



**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, MARCH 15, 2022 – 2:00 P.M.**

**PUBLIC PARTICIPATION**

Public participation is welcome and encouraged. You may participate in the March 15, 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](mailto: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, March 14, 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, March 15, 2022**

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**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 March 1, 2022, Meeting(Page 4)  
[BOD Minutes 030122](#)

**3) DISCUSSION AND POSSIBLE ACTION ITEMS**

3.1 Consider a Consulting Services Agreement to Conduct Riparian Bird Surveys(Page 12)  
[Staff Memo - Consider a Consulting Services Agreement to Conduct Riparian Bird Surveys](#)  
[Consulting Services Agreement](#)

3.2 Consider Approving the Agreement to Convey Metropolitan Water District of Southern California Water to Rubidoux Community Services District(Page 57)  
[Staff Memo - Consider Approving the Agreement to Convey Metropolitan Water District of Southern California Water to Rubidoux Community Services District](#)  
[Agreement to Provide Water to Rubidoux Community Services District](#)

3.3 Consider Approval of Exchange Framework Agreement with Metropolitan Water District of Southern California(Page 66)  
[Staff Memo - Consider Approval of Exchange Framework Agreement with Metropolitan Water District of Southern California](#)  
[Exchange Framework Agreement with Metropolitan](#)

3.4 Consider Approval of the 2022 Exchange Agreement with Metropolitan Water District of Southern California(Page 73)  
[Staff Memo - Consider Approval of the 2022 Exchange Agreement with Metropolitan Water](#)

District of Southern California  
2022 Exchange Agreement with Metropolitan

- 3.5 Consider Adoption of the Updated San Bernardino Valley Municipal Water District Strategic Plan (Page 78)  
[Staff Memo - Consider Adoption of the Updated San Bernardino Valley Municipal Water District Strategic Plan](#)  
[Strategic Plan: Our Foundation](#)

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

- 4.1 Board of Directors' Workshop - February 11, 2022 (Page 93)  
[Summary Notes BOD Special Workshop 021122](#)
- 4.2 Board of Directors' Workshop - February 17, 2022 (Page 99)  
[Summary Notes BOD Special Workshop 021722](#)
- 4.3 Board of Directors' Workshop - Strategic Plan and Goal Setting - February 23, 2022 (Page 107)  
[Summary Notes BOD Special Workshop 022322](#)
- 4.4 SAWPA Meeting Report
- 4.5 Directors' Report of Activities (Page 116)  
[SBVMWD Director Fees and Expenses paid in February 2022](#)  
[Director Botello Activity Report - February](#)  
[Director Harrison Activity Report - February](#)  
[Director Hayes Activity Report - February](#)  
[Director Kielhold Activity Report - February](#)  
[Director Longville Activity Report - February](#)
- 4.6 Treasurer's Report (Page 125)  
[Treasurer's Report - February 2022](#)
- 4.7 General Counsel Report
- 4.8 State Water Project Report (Page 138)  
[Staff Memo - SWP Report](#)  
[Sites Reservoir Status Report](#)  
[Draft State Water Contractors Objectives for FY 2022-23](#)
- 4.9 Operations Report (Page 147)  
[Operations Report - February 2022](#)

**5) FUTURE BUSINESS**

**6) ANNOUNCEMENTS**

- 6.1 List of Announcements (Page 153)  
[List of Announcements 031522](#)

7) **CLOSED SESSION**

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](http://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**

**March 1, 2022**

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

**Directors Absent:** None

**Staff Present:**

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager  
Wen Huang -- Deputy General Manager/Chief Engineer  
Jose Macedo, ML, CPT-P (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  
Shavonne Turner, MPA – Water Conservation Program Manager

Olivia Ramirez – SBVMWD Intern  
Laura Torres – SBVMWD Intern

Brad Neufeld, Varner & Brandt, District Counsel

**Members of the Public in Attendance:**

Brian Dickinson, City of Colton  
John Longville, San Bernardino Valley Water Conservation District  
Melody McDonald, San Bernardino Valley Water Conservation District  
David E Raley, San Bernardino Valley Water Conservation District  
Madeline Blua, Yucaipa Valley Water District  
Cris Fealy, Fontana Water Company

The regular meeting of the Board of Directors was called to order by President Kielhold at 2:00 p.m. Director Harrison 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 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.

*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-agendized items.*

### **Agenda Item 2. Approval of Minutes of the February 15, 2022, Board meeting.**

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

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

### **Agenda Item 3. Discussion and Possible Action Items**

**3.1) Consider "Class 8" State Water Contractors Amended and Restated Memorandum of Understanding for Election Procedures for the Delta Conveyance Design and Construction Joint Powers Authority.** Chief Executive Officer/General Manager Heather Dyer stated that in November 2020 the Board of Directors approved the Memorandum of Understanding (MOU) for Class 8 member agencies election procedures for Delta Conveyance Authority Board of Directors. She reminded the Board of the Class 8 group makeup and explained that there has been a slight change to the timeframe of selecting representatives to the group: the previous term which began March 31 would now be aligned with the fiscal year beginning July 1. Terms are two years long.

This MOU, she continued, identifies areas where the board members are to be subject matter technical experts. Currently Bob Tincher serves as alternate, but on July 1 there will be another selection.

This amended MOU has been approved by house counsel, she reported, and there are no costs associated.

The Board of Directors authorized execution of the Amended and Restated Memorandum of Understanding Class 8 Member Agencies Election Procedures for Delta Conveyance Authority Board of Directors by the following roll-call vote:

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

**3.2) Adoption of an Updated District Debt Management Policy.** Chief Executive Officer/General Manager Heather Dyer described the minor clarifications to the Policy adopted by the Board in April 2011 for the Baseline Feeder Well Replacement project. These updates are in preparation for the Water Infrastructure Finance and Innovation Act (WIFIA) application process, she said, and for the ongoing Sites Reservoir contract amendment process. This policy ensures the lowest financing costs possible, she added.

The policy functions to:

- Establish parameters for issuing debt approved by the Board
- Provide guidance to decision makers, with consideration of all options to finance other capital projects
- Document objectives and promotes objectivity in decision making
- Provides a framework for Board policy decisions in advance

The clarifications needed include:

- Changing the titles to the current titles in use: Chief Financial Officer and Chief Executive Officer
- Addition of a line regarding annual debt transparency reports pursuant to Government Code 8855 (k)
- Internal controls regarding maintenance of debt-related records and a disbursement process

This has been approved by house counsel with no costs associated, Ms. Dyer stated.

The Board of Directors approved the updated Debt Management Policy with minor clarifications as necessary in preparation of the Water Infrastructure Finance and Innovation Act (WIFIA) loan process and Sites Reservoir contract amendment by the following roll-call vote:

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

**3.3 Discuss return to in-person or hybrid Board of Directors meetings or adoption of Resolution 1147 extending period for teleconference meetings until March 30, 2022.** Chief Executive Officer/General Manager Heather Dyer reminded the Board of the requested discussion regarding options for returning to in-person meetings or hybrid teleconference Board meetings, and the attendant requirements including the Brown Act.

District Counsel Brad Neufeld described three options:

1. Continue teleconference meetings as long as the Governor's State of Emergency remains in place by adoption of Resolution 1147
2. Basic Brown Act-compliant meeting with all participants in the room and open to the public
3. Hybrid teleconference / in person meeting compliant with the Brown Act

Mr. Neufeld detailed pertinent Brown Act requirements and reminded that if Board and staff are present in the boardroom, the public must be allowed access. In the era of COVID-19, this may present some safety issues, he noted, and advised the Board of new California Department of Public Health guidance and differing masking requirements.

Directors discussed options, including requirements for masking and vaccination.

After discussion, the Board reached consensus on continued teleconference meetings.

Resolution No. 1147 authorizing the San Bernardino Valley Municipal Water District to conduct remote meetings for the period March 1, 2022, through March 30, 2022 was adopted by the following roll-call vote:

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



**RESOLUTION NO. 1147**

**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 SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT FOR THE PERIOD MARCH 1, 2022, THROUGH MARCH 30, 2022, PURSUANT TO BROWN ACT PROVISIONS.**

**(See Resolution Book)**

**Agenda Item 4. REPORTS (Discussion and Possible Action Items)**

**4.1 CEO/General Manager's Report.** CEO / General Manager Heather Dyer announced the Upper Santa Ana River (USAR) Mayors' Breakfast has been rescheduled for March 30 at 8 a.m. at the Mission Inn, in the largest room possible in order to accommodate social distancing. An updated invitation has been sent out and attendees are requested to wear masks, she added.

Breakfast speakers include Professor Kurt Schwabe of the University of California Riverside, Riverside Mayor Patricia Locke Dawson, and Rialto Mayor Deborah Robertson, Ms. Dyer reported, and an invitation was extended to San Bernardino Mayor John Valdivia.

Beginning at 8:30, the program will focus on connections along the river and how the communities can work better together on watershed health for the Santa Ana River people and environment, she said.

Ms. Dyer then introduced new interns with the District: Olivia Ramirez who started January 24 and Laura Torres who began February 22. Interns support planning efforts of the Water Resources Department, including collecting and analyzing data, Ms. Dyer said, while being exposed to a various range of opportunities to work in the water industry.

Ms. Dyer said she believes there is one more intern coming on board to assist the Environmental team in addition to the work being done with IEWorks, which is more focused on operations.

Ms. Dyer reported that she has been nominated as a Woman of Distinction for the 47<sup>th</sup> Assembly District and is currently a finalist for the Woman of the Year award, emphasizing

that this is a team effort including the Board of Directors, Staff, and District partners. There will be a virtual ceremony March 9 at 6 p.m.

Ms. Dyer advised the Board of her recent and upcoming speaking engagements including the American Groundwater Trust Annual Groundwater Conference, and the National Water Supply Alliance Roundtable in Arlington, VA, a group which has introduced the District to some potential help with the Seven Oaks Dam water conservation and the Army Corps of Engineers.

Ms. Dyer recently gave a presentation to the Women in Water Inland Empire group focusing on the value in the power of collaboration and having a resilient water feature.

Ms. Dyer announced that Bob Tincher will speak on the Drought and Water Supply plans at the American Public Works Association Inland Empire branch.

Director Harrison requested a guest invitation list for the Mayors' Breakfast.

Vice President Hayes requested a video of Mr. Tincher's presentation and commended Ms. Dyer's leadership and team orientation. Director Harrison echoed the commendation.

#### **4.2 Directors' Report of Activities**

Director Botello reported that he attended:

- February 8 – Association of California Water Agencies (ACWA) Business Development Committee
- February 10 – Meeting with Eric Ustation, Director of Local Intergovernmental Affairs for the San Manuel Band of Mission Indians
- February 15 – San Bernardino Water Town Hall
- February 17 – San Bernardino mayor's tour of the Sterling Natural Resources Center
- February 17 – Theme of Cities
- February 24 – Weaver Basins dedication
- February 28 – Association of Special Districts dinner

Director Harrison reported that he attended:

- February 21 – Special Districts board meeting
- February 28 – Association of Special Districts dinner

Vice President Hayes reported that she attended:

- February 21 – Special Districts board meeting
- February 24 – Weaver Basins dedication
- February 24 – West Valley Municipal Water District
- February 15 – Santa Ana Watershed Project Authority

President Kielhold reported that he attended:

- February 28 – San Geronio Pass Water Agency Board of Directors

Director Longville reported that she attended:

- February 22 – California Natural Resources Secretary Wade Crowfoot’s webinar

Director Longville and President Kielhold advised that they will miss the USAR Mayors’ Breakfast.

#### 4.3 Treasurer’s Report

The Board approved the following expenses for the month of January 2022: State Water Contract Fund \$6,832,588.00, Devil Canyon / Castaic Fund \$421,151.00, and General Fund \$19,885,094.48 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	

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

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

**4.6 Board of Directors' Workshop - Branding - February 9, 2022.** No oral report was given as a written report was included in the Board packet. The report was received without changes.

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

#### Agenda Item 5. Future Business.

- Plan for future use of the newly acquired Harmony property

**Agenda Item 6. Announcements.**

None.

**Agenda Item 7. Closed Session.** District Counsel Brad Neufeld announced that there was no closed session for this meeting.

Regarding a prior Closed Session item, Counsel Neufeld reported Valley District closed escrow on February 17, 2022 on acquisition of approximately 1,657 acres of land in Highland, known as the Harmony Property, from Orange County Flood Control District.

Ms. Dyer advised that staff would develop a plan for use of the property and bring it to a future workshop.

**Agenda Item 8. Adjournment.**

The meeting was adjourned by President Kielhold at 2:57 p.m.

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

Lynda J. Kerney  
Contract Assistant



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**DATE:** March 15, 2022  
**TO:** Board of Directors  
**FROM:** Heather Dyer, Chief Executive Officer/General Manager  
**SUBJECT:** Consider a Consulting Services Agreement to Conduct Riparian Bird Surveys

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### **Staff Recommendation**

Staff recommends the Board authorize the CEO/General Manager to execute a consulting agreement with the Santa Ana Watershed Association (SAWA) to conduct riparian bird surveys during the 2022 survey season.

### **Summary**

This item was discussed at the March 8, 2022, Engineering Workshop and the Board directed staff to place this item on a future Board of Directors' meeting for consideration. This item is needed to support new construction and habitat restoration projects proposed under the Upper Santa Ana River Habitat Conservation Plan (HCP). The total cost for this activity is not to exceed \$265,875, a portion of which will be reimbursed by our HCP partners. The agreement has been reviewed and approved by legal counsel.

### **Background**

A request for proposals (RFP) for appropriately qualified entities to conduct surveys for riparian bird species covered by the HCP was advertised on January 31, 2022. The target species for the monitoring are least Bell's vireo, southwestern willow flycatcher, and yellow-breasted chat. One amendment was issued for this RFP on February 2, 2022. The amendment removed separate surveying needs for two species (western yellow-billed cuckoo, and yellow-breasted chat), since both species can be detected during least Bell's vireo surveys.

Tasks identified in the RFP include:

1. Baseline Monitoring of Riparian Birds for Effects from HCP Covered Activities

2. Baseline Monitoring to Measure Success of Restored Tributaries and Management of Other Conservation Areas
3. Methodology Coordination with Wildlife Agencies
4. Cowbird Trapping
5. Encampment Mapping

Three optional tasks were also identified:

1. Baseline Monitoring for Effects from HCP Covered Activities: San Bernardino County
2. Southwestern Willow Flycatcher Protocol Surveys and Reporting
3. Additional Cowbird Trapping

Deliverables associated with the consulting agreement will include an annual report summarizing survey methodology and results, and protocol reports for the Wildlife Agencies, as needed. Three entities provided responses to the RFP. SAWA provided the lowest bid (see Table 1, below).

Entity	Base Cost Estimate	Optional Items	Total Cost Estimate
SAWA	\$218,282.38	\$25,526.50	\$265,873.16
Firm B	\$232,752.00	\$119,287.00	\$352,039.00
Firm C	\$790,302.00	\$10,640.00	\$800,942.00

SAWA has been conducting riparian bird surveys in the watershed for over 20 years and for Valley District since the 2019 survey season. They are widely regarded as the subject matter experts for riparian birds in the Santa Ana Watershed and have demonstrated their ability to produce high quality and reliable work, engage collaboratively with stakeholders, including regulators, and routinely provide added value.

SAWA's relationships and high standing with regulatory agencies are expected to aid in the development of modified survey protocol for the HCP to utilize in future survey seasons to allow safe and efficient monitoring of riparian bird species. Because of safety constraints, it is important for the HCP to develop a survey protocol that ensures surveyor safety while also adequately monitoring potential impacts, both positive and negative, of covered activities associated with the HCP. The agreement with SAWA would be for 1 calendar year, with field work conducted during the generally accepted breeding bird season (approximately March through September in southern California); consequently, the agreement will span two Fiscal Years: 2021-2022 and 2022-2023.

### **Fiscal Impact**

The fiscal impact of this item will total \$265,875 if all options are executed (Attachment 1). This effort is associated with the HCP, consequently Valley District would pay 40% (not to exceed \$106,349.26) and the HCP Partners would reimburse Valley District 60% (\$159,523.90).

### **Attachments**

Attachment 1: Consulting Services Agreement

## CONSULTING SERVICES AGREEMENT

**THIS CONSULTING SERVICES AGREEMENT (“Agreement”)** is entered into as of March 15, 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 the Santa Ana Watershed Association, a 501(c)(3) non-profit organization (“**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:** Upper Santa Ana River HCP

**JOB NUMBER:** 1770

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) April 1, 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 two hundred sixty-five thousand eight hundred seventy-five dollars (\$265,875) (“*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. Brian Brady (“*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. Heather Dyer (“*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: Chris Jones  
380 East Vanderbilt Way  
San Bernardino, CA 92408  
Telephone: (909) 387-9253  
E-Mail: chrisj@sbsvmwd.com

If to Consultant: SAWA  
Attn: Melody Aimar  
1835 Chicago Ave., Suite C  
Riverside, CA 92507  
Telephone: (951) 538-1950  
E-Mail: maimar@sawatershed.org

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:**

Santa Ana Watershed Association

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT "A"**

# **THE SANTA ANA WATERSHED ASSOCIATION PROPOSAL**

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For

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**Riparian Bird Surveys**

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**San Bernardino Valley Municipal Water District on behalf of  
the Upper Santa Ana River Habitat Conservation Plan**

**February 2022**



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# Riparian Bird Surveys

## A) Proposal Requirements

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### i. Project Understanding

In the process of developing the Upper Santa Ana River Habitat Conservation Plan (HCP or Plan) the San Bernardino Valley Municipal Water District (Valley District), in cooperation with eleven other HCP Permittees, has the need to collect baseline data for the purposes of acquiring federal and potentially State incidental take permits. The HCP Conservation Strategy will include a comprehensive package of stream restoration, enhancement and preservation, and threats management. The HCP will be required to monitor for effects to covered species and their habitats resulting from construction and operations of proposed covered activities. Effects monitoring for riparian migratory bird species will occur in the mainstem of the Santa Ana River generally between the Rialto Channel and Prado Dam. Additionally, the HCP proposes to restore or enhance multiple tributaries to the Santa Ana River located in the Riverside area. Quality monitoring data are needed in order to conduct comparative analyses between the current condition of the riparian bird community and altered future conditions (post-covered activity, post-restoration). The Scope of Services in this proposal are intended to provide baseline information for riparian bird species covered by the HCP.

