MATCHING FUNDS THEREFOR

WHEREAS, San Bernardino Valley Water Conservation District, hereinafter called "District," is a water conservation district duly organized and existing under the Water Conservation District Law of 1931, Sections 74000 et. seq. of the Water Code; and

WHEREAS, the District has received and reviewed a Notice of Funding Opportunity from the United States Bureau of Reclamation ("USBR") for a WaterSmart Planning and Design Grant program ("Grant"), through which USBR provides funding to non-Federal entities for the development of tools and information to support water management for multiple uses. Grant-eligible projects include the development of modeling and forecasting tools, hydrologic data platforms, and new data sets; and

WHEREAS, the District desires to pursue certain funding opportunities through the Grant to support the Mill Creek Program for Expansion of Recharge Capacity (PERC) project, including project management, hydrology, hydraulics, drain time and recharge analysis, sediment transport analysis, field survey, and topographic mapping, geotechnical site investigation, preliminary design plans, and evaluation of preliminary design results work completed after August 7, 2023; and

WHEREAS, the Grant application process requires a resolution from the District's governing body authorizing and supporting the filing of a Grant Application, identifying the District official with signature authority to enter into a Grant-related agreement, and committing to work with USBR to meet established deadlines for entering into a grant or cooperative agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Valley Water Conservation District as follows:

Section 1. The Board hereby supports and authorizes the submission of an application for funding under the Grant, and affirms its commitment to provide all required matching funding thereunder in the event the Grant application is successful.

Section 2. The District's General Manager, Ms. Betsy Miller, is hereby authorized by the Board to file an application for the Grant, and is delegated the authority to sign all required Grant application materials needed for the consideration of Grant funding, including funding agreements, memoranda of understanding, and appropriate assurances concerning lobbying, compliance with federal laws and policies, and enter into, any required funding agreements as may be necessary to secure Grant funding; and

Section 3. The General Manager, and her designee(s), are hereby authorized and directed in the name of and on behalf of the District to take all actions and to make and execute any and all appropriate assurances, certificates, requisitions, agreements, notices, consents, warrants and other documents, which they, or any of them, might deem necessary or appropriate in order to accomplish

the purposes of this Resolution, and otherwise to commit the District to the financial and legal obligations associated with receipt of a financial assistance award under the Grant.

Section 4. The undersigned, Betsy Miller, certifies that she is duly appointed General Manager/Secretary of this District, and that the above is a true and correct copy of the Resolution that was duly adopted at a meeting of the Board of Directors, which was held in accordance with State law.

Section 5. This Resolution shall take effect at the earliest date permitted by law.

PASSED AND ADOPTED by the San Bernardino Valley Water Conservation District Board of Directors at a regular meeting of said Board held on the 15th day of May 2024, by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

Melody McDonald
President

ATTEST:

Betsy Miller
General Manager/Board Secretary



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

Memorandum No. 2029

To: Board of Directors

From: Finance & Administration Committee
Betsy Miller, General Manager

Date: May 15, 2024

Subject: District Enterprise Budget Approval for Fiscal Year 2024-2025

RECOMMENDATION

The Finance & Administration Committee recommends the Board approve the FY25 District Enterprise Budget as presented with incorporated changes from the Budget Workshop held on April 24, 2024, and adopt Resolution No. 624 to authorize a prior period adjustment for the Upper Santa Ana River Wash Habitat Conservation Plan to remove certain administrative expenses from those costs reimbursed to the District through issuance or other reimbursable costs and assign those costs to the District.

BACKGROUND

Each year, San Bernardino Valley Water Conservation District (District) staff prepares revenue and expense estimates for the Groundwater Enterprise in February to support Board action on a proposed Groundwater Charge amount for public notice purposes. Based on this analysis, the Board noticed a 5% increase in the Groundwater Charge using the current unitary groundwater rate in the newspaper and via mail to groundwater producers, with opportunities for community input and feedback at both a public meeting and a Board hearing to determine the annual Groundwater Charge. The remainder of the budget is prepared based on a similar analysis of the other enterprise funds and Board priorities.

DISCUSSION

Based on the three quarters of the current fiscal year, staff has prepared a projected budget for each enterprise along with updated capital expenses. The Board reviewed the draft budget at the Budget Workshop on April 24, 2024; based on feedback at the workshop, the following revisions have been incorporated into the final FY25 budget:

- Budgeted numbers were rounded to the nearest dollar.
- Groundwater Council GLs for both revenue and expenses were removed due to the cessation of the Groundwater Council.
- GL 4065 Redlands Plaza revenue was re-reviewed by staff, and no changes were needed.
- GL 5080 LAFCO Contributions was updated per the County of San Bernardino's proposed budget.
- GL 6016 Redlands Plaza Maintenance was increased by \$5,000 to allow for unforeseen repairs.
- Shared benefit percentages were reviewed/updated based on current salary expenses by enterprise.

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GENERAL MANAGER

Betsy Miller

- Legal Counsel's salary was re-adjusted across funds based on expected workload allocation.
- GL 9999 Contribution toward Capital Maintenance was reduced in the General Fund to offset the General Fund's increased percentage of benefit expenses.

Budget Approach and Assumptions

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

- Utilize the Groundwater Enterprise Budget to develop the proposed Groundwater Charge.
- Review the draft budget with the Finance & Administration Committee and a Board workshop before submitting it to the Board for approval.
- Solicit public feedback in public meetings such as a public meeting, public hearing, Board workshop and Board meetings.

The budget process used for FY25 followed that used for previous budgets, including the following specific assumptions:

Revenue:

- Groundwater Charge revenue is based on actual charges paid/pumping during the prior two years
- Property tax is estimated from FY24 actual receipts.
- Mining revenue is estimated based on lease-guaranteed annual minimum payments.
- Interest revenue is based on conservative investment forecasts.
- Expansion of Recharge Capacity (PERC) (formerly ARTP) revenue is on interest and capital income needed to complete existing contracts and new work planned for FY25.
- Wash Plan revenue is based on 4% interest generated on the Wash Plan endowment held by the Conservation Trust.

Expenses:

- Expenses are estimated at zero or actual costs/estimates modified based on specific needs and actual FY24 costs.
- Board administrative costs and staff COLA increases are based on the Bureau of Labor Statistics CPI-U All West December 2023 rate of 3.6% (https://www.bls.gov/regions/west/news-release/consumerpriceindex_west.htm).
- Utilities increase between 0-15%, based on sector CPI or projected rate changes.
- The salary forecast includes a raise pool of up to 5% as a percentage of total salaries.
- Miscellaneous expenses generally increase by 5% when no other basis is available.
- Expenses related directly to the Groundwater Council have been removed.
- Annual permit fees for state and waters permits for Santa Ana Groundwater Recharge Facility operations & maintenance.
- Year 5 of Upper Santa Ana River Wash HCP Implementation.
- Basin cleaning and maintenance at the Mill Creek and Santa Ana Groundwater Recharge Facilities, including equipment rentals and contracted work, following significant recharge during multiple high precipitation years; includes \$185,000 from Groundwater Recharge Enterprise Reserve.
- Memberships have increased approximately 40% to allow for additional opportunities.

Capital Improvement Projects

CIP expenses are incorporated into the annual operating budget to account for specific instances where operating revenue is paid to capital projects, and capital funding covers annual costs such as salaries. Capital Improvement Projects scheduled for planning, permitting, and/or construction in FY25 include:

- Completion of PERC feasibility studies.
- Initiation of final design for early lead PERC project(s).
- Installation of the Mill Creek North Canal Flume Flow Meter.
- Permits for the Mill Creek Groundwater Recharge Facility.
- Initial Wash Plan trails tasks.

Construction of the Mill Creek Diversion Project was completed in FY24. Final project costs include \$456,799 in Design and Permitting-, \$1,593,589 in construction-, and -\$176,459 in staff salaries/mileage, for a total of \$2,226,847. The project was completed with contractual costs under budget in the amount of \$92,437. Minor adjustments may be made in the final capitalization of the project. Following discussion with our auditors and financial analyst consultants, the remaining project-specific mitigation and monitoring costs for the Mill Creek Diversion Project will remain in the CIP budget until it is completed to ensure transparency of total project costs. These expenditures will be expensed at year-end rather than being capitalized as a part of the completed fixed asset.

Salary and Benefits

Following the retirement of the PERC Engineer retired annuitant, the Senior Engineer/Project Manager is budgeted as an FTE in the FY25 budget.

Staffing needs related to the operations of the new Enhanced Recharge basins will be evaluated throughout FY25 and, if necessary, included in the proposed FY26 budget.

Groundwater Enterprise

The Groundwater Enterprise fund revenue has met its expenditures for the past seven years, with reserves used to fund significant maintenance following high recharge years in FY23 and FY24.

Groundwater Council and the Sustainability and Replenishment Component of the Groundwater Charge

Beginning in 2018, the Groundwater Council (GC) provided an alternate method for members to pay a fair share towards the District groundwater recharge operations costs, previously paid through the Groundwater Charge, with GC revenue reflected in the District's budgets from FY19-FY24. With the cessation of the GC planned for June 2024, the Groundwater Council Revenue and Groundwater Council Passthrough lines are not included in the FY25 budget, with all producer revenue now being collected through the Groundwater Charge.

As part of the FY22 rate setting process, the Board approved a request from the GC to include a Replenishment/Sustainability component in the Groundwater Charge to provide equity on costs of basin-benefitting water supply and recharge enhancement between GC members and non-members. After collection, this portion of the Groundwater Charge was paid to the San Bernardino Valley Municipal Water District to purchase imported water for groundwater recharge. With the cessation of the GC planned for June 2024, the Sustainability Component of the Groundwater Charge will not be collected in FY25.

Wash Plan Issuance Costs and Implementation

The expenses for the Brownstein Hyatt contract, which extended from April 2019 to August 2023, include \$415,000 charged through June 2021. The Board memo that recommended hiring Brownstein Hyatt, dated April 10, 2019, noted that "The cost of the agreement (\$15,375 per month) is expected to be included in the issuance costs for the Wash Plan"; however, these costs were not presented to or discussed by the Wash Plan Task Force. Therefore, staff recommends approval of Resolution No. 624 to authorize a prior period adjustment for the District to accept responsibility for these costs, thereby reducing the liability the Trust owes the District. Adjustment of these expenses will not affect the District reserves as they have already been accounted for under Land Resources in prior years.

FY25 is the fifth year of the implementation of the Wash Plan. Jump-start costs (\$33,000 per Wash Plan Table 7-5) and endowment earnings at four percent interest (\$87,255) are available for expenditure to implement the Wash Plan. Not all Wash Plan Participating Entities have paid endowment funds at this time, resulting in a short-fall of approximately \$300,000 below what is needed to fulfill planned Wash Plan tasks for FY25. If additional Wash Plan endowment funds are deposited with the San Bernardino Valley Conservation Trust before or during FY25, staff will bring a budget adjustment to the Board to account for additional revenue and expenses.

