



**SPECIAL NOTICE REGARDING
CORONAVIRUS DISEASE 2019 (COVID-19)
AND PARTICIPATION IN PUBLIC MEETINGS**

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The San Bernardino Valley Municipal Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. Accordingly, it has been determined that all Board and Workshop meetings of the San Bernardino Valley Municipal Water District will be held pursuant to the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue.

REGULAR MEETING OF THE BOARD OF DIRECTORS
TUESDAY, APRIL 19, 2022 – 2:00 P.M.

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the April 19, 2022, meeting of the San Bernardino Valley Municipal Water District online and by telephone as follows:

Dial-in Info: (877) 853 5247 US Toll-free

Meeting ID: 684 456 030

PASSCODE: 3802020

<https://sbvmwd.zoom.us/j/684456030>

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to comments@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Monday, April 18, 2022. All public comments will be provided to the President and may be read into the record or compiled as part of the record.

IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Please keep in mind: (1) This is a public meeting; as such, the virtual meeting information is published on the World Wide Web and available to everyone. (2) Should you participate remotely via telephone, your telephone number will be your "identifier" during the meeting and available to all meeting participants; there is no way to protect your privacy if you elect to call in to the meeting.



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
380 E. Vanderbilt Way, San Bernardino, CA 92408

REGULAR MEETING OF THE BOARD OF DIRECTORS

AGENDA

2:00 PM Tuesday, April 19, 2022

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

1) PUBLIC COMMENT

Any person may address the Board on matters within its jurisdiction.

2) APPROVAL OF MINUTES

2.1 April 5, 2022, Meeting (Page 4)
[BOD Minutes 040522](#)

3) DISCUSSION AND POSSIBLE ACTION ITEMS

3.1 Consider authorizing the CEO/General Manager to execute a consulting services agreement with Geoscience, Inc. for the preparation of a Conjunctive Use Project Plan as part of the Three-Party Agreement between San Gorgonio Pass Water Agency, Valley District, and Yucaipa Valley Water District (Page 12)

[Staff Memo - Consider authorizing the CEO/GM to execute consulting agreement with Geoscience, Inc. for the preparation of a Conjunctive Use Project Plan as part of the Three-Party Agreement between San Gorgonio Pass Water Agency, Valley District, and Yucaipa Valley Water District](#)
[Consulting Services Agreement with Geoscience for Conjunctive Use Project Plan](#)

3.2 Consider Authorizing CEO/General Manager to Execute a Three -Year Purchase Agreement for EarthTec Product with Earth Science Laboratories (ESL) (Page 35)

[Staff Memo - Consider Authorizing CEO/General Manager to Execute a Three -Year Purchase Agreement for EarthTec Product with Earth Science Laboratories \(ESL\)](#)
[Three-Year Purchase Agreement for EarthTec with ESL](#)

3.3 Consider authorizing the CEO/General Manager to execute a \$18,784 contract amendment with Geoscience, Inc. for modeling services related to the proposed Artificial Recharge Project at the Cactus Basins (Page 52)

[Staff Memo - Consider authorizing the CEO/General Manager to execute a \\$18,784 contract amendment with Geoscience, Inc. for modeling services related to the proposed Artificial](#)

Recharge Project at the Cactus Basins
Contract Amendment

4) **REPORTS (Discussion and Possible Action)**

4.1 State Water Project Report (Page 63)

Staff Memo - SWP Report

Response to Decreased SWP Allocation Press Release

SWP Contract Extension Litigation Press Release

SWP Monterey Agreement Litigation Press Release

Sites Reservoir Project Messaging

Sites Reservoir Project Status Report

Letter from Sierra Club on Sites Reservoir Project

4.2 Directors' Report of Activities (Page 82)

SBVMWD Director Fees and Expenses paid in March 2022

Director Botello Activity Report - March

Director Harrison Activity Report - March

Director Hayes Activity Report - March

Director Kielhold Activity Report - March

Director Longville Activity Report - March

4.3 General Counsel Report

4.4 SAWPA Meeting Report

4.5 Operations Report (Page 88)

Operations Report - March 2022

4.6 Treasurer's Report (Page 94)

Treasurer's Report - March 2022

5) **FUTURE BUSINESS**

6) **ANNOUNCEMENTS**

7) **CLOSED SESSION**

7.1 Conference with Real Property Negotiators

Property: Southern California Edison East End Hydroelectric Generation Plants

Agency negotiator: Heather Dyer, Wen Huang

Negotiating parties: Southern California Edison Company

Under negotiation: Price and terms of payment

7.2 Conference with Legal Counsel - Existing Litigation - (Paragraph (1) of subdivision (d) of

Section 54956.9) Name of case: In re BlueTriton Brands, Inc. (successor by name change to

Nestle Waters North America, Inc.) on draft Cease and Desist Order, pending before State

Water Resources Control Board Administrative Hearings Office

8) **ADJOURNMENT**

PLEASE NOTE:

Materials related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 380 E. Vanderbilt Way, San Bernardino, during normal business hours. Also, such documents are available on the District's website at www.sbvmd.com subject to staff's ability to post the documents before the meeting. The District recognizes its obligation to provide equal access to those individuals with disabilities. Please contact Melissa Zoba at (909) 387-9228 two working days prior to the meeting with any special requests for reasonable accommodation.

**MINUTES
OF
THE
REGULAR BOARD MEETING
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

April 5, 2022

Directors Present: Gil J. Botello, T. Milford Harrison, June Hayes, Susan Longville, and Paul R. Kielhold.

Directors Absent: none

Staff Present:

Wen Huang -- Deputy General Manager/Chief Engineer
Jose Macedo, ML, CPT (USA Retired) – Chief of Staff / Clerk of the Board
Cindy Saks, CPA – Deputy General Manager/Chief Financial Officer
Melissa Zoba, MBA, MPA – Chief Information Officer

Kristeen Farlow, MPA – Strategic Communications Manager
Anthony Flordelis – Business Systems Analyst
Matt Howard, MS – Water Resources Senior Planner
Adekunle Ojo, MPA – Water Resources Manager
Karen Resendez, MA – Human Resources / Risk Manager

Olivia Ramirez – SBVMWD Intern

Brad Neufeld, Varner & Brandt, District Counsel

Members of the Public in Attendance:

Brian Dickinson, City of Colton
Melody McDonald, San Bernardino Valley Water Conservation District
Jennifer Ares, Yucaipa Valley Water District
Cris Fealy, Fontana Water Company
Ben Kelly, Western Heights Mutual Water
Fabian Valdez Jr., Redistricting Insights, LLC
Kelly Rowe
Kevin O'Toole
K. Walton

Audience attendance will be recorded in the minutes based on registration information generated in the teleconference or by stating their name during this time. There were no email comments or Zoom requests to speak on non-agenized items.

The regular meeting of the Board of Directors was called to order by President Kielhold at 2:00 p.m. Director Botello led the Pledge of Allegiance. A quorum was noted present by roll call.

All actions taken by the Board at the meeting will be conducted by a roll-call vote.

Agenda Item 1. Public Hearing.

1.1) Consider Adoption of Resolution No. 1149 - Relocating Boundary Lines of the District's Board of Directors Divisions. President Paul Kielhold announced the public hearing of the San Bernardino Valley Municipal Water District (District) Board of Directors on redistricting of the District's division boundaries.

Chief Information Officer Melissa Zoba confirmed the agenda for this meeting was posted in accordance with the Brown Act on April 1, 2022. She reviewed the public hearing process and advised that today is the fifth public hearing, and the intention is to adopt new division boundaries.

In addition to regular agendas, public outreach included information on the District's website, press releases, and notices in nine local newspapers and on social media, she said. Verbal comments and feedback have been received via email and three hand-drawn map submissions, she reported. All have been included in the responses by the redistricting consultant.

Following a vote by the Board, staff will prepare the resolution, written description of division boundaries, and digital files to be submitted to the Registrar of Voters by the deadline on April 18, Ms. Zoba explained.

Mr. Fabian Valdez of Redistricting Insights reviewed map changes since the prior meeting. Director Harrison requested a large printout of his district.

Director Longville reminded that an overlay of retail water agencies boundaries had been requested. She thanked staff, consultant, and colleagues for their work on the collaborative process, and said she is proud of the results.

Director Harrison echoed Director Longville's comments and noted the process went smoothly.

President Kielhold thanked staff and consultants for redrawing the lines in conformance with the law while causing a minimum of disruption to the taxpayers.

President Kielhold declared the public hearing open at 2:14 p.m. and invited public comment. There were no comments. The public hearing was closed at 2:15 p.m.

Resolution No. 1149 relocating boundary lines of the divisions of San Bernardino Valley Municipal Water District was adopted by the following roll-call vote:

MOVED: Harrison	SECONDED: Botello	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Longville, Kielhold	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

Resolution No. 1149

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT RELOCATING BOUNDARY LINES OF THE DIVISIONS OF SAID DISTRICT

(See Resolution Book)

Agenda Item 2. Public Comment

President Kielhold stated that any member of the public wishing to make any comments to the Board may do so. There was no public comment.

Agenda Item 3. Approval of Minutes of the March 15, 2022, Board meeting.

The minutes of the March 15, 2022, Regular Board meeting were approved by the following roll-call vote:

MOVED: Longville	SECONDED: Hayes	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Longville, Kielhold	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

Agenda Item 4. Discussion and Possible Action Items

4.1) Consider Nominations of the Special District Election for the Regular Local Agency Formation Commission Member and Alternate Member. Strategic Communications Manager Kristeen Farlow provided background and process information on the San Bernardino Local Agency Formation Commission (LAFCO). Information on the current Special District member and alternate member election was received in March, she advised. After discussion, the Board made candidate selections.

The Board authorized a vote for the following:

- Special District Member: Steven Farrell, Crestline Village Water District
- Alternate Member: David Raley, San Bernardino Valley Water Conservation District

and directed staff to cast the ballot accordingly by the deadline of 5 p.m. on April 25, 2022, by the following roll-call vote:

MOVED: Longville	SECONDED: Botello	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

4.2) Presentation of the Results from 2021 Change in Groundwater Storage Calculation. Water Resources Manager Adekunle Ojo pointed to the water policy and water management implications of the change in storage calculation. Storage is a great indicator of the health of a basin, taking into consideration rainfall, pumping, conservation, and imported water availability which affect the storage numbers, he explained.

The storage numbers show the importance of local rainfall in the long-term sustainability of groundwater basins, and the effectiveness of management action. They also show the value of the region's investment in the State Water Project (SWP). Groundwater storage would be lower without the SWP investment, Mr. Ojo noted.

Mr. Ojo reviewed the storage numbers and noted that average precipitation in 2021 was 62 percent below average, and the SWP Table A water received was 95 percent below the Table A allocation; so, it is not surprising that storage decreased. Despite the decrease, the Rialto-Colton Basin is still 86 percent full, San Bernardino Basin is at 84 percent, and Yucaipa Basin is at 80 percent. There is still a lot of water in the ground and these basins are on a sustainable path, he advised.

Mr. Ojo pointed out that the San Bernardino Basin is on an upward trajectory from its storage low in 2018. The Groundwater Council and importation of water has made an impact, he noted, and the level declined by just 1.7 percent.

Part of the reason that loss has slowed in the Yucaipa Basin is the investment in SWP in recent years, and the path to sustainability was confirmed by the recently completed Groundwater Sustainability Plan for the basin, Mr. Ojo explained.

Mr. Ojo advised that staff plans for water supply reliability and monitors the inflow and outflow, and net increase and decrease. The results presented today fit into the annual water supply and demand assessment required by the State, which will be submitted in June. It also becomes a key component of the Basin's operating ranges that are being developed by the Basin Technical Advisory Committee, he said.

4.3). Consider In-Person meetings or alternatively Resolution No. 1148 authorizing the San Bernardino Valley Municipal Water District to conduct remote meetings for the period April 5, 2022, through May 4, 2022. Chief Information Officer Melissa Zoba reminded the Board of the direction to staff to agendize consideration of return to in-person meetings.

District Legal Counsel Brad Neufeld gave an overview of current California COVID-19 related requirements. Masks are no longer required for vaccinated employees, but employers can choose to impose more restrictive requirements, he explained. The Riverside County Department of Public Health still recommends social distancing and masks. He presented three options to the Board: in person, hybrid meetings, or teleconferencing under the Brown Act.

Mr. Neufeld briefed the Board on two bills pending in the legislature with potential to become law on January 1, 2023, which may provide some relief from the teleconferencing requirements of the Brown Act.

In response to Vice President Hayes, Counsel Neufeld noted that it would be an option for the bills to become effective immediately, however current drafts do not include any urgency language. Bills could be amended to include that language, he said.

The Board of Directors adopted Resolution No. 1148 authorizing the San Bernardino Valley Municipal Water District to conduct remote meetings for the period April 5, 2022, through May 4, 2022, by the following roll-call vote:

MOVED: Harrison	SECONDED: Longville	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

RESOLUTION NO. 1148

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT FOR THE PERIOD APRIL 5, 2022, THROUGH MAY 4, 2022, PURSUANT TO BROWN ACT PROVISIONS.

(See Resolution Book)

Agenda Item 5. Reports (Discussion and Possible Action Items)

5.1 CEO/General Manager's Report. No verbal report was given as a written report was included in the Board packet.

5.2 General Counsel Report. No report.

5.3 SAWPA Meeting Report.

Vice President Hayes reported on the following items taken at the April 5, 2022, Commission Meeting:

SAWPA Commission

- Authorized the release of a Request for Proposals to fill the Network Coordinator consultant for the California Integrated Regional Water Management (IRWM) Roundtable of Regions.
- Received the following informational report:
 - Joint Roundtable of Regions Letter Advocating for IRWM Funding

- Santa Ana Watershed Weather Modification Pilot Program Update and Implementation Schedule

President Kielhold reported on the following items:

PA 23 Committee

- Received the following informational reports:
 - SARCCUP Schedule Overview
 - SARCCUP Project Updates
 - SARCCUP Data Management Tool
 - SARCCUP Grant Payment Updates
 - Update on SARCCUP Project Management Services Task Order with Woodard & Curran

Director Harrison reported on the following items:

PA 24 Committee

- Authorized the release of a Request for Proposal for the Inland Empire Brine Line Pipeline Cleaning Services for Fiscal Years 2022 - 23 and 2023 - 24
- Received the following informational report:
 - Inland Empire Brine Line Reserve Policy

5.4 Board of Directors' Workshop - Resources – March 3, 2022. No oral report was given as a written report was included in the Board packet. The report was received and filed without changes.

5.5 Board of Directors' Workshop - Engineering – March 8, 2022. No oral report was given as a written report was included in the Board packet. The report was received and filed without changes.

5.6 Board of Directors' Workshop - Policy – March 10, 2022. No oral report was given as a written report was included in the Board packet. The report was received and filed without changes.

5.7 Board of Directors' Workshop – March 14, 2022. No oral report was given as a written report was included in the Board packet. The report was received and filed without changes.

Agenda Item 6. Future Business. None.

Agenda Item 7. Announcements. President Kielhold pointed out the list of announcements. Chief of Staff / Clerk of the Board Jose Macedo advised of an additional

Board Workshop on April 21, the Upper SAR Water Forum at ESRI on April 27, and the April 28 Wages, Benefits, and Insurance Workshop.

Agenda Item 8. Closed Session. None.

Agenda Item 9. Adjournment.

The meeting was adjourned at 2:46 p.m. by the following roll-call vote:

MOVED: Harrison	SECONDED: Longville	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

<p>APPROVAL CERTIFICATION I hereby certify to approval of the foregoing Minutes of San Bernardino Valley Municipal Water District.</p> <p>_____</p> <p>Secretary</p> <p>Date _____</p>

Respectfully submitted,

Lynda J. Kerney
 Contract Assistant



DATE: April 19, 2022

TO: Board of Directors

FROM: Heather Dyer, CEO/General Manager
Adekunle Ojo, Manager of Water Resources

SUBJECT: Consider authorizing the CEO/General Manager to execute a consulting services agreement with Geoscience, Inc. for the preparation of a Conjunctive Use Project Plan as part of the Three-Party Agreement between the San Gorgonio Pass Water Agency, Yucaipa Valley Water District, and Valley District

Staff Recommendation

Staff recommends the award of the contract for the preparation of a San Bernardino Basin Conjunctive Use Project Plan to Geoscience, Inc. in the amount \$178,936; Valley District's share of the cost is 1/3 or \$59,645.

Summary

This item was discussed at the Board of Directors Workshop – Engineering on April 12 and the Directors asked for the item to be brought to a regular Board meeting for consideration. Valley District is supporting the establishment of two separate 20,000-acre-foot storage accounts in the San Bernardino Basin, one for the Yucaipa Valley Water District (YVWD) and one for the San Gorgonio Pass Water Agency (Pass Agency), subject to the Terms and Conditions of the Conjunctive Use Guidelines of the Basin. The Conjunctive Use Project Plan (CUP Plan) will define the storage in details, perform groundwater modeling and project analysis, determine and mitigate impacts, and provide other pertinent information to assist the Basin Technical Advisory Committee (BTAC) and the Western-San Bernardino Watermaster to review and approve the proposal.

Geoscience was selected through a competitive process. A Request for Proposal was issued on December 9, 2021 and two proposals were received by the deadline from Geoscience, Inc. of San Dimas, CA and Geosyntec Consultants, Inc. of Pasadena. Geoscience's proposal is approximately \$18,000 lower in cost. Additionally, Geoscience has more experience and specific expertise in our basin to address key issues that may arise during the preparation of the CUP Plan than the other proposing firm. This item has been reviewed by the YVWD and Pass Agency General Managers and they will be taking the item to their respective Boards to approve their cost share. If approved

by the Board, Valley District will manage the contract on behalf of the parties and the project is expected to take 6-9 months to complete.

Background

Yucaipa Valley Water District is served imported water by both the San Geronio Pass Agency (Riverside County) and Valley District (San Bernardino County). Because of this geographic split, and the different water supply portfolios and rate structures of the two wholesale agencies, certain issues pertaining to reliability and equity emerged. As a result, in February 2019, a member of the YVWD Board approached both Valley District and the Pass Agency regarding these water supply reliability and financial equity concerns for the growing City of Calimesa and surrounding area in Riverside County served by YVWD. In response to this, the three agencies' Boards authorized their General Managers to participate in a facilitated process to evaluate alternatives and develop potential solutions to resolve the stated concerns. The overall goal of the collaborative process was to, first, fully understand the water supply issues in the Calimesa area and then determine how to best meet these needs. Based on the difficulties associated with jurisdictional boundary changes, facility-based and contractual alternatives to resolve the identified issues were preferred.

The commitment to store additional imported water in the San Bernardino Basin establishes a strong foundation for long-term interagency collaboration to meet common goals while resolving longstanding issues related to reliability and equity of water supply in the east end of our service area. Some of the imported water under this arrangement will come from the State Water Project purchased by Yucaipa and the Pass Agency and some will be "Nickel Water" acquired pursuant to the Pass Agency's 2017 contract with the Antelope Valley-East Kern Water Agency (AVEK), which allows the annual delivery of up to 1,700 acre-feet of non-SWP water to the Pass Agency through December 31, 2036 with the option for an additional twenty (20) years extension.

Fiscal Impact

The recommended three-way cost split is consistent with the cost share on other regional collaboration efforts that Valley District leads. The Pass Agency and YVWD will each reimburse Valley District a third of the project cost, \$119,290 in total. Valley District's cost share of \$59,645 will be included in the Fiscal Year 2022-2023 General Fund Budget; funding is available in the current budget under Budget Line 6360 (Consultants) to pay for any contractual expenses that may occur in the remaining days of the current fiscal year.

Attachment

Consulting Services Agreement

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of April 19, 2022 (“*Effective Date*”), by and between San Bernardino Valley Municipal Water District, a municipal water district organized and operating under the Municipal Water District Law of 1911 (“*District*”), and Geoscience Support Services, Inc., a California corporation (“*Consultant*”). District and Consultant are sometimes referred to herein collectively as “*Parties*” and individually as “*Party*.”

RECITALS

A. District is a public agency of the State of California and is in need of a qualified consultant to provide professional services for the following project:

JOB NAME: Preparation of a Conjunctive Use Project Plan and Related Groundwater Modeling

JOB NUMBER: 1698 Three Party Agreement

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such professional services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant will render such professional services to District.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I SCOPE OF SERVICES TO BE PERFORMED, TIME OF PERFORMANCE AND TERM

1.1 Term. The term (“*Term*”) of this Agreement shall commence on the Effective Date and shall automatically terminate upon earlier of: (a) June 30, 2023; or (b) the successful completion of Services (as defined below), unless earlier terminated.

1.2 Scope of Services and Time of Performance. During the Term of this Agreement, Consultant shall perform all services, and provide all materials, equipment, tools, labor, and expertise, necessary to furnish the professional services set forth in Consultant’s proposal in response to the RFP (“*Proposal*”), a true and correct copy of which is attached as *Exhibit “A”* hereto and incorporated herein by reference (collectively, “*Services*”). All Services shall be performed in accordance with the timeframes set forth in the Proposal.

1.3 Task Orders. From time to time, the Parties may make changes to or authorize certain work set forth in the scope of Services, including without limitation issuing additional instructions, requiring additional work, or deleting work previously ordered, by executing one or more task orders (each a “*Task Order*”). The provisions of this Agreement shall apply to all such

Task Orders. The costs of each Task Order, or any modification of time for completion that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before commencement of the work called for by such Task Order. A Task Order is a request for additional Services and/or changes to Services, and shall not be effective unless and until accepted in writing by both Parties. Consultant shall be solely responsible for all costs and expenses associated with any additional Services, including additional Services already performed, that have not been specifically agreed upon in writing by Consultant and District. As used in this Agreement, the term “*Services*” shall include Services added, deleted, or modified by any Task Order.

1.4 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a timely, competent, and professional manner.

1.5 Licenses. Consultant shall, in accordance with applicable laws and ordinances, obtain and maintain at its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required permit or license may result in immediate termination of this Agreement.

1.6 Standard of Care. Consultant shall perform all Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and competence ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

1.7 Relations with Construction Contractor. Consultant shall not directly or indirectly communicate with or consult with any construction or other District contractor utilized in the project, except in the presence of or with the specific written consent of the District.

1.8 Non-Exclusivity. District agrees that Consultant may perform services in matters that are not substantially related to the Services for people or entities that are or might be adverse to District. Subject to the restrictions of this Section 1.8 and Sections 3.2 and 3.3, Consultant will have no obligation to limit or restrict the assignment of its consultants, employees, and principals to other projects as a result of their performance of the Services.

ARTICLE II COMPENSATION AND EXPENSES

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, District shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule set forth in the Proposal (“*Compensation*”), which amount shall not exceed One Hundred and Seventy Eight Thousand Nine Hundred and Thirty Six Dollars Only (\$178,936) (“*Maximum Fee*”). To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed

under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.

2.2 Billing Procedure. On or before the tenth (10th) day of each month, Consultant will submit to District an accurate and complete statement (“**Invoice**”) for Services actually performed during the previous month and other amounts due under this Agreement. Each Invoice shall include, at a minimum: (a) District’s job name; (b) District’s job number; (c) Consultant’s point of contact for billing questions; (d) basis of billing; (e) total contract value; (f) total billing to date; (g) amount remaining in contract; (h) estimated percentage of completion at time of billing; and (i) a summary of Services actually performed during the billing period. Each Invoice shall be supported by such data substantiating Consultant’s right to payment as District may reasonably require.

2.3 Payment. District shall pay to Consultant within thirty (30) calendar days after receipt of an Invoice, or the resolution of any billing dispute, all undisputed amounts. District may withhold a portion of an Invoice because of defective Services not remedied or unsatisfactory prosecution of the Services by Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement. Payment of any Invoice shall not constitute acceptance of any Services completed by Consultant, and the making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.4 Disputed Invoices. In the event District disputes an Invoice, District shall provide a written explanation of the dispute to Consultant within thirty (30) days after receiving the Invoice. District and Consultant shall cooperate to resolve any disputed amount. District shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until the dispute has been resolved.

2.5 Expenses. District must pre-approve in writing each reasonable and necessary expense for which Consultant intends to seek reimbursement, which expenses are directly related to the performance of the Services. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to Consultant in accordance with District’s general reimbursement policy. Consultant shall submit an Invoice of all incurred expenses accompanied by reasonable supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and District will have no obligation of any kind to reimburse Consultant for unsupported expenses listed on such Invoices.

2.6 Taxes. Any Taxes imposed by governing taxing authorities with respect to the Services will be the responsibility of Consultant. “**Taxes**” shall mean all taxes imposed with respect to the provision of the Services and associated amounts payable with respect to the Services, whether denominated as sales taxes, gross receipts taxes, transaction privilege taxes, use taxes, excise taxes, or otherwise.

ARTICLE III
WORK PRODUCT; CONFIDENTIAL INFORMATION

3.1 Project Data. Consultant shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the proper, timely and complete performance and satisfaction of the Services.