Riparian bird surveys will be conducted from the Riverside County line at Riverside Avenue downstream to Prado Dam. The upstream section between Rialto Channel and Riverside Avenue in San Bernardino County is included as an optional task to be determined at a later date. Since the Santa Ana Watershed Association (SAWA), the U.S. Army Corps of Engineers (USACE), the Orange County Water District (OCWD), and other HCP partners conduct similar monitoring from Interstate 15 downstream to Prado Dam, the monitoring area covered in this proposal will only span from Riverside Avenue downstream to Interstate 15 to avoid duplication. SAWA regularly coordinates with OCWD and USACE during the nesting season to avoid survey overlap.

The HCP proposes to restore sites within multiple tributaries of the Santa Ana River (SAR), where a more intensive monitoring effort will occur. Riparian bird monitoring efforts in 2022 will be designed to determine effects from HCP covered activities and to further capture baseline data on covered species, specifically Least Bell's Vireo (*Vireo bellii pusillus*; hereafter vireo), found in the project area and to determine potential population changes over time. This proposal covers riparian bird monitoring and census of the following avian species listed as covered species in the HCP: Least Bell's Vireo (state/federal endangered), Southwestern Willow Flycatcher (*Empidonax traillii extimus*; state/federal endangered), Western Yellow-billed Cuckoo (*Coccyzus americanus*; state endangered/federal threatened), Coastal California Gnatcatcher (*Polioptila californica californica*; federal threatened), Tri-colored Blackbird (*Agelaius tricolor*; state threatened), and the following sensitive species: Cactus Wren (*Campylorhynchus brunneicapillus*), Yellow-breasted Chat (*Icteria virens*), and Burrowing Owl (*Athene cunicularia*). If the presence of listed species other than vireo (e.g., Southwestern Willow Flycatcher) triggers protocol surveys, they will be conducted as appropriate under a separate task.



## ii. Project Approach

### I. Baseline Monitoring of Riparian Birds for Effects from HCP Covered Activities

#### a. Least Bell's Vireo

The mainstem Santa Ana River (SAR) census will be conducted during avian breeding season, with 3-8 visits as necessary between March and September, in an attempt to detect all vireo territories, as well as Yellow-breasted Chat, Southwestern Willow Flycatcher, Western Yellow-billed Cuckoo, Coastal California Gnatcatcher, Burrowing Owl, and Tri-colored Blackbird within or adjacent to the riparian zone. Potential habitats will be carefully traversed along the edges and open trails. Surveys will be conducted five days per week throughout the nesting season (March through July). Occasional visits to determine continued vireo presence will occur through September. All vireos encountered will be noted as to location, behavior, and reproductive status on each visit. GPS coordinates will be taken in the approximate center of the territory, if known. Incidentally, biologists will attempt to document the location of homeless encampments when it is safe to do so. Playback of vireo vocalizations will not be used during surveys. Field biologists work under the direction of the Principal Field Investigator and all surveys and nest visitations are performed under, and in compliance with, all terms and conditions of Federal Endangered Species Recovery Permit #TE-839480-5.5 and a Memorandum of Understanding and Scientific Collecting Permit with the California Department of Fish and Wildlife (CDFW).

#### b. Southwestern Willow Flycatcher

Presence monitoring of Willow Flycatchers (*Empidonax traillii* ssp.) will be conducted concurrent with vireo monitoring. If a Willow flycatcher(s) is detected, the biologist will return regularly and after migration (typically mid-June) in an attempt to re-sight the bird(s). Willow Flycatchers will be considered migrants or absent if they are not detected during the last protocol survey period (June, 22 – mid-July). If occupancy and nesting by Southwestern Willow Flycatchers is suspected, additional protocol-level surveys by permitted biologists will be proposed to the Valley District for approval as an additional task (see Section VII-b below).

#### c. Yellow-breasted Chat

For several years, SAWA has been documenting all known sensitive species, to include Yellow-breasted Chat, incidental to vireo surveys. Yellow-breasted Chat territories will be determined through multiple visits. The location of known breeding territories will be marked utilizing GPS based on locations of the singing male and will be provided upon request.

#### d. General Requirements

SAWA has ongoing rights of entry to survey all lands covered in the proposal and will collect pertinent information such as GPS coordinates, notes, and photographs whenever any HCP covered species or species covered by the Federal or State Endangered Species Act are observed.

## II. Baseline Monitoring to Measure Success of Restored Tributaries and Management of other Conservation

Vireo monitoring within the below listed tributary restoration areas will be more intensive.

1. Hidden Valley Wetlands (112 acres)
2. Lower Hole Creek (18 acres)
3. Anza Creek (114 acres)
4. Old Ranch Creek (208 acres)
5. Evans Lake Drain (94 acres)
6. Sunnyslope Creek & Vicinity (300 acres)

Restoration area monitoring will be conducted throughout the season (> 8 visits), and will include nest monitoring of at least 30% of known pairs. Data to be collected for nest monitored pairs will include: first observed date, last observed date, first paired date, date of first nest, number of eggs, and number and age of nestlings found. Each monitored nest will be followed through to success or failure, with cause of failure reported if known. Nest placement data (e.g., height and plant substrate) and a delineated territory size will be documented. Nest searching or visitation will be avoided if excessive scolding by an adult occurs or if predators are observed nearby (e.g., jays, crows, etc.). Nest visits will be avoided if there is a chance of inducing premature fledging of nestlings, if approaching the nest would result in habitat destruction or trailing, and during extreme climatic factors that could cause disturbance to nesting birds. Nests will be visited once every seven to eight days during incubation to check nest status. If found, Brown-headed Cowbird (*Molothrus ater*) eggs and nestlings will be removed from nests. This process will occur for every known nesting attempt of monitored pairs.

Though it is not requested by the Valley District, SAWA will also document all animal species detected on-site. GPS coordinates will be collected for each vireo territory, as well as all other Upper SAR HCP-covered species and any State and Federally listed species detected on-site. Typically, SAWA biologists work alone in the field; however, the project site for this proposal contains an extraordinary amount of homeless encampments. Therefore, an alternate individual (preferably a Ranger) will need to accompany the primary biologist at high-risk locations. Otherwise, areas of high-risk will be avoided.

Protocol surveys for the Southwestern Willow Flycatcher will occur if they are observed, as is described above. Protocol surveys will not start until written concurrence to do so is provided by Valley District to execute the optional task.

For all other covered species or other threatened and endangered species, GPS points, notes and photos (if available) shall be taken to document the species and habitat it was observed in. Notes shall be taken on habitat type, behavior of the species, reproductive success, and any other information that can help meet the objective of establishing a baseline understanding of covered species to analyze potential impacts of HCP covered activities in the future.

SAWA will coordinate with the Orange County Water District and other known entities conducting vireo, Southwestern Willow Flycatcher, and other riparian bird surveys in the survey area to ensure double counting of birds and/or territories does not occur.

### III. Methodology Coordination with Wildlife Agencies

SAWA will participate in coordination with the CDFW and U.S. Fish and Wildlife Service (USFWS) in developing a HCP protocol to survey riparian birds in the future. It is expected that this protocol will be generally based on the existing methodology, but may be modified to ensure staff can collect data in high-risk locations within the survey area that may put the safety of surveyors in jeopardy.

### IV. Meetings

SAWA will participate in the following meetings over the course of this contract:

- a. Monthly meetings will occur to update the Valley District and other stakeholders of observations made during the survey period. It is expected that these meeting will occur remotely.
- b. An annual meeting will occur to provide the Valley District and other stakeholders with a summary of observations made during the year. It is assumed that this meeting with include a PowerPoint presentation summarizing data presented in the annual report.

### V. Brown-headed Cowbird Trapping

SAWA proposes to deploy up to ten Brown-headed Cowbird (hereafter “cowbird”) traps in the Upper SAR project area. Literature shows vireo populations began to decline in the early 1900’s due primarily to the loss of habitat and parasitism by cowbirds. In 2021, we documented parasitism in 21% of well-monitored nests in the upper SAR plan area, higher than the watershed-wide rate of 11%. Therefore, additional trapping in Upper SAR is warranted and may be added as an additional task if possible. Cowbird traps are designed after Australian crow traps. Ideal trap locations are placed in accessible open areas near riparian habitat or near cowbird feeding areas such as stables and dairies. SAWA currently has landowner permissions for nine trap locations in the Upper SAR HCP area and will obtain additional permissions as needed. Most traps are placed in areas inaccessible to the general public to protect the trap from vandalism. Traps are kept free from weeds and vegetation and labeled with signs identifying the purpose of the trap as well as SAWA permit and contact information.

Trapping procedures adhere to the “*Santa Ana Watershed Association and Orange County Water District Cowbird Trapping Protocol.*” Field assistants are hired and trained by SAWA biologists to perform daily maintenance, safely handle birds, and properly identify and release non-target species. Agency permits require SAWA to also dispatch all European Starlings (*Sturnus vulgaris*) and House Sparrows (*Passer domesticus*) caught in the traps. Data collected at each trap includes; number and species of non-target birds, number of cowbirds (males, females, and juveniles), and number of cowbirds removed. Traps are baited with male and female cowbirds that are captured over the previous fall and winter. Removed cowbirds, starlings, and House Sparrows are transferred to a licensed falconer for dispatch. If applicable, banded cowbirds are reported to the U.S. Bird Banding Laboratory, but only banded males are released. Traps are removed from the field at the end of the season.

## VI. Encampment Mapping

SAWA intends to mark homeless encampments throughout the survey area when found and if it is safe to remain long enough to do so. A GPS point will be taken and shared with the Valley District as soon as possible to coordinate efforts to ensure biologist safety.

## VII. Optional Tasks

### a. Baseline Monitoring for Effects from HCP Covered Activities: San Bernardino County

This additional task will extend the baseline monitoring for effects from HCP covered activities upstream to the confluence of the Santa Ana River and Rialto Drain, as shown in Figure 3 of the RFP. If this task is completed, results will be included in the annual report. SAWA will coordinate with the Orange County Water District and other known entities conducting vireo, Southwestern Willow Flycatcher, and other riparian bird surveys in the survey area to ensure double counting of birds and/or territories does not occur.

### b. Southwestern Willow Flycatcher protocol surveys and reporting

If occupancy and nesting by Southwestern Willow Flycatchers is suspected, additional protocol-level surveys by permitted biologists will be proposed to the Valley District for approval as an additional task. Surveys will be conducted through mid-August following "*Southwestern Willow Flycatcher Natural History Summary and Survey Protocol*" by Sogge, et al. 2010. If a nesting pair is detected, the permitted biologist will monitor the nest to detect potential parasitism and determine clutch size and nest success or failure. Data will be submitted to USFWS, CDFW, and the USGS Recovery Database by January 31, 2022. A separate report will be submitted for this survey effort.

### c. Additional Brown-headed Cowbird trapping

Additional cowbird traps and operation and maintenance of those traps may be necessary depending on field observation of high parasitism rates and in coordination with the USFWS and/or CDFW. A per unit price can be found in in the Fee Schedule (Section iii).

### d. Recommended security for surveyors

In the last several years, the homeless population in the project area has increased dramatically. Biologists have found some areas of the river as being too dangerous to visit alone when surveys are needed. In 2021, we were able to schedule a Riverside County Parks and Open Space ranger to accompany the surveyor during one survey. If rangers are unavailable and the Valley District wants the high-risk areas surveyed, we suggest to sub-contract a private security company as a separate task, if approved by the Valley District.

## VIII. Reporting

### a. Annual Reporting

An annual report will be produced and submitted by December 31st of the survey year. The report will contain all current year results from data collected during the nesting season and will include an analysis of documented nesting success, reproductive success, productivity, parasitism, and depredation rates at each site and across all sites. This analysis will then extend to a comparison to the rest of the watershed for a given year and across years at each location and watershed wide. If protocol surveys for species other than vireo are triggered, additional surveys and reports will be submitted as needed under a separate task. The annual report shall also include cowbird trapping results for each trap. Cowbird trapping results will be summarized in a table that shows the number and species trapped for each trap along with other pertinent information, including but not limited to dates of capture and any non-targeted bird mortality.

The annual report will also include pertinent maps and photographs to show relevant information including, but not limited to, areas surveyed and location of trap. Due to the large area covered, locations of observations and territories of Least Bell's Vireo, Southwestern Willow Flycatcher, Yellow-breasted Chat, Tri-colored Blackbird, Burrowing Owl, and Western Yellow-billed Cuckoo (if found) and any other HCP covered species or those listed in the Federal or California Endangered Species Acts will be provided in the form of GIS shape files. A map showing all encampments encountered and a narrative on how they affected the survey effort will also be included in the annual report. The draft report will be provided to Valley District for review and comment. SAWA will incorporate comments from Valley District into a final report. This final report will be provided to Valley District no later than December 31, 2022, unless otherwise coordinated with Valley District.

### b. Protocol Reports

If protocol surveys are triggered by the presence of a state or federally threatened or endangered species other than vireo, a separate report including data analysis and maps will be prepared and appended to the annual report.

## IX. Deliverables

### a. Annual Report

SAWA's field biologists work under the direction of the Principal Field Investigator and all surveys and nest visitations are performed under, and in compliance with, all terms and conditions of our Federal Endangered Species Permit [10(a)1(a)] #TE-839480-5.5 and a Memorandum of Understanding with the CDFW, as well as SAWA's Entity Scientific Collecting Permit (S-190600002-19065-001). All permits are current or will be renewed prior to the field season. A final annual report, as described in Section VIII, above, and corresponding figures and maps shall be provided to Valley District no later than December 31, 2022, unless otherwise coordinated and approved by Valley District.

b. Photographs

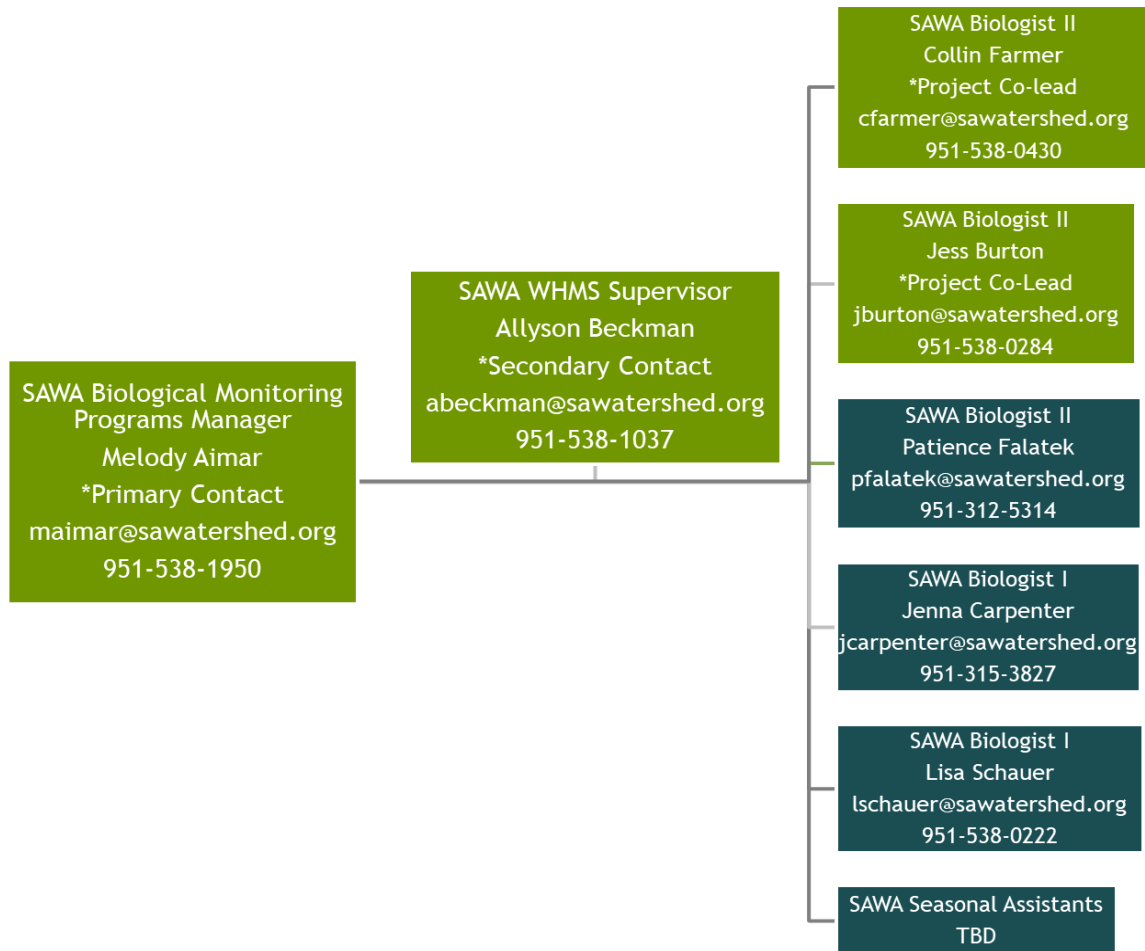
All photographs taken during surveys will be provided to Valley District along with GPS points of where they were taken by December 31, 2022, or as requested by Valley District, unless otherwise coordinated and approved by Valley District.

c. Maps and GIS Data

All final iterations of spatial data created to support figures or analysis shall be provided to Valley District in formats compatible with ArcGIS 10.6 by December 31, 2022, or as requested by Valley District, unless otherwise coordinated and approved by Valley District.

iii. **Organizational Chart**

# SAWA Wildlife Habitat Management Organizational Chart



**Santa Ana Watershed Association**  
1835 Chicago Avenue, Suite C  
Riverside, CA 92507  
Office (951) 780-1012

#### iv. Project Schedule

Riparian Surveys Project Schedule	
2022	
Timing	Task (All locations)
February - March	Scout access points and survey boundaries
	Secure access permits as needed
	Scout cowbird trap locations and secure access
	Methodology coordination with wildlife agencies
March	Install and open cowbird traps
	Surveys to determine vireo arrival dates
March - July	Surveys, nest monitoring, cowbird trapping
March - July	Monthly progress reports and meetings
August	Close and remove cowbird traps
August - September	Surveys to determine vireo departure dates
August - November	Data analysis/Report preparation
November	Annual meeting preparation
December 31, 2022	Submit final report
December (TBD)	Annual meeting

#### v. Other Information

The Santa Ana Watershed Association (SAWA) is a 501(c)(3) non-profit organization committed to the protection and improvement of natural areas within the watershed with major focus on the removal of invasive species, native habitat enhancement, and the protection of endangered, threatened and other sensitive species. Since its inception in 1997, SAWA's highly qualified biologists have been conducting endangered species monitoring in the Santa Ana Watershed in support of habitat restoration through invasive plant removal.