Other Income*Community Mitigation Program*

The San Bernardino Valley Conservation Trust has been contracted by the San Bernardino County Transportation Authority to support the implementation of certain mitigation measures required by CDFW for a take permit under the California Endangered Species Act. The Trust reimburses District staff time for these efforts, with \$15,000 budgeted for salary reimbursements for this project in FY25.

Grants

The District has been selected for the award of a U.S. Bureau of Reclamation WaterSmart Applied Science grant, which includes funds for consultants, academic partners, and District staff salaries. In FY25, \$54,000 is budgeted for Miscellaneous Income to offset costs in Professional Services, and \$37,373 is budgeted for Project Salary Reimbursement.

POLICY CONSIDERATIONS

The proposed budget presented to the Board today incorporates comments received at the Board's April 24, 2024, Budget Workshop, the District's adopted policies, Board priorities and directives, and the Board's prior action on the Groundwater Charge.

FISCAL IMPACT

Approval of the proposed FY25 budget would result in annual operating expenditures of up to \$4,544,962 from July 1, 2024, to June 30, 2025, and an additional \$4,750,921 in CIP expenses authorized for expenditure during the same period. As proposed, the District's FY25 revenues and \$185,000 in reserves to cover significant facilities maintenance needs following high rainfall years are sufficient to support the proposed FY25 expenditures.

POTENTIAL MOTIONS

1. Approve the FY25 District Enterprise Budget as presented with incorporated changes from the Budget Workshop held on April 24, 2024, and adopt Resolution No. 624 to authorize a prior period adjustment for the Upper Santa Ana River Wash Habitat Conservation Plan to remove certain administrative expenses from those costs reimbursed to the District through issuance or other reimbursable costs and assign those costs to the District.
2. Approve the FY25 budget with specific changes, and adopt Resolution No. 624 to authorize a prior period adjustment for the Upper Santa Ana River Wash Habitat Conservation Plan to remove certain administrative expenses from those costs reimbursed to the District through issuance or other reimbursable costs and assign those costs to the District.
3. Provide feedback to staff and request that a revised budget be presented for approval on June 12, 2024.

ATTACHMENTS

Attachment 1 – Draft District Enterprise Budget for FY25

Attachment 2 – Capital Improvement Program Budget for FY25

Attachment 3 – Projected Reserve Balances as of June 30, 2024

Attachment 4 – Memberships List

Attachment 5 – Resolution No. 624 Wash Plan Budget Prior Period Adjustment for Brownstein Hyatt

APPROVALS

Finance & Administration Committee

Attachment 1 – Draft District Enterprise Budget for FY25

GL ACCT: GL DESCRIPTION:		Approved	Projected			GENERAL FUND		GROUNDWATER RECHARGE ENTERPRISE			REDLANDS PLAZA & LEASED PROPERTY- MENTONE HOUSE			LAND RESOURCES			PERC			WASH PLAN & TRUST SUPPORT			
Draft 2024-2025 Budget		2023-2024 Budget	Annual Costs (7/1/23- 6/30/24)	Increase/ Decrease	Draft 2024- 2025 Budget	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:
INCOME:																							
4012	INTEREST INCOME-LAIF	0.00	1,025	0	0	0	100%		0			0			0			0			0		
4013	INTEREST INCOME-CALTRUST	99,038.99	71,316	-99,039	0	0	100%		0			0			0			0			0		
4015	INTEREST INCOME-UBS	510,000.00	1,270,636	765,000	1,275,000	357,506		3% of \$5M + 25% PER	73,744		Shared Interest	0			0			843,750			0		
4016	INTEREST INCOME CAMP	562,000.00	470,000	-177,000	385,000	163,728		4.5% of \$3M + 25% PER	33,773		Shared Interest	0			0			187,500		5% of \$5M -25%	0		
4017	PERC CAPITAL INCOME	171,900.00	0	-171,900	0	0	10%		0			0			0			0		90%	0		
4022	GROUNDWATER CHARGE	753,061.42	753,061	687,288	1,440,349	0			1,440,349	100%	5% increase	0			0			0			0		
4031	PLANT SITE CEMEX	48,000.00	48,000	0	48,000	0		Agreement	0			0			48,000	100%	PER LEASE MIN	0			0		
4032	CEMEX - ROYALTY/LEASE	600,000.00	974,248	0	600,000	0		Estimated sales	0			0			600,000	100%	Per Lease Agrmt	0			0		
4036	AGGREGATE MAINTENANCE	60,000.00	70,000	5,000	65,000	0			0			0			65,000	100%	Estimate	0			0		
4040	MISCELLANEOUS INCOME	10,000.00	3,500	54,000	64,000	7,500		Estimated	54,000		Bureau of Rec grant funds	0			2,500		Estimate	0			0		
4043	PROJECT SALARY REIMBURSEMENT	15,000.00	22,000	37,374	52,374	0			37,374			0			15,000			0			0		
4050	PROPERTY TAX	141,479.29	193,685	28,296	169,775	169,775	100%	+20%	0			0			0			0			0		
4051	WASH PLAN TRAILS	66,000.00	0	0	66,000	0			0			0			66,000	100%		0			0		
4055	SBVMWD LEASE AGREEMENT	483,213.76	479,961	19,329	502,542	226,144	45%	+1.4% CPI	276,398	55%		0			0			0			0		
4062	MENTONE PROPERTY INCOME	100.00	100	0	100	0			0			100	100%	PER LEASE	0			0			0		
4065	REDLANDS PLAZA	206,160.35	160,733	-4,998	201,162	0			0			201,162	100%	Est. via revised leases	0			0			0		
4066	REDLANDS PLAZA CAM	46,621.41	46,684	932	47,554	0			0			47,554	100%		0			0			0		
4025	WASH PLAN REVENUE	374,450.00	414,411	-254,195	120,255	0			0			0			0			0			120,255	100%	
	GW Recharge Enterprise Reserve	110,000.00	110,000		185,000	0			185,000	100%		0			0			0			0		
4998	RATE STABILIZATION *From Reserves		0	0	0	0			0	100%		0			0			0			0		
4999	TRUST REIMBURSEMENT WP	225,000.00	1,566,154	-225,000	0	0			0			0			0			0			0	100%	Trust proceed
TOTAL INCOME:		5,474,923.97	7,609,137	-327,812	5,222,112	924,653			2,100,637			248,816			796,500			1,031,250			120,255		Or Comm. Mi
EXPENSES:																							
5080	LAFCO CONTRIBUTION/FEES	2,056.95	2,048	523	2,580	2,580	100%	LAFCO Charges	0			0			0			0			0		
5120	PROFESSIONAL SERVICES	539,625.00	322,241	-62,125	477,500	50,000			255,000		Consulting Services	0			172,500			0			0		
5122	WASH PLAN PROF. SERVICES	28,000.00	20,000	-28,000	0	0			0			0			0			0			0	100%	
5123	WASH PLAN IMPLEMENTATON	329,700.00	329,700	-242,110	87,590	0			0			0			0			0			87,590	100%	
5125	ENGINEERING SERVICES	35,000.00	17,500	0	35,000	0			35,000	100%		0			0			0			0		
5127	PROJECT ACCOUNTING SERVICES	5,000.00	5,000	2,500	7,500	1,500	20%		0			0			0			6,000	80%		0		
5130	AERIAL PHOTO/SURVEYING/MARKET	2,425.50	2,426	121	2,547	0			0			0			2,547	100%		0			0		
5133	Regional River HCP Contribution	30,000.00	30,000	0	30,000	0			24,000	80%		0			6,000	20%		0			0		
5155	WP TRAILS SERVICES	100,000.00	10,000	0	100,000	0			0			0			100,000	100%	Dst/Cemex/Rob	0			0		
5160	IT SUPPORT	45,625.00	40,486	-11,125	34,500	10,350	30%		15,525	45%	Share by need	0			3,450	10%		3,450	10%		1,725	5%	
5170	AUDIT	28,500.00	29,800	2,850	31,350	4,703	15%	Based on Revenue	13,794	44%	Share based on Revenue	1,568	5%	Based on Revenue	5,016	16%	Based on Rev.	6,270	20%	Based on Rev	0		
5180	LEGAL	25,000.00	25,000	0	25,000	6,250	25%	Litigation on SOD	6,250	25%	GC and COE Litigation	0			5,000	20%	Agreements	7,500	30%		0		
FIELD OPERATIONS:																							
5210	EQUIPMENT MAINTENANCE	8,528.40	22,000	6,472	15,000	0	0%		15,000	100%	based on average actual	0			0			0			0		
5215	PROPERTY MAINTENANCE	40,000.00	25,000	0	40,000	0	0%		32,000	80%		0			8,000	20%	Tamerisk	0			0		
5223	TEMP FIELD LABOR	10,000.00	10,000	0	10,000	0	0%		10,000	100%	Invasive and canal cleaning	0			0			0			0		
5225	FIELD CLEAN UP-DUMPING/VECTOR	60,000.00	60,000	0	60,000	0	0%		36,000	60%		0			24,000	40%		0			0		
5050	BASIN CLEANING	250,000.00	250,000	0	250,000	0	0%		250,000	100%								0					
VEHICLE OPERATIONS:																							
5310	VEHICLE MAINTENANCE	9,240.00	9,240	1,386	10,626	0	0%		10,626	100%		0			0			0			0		
5320	FUEL	21,560.77	31,561	13,439	35,000	0	0%		35,000	100%	Based on FY 23 Actuals	0			0			0			0		
UTILITIES:				0																			
5410	ALARM SERVICE	1,200.00	1,000	60	1,260	504	40%		504	40%	FACILITIES SHARE	0			0			252	20%		0		
5420	ELECTRICITY	10,815.69	8,850	216	11,032	3,089	28%		2,206	20%	FACILITIES SHARE	4,633	42%		0			1,103	10%		0		
5430	MOBILE PHONES	7,150.00	6,500	358	7,508	1,877	25%		3,754	50%	FACILITIES SHARE	0			751	10%		1,126	15%		0		
5440	TELEPHONE	3,000.00	3,500	240	3,240	1,944	60%		810	25%	FACILITIES SHARE	0			0			486	15%		0		
5450	NATURAL GAS	2,730.00	2,000	-380	2,350	1,175	50%		705	30%	FACILITIES SHARE	0			0			470	20%		0		
5460	WATER / TRASH / SEWER	3,904.11	4,669	586	4,490	2,020	45%		1,571	35%	FACILITIES SHARE	0			449	10%		449	10%		0		
5470	INTERNET SERVICES	2,832.50	3,866	425	3,257	1,466	45%		814	25%	FACILITIES SHARE	163	5%		489	15%		326	10%		0		
GENERAL ADMINISTRATION:																							
6001	GENERAL ADMIN-OTHER	6,000.00	6,000	0	6,000	3,000	50%		3,000	50%	ESTIMATE BY USE	0			0			0			0		
6002	WEBSITE ADMINISTRATION	6,000.00	5,000	300	6,300</																		