3.2 Work Product. Upon completion or other termination of this Agreement, Consultant shall provide to District, and such other consultants approved by District, all papers, maps, models, designs, calculations, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "**Work Product**") developed from or associated with the Services. Upon completion of the Services, Consultant shall provide one reproducible physical copy and one electronic copy of all final Work Product described in the Proposal, in forms acceptable to District. Consultant acknowledges that all Services performed or Work Product prepared for District by Consultant hereunder, including without limitation all data, calculations, reports, models, working notes, drawings, designs, improvements, trademarks, patents, copyrights (whether or not registered or patentable), and specifications developed or prepared by Consultant in connection with or related to such Services or Work Product shall become the sole and exclusive property of District, unless specifically otherwise agreed upon in writing by District and Consultant. Consultant hereby unconditionally assigns, transfers and conveys to District all rights, interests and claims of any kind related thereto, including copyright. Consultant shall promptly disclose such Work Product to District and, at the District's expense, perform all actions reasonably requested by District (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing any necessary assignments, consents, powers of attorney, and other instruments). Notwithstanding the preceding, all pre-existing intellectual property owned by Consultant which is incorporated in or utilized to develop the Services performed or Work Product prepared for District hereunder shall remain the sole and exclusive property of Consultant; provided, however, that Consultant grants to District a non-exclusive, perpetual, fully transferable, worldwide, royalty-free, limited license to use such pre-existing intellectual property in connection with such Services or Work Product. Consultant shall not be held liable for reuse of Work Product or modifications thereof by District or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

3.3 Confidential Information. Consultant acknowledges that during the Term it may receive or have access to certain information, observations, and data (including without limitation trade secrets, designs, ideas, products, research, software, financial data, and personal information) concerning the business or affairs of District which is designated as confidential or proprietary or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("**Confidential Information**"). All Confidential Information is, and shall remain, the property of District. Consultant shall: (a) use all Confidential Information solely for the purpose of providing the Services described in this Agreement; (b) hold all Confidential Information in strict confidence; (c) protect all Confidential Information from dissemination to, and unauthorized access or use by, any third party, using the same level of care and discretion that it uses with its own similar information, which in no case will be less than commercially reasonable care; (d) restrict access to all Confidential Information to such of its personnel, agents, and/or subconsultants, if any, who have a need to have access in order to provide

the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information.

ARTICLE IV BOOKS AND RECORDS

4.1 Books and Records. Consultant shall keep and preserve for no less than four (4) years after the date of final billing or termination of this Agreement, whichever shall first occur, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to District under this Agreement (collectively, “**Books and Records**”). All Books and Records shall be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. District and its agents shall be given full access to such Books and Records during normal business hours. District and its agents shall have the right to make copies of any of the said Books and Records.

4.2 Work Product Documentation. Consultant further agrees to maintain all design calculations and final Work Product on file in legible and readily accessible form. In addition to the requirements of Section 3.2, Consultant shall make copies of such material available to District, at District’s sole cost and expense, and Consultant shall not destroy the originals of such materials and items, including any additions, amendments or modification thereto, unless District fails to object to such destruction upon Consultant providing District with sixty (60) days advance written notice, indicating that such material is scheduled to be destroyed.

ARTICLE V INDEPENDENT CONTRACTOR

5.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of District. Consultant acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.

5.2 Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner, or joint venturer of District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of District. Consultant shall not obligate District to do any other act that would bind District in any manner.

5.3 Further Assurances. Consultant shall furnish District with any documents or records that District reasonably believes necessary to properly and timely carry out the Services. District shall first tender written notice to Consultant regarding any documents or records that it reasonably believes necessary to properly carry out the Services. Consultant shall then have ten (10) days from the receipt of such notice to provide District with the requested documents or records.

ARTICLE VI TERMINATION

6.1 Termination. At any time during the Term of this Agreement, District may terminate this Agreement, in whole or in part, with or without cause, upon ten (10) working days' written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue Services except to the extent the notice otherwise directs. In the event District renders such written termination notice to Consultant, Consultant shall be entitled to compensation for all Services properly rendered prior to the effective date of the notice and all further Services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of Services properly rendered and shall be entitled to withhold compensation for defective Services or other damages caused by Consultant's work. Consultant acknowledges District's right to terminate this Agreement as provided in this Article VI, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed Work Product. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Services.

ARTICLE VII CALIFORNIA LABOR CODE PROVISIONS FOR PUBLIC WORKS PROJECTS

7.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall indemnify, defend, and hold harmless District and its directors, officers, employees, and agents from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure of Consultant or its subconsultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

7.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to California Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“**DIR**”). Consultant shall maintain registration for the duration of this Agreement and require the same of any of its subconsultants. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. Consultant shall have sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

7.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of California Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant agrees to comply with such provisions before commencing the performance of any Services.

ARTICLE VIII PROJECT MANAGEMENT

8.1 Consultant’s Representative. **Johnson Yeh**, PhD, PG, CHG (“**Consultant’s Representative**”) is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant’s Representative without first notifying District in writing of Consultant’s intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant’s Representative is unacceptable, Consultant shall submit alternate candidates until District determines the substitute Consultant Representative is acceptable.

8.2 District’s Representative. **Adekunle Ojo** (“**District’s Representative**”) is hereby designated to represent District and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. District may substitute District’s Representative at any time upon written notice to Consultant.

ARTICLE IX INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Indemnification. Consultant shall indemnify, defend, and hold harmless District and District’s directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys’ fees (collectively, “**Claims**”), arising out of or related to any acts or omissions, or goods, products, or services made, furnished, or otherwise provided, or alleged to be made, furnished, or otherwise provided, by Consultant or Consultant’s employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services. Consultant’s indemnification responsibility with respect to the Services shall exist and continue regardless of

the extent to which District may have reviewed and approved the Services performed by Consultant, except that Consultant shall not be responsible for any Claim attributable to the Services to the extent such Claim is attributable to a decision made by District with respect to which Consultant and District have specifically agreed in writing that District shall be the responsible party. Consultant's indemnification obligations shall not be affected by any insurance provisions or limitations of liability contained in this Agreement. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

9.2 Limitation of Liability. DISTRICT'S CUMULATIVE AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT OR BASED UPON A CLAIM OF STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER TORT OR STATUTORY BASIS, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY DISTRICT TO CONSULTANT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT UPON WHICH LIABILITY IS PREDICATED. IN NO EVENT WILL DISTRICT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, OR FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, DELAY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE PARTIES EACH ACKNOWLEDGE THAT THE FORGOING LIMITATION OF LIABILITY IS A MATERIAL CONDITION OF DISTRICT'S WILLINGNESS TO ENTER INTO THIS AGREEMENT, AND THAT DISTRICT WOULD NOT ENTER INTO THIS AGREEMENT BUT FOR SUCH LIMITATION.

ARTICLE X INSURANCE

10.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to District prior to commencing any Services under this Agreement and promptly upon request thereafter. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement. Consultant acknowledges that the insurance coverage and the policy limits set forth in this Agreement constitute the minimum coverage and policy limits required.

(a) Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability Insurance for bodily injury or death and property damage, including coverage for owned, non-owned, leased, and hired auto, with a minimum \$1,000,000 per person and \$2,000,000 per occurrence.

(c) Workers' Compensation Insurance as required by applicable law.

(d) Employers' Liability Insurance with limits of at least \$1,000,000 per occurrence.

(e) Professional Liability Insurance/Errors and Omissions Liability Insurance appropriate to Consultant's profession, with limits of liability of not less than \$2,000,000 each claim/annual aggregate.

10.2 Policy Requirements. All insurance policies required pursuant to this Agreement shall:

(a) For all liability policies, include an additional insured endorsement at least as broad as ISO CG 2010 07 04 and consistent therewith naming as additional insureds "San Bernardino Valley Municipal Water District and its directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns".

(b) Be on an "occurrence" basis, not a "claims-made" basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) Be primary and non-contributory with any insurance programs carried by or available to District.

(d) Waive all rights of subrogation and contribution against District and its insurers.

(e) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to District. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall prior to the revision, reduction or cancellation date, submit evidence of new insurance to District complying with this Agreement.

(f) Be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VIII or better in Best's Insurance Report.

10.3 Subconsultant Insurance. In the event Consultant subcontracts any portion of its performance, the agreement between Consultant and the subconsultant shall require the subconsultant to carry the same policies of insurance that Consultant is required to maintain pursuant to this Agreement.

**ARTICLE XI
REPRESENTATIONS AND WARRANTIES**

11.1 Representations and Warranties. Each Party represents and warrants the following:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of its state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct.

(b) All action on the part of such Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law.

(c) Such Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent such Party from performing its obligations under this Agreement.

(d) Such Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a best efforts basis to enable it to perform its obligations hereunder.

**ARTICLE XII
MISCELLANEOUS**

12.1 Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

12.2 Assignment. Consultant may not assign its rights and obligations hereunder, in part or in whole, without the prior written consent of District, which consent may be granted or withheld in District's sole discretion.

12.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

12.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

12.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

12.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at

that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to District: San Bernardino Valley Municipal Water District
Attn: Adekunle Ojo
380 East Vanderbilt Way
San Bernardino, CA 92408
Telephone: (909) 387-9223
E-Mail: adekunleo@sbvmwd.com

If to Consultant: Geoscience
Attn: Johnson Yeh
160 Via Verde, Ste. 150
Claremont, CA 91773
Telephone: (909) 451-6642
E-Mail: jyeh@geoscience-water.com

12.7 Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. The Superior Court of the State of California in and for San Bernardino County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

12.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

12.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

12.10 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

12.11 Time of the Essence. Time is of the essence in the performance of each and every provision or obligation of this Agreement as to which time is an element.

12.12 Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Agreement.

12.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

12.14 Attorneys’ Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

DISTRICT:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____

Name: _____

Its: _____

CONSULTANT:

GEOSCIENCE SUPPORT SERVICES, INC.

By: _____

Name: _____

Its: _____

EXHIBIT “A”

[Consultant’s Proposal]



January 31, 2022

Proposal for

*Preparation of a Conjunctive Use
Project Project Plan and Related
Groundwater Modeling*

Johnson Yeh, PhD, PG, CHG

Principal Groundwater Modeler

main office

160 Via Verde, Suite 150, San Dimas, CA 91773

main | 909.451.6650

jyeh@geoscience-water.com

Project Understanding

Meet CUP Guidelines

San Gorgonio Pass Water Agency (Pass Agency) and the Yucaipa Valley Water District (Yucaipa), (collectively Project Proponents) are working with the San Bernardino Valley Municipal Water District (Valley District), a San Bernardino Basin Watermaster, to store up to 20,000 acre-feet each, or 40,000 acre-feet total, of imported water in the San Bernardino Basin as part of a Joint Water Supply Agreement for the Calimesa Area. To use the basin for conjunctive use, the Project Proponents require approval from the Western-San Bernardino Watermaster (Watermaster). The purpose of this project is to assist the Project Proponents to prepare and submit the Conjunctive Use Project (CUP) plan, per the CUP Guidelines developed by the Basin Technical Advisory Committee (BTAC), to the BTAC for consideration. The BTAC will then make its recommendation to the Watermaster. Per the CUP Guidelines, the CUP Plan will define the project, consider basin losses during high groundwater conditions, perform groundwater modeling and project analysis, determine and mitigate impacts and provide other pertinent information to assist the BTAC and the Watermaster to review and approve the proposal.

Project Approach

Proven approach

Geoscience has worked extensively in the San Bernardino Basin and Upper Santa Ana River Basin to develop advanced modeling tools, including the Integrated Santa Ana River (SAR) Model, to better understand the effects of artificial recharge projects on surface and groundwater systems. Geoscience has the experience and expertise in this basin to thoroughly and efficiently address all the key issues that may arise during preparation of the Conjunctive Use Plan.

Key issues to develop this Conjunctive Use Plan

include verifying that State Water Project water is stored efficiently and avoids losses to rejected recharge, evapotranspiration, and underflow outflow and storing water does not adversely impact the movement of existing contaminate plumes. We will work closely with Pass Agency, Yucaipa, and Valley District to prepare a description of the means and schedule of recharge and recovery and develop the assumptions for the model predictive scenarios. The Upper Santa Ana River Integrated Model will be used to develop the CUP Plan. We will work with our sub-consultant partner, Kennedy Jenks Consultants (Kennedy Jenks), to estimate and provide anticipated costs associated with the project, including capital costs for possible new facilities, operational costs, energy costs, and administrative and other costs. The following sections discuss our proposed scope of work and deliverables.

Task 1: Define the Project

Subtask 1.1 Prepare A Description of the Means of Recharge and Recovery

We will work closely with the Project Proponents to prepare a project description of the means of recharge and recovery including any new required facilities. Geoscience has worked extensively in the San Bernardino Basin, and developed the previous Bunker Hill Conjunctive Use Plan and the Integrated SAR Model. We have carefully reviewed and compiled existing geohydrologic data including the recharge capacity of existing spreading grounds, production capacity of the existing wells, and contaminant plumes (e.g., perchlorate and TCE) that may potentially impact recharge and extraction operations from the CUP. Our team will work closely with Pass Agency, Yucaipa and Valley District to prepare a thorough project plan based on our understanding of the existing geohydrologic conditions in the basin.

Subtask 1.2 Develop CUP Recharge and Extraction Schedules

To assess potential impacts on groundwater levels and water quality from the CUP, we will develop recharge and extraction schedules for project scenarios and compare them with the Baseline

Scenario (i.e., No Project Scenario). We will then use the Integrated SAR Model to evaluate CUP project scenarios. The proposed project scenarios, including recharge and extraction schedules, will be based on recharge water availability and future planned water demands. As part of developing the Integrated SAR Model, Geoscience has already developed future hydrologic assumptions based on an analysis of historical hydrologic conditions in the basin. We will evaluate both “No Project” and “Project” conditions under average hydrologic conditions (including wet and dry climatic cycles). We will work closely with the Project Proponents to develop recharge and extraction schedules.

Subtask 1.3 Estimate CUP Cost

1.3.1 Cost Estimates without New Extraction Wells

We will prepare the capital and O&M costs (including energy costs) for the facilities proposed under Task 1.1. We will review as-built drawings and the current status of the recharge and recovery facilities. The costs will assume that the 20,000 AF of recharge for Pass Agency and Yucaipa (40,000 AF total) in the San Bernardino Basin is achieved through existing recharge basins and the recovery is through exchange(s).

1.3.2 (Optional) Cost Estimates for New Extraction Wells

Should one or more of the Project Proponents require new extraction wells, Geoscience will prepare locations and drilling cost estimates, and Kennedy Jenks will prepare the equipping and conveyance cost estimates. Estimates will be an American Society of Professional Estimators (AACC) level 5 estimate based on conceptual design data.

Task 2: Determine and Mitigate Impacts (Groundwater Modeling and Project Analysis)

Subtask 2.1 Develop Assumptions for

Baseline (No Project) and CUP Predictive Model Scenarios

Geoscience has already developed rigorous future scenario assumptions as part of previous development of the Integrated SAR Model. This will lower the cost and expedite scenario assumption development needed for this project. We will work closely with Project Proponents to develop the major assumptions for Baseline (No Project) predictive model scenarios including the hydrologic base period, groundwater pumping, surface water diversion, and groundwater replenishment.

CUP predictive model scenarios will be identical to the Baseline scenario, but with the additional CUP recharge and pumping developed for Subtask 1.2, as well as any mitigation measures, if necessary. The modeling analysis will include evaporation loss occurring in the spreading grounds, and a one-time, leave-behind for the benefit of the San Bernardino Basin (equal to 5% of the water stored) for agencies mostly, or completely, outside of Valley District’s service area. In developing the budget for this work, we have assumed that four model scenarios will be required, including one Baseline scenario (No Project) and three CUP scenarios.

Subtask 2.2 Run and Analyze Predictive Model Scenarios

We will prepare model input data, run model scenarios, and analyze model results. Various modeling computer codes will be used for this study including MODFLOW-NWT, MODPATH and MT3D-USGS.

The MODFLOW Groundwater Flow Model of the Upper Santa Ana River Integrated Model will be used to evaluate evaporation loss, changes in groundwater levels, underflow outflow to the Rialto-Colton Basin from the San Bernardino Basin, groundwater storage for various project scenarios, and potential liquefaction.

MODPATH is a particle-tracking software that will develop flow path lines and travel times in the vicinity of artificial recharge areas and contaminant plumes in the San Bernardino Basin using the results of groundwater flow model simulations.

The MT3D-USGS groundwater solute transport model of the Upper Santa Ana River Integrated Model will be required to simulate groundwater quality (e.g., TCE (Norton and Redlands-Crafton plumes) and perchlorate) in the San Bernardino Basin.

By running the MODFLOW, MODPATH, and MT3D- USGS components of the Upper Santa Ana River Integrated Model, we will determine the optimal location and amounts of recharge and recovery to confirm that the CUP will operate efficiently.

Task 3: Prepare the Conjunctive Use Project Plan

Subtask 3.1 Prepare a Draft Conjunctive Use Project Plan

We will prepare a draft Conjunctive Use Project Plan summarizing the work results from Tasks 1 and 2, as discussed above, for Project Proponent review. This draft CUP Plan will include information required per CUP Guidelines including project definition, potential groundwater impacts, and mitigation measures. We will also include model descriptions, assumptions, and results in the report.

Subtask 3.2 Prepare a Final Conjunctive Use Project Plan

A Final Conjunctive Use Project Plan will be prepared incorporating comments on the draft Conjunctive Use Project Plan.

Deliverables for Task 3:

- Draft Conjunctive Use Project Plan
- Final Conjunctive Use Project Plan

Task 4: Meetings and Project Management

Subtask 4.1 Prepare for and Attend Meetings

We will prepare for and attend four meetings including:

- Kickoff meeting to discuss the project goals

and objectives, scope of work, work product, and schedule.

- Status update meetings (assumes four meetings) to discuss project locations, recharge and extraction schedule, major assumptions for predictive model scenarios, and modeling results
- BTAC meetings (assumes two meetings) to provide overview modeling assumptions, modeling results, and Conjunctive Use Project Plan.

Subtask 4.2 Project Management

We will coordinate project activities throughout the project. Project management includes any additional hours and costs to cover tasks related to any unforeseen issues or requests that arise during the Project.

Organizational Chart

Experienced Staff



Johnson Yeh, PhD, PG, CHG

Principal Modeler

jyeh@geoscience-water.com



David Barnes, MEng

Senior Modeler

dbarnes@geoscience-water.com



Chris Coppinger, PG, CHG

Senior Geohydrologist

ccoppinger@geoscience-water.com



Leo Liu, MS, EIT

Senior Associate Modeler

liliu@geoscience-water.com



Si Si, MS, EIT

Senior Associate Modeler

ssi@geoscience-water.com



Kennedy Jenks

Harold Galser, PE - *Technical Advisor*

David Ferguson, PhD, PE - *Recharge & Recovery*

Paul Chau, PE, CEM - *Groundwater Recovery*

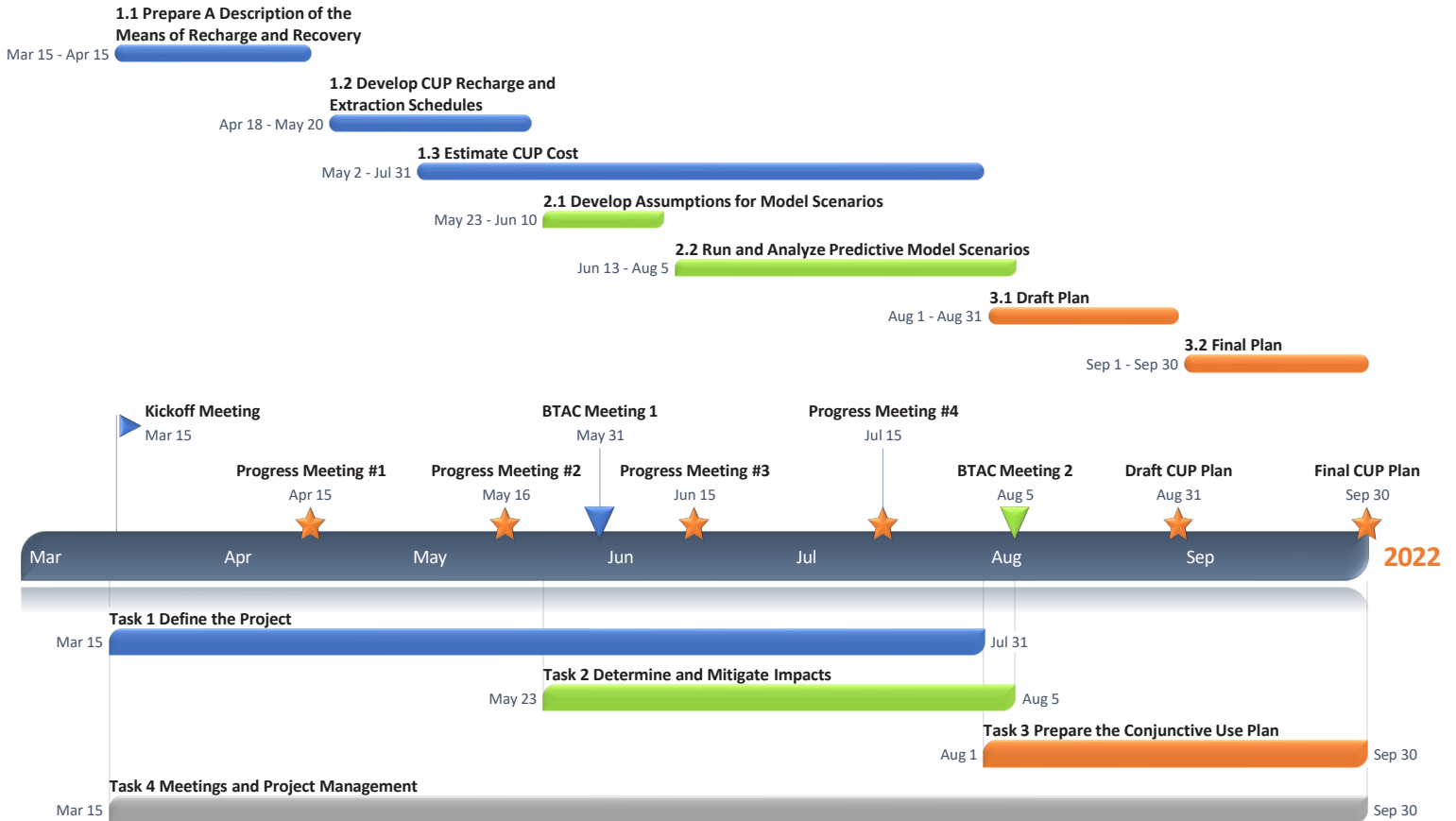
Connor Rутten, PE - *Hydraulic Modeling*

Janet Hoffman, PE, CEM - *Cost Estimator*

Team contact information is provided in Appendix A

Project Schedule

Expedite Plan Completion



Other Relevant Information

Proven Team and Performance

Project Challenge	Approach to Meet Challenge	Benefit	Past Performance
Comply with cooperative agreement	<ul style="list-style-type: none"> Same team that worked on the Bunker Hill Conjunctive Use Project Use existing and most up to date groundwater models 	<ul style="list-style-type: none"> Expedite plan development Provide accurate and thorough data to inform decisions Comply with CUP Guidelines 	<ul style="list-style-type: none"> Develop efficient recharge and extraction schedules without water quality impacts for the Bunker Hill CUP Developed and possess groundwater models used to develop plan in-house