In addition to general avian nesting surveys, SAWA biologists are considered local experts of the endangered Least Bell's Vireo. SAWA is often called upon by wildlife agencies, NGO's, consultants, and local governments for recommendations regarding the status of vireo and other sensitive species throughout the watershed. Government regulatory agencies have come to rely on our unbiased results for information about any sensitive species, especially vireo, in the Santa Ana River Watershed. SAWA biologists are listed on a Federal Fish and Wildlife Service Permit (TE-839480-5), California Department of Fish and Wildlife Memorandum of Understanding and Scientific Collecting Permit for Least Bell's Vireo nest monitoring, Coastal California Gnatcatcher protocol surveys/nest monitoring, Southwestern Willow Flycatcher protocol surveys/nest monitoring, Cactus Wren protocol surveys, and Brown-headed Cowbird Trapping.



SAWA biologists are uniquely qualified to conduct the riparian bird surveys for this project. We have been conducting Least Bell's Vireo monitoring in the Upper Santa Ana River project area for over 20 years. Our biologists have an intimate knowledge of the project area, which will increase efficiency in all aspects of the riparian bird surveys since we are familiar with access points and high-risk areas. Additionally, we already have right-of-entries and wildlife permits in place. SAWA has produced a detailed annual report every year for twenty-one year's documenting vireo status, distribution, productivity, reproductive success, and vegetation measurements for nest placement throughout the watershed. In addition to this valuable long-term comparative data, SAWA biologists will also be monitoring (through other funding) all other vireo sub-populations throughout the watershed concurrently with this project. Therefore, SAWA is the only organization that can compare data from prior years and across sites in the same year. SAWA biologists are specifically trained to define individual territories for a true population census and in detecting nesting activities through a multitude of known vireo behaviors. SAWA works very closely with OCWD and incorporates the same methodology used in the Prado Basin. With a full-time staff of qualified and permitted vireo biologists, the use of sub-consultants will not be necessary to fulfill the requirements of this project.

## vi. Fee Schedule

Upper SAR HCP Riparian Bird Monitoring and Cowbird Trapping Costs						
Task	Staff	Hourly Rate	Hours	Costs	Costs by Task	Total Costs
Baseline Monitoring for effects from HCP Covered Activities (Sec. I.a-d)	Vireo-permitted Biologist-JC	65.44	475	\$31,084.00		
Baseline Monitoring for effects from HCP Covered Activities (Sec. I.a-d)	Vireo-permitted Biologist-JB	77.98	200	\$15,596.00		
Baseline Monitoring for effects from HCP Covered Activities (Sec. I.a-d)	Vireo-permitted Biologist-CF	77.95	345	\$26,892.75	\$73,572.75	
Baseline Monitoring to Measure Success of Restored Tributaries (Sec. II)	Vireo-permitted Biologist-CF	77.95	275	\$21,436.25		
Baseline Monitoring to Measure Success in Sunnyslope Creek and adjacent habitat (Sec. II)	Vireo-permitted Biologist-JC	65.44	192	\$12,564.48	\$34,000.73	
Reporting (Sec. VIII.a and IX)	WHMS Manager	172.33	20	\$3,446.60		
	WHMS Supervisor	126.19	60	\$7,571.40		
	Vireo-permitted Biologist	77.95	568	\$44,275.60	\$55,293.60	
	<b>Total Annual Hours</b>		<b>2135</b>			
Administration (includes monthly meetings, annual meeting, methodology coordination) (Sec. III; IV)	WHMS Manager	172.33	30	\$5,169.90		
	WHMS Supervisor	126.19	30	\$3,785.70		
	Vireo-permitted Biologist	77.95	60	\$4,677.00	\$13,632.60	
Mileage Reimbursement			4720	\$2,950.00	\$2,950.00	
<b>Total Avian Monitoring</b>						<b>\$179,449.68</b>
Cowbird Trapping (10 traps) - (Sec. V)	WHMS Manager	172.33	10	\$1,723.30		
	WHMS Supervisor	126.19	30	\$3,785.70		
	Seasonal Trap Assistant	29.60	580	\$17,168.00		
	Permitted Biologist	77.95	56	\$4,365.20		
Reporting (Sec. V and IX)	Permitted Biologist	77.95	80	\$6,236.00		
	<b>Total Annual Hours</b>		<b>756</b>			
Supplies (seed, bowls, locks, etc)				\$400.00		
Mileage Reimbursement			7000	\$4,375.00		
<b>Total Cowbird Trapping (Sec. V)</b>						<b>\$38,053.20</b>
Encampment Mapping (Sec. VI)	GIS	77.95	10	\$779.50		\$779.50
<b>Overall Total (Avian Monitoring/Cowbird Trapping in Upper SAR)</b>						<b>\$218,282.38</b>
<b>Optional Tasks (Sec. VII.a-d)</b>						
a. (Figure 3; Task i. (Rialto Channel to Riverside Ave) - field	Vireo-permitted Biologist	65.44	48	\$3,141.12		
a. (Figure 3; Task i. (Rialto Channel to Riverside Ave) - reporting	Vireo-permitted Biologist	65.44	14.5	\$948.88	\$4,090.00	
Mileage Reimbursement			276	\$175.26	\$175.26	
<b>Total Optional Task Costs (Sec VII.a)</b>						<b>\$4,265.26</b>
<b>Optional Tasks (Sec. VII)</b>						
b. Southwestern Willow Flycatcher Protocol Surveys (per pair) - field	SWFL-permitted Biologist	126.19	24	\$3,028.56		
b. Southwestern Willow Flycatcher Protocol Surveys (per pair) - report (Sec. VIII.a)	SWFL-permitted Biologist	126.19	80	\$10,095.20	\$13,123.76	
Mileage Reimbursement			276	\$175.26	\$175.26	
<b>Total Optional Task Costs Per Pair (Sec VII.b)</b>						<b>\$13,299.02</b>
<b>Optional Tasks (Sec. VII)</b>						
c. Additional Cowbird Trap Per Unit	Each additional trap		1	\$4,500.00		
<b>Total Optional Task Costs (Sec VII.c)</b>						<b>\$4,500.00</b>
<b>Optional Tasks (Sec. VII)</b>						
d. Sub-contract Security for High Risk Locations	Personal detail (estimate)	100.00	250	\$25,000.00		
Mileage Reimbursement			900	\$526.50	\$25,526.50	
<b>Total Optional Task Costs (Sec VII.d)</b>						<b>\$25,526.50</b>
<b>2022 Total Costs with Optional Tasks</b>						<b>\$265,873.16</b>

## B) Appendix

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### i. Qualifications and Resumes

#### a. Statement of Qualification

SAWA biologists have been conducting avian surveys, with an emphasis on Least Bell's Vireo monitoring since 2000. Each of our seven permitted biologists are specifically trained to determine accurate territory numbers and to recognize the multitude of vireo nesting behaviors needed to proficiently conduct nest monitoring with the least amount of disturbance to the birds. SAWA biologists have a vast knowledge of local riparian species, to include all sensitive species such as Yellow-breasted Chat and Tri-colored Blackbird. Additionally, most of our biologists are permitted to survey other covered species, including Southwestern Willow Flycatcher, Coastal California Gnatcatcher, and Cactus Wren. SAWA has continually conducted the same monitoring requested for these riparian surveys in the past three years for the Valley District, as well as for our program and our partners, such as the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, and many other stakeholders as shown below. Highly trained SAWA personnel will conduct all services for this proposal.

#### b. SAWA's Similar Projects/References

##### **US Fish and Wildlife Service – USACE Reach 9 Mainstem Project; 2015-2024; \$340,000/year.**

- Monitor Least Bell's Vireo at multiple locations throughout the Santa Ana Watershed
- Conduct Brown-headed Cowbird trapping throughout the Santa Ana Watershed
- Submit monthly status reports
- Submit annual report to include watershed-wide territory/pair/fledgling numbers, reproductive data, and trapping results
- Submit additional threatened, endangered, and sensitive species occurrences encountered incidentally each year
- Submit shapefiles of all T/E species to resource agencies
- Project Team: **Melody Aimar, Allyson Beckman**, Jessica Burton, Collin Farmer, Patience Falatek, Jenna Carpenter, Lisa Schauer, Cameron MacBeth (OCWD)

USFWS Contact:

Karin Cleary-Rose  
Inland Division Chief  
U.S. Fish and Wildlife Service  
777 East Tahquitz Canyon Way, Suite 208  
Palm Springs, CA 92220  
(760) 322 2070 ext 406

##### **USACE-Reach 3B San Timoteo: 2004-2024; \$1.2 Million**

- Monitor removal and maintenance of invasive plants/restoration of San Timoteo Creek
- Survey and nest monitor Least Bell's Vireo throughout San Timoteo Creek
- Cowbird Trapping throughout San Timoteo Creek
- Conduct breeding and wintering bird surveys

- Annual report
- Project Team: **Melody Aimar, Allyson Beckman**

USACE Contact:

Hayley J. Lovan  
 Chief, Ecosystem Planning Section  
 Los Angeles District, U.S. Army Corps of Engineers  
 Hayley.J.Lovan@usace.army.mil  
 Office: (213) 452-3863

**Orange County Water District (OCWD)**

- Coordinate Least Bell's Vireo monitoring
- Coastal California Gnatcatcher protocol surveys
- California Least Tern colony nest monitoring
- Fire-related breeding bird study
- Levee and Lower River avian surveys (year-round)
- Marsh breeding bird surveys
- Shot-hole borer trapping study
- Bat/swallow diet study
- Project Team: **Melody Aimar, Allyson Beckman**, Jessica Burton, Collin Farmer, Patience Falatek, Jenna Carpenter, Lisa Schauer, Cameron MacBeth (OCWD)

OCWD Contact:

Richard Zembal  
 Natural Resources Director  
 Orange County Water District  
 18700 Ward Street Fountain Valley, 92708  
 RZembal@ocwd.com  
 Office: (714) 378-3213

**Inland Empire Resource Conservation District (IERCD)**

- Survey and nest monitor Least Bell's Vireo throughout Goose Creek Mitigation Area
- Avian nest monitoring for district restoration projects as needed
- RCTC-SR91 Coastal California Gnatcatcher protocol surveys/nest monitoring
- Forest nest monitoring (pre-project)
- Habitat Assessments
- Breeding Bird Surveys
- Wildlife Inventories
- Project Team: **Melody Aimar, Allyson Beckman**, Jessica Burton, Collin Farmer, Patience Falatek, Jenna Carpenter, Lisa Schauer, Cameron MacBeth (OCWD)

IERCD Contact:

Mandy Parkes  
 District Manager  
 Inland Empire Resource Conservation District  
 25864-K Business Center Drive  
 Redlands, CA 92374  
 mparkes@iercd.org  
 Office: (909) 283-7779

c. [SAWA Staff Resumes](#)



# Melody Aimar

## Biological Monitoring Programs Manager

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 538-1950 | maimar@sawatershed.org

### PROFESSIONAL PROFILE

- Manager of SAWA’s Wildlife Habitat Management and Western Riverside County MSHCP Biological Monitoring Programs
- Leads two biological monitoring teams that include biologist supervisors, taxa leads, biologist II, field biologists, data and GIS analysts, and seasonal assistants
- Field biologist with over 20 years’ experience
- Holds USFWS permit (TE-839480-5.4) and CDFW MOU for Least Bell’s Vireo, California Gnatcatcher, California Least Tern, Coastal Cactus Wren, and Brown-headed Cowbird control
- Responsible for general and special-status species survey design
- Develop protocol methodology and conduct safety training
- Responsible for departmental budgets, quality control of data collection, data analysis, regulatory compliance and reporting

### EDUCATION

**CALIFORNIA STATE UNIVERSITY, Long Beach, CA**  
*Bachelor of Science in Zoology, June 1999*

**CALIFORNIA STATE UNIVERSITY, Fullerton, CA**  
*Masters of Science in Environmental Science, June 2009*

### PROFESSIONAL EXPERIENCE

**Santa Ana Watershed Association, Riverside, CA**  
*Wildlife Habitat Management Services Manager, April 2003 – present*

- Manage SAWA’s WHMS and MSHCP departments, to include over-sight of all aspects of the biological monitoring programs
- Responsible for departmental budgets, proposals, protocol development and training, as well as MSHCP/SAWA’s reporting requirements and regulatory compliance
- Conduct endangered species nest monitoring for Least Bell’s Vireo, California Gnatcatcher, and California Least Terns. Conduct presence absence surveys for Coastal Cactus Wren. Manage Brown-headed Cowbird control program. Oversee all related data analysis and regulatory reporting
- Design and conduct a variety of general plant/wildlife surveys and habitat assessments using multiple survey protocols, including CRAM, HGM, Releve, CNPS RAM and BBS/WBS spot-mapping, point count, pitfall/funnel trap, small mammal trapping (e.g. Sherman traps), and area search methodologies. Develop and implement species/habitat-specific protocols per project needs
- Design and present research posters and oral presentations
- Supervise and train biologists and seasonal assistants

- Excellent working relationship with regulatory agency representatives and public and private stakeholders in the watershed

**Vandermost Consulting Services, San Juan Capistrano, CA**

***Project Manager/Biologist, June 2001 – April 2003***

- Perform jurisdictional wetland delineations and HGM habitat analysis
- Prepare permit applications pursuant to Section 404/401 of the Clean Water Act and 1601/1603 of the California Fish and Game Code
- Analyze environmental impact reports (EIR, EA, EIS), NEPA and CEQA documents, and Biological Opinions
- Prepare Habitat Management and Monitoring Plans (HMMP) in compliance with project-related permits
- Conduct Least Bell’s Vireo and California Gnatcatcher surveys and habitat analysis.
- Monitor and report success criteria for large-scale riparian mitigation sites and construction monitoring
- Conduct general and protocol plant/wildlife surveys in compliance with project related environmental permits

**California Department of Fish and Game, Red Bluff, CA**

***Wildlife Biologist, Aug 2000 - June 2001***

- Design and conduct surveys for Threatened California Red-legged Frog, California Tiger Salamander and Giant Garter Snake in support of a DWR off-stream storage investigation
- Assist Associate Biologist with salmon and trout surveys, using seine netting, fyke box trapping, electroshock and aerial helicopter survey techniques. Record and analyze data and environmental documents for CALFED
- Responsible for hiring, supervision and training of up to six scientific aides
- Coordinate access to private and public lands
- Attend coordination and planning committee meetings, scoping sessions, and public hearings
- Public relations with the local Board of Supervisors, media, landowners, and various stakeholders.
- Manage fleet of trucks, trailers, boats, 4WD, and ATVs

**ADDITIONAL SKILLS/TRAINING**

- Wilderness First Aid/CPR certified
- California Rapid Assessment Method (CRAM) for Riverine Wetlands
- CNPS – Rapid Assessment training
- Wetland Delineations (Wetland Training Institute)
- Surface Water Ambient Monitoring Program (SWAMP) rapid bioassessment
- Technical Report Writing (CDFW)
- Defensive Driver and ATV Safety Training (CDFW)
- IWRC Basic Wildlife Rehabilitation 1AB-1998
- IWRC Advanced Skills- Fluid Therapy-1998
- Migratory Birds I (CDFG)
- PADI-Certified open water diver



# Allyson Beckman

## Biologist Supervisor

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 538-1037 | abeckman@sawatershed.org

### PROFESSIONAL PROFILE

- Biological monitoring team supervisor
- Field biologist with over 21 years' experience
- Holds USFWS permit (TE-839480-5.4) and CDFW MOU for protocol surveys and nest monitoring Least Bell's Vireo, Southwestern Willow Flycatcher, California Least Tern, and Brown-headed Cowbird control
- 6000+ hours nest monitoring multiple species, including special status species such as Least Bell's Vireo, Southwestern Willow Flycatcher, California Least Tern, Black-capped Vireo, and Mexican Spotted Owl
- Excellent understanding of behavioral cues that indicate stress and nesting and breeding status

### EDUCATION

#### Radford University, Radford, VA

- *Bachelor of Science in Biology, May 1995*

#### Old Dominion University, Norfolk, VA

- *Master of Science in Biology, December 2000*

### PROFESSIONAL EXPERIENCE

#### Santa Ana Watershed Association, Riverside, CA

##### **WHMS Supervisor, March 2006 – present**

- Supervise biological team
- Survey and nest monitor Least Bell's Vireo (LBVI) within the Santa Ana River watershed
- Conduct protocol, presence/absence surveys and nest monitoring for Southwestern Willow Flycatcher
- Record all vertebrate species during monitoring - paid special attention to habitat that may harbor other sensitive species, including Southwestern Willow Flycatcher and Western Yellow-billed Cuckoo.
- Trains biologists in LBVI behavior and nest-searching techniques
- Monitor invasive plant removal projects for nesting bird avoidance
- Conduct annual natural resource inventories of breeding and wintering birds, herpetofauna, mammals and vegetation analysis
- Perform Brown-headed Cowbird trapping – hire and train seasonal cowbird assistants
- Coordinate biological monitoring for restoration activities
- Co-write and proof annual LBVI report
- Produce annual technical reports and regulatory reporting (CNDDDB, 45-day Reports)
- Quality control/proofing of technical reports
- Quantitative vegetation monitoring

**SWCA Environmental Consultants, Flagstaff, AZ**

***Site Coordinator/Nest Monitor, April - August 2005***

- Participated in long-term Southwestern Willow Flycatcher (SWFL) research and monitoring program
- Supervisory duties included scheduling field crews, coordinating field logistics, performing data review
- Conducted standardized broadcast surveys to determine SWFL distribution
- Identified breeding pairs, monitored nesting productivity and re-sighted color-banded birds
- Collected vegetation structure and composition data and recorded soil moisture characteristics
- Performed Brown-headed Cowbird trapping

**Crespo Consulting Services, Inc., Austin, TX**

***Environmental Scientist, September, 2002 – April 2005***

- Assisted with watershed engineering projects
- Performed soils, geologic, hydrologic, and erosion control assessments
- Assisted with data management, prepared formal proposals, reports, and presentations
- Performed technical work related to channel improvement design, hydrologic and hydraulic analysis, stream restoration, and water availability modeling - utilized database and graphics programs, ArcView GIS and AutoCAD