GL ACCT: GL DESCRIPTION:		Approved	Projected	Increase/ Decrease	Draft 2024- 2025 Budget	GENERAL FUND			GROUNDWATER RECHARGE ENTERPRISE			REDLANDS PLAZA & LEASED PROPERTY- MENTONE HOUSE			LAND RESOURCES			PERC			WASH PLAN & TRUST SUPPORT		
Draft 2024-2025 Budget		2023-2024 Budget	Annual Costs (7/1/23- 6/30/24)			2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:
6009	LICENSES	2,000.00	1,911	0	2,000	200	10%		1,600	80%		0			0			200	10%		0		
6010	SURETY BOND	1,900.00	1,815	0	1,900	0	0%		0			0			1,900	100%		0			0		
6012	OFFICE MAINTENANCE	10,000.00	11,000	0	10,000	4,000	40%		0			6,000	60%	upkeep	0			0			0		
6013	OFFICE LEASE PAYMENT	50,000.00	50,000	0	50,000	17,500	35%		10,000	20%	Share by allocation	5,000	10%		10,000	20%		7,500	15%		0		
6015	MENTONE HOUSE MAINTENANCE	4,000.00	2,000	0	4,000	0	0%		0			4,000	100%		0			0			0		
6016	REDLANDS PLAZA MAINTENANCE	47,000.00	20,000	-27,000	20,000	0	0%		0			20,000	100%	ADJUST FOR CAM	0			0			0		
6026	REDLANDS PLAZA CAM EXPENSES	42,861.03	42,861	4,693	47,554	0	0%		0			47,554	100%	ADJUST FOR CAM	0			0			0		
6018	JANITORIAL SERVICES	10,500.00	10,000	60	10,560	10,560	100%		0			0	0%		0			0			0		
6019	JANITORIAL SUPPLIES	375.00	750	75	450	270	60%		180	40%	FACILITIES SHARE	0			0			0			0		
6020	VACANCY MARKETING-RP	5,000.00	5,000	0	5,000	0			0			5,000	100%	RENTAL SUPPORT	0			0			0		
6024	COMPUTER HARDWARE	3,000.00	3,000	150	3,150	866	28%		1,969	63%	FACILITIES SHARE	315	10%		0			0			0		
6027	COMPUTER SOFTWARE	23,250.00	15,000	0	23,250	8,835	38%		2,325	10%	FACILITIES SHARE	3,488	15%		3,488	15%		3,953	17%		1,163	5%	
6030	OFFICE SUPPLIES	12,100.00	8,000	-2,100	10,000	3,000	30%		2,000	20%	FACILITIES SHARE	1,000	10%		1,500	15%		2,000	20%		500	5%	
6033	OFFICE EQUIPMENT RENTAL	8,000.00	7,000	100	8,100	6,075	75%		405	5%	FACILITIES SHARE	1,215	15%		405	5%		0			0		
6036	PRINTING	2,500.00	3,400	0	2,500	1,250	50%		1,000	40%		0			250	10%		0			0		
6039	POSTAGE AND OVERNIGHT DELIVERY	1,200.00	1,200	0	1,200	660	55%		300	25%		120	10%		120	10%		0			0		
6042	PAYROLL PROCESSING FEES	5,000.00	5,000	0	5,000	5,000	100%		0			0			0			0			0		
6045	BANK INVESTMT. SERVICE CHARGES	10,000.00	1,500	0	10,000	10,000	100%		0			0			0			0			0		
6051	UNIFORMS	3,115.75	3,200	93	3,209	963	30%		2,246	70%	Field Uniforms	0			0			0			0		
6060	OUTREACH	127,000.00	127,000	3,000	130,000	28,500	30%	BTAC Coop + Board O	19,000	20%	share by mission	0			28,500	30%		49,250	15%		4,750	5%	
6087	EDUCATIONAL REIMBURSEMENT	5,000.00	5,000	0	5,000	5,000	100%		0			0			0			0			0		
6090	SUBSCRIPTIONS/PUBLICATIONS	3,000.00	3,000	150	3,150	3,150	100%		0			0			0			0			0		
6091	PUBLIC NOTICES	3,200.00	3,200	800	4,000	800	20%	Ordinance Change	3,200	80%		0			0			0			0		
6093	MEMBERSHIPS	25,364.28	25,364	12,218	37,583	37,583	100%	ACWA CSDA Etc.	0			0			0			0			0		
BENEFITS:							Benefits	678,506.69															
6110	VISION INSURANCE	3,169.97	3,170	0	3,170	571	18%		1,586	41%	Based on percent of hours	155	4%		541	14%		851	22%		32	1%	
6120	WORKER'S COMP INSURANCE	21,426.97	21,427	1,859	23,286	4,191	18%	BASE ON LABOR	11,648	41%	Based on percent of hours	1,136	4%		3,977	14%		6,250	22%		233	1%	
6130	DENTAL INSURANCE	10,959.08	10,959	1,178	12,137	2,185	18%	BASE ON LABOR	6,071	41%	Based on percent of hours	592	4%		2,073	14%		3,257	22%		121	1%	
6150	MEDICAL INSURANCE	271,181.40	271,181	7,232	278,414	50,114	18%	Policy Reduction	139,262	41%	Based on percent of hours	13,587	4%		47,553	14%		74,726	22%		2,784	1%	
6150.01	MEDICAL EMPLOYEE CONTRIBUTION	-41,288.07	-41,288	2,058	-39,230	-7,061	18%		-16,084	41%	Based on percent of hours	-1,569	4%		-5,492	14%		-8,631	22%		-392	1%	
6160	PAYROLL TAXES - EMPLOYER	120,309.44	120,309	-2,461	117,848	21,213	18%		58,948	41%	Based on percent of hours	5,751	4%		20,128	14%		31,630	22%		1,178	1%	
6170	PERS RETIREMENT	225,400.91	225,401	57,482	282,883	50,919	18%	Includes UA Liability	141,498	41%	Based on percent of hours	13,805	4%		48,316	14%		75,926	22%		2,829	1%	
6170.01	PERS EMPLOYEE CONTRIBUTION	-68,320.21	-68,320	-17,485	-85,805	-15,445	18%		-35,180	41%	Based on percent of hours	-3,432	4%		-12,013	14%		-18,877	22%		-858	1%	
6170.02	457 Plan EMPLOYEE CONTRIBUTION			0				Overhead Offset 22%															
SALARIES:																							
6210	OVERTIME			0		0			0		924,353.58	0			0			0			0		
6230	REGULAR SALARIES	1,676,139.84	1,676,140	154,944	1,831,083																		
Sub	Field Staff Part Time			0		0			0	100%	Salary+overhead 22% time	0			0			0			0	0%	
Sub	Field Supervisor	104,175.72	104,176	5,696	109,872	0	0%		134,044	100%	Salary+overhead 22% time	0	0%		0	0%		0	0%		0	0%	
Sub	Field Operations Spec I	69,388.80	69,389	6,803	76,192	0	0%		92,954	100%	Salary+overhead 22% time	0	0%		0	0%		0	0%		0	0%	
Sub	Field Operations Spec I	57,824.00	57,824	7,074	64,898	0	0%		71,258	90%	Salary+overhead 22% time	0	0%		7,918	10%		0	0%		0	0%	
Sub	Lands Resources Mgr.	172,523.69	172,524	13,337	185,861	18,586	10%		90,700	40%	Salary+overhead 22% time	0	0%		90,700	40%		11,337	5%		9,293	5%	
Sub	Admin Services Spec.	100,521.24	100,521	366	100,888	40,355	40%		49,233	40%	Salary+overhead 22% time	12,308	10%		6,154	5%		6,154	5%		0	0%	
Sub	Senior Admin Analyst	109,541.79	109,542	2,808	112,350	44,940	40%		27,413	20%	Salary+overhead 22% time	12,336	9%		13,707	10%		27,413	20%		1,123	1%	
Sub	Senior Engineer	98,542.77	98,543	78,257	176,800	14,144	8%		43,139	20%	Salary+overhead 22% time	0	0%		0	0%		155,301	72%		0	0%	
Sub	Principal Engineer	153,372.38	153,372	6,895	160,268	12,821	8%		48,882	25%	Salary+overhead 22% time	0	0%		9,776	5%		121,226	62%		0	0%	
Sub	Assistant Engineer	86,481.57	86,482	1,792	88,274	0	0%		53,847	50%	Salary+overhead 22% time	0	0%		5,385	5%		48,462	45%		0	0%	
Sub	Assistant Engineer/Biologist	74,500.44	74,500	4,244	78,745	5,512	7%		48,034	50%	Salary+overhead 22% time	0	0%		20,174	21%		14,410	15%		5,512	7%	
Sub	Legal Counsel	294,966.45	294,966	10,962	305,929	61,186	20%		130,632	35%	Salary+overhead 22% time	37,323	10%		74,647	20%		55,985	15%		0	0%	
Sub	General Manager	277,994.66	277,995	10,329	288,323	100,913	35%		105,526	30%	Salary+overhead 22% time	17,588	5%		52,763	15%		52,763	15%		0	0%	
Sub	Clerical (Part-time)	25,599.13	25,599	1,706	27,305	23,209	85%		1,666	5%	Salary+overhead 22% time	3,331	10%		0	0%		0	0%		0	0%	
Sub	Doc Imaging Intern	17,614.08	17,614	-412	17,202	6,021	35%		8,395	40%	Salary+overhead 22% time	0	0%		3,148	15%		2,099	10%		0	0%	Salary/Bene
sub	Engineering/GIS Intern	16,546.56	16,547	2,543	19,089	0	0%		9,316	40%	Salary+overhead 22% time	0	0%		12,343	53%		0	0%		1,336	7%	24,528.16
sub	Biology Intern	16,546.56	16,547	2,543	19,089	0	0%		9,316	40%	Salary+overhead 22% time	0	0%		12,343	53%		0	0%		1,336	7%	
INSURANCE:							\$	1,831,083.44		0.39							0.12						
6310	PROPERTY / AUTO INSURANCE	6,374.80	7,653	1,661	8,036	402	5%		6,027	75%	Approximate from Insurer	1,205	15%		402	5%		0			0		
6320	GENERAL LIABILITY INSURANCE	46,295.49	46,295	926	47,221	2,361	5%		35,416	75%	Approximate from Insurer	7,083	15%		2,361	5%		0			0		
DIRECTOR'S EXPENSES:							Board Total	\$	188,110														
6401	DIRECTOR'S FEES	105,600.00	105,600	5,000	110,600	110,600	100%		0			0			0			0			0		
6410	MILEAGE	4,840.00	4,840	484	5,324	5,324	100%	Board Policy	0			0			0			0			0		