Fee Schedule

Task Description										Sub-Consultant KJ									Totals				
	Principal Modeler	Senior Modeler	Senior Geohydro.	Project Modeler	Senior Associate Modeler	Associate Modeler	GSI/CAD Specialist	Clerical	GEOSCIENCE Labor	GEOSCIENCE Reimbursable Expenses	GEOSCIENCE Sub-Total	Eng-Sci-9	Eng-Sci-6	Eng-Sci-3	Project Admin.	Admin. Assist.	KJ Labor	KJ Reimbursable Expenses	KJ Sub-Total	GEOSCIENCE	Sub-Consultant KJ	Sub-Consultant Markup	Total Cost
Hourly Rate:	\$289	\$264	\$235	\$244	\$210	\$196	\$155	\$107				\$310	\$245	\$190	\$130	\$110							10%
Task 1 - Define the Project																							
1.1	Prepare A Description of the Means of Recharge and Recovery	2	8		20				\$ 6,890.00		\$ 6,890.00						\$ -		\$ -	\$ 6,890.00	\$ -	\$ -	\$ 6,890
1.2	Develop CUP Recharge and Extraction Schedules	2	8		20				\$ 6,890.00		\$ 6,890.00						\$ -		\$ -	\$ 6,890.00	\$ -	\$ -	\$ 6,890
1.3	Estimate CUP Cost																						
1.3.1	Cost Estimates without New Extraction Wells								\$ -		\$ -	8	26	14		2	\$ 11,730.00		\$ 11,730.00		\$ 11,730.00	\$ 1,173.00	\$ 12,903
1.3.2 (Optional)	Cost Estimates for New Extraction Wells			52					\$ 12,220.00		\$ 12,220.00	12	36	16	2	2	\$ 16,060.00		\$ 16,060.00	\$ 12,220.00	\$ 16,060.00	\$ 1,606.00	\$ 29,886
Subtotal without Optional Tasks (Task 1.1, 1.2 and 1.3.1):		4	16	0	40	0	0	0	\$ 13,780	\$ -	\$ 13,780	8	26	14	0	2	\$ 11,730	\$ -	\$ 11,730	\$ 13,780	\$ 11,730	\$ 1,173	\$ 26,683
Subtotal with Optional Tasks (Task 1.1, 1.2, 1.3.1 and 1.3.2):		4	16	52	40	0	0	0	\$ 26,000	\$ -	\$ 26,000	\$ 20	\$ 62	\$ 30	\$ 2	\$ 4	\$ 27,790	\$ -	\$ 27,790	\$ 26,000	\$ 27,790	\$ 2,779	\$ 56,569
Task 2 - Determine and Mitigate Impacts (Groundwater Modeling and Project Analysis)																							
2.1	Develop Assumptions for Baseline (No Project) and CUP Predictive Model Scenarios (Assuming 3 Project Scenarios)	4	24		40	16			\$ 19,028.00		\$ 19,028.00						\$ -		\$ -	\$ 19,028.00	\$ -	\$ -	\$ 19,028
2.2	Run and Analyze Predictive Model Scenarios (Assuming 3 Project Scenarios)	8	64		64	80			\$ 48,328.00		\$ 48,328.00						\$ -		\$ -	\$ 48,328.00	\$ -	\$ -	\$ 48,328
Subtotal:		12	88	0	104	96	0	0	\$ 67,356	\$ -	\$ 67,356	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 67,356	\$ -	\$ -	\$ 67,356
Task 3 - Prepare the Conjunctive Use Project Plan																							
3.1	Prepare a Draft Conjunctive Use Plan	4	24		24	24			\$ 16,252.00		\$ 16,252.00						\$ -		\$ -	\$ 16,252.00	\$ -	\$ -	\$ 16,252
3.2	Prepare a Final Conjunctive Use Plan	2	8		12	8			\$ 6,450.00		\$ 6,450.00						\$ -		\$ -	\$ 6,450.00	\$ -	\$ -	\$ 6,450
Subtotal:		6	32	0	36	0	32	0	\$ 22,702	\$ -	\$ 22,702	0	0	0	0	0	\$ -	\$ -	\$ -	\$ 22,702	\$ -	\$ -	\$ 22,702
Task 4 - Meetings and Project Management																							
4.1	Prepare for and Attend Meetings (Assuming 1 Kickoff meeting, 4 project team meetings, and 2 BTAC meetings)	8	40		8				\$ 14,552.00		\$ 14,552.00	12	4		2		\$ 4,960.00	\$ 252.00	\$ 5,212.00	\$ 14,552.00	\$ 5,212.00	\$ 521.20	\$ 20,285
4.2	Project Management	8	24		12		8		\$ 12,024.00		\$ 12,024.00						\$ -		\$ -	\$ 12,024.00	\$ -	\$ -	\$ 12,024
Subtotal:		16	64	0	20	0	0	8	\$ 26,576	\$ -	\$ 26,576	12	4	0	2	0	\$ 4,960	\$ 252	\$ 5,212	\$ 26,576	\$ 5,212	\$ 521	\$ 32,309
TOTAL HOURS AND COST without Optional Task 1.3.2:		38	200	0	200	96	32	8	\$ 130,414	\$ -	\$ 130,414	20	30	14	2	2	\$ 16,690	\$ 252	\$ 16,942	\$ 130,414	\$ 16,942	\$ 1,694	\$ 149,050
TOTAL HOURS AND COST with Optional Task 1.3.2:		38	200	52	200	96	32	8	\$ 142,634	\$ -	\$ 142,634	32	66	30	4	4	\$ 32,750	\$ 252	\$ 33,002	\$ 142,634	\$ 33,002	\$ 3,300	\$ 178,936

Notes:

- 1 Reimbursable Expenses include Subconsultant Fees, Mileage, and report reproduction costs.
- 2 Geoscience is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The work GEOSCIENCE performs does not fall under prevailing wage rate categories.
- 3 Geoscience's Schedule and Consultants Fee included with this bid are valid for a period of 6 months assuming the starting date shown in the baseline Schedule.
- 4 Geoscience will manage work hours between employee classifications or utilize other employee classifications provided that the total project fee is not exceeded without prior approval of the Owner. Geoscience will first request approval from the Owner before work hours are managed between Tasks as listed in the Consultants Fee Schedule.
- 5 Services not Specifically Identified in the Scope of Work are not included in this Agreement for Professional Services.
- 6 One (1) round of comments and resulting deliverable revision is budgeted for the Draft Conjunctive Use Project Plan (Task 4.1). Reasonable efforts within this budget will be made to address responsive comments. If comments or suggested revisions require additional effort outside of the proposed scope of work, then the revisions will only be performed upon consultation with the Owner and through a contract modification. The Final/100% Document Review will not incorporate any new comments.
- 7 Budget for Task 2.0 is an allowance only and represents a credible scope and budget based on the known information and Consultant's experience with similar projects. Effort for these tasks is limited to the budget identified in the Consultant Fee Estimate. Additional effort required for model scenario runs that is a result of change in initial scenario assumptions, or other unforeseen conditions and/or model assumption changes, will only be provided as authorized by the Client through a contract modification.
- 8 Consultant will use existing, owner-furnished model(s) as-is. Consultant assumes that the existing model has clear documentation of pertinent files required for running the model and that model files will be provided in an editable electronic format.
- 8 Groundwater model input files and model output files that were used to generate the deliverables provided in this scope of services will be made available to the client in .txt file format if requested. Specialized spreadsheets, software, or other electronic tools used to expedite the processing of model input and output files are the intellectual property of Geoscience Support Services Inc. and will not be provided.



Appendix A

Resumes

Resumes are provided on the following pages for all staff assigned to the project including:

Geoscience

- Johnson Yeh
- David Barnes
- Chris Coppinger
- Leo Liu
- Si Si

Kennedy Jenks

- Harold Glaser
- David Ferguson
- Paul Chau
- Connor Rutten
- Janet Hoffman

.....
All team members can be reached at:

Geoscience Support Services, Inc.
160 Via Verde, Suite 150
San Dimas, CA 91773
p. (909) 451-6650 | f. (909) 451-6638

Kennedy Jenks
300 N. Lake Avenue, Suite 1020
Pasadena, CA 91101
p. (626) 568-4302
.....



DATE: April 19, 2022

TO: Board of Directors

FROM: Heather Dyer, CEO/General Manager
Wen Huang, Chief Engineer/Deputy General Manager

SUBJECT: Consider Authorizing CEO/General Manager to Execute a Three -Year Purchase Agreement for EarthTec Product with Earth Science Laboratories (ESL)

Staff Recommendation

Authorize the CEO/General Manager to execute the 3-yr purchase contract with Earth Science Laboratories (ESL) at a fixed unit cost of \$18 per gallon for EarthTec, plus freight charges and tax.

Summary

Subsequent to the successful testing of the EarthTec product throughout the Valley District delivery system for treating algae growth in State Water Project (SWP) water, in 2017-2019, installation of two permanent injection systems was completed at the Sweetwater Turnout and Line Valve No. 2 of the Foothill Pipeline in 2019. To secure the best and lowest pricing, the Board of Directors entered into a 3-year purchasing agreement with ATS Innova on May 21, 2019. Similar to the approach that the Board took in 2019, a new 3-year purchase contract terms with ESL to secure a fixed unit cost of \$18 per gallon for EarthTec, plus freight charges and tax, is being proposed. This item was discussed at the Board of Directors' Workshop on April 12 and is being forwarded to the full Board for consideration.

Background

EarthTec is a highly soluble, low pH algaecide/bactericide designed for use in lakes, ponds, reservoirs, sedimentation basins, irrigation canals, treatment lagoons and water systems. The active ingredient in EarthTec is a highly biologically active form of the cupric ion (Cu⁺⁺), which is the only form of copper that is useful in controlling algae and bacteria. EarthTec is registered by the U.S. EPA as an algaecide/bactericide and is certified to NSF Certified Standard 60 as an

additive to drinking water. In addition, the Regional Water Quality Control Board has reviewed the EarthTec product for Valley District and approved of its application.

Due to increased algae growth throughout our delivery system in recent years, Valley District staff conducted a study to investigate ways to effectively treat algae. Algae tends to reduce groundwater recharge rates due to clogging, causes increased pre-treatment costs in surface water treatment plants served by SWP water, and can result in taste and odor problems in drinking water. From 2017 through 2019, staff conducted multiple tests with EarthTec to evaluate its effectiveness in mitigating algae growth in District facilities. The results from the tests proved to be very successful and have shown EarthTec product to be a viable option for treating algae growth.

Based on these results and the need to have a robust method to treat algae growth in the future, the District completed installation of two permanent injection systems that feed into the Foothill Pipeline. The two locations were strategically selected at the Sweetwater Turnout and Line Valve 2 along the Foothill Pipeline. The facilities in place now include liquid containment (i.e. tanks), protective structures (pre-engineered and fabricated buildings), metered dispensing equipment (feed pumps), and an injection quill.

To secure the best and lowest pricing, the Board of Directors entered into a 3-year purchasing agreement with ATS Innova, an EarthTec distributor, on May 21, 2019. Under this arrangement, the District was required to purchase an annual minimum amount of 13,500 gallons in exchange for a discounted, fixed price of \$18.50/gallon plus applicable taxes during the term of the agreement. As the contract is near at the end of term, ATS Innova recently informed Staff that they are no longer a distributor for EarthTec. Instead, Staff recommends that the Board of Directors consider a new 3-year purchase contract terms with ESL to secure a fixed unit cost of \$18 per gallon for EarthTec, plus freight charges and tax, with an annual minimum quantity commitment of only 4,500 gallons. ESL, or Earth Science Laboratories, is the manufacturer of EarthTec. Like the previous arrangement, the product will be delivered by a bulk tanker with 4,500 gallons each, with the most recent estimated freight charges of \$7,425 per load (or approximately \$1.65/gallon) in March 2022.

The proposed purchase agreement was drafted by House Counsel. Subsequent to the Workshop discussion on April 12, 2022, House Counsel reviewed some clarifying edits requested by ESL

and has incorporated, as necessary, into the Agreement, for consideration by the Board of Directors.

Fiscal Impact

The estimated average annual cost, based on three (3) loads of 4,500 gallons each, or 13,500 gallons of EarthTec, at \$18/gallon plus freight and taxes, would be approximately \$270,000, which is currently included in the approved State Project Fund budget for this year. San Geronio Pass Water Agency (SGPWA) will share 18.33% of the total cost, based on the actual quantities. Staff will include an appropriate amount in the respective State Project Fund Budgets for the next 2 years based on our projection of SWP deliveries at the time.

Attachment

- Three-year Purchase Agreement for EarthTec with ESL



April 6, 2022

TO:

Wen B. Huang, PE, MS
Chief Engineer / Deputy General Manager

Tom Holcombe
Operations Manager

David McArthur
Senior Instrumentation / Control Technician

San Bernardino Valley Municipal Water District
380 East Vanderbilt Way, San Bernardino, CA 92408

Reference: Three-year contract for EarthTec supply by Earth Science Labs

PROPOSAL FOR SUPPLY OF EARTHTEC

Earth Science Laboratories (ESL) proposes a three-year sole supplier contract for EarthTec for San Bernardino Valley Municipal Water District (SBV). Earth Science Labs will sell EarthTec directly to SBV with deliveries by a 4500-gallon tanker truck. The product price will be fixed at \$18.00 per gallon for the entire Term, with SBV responsible for freight costs, sales tax, and California mill tax.

To allow for flexibility due to water supply fluctuations for SBV, Earth Science Labs proposes that SBV orders a minimum of one tanker load each year.

SBV will also be responsible for the tanker truck access to the fill sites during deliveries as well as product storage.

A description of the proposed terms is listed in the CONTRACT TERMS below.



CONTRACT PROVISIONS

I. ORDER TERMS

The following is a summary for the proposed terms.

- 1 Product: EarthTec
- 1.1 4500-gallon tanker truck delivery to San Bernadino Valley Municipal Water District at a fixed price of \$18.00 per gallon for the contract term of three years (Term) (\$81,000.00).
- 1.2 Freight is additional at market rate. ESL will arrange for freight deliveries at the “best rate” then-available and will pass through such freight costs to SBV without markup. The most recent estimate in March is at a cost of \$ 7,425.00 (average \$1.65 per gallon)
- 1.3 SBV shall be responsible for California Mill Tax (2.175%), which will be added to all invoices as applicable (\$1,761.75)
- 1.4 SBV shall be responsible for applicable California sales and use taxes, which will be added to all invoices as applicable.

II. CLIENT’S RESPONSIBILITY

- 2.1 A minimum order of one (1) tanker truck per year of EarthTec.
- 2.2 Provide reasonable access for the EarthTec tanker truck to the application sites.

III. GENERAL PROVISIONS

- 3.1 ESL warrants that all EarthTec shipments have been produced in accordance with and comply with the EarthTec product specification sheet and sole manufacturer letter, both of which are attached as Exhibit A hereto and incorporated herein by reference. Except as stated herein, ESL makes no representations or warranties with regard to the EarthTec products and disclaims any implied warranties thereon, including any warranties of merchantability or fitness for a particular purpose.
- 3.2 This Agreement contains the entire understanding between the parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. Any modification of the terms of this agreement must be signed by ESL and SBV. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the parties as if they were originals.
- 3.3 ESL shall indemnify, defend, and hold harmless SBV and SBV’s directors, officers, employees, agents, and representatives from and against any and all third-party claims, losses, damages, liabilities, fines, penalties, costs, and expenses (including all legal costs such as reasonable attorneys’ fees, expert costs, court costs, and settlement expenses) (collectively, Claims) arising out of or related to breach of any warranty or representation made by ESL herein or any death, personal injury, bodily injury or property damage alleged to be caused by ESL or EarthTec; provided, however, that ESL’s indemnification obligations shall not apply to the extent any Claims are caused solely by the gross negligence or willful misconduct of SBV.



3.4 Neither party shall be liable to the other party for consequential, indirect, incidental, special, exemplary or punitive damages or damages for lost profits arising out of or relating to this agreement or the product. In no event shall either party’s aggregate liability to the other party arising out of or related to this agreement or the product (whether arising out of or related to tort, breach of contract or otherwise) exceed the total amount paid to ESL by SBV for the product. Notwithstanding the preceding, no limitation of liability shall apply to ESL’s indemnification obligations under this agreement.

We look forward to your response. If you accept the proposed contract terms, please forward an executed copy of this Agreement to the contacts below.

Tafadzwa “Tee” Mariga
 West Regional Manager
 Earth Science Laboratories, Inc.
 (817) 875-3665
tmariga@earthsciencelabs.com

Customer Service
 Administrative Assistant
 Earth Science Laboratories, Inc.
 (479) 278 - 2499 ext. 110
CustomerService@earthsciencelabs.com

Amber Allen
 CFO – www.earthsciencelabs.com
 Earth Science Laboratories, Inc.
 479-278-2499 Ext: 111
atalley@earthsciencelabs.com

Dated: _____, 2022.

EARTH SCIENCE LABORATORIES

By: _____

Name: _____

Its: _____



THE ABOVE PROPOSAL IS HEREBY ACCEPTED ON BEHALF OF SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT.

Dated: _____, 2022.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Heather P. Dyer
CEO/General Manager



EXHIBIT A

EARTHTEC PRODUCT SPECIFICATION SHEET AND SOLE MANUFACTURER LETTER

Safety Data Sheet

Issue Date: 07-Sep-2021

Revision Date: 21-Dec-2021

Version 1

1. IDENTIFICATION

Product identifier

Product Name EarthTec®

Other means of identification

SDS # ESL-010

Registration Number(s) EPA Reg. No. 64962-1
UN/ID No UN3082

Recommended use of the chemical and restrictions on use

Recommended Use For industrial use.

Details of the supplier of the safety data sheet

Supplier Address

Earth Science Laboratories, Inc.
903 N 47th Street, Suite 105
Rogers, AR 72756
earthsciencelabs.com

Emergency telephone number

Company Phone Number 1-800-962-1492
Emergency Telephone INFOTRAC 1-352-323-3500 (International)
1-800-535-5053 (North America)

2. HAZARDS IDENTIFICATION

Emergency Overview This product is registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal law. These requirements differ from the classification criteria and hazard information required for safety data sheets and for workplace labels of non-EPA registered chemicals. See Section 15 for EPA information.

Appearance Clear blue liquid

Physical state Liquid

Odor Minimal

Classification

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1

Signal Word

Danger

Hazard statements

Causes severe skin burns and eye damage



Precautionary Statements - Prevention

Do not breathe dusts or mists
 Wash face, hands and any exposed skin thoroughly after handling
 Wear protective gloves/protective clothing/eye protection/face protection

Precautionary Statements - Response

Immediately call a POISON CENTER or doctor
 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
 Immediately call a POISON CENTER or doctor
 IF ON SKIN (or hair): Take off immediately all contaminated clothing. Rinse skin with water/ shower
 Wash contaminated clothing before reuse
 IF INHALED: Remove person to fresh air and keep comfortable for breathing
 Immediately call a POISON CENTER or doctor
 IF SWALLOWED: Rinse mouth. Do NOT induce vomiting

Precautionary Statements - Storage

Store locked up

Precautionary Statements - Disposal

Dispose of contents/container to an approved waste disposal plant

Other hazards

Very toxic to aquatic life with long lasting effects

3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical name	CAS No	Weight-%
Copper sulfate pentahydrate	7758-99-8	18.25-21.75

If Chemical Name/CAS No is "proprietary" and/or Weight-% is listed as a range, the specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. FIRST AID MEASURES

Description of first aid measures

General Advice	Immediately call a poison center or doctor/physician.
Eye Contact	Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center or doctor/physician.
Skin Contact	Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse.
Inhalation	Remove person to fresh air and keep comfortable for breathing. Immediately call a poison center or doctor/physician.
Ingestion	Rinse mouth. Do NOT induce vomiting.

Most important symptoms and effects, both acute and delayed

Symptoms	May be harmful if swallowed. Causes severe skin burns and eye damage.
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Indication of any immediate medical attention and special treatment needed

Notes to Physician	Probable mucosal damage may contraindicate the use of gastric lavage. Have the product container or label with you when calling a poison control center or doctor or going for treatment. You may also contact INFOTRAC 1-800-535-5053 for emergencies.
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5. FIRE-FIGHTING MEASURES

Suitable Extinguishing Media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable Extinguishing Media Not determined.

Specific Hazards Arising from the Chemical

May react with high carbon metals to produce hydrogen gas, which can form an explosive mixture.

Protective equipment and precautions for firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

Personal Precautions Caution should be exercised regarding personal safety and exposure to released product. Keep unnecessary people away, isolate hazard area and deny entry.

Environmental precautions

Environmental precautions See Section 12 for additional Ecological Information.

Methods and material for containment and cleaning up

Methods for Containment Flush with water into retaining area or container.

Methods for Clean-Up Neutralize solution with bicarbonate of soda.

7. HANDLING AND STORAGE

Precautions for safe handling

Advice on Safe Handling Do not breathe dusts or mists. Wash face, hands and any exposed skin thoroughly after handling. Wear protective gloves/protective clothing and eye/face protection.

Conditions for safe storage, including any incompatibilities

Storage Conditions Store locked up. Store in a safe place away from pets and keep out of the reach of children. Store away from excessive heat. Product will freeze. Always store product above 32 degrees F (Do Not Freeze). Freezing may cause product separation. Always keep container closed. Keep away from galvanized pipe and any nylon storage or handling equipment.

Incompatible Materials Strong bases. Strong reducing agents.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Exposure Guidelines

Chemical name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Copper sulfate pentahydrate 7758-99-8	TWA: 1 mg/m ³ Cu dust and mist	TWA: 1 mg/m ³ Cu dust and mist	IDLH: 100 mg/m ³ Cu dust and mist TWA: 1 mg/m ³ Cu dust and mist

Appropriate engineering controls

Engineering Controls Showers. Eyewash stations. Ventilation systems.

Individual protection measures, such as personal protective equipment

Eye/Face Protection Wear eye/face protection.

Skin and Body Protection Wear long-sleeved shirt, long pants, and shoes plus socks. Chemical resistant protective gloves.

Respiratory Protection Refer to 29 CFR 1910.134 for respiratory protection requirements.

General Hygiene Considerations Handle in accordance with good industrial hygiene and safety practice.

9. PHYSICAL AND CHEMICAL PROPERTIES**Information on basic physical and chemical properties**

Physical state	Liquid	Odor	Minimal
Appearance	Clear blue liquid	Odor Threshold	Not determined
Color	Blue		

<u>Property</u>	<u>Values</u>	<u>Remarks • Method</u>
pH	0.2-0.3	
Melting point / freezing point	Not determined	
Boiling point / boiling range	220 °F	
Flash point	Not determined	
Evaporation Rate	Not determined	
Flammability (Solid, Gas)	Liquid-Not applicable	
Flammability Limit in Air		
Upper flammability or explosive limits	Not determined	
Lower flammability or explosive limits	Not determined	
Vapor Pressure	0.1 mm 68°F	
Vapor Density	1.0	(Air=1)
Relative Density	1.165-1.185	(Water=1)
Water Solubility	Completely soluble	
Solubility in other solvents	Not determined	
Partition Coefficient	Not determined	
Autoignition temperature	Not determined	
Decomposition temperature	Not determined	
Kinematic viscosity	Not determined	
Dynamic Viscosity	Not determined	
Explosive Properties	Not determined	
Oxidizing Properties	Not determined	

10. STABILITY AND REACTIVITY**Reactivity**

Not reactive under normal conditions.

Chemical stability

Stable under recommended storage conditions.

Possibility of hazardous reactions

None under normal processing.

Hazardous Polymerization Will not occur.

Conditions to Avoid

Incompatible Materials.

Incompatible materials

Strong bases. Strong reducing agents.

Hazardous decomposition products

Sulfur dioxide. Sulfur trioxide.

11. TOXICOLOGICAL INFORMATION**Information on likely routes of exposure****Product Information****Eye Contact** Avoid contact with eyes.**Skin Contact** Avoid contact with skin.**Inhalation** Do not inhale.**Ingestion** May be harmful if swallowed.**Component Information**

Chemical name	Oral LD50	Dermal LD50	Inhalation LC50
Copper sulfate pentahydrate 7758-99-8	= 472 mg/kg (Rat)	> 8 g/kg (Rabbit)	> 2.95 mg/L (Rat)

Symptoms related to the physical, chemical and toxicological characteristics**Symptoms** Please see section 4 of this SDS for symptoms.**Delayed and immediate effects as well as chronic effects from short and long-term exposure****Skin corrosion/irritation** Causes severe skin burns.**Serious eye damage/eye irritation** Causes severe eye damage.**Carcinogenicity** Based on the information provided, this product does not contain any carcinogens or potential carcinogens as listed by OSHA, IARC or NTP.**Numerical measures of toxicity**

The following values are calculated based on chapter 3.1 of the GHS document

Oral LD50 2,298.8506 mg/kg**Dermal LD50** 36,818.40 mg/kg**12. ECOLOGICAL INFORMATION****Ecotoxicity**

Very toxic to aquatic life with long lasting effects.

Component Information

Chemical name	Algae/aquatic plants	Fish	Crustacea
Copper sulfate pentahydrate 7758-99-8		0.09 - 0.19: 96 h Oncorhynchus mykiss mg/L LC50 static 0.1478 - 0.165: 96 h Oncorhynchus mykiss mg/L LC50 flow-through 0.66 - 1.15: 96 h Lepomis macrochirus mg/L LC50 semi-static 0.96 - 1.8: 96 h Lepomis macrochirus mg/L LC50 static 0.6752: 96 h Pimephales promelas mg/L LC50 static	0.147 - 0.227: 48 h Daphnia magna mg/L EC50 Static

Persistence/Degradability

Not determined.

Bioaccumulation

There is no data for this product.

Mobility

Not determined

Other Adverse Effects

Not determined

13. DISPOSAL CONSIDERATIONS

Waste Treatment Methods

- Disposal of Wastes** Disposal should be in accordance with applicable regional, national and local laws and regulations.
- Contaminated Packaging** Disposal should be in accordance with applicable regional, national and local laws and regulations.

California Hazardous Waste Status

Chemical name	California Hazardous Waste Status
Copper sulfate pentahydrate 7758-99-8	Toxic

14. TRANSPORT INFORMATION

Note

Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.

DOT

- UN/ID No** UN3082
- Proper Shipping Name** Environmentally hazardous substance, liquid, n.o.s. (Cupric Sulfate)
- Hazard class** 9
- Packing Group** III
- Reportable Quantity (RQ)** Cupric sulfate (10 lbs)
- Marine Pollutant** Yes, if inner package is greater than 119 gallons.