**The Nature Conservancy, Fort Hood, TX**

***Seasonal Field Biologist/Crew Leader, March – August 2002***

- Participated in long-term Black-capped Vireo (BCVI) research and monitoring program
- Independently conducted BCVI surveys to determine distribution and suitable habitat
- Mapped BCVI territories and habitat
- Identified breeding pairs and documented productivity and nest site habitat characteristics
- Supervisory duties included field technician training, daily activity coordination, data quality assurance

**VIVA Environmental, Inc., El Paso, TX**

***Senior Biologist, November 2000 – September 2001***

- Field project manager for Mexican Spotted Owl study
- Developed scopes of work, established contacts for base camp service and trained providers
- Collected owl territory occupancy, nest location and habitat data
- Monitored owl behavior with/without jet aircraft noise
- Utilized audio/visual equipment, including digital camcorders and sound level meters
- Extensive back-country orienteering utilizing topographic maps, compass, and GPS
- Responsible for coordination with USAF Air Combat Command, U.S. Forest Service, and the general public

**Geo-Marine, Inc., Newport News, VA**

***Field Biologist, June - July 2000***

- Collected owl territory occupancy, nest location and habitat data
- Measured effects of military jet over-flight on behavior and reproductive success
- Surveyed for potential owl predators





# Jessica Burton

## BIOLOGIST II

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 538-0284 | jburton@sawatershed.org

### PROFESSIONAL PROFILE

- Holds USFWS permit (TE-839480-5.5) and CDFW MOU for protocol surveys and nest monitoring Least Bell's Vireo, California Gnatcatcher (presence/absence), California Least Tern, and Brown-headed Cowbird control
- 1000+ hours nest monitoring multiple species, including special status species, with excellent understanding of behavioral cues that indicate avian stress and breeding status
- Experience monitoring Western Riverside County Multiple Species HCP covered species

### EDUCATION

#### **Illinois Wesleyan University, Bloomington, IL**

- *Bachelor of Science Degree in Biology, May 2011*

#### **California State University, Long Beach, CA**

- *Master of Science Degree in Biology, anticipated by December 2023*

### PROFESSIONAL EXPERIENCE

#### **Santa Ana Watershed Association, Riverside, CA**

##### ***Biologist II, March 2019 – present***

- Survey and nest monitor Least Bell's Vireo (LBVI) on the Santa Ana River watershed (800+ hours)
- Survey California Gnatcatcher (CAGN) in the Santa Ana River watershed
- Survey and nest monitor California Least Tern – Huntington Beach colony
- Document all wildlife species, emphasizing sensitive species at each survey site
- Monitor invasive plant removal projects for nesting bird avoidance
- Co-write and proof annual LBVI report
- Produce technical reports and regulatory reporting (CNDDDB, 45-day Reports)
- Quantitative vegetation monitoring

#### **Western Ecosystems Technology, Henderson, NV**

##### ***SET Coordinator, March – December 2015***

- Monitor impact of solar power facility on avian and bat communities
- Coordinate with consulting biologists to conduct searcher efficiency trials (SET) and manage data
- Conduct avian point counts and raptor surveys
- Train seasonal technicians

**Institute for Wildlife Studies, San Diego, CA**

***Avian Biologist, March – August 2014***

- Conduct spot-mapping surveys
- Assess population size, range, and breeding activity for the San Clemente Island Bell's Sparrow.

**U.S. Geological Survey, San Diego, CA**

***California Clapper Rail Technician, October 2013 – April 2014***

- Study multiple aspects of the ecology of the federally endangered California Clapper Rail
- Project focused on movement ecology, gene flow, high-tide refugia enhancement, and nesting habitat selection

**University of Illinois, Chicago, IL**

***Seasonal Songbird Research Assistant, April – September 2013***

- Conduct territory mapping, radio telemetry, nest searching, and blood sampling of Field Sparrows
- Record complex song/simple day song; examine link between song quality and reproductive success

**Publication(s):**

- Celis-Murillo, A., Stodola, K.W., Pappadopoli, B., Burton, J.B., Ward, M.P., Seasonal and Daily Patterns of Nocturnal Singing in the Field Sparrow (*Spizella pusilla*). *J Ornithol* (2016) 157: 853.  
doi:10.1007/s10336-015-1318-y



# Collin Farmer

## BIOLOGIST II

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 538-0430 | cfarmer@sawatershed.org

### PROFESSIONAL PROFILE

- Field biologist with over 8 years' experience
- Holds USFWS permit (TE-839480-5.5) and CDFW MOU (pending) for protocol surveys and nest monitoring of Least Bell's Vireo, Southwestern Willow Flycatcher (presence/absence), California Least Tern, and Brown-headed Cowbird control
- Experience monitoring multiple species, including Coastal Cactus Wren, raptors, salmonids (Chinook, Coho, Steelhead), herpetofauna, carnivores, and local flora
- Excellent understanding of behavioral cues that indicate stress and breeding status

### EDUCATION

#### University of California, Santa Barbara

- *Bachelor of Science in Zoology, May 2009*

#### California State University, Fullerton

- *Masters of Science in Environmental Studies, May 2016*

### PROFESSIONAL EXPERIENCE

#### Santa Ana Watershed Association, Riverside, CA

##### *Biologist II, March 2020 – present*

- Survey and nest monitor Least Bell's Vireo (LBVI) within the Santa Ana River watershed (700+ hours)
- Conduct protocol, presence/absence surveys for Southwestern Willow Flycatcher
- Record all vertebrate species during monitoring - Paid special attention to habitat that may harbor other sensitive species, including Southwestern Willow Flycatcher and Western Yellow-billed Cuckoo
- Monitor invasive plant removal projects for nesting bird avoidance
- Co-write and proof annual LBVI report
- Co-write and proof annual Mitigation report
- Quantitative vegetation monitoring, to include CUBE methodology

#### Santa Ana Watershed Association, Riverside, CA

##### *Western Riverside County MSHCP Biological Monitoring Program*

##### *Field Biologist, August 2019 – March 2020*

- Conducted biological surveys for 146 covered mammal, avian, reptile, amphibian, invertebrate, and rare plant species
- Prepared maps using ArcGIS and Google Earth
- Collected field data in the prescribed manner, following established protocols
- Digitized data with Microsoft Access database, and performed quality assurance checks

**USGS/WERC, San Diego, CA**

***Biological Science Technician, March – August 2017-2019***

- Performed surveys for Southwestern Willow Flycatcher, Least Bell's Vireo, and Coastal Cactus Wren
- Collected data in the field via PDA (smartphone)
- Resighted color bands for target species using binoculars
- Monitored and banded Least Bell's Vireo nesting sites
- Extracted, processed, and banded captured birds at MAPS banding stations
- Navigated survey areas and cleared trails using GPS
- Produced monthly and seasonal data summaries
- Performed vegetation sampling and wrote vegetation summaries for survey areas
- Operated government four-wheel drive vehicles
- Communicated with military personnel via two-way radio and performed surveys in military training areas

**Washington Department of Fish and Wildlife, WA**

***Research Assistant, March – July 2009***

- Handled and sampled adult salmonids (primarily Chinook, Coho, and Steelhead)
- Sorted salmonids according to species, gender, and adipose clip
- Scanned salmonids for coded-wire tags and PIT tags
- Pulled scale samples, extracted and decoded coded-wire tags, extracted otoliths, implanted radio transmitters and PIT tags, and recorded lengths
- Collected adult salmonids for broodstock and participated in spawning process
- Maintained detailed data for all salmonids sampled
- Operated WDFW vehicles and boats
- Performed carcass and redd surveys

**United States Forest Service, High Sierra Ranger District, CA**

***Biological Science Technician (Wildlife), May – September 2016***

***Wilderness Ranger, May – September 2015***

- Participated in procedural wildlife survey assignments
- Performed field surveys for California spotted owls, great gray owls, northern goshawks, osprey, and willow flycatchers
- Followed protocols for broadcast acoustical surveys, nest stand searches, meadow searches, and walking transect surveys
- Collected data on owl and raptor age, gender, reproductive status, behavior, and habitat use
- Used GPS units and topographical maps for navigation
- Delineated wildlife habitat types on topographic maps
- Collected, recorded, formulated, ordered, and prepared field notes of surveys and wildlife sightings
- Operated and maintained resource management equipment in the field including GPS, binoculars, camera, two-way radio, and SPOT device
- Operated government four-wheel drive vehicle
- Prepared data summaries in proper format



# Patience (PJ) Falatek

## BIOLOGIST II

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 312-5314 | pfalatek@sawatershed.org

### PROFESSIONAL PROFILE

- Field biologist with over 13 years' experience
- Hold USFWS permit (TE-839480-5.5) and CDFW MOU for protocol surveys and nest monitoring of Least Bell's Vireo, California Gnatcatcher, Southwestern Willow Flycatcher, Coastal Cactus Wren, and Brown-headed Cowbird control
- 3400+ hours nest monitoring multiple species, including special status species such as Least Bell's Vireo, Black-capped Vireo, Kirtland's Warbler and Coastal Cactus Wren
- Excellent understanding of behavioral cues that indicate stress and breeding status

### EDUCATION

#### **Penn State University, Altoona**

- ***Bachelor Degree in Environmental Studies, December 2006***

### PROFESSIONAL EXPERIENCE

#### **Santa Ana Watershed Association, Riverside, CA**

##### ***Biologist II, Feb 2017-Sept 2017, March 2018 – present***

- Survey and nest monitor Least Bell's Vireo (LBVI) within the Santa Ana River watershed (4000+ hours; includes half-time in Prado Basin for Orange County Water District)
- Conduct protocol, presence/absence surveys and nest monitoring for California Gnatcatcher (CAGN), Southwestern Willow Flycatcher (presence/absence), Coastal Cactus Wren, and Grasshopper Sparrow
- Record all vertebrate species during monitoring - Paid special attention to habitat that may harbor other sensitive species, including Southwestern Willow Flycatcher and Western Yellow-billed Cuckoo
- Train co-workers in LBVI behavior and nest-searching techniques
- Monitor invasive plant removal projects for nesting bird avoidance
- Monitor Tree Swallow nest boxes
- Write and proof portions of annual LBVI report
- Produce annual CAGN reports and regulatory reporting (CNDDDB, 45-day Reports)
- Quantitative vegetation monitoring, to include CUBE methodology

#### **USGS/WERC, San Diego, CA**

##### ***Biological Field Technician, March-August 2010-2016***

- Nest search and monitor Least Bell's Vireo on San Luis Rey River and Camp Pendleton
- Survey Least Bell's Vireo and Southwestern Willow Flycatcher on Camp Pendleton, San Luis Rey River, and San Diego River using playback

- Survey, band re-sight, and nest-search for Coastal Cactus Wren (CACW) in urban green spaces in southern San Diego County, on Naval Weapons Station Fallbrook, Camp Pendleton, and San Pasqual Valley using playback
- Perform post-fire surveys for CAGN on Camp Pendleton, Fallbrook Naval Weapons Station, San Pasqual Valley, and urban green spaces in northern San Diego County
- Evaluate CACW and CAGN habitat in Chula Vista area, identifying sage scrub and chaparral plants, risks to birds, and potential for restoration/improvement of habitat - surveyed vegetation in CAGN plots using transect and Releve protocols
- Assist in target netting of adult CAGN

**Texas A&M University, Kerrville, TX**

**Research Assistant, March – July 2009**

- Territory map and nest search for Black-capped Vireos (BCVI) on Kerr WMA (30+ nests)
- Color-band vireo nestlings at 6-7 days old (48 total)
- Set up and monitor nest cameras
- Re-sight color banded BCVI
- Mist net and color-band adult BCVI without supervision
- Survey for BCVI and Golden-cheeked Warbler on private properties
- Perform vegetation surveys

**Smithsonian Institute, Mio, MI**

**Field Assistant, May – August 2008**

- Mist net, band, measure, collect feather samples, and weigh Kirtland's Warblers (n=21)
- Re-sight color-banded birds, map territories, monitor nests (~15 nests)
- Separate components of blood samples

**West Virginia University/Mountaineer Temps, Cassity, WV**

**Avian Field Technician Intern, May – August 2007**

- Search for songbird nests, twelve focal species (~ 15 nests)
- Lead raptor survey teams, survey for raptors using owl recording
- Conduct vegetation surveys
- Proof and enter data



# Lisa Schauer

## Biologist I

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 538-0222 | lschauer@sawatershed.org

### PROFESSIONAL PROFILE

- Biologist for SAWA's Wildlife Habitat Management Program
- Over 7 years' experience in biology/botany
- Hold USFWS permit (TE-839480-5.5) and CDFW MOU (pending) for protocol surveys and nest monitoring of Least Bell's Vireo and Brown-headed Cowbird control
- Conducts vegetation sampling for LBVI habitat analysis in Prado Basin for Orange County Water District
- Responsible for writing and proofreading reports, data collection, and data quality control

### EDUCATION

**NEW MEXICO STATE UNIVERSITY, Las Cruces, NM**  
**Master of Arts in Education (Secondary Science), May 2010**  
**Bachelor of Science in Biology, May 2007**  
**Bachelor of Conservation Ecology, December 2006**  
**Bachelor of Arts in Foreign Languages (German), December 2006**

### PROFESSIONAL EXPERIENCE

**Santa Ana Watershed Association, Riverside, CA**  
**Biologist I, May 2021 – present**

- Full season training under supervision of permitted biologists, to survey and nest monitor Least Bell's Vireo within the Santa Ana Watershed. USFWS Permit (TE-839480-5.4) and CDFW MOU LAI pending
- BHCO control training and data analysis
- Sample riparian vegetation in Prado Basin
- Prepare annual mitigation report
- Assist with status, distribution and reproductive data validation and preparation of the annual LBVI/BHCO report

**Dudek Consulting Services, Riverside, CA**  
**Biologist (On Call), May 2020 – November 2020**

- Conducted rare plant surveys, burrowing owl habitat surveys, vernal pool mapping, and plant species composition data collection Conducted population surveys and counts of *Dodecahema leptoceras* at the Santa Ana River Woolly-Star Preserve

**Larios Lab, University of California-Riverside Botany Department, Riverside, CA**  
**Temporary Field Technician, January 2020 - June 2020**

- Duties included vegetation surveys and processing/scanning of root/leaf samples for SLA analysis

**Spasojevic Lab, University of California-Riverside EEOB Department, Riverside, CA**  
**Laboratory Manager/Technician, May 2018 – December 2019**

- Identified species, measured, tagged, and mapped trees and shrubs in the San Jacinto Forest Dynamics Plot. Collected tree cores. Conducted plant species inventories and measurements at Pinyon Flats and Boyd Deep Canyon sites. Trained colleagues in plant species identification

- Prepared, coded, and edited field data entry forms in FastField for iPad data entry. Offloaded, backed up, and entered data. Performed data QA/QC. Prepared and edited protocols
- Planned, ordered, and assembled equipment for long-term rainfall manipulation experiment. Wrote manual for maintenance of experiment infrastructure
- Collected alpine plant ecology data at Niwot Ridge LTER, Colorado. Duties included use of dichotomous keys for plant identification; percent cover estimates; use of map, compass, and GPS; permanent plot establishment; sterile soil sample collection; and data entry

**Jornada Basin LTER, New Mexico State University, Las Cruces, NM**

***Program Specialist, September 2016 – February 2017***

- Identified all observed plant species (visually and by use of dichotomous keys) to subspecies level
- Measured plant species, percent cover, and height for net primary production (NPP) study
- Small mammal trapping (mark/recapture, species identification, and ear tagging for population studies)
- Maintained, troubleshoot, and wired remote sensing equipment.
- Collected and processed samples for soil and aeolian debris measurements. Weighed, organized, and archived soil samples. Organized and conducted disposal of backlog of samples containing hazardous chemicals
- Entered and verified (QA/QC) data for all experiments

**Sierra Nevada Research Institute, University of California-Merced, Niwot Ridge LTER, CO**

***Temporary Field Technician, September 2015***

- Collected conifer seedling and cohort data for Alpine Treeline Warming Experiment

**Jornada Basin LTER, New Mexico State University, Las Cruces, NM**

***Ecological Field Technician, May 2007 – August 2008***

- Duties included plant species identification, vegetation measurements, plant phenology transects, small mammal trapping, soil moisture measurements, dust sample collection and processing, herbarium duties, and general laboratory procedures

**Biology Department - Herbarium, New Mexico State University, Las Cruces, NM**

***Curatorial Assistant, September 2004 – May 2007***

- Accurately entered approximately 40,000 herbarium specimens into database. Made curatorial annotations as needed. Mounted, filed, and repaired specimens. Prepared and processed incoming and outgoing loans. Photographed type specimens. Exported and formatted database information as requested by external researchers. Wrote a guide to the database for future users. Trained and supervised student employees

**Harvard Forest – Highstead Arboretum, Harvard University Summer REU; site located in Redding, CT**

***Field Research Assistant, May 2006 – August 2006***

- Located and established research plots for a long-term ecological study. Identified all plants (species inventories) using dichotomous keys and described percent cover
- Took tree (DBH) measurements; collected and mounted tree cores
- Used map, compass, and GPS to locate and document current and future plot locations
- Prepared voucher specimens for the Highstead Arboretum herbarium
- Organized and entered all collected data in Microsoft Excel





# Jenna Carpenter

## Biologist I

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 315-3827 | jcarpenter@sawatershed.org

### PROFESSIONAL PROFILE

- Biologist for SAWA's Wildlife Habitat Management Program
- Hold USFWS permit (TE-839480-5.5) and CDFW MOU (pending) for protocol surveys and nest monitoring of Least Bell's Vireo and Brown-headed Cowbird control.
- Conducts vegetation sampling of LBVI habitat with Orange County Water District in Prado Basin
- Responsible for data collection, data quality control, and writing and proofreading reports
- Manages Brown-headed Cowbird (BHCO) routes and trains seasonal assistants

### EDUCATION

**CALIFORNIA POLYTECHNIC STATE UNIVERSITY POMONA, Pomona, CA**

***Bachelor of Science in Biology, December 2019***

### PROFESSIONAL EXPERIENCE

**Santa Ana Watershed Association, Riverside, CA**

***Biologist I, April 2021 – present***

- Conduct endangered species nest monitoring for Least Bell's Vireo (>40 hours) and California Least Terns (>40 hours) under the supervision of a permitted biologist
- Manage a Brown-headed Cowbird trap route and field assistants, QC data collection (>1480 hours)
- Collect distribution status and reproductive data for LBVI
- Write and proofread annual regulatory reports

***Biologist Assistant, August 2018 – April 2021***

- Conducted endangered species sample monitoring for Least Bell's Vireo under the supervision of a permitted biologist
- Nest monitoring for California Least Terns under the supervision of a permitted biologist
- Serviced spring and winter season Brown-headed Cowbird traps. Repaired and maintained BHCO traps and supplies

***Field Assistant, March 2018 – August 2018***

- Serviced spring season Brown-headed Cowbird traps. Identified and released non-target species caught in BHCO traps
- Shadowed biologists in field for LBVI sampling surveys



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**DATE:** March 15, 2022

**TO:** Board of Directors

**FROM:** Bob Tincher, Chief Water Resources Officer/Deputy General Manager

**SUBJECT:** Consider Approving the Agreement to Convey Metropolitan Water District of Southern California Water to Rubidoux Community Services District

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**Staff Recommendation**

Staff is recommending that the Board approve the *Agreement to Provide Water to Rubidoux Community Services District*, subject to any non-substantive changes that may occur during the approval process.