GL ACCT: GL DESCRIPTION:		Approved	Projected			GENERAL FUND			GROUNDWATER RECHARGE ENTERPRISE			REDLANDS PLAZA & LEASED PROPERTY- MENTONE HOUSE			LAND RESOURCES			PERC			WASH PLAN & TRUST SUPPORT		
Draft 2024-2025 Budget		2023-2024 Budget	Annual Costs (7/1/23- 6/30/24)	Increase/ Decrease	Draft 2024- 2025 Budget	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:
6415	AIR FARE	3,906.25	3,906	977	4,883	4,883	100%		0			0			0			0			0		
6420	OTHER TRAVEL	605.00	605	61	666	666	100%		0			0			0			0			0		
6425	MEALS	4,235.00	4,235	424	4,659	4,659	100%	Board Policy	0			0			0			0			0		
6430	LODGING	4,840.00	4,840	484	5,324	5,324	100%	Board Policy	0			0			0			0			0		
6435	CONF/SEMINAR REGISTRATIONS	6,050.00	6,050	605	6,655	6,655	100%	Board Policy	0			0			0			0			0		
6440	ELECTION FEES/REDISTRICTING	0.00	0	50,000	50,000	50,000	100%		0			0			0			0			0		
ADMIN/STAFF EXPENSES:				0																			
6510	MILEAGE	2,750.00	2,750	275	3,025	1,210	40%		756	25%		0			303	10%		756	25%		0		
6515	AIR FARE	4,950.00	4,950	1,800	6,750	2,025	30%		675	10%		0			1,620	24%		2,430	36%		0		
6520	OTHER TRAVEL	1,500.00	1,500	0	1,500	675	45%		375	25%		0			450	30%		0			0		
6525	MEALS	4,500.00	4,500	225	4,725	2,126	45%		1,654	35%		0			945	20%		0			0		
6530	LODGING	6,500.00	8,000	2,300	8,800	3,960	45%		3,080	35%		0			1,760	20%		0			0		
6535	CONF/TRAINING REGISTRATIONS	29,875.00	29,875	-1,600	28,275	12,724	45%		9,896	35%		0			5,655	20%		0			0		
9999	Contribution toward Capital Maint.	220,000.00	220,000	-120,000	100,000	50,000		See Below in 7000 series	0		Reduced Allocation	0		See Below in 7000 series	0		See Below in 7000 series	0			0		
8010	Capital Reserve GWE/Rate Stabilization	0.00	0	0	0	0	0%		0	100%	Use not contribution	0			0			0			0		
TOTAL EXPENSES:		4,979,301.60	4,644,943	-279,396	4,544,962	940,185			2,103,515			221,254			810,501			753,806			120,255		
Operating Revenue		5,474,923.97	7,609,137	-327,812	5,222,112	924,653			2,100,637			248,816			796,500			1,031,250			120,255		
NET OPERATING REVENUE		495,622.37	2,964,194	-48,416	677,150	-15,532			-2,878			27,562			-14,001			277,444			0		

I	GL DESCRIPTION:	Approved 2023-2024 Budget	Projected Annual Costs (7/1/23- 6/30/24)	Increase/ Decrease	Draft 2024- 2025 Budget	GENERAL FUND			GROUNDWATER RECHARGE ENTERPRISE			REDLANDS PLAZA & LEASED PROPERTY- MENTONE HOUSE			LAND RESOURCES			PERC			WASH PLAN & TRUST SUPPORT		
	Draft 2024-2025 Budget					2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:	2025 BUDGET:	% BUDGET	BASIS:
Multi-year Capital Projects																							
7010	MATERIALS	12,000.00	12,000	0	12,000	0			6,000	50%	Field Security Changes	0			6,000	50%		0			0		
LAND & BUILDINGS																							
7110	PROPERTY - CAPITAL REPAIRS	387,999.50	388,000	202,000	590,000	20,000		Office interior paint	307,500		CIP #11 #15	200,000			62,500		CIP #14 #34	0			0		
7120	PROPERTY - LAND PURCHASE	70,000.00	70,000	0	70,000	0			0			0			70,000	100%		0			0		
7130	MENTONE PROPERTY (HOUSE) REPAIR	7,000.00	29,000	0	7,000	0			0			7,000	100%		0			0			0		
7140	MENTONE PROPERTY (SHOP) CIP #36	891,649.15	891,649	-37,445	854,204	0			854,204	100%		0			0			0			0		
7160	MENDOZA PROPERTY CIP #9 & #12	137,000.00	137,000	0	137,000	0			0			0			137,000	100%		0			0		
EQUIPMENT & VEHICLES																							
7210	COMPUTER HARDWARE REPAIRS	10,000.00	15,000	0	10,000	7,500	75%		2,500	25%	Allocation basis 2011	0			0			0			0		
7220	COMPUTER SOFTWARE	1,000.00	5,263	4,000	5,000	1,000	20%		1,500	30%	Allocation basis 2011	0			1,250	25%		1,000	20%		250	5%	
7230	FIELD EQUIPMENT / VEHICLES CIP #8	225,000.00	225,000	-85,000	140,000	0			112,000	80%	New truck	0			28,000	20%		0			0		
7240	OFFICE EQUIPMENT	54,400.00	54,400	-24,000	30,400	7,600	25%		10,640	35%		1,520	5%		4,864	16%		4,864	16%		912	3%	
PROFESSIONAL SERVICES:																							
7126	PERC ENGR/PROF SERVICES CIP #31	3,532,019.00	3,532,019	-1,112,763	2,419,256	0			0			0			0			2,419,256	100%		0		
7150	MILL CREEK DIVERSION PROJECT CIP #	2,299,616.86	2,299,617	-2,049,617	250,000	0			250,000	100%		0			0			0			0		
7151	MILL CREEK PERMITTING CIP #7 & #36	285,207.27	285,207	-98,106	187,101	0			187,101	100%	District Permitting +River HC	0			0			0			0		
7438	ENGINEERING SERVICES-OTHER CIP #2	125,000.00	125,000	0	125,000	0			125,000	100%	Mill Creek O&M Plans	0			0			0			0		
CAPITAL EXPENSE		8,037,891.78	8,069,155	-3,200,930	4,836,961	36,100			1,856,445			208,520			309,614			2,425,120			1,162		

Attachment 2 – Capital Improvement Program Budget for FY25

SBVWCD Capital Projects and Needs

Existing Facilities Capital Repair and Improvement Projects

GL No.	CIP No.	Capital Equipment or Project	Cost Est.	Cost to Date	Budget		Status	Running Total
					Remaining	FY Ending		
7150	1	Mill Creek Diversion Improvement	\$2,695,000	\$2,226,847	\$468,153	2016-2024	Ongoing	\$468,153
		Mitigation/Monitoring	\$200,000	\$0		2023-2029		
7126	31	PERC Projects (formerly ARTP)	\$36,551,336	\$3,669,641	\$32,881,694	2020-2030	Ongoing	\$33,349,847
7140	3b	Mentone Shop Engineering, Permitting and Construction	\$682,650	\$253,446	\$429,204	2018-2024	Ongoing	\$33,779,052
7151	36	Mill Creek Permitting	\$390,978	\$323,877	\$67,101	2022-2025	Ongoing	\$33,846,153
7110	34	Initial Wash Plan Trails Tasks, including fencing, signage, COI	\$125,000	\$0	\$125,000	2025	Start-up Costs	\$33,971,153
7110	11	Mill Creek North Canal Flume SB-88 Compliance	\$169,954	\$24,955	\$145,000	2020-2024	Ongoing	\$34,116,152
7438	23	Mill Creek/SAR Facility Maintenance Upgrades	\$1,000,000	\$0	\$1,000,000	2024-2028	Ongoing	\$35,116,152
	25	Community (Distributed) Recharge Planning *moved up from potential	\$100,000	\$0	\$100,000	2025	Opportunity	\$35,216,152
7160	9	Land Stewardship Costs (fencing, gates, aerial survey, etc.)	\$50,000	\$33,000	\$17,000	2020-2025	Ongoing	\$35,233,152
7151	7	River HCP Permitting	\$240,000	\$120,000	\$120,000	2024-2025	Upon HCP Approval	\$35,353,152
	3c	Canyon House	\$425,000	\$0	\$425,000	2024-2027	Future Project	\$35,778,152
7110	14	Demolition	\$125,000	0	\$125,000	2024-2027	Future Project	\$35,778,152
7110	15	Replacement	\$300,000	0	\$300,000	2024-2027	Future Project	\$35,778,152
	32a	Seven W Property Cleanup and Planning	\$50,000	\$0	\$50,000	2023-2025	Start-up Costs	\$35,828,152
7160	12	Planning for Mendoza	\$120,000	\$0	\$120,000	2026	Opportunity	\$35,948,152
7230	8	Capital Equipment	\$350,000	\$94,004	\$255,996	2029	Ongoing	\$36,204,148

\$42,949,917

Potential Future Projects, as Resources Allow

17	Water Recharge Mendoza Design	\$50,000	\$0	\$50,000	2026	Opportunity	\$36,254,148
18	Water Recharge Mendoza Implementation	\$300,000	\$0	\$300,000	2028	Conceptual	\$36,554,148
24	Borrow Pit basins bypass to pit SAR	\$75,000	\$0	\$75,000	2018	Conceptual	\$36,629,148
26	Community (Distributed) Recharge Implementation-Stormwater captu	\$2,000,000	\$0	\$2,000,000	2018-2030	Conceptual	\$38,629,148
27	Greenspot and Cone camp parking/staging/trailheads Project Planning	\$50,000	\$0	\$50,000	2018-2026	Conceptual	\$38,679,148
28	Post Mine Planning	\$100,000	\$0	\$100,000	2029	Conceptual	\$38,779,148
30	Greenspot/Cone camp parking/staging/trailheads Implementation	\$350,000	\$0	\$350,000	2018-2027	Conceptual	\$39,129,148
25	Bulldozer/long reach excavator permitted cleaning D6T \$400K	\$500,000	\$0	\$500,000	2030	Potential	\$39,629,148
35	Dumptruck with grappel	\$190,000	\$0	\$190,000	2030	Conceptual	\$39,819,148