IATA

- UN number** UN3082
- Proper Shipping Name** Environmentally hazardous substance, liquid, n.o.s. (Cupric Sulfate)
- Transport hazard class(es)** 9
- Packing Group** III
- Description** This material ships as a marine pollutant when inner packagings exceed 5L

IMDG

UN number	UN3082
Proper Shipping Name	Environmentally hazardous substance, liquid, n.o.s. (Cupric Sulfate)
Transport hazard class(es)	9
Packing Group	III
Marine Pollutant	This material ships as a marine pollutant when inner packagings exceed 5L

15. REGULATORY INFORMATION

International Inventories

Chemical name	TSCA	TSCA Inventory Status	DSL/NDSL	EINECS/ELI NCS	ENCS	IECSC	KECL	PICCS	AICS
Copper sulfate pentahydrate	X				X	X		X	X

Legend:

- TSCA - United States Toxic Substances Control Act Section 8(b) Inventory*
DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List
EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances
ENCS - Japan Existing and New Chemical Substances
IECSC - China Inventory of Existing Chemical Substances
KECL - Korean Existing and Evaluated Chemical Substances
PICCS - Philippines Inventory of Chemicals and Chemical Substances
AICS - Australian Inventory of Chemical Substances

US Federal Regulations**CERCLA**

Chemical name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ)
Copper sulfate pentahydrate 7758-99-8	10 lbs	10 lbs	10 lbs

SARA 313

Chemical name	CAS No	Weight-%	SARA 313 - Threshold Values %
Copper sulfate pentahydrate - 7758-99-8	7758-99-8	18.25-21.75	1.0

CWA (Clean Water Act)

Chemical name	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Copper sulfate pentahydrate		X		

US State Regulations**California Proposition 65**

This product does not contain any Proposition 65 chemicals.

U.S. State Right-to-Know Regulations

Chemical name	New Jersey	Massachusetts	Pennsylvania
Copper sulfate pentahydrate 7758-99-8	X		X

EPA Pesticide Registration Number EPA Reg. No. 64962-1

EPA Statement

This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information required for safety data sheets, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label:

EPA Pesticide Label

Please see EPA label for additional information

Difference between SDS and EPA pesticide label

Please see EPA label for additional information

16. OTHER INFORMATION

<u>NFPA</u>	Health Hazards 2	Flammability 0	Instability 1	Special Hazards X
<u>HMIS</u>	Health Hazards 2	Flammability 0	Physical hazards 1	Personal Protection X

Issue Date: 07-Sep-2021
 Revision Date: 21-Dec-2021
 Revision Note: New format

Maximum Use Limit (MUL) associated with NSF certification is 19mg/L, which does not supersede the product label.

Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet



Earth Science Laboratories Inc. 903 N. 47th Street, Suite 105 Rogers, AR 72756

EarthScienceLabs.com 800.257.9283 479.278.2885(fax)

April 13, 2022

Wen B. Huang, PE, MS
Chief Engineer / Deputy General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way, San Bernardino, CA 92408

Reference: Sole Manufacturer Letter

Dear Mr. Huang:

This letter is to inform you that Earth Science Laboratories Inc. is the Sole Manufacturer of the following product(s):

- EarthTec®
- EarthTec® QZ

The above-named company is the Sole Manufacturer of the product(s) listed above, and no other company or firm manufactures such product(s). Competition in providing the above-named products(s) is precluded by the existence of a patent, copyright, secret process, or monopoly.

Sincerely,

A handwritten signature in black ink, appearing to be 'Paul Allen', is written over a horizontal line.

Earth Science Laboratories Inc.



DATE: April 19, 2022

TO: Board of Directors

FROM: Heather Dyer, CEO/General Manager
Wen Huang, Chief Engineer/Deputy General Manager
Adekunle Ojo, Manager of Water Resources

SUBJECT: Consider authorizing the CEO/General Manager to execute a \$18,784 contract amendment with Geoscience, Inc. for modeling services related to the proposed Artificial Recharge Project at the Cactus Basins

Staff Recommendation:

Staff recommends the Board of Directors authorize the CEO/General Manager to execute a \$18,784 contract amendment with Geoscience for modeling services related to the proposed Artificial Recharge Project at the Cactus Basins.

Summary:

On May 18, 2021, the Board of Directors approved a contract with Geoscience to provide modeling support for the Cactus Basins Artificial Recharge Project. Geoscience has since completed the original modeling scope, on schedule and on budget but requires an estimated 78 additional hours to modify model scenarios, prepare additional metrics, and provide ongoing modeling support for the California Environmental Quality Act (CEQA) impacts analyses, which is being led by Stantec. The modeling results are required to complete the CEQA Environmental Impact Report (EIR) for the project. If approved by the Board, the amendment will increase maximum compensation under the contract from \$84,142 to \$102,926.

Background:

As part of the ongoing efforts for artificial recharge in the Rialto-Colton Basin (up to 7,000 acre-feet per year initially depending on State Water Project availability), Valley District contracted with Geoscience last year to evaluate the potential impacts of artificial recharge at the proposed Cactus Basins on groundwater levels and perchlorate plume migrations.

In the past, Valley District facilitated the recharge of imported water for the Rialto-Colton Basin using the Linden Ponds; these are no longer in existence and were ineffective as groundwater replenishment for the Rialto-Colton Basin. In 2012, Valley District began the stakeholder process related to artificial recharge at the Cactus Basins and subsequently partnered with the San Bernardino County Flood Control District, which is the owner of basins with the primary interest of using these basins for flood control purposes. Due to the existence of a Superfund site (perchlorate contaminant plume) within close proximity of the basins, the stakeholders have had to carefully consider the impact of artificial recharge on the perchlorate plume and cleanup efforts led by the U.S. Environmental Protection Agency.

Due to potential habitat constraints in the lower Cactus Basins (i.e., Nos 1 and 2) and possible adverse impacts to the perchlorate plume migration from continuous recharge in the upper basins (i.e., Nos 4 and 5) based on earlier modeling studies, it is currently proposed that the artificial recharge will primary occur in the Cactus Basin Nos. 3 and 3a in the near future. When Basin Nos. 3 and 3a is not accessible due to maintenance activities or equipment failures, recharge may occur in Basin No. 5 on an intermittent basis with limited quantities. The proposed recharge quantities in Basin Nos 3, 3a, and 5 will be optimized via the modeling exercises. The conclusion and recommendation from the exercises will be incorporated into the environmental documentation for the Project being prepared by Stantec.

The contract amendment will allow Geoscience to assist staff and Stantec with addressing geohydrology comments on the Draft Environmental Impact Report and conducting additional as-needed technical analyses

Fiscal Impact:

The fiscal impact of the contract amendment is \$18,784. The expenditure for this item is available within the current fiscal year General Fund budget in Consultant account 6360. Some of the cost will be budgeted in the next fiscal year General Fund budget.

Attachment:

Contract Amendment

FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT

This First Amendment to the Consulting Services Agreement (“*Amendment*”) is entered into as of April 19, 2022, by and between Geoscience, Inc. (“*Consultant*”), and San Bernardino Valley Municipal Water District, a water district organized and existing under the California Municipal Water District Law of 1911 (“*District*”). Consultant and District are hereafter referred to individually as “*Party*” and collectively as the “*Parties*.”

RECITALS

A. The Parties entered into that certain Consulting Services Agreement, dated May 18, 2021 (“*Consulting Agreement*”), whereby Consultant agreed to provide certain professional services to District in connection with Modeling Support for the Proposed Artificial Recharge Project at the Cactus Basins. The Consulting Agreement provided for a Maximum Fee of \$84,142.

B. The Parties desire to amend the Consulting Agreement in accordance with Article 1.3 of the Consulting Agreement on Task Orders.

OPERATIVE TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals; Defined Terms. The Recitals are material to this Amendment, and by this reference are hereby incorporated herein. For purposes of this Amendment, all capitalized terms shall have the meanings given to such terms in the Consulting Agreement, unless such terms are otherwise defined herein.

2. Term. The Term of the Agreement is hereby extended and shall automatically terminate upon earlier of (a) June 30, 2023, or (b) the successful completion of the Services, unless earlier terminated.

3. Additional Services. In accordance with Article 1.3 of the Consulting Agreement, the Parties hereby expand the Services to include the additional professional services and activities described in Budget Amendment Request, dated March 11, 2022, which is attached as *Attachment “A”* to this Amendment and incorporated herein by this reference. Said services and activities shall be considered Additional Services under the Consulting Agreement and shall be performed and completed in accordance with the standards and obligations set forth in the Consulting Agreement.

4. Compensation. The Maximum Fee is hereby increased to One Hundred and Two Thousand, Nine Hundred and Twenty Six Dollars and Zero Cents (\$102,926.00), reflecting Eighteen Thousand Seven Hundred and Eighty Four Dollars and Zero Cents (\$18,784.00) for the

cost of the Additional Services described in Attachment “A” hereto. All references to Maximum Fee in the Consulting Agreement shall refer to the amount set forth herein.

5. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the Parties’ permitted successors and assigns. The Parties acknowledge and agree that except to the extent specifically provided in this Amendment, the Consulting Agreement shall continue in full force and effect as previously written.

6. No Other Modifications. The Parties acknowledge that this Amendment evidences the entire agreement between the Parties with respect to the matters addressed herein and supersedes all previous negotiations and discussions related thereto.

7. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Amendment as of the date first set forth above.

DISTRICT:

**SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT**

By: _____
Heather P. Dyer
CEO/General Manager

CONSULTANT:

GEOSCIENCE, INC.

By: _____

Name: _____

Its: _____

Attachment A

Budget Amendment Request from Geoscience dated March 11, 2022

GEOSCIENCE

The First Name in Groundwater

March 11, 2022

Mr. Adekunle Ojo
Manager of Water Resources
San Bernardino Valley Municipal Water District
300 East Vanderbilt Way
San Bernardino, CA 92408-3593

Re: Request for Budget Amendment for Consulting Services for the Proposed Artificial Recharge Project at the Cactus Basins

Dear Adekunle:

Per your request, Geoscience Support Services, Inc. (Geoscience) has prepared this budget amendment request for consulting services to provide additional modeling support for the proposed artificial recharge project as part of the Cactus Basins EIR. Additional scope of work and budget is detailed below.

Scope of Work

Task 2: Develop Assumptions for Model Scenarios, including Baseline Scenario (No Project), Project Scenario, and Alternative Project Scenario

Additional budget on Task 2 covers additional efforts to modify model scenario pumping and recharge assumptions for the OU2 New Extraction Well based on comments from the EPA, following an initial finalization of model assumptions confirmed by the EPA.

Task 3: Run Flow Model, Particle Tracking, and Perchlorate Model for Model Scenarios and Analyze Model Results

In Task 3, additional effort is required to rerun the model scenarios, reanalyzing both the baseline and scenario models with the updated assumptions from Task 2, and to conduct additional model scenario runs, including Scenario 2b.1 and 2b.2, to assess various recharge quantities. The proposed budget for Task 3 considered three model scenarios. In total, we now assess five model scenarios in the Final Report, including rerunning two model scenarios.

PO Box 220 Claremont, CA 91711
t. 909.451.6650
f. 909.451.6638
www.gssiwater.com

Prepare Additional Quantitative Metrics for Cactus Basin EIR Modeling

The project team has recommended the preparation of additional quantitative metrics to support the development of the EIR. This budget amendment includes preparation of two additional quantitative metrics to assess the effect of the Cactus Basin recharge on the plume. The two additional metrics are:

- Calculation of the volume-weighted average perchlorate concentration through time in a zone encompassing the plume area
- Analysis of the number of wells exceeding the perchlorate MCL in each model scenario

Task 4.0: Prepare Draft and Final Modeling Technical Memorandum

The approved budget includes preparation of a Draft and a Final Technical Memorandum. This budget amendment includes preparation of a Revised Draft Technical Memorandum for the Perchlorate Task Force members to review before finalizing.

Task 6.0: Prepare for and Attend Additional Meetings

In Task 6, we had originally budgeted for five meetings throughout the course of the project. We've prepped for and attended two additional Perchlorate Task Force meetings, conducted additional status update meetings, and conducted some additional coordination to clarify model assumptions during Task 2. In total, we've conducted nine meetings so far. Geoscience also expects to prepare for and attend two additional meetings to document and finalize the presentation of the quantitative metrics through the end of the project.

Cost Estimate

A breakdown of cost by task and anticipated staff participation for the approved budget and budget amendment request (highlighted in yellow) is provided in attached Table 1. As shown, the total proposed cost of the budget amendment is \$18,784 (highlighted in yellow).

If you have any questions, please contact us at (909) 451-6650

Sincerely,



Johnson Yeh, PhD, PG, CHG
Principal Geohydrologist



David Barnes, M.Eng.
Senior Modeler

Encl.

Additional Cost for Professional Services
To Provide Modeling Support for the Proposed Artificial Recharge Project at the Cactus Basins

Task	Description	GEOSCIENCE SUPPORT SERVICES, INC.						TOTALS												
		Principal Modeler	Senior Modeler	Project Geohydrologist	Staff Modeler	Staff Geohydrologist	GIS/CAD Specialist	Total Geoscience Hours	Labor	Reimbursable Expenses ¹	Principal Modeler	Senior Modeler	Project Geohydrologist	Staff Modeler	Staff Geohydrologist	GIS/CAD Specialist	Total Geoscience Hours	Labor	Reimbursable Expenses ¹	Total Cost
<i>Hourly Rate:</i>		\$286	\$261	\$207	\$204	\$165	\$150													
1.0	Update Perchlorate Data for the Period from 2015 through 2016 and Verify Solute Transport Model Calibration for Perchlorate using the Integrated Santa Ana River Model	1	8		24			33	\$ 7,270									\$ -		\$ 7,270
2.0	Develop Assumptions for Model Scenarios, including Baseline Scenario (No Project), Project Scenario, and Alternative Project Scenario	1	12		12		4	29	\$ 6,466			4	4				8	\$ 1,860		\$ 8,326
3.0	Run Flow Model, Particle Tracking, and Perchlorate Model for Model Scenarios and Analyze Model Results	2	24		72			98	\$ 21,524			16	24				40	\$ 9,072		\$ 30,596
4.0	Prepare Draft and Final Modeling Technical Memorandum	2	24	8	32		32	98	\$ 19,820		2	8		4			14	\$ 3,476		\$ 23,296
5.0	Provide Professional Services to Support Stantec through the CEQA Process	4	24	4	24		8	64	\$ 14,332									\$ -		\$ 14,332
6.0	Project Management and Prepare for and Attend Meetings (Assumes Five Meetings)	15	40					55	\$ 14,730		8	8					16	\$ 4,376		\$ 19,106
TOTAL HOURS AND COST		25	132	12	164	0	44	377	\$ 84,142	0	10	36	0	32	0	0	78	18,784		\$ 102,926

Notes:
Reimbursable Expenses include Subconsultant fees, equipment, mileage, and report reproduction costs.
GEOSCIENCE is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The work GEOSCIENCE performs does not fall under prevailing wage rate categories.



DATE: April 19, 2022
TO: Board of Directors
FROM: Bob Tincher, Chief Water Resources Officer/Deputy General Manager
SUBJECT: State Water Project Report

Staff Recommendation

Receive and file.

Summary

This month, the topics that staff would like to highlight for the Board are:

1. Statewide water resources
 - a. The Pacific Institute just issued a report titled *The Untapped Potential of California's Urban Water Supply: Water Efficiency, Water Reuse, and Stormwater Capture*, https://pacinst.org/wp-content/uploads/2022/04/PI_California_Untapped_Urban_Water_Potential_2022.pdf

Staff is reviewing this report and plans to provide the Board an overview and comparison to our region's demand management and water supply portfolio at the June Resources Workshop.
2. State Water Project
 - a. The allocation was reduced from 15% to 5% plus health and safety needs. The final allocation is issued in April. A 5% allocation was one of the scenarios that was considered by the Supplemental Water Supply Contingency Workgroup. The region is able to make it through this year's low allocation due to water in storage.

- b. The Department of Water Resources issued a letter to the State Water Contractors urging those SWCs that require health and safety deliveries to: (1) implement robust conservation measures with mandatory requirements, (2) reimburse the SWP during a future wet year for the health and safety water provided and, (3) invest in a diverse water supply portfolio so that these areas will not require health and safety deliveries in the future.
 - c. A quarter century of CEQA litigation over the Monterey Agreements comes to an end. See attached release from the State Water Contractors.
 - d. The Court rules favorably on all issues in a lawsuit challenging the extension of the State Water Project contracts. See attached release from the State Water Contractors.
 - e. A term sheet has been finalized for the Voluntary Agreements which would provide an adaptive way to manage the Delta for the environment and water supply, eliminate current litigation and avoid potential litigation. Staff will be scheduling this item for an upcoming closed session with the Board. Jennifer Pierre, General Manager of the State Water Contractors, provided leadership and put in a lot of hours to get the process to this point. The next step will be to develop the term sheet into a legal agreement(s).
3. Sites Reservoir
- a. The Sites Reservoir Project is submitting its water right application to the State Water Resources Control Board (State Board) which is a major milestone for the project. The primary goal of the application is to convince the State Board that there is “new water” available to divert. The application demonstrates that there is up to 1.5 million acre-feet of “new” water available (based upon January 2000 to September 2021).
 - b. The Sites Reservoir Project will be developing a pilot “Environmental Water Manager” in partnership with the Environmental Defense Fund and the The Nature Conservancy. This is an innovative approach intended collaboratively optimize the use of Sites environmental water.
 - c. The Sites Reservoir Project has a list of additional agencies that would like to participate in the project (up to 32,200 acre-feet).
 - i. The Sites Reservoir Project has created an “Opportunity Cost Fee” for any new participants that join the project, at this time. The goal of this fee is to recognize and assess the cost that new participants would have

spent had they joined the project from the beginning.

- d. The Environmental Impact Report (EIR)/Environmental Impact Statement (EIS) received 101 comment letters and 1,000 individual comments which is considered low for this type of project. The low number of comments is a testimony to the Sites Reservoir Project staff and the Environmental Subcommittee.
- e. A new message platform has been developed for the project and is attached for your use.
- f. The Sites Reservoir Project is on track. The most recent status report is attached for your information.
- g. The 2021 Annual Report for Project is attached for your use. Staff will provide an overview of this report during the workshop.
- h. Some participants in the Project have recently received a letter from the Sierra Club expressing concerns about the Project (attached). We believe that the issues raised in this letter have already been addressed or are not accurate. The Frequently Asked Questions available on the Sites website (<https://sitesproject.org>) is a great resource of accurate information for your use. For your convenience, Sites staff have added Sites Project responses within the attached letter.

Fiscal Impact

None

Attachments

1. State Water Contractors Press Release “State Water Contractors Respond to Decreased Allocation of State Water Project Supplies”
2. State Water Contractors Press Release “A Quarter Century of CEQA Litigation Over the Monterey Agreement Comes to an End”
3. State Water Contractors Release “Judge Sides with DWR, Rejects Plaintiffs’ Challenge to Extension of State Water Project Contracts”
4. Sites Reservoir message platform
5. Sites Reservoir status report
6. Sites Reservoir Project 2021 Annual Report

7. Letter from Sierra Club on Sites Reservoir Project



For Immediate Release:

March 18, 2022

Contact:

Sierra Layton
(303) 653-8191

slayton@fionahuttonassoc.com

State Water Contractors Respond to Decreased Allocation of State Water Project Supplies

State Decreases Water Deliveries to Five Percent as California Experiences “Climate Whiplash”

Sacramento, CA – The California Department of Water Resources (DWR) announced today a decrease in 2022 State Water Project allocations back to five percent, plus health and safety, down from the fifteen percent allocation announced in January. Heavy rain and snowfall in October and December of last year allowed for additional water supplies to be moved through the State Water Project into San Luis Reservoir, located south of the Delta. However, unprecedented dry conditions since January have warranted a decreased allocation as California experiences “climate whiplash” between big, flashy storms followed by extended dry periods as evidenced in recent months. This limited water supply is vital for meeting the health and safety and other critical needs in the State Water Contractors’ service areas as drought persists.

“As California enters our third consecutive dry year, today’s allocation announcement is a clear call for the need to immediately conserve more water and get serious about updating our infrastructure to accommodate our changed hydrology. This year is on track to be the most difficult for Central Valley agriculture since the water projects were built. We must be able to capture and store water when it’s wet for use when it’s dry. Our communities, food supply, and environment cannot be sustained without these investments and actions,” said **Jennifer Pierre, General Manager of the State Water Contractors.**

Learn more about how you can do your part to conserve here: https://swc.org/wp-content/uploads/2022/03/Save-Our-Water-Whiteboard-Video_English.mp4

###



STATE WATER
CONTRACTORS
FOUNDED 1982

FOR IMMEDIATE RELEASE:

March 15, 2022

CONTACT:

Ian Anderson

IAnderson@fionahuttonassoc.com

818-268-6488

Judge Sides with DWR, Rejects Plaintiffs' Challenge to Extension of State Water Project Contracts

Decision Highlights Negative Impact of Pursuing Costly and Unnecessary Litigation Over Collaboration

Sacramento, CA – On March 9, 2022, Sacramento Superior Court Judge Hon. Kevin R. Culhane handed down his final decision in which he ruled in favor of the California Department of Water Resources (DWR) on every claim asserted by plaintiffs in [California Department of Water Resources Vs. All Persons Interested in the Matter \(Case No. 34-2018-00246183\)](#). This well-reasoned and strongly worded decision represents a significant milestone in the lengthy effort to extend the long-term water contracts DWR currently has with 29 public water agencies (Contractors) and to implement other changes aimed at improving the fiscal integrity and financial management of the State Water Project (SWP) moving forward.

First entered in the 1960s, these contracts have 75-year terms that end between 2035 and 2042, depending on when each was executed. Under the provisions of the contracts, the SWP Contractors are responsible for nearly all of the capital, operations and maintenance costs of SWP – the water infrastructure that two thirds of the State depend on to keep their taps flowing. To keep these costs manageable, capital expenditures typically are financed using 30-year bonds. However, in the absence of a contract extension, DWR has been limited to issuing bonds with maturity dates no later than 2035. Today, the longest financing period for bonds issued by DWR is just 13 years.

This compressed repayment period has very real impacts on water rates for SWP customers throughout the State. Implementing these contract extensions will allow DWR to again sell bonds with 30-year terms or longer, commensurate with the economic life of the capital project or expenditure being financed, thus ensuring the debt service on these bonds remains affordable to SWP Contractors and their water customers.

“This is an obvious, simple administrative step that must be taken to ensure water affordability for Californians,” **said Jennifer Pierre, General Manager of the State Water Contractors.** “The reality is that California’s public water agencies will always need to pay for the operations and rehabilitation of the SWP, and it is always in the best financial interest of the ratepayers – everyday Californians like you and me – for the SWP to get the best possible terms they can in financing the bonds.”

###



For Immediate Release:

January 25, 2022

Contact:

Ian Anderson
(818) 268-6488

ianderson@fionahuttonassoc.com

A Quarter Century of CEQA Litigation Over the Monterey Agreement Comes to an End

Decision Paves the Way for Improved Water Management as Extended Drought Continues to Impact Millions of Californians

Sacramento, CA – On January 5, 2022, twenty-seven years of ongoing litigation challenging the validity of the Environmental Impact Reports (EIRs) for the Monterey Agreement came to an end when the California Supreme Court denied a petition to review the decision in [Central Delta Water Agency v. Department of Water Resources, 69 Cal. App. 5th 170 \(2021\)](#). The 1994 Monterey Agreement between the Department of Water Resources (DWR) and the State Water Project (SWP) contractors – the twenty-nine public water agencies that deliver water to 27 million Californians and 750,000 acres of farmland – helps to facilitate the transfers and exchanges of water between SWP public water agencies and allowed for the conversion of about 20,000 acres of farmland into the [Kern Water Bank](#). The original EIR was invalidated in *Planning & Conservation League v. Department of Water Resources*, 83 Cal. App. 4th 892 (2000), and under a subsequent settlement, DWR certified a new EIR in 2010 that covered the original amendments plus certain additions known as Monterey Plus. After a second round of litigation, DWR prepared a revised EIR to analyze impacts of operating the Kern Water Bank, which drew more litigation, resulting in appeals in three cases decided in DWR's and other defendants' favor in the most recent decision.

“The Monterey Agreement was a substantial improvement in the management of SWP supplies and we are grateful to finally put an end to this costly and unnecessary litigation,” **said Jennifer Pierre, General Manager of the State Water Contractors**. “If there is a lesson to be learned in this, it is that California will benefit from actions that continue to provide flexibility in SWP water management, especially as the effects of climate change continue to impact our water supplies.”

The impacts of drought and climate change have significantly reduced opportunities for the delivery of water from California's Sierra snowpack reservoir. By supporting the movement of water throughout California between SWP public water agencies and facilitating the development of the Kern Water Bank, the Monterey Agreement improved the State's drought resiliency by helping us move and store water under wet conditions so that it can be used in dry years when Californians need it most.

This crucial decision comes on the heels of the recently ratified [Water Management Tools](#) amendment to the long-term water supply contracts between DWR and the SWP public water agencies. Like the Monterey Agreement before it, the Water Management Tools amendment ensures greater supply reliability and flexibility among the SWP public water agencies to address climate realities threatening our essential SWP supply and helps SWP contractors better manage their SWP supplies in the context of their local water portfolios, particularly in times of drought.

###

The State Water Contractors is a statewide, non-profit association of 27 public agencies from Northern, Central and Southern California that purchase water under contract from the California State Water Project. Collectively the State Water Contractors deliver water to more than 27 million residents throughout the state and more than 750,000 acres of agricultural land. For more information on the State Water Contractors, please visit www.swc.org.