**Summary**

This item was presented at the March 3, 2022 Resources Workshop. Those Board members in attendance asked that it be placed on an upcoming Board of Directors meeting for consideration.

The Rubidoux Community Services District (RCSD) would like to purchase imported water from the Metropolitan Water District of Southern California (Metropolitan) but does not have a connection to Metropolitan's facilities. RCSD has identified the lowest cost alternative for obtaining imported water as an "exchange" with its neighbor, West Valley Water District (West Valley). Under the proposed exchange, Metropolitan would deliver imported water to Valley District who would then deliver the water to West Valley. West Valley would then provide a like amount of water to RCSD through a proposed interconnection with RCSD. There is no cost to Valley District under this agreement. Valley District and Metropolitan have a similar agreement that enables Metropolitan to deliver imported water to the portion of West Valley's service area that is within the Metropolitan service area.

### **Background**

RCSD is a California community services district providing retail potable water, non-potable water, sewer collection and treatment, solid waste collection, fire protection services, street lighting, and weed abatement services to approximately 40,000 customers in the City of Jurupa Valley which is within the Western Municipal Water District (Western) service area. RCSD currently has no direct access to imported water and relies completely on local groundwater.

RCSD is adjacent to the West Valley Water District and desires to receive additional water from Metropolitan through an exchange with West Valley. Because RCSD is within the Metropolitan service area and West Valley is within the Valley District service area, an agreement is required to describe the arrangement. This exchange is estimated to save RCSD \$6.5 million dollars as compared to building a direct connection to receive Metropolitan supplies.

### **Fiscal Impact**

There is no fiscal impact associated with approval of this agreement.

### **Attachment**

Agreement to Provide Water to Rubidoux Community Services District

**AGREEMENT NO. \_\_\_\_\_**  
**AGREEMENT TO PROVIDE WATER TO**  
**RUBIDOUX COMMUNITY SERVICES DISTRICT**

This Agreement to Provide Water to Rubidoux Community Services District (Agreement) is entered by The Metropolitan Water District of Southern California (Metropolitan), San Bernardino Valley Municipal Water District (Valley District), West Valley Water District (West Valley), Rubidoux Community Services District (Rubidoux), and Western Municipal Water District (Western), collectively the “Parties.”

**RECITALS**

A. Metropolitan is a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West’s Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura. Metropolitan has an existing agreement with San Gabriel Valley Municipal Water District that allows for the delivery of water through the San Gabriel Valley Devil Canyon – Azusa Pipeline, of which Valley District also has 50% of capacity right up to Riverside Avenue in the City of Rialto.

B. West Valley is a County Water District, a public agency of the State of California, providing retail water to approximately 95,000 customers. West Valley’s service area overlaps five political jurisdictions: The Cities of Rialto, Fontana, Colton, and Jurupa Valley; and unincorporated areas of San Bernardino County, including the community of Bloomington.

C. Valley District is a public agency incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in wholesale delivery of water in portions of the counties of San Bernardino and Riverside. Valley District is a State Water Contractor that primarily imports water into its service area through the State Water Project. Valley District has an existing connection on the San Gabriel Valley Devil Canyon – Azusa Pipeline that can also be used to deliver imported supplies from Metropolitan.

D. Western is a municipal water district incorporated under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in retail and wholesale delivery of water to customers in western Riverside County. Western purchases imported water from Metropolitan and helps provide water to over 1,000,000 people

in its service area.

E. Rubidoux is a California community services district providing retail potable water, non-potable water, sewer collection and treatment, solid waste collection, fire protection services, street lighting, and weed abatement services to approximately 40,000 customers in its service area located in the City of Jurupa Valley. Rubidoux currently has no imported water supply and is reliant solely on local groundwater sources.

F. The Parties desire to enter into this Agreement in order to provide water to Rubidoux for use within Western's service area (which is also within Metropolitan's service area).

## **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the representations which are incorporated herein by this reference, warranties, covenants, and agreements contained in this Agreement and for other good and valuable consideration, the Parties hereby agree to the following terms and conditions of this Agreement.

1. Requests for Water. Rubidoux will coordinate with Valley District, West Valley, and Western on determining the monthly amount of imported water Rubidoux needs from Metropolitan, up to a maximum amount of 2,000 acre-feet per calendar year. After coordinating, Western will request delivery of the water from Metropolitan in accordance with Sections 2 through 4 below, inclusive. The requested water must be used within Metropolitan's service area.

2. Metropolitan Deliveries. To the extent there is sufficient unused capacity in the San Gabriel Valley Devil Canyon-Azusa Pipeline, Metropolitan will deliver the water to Valley District at Valley District's connection (Lytle Creek, Station, 1747+00) on the San Gabriel Valley Devil Canyon – Azusa Pipeline. The maximum amount of water that Metropolitan may deliver under this Agreement is 2,000 acre-feet per calendar year.

3. Valley District Deliveries. Valley District will deliver the water that Metropolitan delivers pursuant to Section 2 to West Valley.

4. West Valley Deliveries. West Valley will treat and deliver the water to Rubidoux, per terms identified in a separate agreement between West Valley and Rubidoux,

for use within Western's service area by Rubidoux, and Rubidoux will provide Western and West Valley with a meter read report of the amounts delivered by 3:00 p.m. on the fifth business day after the end of the month.

5. Monthly Amounts. Western will inform Metropolitan and Valley District of the amounts of water delivered to Rubidoux by 3:00 p.m. on the tenth business day after the end of the month to account for the supplies. Reconciliation of water deliveries will be allowed in subsequent monthly accounting.

6. Billing and Payment. Western will pay Metropolitan's rate for full service untreated water in effect at the time of the delivery of the water to Valley District's connection for use by Rubidoux within Western's service area. The delivery is subject to the capacity charge, readiness-to-serve charge, and all volumetric water rates then in effect, in the same manner as deliveries made to Western through Metropolitan's distribution system and connections. Metropolitan will bill Western, and Western will pay Metropolitan, in accordance with the billing and payment provisions of Metropolitan's Administrative Code, as amended over time. Rubidoux will reimburse Western for all payments Western makes to Metropolitan, and to Valley District and West Valley, if any, under this Agreement and will also pay Western's standard administrative charges. Valley District and West Valley shall have no responsibility for the cost of water delivered to Valley District's connection for use within Western's service area by Rubidoux.

7. Department of Water Resources. Metropolitan will be responsible for any Department of Water Resources charges for the State Water Project supplies delivered to Valley District's connection under this Agreement.

8. Term. Upon execution, this Agreement is effective as of June 1, 2022 and terminates on December 31, 2035, provided that if the terms of the State Water Contracts are extended beyond December 31, 2035, then the term of this Agreement will likewise be extended to match the term of the State Water Contracts.

9. Cancellation. Notwithstanding Section 8, any Party may terminate this Agreement by providing at least 30 days written notice to all the other Parties provided that the notifying party is not in default under this Agreement.

10. Liability and Indemnification. Liability and indemnification shall be governed by section 4502 of Metropolitan's Administrative Code. Valley District, West Valley, and Rubidoux

each agree to the provisions of section 4502 of Metropolitan's Administrative Code, which provisions are incorporated here by this reference, and agree to its enforceability by or against each of them under this Agreement in the same manner and to the same extent as that section applies to Western.

11. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties and their respective permitted successors and assigns (if any). Except for such a permitted successor or assign, no other person or entity may have or acquire any right by virtue of this Agreement.

12. Ambiguities. Each Party and its counsel have participated fully in the drafting, review and revision of this Agreement. No rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall be applied in the interpretation of this Agreement or any amendments or modifications thereof.

13. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms of the Agreement among the Parties pertaining to the subject matter and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which, when executed and delivered, shall be an original and all of which together shall constitute one instrument, with the same force and effect as though all signatures appeared on a single document.

15. Relationship of Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership or any other similar arrangement among any of the Parties. No Party to this Agreement shall be deemed to be a representative, an agent or an employee of any other Party. Unless otherwise expressly specified in this Agreement, no Party shall have any authority or right to assume or create any obligation of any kind or nature, express or implied, on behalf of, or in the name of any other Party, nor bind any other Party in any respect, without the specific prior written authorization of another Party. The obligations of the Parties shall be several and not joint.

16. Amendments. No change, amendment or modification of this Agreement shall be valid or binding upon the Parties unless such change, amendment or modification is in writing

and duly executed by all Parties.

17. Time of the Essence. Time is of the essence in the execution and performance of this Agreement.

**[signatures on following page]**

DRAFT



**THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA**

\_\_\_\_\_  
Adel Hagekhalil  
General Manager

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

\_\_\_\_\_  
Marcia L. Scully  
General Counsel

\_\_\_\_\_  
Dated

**SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT**

\_\_\_\_\_  
Heather Dyer  
General Manager

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

\_\_\_\_\_  
Brad Neufeld  
General Counsel

\_\_\_\_\_  
Dated

**WEST VALLEY WATER DISTRICT**

\_\_\_\_\_  
Shamindra Manbahal  
General Manager

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Tafoya  
General Counsel

\_\_\_\_\_  
Dated

**WESTERN MUNICIPAL WATER DISTRICT**

\_\_\_\_\_  
Craig Miller Dated \_\_\_\_\_  
General Manager

APPROVED AS TO FORM:

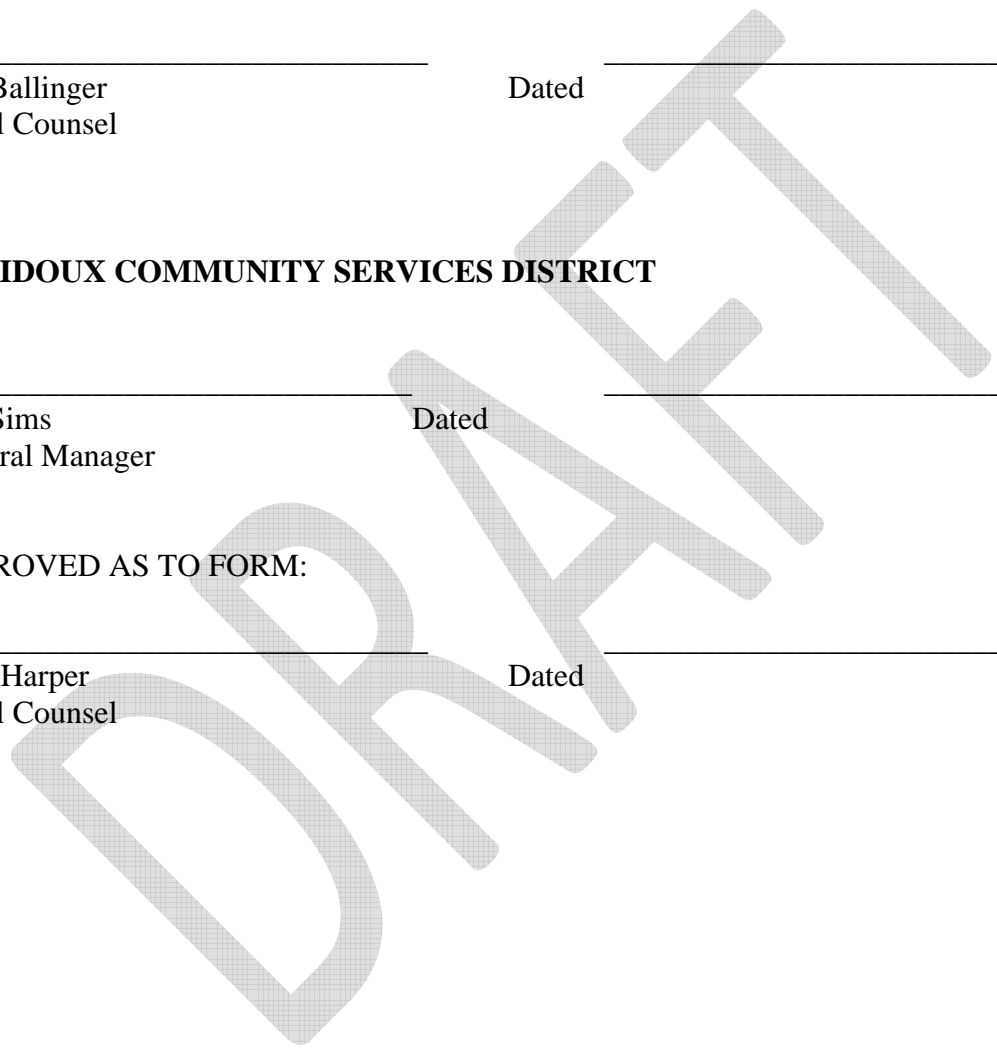
\_\_\_\_\_  
Jeff Ballinger Dated \_\_\_\_\_  
Legal Counsel

**RUBIDOUX COMMUNITY SERVICES DISTRICT**

\_\_\_\_\_  
Jeff Sims Dated \_\_\_\_\_  
General Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
John Harper Dated \_\_\_\_\_  
Legal Counsel





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**DATE:** March 15, 2022  
**TO:** Board of Directors  
**FROM:** Heather Dyer, Chief Executive Officer/General Manager  
**SUBJECT:** Consider Approval of Exchange Framework Agreement with Metropolitan Water District of Southern California

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**Staff Recommendation**

Staff is recommending the approval of the *Exchange Framework Agreement Between the Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District* that will facilitate mutual aid and exchanges of water.

**Summary**

This item was discussed at the March 8, 2022 Engineering Workshop. Those Board members in attendance asked that it be placed on an upcoming Board of Directors Meeting for consideration.

The Board approved the general terms for this agreement at its December 16, 2021 Resources Workshop and asked staff to develop an agreement for the Board's consideration. This agreement expresses the desire of both Metropolitan Water District of Southern California (Metropolitan) and Valley District (collectively "Parties") to exchange water supplies, whenever it is agreeable to both Parties, and establishes a general framework. Whenever one of the Parties desires an exchange, the details of the exchange will be prepared as a separate agreement for consideration by the Board. This agreement has been approved by house legal counsel and approved as to form.

## **BACKGROUND**

In June of 2021, Valley District and Metropolitan executed a Coordinated Operating Agreement (COA) which encourages coordinated use of facilities, where practical, mutual aid and allows Metropolitan to purchase Valley District's surplus SWP supplies. The COA provides a framework but does not include terms for the exchange of water supplies or the payment of costs. This proposed agreement, and the necessary companion agreement(s) with the California Department of Water Resources (DWR), will enhance the COA by providing:

1. Exchange guidelines
  - a. SWP supplies and local water supplies
  - b. Capping the exchange ratio for exchanges completed in the same calendar year to 1:1
  - c. Capping the exchange ratio for exchanges completed over multiple calendar years to 2:1
2. The option for Metropolitan to deliver SWP water stored in its Diamond Valley Lake to Valley District in exchange for a like amount of Valley District's SWP supply.
3. Reimbursement of operating costs

Exchanging water supplies provides both agencies an additional "tool" that can be used during drought or catastrophic failure. Both agencies retain discretion on whether to participate in any proposed exchange. The term of the agreements is limited to ten years, or December 31, 2031, to allow both parties an opportunity to revisit the terms.

## **Fiscal Impact**

There is no fiscal impact associated with executing this agreement.

## **Attachment**

*Exchange Framework Agreement Between the Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District*

**EXCHANGE FRAMEWORK AGREEMENT BETWEEN  
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

This Exchange Framework Agreement (Agreement) is entered into and effective as of April 1, 2022 by and between The Metropolitan Water District of Southern California (Metropolitan) and San Bernardino Valley Municipal Water District (Valley District), collectively referred to as “Parties” and individual as a “Party.”

**Recitals**

A. Metropolitan is a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West’s Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura.

B. Valley District is a public agency organized under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in wholesale delivery of water in portions of the counties of San Bernardino and Riverside. Valley District is a State Water Contractor that primarily imports water into its service area through the State Water Project.

C. Metropolitan and Valley District each have long-term contracts with the California Department of Water Resources (DWR) which set forth the terms and conditions of their participation in the State Water Project (SWP).

D. Metropolitan and Valley District have existing facilities for conveyance of SWP water located within Valley District. Metropolitan and Valley District have constructed conveyance facilities within Valley District that enable moving SWP water from DWR’s Devil Canyon Powerplant to Metropolitan’s Diamond Valley Lake in Riverside County and the southeastern portion of Valley District’s service area, respectively. Valley District also has access to groundwater within its service area.

E. In 2021, Metropolitan and Valley District entered into a Coordinated Operating Agreement (COA) to, among other things, identify opportunities for coordinated operation of the Parties’ individual systems.

F. The Parties desire to enter into this Agreement to establish a general framework allowing the Parties to exchange supplies through calendar year 2031.

**Agreement**

The Parties hereby agree as follows:

1. General Framework for Exchanges During 2022 through 2031

Metropolitan and Valley District may, but neither Party is obligated to, agree in writing to exchanges of water during 2022 through 2031. Any such written agreements will be

attached as exhibits to this Agreement and will be subject to the terms and conditions specified in this Agreement. For exchanges that will be completed during one calendar year: for each acre-foot of water that a Party receives from the providing Party, the receiving Party will return one acre-foot of water to the providing party within the same calendar year. For exchanges that will be completed over more than one calendar year: for each acre-foot of water that a Party receives from the providing Party, the Parties may negotiate in advance an amount up to two acre-feet of water that the receiving Party will return to the providing Party within a future calendar year.