Total Budgeted Capital Cost \$47,814,917 \$6,745,769 \$41,069,148

Attachment 3 – Projected Reserve Balances as of June 30, 2024

	Jun 2023				Projected Reserves at 06.30.24			
	Changes	2023	Target or Max	Percent Funded	Changes	2024	Target or Max	Percent Funded
District Policy Reserves								
Groundwater Recharge Enterprise Reserve	\$22,505	\$1,691,116	\$ 1,250,000	135%		\$1,691,116	\$ 1,250,000	135%
Groundwater ER Maintenance Reserve		\$350,000	\$ 250,000	140%		\$350,000	\$ 250,000	140%
GWA Rate Stabilization		\$200,000	\$ 200,000	100%		\$200,000	\$ 200,000	100%
GW Sustainability Charge Fund Reserve	-\$8,209	\$16,260	\$ 16,260	100%	-\$16,260	\$0	\$ -	0%
Redlands Plaza Reserve	-\$86,228	-\$127,127	\$ 81,418	-156%	-\$5,654	-\$132,781	\$ 81,418	-163%
Land Resources Reserve	\$24,098	-\$2,888,028	\$ 816,743	-354%	\$2,184,342	-\$703,685	\$ 816,743	-86%
General Liability Fund Reserve	\$229,851	\$736,683	\$ 1,250,000	59%	\$475,839	\$1,212,522	\$ 1,250,000	97%
Self Insurance Reserve		\$40,000	\$ 50,000	80%		\$40,000	\$ 50,000	80%
Compensated Absences Reserve	\$106,514	\$95,240	\$ 175,000	54%	\$25,645	\$120,885	\$ 175,000	69%
Capital Improvement/Equipment Reserve		\$2,424,334	\$ 750,000	323%	-\$2,066,703	\$357,631	\$ 750,000	48%
Prepaid Royalties Reserve		\$5,000,000	\$ 5,000,000	100%		\$5,000,000	\$ 5,000,000	100%
PERC Projects-formerly Active Recharge TP	-\$571,233	\$35,114,065	\$ 36,875,000	95%	\$197,397	\$35,311,462	\$ 36,875,000	96%
DR Horton Trespass Reparations Deposit	\$218,138	\$218,138	\$ 218,138	100%	-\$3,574	\$214,564	\$ 214,564	100%
Total All Allocated Reserves	-\$64,564	\$42,870,682	\$ 46,932,559	91%	\$791,032	\$43,661,714	\$ 46,912,725	93%

Attachment 4 – Memberships List

Memberships			
Current Paid Memberships			
ACWA	2024 Agency Dues	\$	11,140.00
Amazon Prime membership	For Staff purchases (\$16.30/mo)	\$	146.70
Assoc. San Bernardino County Special District	2024 Regular Annual Membership	\$	150.00
California Special District Assoc.	2024 Membership Dues	\$	8,187.00
GW Resources Association of CA	2024 Membership Dues	\$	25.00
Highland Area Chamber of Commerce	Membership through May 2023	\$	600.00
Mentone Chamber of Commerce	2024 Membership	\$	50.00
National HCP Coalition	2024 Membership Renewal	\$	1,000.00
Redlands Chamber of Commerce	For May 01, 2023-April 30, 2024	\$	195.00
San Bernardino Area Chamber of Commerce	For April 05, 2024-April 04, 2025	\$	250.00
SERCAL	CA Society for Ecological Restoration	\$	100.00
		\$	21,843.70
	Pre-payments from FY 22/23	\$	12,108.75
	Prepayments for FY 23/24	\$	(10,263.50)
	Current Membership Balance	\$	23,688.95
	Available Budget for FY 23/24	\$	1,675.33
Non-Active Memberships			
Cal IPC	Field staff training re: control invasive plants	\$	300.00
California Groundwater Coalition	Annual Membership	\$	8,200.00
Loma Linda Chamber of Commerce	2020-2022 Membership Dues	\$	230.00
Southern California Water Coalition	Annual Membership	\$	1,000.00
The Wildlife Society Membership	2023 Membership Dues	\$	149.00
Water Education Foundation	2023 Membership Dues	\$	2,250.00
	Potential Additional Dues	\$	12,129.00
	All Memberships Dues Up To:	\$	35,817.95

RESOLUTION NO. 624
A RESOLUTION AUTHORIZING
A PRIOR PERIOD ADJUSTMENT FOR THE UPPER SANTA ANA WASH PLAN TO
REMOVE CERTAIN ADMINISTRATIVE EXPENSES FROM THOSE COSTS
REIMBURSED TO THE DISTRICT THROUGH ISSUANCE OR OTHER
REIMBURSABLE COSTS, AND ASSIGNING SUCH COSTS TO THE DISTRICT

WHEREAS, San Bernardino Valley Water Conservation District (“District”), is a water conservation district duly organized and existing under the Water Conservation District Law of 1931, Sections 74000 et. seq. of the Water Code; and

WHEREAS, the District is the lead agency for the Upper Santa Ana River Wash Habitat Conservation Plan, and in that capacity, has for a period of decades, taken the lead administrative role in the consultant contracts for the preparation, completion, and advancement of all aspects of the Wash Plan, including its proposed land exchange between the District and the United States Bureau of Land Management ("BLM"); and

WHEREAS, as a part of that effort, the District, on or around April 2019 retained the firm of Brownstein Hyatt Farber Schreck, LLP (“Brownstein”) to assist in interface with BLM to advance the Congressionally directed land exchange, and to assist in facilitating communications with BLM to process the administrative aspects of the land exchange; and

WHEREAS, the original intent in this expenditure, as reflected in the staff report requesting Board ratification of same, was that the costs of the consulting services so retained would be classified as “Issuance Costs,” which under the applicable governance documents of the Wash Plan would be ratably reimbursed to the District by parties seeking Certificates of Inclusion under the Wash Plan permits, and were budgeted accordingly; and

WHEREAS, due to then-unforeseen circumstances, including varying procedural directions provided by BLM staff, and complicated title review and clearance activities, the time frame for the retention of Brownstein extended beyond initial expectations, and, therefor resulted in higher-than expected overall costs for Brownstein's services; and

WHEREAS, the District recognizes that it exercised its own discretion in retaining and utilizing Brownstein’s services over the time of its retention, and that such expenses ultimately exceeded original expectations, resulting in the District Board providing direction to staff in April 2024 to reclassify such expenses as those of the District alone, as opposed to reimbursable Issuance Costs by the District’s Wash Plan partners; and

WHEREAS, the District desires to modify the prior period budgeting to reflect such reclassification of such costs, with the practical effect of reducing the amount of debt the San Bernardino Valley Conservation Trust will bear toward the District in Issuance Costs;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Bernardino Valley Water Conservation District as follows:

Section 1. The prior budgeting of Brownstein consultant costs as “GL 5122 Wash Plan Professional Services _____” shall be adjusted to “GL 5120 Misc. Professional Services _____” which will result in absorption by the District of Four Hundred

Fifteen Thousand One Hundred Twenty-Five dollars (\$415,125) of cumulative costs.

Section 2. The Board enacts this prior period adjustment to accept responsibility for these costs, thereby reducing the liability the Trust owes the District. Adjustment of these expenses will not affect the District reserves as they have already been accounted for under Land Resources in prior years and will not result in any future expenditure of funds but relate only to foregoing reimbursement for such costs from Wash Plan partners.

A

Section 3. The District's General Manager, Ms. Betsy Miller, is hereby authorized by the Board to make such budgetary entries, corrections, and modifications to prior period budgets, to reflect such absorption of costs by the District alone, and to assure consistency in financial reporting with the direction provided in this resolution.

PASSED AND ADOPTED by the San Bernardino Valley Water Conservation District Board of Directors at a regular meeting of said Board held on the 15th day of May 2024, by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

Melody McDonald
President

ATTEST:

Betsy Miller
General Manager/Board Secretary



Environmental Update as of May 3, 2024

Wash Plan Implementation – Monitoring Activities

- **SBKR Monitoring Program**
 - Habitat surveys of SBKR monitoring plots within the Wash Plan Preserve and at the Mill Creek Facilities were initiated by District staff on March 19.
 - As of May 3, staff had completed surveys on 117 of the 146 plots to be surveyed across the two areas this spring. Fieldwork is expected to extend through the end of May.
- **California Gnatcatcher Monitoring Program**
 - On March 19 and 20, District staff performed the first round of California gnatcatcher surveys at four locations within the Wash Plan Preserve in support of the regional monitoring program for the species overseen by the USGS and USFWS. The regional monitoring efforts, which occur every four years, provide the USFWS with a measure of the status and trend of the California gnatcatcher from Ventura to the United States - Mexico border.
 - On April 2, 3, 18, and 24, the two additional rounds of regional California gnatcatchers surveys were completed by staff per the protocol. Complementary vegetation monitoring is scheduled to occur in May.
 - In April, consistent with the Wash Plan, the first round of California gnatcatcher surveys was completed by Mikael Romich in the Wash Plan Preserve for the fourth year in a row.
 - In April, for the second year in a row, Mikael Romich completed the first round of California gnatcatcher surveys at the Mill Creek Facilities consistent with the draft Safe Harbor Agreement with the USFWS.

Wash Plan Implementation – Management Activities

- **Slender-horned Spineflower (SHSF) Restoration Program**
 - Following confirmation of germination of SHSF at the experimental out-planting locations in January, District staff monitored these sites on January 17, February 8, March 12, and April 16 and 17. Notably, the size and condition of the individual plants at the trial sites continued to be comparable with the size and condition of SHSF growing at the native reference patch of SHSF, which served as the source population for the bulked seed. A fifth round of monitoring of the out-planting sites is to be conducted in the week of May 20.
- **BLM Fuels Management Grant**
 - Following the treatment of grass and broadleaf invasives on 125 acres west of Railroad Line Road from December 2023 through March 2024, Trust consultants



assessed opportunities for sand spreading and soil scraping to support fuel management activities within the treated areas.

Wash Plan Implementation – Organizational Structure, Planning, and Reporting

- On April 16, District staff led a tour of the Wash Plan Preserve and discussed Wash Plan Covered Activities for the USFWS. Participants included Scott Sobiech, USFWS Field Supervisor of the Carlsbad and Palm Springs Fish and Wildlife Offices.