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SITES RESERVOIR MESSAGE PLATFORM

March 18, 2022 Update

TOPIC: WATER FOR DRY YEARS

Sites Reservoir is a unique multi-benefit water storage project that provides a resilient and reliable supply of water for California’s environment, communities, and farms during dry periods.

- Sites Reservoir captures and stores water from the Sacramento River during **high flows**— after all other **water rights and regulatory requirements are met**— and is made available to California’s environment, communities, and farms when it’s most needed – especially during times of drought.
- If Sites Reservoir had been in place prior to 2021, **California would have had an additional 1 million acre-feet of water available** to the environment, communities, and farms during this drought.
- Sites Reservoir provides dedicated water specifically for the environment – creating a **flexible and reliable water supply**.

Sites Reservoir is just part of the solution – we can, are and must utilize all of the tools in our toolbox—water recycling, conservation, desalination, groundwater replenishment and more water storage.

- Water agencies, cities, counties and farmers throughout California are utilizing and exploring innovative ways to create a resilient water future.
- Our project participants are at the forefront of efforts such as water recycling and conservation—Sites Reservoir will augment these important programs.

Sites Reservoir is a 21st Century approach to water storage that prepares California for climate change, designed to work best under the most challenging climate change scenarios.

- California’s current water management system was simply not designed to accommodate our future climate realities– **but Sites Reservoir is**. Modeling shows that **Sites performs better under the most challenging climate change conditions**.

- Sites Reservoir functions as an **“insurance policy”** for future California droughts. Current climate projections indicate the majority of our future precipitation will come in the form of rain and not snow. **Sites Reservoir is specifically designed** to capture this rain and store it for use during dry periods.
- When constructed, Sites Reservoir will be **integrated** with the operations of both the State Water Project (SWP) and Central Valley Project (CVP), which will provide greater flexibility, reliability, and resiliency of our current statewide water management system.

TOPIC: BROAD STATEWIDE PARTICIPATION

Public water agencies, irrigation districts, the federal government, and the State of California have come together to advance Sites Reservoir.

- The Sites Project Authority – which is leading the planning, construction and future operations of Sites Reservoir—was **formed under California law as a Joint Powers Authority** in 2010, and functions as a **public agency** made up of several public water agencies, public irrigation districts, counties, and cities across the Sacramento Valley.
- Sites Reservoir is funded **100% by local, state, and federal public dollars.**
- Participation in Sites Reservoir is **broad and diverse**— including the Bureau of Reclamation, the State of California, public irrigation districts in the Sacramento and San Joaquin Valleys, as well as urban areas in Southern California and the Bay Area.
- These **participants represent millions of people, thousands of acres of food-producing farmland, and the environmental resource agencies** that have stewardship over rivers, fish, and habitat within the watershed.

The benefits Sites Reservoir delivers are as diverse as our participants.

- Sites Reservoir will provide significant **regional flood protection benefits** for the Sacramento Valley by storing flood flows that would normally impact the communities of Maxwell and Williams - protecting homes, businesses, and farms.
- Sites Reservoir will benefit the local and regional economy by **creating hundreds of construction-related jobs** during each year of the construction period, and long-term jobs related to operations and recreation.
- Sites Reservoir will provide additional recreational opportunities and contribute to the overall regional economy of the Sacramento Valley.

- Sites Reservoir is a **beneficiary pays** project, which means that the benefits of the project go to those paying. Each participant—including the State of California through its investment in Sites Reservoir under Proposition 1—has **full control over their portion of the storage space** and their proportionate share of the water diverted into Sites Reservoir.

TOPIC: ENVIRONMENTAL BENEFITS

Sites Reservoir is designed to be far more environmentally friendly than traditional dams.

- It is an off-stream facility that **does not dam a major river system** and would not block fish migration or spawning.
- Intakes being used for diverting water into Sites Reservoir include **state-of-the-art fish screens** that are proven to be highly effective at protecting fish.
- Sites Reservoir **does not threaten salmon** or other fish species in the Sacramento River. Sites Reservoir diversions would be **conducted under highly protective operating and permit conditions** that establish when water can be diverted.
- Numerous, substantial changes have been made to the Sites Reservoir proposal over the past several years to **ensure the project prioritizes environmental benefits and health including our State fisheries, while preserving river water supplies.**

Sites Reservoir offers many environmental benefits to support healthy fisheries and waterways.

- The State of California – through its investment in Sites Reservoir under Proposition 1 – is creating an **environmental water asset for California** that will provide water and dedicated storage for current and future environmental needs.
- Federal participation through the Bureau of Reclamation increases the environmental benefit with more water for salmon.
- The State’s **environmental water asset will be managed by state resources agency managers** who will decide how and when this water would be used—creating an **environmental water management tool for the state that does not currently exist.**
- A significant portion of Sites Reservoir’s annual water supplies will be **dedicated** to environmental uses to help improve conditions for **Delta smelt**; help preserve **cold-water pool** in Shasta Lake later into the summer months to support **salmon**

development, spawning, and rearing; and improve **Pacific Flyway habitat** for migratory birds and other native species.

- As currently proposed, Sites Reservoir includes **more cold water for salmon in the driest years** when it is needed most and provides an overall net benefit to Sacramento River salmon, Delta smelt, and the Sacramento-San Joaquin Delta estuary.

TOPIC: OPERATIONS

Integrating Sites Reservoir into the state’s existing water management system will help to restore flexibility, reliability, and resiliency to our statewide water supply

- Sites Reservoir is uniquely located in relation to other major components of the state and federal water projects like Shasta Lake, Lake Oroville, and Folsom Lake. Sites is **complementary** to these existing crucial elements of statewide water management and could act to extend the functions they serve by creating flexibility to adapt to changing river and Delta management conditions.
- Sites Reservoir would **not compete for the water resources** stored in these state and federal facilities but would increase the total amount of managed water in storage.
- **Participating agencies own their storage accounts in the Sites Reservoir.** This ownership includes storage space and a share of the project's diversions from the Sacramento River.
- Sites Reservoir could **contribute** to the increased fresh-water flow into the Delta during drier periods to assist with salinity management of this critical estuary.
- No other storage project currently under consideration in California can positively influence the **operational efficiencies of our existing statewide water system** like Sites Reservoir.

TOPIC: KEY ADVANCEMENTS

Sites Reservoir met several major milestones in 2021.

- Sites Reservoir met **several key milestones in 2021** that we are building on this year.
 - California Water Commission issued its feasibility determination, paving the way for continued State investment and project eligibility for additional funding under Proposition 1.

- Sites Reservoir received additional funding through Proposition 1 and federal investments.
- Sites Project Authority and the Bureau of Reclamation released the draft Environmental Impact Report/Draft Environmental Impact Statement for public comment.
- The achievements met in 2021 will take this project from the planning stage to final design and construction.

We are on track to deliver this vital project for California within this decade.

- Based on the substantial progress made to date, we are on track to begin construction in 2024.
- The milestones we are building towards in 2022 will bring us that much closer to the start of construction.
 - Sites Project Authority will be issuing the final Environmental Impact Report in fall of 2022.
 - Key regulatory and permitting efforts are underway as we prepare for submit the Sites Reservoir water rights application and other key permits to the State of California.

This table reflects the milestones identified in the Amendment Work Plan for the 3-year work period. The project team will be developing over the next couple of months a more detailed planning level critical path method schedule to cover the work period. In preparing this analysis, changes will likely occur to start and finish dates shown below. Also, the detailed schedule will provide interim milestones for multi-year activities so that the Board will be able to track progress on the entire work plan as well as interim milestones within the year. The more detailed planning schedule will be incorporated to the monthly Board reporting after review and concurrence by the O&E workgroup which is expected to occur in April 2022.

Table 1. Work Plan Key Deliverables				
Reporting Period: February 2022				
Deliverable	Start	Finish	Status	Notes, New Issues or Potential Impacts
Initiate Application for Permit to Construct from DSOD	Jan-2022	Dec-2023	●	
Advance Engineering of Project Feature Encroachments to 65% Design Level in Support of Permitting	Jan-2022	Jun-2023	●	Target date of June 2023 for key permits. Additional effort in support of secondary permits will continue through Dec 2024.
Determine Criteria and Weighting for Project Delivery Decisions	Jan-2022	Jun-2022	●	
Complete Updated Master Project Schedule	Jan-2022	Oct-2022	●	
Create Master Survey & Topo Map	Jan-2022	Jul-2022	●	
Finalize TRR Location	Jan-2022	Jun-2022	●	
P1A Geotechnical Investigations	Mar-2022	Dec-2023	●	
P1B Geotechnical Investigations	Mar-2023	Dec-2024	●	
Preliminary Engineering (30% design level)	Jan-2022	Dec-2023	●	
Update to Class 3 Construction Cost Estimate	Dec-2023	Mar-2024	●	A "rolling" class 4 estimate will be kept in the interim as changes occur.
Submit Power Interconnection Application	Jul-2022	Apr-2023	●	Target date of April 2023 to align with potential CAISO application window
Update Project Risk Assessments (ongoing)	Jan-2022	Dec-2024	●	
Negotiate and Execute Benefits Contracts with DWR & CDFW	Jun-2022	Jun-2023	●	
Execute Final Facilities Use Agreements	Jan-2022	Jun-2023	●	
Execute Federal Operations Agreement	Jan-2022	Dec-2022	●	
Execute State Operations Agreement	Jan-2022	Dec-2022	●	
Final Federal Funding Request Determined	Jan-2022	Apr-2023	●	
Complete Loan Applications	Jan-2022	Oct-2023	●	

Table 1. Work Plan Key Deliverables				
Reporting Period: February 2022				
Deliverable	Start	Finish	Status	Notes, New Issues or Potential Impacts
Execute Loan Docs	Oct-2023	Dec-2023	●	
Formalize AB/RC Governance and Delegation of Authority for Phase 3	Jun-2022	Jun-2023	●	
Execute Benefits and Obligations Contracts with Participants	Jan-2022	Oct-2023	●	Would be completed after the water right permit is received.
Receive WSIP Final Award from CWC	Jan-2022	Nov-2023	●	
Water Right – Complete Protest Resolution Period and Resolve as Many Protests as Possible	May-2022	Dec-2022	●	
Water Right – Receive Water Right Order and Permit	Sept-20	Oct-2023	●	
Federal ESA – Receive Biological Opinions	Oct-2020	Dec-2022	●	
Section 106 – Final Programmatic Agreement	Sep-2020	Oct- 2022	●	Ongoing meetings and coordination, draft PA in process of being finalized and sent out by Reclamation to signature and consulting parties.
Section 106 – Programmatic Historic Properties Management Plan Development	Dec-2021	Dec-2022	●	
ITP – Construction ITP Issued	Sep-2020	Dec-2022	●	
ITP – Operations ITP Issued	Sep-2020	Dec-2022	●	
CWA 404/401 – Submit Final Permit Applications	Sep-2020	Oct-2022	●	Timed with release of the Final EIR/EIS
CWA 404/401 – Permits Issued	Oct-2022	June-2023	●	
Levee and Flood Permits – Section 408 and CVFPB Encroachment Permits Issued	Feb-2022	Apr-2023	●	
Streambed Alteration Agreement	Jan-2022	Jun-2023	●	Will be phased with access, likely multiple needed
Eagle Permit – Short Term and Nest Permit Issued	Oct-2020	Jun-2023	●	
Eagle Permit – Long-term Permit Issued	Oct-2020	Dec-2024	●	
Obtain Local Agency Agreements & Permits	Jul-2022	Dec-2023	●	
Develop Mitigation Acquisition Master Plan	Jan-2022	Dec-2022	●	
Final EIR/EIS – Complete	Dec-2021	Oct-2022	●	

Table 1. Work Plan Key Deliverables				
Reporting Period: February 2022				
Deliverable	Start	Finish	Status	Notes, New Issues or Potential Impacts
Certify Final EIR/EIS and approve preferred project and MMRP (30 day period for legal challenge)	Oct-2022	Dec-2022	●	
Approve Land Acquisition Master Plan and ROW Manual	Jan-2022	Dec 2022	●	
Complete Landowner Negotiations with “Willing Seller” Properties	Jan-2023	Dec-2024	●	
Operations Plan, Version 2	Jul-2023	Jul-2024	●	

Bold = Anticipated Finish Date in 2022



= On Track



= Area of Potential Concern



= Delayed



= Completed



March 28, 2022

Board of Directors
344 East Laurel Street
Willows, CA 95988

Re: Funding Sites Reservoir

Dear Board of Directors,

We hope this letter finds you safe in these difficult times. On behalf of Sierra Club California and our more than 500,000 members and supporters statewide, thousands of whom reside in your service area, we write to offer the following comments on the vote to fund the next phase of planning for Sites Reservoir.


The board will be voting on whether or not to fund the next phase of planning for Sites Reservoir. This phase includes planning, an FEIR, and permitting and costs all contractors a total of \$143 million. This is an expensive project that harms the environment and does not provide a new source of water.


Impact to Communities


Sites Reservoir would be located less than a mile from the Great Valley fault system, which produced a 6.7 magnitude earthquake in 1892 and again in 1983. Damming can also cause seismic activity, and nearby small towns like Maxwell have not completely retrofitted for earthquakes.

Field studies show that there are [144](#) prehistoric Tribal sites in the area of impact, some of which meet the criteria to be placed on the National Register of Historic Places. “We have been working to restore flows to help water quality, and to bring salmon back over the dams and back to native lands for salmon survival and Tribal people,” says Pit River Tribal member Morning Star Gali. “California is losing the salmon and our clean water. This is an issue of justice. We already have over a 1000 reservoirs, and more water allocated than exists in California. An environmentally destructive private reservoir being built in an area that is important to native people is a step in the wrong direction.”


Cost

This is a very expensive project. Metropolitan Water District's well-known former general manager, [Jeff Kightlinger](#), said that unless the Delta Conveyance project was guaranteed to happen, he would not recommend moving forward with Sites Reservoir. The Delta Conveyance project's draft EIR comes out this May, so the project's equivalent vote on the next phase will not be until next year. Construction would not start until 2024, if lawsuits do not delay it further, and it would not produce water until 2042, which is already a two year delay versus what DWR said in 2020. The Delta Conveyance project is despised by the public and was voted down in 1982. 40 years later, this tunnel has still not been built. Moving forward now is a huge gamble with ratepayer money. 

Proponents now estimate that Sites Reservoir will cost \$3.9 billion to construct the project, a 30% increase from prior estimates (the Bureau of Reclamation posits closer to [\\$6.3](#) billion). Memos have estimated that the cost of water from the project would be \$700-\$900 per acre foot at the reservoir and an additional \$300-400 per acre foot for conveyance, Delta carriage losses and water treatment costs. Those assumptions are optimistic and financially irresponsible. First, as the yield declines, the cost per acre foot will increase. Second, Delta carriage losses are typically 20-33% of the water yield at the reservoir, which alone increases the per acre foot cost south of the Delta by 20-33%. Conveyance and treatment costs in the budget are estimated at more than \$500 per acre foot for water moved from the Delta. 


The Delta tunnel will cost between \$16-40 billion on top of the Sites costs, in an era of climate change, where it was just predicted that the Sierra Nevada will not have snow in 25 years. Sites Reservoir will likely never be completely full and will eventually become a deadpool, or a stranded asset. These costs take away from funds that could create new water recycling and local resource programs that could actually generate revenue. 

Feasibility

The current proposed diversions would likely not be permitted. The project would need a new water right from the State Water Resources Control Board. The [California Department of Fish and Wildlife](#) has previously said that the proposed diversions are insufficient to ensure endangered species will survive. It is likely that more changes would have to be made to the proposed project operations for it to receive the necessary permits. Sites Reservoir remains a speculative project. The Delta Plan is still in progress, and would likely require Sites Project operations to be further altered to ensure the updated water quality standards for the Delta can be met. 

Environmental Destruction

Sites Reservoir would divert additional water from the Sacramento River, which is a main tributary to the Delta. The Delta is already stressed because of existing diversions, and climate change is adding to that stress. The project is also not providing enough flows to actually meet species needs according to the project proposals.

Significant diversions from the Sacramento River to fill Sites Reservoir could result in substantial impacts to the river's ecosystem- reduced volume of water and water quality due to the inability to flush out runoff, Ag waste and municipal waste, increased temperatures, salinity, and harmful algal blooms (HABs). These affect sensitive riparian and aquatic habitats. The region where Sites would be built is an area that naturally produces selenium and other metals and potential pollutants. There may be abandoned mercury mines in the reservoir footprint that could release the mineral in warm waters. 

One estimate is that Sites will drown [15,500](#) acres of grassland, woodland, chaparral, riparian habitat, vernal pools and wetlands (including 19 acres of rare alkali wetlands). 23 endangered or threatened species would be at risk and 56 other endangered species have the potential to be threatened. There are 4 plant species that the California Native Plant species deems of “rare distribution” in the affected site.

Electricity will be generated when water is released from the reservoir, but needed to pump water into the reservoir. The amount of electricity needed and produced is unpredictable, but Sites will need more energy than it will produce.

Conclusion

Ultimately, paying for storage in Sites Reservoir doesn’t guarantee there will be any water in the reservoir in the next drought, and certainly not water that is cost-effective or an environmentally sustainable supply. California already has 1,400 reservoirs, and as President Obama’s science advisor John Holdren explained in 2014, “The problem in California is not that we don’t have enough reservoirs, it is that we do not have enough water in them..... It wouldn’t help to build any more.”

We hope that you will consider our comments, which echo what the public has been saying for years on the construction of Sites Reservoir. We look forward to working with you in this process. If you would like to discuss this further, please contact Caty Wagner at caty.wagner@sierraclub.org.

Sincerely,

A handwritten signature in cursive script that reads "Caty Wagner". The signature is written in black ink on a light gray rectangular background.

Caty Wagner
Southern California Water Organizer
Sierra Club California

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
 RECAP OF DIRECTORS FEES AND EXPENSE REIMBURSEMENT
 PAID IN THE MONTH OF MARCH 2022**

	GIL BOTELLO	MILFORD HARRISON	JUNE HAYES	PAUL KIELHOLD	SUSAN LONGVILLE
DIRECTOR COMPENSATION - FEBRUARY MEETINGS	2,990.00	2,990.00	2,990.00	2,990.00	2,990.00
EXPENDITURES / REIMBURSEMENTS					
EDUCATION					
ASSOCIATION OF S.B. COUNTY SPECIAL DISTRICT ASSN	35.00	35.00		35.00	
ACWA SPRING CONFERENCE		775.00			
TRAVEL					
MILEAGE REIMBURSEMENT - MEETINGS OUTSIDE DISTRICT SERVICE AREA					
MILEAGE REIMBURSEMENT - MEETINGS WITHIN DISTRICT SERVICE AREA					
MEALS					
LODGING					
ADMINISTRATIVE					

THIS REPORT IS PROVIDED IN ACCORDANCE TO RESOLUTION 1100

EACH BOARD MEMBER SHALL BE PROVIDED WITH A MONTHLY REPORT SHOWING THE AMOUNT OF COMPENSATION OR REIMBURSEMENT REQUESTED BY EACH BOARD MEMBER.



Director's Activity Report

Director's Name **Gil J. Botello**

Month Reporting Activity **March '22**

	Date	Meeting/Activity Description	Explanation Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. <i>(Not required for Valley District meetings)</i>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1	03/01/2022	Other	WaterWays Tribal and Indigenous Resilience Forum CSUSB	\$0	
2	03/01/2022	Valley District Board Mtg 1	Valley District	\$299	
3	03/02/2022	Assigned Committee Mtg	WiFiA	\$299	
4	03/02/2022	Other	SB City Council Meeting	\$0	
5	03/03/2022	Workshop - Resources	Valet District	\$299	
6	03/08/2022	Workshop - Engineering	Valley District	\$299	
7	03/10/2022	Workshop - Policy	Valley District	\$299	
8	03/14/2022	Conference with General Manager	Valley District Special Meeting on Redistricting	\$299	
9	03/15/2022	Valley District Board Mtg 2	Valley District	\$299	
10	03/21/2022	Assigned Committee Mtg	ACWA Conference Subcommittee Meeting	\$299	
11	03/21/2022	Other	Association of Special Districts Meeting	\$0	
12	03/23/2022	Other	The Climate Center Webinar-Clean Community Energy Resilience	\$299	
13	03/31/2022	Conference with General Manager	Upper Santa Ana River Mayor's Breakfast	\$299	
14		Select from List		Per diem?	
15		Select from List		Per diem?	
Total Requested Compensation				\$ 2,990.00	

The undersigned certifies that the claims hereby stated are for authorized activities as described in the District's approved Resolution establishing rules and procedures for compensation of Directors.

Signed: _____

Date: **04/01/2022**



Director Request for Compensation & Public Disclosure Form

Director's Name **T. Milford Harrison**

Month Reporting Activity **MARCH 2022**

	Date	Meeting/Activity Description	Explanation Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. <i>(Not required for Valley District meetings)</i>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1	03/01/2022	Valley District Board Mtg 1	PUBLISHED AGENDA	\$299	
2	03/02/2022	WIFA	PUBLISHED AGENDA	\$299	
3	03/03/2022	Workshop - Resources	PUBLISHED AGENDA	\$299	
4	03/04/2022	CSDA Mtg	LEGISLATIVE COMMITTEE PUBLISHED AGENDA	\$299	
5	03/08/2022	Workshop - Engineering	PUBLISHED AGENDA	\$299	
6	03/09/2022	SBV Water Conservation District Mtg	PUBLISHED AGENDA	\$299	
7	03/10/2022	Workshop - Policy	PUBLISHED AGENDA	\$299	
8	03/14/2022	SPECIAL BOARD MEETING	PUBLISHED AGENDA	\$299	
9	03/15/2022	Valley District Board Mtg 2	PUBLISHED AGENDA	\$299	
10	03/24/2022	Mutual or Local Water Co. Shareholder M	RIVERSIDE HIGHLANDS WATER COMPANY SHAREHOLDERS MEETING	\$299	
11	03/25/2022	ACWA Mtg	ACWA BOARD MEETING - PUBLISHED AGENDA	\$0	
12	03/30/2022	SPECIAL BOARD FUNCTION	MAYORS BREAKFAST	\$0	
13		Select from List		\$0	
14		Select from List		\$0	
15		Select from List		\$0	
Total Requested Compensation				\$ 2,990.00	\$ 0.00

The undersigned certifies that the claims hereby stated are for authorized activities as described in the District's approved Resolution establishing rules and procedures for compensation of Directors.

Digitally signed by T. MILFORD HARRISON
Date: 2022.01.31 19:20:42 -08'00'

Signed: **T. MILFORD HARRISON**

Date: **04/04/2022**



Director's Activity Report

Director's Name June Hayes

Month Reporting Activity March 2022

	Date	Meeting/Activity Description	Explanation Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. (Not required for Valley District meetings)	Max 10/month	Travel Cost Estimate (Staff)
1	03/01/2022	SAWPA Mtg		\$0	
2	03/01/2022	Valley District Board Mtg 1		\$299	
3	03/03/2022	Workshop - Resources		\$299	
4	03/04/2022	Other	WACO	\$299	
5	03/08/2022	Workshop - Engineering		\$299	
6	03/09/2022	SBV Water Conservation District Mtg		\$299	
7	03/10/2022	Workshop - Policy		\$299	
8	03/15/2022	SAWPA Mtg		\$0	
9	03/15/2022	Valley District Board Mtg 2		\$299	
10	03/15/2022	Other	Rialto Utilities Commission presentation on Valley finances	\$0	
11	03/16/2022	Other	Forestry workshop	\$299	
12	03/17/2022	Select from List	SAWPA meeting on Blue forest	\$0	
13	03/17/2022	Retail Agency Board Meeting	WVWD	\$299	
14	03/18/2022	Other	Forestry workshop	\$299	
15	03/30/2022	Other	Mayors' Breakfast	\$0	
Total Requested Compensation				\$ 2,990.00	\$ 0.00

The undersigned certifies that the claims hereby stated are for authorized activities as described in the District's approved Resolution establishing rules and procedures for compensation of Directors.

Digitally signed by June D Hayes
Date: 2022.03.31 09:07:30 -0700

Signed: June D Hayes Date: _____



Director's Activity Report

Director's Name **Paul Kielhold**

Month Reporting Activity **March 2022**

	Date	Meeting/Activity Description	Explanation Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. (Not required for Valley District meetings)	Max 10/month	Travel Cost Estimate (Staff)
1	03/01/2022	Valley District Board Mtg 1		\$299	
2	03/02/2022	USAR WIFA		\$0	
3	03/03/2023	ARTP / Site Tour		\$299	
4	03/08/2022	Workshop - Engineering		\$299	
5	03/09/2022	SBV Water Conservation District Mtg		\$299	
6	03/10/2022	Workshop - Policy		\$299	
7	03/14/2022	Workshop - Redistricting		\$299	
8	03/15/2022	Valley District Board Mtg 2		\$299	
9	03/15/0222	City of Rialto - Utilities Commission		\$0	
10	03/17/2022	Headwaters Resiliency Partnership		\$299	
11	03/17/2022	Blue Forest - Natl Forest Foundation		\$0	
12	03/18/2022	USFS Reg 5 Partners - Wildfire/H2O		\$299	
13				\$0	
14				\$0	
15				\$0	
Total Requested Compensation				\$ 2,691.00	\$ 0.00

The undersigned certifies that the claims hereby stated are for authorized activities as described in the District's approved Resolution establishing rules and procedures for compensation of Directors.