3. Term

This Agreement is effective as of April 1, 2022 and continues in force until December 31, 2031.

4. Books and Records

Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of such other Party's obligations pursuant to this Agreement. Each Party shall retain all such books, documents, papers or other records to facilitate such review in accordance with that Party's record retention policy. Access to each Party's books and records shall be at mutually agreed times during normal business hours only, upon reasonable notice. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

5. Authority

Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

6. Informal Mediation

In the event of a dispute between the Parties regarding this Agreement, the Parties may attempt to resolve the dispute by using the services of a mutually acceptable mediator. If the Parties decide to use a mediator, they will equally share the mediator's fees and expenses.

7. Amendment

This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.

8. Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

9. Construction and Interpretation  
This Agreement has been arrived at through negotiations and each Party has had a full and fair opportunity to revise the terms of this Agreement. As a result, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in the construction or interpretation of this Agreement.
10. Entire Agreement  
This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and, save as expressly provided in this Agreement, supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this Agreement.
11. Partial Invalidity  
If, after the date of execution of this Agreement, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. However, in lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
12. Successors and Assigns  
This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective Parties to this Agreement. No Party may assign its interests in or obligations under this Agreement without the written consent of the other Party, which consent shall not be unreasonably withheld or delayed.
13. Waivers  
Waiver of any breach or default hereunder shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this Agreement and forbearance to enforce one or more of the rights or remedies provided in this Agreement shall not be deemed to be a waiver of that right or remedy.
14. Necessary Actions  
Each Party agrees to execute and deliver additional documents and instruments and to take any additional actions as may be reasonably required to carry out the purposes of this Agreement.
15. No Third-Party Beneficiaries  
This Agreement shall not create any right or interest in any non-party or in any member of the public as a third-party beneficiary.
16. Counterparts  
This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

17. Notices

All notices, requests, and demands hereunder (Notices) shall be in writing, including electronic communications, and shall be deemed to have been duly given when delivered (or, if mailed, postage prepaid, on the third business day after mailing, if that date is earlier than actual delivery). Notices shall be sent to a Party at the address of that Party set forth below or, if such Party has furnished notice of a change of that address as herein provided, to the address of that Party most recently so furnished.

Metropolitan Water District of Southern California  
Attention: General Manager  
P.O. Box 54153  
Los Angeles, CA 90054-0153

San Bernardino Valley Municipal Water District  
Attention: CEO/General Manager  
380 E. Vanderbilt Way  
San Bernardino, CA 92408

*[Signature Page Follows]*



In WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following duly authorized representatives.

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Adel Hagekhalil  
General Manager

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marcia L. Scully  
General Counsel

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

By: \_\_\_\_\_  
Heather P. Dyer  
CEO/General Manager

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Bradley Neufeld  
General Counsel



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**DATE:** March 15, 2022

**TO:** Board of Directors

**FROM:** Heather Dyer, Chief Executive Officer/General Manager

**SUBJECT:** Consider Approval of the 2022 Exchange Agreement with Metropolitan Water District of Southern California

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**Staff Recommendation**

Staff is recommending the approval of the *2022 Exchange Agreement Between the Metropolitan Water District of Southern California (Metropolitan) and San Bernardino Valley Municipal Water District* that will provide assistance to Metropolitan and will also provide an opportunity to test various mutual aid scenarios.

**Summary**

This item was discussed at the March 8, 2022 Engineering Workshop. Those Board members in attendance asked that it be placed on an upcoming Board of Directors Meeting for consideration.

This agreement is contingent upon the Board approving the *Exchange Framework Agreement Between the Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District (Exchange Agreement)* and generally allows the option for Valley District to provide up to 3,000 acre-feet of Valley District's carryover State Water Project (SWP) supply and up to 1,000 acre-feet per month of groundwater from the San Bernardino Basin to Metropolitan which would be returned to Valley District by the December 31, 2022. This agreement has been approved by house legal counsel and approved as to form.

## **BACKGROUND**

In June of 2021, Valley District and Metropolitan executed a Coordinated Operating Agreement (COA) which encourages coordinated use of facilities, where practical, for mutual aid and allows Metropolitan to purchase Valley District's surplus SWP supplies. The COA provides a framework but does not include terms for the exchange of water supplies or the payment of costs. This Exchange Agreement enhances the COA by providing the general framework for the exchange of both SWP supplies and local water supplies and by capping the exchange ratio at 1 to 1 for exchanges completed in the same calendar year and 2 to 1 for exchanges completed over multiple calendar years. The proposed 2022 exchange would occur during the same calendar year so it would be a 1 for 1 exchange. Per the terms of the Exchange Agreement, the requesting agency, or Metropolitan in this case, pays the costs.

Metropolitan has requested the 2022 exchange to help meet delivery needs in their service area downstream of Devil Canyon Powerhouse. This exchange will also allow the agencies to test the delivery of groundwater to Metropolitan and, possibly, the delivery of SWP water from Diamond Valley Lake to Valley District. The actual amount of SWP water provided to Metropolitan will be dependent upon Valley District's need for SWP water and the final SWP allocation. The actual amount of groundwater provided to Metropolitan will be dependent upon the available well capacity from the City of Redlands and any other facility constraints.

## **Fiscal Impact**

Since Metropolitan has requested the exchange, there is no cost to Valley District.

## **Attachment**

*2022 Exchange Agreement Between the Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District*

**2022 EXCHANGE AGREEMENT BETWEEN  
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA  
AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

This 2022 Exchange Agreement (Agreement) is entered into and effective as of April 1, 2022 by and between The Metropolitan Water District of Southern California (Metropolitan) and San Bernardino Valley Municipal Water District (Valley District), collectively referred to as “Parties” and individual as a “Party.”

**Recitals**

A. Metropolitan is a metropolitan water district organized under the Metropolitan Water District Act, codified at section 109-1, et seq. of West’s Appendix to the California Water Code, and is engaged in developing, storing, and distributing water in the counties of Los Angeles, Orange, Riverside, San Bernardino, San Diego, and Ventura.

B. Valley District is a public agency organized under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in wholesale delivery of water in portions of the counties of San Bernardino and Riverside. Valley District is a State Water Contractor that primarily imports water into its service area through the State Water Project.

C. Metropolitan and Valley District each have long-term contracts with the California Department of Water Resources (DWR) which set forth the terms and conditions of their participation in the State Water Project (SWP).

D. Metropolitan and Valley District have existing facilities for conveyance of SWP water located within Valley District. Metropolitan and Valley District have constructed conveyance facilities within Valley District that enable moving SWP water from DWR’s Devil Canyon Powerplant to Metropolitan’s Diamond Valley Lake in Riverside County and the southeastern portion of Valley District’s service area, respectively. Valley District also has access to groundwater within its service area.

E. In 2021, Metropolitan and Valley District entered into a Coordinated Operating Agreement (COA) to, among other things, identify opportunities for coordinated operation of the Parties’ individual systems.

F. In 2022, Metropolitan and Valley District entered into that certain Exchange Framework Agreement (EFA), effective April 1, 2022, to provide general framework allowing the parties to exchange supplies through calendar year 2031.

G. The Parties desire to enter into this Agreement to exchange water supplies during calendar year 2022 subject to the terms in the EFA and to the additional terms contained herein.

## Agreement

The Parties hereby agree as follows:

1. This Agreement shall be deemed a part of, and subject to the terms and conditions of, the EFA; provided, however, that in case of conflict, the terms and conditions of this Agreement shall prevail.
2. Exchange of State Water Project Supplies During Calendar Year 2022.
  - a. During calendar year 2022, Valley District may, but is not obligated to, provide to Metropolitan, upon Metropolitan's written request, up to 3,000 acre-feet of its carryover water stored in San Luis Reservoir. Metropolitan is responsible for any SWP costs associated with moving this water from San Luis Reservoir to Metropolitan's service area or any other location.
  - b. For every acre-foot of water that Valley District provides to Metropolitan at San Luis Reservoir during calendar year 2022, Metropolitan will later return to Valley District one acre-foot of water at San Luis Reservoir sometime during calendar year 2022. Valley District is responsible for any SWP costs associated with moving this water from San Luis Reservoir to Valley District's service area.
3. Exchange of Groundwater Supplies During Calendar Year 2022.
  - a. During calendar year 2022, Valley District may, but is not obligated to, provide to Metropolitan, upon Metropolitan's written request, up to approximately 1,000 acre-feet/month of groundwater at the following delivery point: the connection between the Central Feeder and the Inland Feeder. Such groundwater will be delivered from the City of Redlands drinking water system and will be dechlorinated before delivery. Metropolitan will reimburse Valley District for actual costs incurred by Valley District for energy, operations, and maintenance to deliver each acre-foot of groundwater to the delivery point. Metropolitan will reimburse these costs within 45 days of MWD's receipt of an invoice from Valley District. Prior to delivering such groundwater to Metropolitan, Valley District will provide a written estimate to Metropolitan of the costs it expects to incur. Metropolitan is responsible for the costs to deliver this water from the delivery point to DWR's Devil Canyon.
  - b. For every acre-foot of groundwater that Valley District provides to Metropolitan at the connection between the Central Feeder and the Inland Feeder during calendar year 2022, Metropolitan will return to Valley District later during calendar year 2022 one acre-foot of water at the following delivery points: DWR's Devil Canyon and/or the interconnection between the Foothill Pipeline and Inland Feeder, with the quantity of water to be delivered at each delivery point to be negotiated between the Parties. Metropolitan is responsible for the costs to provide this water to Valley District at the delivery points. Valley District is responsible for the costs to deliver this water from the delivery points to Valley District's service area.
4. The Parties will mutually agree on schedules for water deliveries, invoicing, and payments.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the following duly authorized representatives.

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Adel Hagekhalil  
General Manager

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marcia L. Scully  
General Counsel

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

By: \_\_\_\_\_  
Heather P. Dyer  
CEO/General Manager

\_\_\_\_\_  
Dated

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Bradley Neufeld  
General Counsel



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**DATE:** March 15, 2022

**TO:** Board of Directors

**FROM:** Heather Dyer, CEO/General Manager

**SUBJECT:** Consider Adoption of the San Bernardino Valley Municipal Water District Strategic Plan

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### **Staff Recommendation**

Staff recommends the Board of Directors consider adopting the updated Strategic Plan: Our Foundation.

### **Summary**

Between 2020-2022, the District held multiple Director Workshops, facilitated by Water Systems Consulting, Inc. (WSC), to develop its first ever Strategic Plan. The Strategic Plan has received some final revisions and is ready for the Board of Directors to consider adoption.

### **Background**

The District's Strategic Planning process kicked off in 2019 and has been ongoing since then. The process has involved individual interviews of the Directors, group meetings with Staff, and interviews with the stakeholder's workgroup. Through the information gathered throughout this process, the Directors have developed the District's first ever Mission, Vision, and Values statements, and a set of District priorities for the future.

The first volume of the Strategic Plan is ***Our Foundation***, which is intended to be an overarching guidance document that lays out the approach and direction of the District through the mission and vision and sets the culture through its values and priorities. This document captures Valley District's purpose, unique identity, long term aspirations, and strategies to reach our desired future state.

As a foundational document for the District, this first component of the Strategic Plan, *Our Foundation*, is ready to be introduced to our stakeholders and the public. Staff is developing a “rollout” of the Strategic Plan, which may include presentations at community group meetings, to City Councils and Boards of Directors, at water-related events, our website and social media platforms, and other opportunities.

The next step in the strategic planning process, which is already underway, is development of the second volume, a companion document called Strategic Plan: **Goals & Actions**. This will be a more tactical document that defines how the District will accomplish its mission and achieve its vision through specific goal, objectives and action plans. This will be an active instrument that builds upon *Our Foundation* by setting clear goals, performance measures and actions to help the District achieve its mission.

### **Fiscal Responsibility**

The total fiscal impact of the Strategic Plan is \$113,800.

### **Attachments**

Strategic Plan: Our Foundation





SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

# **STRATEGIC PLAN:** *Our Foundation*

2022

# STRATEGIC PLAN FRAMEWORK

San Bernardino Valley Municipal Water District’s Strategic Plan Framework includes two primary components. This document is the first component – **Strategic Plan: Our Foundation**. It is intended to be long lasting and foundational, only requiring updates every 5-10 years or longer.

The second component, **Strategic Plan: Goals & Actions**, builds upon **Our Foundation** and is intended to be a more frequently updated, tactical document that aligns with the District’s bi-annual budgeting process.



**STRATEGIC PLAN: GOALS & ACTIONS**  
 Defines how Valley District will accomplish its mission and achieve its vision. The **Strategic Plan: Goals & Actions** is an active instrument; a tactical plan that builds upon **Our Foundation** by setting clear goals, performance measures and actions to help the District achieve its Mission.

**STRATEGIC PLAN: OUR FOUNDATION**  
 Captures Valley District’s purpose, unique identity, long term aspirations, and strategies to reach its desired future state. This foundational, long lasting document crystalizes who we are and what we do.  
 The **Strategic Plan: Our Foundation** is used in partnership with the **Strategic Plan: Goals & Actions** to set priorities, establish annual action plans, and problem solve with integrity.

# A NOTE FROM...



## THE BOARD OF DIRECTORS

When San Bernardino Valley Municipal Water District was formed in 1954, the needs of our watershed, customers, and region were vastly different than what they are today. Prolonged drought, litigation, population growth, habitat loss, and climate uncertainty have caused us to evaluate how we do business and adapt our approach to local water resource management. Through these challenges, we have grown to value partnerships, regional solutions, and creative problem-solving.

The Board of Directors is proud of all that Valley District has accomplished over the past 67 years. The forethought of those before us and the innovation of today’s leaders have defined us as a responsible and forward-thinking steward of our watershed.

While this foundational document focuses on our future aspirations, Valley District’s Board of Directors will continue to celebrate our rich history, struggles, and successes as a wholesale water provider serving the region. Through decades of challenges and triumphs, Valley District has continually shown that – when we hold true to our mission, vision, and values while remaining committed to those we serve – we can achieve great things for our region.



*Paul Kielhold*

PRESIDENT PAUL R. KIELHOLD



“

### THE CHIEF EXECUTIVE OFFICER / GENERAL MANAGER

For nearly 70 years, Valley District has evolved as an organization while remaining committed to our core principles. We are approaching the complex problems of today and tomorrow through a new lens, one that relies on regional collaboration, bold leadership, and innovative ideas.

Valley District is not only working towards a resilient water supply but a holistically healthy watershed, a goal that we cannot accomplish alone.

Much like the natural systems of our valley, the agencies and the people within our watershed are integrally connected. The engineers, policymakers, planners, educators, wildlife biologists, operators and citizens – all of us contribute to the health of our water systems and have a responsibility to protect the quality of life for our people and our shared environment. Through regional partnerships, trust, and respect, we are creating new relationships, breaking barriers, and challenging traditional approaches to water solutions that will support future generations to come.

The **Strategic Plan: Our Foundation** is an important milestone in our continuing evolution as an organization. It will serve as a basis for our bi-annual goal setting and action plans, help us measure our progress, and inspire us to do more to preserve and protect our region's valuable water resources for a prosperous and resilient future.



HEATHER P. DYER

# ELEMENTS



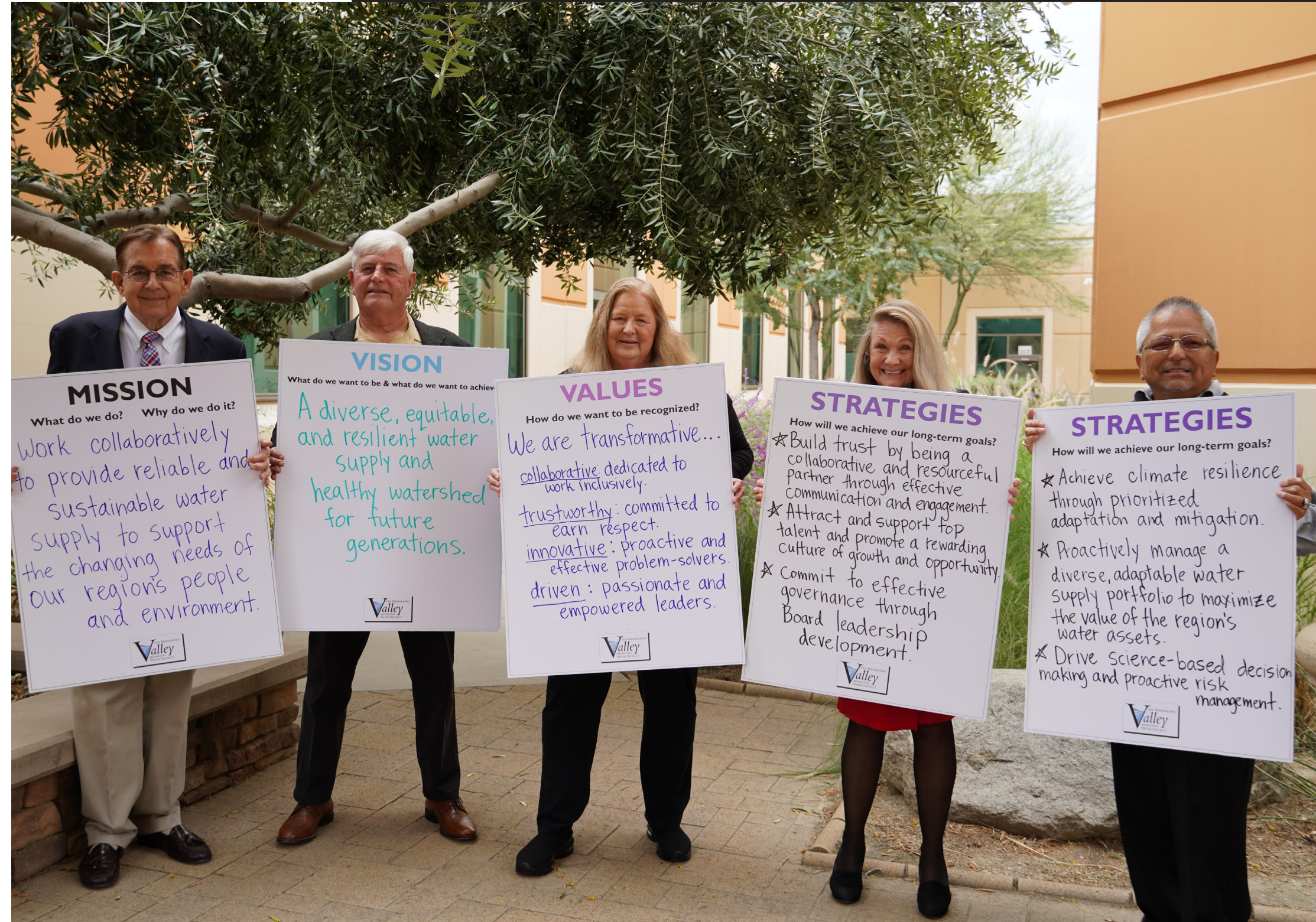
# APPROACH

The **Strategic Plan: Our Foundation** crystallizes Valley District's purpose and identity. It illustrates our character and tenacity.