Wash Plan Programmatic Permits

- USACE 404 Programmatic Individual Agreement – District staff and AECOM continue to meet with USACE weekly to support the completion of the EA and issuance of the standard individual permit. As of early April, the Corps' cultural resources officer and lead permitting specialist were in the process of engaging both Tribes and the State Historic Preservation Officer prior to the finalization of the 404 permit, now estimated to be completed by the end of June 2024.
- In response to CDFW's recommendation for a phased approach to permitting Wash Plan Covered Activities, District staff organized several meetings beginning in August 2023 with the Department and Robertson's Ready Mix and CEMEX to facilitate issuance of 2081 Incidental Take Permits for near-term mining activities covered under the Wash Plan.
- On January 5, CDFW shared a completed 2081 Incidental Take Permit for authorization to incidentally take San Bernardino kangaroo rat and slender-horned spineflower for the eastern expansion of the Old Webster Quarry by Robertson's Ready Mix. Following the issuance of the 2081 ITP, District staff met with Robertson's Ready Mix and/or their contractors to discuss the use of Wash Plan Preserve areas owned by the District to satisfy requirements of the 2081 ITP on January 31 and February 21. On March 7 and 22, the District provided supporting documents for the costs and expenses incurred by the District as requested by Robertson's Ready Mix.
- On February 29, CDFW visited Plunge Creek Management Area to evaluate the location's potential to serve as the receiver site in support of the proposed translocation of SBKR required in the draft 2081 ITP. On March 11, District staff met with CDFW to discuss the Department's feedback following the site visit and recommendations for improving the translocation effort.
- In February and March, District staff met with CEMEX to discuss the next steps associated with the submission of the Certification of Inclusion Application tied to the expansion of mining activities consistent with the Wash Plan and obtaining a 2081 from CDFW.
- In April, District staff met with CEMEX, Robertson's Ready Mix, and Valley District to discuss the 2081 ITP permitting process status and the next steps involved with obtaining a fully executed permit.



Mill Creek Programmatic Permits

- The Safe Harbor Agreement was finalized in February and submitted to the Service for review and approval on March 5.
- Communication from the USFWS indicated an interest in meeting on May 17 to discuss their comments on the shared Safe Harbor Agreement with District staff.

Partnership Agreement – Active Recharge Project Development

- On March 14 and April 8, District staff met with Valley District to discuss the next steps in identifying the location of the 295 acres of District property to be conserved in support of the Santa Ana River HCP, consistent with the Partnership Agreement for Joint Active Recharge Project Development.

Partnership Activities

- Manuel Colunga and Milan Mitrovich participated in the annual yucca harvest with San Manuel on Friday, April 19, in the Wash, and the harvest celebration with the Tribe on Saturday, April 20.
- On April 30, District staff submitted an abstract for a presentation at the Natural Areas Conference for review and consideration of acceptance to be presented at the Natural Areas Association annual meeting in Manhattan, Kansas, in October. The annual meeting attracts conservation and land resource practitioners from across the United States to discuss science and stewardship.



Engineering Update as of April 26, 2024

Mentone Shop

- Construction began on March 26, 2024. Compaction, foundation preparation, waterline connection, stub outs, and rebar have been placed.
- The county completed the initial inspection. Staff is working with the contractor and inspector to resolve outstanding issues.
- The building delivery is expected in the next three weeks.
- G3 Quality has completed compaction testing for the foundation.
- Electrical connection work is anticipated after the completion of the building foundation.
- We are requesting additional bids on the septic system. Staff is considering alternative installation options in coordination with the contractor.

Enhanced Recharge Phase 1B

- Basins AA through EE, G, and H are being utilized for recharge.
- Basin 15 and 17 are back in operation.
- Operation of the main canal through drop structure 7 began on April 15, 2024. Recharging approximately 150 cfs in coordination with Seven Oaks Dam Release.
- On April 22, 2024, system tests delivered approximately 25 cfs of Santa Ana River water from the Enhanced Recharge Sedimentation Basin to the Waterman basins.
- Ongoing coordination with SBVMWD's team has allowed recharge in the range of 100-150cfs from Santa Ana River and/or State Water Project to continue during construction.
- Recharge will be limited within our Santa Ana Recharge Facility from early to late May to address the effects of high groundwater on construction; staff proposes to clean Basins 10 and 18 (D Dike) during this period.

PERC (Active Recharge Transfer) Projects

PERC Projects: Waterman, Twin Creek, and Lynwood Basins

- District staff met informally with the San Bernardino County Flood Control District (FCD) to discuss projects and project approaches, including how FCD would like to receive project information. They indicated a preference for receiving individual project information over a summary/combination "Parent Document" that combines multiple projects. A meeting to review the PERC projects to date is planned for late May to early June with respective staff and consultants.
- The District received the "Parent Document" work product from Tetra Tech consultants in late March. Consulting work is on hold pending discussions with Flood Control on the pathway forward for submitting information. Hydraulic modeling of existing conditions is done.
- Tetra Tech proposed a scope revision on hydraulic modeling as part of its value engineering task to replace a grading alternative with an operational alternative of diversion operation revisions. Following review by District Counsel, District staff responded favorably and requested a formal scope of work submittal revision from the consulting team (pending).

- Geotechnical work on infiltration is part of the basin routing and groundwater modeling process. The geotechnical report on materials for grading and construction will be completed later.
- Groundwater model framework is built; groundwater modeling awaits completion of the basin routing modeling.

PERC Projects: Plunge and Oak Creeks

- The final flood hydrology study and Flood Control has approved the Q100 model.
- District Staff reviewed the average storm event analysis prepared using USGS daily averages on gage data and requested a different approach using real-time gage data to develop a project-based hydrology analysis of the frequency, duration, and spacing of stormflows. At the District's request, the consulting team is developing a scope of work and fee estimate to review for a potential scope and fee amendment.
- The existing condition 1D Hydraulic models were submitted to SBCFCD for approval. Flood Control has accepted the cross-section locations and will review the entire model once the proposed condition has been submitted.
- The sediment transport analysis has been received by District staff and appears to require revision for the project-sized stormflow event sediment transport.
- Infiltration testing for Oak Creek Basin area is complete. Initial evaluations of potential infiltration near to a Plunge Creek basin in mining pits is complete. Evaluation of additional geotechnical testing options, which could be completed after the BLM land transfer, at the Plunge Creek property site is underway.
- An analysis of the existing city storm drains was submitted to the District and reviewed by staff. Hydraulic modeling of an Oak Creek Basin is underway. District staff had previously developed a conceptual design of additional recharge basins for an Oak Creek Basin project alternative.
- The groundwater model framework is built; groundwater modeling awaits completion of the basin routing modeling.

PERC Projects: Mill, Bledsoe, and Cook Creeks

- Average annual hydrology study results for Mill Creek were submitted and reviewed by District staff. The report is to be approved as is. Project sizing considerations will be developed from typical stormflows identified.
- Staff are reviewing alternatives for the proposed condition diversion structures. Two options have been eliminated due to infeasibility. Q3 will further analyze one alternative upstream of the current diversion structure.
- Additional analysis of the newly constructed Mill Creek Diversion improvements was completed to incorporate the results into the other hydraulic models. These results have also helped inform the operation of the new structure.
- Geotechnical testing for the infiltration report was received and reviewed by District staff in early April, with minor comments on the excellent work and work product.
- The basin routing model was developed for the Conservation District's proposed alternative and for existing conditions. The hydraulic model was revised to utilize a basin infiltration decay rate



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

(clogging) to simulate the historical function of the basins and the system of spreading basins by District operations.

- Basin hydraulic routing modeling of the Conservation District's initial alternative was given the green light on April 16, 2024, and is underway.
- Average annual hydrology study for Bledsoe Creek have been submitted and are being reviewed by staff.
- Cook Creek has been eliminated as a potential project site.

General Manager's Report

May 2024
Betsy Miller



**San Bernardino Valley
Water Conservation District**

Helping Nature Store Our Water

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

1. **Water Conservation – Plan Goal 1** – Santa Ana River and Mill Creek continue to receive flows from rainfall, snowmelt, and the State Water Project. In April, Mill Creek recharge totaled 2,570 AF, 409 AF of which was delivered via the State Water Project. Santa Ana River recharge for the month of April was 4,923 AF. During this time, Plunge Creek recharge was 190 AF. Total recharge across all sites for the current water year is 46,599 AF, with the a total of 7,683 AF recharged in the month of April.
2. **Facility Maintenance and Cleanout – Plan Goal 1** – Water recharge operations are focused on operating the new Mill Creek diversion, operation of the first five Enhanced Recharge basins, and on-going recharge operations at existing facilities.
3. **Aggregate Management – Plan Goal 1** – Upland Rock continues screening and selling sand and rock from District basin cleaning efforts in support of land management efforts.
4. **Personnel/Administration/Staff** – Angie Quiroga will reach her twelve year anniversary as a District employee on May 31.

Betsy Miller attended the Biennial Symposium on Managed Aquifer Recharge from April 4-5.

President McDonald, David Cosgrove, and Betsy Miller attended the Association of California Water Agencies conference in Sacramento from May 7-9.

5. **Finance/Budget/Audit** – The final FY25 budget will be presented to the Board in May.
6. **Mill Creek Diversion Engineering – Plan Goals 1/4** – This project is completed, with one environmental mitigation permit requirement in progress. Operation of the new diversion has significantly reduced the sediment entering District spreading basins, which will reduce maintenance costs.
7. **Plunge Creek Conservation Project – Plan Goals 1/4** – Total project recharge for this water year is currently 4,332 AF.
8. **Enhanced Recharge Project – Plan Goal 1** – Five basins are complete and are being operated for recharge, with two additional basins expected to be completed in mid-May. District biologists and engineers meet weekly with the Valley District team for project coordination, updates, and problem-solving.

9. **Program for Expansion of Recharge Capacity Project Partnership** – *Plan Goals 1, 2, and 4* – Please refer to the Engineering Update.
10. **Edison Divestiture** – *Plan Goals 1/4* – Updates will be discussed in Closed Session.
11. **Groundwater Council** – *Plan Goal 1* – None.
12. **Shop Facilities for Field Staff** – *Plan Goals 1* – Construction began on March 26. Please refer to the Engineering Update for additional details.
13. **Forecast-Informed Reservoir Operations at Seven Oaks Dam** – The draft Seven Oaks Dam Forecast Informed Reservoir Operations (FIRO) Workplan was provided to Steering Committee members for review on April 1. The Seven Oaks Dam FIRO Steering Committee is scheduled to meet on May 14.
14. **Wildland Trails** – *Plan Goal 3* – On May 6, City of Redlands staff indicated their intent to schedule the trails MOU and agreement for Council hearing in June.
15. **Wash Plan** – *Plan Goal 4* – Please refer to the Environmental Update for additional information.
16. **Santa Ana River Wash Plan Land Exchange Act Implementation** – *Plan Goal 4* – On May 7, BLM indicated that their review is nearing completion.
17. **Conservation Trust** – *Plan Goal 4* – The Conservation Trust began work under the California Fuels Management and Community Fire Assistance Program grant from BLM on District lands on December 11, with invasive grasses and forbs removed from approximately 125 acres to date.
18. **Property/Redlands Plaza** – Updates will be discussed in Closed Session.
19. **Mining** – Mining efforts by CEMEX contractors continue at the Plant Site quarry. Robertson's is expected to begin mining a new area soon following receipt of a 2081 permit from California Department of Fish and Wildlife.
20. **Public Outreach and Legislative** – *Plan Goal 5* – In April, IERCD provided water conservation programs to four 3rd grade classes and three 4th grade classes at Smiley Elementary School on behalf of the District. In addition, IERCD provided two field trips focused on water conservation to the San Bernardino County Museum on behalf of the District.