Signed: Paul Kielhold

Date: 04/03/2022



Director Request for Compensation & Public Disclosure Form

Director's Name **Susan Longville**



Month Reporting Activity **3/31/22**

Date	Meeting/Activity Description	Explanation Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. (Not required for Valley District meetings)	Max 10/month	Travel Cost Estimate (Staff)
1 03/01/2022	Valley District Board Mtg 1		\$299	
2 03/03/2022	Facilities Tour	ARTP Filed Tour with SBVWCD	\$0	
3 03/03/2022	Other	Infrastructure Funding Alliance Board Meeting	\$0	
4 03/03/2022	Workshop - Resources		\$299	
5 03/07/2022	Other	Webinar on Covering California's Water Challenges: climate change, megadrought and the Colorado River with Ian James from the Los Angeles Times	\$299	
6 03/08/2022	Retail Agency Board Meeting	Attended meeting of San Bernardino Municipal Water District at Feldhym Library to speak in favor of rate increase before Board of Water Commissioners adopted	\$0	
7 03/08/2022	Workshop - Engineering		\$299	
8 03/08/2022	Other	Zoom monthly meeting of the League of Women Voters Water Committee	\$0	
9 03/10/2022	Workshop - Policy		\$299	
10 03/14/2022	Assigned Committee Mtg	Board Workshop of Redistricting	\$299	
11 03/23/2022	So. Cal. Water Coalition Mtg	Webinar featuring Dr. Daniel Swain from UCLA Institute of Environment and Sustainability on "The Future We Worried About is Here" discussing new weather and drought modeling predictions and the impact of the	\$299	
12 03/24/2022	Other	Attended City of San Bernardino presentation on the proposed Downtown Area Specific Plan and Redevelopment of Carousel Mall	\$299	
13	Select from List		Per diem?	
14	Select from List		Per diem?	
15	Select from List		Per diem?	
Total Requested Compensation			\$2392.00	

The undersigned certifies that the claims hereby stated are for authorized activities as described in the District's approved Resolution establishing rules and procedures for Compensation of Directors.

Signed: Date: 4-11-22



DATE: April 19, 2022
TO: Board of Directors
FROM: Matt Howard, Senior Water Resources Planner
SUBJECT: Operations Report for March 2022

ANNUAL SUPPLIES AND DELIVERIES AS OF MARCH 2022 (Acre-Feet)

<i>SUPPLY</i>	<i>AMOUNT (Acre-Feet)</i>	<i>DELIVERIES TO DATE</i>	<i>BALANCE</i>
Carryover	5,793	600	5,193
Table A	5,130	0	5,130
Kern-Delta	5,000	0	5,000
Subtotal SWP	15,923	600	10,323
TOTAL	15,923	600	15,323

MONTHLY DELIVERIES FOR MARCH 2022 (Acre-Feet)

<i>CUSTOMER</i>	<i>DELIVERY POINT</i>	<i>AMOUNT (Acre-Feet)</i>	<i>TOTAL WY21- 22 AMOUNT</i>
SBB - Groundwater Council	Sweetwater/Badger/Waterman/City Creek/Plant 134/Santa Ana Low/Mill Creek	0	0
SBB - Groundwater Council	Plant 134	0	0
West Valley Water District	Lytle Creek	0	126
Yucaipa Valley Water District	Yucaipa / Wilson	0	1,760
Bear Valley Mutual Water Company	Newport/ZT/Tres Lagos /BB/ SARC	110	829
SB County Regional Parks	Yucaipa Regional Park	0	110
Greenspot Mutual Water Company	Newport Turnout/ Tres Lagos	0	31
City of Redlands	SARC/Mill Creek	0	0
BLF Obligation - RHWC & Rialto	Waterman/Badger/Sweetwater	0	0
East Valley Water District	Plant 134 / North Fork	191	787
East Valley Water District	Santa Ana Low	0	0
San Bernardino City	Waterman/Badger/Sweetwater	0	0
Valley District	SARC/Mill Creek	0	0
Valley District	Sweetwater / Waterman	0	0
Valley District	Yucaipa / Wilson Basin	0	0
Storage		173	271
MARCH AND WY TOTALS		474	3,914

San Bernardino Basin Wells

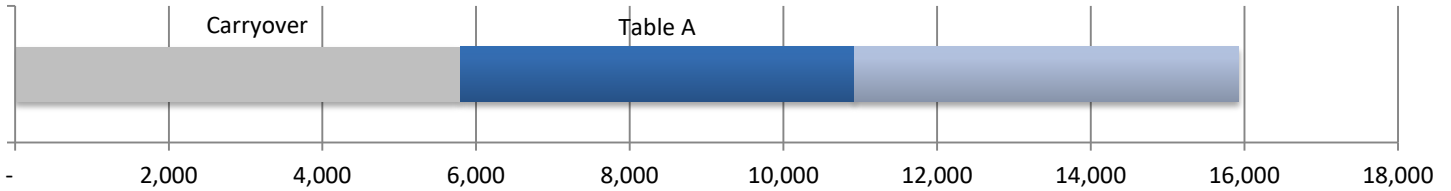
Valley District extracted 337 acre-feet of groundwater from the San Bernardino Basin at the Baseline Feeder Replacement wells for delivery to West Valley Water District, City of Rialto and 0 acre-feet delivered to City of Redlands from the San Bernardino Ave. Well.



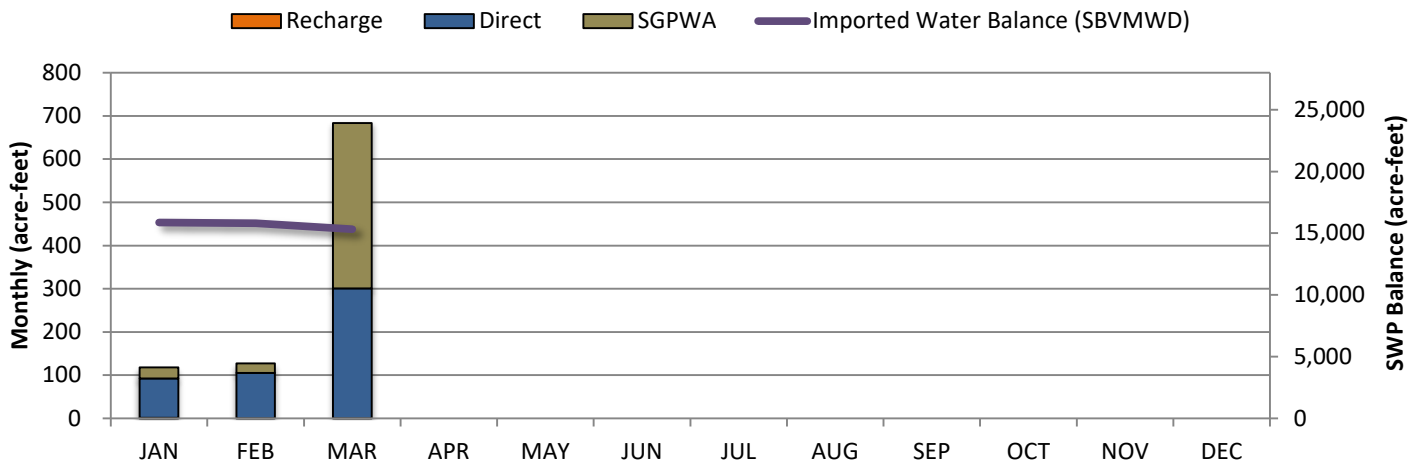
San Bernardino Valley Municipal Water District

Calendar Year 2022 -- Acre Feet

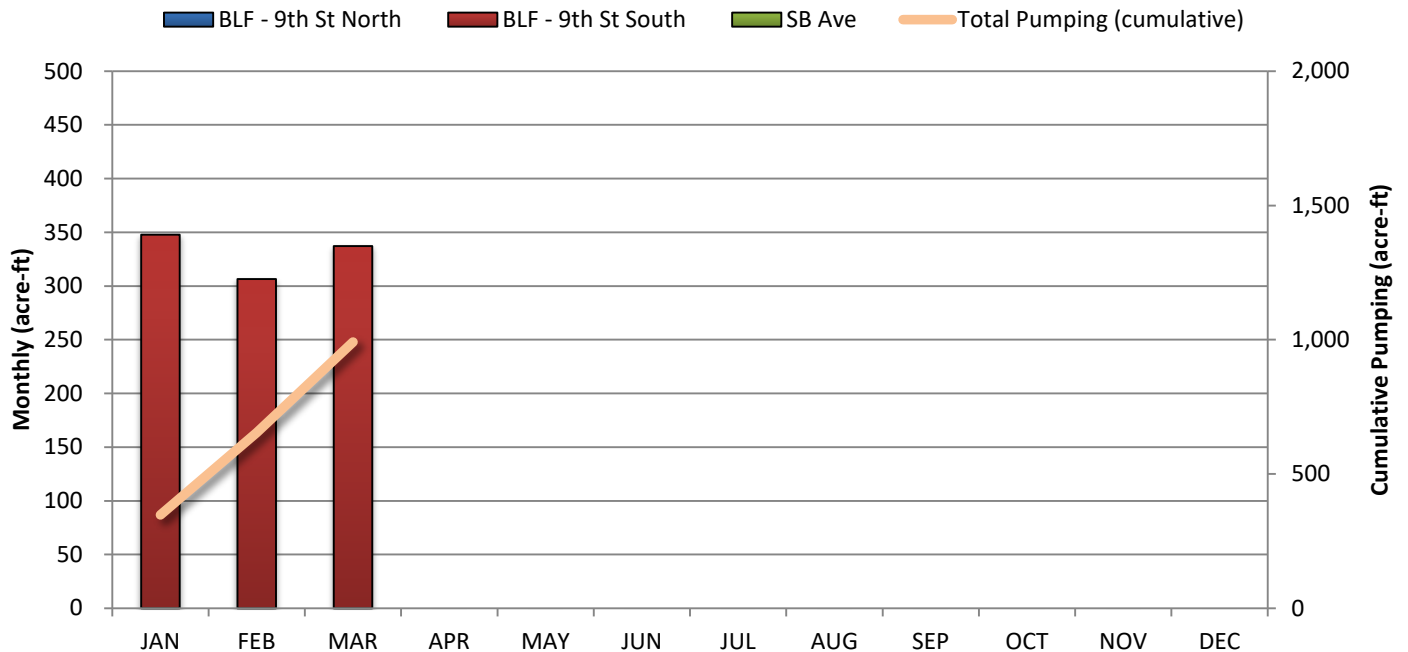
IMPORTED WATER SUPPLY PORTFOLIO



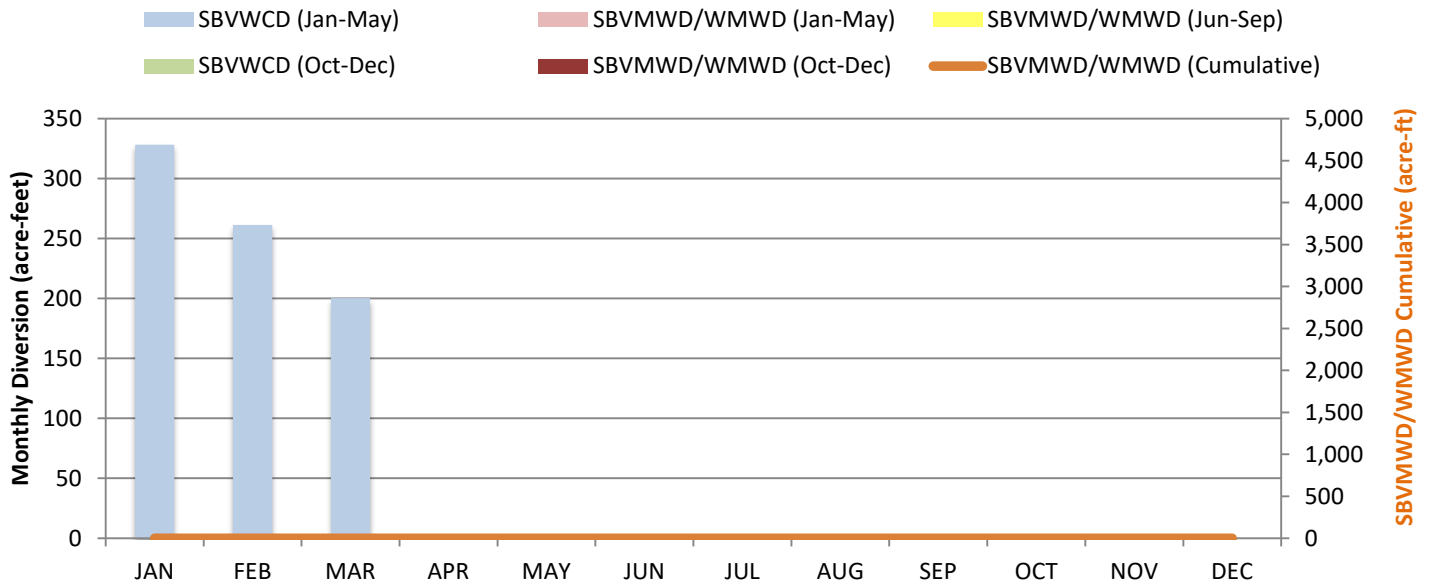
IMPORTED WATER DELIVERIES



SAN BERNARDINO BASIN PUMPING



SANTA ANA RIVER DIVERSIONS





San Bernardino Valley Municipal Water District

Delivery of Water For Calendar Year 2022 -- Acre Feet

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
IMPORTED WATER SUPPLIES													
ADDITIONAL SUPPLIES VIA SWP													
Multi-year Water Pool Demo	0	0	0	0	0	0	0	0	0	0	0	0	0
Kern Delta Water Bank	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Sub-total additional supplies</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>
STATE WATER PROJECT DELIVERY CATEGORIES													
CLAWA Sale (2007 Agreement)	0	0	0	0	0	0	0	0	0	0	0	0	0
Yuba Accord Water	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Clara Exchange	0	0	0	0	0	0	0	0	0	0	0	0	0
Kern Delta Water Bank	0	0	0	0	0	0	0	0	0	0	0	0	0
State Water Project - Local Deliveries	57	71	0	0	0	0	0	0	0	0	0	0	128
<i>Sub-total Deliveries via SWP (DWR meters)</i>	<i>57</i>	<i>71</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>128</i>

RECHARGE DELIVERIES													
Glen Helen Turnout	0	0	0	0	0	0	0	0	0	0	0	0	0
Sweetwater													
Sweetwater - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
Sweetwater - Valley District	2	0	0	0	0	0	0	0	0	0	0	0	2
Badger													
Badger - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
Waterman													
Waterman - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
Waterman - BLF Obligation - RHWC	0	0	0	0	0	0	0	0	0	0	0	0	0
Waterman - BLF Obligation - Rialto	0	0	0	0	0	0	0	0	0	0	0	0	0
Waterman - BLF Obligation - WVWD	0	0	0	0	0	0	0	0	0	0	0	0	0
Waterman - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
Patton													
Patton	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Ana Low													
Santa Ana Low - EVWD In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Ana Low - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Ana Low - BVMWC	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Ana Low - Redlands	0	0	0	0	0	0	0	0	0	0	0	0	0
Santa Ana Low - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
Plunge Creek - Valley District													
Plunge Creek - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
Mill Creek Spreading													
Mill Creek Spreading - Redlands	0	0	0	0	0	0	0	0	0	0	0	0	0
Mill Creek Spreading - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0

Delivery of Water For Calendar Year 2022 -- Acre Feet

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Lower Mill Creek - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
Mill Creek Spreading - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
Zanja East Weir to WCD - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
Wilson Creek													
Wilson Creek - YVWD	0	0	0	0	0	0	0	0	0	0	0	0	0
Wilson Basin - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
Oak Glen Basin - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Sub-total Recharge</i>	2	0	0	0	0	0	0	0	0	0	0	0	2

DIRECT DELIVERIES													
Lytle Creek													
Lytle Creek - WVWD TP	0	0	0	0	0	0	0	0	0	0	0	0	0
Lytle Creek - Marygold Mutual	0	0	0	0	0	0	0	0	0	0	0	0	0
CLAWA													
CLAWA Sale (#07-025)	0	0	0	0	0	0	0	0	0	0	0	0	0
EVWD Plant 134													
EVWD Plant 134 In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
EVWD Plant 134 - BVMWC (for EVWD)	0	0	0	0	0	0	0	0	0	0	0	0	0
EVWD Plant 134 - SBB GC - EVWD	0	0	0	0	0	0	0	0	0	0	0	0	0
EVWD Plant 134 - EVWD	23	68	191	0	0	0	0	0	0	0	0	0	282
Northfork													
Northfork - EVWD	0	0	0	0	0	0	0	0	0	0	0	0	0
Northfork - EVWD - In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
Northfork - BVMWC (for EVWD)	0	0	0	0	0	0	0	0	0	0	0	0	0
Edwards Canal Pump	0	0	0	0	0	0	0	0	0	0	0	0	0
S.A.R.C.													
S.A.R.C. - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
S.A.R.C. to Redlands Aqueduct - Redlands	0	0	0	0	0	0	0	0	0	0	0	0	0
S.A.R.C. to Redlands Aqueduct - In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
S.A.R.C. to Redlands Aqueduct - BVMWC (for Redlands)	0	1	0	0	0	0	0	0	0	0	0	0	1
S.A.R.C. to Redlands Aqueduct Recharge	0	0	0	0	0	0	0	0	0	0	0	0	0
East Valley W.D. Greenspot Road	0	0	0	0	0	0	0	0	0	0	0	0	0
Bear Valley Highline Connector	0	0	0	0	0	0	0	0	0	0	0	0	0
SB County Flood Control Grove	0	0	0	0	0	0	0	0	0	0	0	0	0
Newport Ave.													
Newport Ave. - Greenspot Mutual	0	0	0	0	0	0	0	0	0	0	0	0	0
Newport Ave. - BVMWC	0	5	6	0	0	0	0	0	0	0	0	0	11
Newport Ave. - In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
Tres Lagos													
Tres Lagos - Greenspot Mutual	0	0	0	0	0	0	0	0	0	0	0	0	0
Tres Lagos - BVMWC	0	11	13	0	0	0	0	0	0	0	0	0	24
Tres Lagos - In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0

Delivery of Water For Calendar Year 2022 -- Acre Feet

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Unger Lane to Zanja													
Unger Lane to Zanja - Crafton - BVMWC In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
Unger Lane to Zanja - Crafton - BVMWC	0	0	90	0	0	0	0	0	0	0	0	0	90
Boullioun Box													
Boullioun Box to Zanja	0	0	0	0	0	0	0	0	0	0	0	0	0
Boullioun Box to Highline In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
Boullioun Box to Highline - BVMWC	13	1	0	0	0	0	0	0	0	0	0	0	14
City of Redlands													
City of Redlands - Tate Treatment In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
City of Redlands - Tate Treatment	0	0	0	0	0	0	0	0	0	0	0	0	0
Yucaipa Regional Park	3	19	0	0	0	0	0	0	0	0	0	0	22
Yucaipa Valley Water District T.O.	52	0	0	0	0	0	0	0	0	0	0	0	52
Western Heights via YVWD T.O.	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Sub-total Direct Delivery</i>	91	105	301	0	0	0	0	0	0	0	0	0	497
STORAGE													
Citrus Reservoir, tanks, Crafton Hills Reservoir, et	(36)	(36)	173	0	0	0	0	0	0	0	0	0	102
Sub-total SBVMWD Imported Water	56	70	474	0	0	0	0	0	0	0	0	0	600

Other SWP Deliveries

Little San Gorgonio Creek Turnout	0	0	0	0	0	0	0	0	0	0	0	0	0
Noble Creek Turnout	0	0	382	0	0	0	0	0	0	0	0	0	382
Lytle Creek - WVWD (MWDC)	26	22	0	0	0	0	0	0	0	0	0	0	48
<i>Sub-total Other SWP Deliveries</i>	26	22	382	0	0	0	0	0	0	0	0	0	431
Total Imported Water in Valley District Facilities	82	92	856	0	0	0	0	0	0	0	0	0	1,030
SAN BERNARDINO BASIN PUMPING													
Baseline Feeder													
Ninth Street North Replacement Well	0	0	0	0	0	0	0	0	0	0	0	0	0
Ninth Street South Replacement Well	348	307	337	0	0	0	0	0	0	0	0	0	992
<i>Sub-total Baseline Feeder</i>	348	307	337	0	0	0	0	0	0	0	0	0	992
San Bernardino Avenue Well No. 1 - Redlands	0	0	0	0	0	0	0	0	0	0	0	0	0
San Bernardino Avenue Well No. 1 - In Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
Redlands Agreement (RPS)	0	0	0	0	0	0	0	0	0	0	0	0	0
De-watering Well # 1	0	0	0	0	0	0	0	0	0	0	0	0	0
De-watering Well # 2	0	0	0	0	0	0	0	0	0	0	0	0	0
Total San Bernardino Basin Pumping	348	307	337	0	0	0	0	0	0	0	0	0	992
TOTAL Water in SBVMWD Facilities	430	398	1,193	0	0	0	0	0	0	0	0	0	2,022



**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
TREASURER'S REPORT
FOR THE MONTH OF MARCH 2022**

RECOMMENDATION:

APPROVE THE EXPENSES FOR THE MONTH OF MARCH 2022
FOR THE FOLLOWING FUNDS:

STATE WATER CONTRACT FUND	\$	7,594,485.00
DEVIL CANYON / CASTAIC FUND	\$	113,552.00
GENERAL FUND	\$	3,324,751.37

STATE WATER CONTRACT FUND
Profit & Loss
March 2022

	<u>Mar 22</u>
Income	
4920 · INVESTMENT INCOME	(3,473,405.10)
4966 · PROPERTY TAXES	2,931,561.60
Total Income	<u>(541,843.50)</u>
Expense	
6610 · MINIMUM OMP&R TRANSPORTATION	1,587,775.00
6615 · MINIMUM OMP&R DELTA	497,870.00
6620 · VARIABLE	54,307.00
6630 · OFF AQUEDUCT VARIABLE	8,805.00
6635 · EAST BRANCH ENLARGEMENT	17,951.00
6640 · EAST BRANCH EXTENSION	5,296,858.00
6645 · TEHACHAPI 2ND AFTERBAY	130,919.00
Total Expense	<u>7,594,485.00</u>
Net Income	<u><u>(8,136,328.50)</u></u>

STATE WATER CONTRACT FUND
Profit & Loss Budget vs. Actual
 July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Income				
4920 · INVESTMENT INCOME	(7,730,350.40)	1,593,000.00	(9,323,350.40)	(485.3)%
4940 · SUCCESSOR AGENCY RDA PASS THRU	22,395,518.17	17,437,500.00	4,958,018.17	128.4%
4950 · RETURN OF RESERVES/BOND COVER	3,048,955.00	3,035,500.00	13,455.00	100.4%
4966 · PROPERTY TAXES	38,327,005.82	37,340,000.00	987,005.82	102.6%
Total Income	56,041,128.59	59,406,000.00	(3,364,871.41)	94.3%
Expense				
6280 · FIELD IMPROVEMENTS	369,414.84	372,000.00	(2,585.16)	99.3%
6380 · AUDIT FEES	33,934.00	34,100.00	(166.00)	99.5%
6410 · STATE WATER CONTRACTOR FEES	236,205.00	236,300.00	(95.00)	100.0%
6435 · ADMINISTRATIVE FEE	3,007,800.00	2,950,000.00	57,800.00	102.0%
6601 · CAPITAL COST DELTA	3,618,569.00	3,618,569.00	0.00	100.0%
6605 · CAPITAL COST TRANSPORTATION	1,766,266.00	1,766,266.00	0.00	100.0%
6610 · MINIMUM OMP&R TRANSPORTATION	13,839,801.00	13,839,801.00	0.00	100.0%
6615 · MINIMUM OMP&R DELTA	4,170,351.00	4,170,351.00	0.00	100.0%
6620 · VARIABLE	4,483,410.00	7,400,000.00	(2,916,590.00)	60.6%
6625 · WATER SYSTEM REVENUE BOND	2,831,467.00	2,831,467.00	0.00	100.0%
6630 · OFF AQUEDUCT VARIABLE	39,623.00	39,623.00	0.00	100.0%
6635 · EAST BRANCH ENLARGEMENT	146,032.00	146,032.00	0.00	100.0%
6640 · EAST BRANCH EXTENSION	20,095,081.00	20,095,081.00	0.00	100.0%
6645 · TEHACHAPI 2ND AFTERBAY	263,956.00	263,956.00	0.00	100.0%
Total Expense	54,901,909.84	57,763,546.00	(2,861,636.16)	95.0%
Net Income	1,139,218.75	1,642,454.00	(503,235.25)	69.4%

DEVIL CANYON/CASTAIC
Profit & Loss
March 2022

	<u>Mar 22</u>
Income	
4966 · PROPERTY TAXES	<u>90,666.85</u>
Total Income	<u>90,666.85</u>
Gross Profit	90,666.85
Expense	
6601 · OMP&R	<u>113,552.00</u>
Total Expense	<u>113,552.00</u>
Net Income	<u><u>-22,885.15</u></u>