To develop this foundational document, the District's board and staff conducted a multi-year effort including a series of workshops, interviews, stakeholder meetings and expert-led discussions.

With hours of collaboration and input from staff, the Board of Directors, and partnering constituents, the Strategic Plan is a call to action that communicates Valley District's unique purpose, identity, desired future state, and strategies to accomplish its long-term goals.

Comprising core values, a shared vision, and an ambitious mission, the **Strategic Plan: Our Foundation** represents alignment among the Directors, unity of staff, pride in the work accomplished, and an eagerness to overcome future challenges.





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**MISSION**

VISION

VALUES

PRIORITIES

STRATEGIES

---

**OUR** *MISSION*  
**IS TO...**

Work **collaboratively** to provide a **reliable** and **sustainable** water supply to support the changing needs of our region's **people** and **environment**.

MISSION



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MISSION

**VISION**

VALUES

PRIORITIES

STRATEGIES

---

## OUR *vision* FOR THE FUTURE IS A...

**Diverse, Equitable,** and  
**Resilient** Water Supply and  
Healthy Watershed for  
Future Generations.

VISIONS



MISSION

VISION

**VALUES**

PRIORITIES

STRATEGIES

# WE ARE TRANSFORMATIVE BY LIVING OUR *values...*



## **COLLABORATIVE.**

Dedicated to work inclusively.



## **TRUSTWORTHY.**

Committed to earn respect.



## **INNOVATIVE.**

Proactive and effective problem-solvers.



## **DRIVEN.**

Passionate and empowered leaders.

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# OUR *priorities* ARE TO DELIVER SOLUTIONS THAT ARE...

MISSION

VISION

VALUES

**PRIORITIES**

STRATEGIES



## RESILIENT.

Resilient to seismic conditions, drought, population growth and climate change.



## RESTORATIVE.

Reduce carbon footprint and recover environmental health.



## SCIENCE BASED.

Built from reliable regional data shared among all partners.



## COST-EFFECTIVE.

Optimize operational efficiency and maximize benefits from ratepayer investments.



## INTEGRATED.

Holistically optimize value to the region.

PRIORITIES



# OUR *strategies* ARE TO...

MISSION

VISION

VALUES

PRIORITIES

**STRATEGIES**

1

Achieve climate resilience through prioritized adaptation and mitigation.

2

Proactively manage a diverse, adaptable water supply portfolio to maximize the value of the region's water assets.

3

Drive science-based decision making and proactive risk management.

4

Build trust by being a collaborative and resourceful partner through effective communication and engagement.

5

Attract and support top talent and promote a rewarding culture of growth and opportunity.

6

Commit to effective governance through Board leadership development.

STRATEGIES

## NEXT STEPS

# IMPLEMENTING THE PLAN

The **Strategic Plan: Our Foundation** is a trusted compass that will guide Valley District to serve our community, care for our watershed, and ensure a resilient water future for our region. The **Strategic Plan: Our Foundation** is used in partnership with the Strategic Plan: Goals & Actions to set priorities, establish annual action plans, and problem-solve with integrity.

The **Strategic Plan: Goals & Actions** is an active instrument; a powerful tool that models our plans for the future. It captures desired outcomes of each strategy, clearly identifies next steps, and tracks and measures key results. Together, these Strategic Planning documents clearly define how Valley District will accomplish its mission and achieve its vision.



The **Strategic Plan: Our Foundation** was made possible through the collective contributions of the 2020-2022 Board of Directors and Valley District staff, in partnership with Water Systems Consulting, Inc.



**JUNE D. HAYES**

*Division I*



**GIL J. BOTELLO**

*Division II*



**SUSAN L. LONGVILLE**

*Division III*



**T. MILFORD HARRISON**

*Division IV*



**PAUL R. KIELHOLD**

*Division V*







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**DATE:** March 15, 2022  
**TO:** Board of Directors  
**FROM:** Staff  
**SUBJECT:** Summary of Board of Directors Workshop – February 11, 2022

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The Board of Directors Workshop convened on February 11, 2022. President Kielhold chaired the meeting.

Directors Present: President Kielhold, Vice President Hayes, Director Botello, Director Harrison, and Director Longville.

**Staff Present:**

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager  
Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board  
Melissa Zoba, MBA, MPA – Chief Information Officer  
Anthony Flordelis – Business Systems Analyst

**Consultant:**

Nathan Sassaman – Nate Sassaman Enterprises

**1. Introductions.**

Chief Executive Officer/General Manager Heather Dyer introduced Nathan Sassaman of Nate Sassaman Enterprises

**2. Public Comment.**

President Kielhold invited public comment. There was none.

### **3. Discussion Board Leadership Development Training facilitated by Mr. Nathan Sassaman.**

Chief Executive Officer/General Manager Heather Dyer reminded the Board of their commitment to leadership development. This is an opportunity for open dialogue, she stated.

Nathan Sassaman of Nate Sassaman Enterprises offered words on the significance of water. He emphasized understanding and communication and reminded the Board to make the best decisions as a team for the 750,000 constituents of Valley District.

Mr. Sassaman led the Board in discussion of leadership principles, and the following concepts were addressed:

- Pay attention to how others are responding, as no one sees things the same
- Seek to understand and communicate
- Hard is not equal to impossible; why not choose the hard path (Ms. Dyer)
- There is nothing we can't do (Vice President Hayes)
- Motivation (Mr. Macedo)
- Everyone is going through something

What does it mean to be a professional member of the Board?

- Work for the greater good (Vice President Hayes)
- Acceptance of one another's differing opinions
- Open-mindedness
- People change as leaders every four to seven years
- Listen to everyone because everyone thinks differently
- Preparedness for meetings (Director Botello)

How do officials grow and develop as Board members?

- Fresh eyes on the Board (Director Botello)
- Consider how to present an argument in order to garner support (Director Botello)

Mr. Sassaman added the ideal meeting size is seven persons, plus or minus two. He suggested that when running meetings, inquire around the room without interruption. An argument should lay out a position, he noted. Ms. Dyer correlated the concept to being intentional.

Mr. Sassaman broached the importance of understanding why someone is saying something. Vice President Hayes added the caveat of absorbing the communication while retaining the ability to disagree. Mr. Sassaman pointed out the difficulty of an exercise involving explaining the position of another person.

What is critical thinking?

- Absorb everything, think critically, and decide what is true
- Looking at everything objectively (Director Botello)
- Being strategic vs. tactical
- Looking at pros and cons, what will happen, five steps and 20 years ahead (Vice President Hayes)
- Set out a path / think it through (Ms. Dyer)

Mr. Sassaman discussed the surrender the outcome concept and emphasized that there are politics in everything, so all must understand the game.

- Articulate a position
- Everyone gets a vote

The vote can be 3-2, but a decision is being made for almost 1 million people, Mr. Sassaman noted.

Mr. Sassaman introduced the First Team concept and provided an example of synchronizing work to maximize the effort. The vast majority of problems are taken care of by the people on the first team: The Board is the first team, he explained. Board members are here for each other, offering assistance, he stressed.

Mr. Sassaman suggested implementing a personal and professional development plan.

What does it mean to be professional?

- Vulnerability, crucible experiences, collaboration
- Respect, even in disagreement



- Approachability: leaders must be able to hear about what is going on and keep a finger on the pulse of the organization
- Responsibility, understanding, and the ability to take the hard knocks while remaining open to the positives (Vice President Hayes)
- Vulnerability is being open to learning (Director Botello)

Mr. Sassaman reiterated that the Board members are here to do good for almost a million people when it comes to water policy.

- The best leaders are those who are authentic and genuine
- To be in command equates to extreme ownership
- Figure it out, fix it, and try again

Mr. Sassaman brought up the core needs of humans: All want to have a voice, all want to be heard, and all want to be connected. He shared the quadrants chart of Steven Covey and explained that the best life is in quadrant 2: Strategic planning and problem solving. In a reactive environment, people do not make great decisions, he explained. He offered the following advice:

- Build strategic relationships now, in order to leverage them when needed
- Be strategic and intentional with time and energy
- Health and fitness (emotional, physical, spiritual) is interrelated
- Leadership, coaching, and personal development is ongoing
- Learning from each other
- Be strategic both personally and professionally
- Have a mentor

The point of leadership is to get the best out of people, Mr. Sassaman stated. The culture of the District is the people hired, fired or promoted and the behavior of its senior leaders, and the values of the District are the touchstones. He introduced the ideas of team effectiveness and high performing teams, and provided further points about leadership and team building:

- Being predictable and consistent in word, action and deed builds trust and credibility
- Forward-thinking

- Commonalities help build a team
- Start by leading yourself
- Everyone is different and diverse – the power is in the teamwork
- Be self-aware; recognize stress
- Working at understanding ourselves and understanding others, and communicating makes it a high performing team

Mr. Sassaman led the group in a personality exercise demonstrating differences and emphasized adaptation of leadership style. Vice President Hays advocated for cultural training.

He pointed out that peoples' lives are impacted most at the local (city, county municipal) level. There is no room for amateurs running the kind of resources and budgets that local governments have – it is a professional organization, he stated. As such, its performance and behavior demand professionalism. He reflected on the individual operating styles identified in the exercise and emphasized differences in expectations and communication needs.

- Always communicate the “why”
- Look at conflict as an opportunity
- Talk about / share thoughts and ideas
- Get the best out of people, don't set them up for failure
- Assign tasks to individual's strengths
- Have an eye toward helping others

Mr. Sassaman noted that the personality makeup of the Board is a strategic, forward thinking working group in nature and drives results. However, in general it may struggle, which takes a lot of time and energy. He reminded that problems are complex, and there may not be a playbook to follow.

The Board members were given a “homework” assignment for the next workshop. He encouraged the Board to share their personality summaries and asked everyone to come prepared to discuss values at the next workshop.

#### **4. Adjournment**

##### **Staff Recommendation**

Receive and File



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**DATE:** March 15, 2022  
**TO:** Board of Directors  
**FROM:** Staff  
**SUBJECT:** Summary of Board of Directors Workshop – February 17, 2022

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The Board of Directors Workshop convened on February 17, 2022. President Kielhold chaired the meeting.

Directors Present: President Kielhold, Vice President Hayes, Director Botello, Director Harrison, and Director Longville.

**Staff Present:**

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager  
Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board  
Melissa Zoba, MBA, MPA – Chief Information Officer  
Anthony Flordelis – Business Systems Analyst

**Consultant:**

Nathan Sassaman – Nate Sassaman Enterprises

**1. Introductions.**

None.

**2. Public Comment.**

President Kielhold invited public comment. There was none.

### **3. Board Leadership Development Training facilitated by Mr. Nathan Sassaman.**

President Kielhold briefed the group on the District's first Water Forum held February 16. CEO / General Manager Heather Dyer reported positive feedback, and attendance of approximately 50 persons. Mr. Nathan Sassaman of Nate Sassaman Enterprises pointed out the Forum is an example of being strategic and intentional.

Mr. Sassaman talked about water as a life-sustaining resource, and the importance of professionalism when dealing with water as a governing body. He emphasized the public trust and recognized the five electoral divisions working effectively as a whole within the governing body.

How do you see your role as an elected?

- Leaders in the water industry for the region.
- Legal authority to do things that are beyond the capabilities of the retailers, which are dependent upon Valley District to do those things
- Liaison between the State, the retailers, and the constituents
- Both in the front and in the middle
- Representatives of divisions; but overall responsibility trumps individual divisions
- Responsible to work with 14 various (city, district, private company) partners to help them do what they need to do; they rely on Valley District
- Responsibility to provide the water needed by the partners to serve their customers
- Water ambassadors to the divisions / communicating, educating

Mr. Sassaman acknowledged that Board members must be innovative, creative, and understand the legal issues. He reminded that all people process information differently.

Why are we all here as a governing body?

- To assure there will be water for the 700,000 people, their grandchildren, and great grandchildren

What does it mean to work together?

- Rowing the boat in the same direction

Ground rules for working together?

- Treat everyone with respect and dignity
- Be trustworthy and committed
- Collaboration
- Respect differences
- Decide with honor
- Professionalism

Mr. Sassaman pointed out that there is a myriad of different ways to provide the water, but it is this group that will make the decisions necessary to reach the goal. He noted that the most important thing a person wants to know about their leader is, “do they know what they’re doing?”

He acknowledged there is a lot at stake here, and with water challenges, all need to work together. CEO / General Manager Dyer noted the Board sets the culture of the organization. Mr. Sassaman added that the culture is who is hired, fired, and promoted; the behavior of senior leaders, and what the people are doing when leaders are not there. The governing body is not easy, he said. Board members do not get to choose the people on the team.

Mission, Vision and Values

Jose Macedo read the mission statement:

*Our mission is to work collaboratively to provide a reliable and sustainable water supply to support the changing needs of our region’s people and environment.*

That’s hard, Mr. Sassaman said, especially with a zero State Water Project allocation.

Mr. Macedo read the values:

*Value: Collaborative. Dedicated to work inclusively.*

- The Board’s work is dependent on working with others (Harrison)
- Listening and valuing other viewpoints (Dyer)

Mr. Sassaman explained that a measure of leadership is the ability to foster connection. He added that the optimal number of people in a meeting is five, plus-or-minus two. He reiterated that in effective meetings, everyone gets an opportunity to speak without interruption. He touched on the differences between teleconference meetings and those where participants are physically present.

Mr. Macedo pointed out that to accomplish things, there must be the ability to do big things with a small group. It is imperative to work collaboratively both internally and externally, and the Board and staff must be together.

*Value: Trustworthy. Committed to earn respect.*

- This Board is committed and will work out the drought together (Hayes)
- Consistency, trust, and respect is achieved through thousands of micro actions and micro conversations (Sassaman)

*Value: Innovative. Proactive and effective problem-solvers.*

*Value: Driven. Passionate and empowered leaders.*

- This Board has passion, and everyone needs to be able to bring their piece to it (Sassaman)

*Vision: Our vision for the future is a Diverse, Equitable, and Resilient Water Supply and Healthy Watershed for Future Generations.*

- Resilient
- Don't give up
- Adapt to changing conditions

Mr. Sassaman advised that having this vision at the forefront of every point of business that Valley District does is a big deal.

What does it mean to be a professional? Mr. Sassaman told the Board that Valley District has a first class, professional staff. He noted that this is a great place to start on a personal development plan.

Mr. Sassaman referenced Steven Covey's quadrant model and asked about the Board's work. Directors indicated that this Board works between planning and crisis mode and acknowledged that it is important to manage and plan for the crises.

Mr. Sassaman noted it is an election year, the makeup of the Board may change, and there is a short period of time to work through the issue with the strategic plan and set it up for success. It is a living, breathing document, looking out five to 10 years, and it must assure that the staff has clear priorities to achieve the Board's vision.

He steered the conversation to priorities and emphasized the regulation of distress. He noted that if the Board is operating in Quadrant 1, that is not the place to get the best decisions. He reminded that there are some things that the staff have to do:

- Daily operations
- Tactical actions
- Technical activities
- Action plans
- Publicity
- Planning bi-monthly meetings
- Staffing

The strategic plan includes parts at 30,000-foot level, and parts at ground level, Mr. Sassaman said. He advised that people need to know the “why,” then will give their best effort. He advised to give staff key tasks, boundaries, and a measure / standard for success but not to tell them how to achieve the result. Coaching and education will bring the person along and achieve the result, he said.

Mr. Sassaman drew attention to the Board’s personality profiles from the last meeting. He tasked them to think about their own profile, then have an eye toward others’. Understand everyone’s position clearly before taking an issue to a vote, he said. He suggested sharing the profile with others to let them know.

Mr. Sassaman steered the discussion to communications and advised of the following components of a message:

- Words = 7 percent
- Tone = 35 percent
- Body language = 42 percent
- Words matter, but it is five times more important how it is said, than what is said

Mr. Sassaman led an exercise in personal communications and discussed body language and facial expression.

- Be present, here now and give it your full attention



- A phone on the table, even if off, is a distraction
- Never have a serious discussion in the car, side by side allows less kindness or patience
- Texting and Zooming is inauthentic and lacks accountability
- Humans are designed to read facial expressions in 3D, and sometimes voices are slightly different over the network.
- The level of misinterpretation escalates
- There are numerous ethnicities in the area; have cultural sensitivity
- Monitoring your own presentation is important
- The Board is always in front of an audience

Mr. Sassaman led a communication exercise and encouraged all to think about emotions when communicating.

Mr. Sassaman showed a video, and the group discussed the problem-solving activity. Director Longville noted that teams work best when coming together to solve a crisis. Director Harrison commented that the meeting went from chaos to purpose.

Mr. Sassaman advised that people must do the 10,000 hours of work to be prepared. Take a step back, pull out of the weeds, and do the work for the bigger picture. Ms. Dyer added that a group cannot keep doing the same thing as in the past, because future conditions are not the same.

Sometimes, the message will be messy, Mr. Sassaman stated. Wherever it is coming from, the Board must wade through and determine the core point. Take advantage of the diversity of the Board, and the diversity of thought and ideas to come up with the innovative and creative solution, he advised.

#### Characteristics of the best teams

- Brilliant leadership / sees the whole picture and has the courage to make progress (Longville)
- Gave energy / exhilarating (Dyer)
- Comfort with disagreement and challenge (Hayes)

- Disagreements but unified outcome (Harrison)

Mr. Sassaman encouraged the Board to start with baby steps to get back to the best team. Director Botello pointed out that there have been occasions of non-unity after a decision. Mr. Sassaman cautioned against sabotage of the governing body of which each director is a part. Director Harrison noted it is not just the governing body, it is sabotage of the organization. Mr. Sassaman encouraged a cooling off period. “We take care of the messiness here, and we are all on the same page when we go out there,” he stressed. Take a step back and remember the best interest of Valley District, its 700,000 customers and future generations, he said.