On March 25, the District signed the California Special District's Association's coalition letter in support of the Special District Grant Accessibility Act (H.R. 7525). This act, which codified a formal definition of "special district" in federal law and federal agencies to recognize special districts as local governments to ensure eligibility for federal assistance, was passed by the House of Representatives on May 6. A copy of the letter is attached.

On April 19, Manuel Colunga and Milan Mitrovich supported the annual yucca harvest with San Manuel in the Wash, and participated in the harvest celebration with the Tribe held on the reservation on April 20.

On April 20, Laura Torres and Zach Blum supported an Earth Day hike led by the Redlands Conservancy. Following the hike, Redlands Conservancy Executive Director Sherli Leonard shared the following: “Our Trails at 10/Earth Day Project hike on Saturday was excellent, in no small part because Laura and Zach were on hand, on time, and on top of their subject. They were able to provide relevant and interesting information about the Santa Ana River Watershed in a way that was not too much, and not too little - just right. Please convey my gratitude to them.”

On April 20, the District sponsored a Day of Climate Action Earth Day event hosted by the San Bernardino County Museum. The event, “Artful Community Science: Supporting Native Bees and Climate-Resilient Ecosystems Through Photography,” was led by Krystle Hickman, a National Geographic Explorer, TEDx speaker, conservation photographer, and community scientist based in Los Angeles. During the workshop, Ms. Hickman shared her tips for photographing native bees with a camera or cell phone to identify the critical species in backyards, city parks, and nature preserves, to increase appreciation for the value of native plants in both developed and natural settings.

On April 23, all District staff participated in a Gallup CliftonStrengths workshop after taking individual assessments.

21. Current Board Action Implementation – Significant staff resources were allocated to groundwater recharge, PERC, Wash Plan implementation, grant applications, and preparation of the final FY25 budget.

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

- Contracts to implement the FY25 budget

23. District Successes

- The final FY25 budget has been prepared for Board consideration.
- The District’s abstract, titled Benefits from a Century of Groundwater Stewardship in Southern California, has been selected for the “Best Practices for Groundwater Supply” panel moderated by Amal Talbi at the 3rd International Conference "Toward Sustainable Groundwater in Agriculture - Linking Science & Policy" being held in San Francisco in June.
- On April 17, the District was notified that our WaterSmart Applied Science Grant was selected for funding.



Male purple miner bee (*Andrena prunorum*) photo taken by Krystle Hickman



Natural Resources Team member Anna Frey conducting fieldwork



United States Department of the Interior

BUREAU OF RECLAMATION
P.O. Box 25007
Denver, CO 80225-0007



IN REPLY REFER TO:

84-27133

1.3.11

VIA ELECTRONIC MAIL ONLY

San Bernadino Valley Water Conservation District
Attn: Betsy Miller
1630 W. Redlands Blvd.
Suite A
Redlands, CA, 92373-8032

Subject: Notice of Funding Opportunity No. R23AS00446 – Applied Science Grants for Fiscal Year 2023 – Application Review Status, Your Application Titled, “Integrated Santa Ana River Model Enhancements”

Dear Ms. Miller:

Thank you for submitting a WaterSMART Applied Science Grants application. The Bureau of Reclamation is pleased to inform you that your application was among those receiving the highest ratings and is now being considered for award of a financial assistance agreement. Your application included a request for \$361,117 to complete your project titled, “Integrated Santa Ana River Model Enhancements.” Reclamation anticipates awarding Federal funds in the amount of \$361,117 for your proposed project.

In working with you to develop your financial assistance agreement, Reclamation will closely review the activities outlined in your proposal to ensure that all activities are eligible for funding and that the proposed costs are allowable under financial assistance regulations. If some costs or activities are determined to be ineligible or unallowable, Reclamation will work with you to refine the scope of work and budget for the project. Please be advised that your application has been ranked, in part, based on your description of the expected benefits of your project. Revisions to the scope of the project identified in your application can be made only after Reclamation determines that revisions would not impact the overall ranking or the expected benefits of the project.

Please note that this letter is not a final commitment of funding. A financial assistance agreement will not be executed until further information about your project is developed and all statutory and regulatory requirements have been met as described in Section E.2.5 of the Notice of Funding Opportunity (NOFO). In addition, Reclamation must have sufficient evidence prior to award that non-Federal cost share will be available. The final funding amount may be adjusted if necessary.

All projects being considered for award of funding are required to comply with all Federal environmental and cultural resource requirements, including the National Environmental Policy Act, Endangered Species Act, Clean Water Act, and the National Historic Preservation Act. Ground-disturbing activities of any type may not occur until Reclamation has determined that all environmental and cultural resource compliance is complete and a Notice to Proceed is issued by the awarding Reclamation Grants Officer.

Please note that for costs, including pre-award costs, to be eligible for inclusion in the agreement, the costs must meet the applicable administrative and cost principles criteria established in 2 Code of Federal Regulations (CFR) Part 200. In particular, the procurement of goods and/or services must be compliant with the Procurement

Standards (2 CFR §200.317 through §200.326) and contract costs must be compliant with 2 CFR §200.323 – Contract Cost and Price. The Federal financial assistance regulations can be found online at www.ecfr.gov.

In addition, please be advised that as stated in Section F.6 of the NOFO, Reclamation intends to post copies of successful Applied Science Grants applications as examples on Reclamation's website. While this generally does not raise any issues, it is prudent to provide successful grant applicants with an opportunity to redact any sensitive information from their proposals prior to posting them on Reclamation's website. As a rule, the SF-424s are removed; however, if there are any other items you would like redacted, please contact Stephanie Micek, Program Coordinator, at smicek@usbr.gov, by Friday, May 3, 2024. Should we not hear from you by this date we will assume that there are no objections to posting the full application.

A post-selection webinar to discuss the process for development of financial assistance agreements and next steps with you and all other new recipients will be held on May 6, 2024, at 1:00 MT. Please join the webinar by clicking [here](#) to join the Microsoft Live Event. It is anticipated that you will be notified of the grants management specialist assigned to your agreement in the next two weeks and that your agreement should be awarded in September 2024 or earlier. In the meantime, if you have any questions regarding the process or your agreement, please contact Mr. Nathan Moeller, Reclamation Grants Officer, at 986-256-2916 or at nmoeller@usbr.gov. Thank you for your interest and participation in the WaterSMART Program. We look forward to working with you.

Sincerely,

NATHAN
MOELLER

Digitally signed by
NATHAN MOELLER
Date: 2024.04.15
10:27:10 -06'00'

Nathan Moeller
Grants Officer



April 24, 2024

The Honorable Juan Carrillo
 Chair, Assembly Committee on Local Government
 1020 N Street, Room 157
 Sacramento, CA 95814

RE: AB 2257 (Wilson) – Local government: property-related water and sewer fees and assessments: remedies

Position: SUPPORT

Dear Chair Carrillo:

The Association of California Water Agencies (ACWA) and undersigned organizations write to express our strong support for AB 2257, which would authorize public agencies to adopt procedures for the submittal and consideration of public comments regarding proposed water and sewer rates and assessments. This optional process proposed in this bill would facilitate dialogue and transparency and give public agencies an opportunity to resolve concerns during the ratemaking process.

Public water and sewer agencies provide essential government services for the benefit of communities, agriculture, industries, and the environment. These agencies are responsible for ensuring a consistent and reliable water supply, safeguarding the quality of drinking water, planning, constructing, and maintaining critical infrastructure, and much more. With climate change presenting unprecedented challenges, these agencies also must adapt and enhance aging infrastructure to mitigate the impacts of increasingly frequent and severe climate-related events. Public agencies throughout California are making generational investments to build 21st Century infrastructure for a 21st Century climate.

The revenue necessary for public agencies to fulfill their essential government functions and adapt to a changing climate predominantly comes from service rates and assessments. While these agencies require financial stability to meet ever increasing demands, a rise in Proposition 218 litigation is making it increasingly difficult to ensure agencies can pass fair and reasonable rates to cover the costs of operations and investments.

Oftentimes, these suits are filed without first having raised concerns with the public agency during the public notice-and-comment process leading up to the decision to adopt rates or assessment. When litigants avoid raising concerns with proposed rates or assessments during the ratemaking process, the public agencies cannot endeavor to resolve the dispute and avoid litigation. The financial consequences of these lawsuits can be severe, as it is not uncommon for litigants to seek tens of millions of dollars in damages. Surprise lawsuits have the potential to undermine an agency's ability to maintain stable budgets necessary to operate effectively.

AB 2257 would build upon Proposition 218's existing procedural requirements by creating an exhaustion of administrative remedies procedure, that if a public agency elected to follow, would require the timely submittal of written objections during an agency's ratemaking process. Ratepayers would be required to state the particular Proposition 218 compliance concern, and public agencies would be required to provide to their board and the public with written responses to each comment received prior to acting on the proposed rate or assessment. Ratepayers would be required to participate in this process in order to challenge the agency's adopted rates or assessments in court.

With a greater understanding of potential concerns and the agency's responses, the agency's board would have the opportunity to abandon its ratemaking/assessment proposal, change it (reduce it), or to better explain why it complies with Proposition 218's substantive limitations, before having to defend it in litigation. Additionally, if a public agency complies with the exhaustion procedures, the bill would specify documents that could be included in the administrative record, subject to certain exceptions, in the event of litigation.

AB 2257 would bolster the financial stability of public water and sewer agencies by creating a clear and robust public process that facilitates dialogue, transparency, and the opportunity to resolve issues and avoid costly litigation. Codifying a procedure that requires issue exhaustion in Proposition 218 litigation would protect both legislative and adjudicative functions by allowing a legislative body to hear the evidence, apply its reasoned discretion and expertise, and create an administrative record to facilitate

judicial review. This would also foster better-informed administrative decisions, which benefit the objector, the public agency, and members of the public within the public agency's jurisdiction. This is especially valuable in ratemaking cases in which evidence and policies are highly technical. It would also help agencies develop more defensible rates and build rapport and trust with their ratepayers.

For the reasons above, ACWA and undersigned organizations strongly support AB 2257 and respectfully request your "AYE" vote when the bill is heard in the Assembly Local Government Committee. If you have any questions about our position or this bill, please contact ACWA Senior State Relations Advocate, Kristopher Anderson, at KrisA@acwa.com or (916) 441-4545.