DEVIL CANYON/CASTAIC
Profit & Loss Budget vs. Actual
 July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Income				
4920 · INVESTMENT INCOME	9,061.69	16,375.00	(7,313.31)	55.3%
4966 · PROPERTY TAXES	1,195,786.77	1,191,734.00	4,052.77	100.3%
Total Income	<u>1,204,848.46</u>	<u>1,208,109.00</u>	<u>(3,260.54)</u>	<u>99.7%</u>
Gross Profit	1,204,848.46	1,208,109.00	(3,260.54)	99.7%
Expense				
6435 · ADMINISTRATIVE FEE	95,900.00	95,000.00	900.00	100.9%
6601 · OMP&R	969,526.00	969,526.00	0.00	100.0%
6610 · DEBT SERVICE	609,391.00	609,391.00	0.00	100.0%
Total Expense	<u>1,674,817.00</u>	<u>1,673,917.00</u>	<u>900.00</u>	<u>100.1%</u>
Net Income	<u><u>(469,968.54)</u></u>	<u><u>(465,808.00)</u></u>	<u><u>(4,160.54)</u></u>	<u><u>100.9%</u></u>

SAN BERNARDINO VALLEY MWD GENERAL FUND
Profit & Loss
March 2022

	Mar 22
Income	
4900 · WATER SALES	93,389.87
4920 · INVESTMENT INCOME	-762,808.98
4929 · BASELINE FEEDER CAP. CONTRIB.	41,204.35
4940 · SUCCESSOR AGENCY PASS THROUGH	12,871.55
4950 · OTHER INCOME	338,895.04
4966 · S.B. CO TAXES	671,899.66
4977 · RIVERSIDE CO TAXES	976.97
	396,428.46
Total Income	396,428.46
Expense	
6100 · SALARIES	352,720.87
6110 · OVERTIME	3,379.08
6120 · DIRECTORS FEES	14,950.00
6130 · PERS RETIREMENT	64,877.67
6140 · PAYROLL TAXES	28,482.22
6150 · HEALTH INSURANCE	66,935.64
6160 · DENTAL INSURANCE	5,025.00
6170 · VISION, DISABILITY AND LIFE INS	5,493.82
6180 · WORKERS COMP INS	10,531.10
6200 · HEALTH/DEPENDENT CARE PLAN	5,908.81
6240 · PIPELINE CONTROL SYSTEM	1,000.00
6250 · OFFICE EQUIPMENT	1,634.08
6280 · FIELD IMPROVEMENTS	1,943,811.06
6295 · PURCHASED WATER	55,568.84
6320 · HOUSE COUNSEL	26,245.00
6330 · SPECIAL COUNSEL	70,900.18
6340 · WATERMASTER	2,000.00
6350 · USGS DATA	45,525.00
6360 · CONSULTANTS	270,520.96
6390 · SAWPA	131,005.36
6400 · VEHICLE EXPENSE	9,848.02
6410 · TRAVEL	277.22
6420 · MEALS & LODGING	3,293.05
6450 · WATERSTOCK ASSESSMENT	5,658.73
6460 · UTILITIES/COMMUNICATIONS	68,143.38
6470 · MAINTENANCE & REPAIRS	25,629.09
6480 · OFFICE EXPENSE	10,986.79
6490 · FIELD SUPPLIES	4,265.30
6500 · EDUCATION AND TRAINING	1,609.25
6560 · LIBRARY	329.85
6570 · POSTAGE	343.59
6580 · DUES & SUBSCRIPTIONS	15,237.12
6600 · TAXES & LICENSES	13,281.72
6640 · WATER CONSERVATION & EDUCATION	12,484.52
6645 · EXTERNAL AFFAIRS/STRATEGIC COMM	14,284.12
6650 · PUBLIC NOTICES	3,940.80
6760 · LAND / PROPERTY PURCHASE	-65.19
6780 · ENVIRONMENTAL / HCP	21,379.00
6820 · SECURITY	290.25
	3,317,731.30
Total Expense	3,317,731.30
Net Income	-2,921,302.84

SAN BERNARDINO VALLEY MWD GENERAL FUND
Profit & Loss Budget vs. Actual
 July 2021 through March 2022

	Jul '21 - Mar 22	Budget	\$ Over Budget	% of Budget
Income				
4900 · WATER SALES	3,549,369.58	4,644,000.00	(1,094,630.42)	76.4%
4920 · INVESTMENT INCOME	(1,964,739.26)	1,080,000.00	(3,044,739.26)	(181.9)%
4925 · GRANT INCOME	987,451.62	987,000.00	451.62	100.0%
4929 · BASELINE FEEDER CAP. CONTRIB.	294,430.45	212,200.00	82,230.45	138.8%
4940 · SUCCESSOR AGENCY PASS THROUGH	4,168,942.00	3,200,000.00	968,942.00	130.3%
4950 · OTHER INCOME	2,388,745.64	2,387,500.00	1,245.64	100.1%
4952 · ADMINISTRATIVE INCOME	3,103,700.00	3,020,000.00	83,700.00	102.8%
4954 · GAIN (LOSS) ON SALE OF ASSETS	227,000.86	207,000.00	20,000.86	109.7%
4966 · S.B. CO TAXES	7,393,669.80	7,285,000.00	108,669.80	101.5%
4977 · RIVERSIDE CO TAXES	141,441.79	140,300.00	1,141.79	100.8%
Total Income	20,290,012.48	23,163,000.00	(2,872,987.52)	87.6%
Expense				
6100 · SALARIES	3,058,424.05	3,060,000.00	(1,575.95)	99.9%
6110 · OVERTIME	34,505.83	39,500.00	(4,994.17)	87.4%
6120 · DIRECTORS FEES	128,570.00	134,550.00	(5,980.00)	95.6%
6130 · PERS RETIREMENT	935,736.91	948,000.00	(12,263.09)	98.7%
6137 · DEFERRED COMPENSATION EXPENSE	19,500.00	0.00	19,500.00	100.0%
6140 · PAYROLL TAXES	212,990.52	213,000.00	(9.48)	100.0%
6150 · HEALTH INSURANCE	609,052.50	645,000.00	(35,947.50)	94.4%
6160 · DENTAL INSURANCE	44,340.66	48,600.00	(4,259.34)	91.2%
6170 · VISION, DISABILITY AND LIFE INS	32,628.01	32,800.00	(171.99)	99.5%
6180 · WORKERS COMP INS	19,751.93	19,770.00	(18.07)	99.9%
6200 · HEALTH/DEPENDENT CARE PLAN	74,777.85	75,000.00	(222.15)	99.7%
6240 · PIPELINE CONTROL SYSTEM	114,737.17	114,750.00	(12.83)	100.0%
6250 · OFFICE EQUIPMENT	54,304.23	54,750.00	(445.77)	99.2%
6260 · VEHICLE REPLACEMENT	92,767.49	90,000.00	2,767.49	103.1%
6280 · FIELD IMPROVEMENTS	17,917,806.22	17,978,750.00	(60,943.78)	99.7%
6295 · PURCHASED WATER	1,516,192.31	1,516,500.00	(307.69)	100.0%
6320 · HOUSE COUNSEL	390,101.00	275,000.00	115,101.00	141.9%
6330 · SPECIAL COUNSEL	379,400.01	379,950.00	(549.99)	99.9%
6340 · WATERMASTER	11,867.00	12,250.00	(383.00)	96.9%
6350 · USGS DATA	1,047,760.50	1,048,000.00	(239.50)	100.0%
6360 · CONSULTANTS	2,227,072.81	2,231,000.00	(3,927.19)	99.8%
6380 · DISTRICT AUDIT	29,950.00	30,000.00	(50.00)	99.8%
6390 · SAWPA	1,602,242.41	1,602,500.00	(257.59)	100.0%
6400 · VEHICLE EXPENSE	79,218.10	78,500.00	718.10	100.9%
6410 · TRAVEL	5,738.15	6,000.00	(261.85)	95.6%
6420 · MEALS & LODGING	25,528.87	25,550.00	(21.13)	99.9%
6430 · LIABILITY INS	166,760.13	165,000.00	1,760.13	101.1%
6450 · WATERSTOCK ASSESSMENT	5,987.32	6,010.00	(22.68)	99.6%
6460 · UTILITIES/COMMUNICATIONS	867,584.82	869,500.00	(1,915.18)	99.8%
6470 · MAINTENANCE & REPAIRS	457,066.25	457,750.00	(683.75)	99.9%
6480 · OFFICE EXPENSE	42,505.09	44,000.00	(1,494.91)	96.6%
6490 · FIELD SUPPLIES	19,122.93	19,425.00	(302.07)	98.4%
6500 · EDUCATION AND TRAINING	60,328.19	60,500.00	(171.81)	99.7%
6530 · BANK CHARGES-TRUSTEE FEES	7,601.82	11,600.00	(3,998.18)	65.5%
6540 · YUCAIPA LAKES	4,314.32	4,400.00	(85.68)	98.1%
6560 · LIBRARY	13,609.10	13,700.00	(90.90)	99.3%
6570 · POSTAGE	2,598.85	3,240.00	(641.15)	80.2%
6580 · DUES & SUBSCRIPTIONS	173,350.50	173,600.00	(249.50)	99.9%
6600 · TAXES & LICENSES	104,762.47	105,250.00	(487.53)	99.5%
6610 · SPREADING GROUNDS MAINTENANCE	431,810.98	432,000.00	(189.02)	100.0%
6620 · COOP WATER PROJECT PROJECT MGR	30,000.00	30,000.00	0.00	100.0%
6640 · WATER CONSERVATION & EDUCATION	87,357.63	88,000.00	(642.37)	99.3%
6642 · SPONSORSHIPS	6,500.00	6,500.00	0.00	100.0%
6645 · EXTERNAL AFFAIRS/STRATEGIC COMM	49,172.03	49,500.00	(327.97)	99.3%
6650 · PUBLIC NOTICES	13,353.62	5,000.00	8,353.62	267.1%
6690 · EMERGENCY PREPAREDNESS	7,241.58	7,500.00	(258.42)	96.6%
6710 · INTEREST	141,621.88	142,000.00	(378.12)	99.7%
6720 · WATER QUALITY TESTING	360.00	440.00	(80.00)	81.8%
6760 · LAND / PROPERTY PURCHASE	56,754,501.04	25,400,000.00	31,354,501.04	223.4%
6780 · ENVIRONMENTAL / HCP	1,500,220.59	1,497,500.00	2,720.59	100.2%

SAN BERNARDINO VALLEY MWD GENERAL FUND
Profit & Loss Budget vs. Actual
 July 2021 through March 2022

	<u>Jul '21 - Mar 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6800 · LAFCO ANNUAL FUNDING SHARE	30,000.00	30,000.00	0.00	100.0%
6820 · SECURITY	1,946.25	1,980.00	(33.75)	98.3%
Total Expense	<u>91,644,641.92</u>	<u>60,284,115.00</u>	<u>31,360,526.92</u>	<u>152.0%</u>
Net Income	<u>(71,354,629.44)</u>	<u>(37,121,115.00)</u>	<u>(34,233,514.44)</u>	<u>192.2%</u>

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
MARCH 31, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
STATE WATER CONTRACT FUND							
DWR CVP REVENUE BOND	STATE	7/1/2022	5,000.00		3,940.16	5.250%	
AGENCY BONDS - FNMA NOTES	BNY MELLON	07/25/2022	750,000.00	07/21/2020	748,305.00	0.238%	3137EAET2
AGENCY BONDS - FNMA NOTES	BNY MELLON	04/20/2023	4,640,000.00	04/17/2020	4,628,400.00	0.459%	3137EAEQ8
AGENCY BONDS - FNMA NOTES	BNY MELLON	05/05/2023	4,400,000.00	05/05/2020	4,398,152.00	0.389%	3137EAER6
AGENCY BONDS - FNMA NOTES	BNY MELLON	05/22/2023	5,020,000.00	05/20/2020	5,004,889.80	0.351%	3135G04Q3
AGENCY BONDS - FNMA NOTES	BNY MELLON	06/26/2023	4,525,000.00	06/24/2020	4,511,787.00	0.348%	3137EAES4
AGENCY BONDS - FNMA NOTES	BNY MELLON	07/10/2023	4,765,000.00	07/08/2020	4,754,755.25	0.322%	3135G05G4
AGENCY BONDS - FNMA NOTES	BNY MELLON	07/10/2023	900,000.00	10/07/2020	899,793.00	0.258%	3135G05G4
AGENCY BONDS - FNMA NOTES	BNY MELLON	08/24/2023	4,700,000.00	08/19/2020	4,695,206.00	0.284%	3137EAEV7
AGENCY BONDS - FNMA NOTES	BNY MELLON	09/08/2023	4,300,000.00	09/02/2020	4,298,581.00	0.261%	3137EAEW5
AGENCY BONDS - FNMA NOTES	BNY MELLON	09/08/2023	3,235,000.00	09/02/2020	3,235,590.74	0.244%	3137EAEW5
AGENCY BONDS - FNMA NOTES	BNY MELLON	09/08/2023	900,000.00	10/07/2020	899,739.00	0.260%	3137EAEW5
AGENCY BONDS - FNMA NOTES	BNY MELLON	10/16/2023	1,475,000.00	10/14/2020	1,469,498.25	0.250%	3137EAEY1
AGENCY BONDS - FNMA NOTES	BNY MELLON	11/06/2023	5,695,000.00	11/03/2020	5,689,874.50	0.280%	3137EAEZ8
AGENCY BONDS - FNMA NOTES	BNY MELLON	11/27/2023	500,000.00	11/23/2020	499,430.00	0.288%	3135G06H1
AGENCY BONDS - FNMA NOTES	BNY MELLON	12/04/2023	4,400,000.00	12/02/2020	4,395,644.00	0.283%	3137EAF2
CERTIFICATE OF DEPOSIT	BNY MELLON	12/02/2022	2,450,000.00	12/04/2019	2,450,000.00	2.040%	23341VZT1
CERTIFICATE OF DEPOSIT	BNY MELLON	03/17/2023	1,935,000.00	03/19/2021	1,935,000.00	0.590%	22552G3C2
CORPORATE NOTE	BNY MELLON	04/01/2022	325,000.00	03/04/2019	324,844.00	2.967%	24422EUT4
CORPORATE NOTE	BNY MELLON	04/12/2022	1,500,000.00	04/09/2019	1,499,055.00	2.673%	89236TFX8
CORPORATE NOTE	BNY MELLON	05/10/2022	600,000.00	05/03/2019	599,676.00	2.669%	69371RP83
CORPORATE NOTE	BNY MELLON	05/19/2022	500,000.00	04/05/2019	496,685.00	2.991%	61744YAH1
CORPORATE NOTE	BNY MELLON	05/20/2022	1,000,000.00	05/15/2019	998,800.00	2.793%	025816CD9
CORPORATE NOTE	BNY MELLON	06/01/2022	1,500,000.00	03/28/2019	1,541,610.00	2.383%	09247XAJ0
CORPORATE NOTE	BNY MELLON	06/13/2022	300,000.00	09/09/2019	299,613.00	1.999%	24422EVA4
CORPORATE NOTE	BNY MELLON	06/20/2022	1,200,000.00	03/11/2019	1,199,964.00	3.051%	05531FBG7
CORPORATE NOTE	BNY MELLON	08/08/2022	500,000.00	07/30/2019	499,495.00	2.185%	438516BT2
CORPORATE NOTE	BNY MELLON	09/06/2022	925,000.00	09/03/2019	923,714.25	1.948%	14913Q3A5
CORPORATE NOTE	BNY MELLON	09/11/2022	295,000.00	09/04/2019	294,949.85	1.706%	037833DL1
CORPORATE NOTE	BNY MELLON	09/15/2022	670,000.00	03/13/2019	663,152.60	2.735%	589331AT4
CORPORATE NOTE	BNY MELLON	09/26/2022	550,000.00	09/23/2019	549,329.00	2.042%	69371RQ33
CORPORATE NOTE	BNY MELLON	11/18/2022	475,000.00	01/09/2020	474,781.50	1.967%	14913Q3C1
CORPORATE NOTE	BNY MELLON	01/27/2023	550,000.00	01/21/2020	549,615.00	1.874%	06406RAM9
CORPORATE NOTE	BNY MELLON	02/01/2023	275,000.00	01/22/2020	274,623.25	1.747%	00724PAA7
CORPORATE NOTE	BNY MELLON	02/01/2023	250,000.00	01/23/2020	250,020.00	1.697%	00724PAA7
CORPORATE NOTE	BNY MELLON	02/14/2023	600,000.00	08/19/2019	597,714.00	1.864%	88579YBL4
CORPORATE NOTE	BNY MELLON	04/06/2023	410,000.00	04/06/2021	409,667.90	0.441%	89236TJD8
CORPORATE NOTE	BNY MELLON	05/01/2023	575,000.00	04/29/2020	573,861.50	0.817%	713448EY0
CORPORATE NOTE	BNY MELLON	05/11/2023	600,000.00	05/04/2020	598,368.00	0.842%	037833DV9
CORPORATE NOTE	BNY MELLON	05/11/2023	540,000.00	05/07/2020	540,000.00	1.141%	166764BV1
CORPORATE NOTE	BNY MELLON	06/03/2023	1,250,000.00	06/01/2020	1,248,250.00	0.447%	023135BP0
CORPORATE NOTE	BNY MELLON	06/08/2023	160,000.00	06/01/2020	159,777.60	0.847%	69371RQ82
CORPORATE NOTE	BNY MELLON	06/26/2023	750,000.00	06/09/2020	811,305.00	0.608%	931142EK5
CORPORATE NOTE	BNY MELLON	08/11/2023	175,000.00	08/04/2020	174,770.75	0.394%	69371RQ90
CORPORATE NOTE	BNY MELLON	09/14/2023	275,000.00	09/08/2020	274,648.00	0.418%	904764BJ5
CORPORATE NOTE	BNY MELLON	09/14/2023	500,000.00	09/09/2020	499,660.00	0.473%	14913R2F3
CORPORATE NOTE	BNY MELLON	11/13/2023	1,165,000.00	11/09/2020	1,165,000.00	0.537%	110122DT2
CORPORATE NOTE	BNY MELLON	11/17/2023	825,000.00	11/16/2020	825,000.00	0.627%	38141GXL3
CORPORATE NOTE	BNY MELLON	01/10/2024	675,000.00	01/03/2022	674,892.00	0.958%	14913R2S5
CORPORATE NOTE	BNY MELLON	01/11/2024	1,200,000.00	01/06/2021	1,199,928.00	0.452%	89236THU2
CORPORATE NOTE	BNY MELLON	01/17/2024	480,000.00	03/01/2021	479,659.20	0.475%	24422EVN6
CORPORATE NOTE	BNY MELLON	02/08/2024	555,000.00	02/01/2021	554,617.05	0.373%	63743HEU2
CORPORATE NOTE	BNY MELLON	03/03/2024	300,000.00	01/21/2021	330,642.00	0.671%	38141GVM3
CORPORATE NOTE	BNY MELLON	03/05/2024	1,075,000.00	09/24/2020	1,144,079.50	0.878%	06051GHF9
CORPORATE NOTE	BNY MELLON	03/16/2024	600,000.00	03/09/2021	600,000.00	0.697%	46647PBZ8
CORPORATE NOTE	BNY MELLON	03/18/2024	795,000.00	03/16/2021	794,602.50	0.767%	808513BN4
CORPORATE NOTE	BNY MELLON	04/15/2024	575,000.00	05/07/2020	629,964.25	1.151%	20030NCR0
CORPORATE NOTE	BNY MELLON	05/12/2024	1,940,000.00	05/10/2021	1,937,167.60	0.499%	023135BW5
CORPORATE NOTE	BNY MELLON	05/15/2024	915,000.00	05/17/2021	914,048.40	0.585%	91324PEB4

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
MARCH 31, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
CORPORATE NOTE	BNY MELLON	05/28/2024	1,275,000.00	05/25/2021	1,274,885.25	0.703%	04636NAC7
CORPORATE NOTE	BNY MELLON	06/01/2024	500,000.00	05/19/2020	500,000.00	1.514%	46647PBQ8
CORPORATE NOTE	BNY MELLON	06/07/2024	420,000.00	06/07/2021	419,475.00	0.492%	24422EVQ9
CORPORATE NOTE	BNY MELLON	06/18/2024	750,000.00	06/15/2021	749,107.50	0.540%	89236TJH9
CORPORATE NOTE	BNY MELLON	07/30/2024	1,200,000.00	11/19/2021	1,242,960.00	1.099%	025816CG2
CORPORATE NOTE	BNY MELLON	08/09/2024	710,000.00	08/03/2021	709,616.60	0.518%	69371RR40
CORPORATE NOTE	BNY MELLON	08/09/2024	970,000.00	09/07/2021	969,359.80	0.773%	02665WDY4
CORPORATE NOTE	BNY MELLON	08/12/2024	600,000.00	08/09/2021	599,946.00	0.753%	05565EBU8
CORPORATE NOTE	BNY MELLON	08/12/2024	470,000.00	08/09/2021	470,000.00	0.626%	904764BN6
CORPORATE NOTE	BNY MELLON	09/10/2024	285,000.00	09/07/2021	284,814.75	0.647%	24422EVU0
CORPORATE NOTE	BNY MELLON	09/14/2024	2,145,000.00	09/07/2021	2,145,000.00	0.606%	641062AU8
CORPORATE NOTE	BNY MELLON	09/16/2024	555,000.00	09/09/2020	555,000.00	0.653%	46647PBS4
CORPORATE NOTE	BNY MELLON	10/24/2024	1,000,000.00	10/16/2020	1,000,000.00	0.810%	06051GJH3
CORPORATE NOTE	BNY MELLON	10/25/2024	670,000.00	10/20/2021	669,564.50	0.872%	06406RAX5
CORPORATE NOTE	BNY MELLON	10/30/2024	1,000,000.00	10/23/2020	1,000,000.00	0.776%	172967MT5
CORPORATE NOTE	BNY MELLON	01/10/2025	480,000.00	01/04/2022	479,774.40	1.266%	24422EVY2
CORPORATE NOTE	BNY MELLON	01/13/2025	1,000,000.00	01/11/2022	999,210.00	1.527%	02665WEA5
CORPORATE NOTE	BNY MELLON	01/24/2025	1,050,000.00	01/19/2022	1,050,000.00	1.758%	38141GZH0
CORPORATE NOTE	BNY MELLON	01/10/2025	1,250,000.00	01/06/2022	1,246,175.00	1.480%	21688AAS1
CORPORATE NOTE	BNY MELLON	02/04/2025	900,000.00	02/01/2022	900,000.00	1.844%	06051GKG3
CORPORATE NOTE	BNY MELLON	02/07/2025	405,000.00	01/31/2022	404,987.85	1.876%	63743HFC1
CORPORATE NOTE	BNY MELLON	02/10/2025	590,000.00	03/08/2021	628,468.00	0.937%	58933YAR6
CORPORATE NOTE	BNY MELLON	02/16/2025	405,000.00	02/09/2021	405,000.00	0.563%	46647PBY1
CORPORATE NOTE	BNY MELLON	03/04/2025	350,000.00	03/01/2022	349,646.50	2.285%	025816CQ0
CORPORATE NOTE	BNY MELLON	03/04/2025	500,000.00	03/02/2022	498,315.00	2.367%	025816CQ0
CORPORATE NOTE	BNY MELLON	03/07/2025	160,000.00	03/02/2022	159,931.20	2.140%	24422EWB1
CORPORATE NOTE	BNY MELLON	03/10/2025	3,760,000.00	03/03/2022	3,760,000.00	2.132%	771196BT8
CORPORATE NOTE	BNY MELLON	04/01/2025	710,000.00	03/28/2022	709,332.60	0.031%	05565EBY0
CORPORATE NOTE	BNY MELLON	04/01/2025	710,000.00	03/28/2022	709,332.60	3.283%	05565EBZ7
CORPORATE NOTE	BNY MELLON	04/07/2025	1,100,000.00	03/31/2022	1,099,714.00	2.859%	69371RR73
CORPORATE NOTE	BNY MELLON	04/15/2025	225,000.00	03/24/2022	224,606.25	2.760%	437076CM2
CORPORATE NOTE	BNY MELLON	04/24/2025	675,000.00	03/04/2021	694,210.50	0.882%	06406RAN7
CORPORATE NOTE	BNY MELLON	05/01/2025	460,000.00	04/27/2021	460,000.00	0.981%	172967MX6
CORPORATE NOTE	BNY MELLON	06/01/2025	605,000.00	05/24/2021	605,000.00	0.824%	46647PCH7
CORPORATE NOTE	BNY MELLON	06/23/2025	1,250,000.00	06/21/2021	1,250,000.00	0.969%	46647PCK0
CORPORATE NOTE	BNY MELLON	11/03/2025	445,000.00	10/27/2021	445,000.00	1.281%	172967ND9
CORPORATE NOTE	BNY MELLON	12/06/2025	1,250,000.00	12/01/2021	1,250,000.00	1.530%	06051GKE8
CORPORATE NOTE	BNY MELLON	02/06/2026	595,000.00	02/02/2022	595,000.00	1.746%	857477BR3
CORPORATE NOTE	BNY MELLON	02/18/2026	1,365,000.00	02/16/2022	1,365,000.00	2.631%	61747YEM3
CORPORATE NOTE	BNY MELLON	03/30/2026	1,000,000.00	02/17/2022	1,020,130.00	2.226%	857477BM4
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2022	505,000.00	11/13/2020	505,000.00	1.327%	13017HAJ5
MUNICIPAL BOND / NOTE	BNY MELLON	12/01/2022	395,000.00	07/30/2020	395,000.00	0.349%	13067WQZ8
MUNICIPAL BOND / NOTE	BNY MELLON	03/15/2023	570,000.00	12/16/2020	570,000.00	0.480%	650036DR4
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2023	135,000.00	05/29/2020	135,805.95	1.798%	20772KJV2
MUNICIPAL BOND / NOTE	BNY MELLON	08/01/2023	1,300,000.00	07/23/2020	1,300,000.00	0.410%	574193TP3
MUNICIPAL BOND / NOTE	BNY MELLON	08/01/2023	465,000.00	10/30/2020	465,000.00	0.444%	54438CYH9
MUNICIPAL BOND / NOTE	BNY MELLON	11/01/2023	575,000.00	07/24/2020	575,000.00	0.422%	605581MY0
MUNICIPAL BOND / NOTE	BNY MELLON	11/01/2023	625,000.00	08/27/2020	625,000.00	0.475%	13077DMJ8
MUNICIPAL BOND / NOTE	BNY MELLON	12/01/2023	135,000.00	07/30/2020	135,000.00	0.414%	13067WRA2
MUNICIPAL BOND / NOTE	BNY MELLON	03/15/2024	1,710,000.00	12/16/2020	1,710,000.00	0.620%	650036DS2
MUNICIPAL BOND / NOTE	BNY MELLON	01/01/2025	520,000.00	01/22/2021	520,000.00	0.897%	646140DN0
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2025	630,000.00	09/03/2020	630,000.00	1.258%	341271AD6
US TREASURY NOTES	BNY MELLON	11/15/2022	650,000.00	11/21/2019	650,685.55	1.588%	912828TY6
US TREASURY NOTES	BNY MELLON	11/30/2022	625,000.00	12/01/2020	624,414.06	0.172%	91282CAX9
US TREASURY NOTES	BNY MELLON	01/15/2023	3,450,000.00	02/03/2020	3,466,980.47	1.329%	912828Z29
US TREASURY NOTES	BNY MELLON	01/15/2023	2,500,000.00	03/12/2020	2,563,671.88	0.590%	912828Z29
US TREASURY NOTES	BNY MELLON	01/31/2023	4,000,000.00	02/02/2021	4,000,937.50	0.113%	91282CBG5
US TREASURY NOTES	BNY MELLON	01/31/2023	900,000.00	12/26/2019	902,355.47	1.663%	912828P38
US TREASURY NOTES	BNY MELLON	01/31/2023	4,000,000.00	01/02/2020	4,016,406.25	1.612%	912828P38
US TREASURY NOTES	BNY MELLON	03/31/2023	9,500,000.00	03/02/2020	9,695,566.41	0.820%	912828Q29
US TREASURY NOTES	BNY MELLON	03/31/2023	2,600,000.00	04/15/2021	2,598,476.56	0.155%	91282CBU4
US TREASURY NOTES	BNY MELLON	05/15/2023	3,100,000.00	06/03/2020	3,088,859.38	0.248%	912828ZP8
US TREASURY NOTES	BNY MELLON	05/31/2023	5,000,000.00	06/14/2021	4,996,679.69	0.159%	91282CCD1
US TREASURY NOTES	BNY MELLON	05/31/2023	6,000,000.00	06/17/2021	5,989,921.88	0.212%	91282CCD1