Sincerely,

Kristopher M. Anderson, Esq.
Senior State Relations Advocate
Association of California Water Agencies

Mary Rogren
General Manager
Coastside County Water District

Chad Wegley
General Manager
Alta Irrigation District

Ernesto A. Avila
Board President
Contra Costa Water District

David J. Coxey
General Manager
Bella Vista Water District

James Lee
General Manager
Crescenta Valley Water District

Tina Tyler-O'Shea
Board President
Brooktrails Township Community Services
District

Jennifer A. Spindler
General Manager
Crestline-Lake Arrowhead Water Agency

Michael Quigley
Executive Director
California Alliance For Jobs

John Bosler
General Manager/CEO
Cucamonga Valley Water District

Danielle Blacet-Hyden
Deputy Executive Director
California Municipal Utilities Association

Daniel Muelrath
General Manager
Diablo Water District

Kristine McCaffrey
General Manager
Calleguas Municipal Water District

Jan Lee
General Manager
Dublin San Ramon Services District

Norman Huff
General Manager
Camrosa Water District

Joe Mouawad, P.E.
General Manager
Eastern Municipal Water District

Natalie Rogers
Mayor
City of Santa Rosa

Mike Myatt
Senior Director, Climate Resilient Water
Systems
Environmental Defense Fund

Jack Bebee
General Manager
Fallbrook Public Utility District

Bruce Kamilos, P.E.
General Manager
Florin Resource Conservation District/Elk Grove
Water District

Nicholas Schneider
General Manager
Georgetown Divide Public Utility District

Brian M. Olney
General Manager
Helix Water District

Hannah Davidson
Water Resources Specialist II
Hidden Valley Lake Community Services District

Paul A. Cook
General Manager
Irvine Ranch Water District

Jeremy Wolf
Legislative Program Manager
Las Virgenes Municipal Water District

Pat Kaspari
General Manager
McKinleyville Community Services District

Matt Hurley
General Manager
McMullin Area Groundwater Sustainability
Agency

Elizabeth Salomone
General Manager
Mendocino County Russian River Flood Control
& Water Conservation Improvement

Kathryn Wuelfing
General Manager
Mid-Peninsula Water District

Justin Scott-Coe
General Manager
Monte Vista Water District

Nick Turner
General Manager
Montecito Water District

Jennifer Hanson
General Manager
Nevada Irrigation District

Kimberly A. Thorner
General Manager
Olivenhain Municipal Water District

Kyle Swanson
CEO/General Manager
Padre Dam Municipal Water District

Anthony L. Firenzi
Director of Strategic Affairs
Placer County Water Agency

Trent Taylor
Water Resources Manager
Rosedale-Rio Bravo Water Storage District

Betsy Miller
General Manager
San Bernardino Valley Water Conservation
District

Paul Helliker
General Manager
San Juan Water District

Matt Stone
General Manager
Santa Clarita Valley Water Agency

Peter M. Rietkerk
General Manager
South San Joaquin Irrigation District

Justin Hopkins
General Manager
Stockton East Water District

Carlos Quintero
General Manager
Sweetwater Authority

Sean Barclay
General Manager
Tahoe City Public Utility District

Matthew Litchfield
General Manager
Three Valleys Municipal Water District

Deanna Jackson
Executive Director
Tri-County Water Authority

Gary Arant
General Manager
Valley Center Municipal Water District

Erik Hitchman
General Manager
Walnut Valley Water District

Craig D. Miller, P.E.
General Manager
Western Municipal Water District

cc: The Honorable Lori Wilson
Honorable Members, Assembly Committee on Local Government
Jimmy MacDonald, Principal Consultant, Assembly Committee on Local Government
William Weber, Consultant, Assembly Republican Caucus

San Bernardino Valley Water Conservation District

Monthly Recharge Report

From: 4/1/2024

To: 4/30/2024



	April				
	Avg Daily Recharge	Monthly Recharge	Recharge WYTD	10yr Avg Recharge*	BTAC Max**
Santa Ana River	164.1	4,923	22,472	14,913	71,250
Mill Creek	72.0	2,161	6,303	4,568	42,750
Plunge Creek	6.3	190.4	1,084	1,233	#N/A
State Water Project	13.6	409	16,740	7,093	#N/A
In River Channel Recharge***	33.5	1,004	4,513	#N/A	#N/A
Total	290	8,687	51,112	27,807	114,000

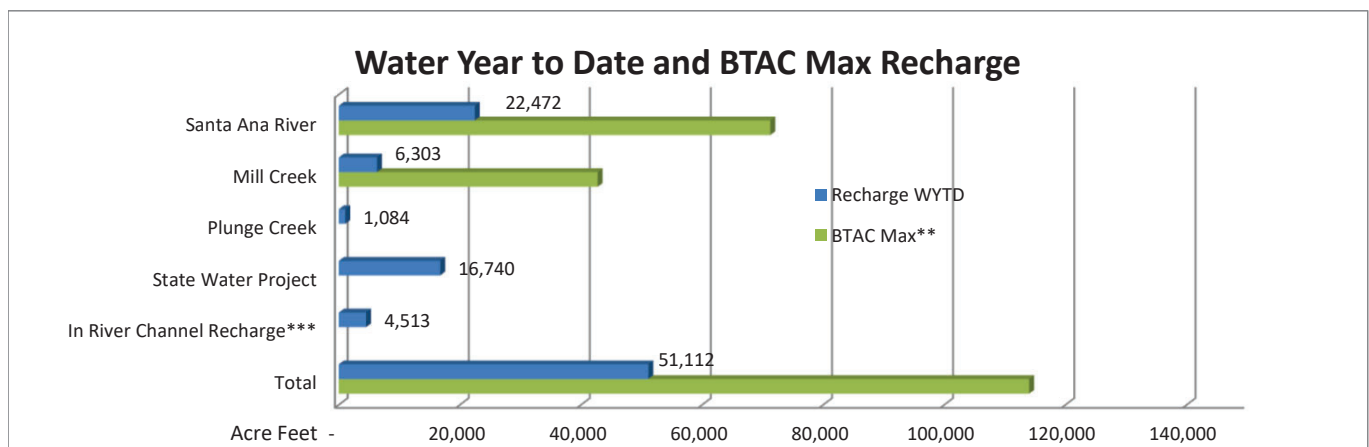
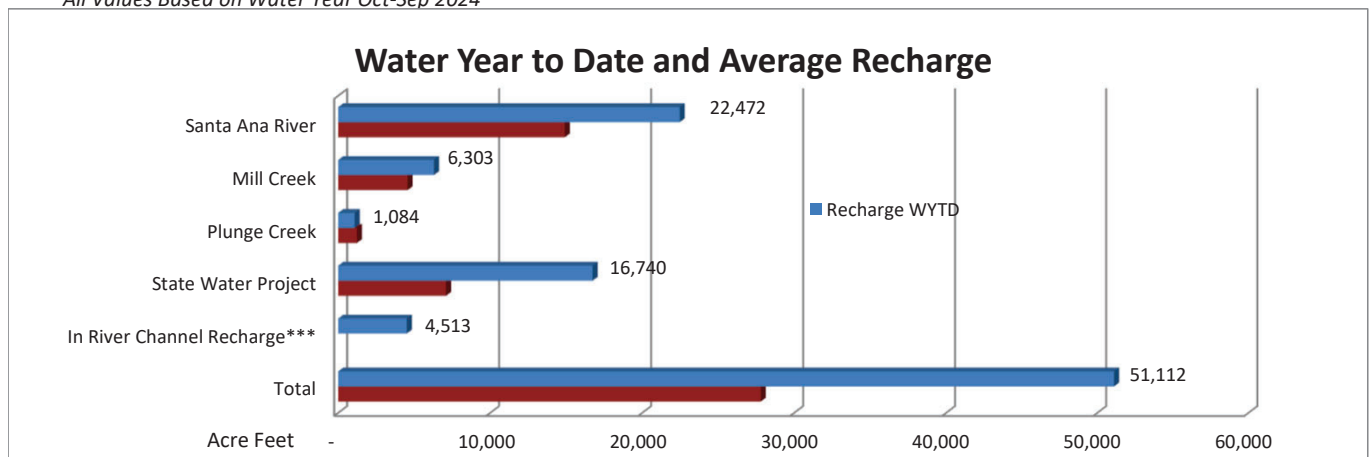
Values in Acre Feet

* Plunge Creek only has 3 years of available data

**BTAC Revised Max in December 2023

***Monitoring began in Mid-April 2011

**** All Values Based on Water Year Oct-Sep 2024



TRAVEL AND EXPENSES COST ESTIMATE

Name of Event:	Toward Sustainable Groundwater in Agriculture-Water Education Foundation
Event Dates:	06/17/2024-06/20/2024
Conference Location:	Burlingame, CA
Requested by:	Melody McDonald

GL	GL Name	Cost	Notes
	6401 Directors Fees (\$270)	\$ 1,080.00	4 days
	6410 Mileage (.67)	\$ 26.80	
	6415 Air Fare	\$ 670.00	
	6420 Other Travel	\$ -	(Parking/Taxi/Rental Car)
	6425 Meals	\$ 100.00	
	6430 Lodging	\$ 560.00	4 days
	6435 Conference Registration (Full)	\$ 795.00	
Estimated Total		\$ 3,231.80	

2024 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. 10 Board Meeting
Jan. 24 2nd Qtr. Finance & Admin Committee

FEBRUARY						
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		

Feb. 6 Operations Committee
Feb. 14 Board Meeting

MARCH						
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						

Mar. 13 Board Meeting
Engineering Investigation Report Presentation

APRIL						
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				

Apr. 10 Board Meeting
Public Meeting/Groundwater Charge
Apr. 16 3rd Qtr. Finance & Administration Committee
April 17 Operations Committee
Apr. 24 Board Meeting
Public Hearing/Groundwater Charge
April 24 Budget Workshop

MAY						
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	

May 15 Board Meeting
May 21 Operations Committee

JUNE						
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						

Jun. 12 Board Meeting

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. 10 Board Meeting
Jul 24 4th Qtr. Finance & Admin Committee

AUGUST						
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

Aug. 6 Operations Committee
Aug. 14 Board Meeting

SEPTEMBER						
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					

Sept. 11 Board Meeting

OCTOBER						
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		

Oct. 9 Board Meeting
Oct 30 1st Qtr. Finance & Admin Committee

NOVEMBER						
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

Nov. 5 Operations Committee
Nov. 13 Board Meeting

DECEMBER						
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				

Dec. 11 Board Meeting
(@ 9:30 a.m.)
Annual Luncheon