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
MARCH 31, 2022

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
US TREASURY NOTES	BNY MELLON	06/15/2023	3,000,000.00	06/11/2020	3,003,867.19	0.207%	912828ZU7
US TREASURY NOTES	BNY MELLON	06/15/2023	3,000,000.00	06/18/2020	3,002,460.94	0.222%	912828ZU7
US TREASURY NOTES	BNY MELLON	06/30/2023	1,500,000.00	03/05/2020	1,536,445.31	0.631%	912828S35
US TREASURY NOTES	BNY MELLON	07/31/2023	5,000,000.00	05/03/2021	5,116,992.19	0.204%	912828S92
US TREASURY NOTES	BNY MELLON	09/30/2023	4,500,000.00	10/04/2021	4,497,714.84	0.276%	91282CDA6
US TREASURY NOTES	BNY MELLON	10/15/2023	3,000,000.00	10/08/2020	2,994,257.81	0.189%	91282CAP6
US TREASURY NOTES	BNY MELLON	10/31/2023	5,975,000.00	11/01/2021	5,957,961.91	0.519%	91282CDD0
US TREASURY NOTES	BNY MELLON	11/15/2023	5,065,000.00	12/01/2020	5,068,759.18	0.225%	91282CAW1
US TREASURY NOTES	BNY MELLON	12/15/2023	2,700,000.00	01/07/2021	2,693,144.53	0.212%	91282CBA8
US TREASURY NOTES	BNY MELLON	01/15/2024	1,500,000.00	02/02/2021	1,497,656.25	0.178%	91282CBE0
US TREASURY NOTES	BNY MELLON	02/15/2024	2,950,000.00	03/01/2021	2,937,208.98	0.272%	91282CBM2
US TREASURY NOTES	BNY MELLON	03/15/2024	3,500,000.00	03/11/2021	3,492,207.03	0.325%	91282CBR1
US TREASURY NOTES	BNY MELLON	03/15/2024	2,450,000.00	03/31/2021	2,443,970.70	0.334%	91282CBR1
US TREASURY NOTES	BNY MELLON	04/15/2024	2,500,000.00	04/22/2021	2,503,320.31	0.330%	91282CBV2
US TREASURY NOTES	BNY MELLON	04/15/2024	2,750,000.00	04/27/2021	2,752,041.02	0.350%	91282CBV2
US TREASURY NOTES	BNY MELLON	04/30/2024	4,500,000.00	04/05/2021	4,717,792.97	0.409%	912828X70
US TREASURY NOTES	BNY MELLON	06/15/2024	5,000,000.00	06/14/2021	4,987,304.69	0.335%	91282CCG4
US TREASURY NOTES	BNY MELLON	06/15/2024	3,450,000.00	06/28/2021	3,428,033.20	0.467%	91282CCG4
US TREASURY NOTES	BNY MELLON	06/15/2024	3,000,000.00	07/01/2021	2,980,546.88	0.472%	91282CCG4
US TREASURY NOTES	BNY MELLON	07/15/2024	6,000,000.00	08/04/2021	6,006,562.50	0.337%	91282CCL3
US TREASURY NOTES	BNY MELLON	07/15/2024	1,375,000.00	08/05/2021	1,374,838.87	0.379%	91282CCL3
US TREASURY NOTES	BNY MELLON	07/15/2024	1,400,000.00	08/10/2021	1,397,429.69	0.438%	91282CCL3
US TREASURY NOTES	BNY MELLON	08/15/2024	3,000,000.00	08/19/2021	2,995,195.31	0.429%	91282CCT6
US TREASURY NOTES	BNY MELLON	08/15/2024	6,000,000.00	09/01/2021	5,993,437.50	0.412%	91282CCT6
US TREASURY NOTES	BNY MELLON	08/31/2024	3,000,000.00	05/03/2021	3,081,328.13	0.428%	912828YE4
US TREASURY NOTES	BNY MELLON	09/15/2024	4,200,000.00	09/16/2021	4,189,335.94	0.461%	91282CCX7
US TREASURY NOTES	BNY MELLON	09/15/2024	3,000,000.00	09/22/2021	2,992,382.81	0.461%	91282CCX7
US TREASURY NOTES	BNY MELLON	09/15/2024	3,000,000.00	10/04/2021	2,988,164.06	0.510%	91282CCX7
US TREASURY NOTES	BNY MELLON	10/15/2024	3,000,000.00	11/01/2021	2,985,234.38	0.794%	91282CDB4
US TREASURY NOTES	BNY MELLON	10/31/2024	2,750,000.00	05/04/2021	2,850,009.77	0.447%	912828YM6
US TREASURY NOTES	BNY MELLON	11/15/2024	6,000,000.00	12/02/2021	5,972,109.38	0.911%	91282CDH1
US TREASURY NOTES	BNY MELLON	11/15/2024	3,000,000.00	12/07/2021	2,982,070.31	0.957%	91282CDH1
US TREASURY NOTES	BNY MELLON	11/30/2024	2,625,000.00	06/02/2021	2,722,207.03	0.427%	912828YV6
US TREASURY NOTES	BNY MELLON	11/30/2024	2,750,000.00	06/03/2021	2,848,720.70	0.458%	912828YV6
US TREASURY NOTES	BNY MELLON	11/30/2024	5,000,000.00	06/14/2021	5,182,226.56	0.437%	912828YV6
US TREASURY NOTES	BNY MELLON	12/15/2024	2,000,000.00	12/22/2021	2,002,812.50	0.952%	91282CDN8
US TREASURY NOTES	BNY MELLON	12/15/2024	3,000,000.00	12/28/2021	3,002,578.13	0.970%	91282CDN8
US TREASURY NOTES	BNY MELLON	12/15/2024	2,950,000.00	01/03/2022	2,947,810.55	1.026%	91282CDN8
US TREASURY NOTES	BNY MELLON	02/15/2025	2,950,000.00	02/11/2022	2,922,343.75	1.823%	91282CDZ1
FIDELITY GOVERNMENT	BNY MELLON		164,929.38		164,929.38	0.050%	
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	53,677,134.55		53,677,134.55	0.365%	AT 3/31/21
CAMP	CAMP	DAILY	78,208,629.87		78,208,629.87	0.250%	AT 3/31/21
			<u>431,015,693.80</u>		<u>432,254,638.35</u>		
<u>DEVIL CANYON / CASTAIC FUND</u>							
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	<u>4,596,612.01</u>		<u>4,596,612.01</u>	0.365%	AT 3/31/21
<u>GENERAL FUND</u>							
AGENCY BONDS - FNMA NOTES	BNY MELLON	04/20/2023	2,140,000.00	04/17/2020	2,134,650.00	0.459%	3137EAEQ8
AGENCY BONDS - FNMA NOTES	BNY MELLON	05/05/2023	2,025,000.00	05/05/2020	2,024,149.50	0.389%	3137EAER6
AGENCY BONDS - FNMA NOTES	BNY MELLON	05/22/2023	2,345,000.00	05/20/2020	2,337,941.55	0.351%	3135G04Q3
AGENCY BONDS - FNMA NOTES	BNY MELLON	06/26/2023	2,125,000.00	06/24/2020	2,118,795.00	0.348%	3137EAES4
AGENCY BONDS - FNMA NOTES	BNY MELLON	07/10/2023	2,225,000.00	07/08/2020	2,220,216.25	0.322%	3135G05G4
AGENCY BONDS - FNMA NOTES	BNY MELLON	07/10/2023	600,000.00	10/07/2020	599,862.00	0.258%	3135G05G4
AGENCY BONDS - FNMA NOTES	BNY MELLON	08/24/2023	2,200,000.00	08/19/2020	2,197,756.00	0.284%	3137EAEV7
AGENCY BONDS - FNMA NOTES	BNY MELLON	10/16/2023	825,000.00	10/14/2020	821,922.75	0.250%	3137EAEY1
AGENCY BONDS - FNMA NOTES	BNY MELLON	11/06/2023	2,365,000.00	11/03/2020	2,362,871.50	0.280%	3137EAEZ8
AGENCY BONDS - FNMA NOTES	BNY MELLON	11/27/2023	300,000.00	11/23/2020	299,658.00	0.288%	3135G06H1
AGENCY BONDS - FNMA NOTES	BNY MELLON	12/04/2023	1,950,000.00	12/02/2020	1,948,069.50	0.283%	3137EAF21
CERTIFICATE OF DEPOSIT	BNY MELLON	12/02/2022	1,125,000.00	12/04/2019	1,125,000.00	2.040%	23341VZT1
CERTIFICATE OF DEPOSIT	BNY MELLON	03/17/2023	885,000.00	03/19/2021	885,000.00	0.590%	22552G3C2
CORPORATE NOTE	BNY MELLON	02/01/2023	130,000.00	01/22/2020	129,821.90	1.747%	00724PAA7
CORPORATE NOTE	BNY MELLON	02/01/2023	125,000.00	01/23/2020	125,010.00	1.697%	00724PAA7
CORPORATE NOTE	BNY MELLON	05/11/2023	550,000.00	05/04/2020	548,504.00	0.842%	037833DV9

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**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
MARCH 31, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
CORPORATE NOTE	BNY MELLON	05/11/2023	255,000.00	05/07/2020	255,000.00	1.141%	166764BV1
CORPORATE NOTE	BNY MELLON	06/03/2023	600,000.00	06/01/2020	599,160.00	0.447%	023135BP0
CORPORATE NOTE	BNY MELLON	06/08/2023	115,000.00	06/01/2020	114,840.15	0.847%	69371RQ82
CORPORATE NOTE	BNY MELLON	06/26/2023	350,000.00	06/09/2020	378,609.00	0.608%	931142EK5
CORPORATE NOTE	BNY MELLON	08/11/2023	100,000.00	08/04/2020	99,869.00	0.394%	69371RQ90
CORPORATE NOTE	BNY MELLON	08/11/2023	135,000.00	08/10/2020	135,000.00	0.426%	166756AJ5
CORPORATE NOTE	BNY MELLON	09/14/2023	150,000.00	09/08/2020	149,808.00	0.418%	904764BJ5
CORPORATE NOTE	BNY MELLON	09/14/2023	250,000.00	09/09/2020	249,830.00	0.473%	14913R2F3
CORPORATE NOTE	BNY MELLON	11/13/2023	545,000.00	11/09/2020	545,000.00	0.537%	110122DT2
CORPORATE NOTE	BNY MELLON	11/17/2023	425,000.00	11/16/2020	425,000.00	0.627%	38141GXL3
CORPORATE NOTE	BNY MELLON	01/10/2024	170,000.00	01/03/2022	169,972.80	0.958%	14913R2S5
CORPORATE NOTE	BNY MELLON	01/11/2024	550,000.00	01/06/2021	549,967.00	0.452%	89236THU2
CORPORATE NOTE	BNY MELLON	01/17/2024	240,000.00	03/01/2021	239,829.60	0.475%	24422EVN6
CORPORATE NOTE	BNY MELLON	01/25/2024	675,000.00	01/20/2021	675,000.00	0.529%	6174468W2
CORPORATE NOTE	BNY MELLON	02/08/2024	255,000.00	02/01/2021	254,824.05	0.373%	63743HEU2
CORPORATE NOTE	BNY MELLON	03/05/2024	500,000.00	09/24/2020	532,130.00	0.878%	06051GHF9
CORPORATE NOTE	BNY MELLON	03/08/2024	465,000.00	03/03/2022	465,000.00	1.882%	771196BU5
CORPORATE NOTE	BNY MELLON	03/16/2024	400,000.00	03/09/2021	400,000.00	0.697%	46647PBZ8
CORPORATE NOTE	BNY MELLON	03/18/2024	360,000.00	03/16/2021	359,820.00	0.767%	808513BN4
CORPORATE NOTE	BNY MELLON	04/15/2024	275,000.00	05/07/2020	301,287.25	1.151%	20030NCR0
CORPORATE NOTE	BNY MELLON	05/12/2024	840,000.00	05/10/2021	838,773.60	0.499%	023135BW5
CORPORATE NOTE	BNY MELLON	05/15/2024	395,000.00	05/17/2021	394,589.20	0.585%	91324PEB4
CORPORATE NOTE	BNY MELLON	05/28/2024	550,000.00	05/25/2021	549,950.50	0.703%	04636NAC7
CORPORATE NOTE	BNY MELLON	06/01/2024	250,000.00	05/19/2020	250,000.00	1.514%	46647PBQ8
CORPORATE NOTE	BNY MELLON	06/07/2024	185,000.00	06/07/2021	184,768.75	0.492%	24422EVQ9
CORPORATE NOTE	BNY MELLON	08/09/2024	210,000.00	08/03/2021	209,886.60	0.518%	69371RR40
CORPORATE NOTE	BNY MELLON	08/09/2024	385,000.00	09/07/2021	384,745.90	0.773%	02665WDY4
CORPORATE NOTE	BNY MELLON	08/12/2024	240,000.00	08/09/2021	239,978.40	0.753%	05565EBU8
CORPORATE NOTE	BNY MELLON	08/12/2024	185,000.00	08/09/2021	185,000.00	0.626%	904764BN6
CORPORATE NOTE	BNY MELLON	09/10/2024	80,000.00	09/07/2021	79,948.00	0.647%	24422EVU0
CORPORATE NOTE	BNY MELLON	09/14/2024	850,000.00	09/07/2021	850,000.00	0.606%	641062AU8
CORPORATE NOTE	BNY MELLON	09/16/2024	355,000.00	09/09/2020	355,000.00	0.653%	46647PBS4
CORPORATE NOTE	BNY MELLON	10/24/2024	500,000.00	10/16/2020	500,000.00	0.810%	06051GJH3
CORPORATE NOTE	BNY MELLON	10/25/2024	310,000.00	10/20/2021	309,798.50	0.872%	06406RAX5
CORPORATE NOTE	BNY MELLON	10/30/2024	250,000.00	10/23/2020	250,000.00	0.776%	172967MT5
CORPORATE NOTE	BNY MELLON	01/10/2025	80,000.00	01/04/2022	79,962.40	1.266%	24422EVY2
CORPORATE NOTE	BNY MELLON	01/13/2025	250,000.00	01/11/2022	249,802.50	1.527%	02665WEA5
CORPORATE NOTE	BNY MELLON	01/10/2025	375,000.00	01/06/2022	373,852.50	1.480%	21688AAS1
CORPORATE NOTE	BNY MELLON	02/10/2025	220,000.00	03/08/2021	234,344.00	0.937%	58933YAR6
CORPORATE NOTE	BNY MELLON	02/16/2025	120,000.00	02/09/2021	120,000.00	0.563%	46647PBY1
CORPORATE NOTE	BNY MELLON	03/04/2025	140,000.00	03/01/2022	139,858.60	2.285%	025816CQ0
CORPORATE NOTE	BNY MELLON	04/01/2025	120,000.00	03/28/2022	119,887.20	0.031%	05565EBY0
CORPORATE NOTE	BNY MELLON	04/01/2025	120,000.00	03/28/2022	119,887.20	3.283%	05565EBZ7
CORPORATE NOTE	BNY MELLON	04/15/2025	50,000.00	03/24/2022	49,912.50	2.760%	437076CM2
CORPORATE NOTE	BNY MELLON	04/24/2025	325,000.00	03/04/2021	334,249.50	0.882%	06406RAN7
CORPORATE NOTE	BNY MELLON	05/01/2025	310,000.00	04/27/2021	310,000.00	0.981%	172967MX6
CORPORATE NOTE	BNY MELLON	06/01/2025	340,000.00	05/24/2021	340,000.00	0.824%	46647PCH7
CORPORATE NOTE	BNY MELLON	11/03/2025	205,000.00	10/27/2021	205,000.00	1.281%	172967ND9
CORPORATE NOTE	BNY MELLON	02/06/2026	75,000.00	02/02/2022	75,000.00	1.746%	857477BR3
CORPORATE NOTE	BNY MELLON	03/30/2026	200,000.00	02/17/2022	204,026.00	2.226%	857477BM4
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2022	235,000.00	11/13/2020	235,000.00	1.327%	13017HAJ5
MUNICIPAL BOND / NOTE	BNY MELLON	12/01/2022	170,000.00	07/30/2020	170,000.00	0.349%	13067WQZ8
MUNICIPAL BOND / NOTE	BNY MELLON	03/15/2023	265,000.00	12/16/2020	265,000.00	0.480%	650036DR4
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2023	65,000.00	05/29/2020	65,388.05	1.798%	20772KJV2
MUNICIPAL BOND / NOTE	BNY MELLON	08/01/2023	625,000.00	07/23/2020	625,000.00	0.410%	574193TP3
MUNICIPAL BOND / NOTE	BNY MELLON	08/01/2023	435,000.00	10/16/2020	435,000.00	0.499%	798306WM4
MUNICIPAL BOND / NOTE	BNY MELLON	08/01/2023	220,000.00	10/30/2020	220,000.00	0.444%	54438CYH9
MUNICIPAL BOND / NOTE	BNY MELLON	11/01/2023	275,000.00	07/24/2020	275,000.00	0.422%	605581MY0
MUNICIPAL BOND / NOTE	BNY MELLON	12/01/2023	75,000.00	07/30/2020	75,000.00	0.414%	13067WRA2
MUNICIPAL BOND / NOTE	BNY MELLON	03/15/2024	800,000.00	12/16/2020	800,000.00	0.620%	650036DS2
MUNICIPAL BOND / NOTE	BNY MELLON	01/01/2025	240,000.00	01/22/2021	240,000.00	0.897%	646140DN0
MUNICIPAL BOND / NOTE	BNY MELLON	07/01/2025	295,000.00	09/03/2020	295,000.00	1.258%	341271AD6
US TREASURY NOTES	BNY MELLON	01/15/2023	115,000.00	03/12/2020	117,928.91	0.590%	912828Z29
US TREASURY NOTES	BNY MELLON	01/31/2023	925,000.00	12/26/2019	927,420.90	1.663%	912828P38
US TREASURY NOTES	BNY MELLON	01/31/2023	2,400,000.00	01/02/2020	2,409,843.75	1.612%	912828P38
US TREASURY NOTES	BNY MELLON	03/31/2023	1,200,000.00	04/15/2021	1,199,296.88	0.155%	91282CBU4
US TREASURY NOTES	BNY MELLON	05/15/2023	1,650,000.00	06/03/2020	1,644,070.31	0.248%	912828ZP8
US TREASURY NOTES	BNY MELLON	09/30/2023	1,600,000.00	10/04/2021	1,599,187.50	0.276%	91282CDA6
US TREASURY NOTES	BNY MELLON	10/15/2023	1,000,000.00	10/08/2020	998,085.94	0.189%	91282CAP6

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**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
MARCH 31, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
US TREASURY NOTES	BNY MELLON	11/15/2023	2,365,000.00	12/01/2020	2,366,755.27	0.225%	91282CAW1
US TREASURY NOTES	BNY MELLON	12/15/2023	1,200,000.00	01/07/2021	1,196,953.13	0.212%	91282CBA8
US TREASURY NOTES	BNY MELLON	03/15/2024	2,000,000.00	03/11/2021	1,995,546.88	0.325%	91282CBR1
US TREASURY NOTES	BNY MELLON	04/15/2024	575,000.00	04/22/2021	575,763.67	0.330%	91282CBV2
US TREASURY NOTES	BNY MELLON	04/15/2024	850,000.00	04/27/2021	850,630.86	0.350%	91282CBV2
US TREASURY NOTES	BNY MELLON	08/15/2024	1,200,000.00	08/19/2021	1,198,078.13	0.429%	91282CCT6
US TREASURY NOTES	BNY MELLON	08/15/2024	2,375,000.00	09/01/2021	2,372,402.34	0.412%	91282CCT6
US TREASURY NOTES	BNY MELLON	10/31/2024	1,200,000.00	05/04/2021	1,243,640.63	0.447%	912828YM6
US TREASURY NOTES	BNY MELLON	11/15/2024	1,000,000.00	12/02/2021	995,351.56	0.911%	91282CDH1
US TREASURY NOTES	BNY MELLON	11/15/2024	900,000.00	12/07/2021	894,621.09	0.957%	91282CDH1
US TREASURY NOTES	BNY MELLON	11/30/2024	1,125,000.00	06/02/2021	1,166,660.16	0.427%	912828YV6
US TREASURY NOTES	BNY MELLON	11/30/2024	1,200,000.00	06/03/2021	1,243,078.13	0.458%	912828YV6
US TREASURY NOTES	BNY MELLON	12/15/2024	1,475,000.00	12/22/2021	1,477,074.22	0.952%	91282CDN8
US TREASURY NOTES	BNY MELLON	12/15/2024	875,000.00	01/03/2022	874,350.59	1.026%	91282CDN8
US TREASURY NOTES	BNY MELLON	02/15/2025	200,000.00	02/11/2022	198,125.00	1.823%	91282CDZ1
FIDELITY GOVERNMENT	BNY MELLON		6,351.96		6,351.96	0.050%	
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	16,301,982.01		16,301,982.01	0.365%	AT 3/31/21
CAMP	CAMP	DAILY	2,160,643.47		2,161,107.43	0.250%	AT 3/31/21
			<u>86,843,977.44</u>		<u>87,032,091.95</u>		

ALL INVESTMENTS LISTED ON THIS MONTHLY INVESTMENT SUMMARY AND HELD BY SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT ARE IN COMPLIANCE WITH THE DISTRICT'S INVESTMENT POLICY.

THE DISTRICT CAN MEET ITS EXPENDITURE REQUIREMENTS FOR THE NEXT SIX MONTHS.

Cindy Saks
CFO / DEPUTY GENERAL MANAGER