Mr. Sassaman reminded that based on the profiles, this Board is challenged. It is a strong in details, strong in accomplishment, creative, innovative, and problem-solving group, but does not necessarily like to talk to each other, he noted. The Board discussed the limitations on authentic discussion in open meetings. The District is one vote, either in favor or against something, Ms. Dyer pointed out.

The Board further discussed some differing opinions and statements, and resolution of issues. Mr. Sassaman pointed out that respect is one of the stated values, and again advised to take baby steps in building relationships. He noted that progress is being made.

The Board reviewed an exercise ranking issues, which revealed the lowest ranking issues as absence of trust and avoidance of accountability. Mr. Sassaman indicated this may be due to the length of time the Board has worked together – just 1.5 years. He referred to the micro-conversations and micro-actions to build trust and pointed to the importance of differences of opinion. Everyone matters, he reiterated.

- Address the issues when they are small, before they become large
- Hold yourselves accountable
- Each time the Board is together in this setting, it gets better
- When a mistake is made, apologize
- Operating leadership principles are the same at home and at the office
- Get a little bit better every day
- Add the process of formality / discipline / structure

Director Longville suggested implementing a process to allow a director to bring forward a concept, and the Board members shared views on the procedure.

Mr. Sassaman explained three characteristics of the ideal team player: humble, hungry and smart.

Mr. Sassaman led a team synergy exercise and assigned the directors to enter in their personal journal the one thing for which they can be held accountable that will make the group better, and how to better build trust.

The participants shared their greatest takeaways from the session. The workshops are only 10 percent of the work, Mr. Sassaman stated. Follow up includes coaching, mentoring, and encouraging each other, and putting the lessons into practice.

#### **4. Adjournment**

#### **Staff Recommendation**

Receive and File



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**DATE:** March 15, 2022  
**TO:** Board of Directors  
**FROM:** Staff  
**SUBJECT:** Summary of Board of Directors Workshop – Strategic Plan and Goal Setting - February 23, 2022

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The Board of Directors Workshop convened on February 23, 2022. President Kielhold chaired the meeting.

Directors Present: President Kielhold, Vice President Hayes, Director Botello, Director Harrison, and Director Longville.

**Staff Present:**

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager  
Wen B. Huang, PE, MS – Deputy General Manager/Chief Engineer  
Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board  
Cindy Saks, CPA – Deputy General Manager/Chief Financial Officer  
Bob Tincher, PE, MS – Deputy General Manager/Chief Water Resources Officer  
Melissa Zoba, MBA, MPA – Chief Information Officer

Kristeen Farlow, MPA – Strategic Communications Manager  
Anthony Flordelis – Business Systems Analyst  
Adekunle Ojo, MPA – Water Resources Manager  
Karen Resendez, MA - Human Resources/Risk Manager  
Shavonne Turner, MPA – Water Conservation Program Manager

**Consultant:**

Jeff Szytel, WSC  
Haili Matsukawa, WSC

**1. Introductions.**

None.

## **2. Public Comment.**

President Kielhold invited public comment. There was none.

## **3. Discuss Consideration of Strategic Plan and Goal Setting.**

President Kielhold explained goals are part of the Strategic Plan, and this is a goal setting workshop. The first portion of the meeting is to come to agreement on the plan, he stated. He recommended the Board consider refraining from broadcasting varied opinions.

Haili Matsukawa reminded the Board about the foundational work done on the Strategic Plan and outlined the workshop activities.

### Values

Ms. Matsukawa began with an exercise on District values. Each participant shared an example to the team living the values.

### Board Leadership

Chief Executive Officer/General Manager Heather Dyer noted that to assure the GM is trustworthy with the Board, it is necessary to address things that are uncomfortable. She recalled the lesson on extreme ownership from the recent leadership workshop with Nate Sassaman and related it to the current status of the Strategic Plan. All need to take responsibility and figure out how to move on, she noted.

### Strategic Elements

The content of the Plan sets this Board apart and gives the region a vision to achieve, and the team is dedicated and passionate about doing the right thing and serving the people, Ms. Dyer advised.

Jeff Szytel indicated he had heard about the recent disagreement on the Board and expressed surprise in the failure of adoption of the strategic plan, as everyone had worked so hard. However, where there were gaps, they can be filled; where there were misunderstandings, they can be cleared up, he noted. He recalled feedback regarding whether the Strategic Plan was sufficient as it did not include goals and objectives, which seems to be the core issue. The document includes the core foundational elements / strategic components of mission, vision, values, priorities, and strategies, he noted. Goals

and actions are more tactical and specific, regularly revisited and updated, Mr. Szytel added. Together, these are the Strategic Plan components, he said, and encouraged the Board to view the foundation as setting the stage for all the work that follows, and recommended adopting the document, then moving forward in the process with goal setting and working through the specifics with staff.

Directors commented on the dissent surrounding the vote on the Strategic Plan document.

Ms. Dyer presented a compromise to the document with minimal changes. She noted the strategies listed in the plan are the desired results, and suggested they be relabeled goals (Achieve climate resilience, drive science-based decision making, etc.). Objectives will come next, she noted, with focus on how the plan is intended to be used. Mr. Szytel disagreed, and advocated that they are strategies, not goals. They are insufficient and not specific enough to guide tactical decisions day to day, or to run projects and programs.

Directors offered comments and Mr. Szytel reminded that the Strategic Plan is a living document, and this foundation is a long-lasting part serving as a guide for decision making. On a regular basis, with a shorter life of two to three years, goals and actions are set, which is the opportunity to set desired measurable outcomes, he said. He suggested the Plan be viewed as having multiple points to allow a broader step for consideration. Making some of the suggested edits, then adding how it works in concert with a more frequent goals and action plan, might be a path forward, he noted.

Mr. Szytel redirected discussion to focus on the District's needs. Ms. Dyer explained anticipated uses of the document at staff level and suggested two companion documents. The foundation document features the message, and the companion document would include goals and actions.

Director Botello spoke on the importance of understanding District culture, values, and mission to influence decision making, and the need for this guiding document. President Kielhold queried about moving forward with a split decision. Directors offered comments. Mr. Szytel pointed out an opportunity to improve this document by adding how it works in concert with the other plans, how these elements are supportive of the goals section, and how it fits the business, he stated. When it comes to the goals and actions, those are the purview of expert staff, he pointed out; staff would bring back the action plan back to the Board for consideration. Vice President Hayes pointed out that the Board has varied expertise and provides input.

Ms. Matsukawa explained the process for development of the action plan. President Kielhold polled the Board and input was provided on the Strategic Plan document.

Director Harrison moved that the Strategic Plan should be the foundation document and the inside front cover should include the triangle graphic with the Strategic Plan: Foundations and Goals & Actions.

**Action Item(s):**

The Board of Directors accepted the Strategic Plan document move forward with the amendments as outlined by Director Harrison by the following roll-call vote:

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

Goal Setting

Ms. Matsukawa introduced the goal-setting session, with focus on goals (desired outcome) and objectives (how to achieve the goal) related to strategies requiring the Board's participation. She provided a primer on SMART goals (Specific, Measurable, Attainable, Relevant and Time-Bound).

Strategy #6: Commit to effective governance through Board leadership development

What defines effective governance?

- Every member of the leadership team feels they are being heard
- Know who are the customers and be here for the benefit of the agency, its mission and its 700,000 people, not because of personal agenda, passion, or money
- Striving to get it right
- Avoid groupthink and bring value as an elected Board
- Challenge one another
- Be prepared and be effective
- Respect difference of opinion and be grounded in service to the ratepayers
- Be cognizant of how image is projected
- Interact with staff from a place of respect and building trust
- Board-staff team with respective roles

- Clearly define/understand who is the customer (retailers, taxpayers)
- Service to present and future generations
- Do the job that needs to be done, and do it well and fairly
- Manage the resource and set the standard for future generations
- Change in concept of customer, move to holistic concept
- Be transformative at local, state, and national level
- Dual objectives: State Water Contractor (narrow mandate) and municipal water district (broad mandate)
- Clarity in message
- Financial equity
- Commitment to understanding of disadvantaged communities

The Board held discussion on customer identification and messaging, and relationship to property tax billing.

What is the desired outcome of the strategy (Goal)?

Mr. Szytel directed discussion to leadership development within the context of the strategy.

- Each Board member has issues or strengths, and leadership development must encourage each to reach their fullest potential in those issues to which they are committed
- Teams work best when each member is respected and heard
- Each member allowed to make progress on those issues of importance to them with the support of the others; be transparent
- Empower each Board member to work to their strengths, understanding those strengths
- Learning from each other, ultimately growing together to reach consensus more easily
- Challenge and improve your weaknesses
- Learning through shared experience (investment in training)
- A win for one is a win for all
- Cultural intelligence / awareness
- Transparent with each other / share information / no surprises
- Onboarding / transition /communication / succession planning
- Continuing leadership training / commitment to a culture of learning
- Board members engaged and coordinated to complement each other



- Opportunities for community members to understand and become engaged with the District / community education
- Bite-size lessons about the District

Mr. Szytel returned focus to Strategy #6: Commit to effective governance through Board leadership development.

Ms. Matsukawa identified the main themes and introduced the work on objectives provided by staff. Through discussion, items were added.

1. Cohesion through Board changes
  - a. Establish a community watershed academy to educate and inspire the next generation of water leaders in partnership with retail agencies and community groups
  - b. Develop a network for the next generation of Directors that could serve on various Boards in our region
  - c. Develop and implement a comprehensive onboard date experience and resources guide for new directors
2. Culture of learning and continuous improvement
  - a. Develop and implement organization learning and education plan for each director including common and specialized topics
  - b. Develop and implement coordinated industry engagement plans for each director
  - c. Evaluate, engage, and understand the communities and retailers to know and represent them, and have them know and understand Valley District
  - d. Training be ongoing and include state-level opportunities
  - e. Facilities tours for new directors include the veteran directors
  - f. Provide cultural intelligence training for the Board
  - g. Leadership training and continuous equitable evaluation and knowledge of all communities served
  - h. Continual challenge
3. Provide a forum for individual directors to share a report out on individual activities and engagement
4. Provide opportunities for directors to engage the General Manager on specific topics outside of the public session
  - a. Individual leadership development training for directors and executive team

- b. Identifying individual strengths and weaknesses
  - c. Accountability
5. Regularly scheduling team building and shared experiences

Directors agreed this is a good start. Mr. Szytel led the Board in discussion on accountability and trust, which were identified in the last workshop as weaknesses of the Board.

Director Harrison redirected the conversation back to the objectives and offered comments. Detail on the purpose and activities of the leadership academy were discussed.

WSC consultants will work with staff to refine the goals.

Water Resources Manager Adekunle Ojo presented an update on the Climate Adaptation and Resiliency Action Plan (CARP), which is an offshoot of the Strategic Plan. He outlined the current status and coming steps and assured the Board of their coming involvement. Guiding principles will come from the Strategic Plan, he noted. In response to President Kielhold, Mr. Ojo advised that the project is taking longer than anticipated due to work required on the Watershed Connect activity. Director Longville pointed out various mitigation measures including carbon sequestration. Mr. Ojo indicated that the experts in the process will identify solutions.

Ms. Dyer advised that the District's addressing of climate change impacts to our system and resources will be policy-level decision-making to determine where efforts should be made. Mr. Szytel added that this is a starting point; there is not yet complete information available, and it will be important that as more information is gained through development of the CARP the Board will be able to weigh in in different ways.

Director Longville advised that she had joined the Board of Directors of the Climate Center and serves as their water management expert.

The Board members identified climate resiliency as:

- Reducing future climate change impacts and the District's carbon footprint
- Taking advantage of financial incentives to protect our facilities/systems
- Looking at the service area as a place that has the capacity to sequester carbon through nature-based activities
- Recovery from climate impacts and mitigation of risk
- Education
- Positioning the District to be able to adapt to any unknown condition

- Ability to maintain the mission in a changing climate
- Staying true to and not losing sight of the mission
- Adding tools to the toolbox to address climate change and complete the mission

Outcomes, actions, and policies to equip staff to deliver will depend on the outcome of the CARP, Mr. Szytel said. General Manager Heather Dyer requested further guidance from the Board.

Vice President Hayes suggested a climate committee. Director Harrison suggested staff provide a list of conversation starter questions. The Board suggested:

- Use of technology
- Long range planning
- Goal of carbon neutrality
- Consider cost / benefit

Mr. Szytel outlined next steps:

- Revise the Strategic Plan: Foundation per Board direction
- Draft goals and objectives for Strategy #6
- Draft goal framework for Strategy #1
- Adopt the Strategic Plan
- Staff will continue development of draft goals and objectives for Strategies 2, 3, 4, and 5 for Board input and review
- Receive feedback and incorporate into a full action plan

The Strategic Plan is a living plan, Mr. Szytel reminded. It is a long-lasting document. Staff will regularly develop and update goals and actions for Board input and review, consistent with the District's planning cycle, he said.

President Kielhold thanked all for their efforts. He noted the need for wide-ranging conversation, but said he appreciated the focus. Mr. Dyer thanked the Board and indicated satisfaction with the outcome. She suggested engagement of Nathan Sassaman for additional workshops.

The group shared personal stories.

#### **4. Adjournment**

**Staff Recommendation**

Receive and File

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

	GIL BOTELLO	MILFORD HARRISON	JUNE HAYES	PAUL KIELHOLD	SUSAN LONGVILLE
<b>DIRECTOR COMPENSATION - JANUARY MEETINGS</b>	2,990.00	2,990.00	2,392.00	2,093.00	2,990.00
<b>EXPENDITURES / REIMBURSEMENTS</b>					
<b>EDUCATION</b>					
ASSOCIATION OF S.B. COUNTY SPECIAL DISTRICT ASSN	37.00	32.00			37.00
2022 CALIFORNIA ENVIRONMENTAL ASSEMBLY MEETING					25.00
<b>TRAVEL</b>					
MILEAGE REIMBURSEMENT - MEETINGS OUTSIDE DISTRICT SERVICE AREA					
MILEAGE REIMBURSEMENT - MEETINGS WITHIN DISTRICT SERVICE AREA					
<b>MEALS</b>					
<b>LODGING</b>					
<b>ADMINISTRATIVE</b>					

*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

Month Reporting Activity February 2022

Director's Name **Gil J. Botello (1of 2)**

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 02/01/2022	Assigned Committee Mtg	SAWPA PA-24	\$0	
2 02/01/2022	Valley District Board Mtg 1	Valley District	\$299	
3 02/01/2022	Assigned Committee Mtg	Yucaipa Valley Financing Authority	\$0	
4 02/02/2022	Assigned Committee Mtg	WIFIA	\$0	
5 02/03/2022	Workshop - Resources	Valley District	\$299	
6 02/07/2022	Other	BTAC	\$0	
7 02/08/2022	Workshop - Engineering	Valley District	\$299	
8 02/08/2022	Assigned Committee Mtg	ACWA Business Development	\$0	
9 02/09/2022	Other	WSC Branding Workshop	\$299	
10 02/10/2022	Workshop - Policy	Valley District	\$299	
11 02/10/2022	Conference with General Manager	Meet and Greet with Eric Ustation-San Manuel Inter-Governmental Director	\$0	
12 02/11/2022	Conference with General Manager	Board Leadership Development	\$299	
13 02/15/2022	Valley District Board Mtg 2	Valley District	\$299	
14 02/15/2022	Other	SBMWD Water Town Hall	\$0	
15 02/15/2022	Assigned Committee Mtg	Yucaipa Valley Financing Authority	\$0	
<b>Total Requested Compensation</b>			<b>\$ 2,093.00</b>	

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.

Date: 03/03/2022

Signed: \_\_\_\_\_



# Director's Activity Report

Month Reporting Activity February 2022

Director's Name **Gil J. Botello (2of2)**

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 02/16/2022	Other	Upper Santa Ana River Water Forum	\$299	
2 02/16/2022	Other	SB City Council Meeting	\$0	
3 02/17/2022	Conference with General Manager	Board Leadership Development	\$299	
4 02/17/2022	Other	Tour of Sterling Waste Water Facility	\$0	
5 02/17/2022	Other	League of Cities quarterly IE meeting SBIA	\$0	
6 02/23/2022	Conference with General Manager	Special Workshop on Board Goal Setting with WSC	\$299	
7 02/24/2022	Facilities Tour	Weaver Basin Ground Breaking	\$0	
8 02/28/2022	Other	ASBCSD	\$0	
9	Select from List		Per diem?	
10	Select from List		Per diem?	
11	Select from List		Per diem?	
12	Select from List		Per diem?	
13	Select from List		Per diem?	
14	Select from List		Per diem?	
15	Select from List		Per diem?	
<b>Total Requested Compensation</b>			<b>\$ 897.00</b>	

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.

Date: 03/03/2022

Signed: \_\_\_\_\_



# Director Request for Compensation & Public Disclosure Form

Month Reporting Activity FEBRUARY 2022

Director's Name T. Milford Harrison

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 02/01/2022	Valley District Board Mtg 1	POSTED AGENDA	\$299	
2 02/02/2022	Assigned Committee Mtg	WIFA POSTED AGENDA	\$299	
3 02/03/2022	Workshop - Resources	POSTED AGENDA	\$299	
4 02/04/2022	Assigned Committee Mtg	NHCP GOV. RELATIONS	\$299	
5 02/07/2022	SBVMWD BTAC	POSTED AGENDA	\$299	
6 02/08/2022	Workshop - Engineering	POSTED AGENDA	\$299	
7 02/09/2022	SBV Water Conservation District Mtg	POSTED AGENDA	\$299	
8 02/10/2022	Workshop - Policy	POSTED AGENDA	\$299	
9 02/11/2022	SBVMWD BOARD RETREAT	POSTED AGENDA	\$299	
10 02/14/2022	GROUNDWATER COUNCIL	POSTED AGENDA	\$299	
11 02/15/2022	Valley District Board Mtg 2	POSTED AGENDA	Per diem?	
12 02/16/2022	UPPER SANTA ANA LUNCH CONF.	COMMUNITY EVENT	Per diem?	
13 02/17/2022	BOARD RETREAT	POSTED AGENDA	Per diem?	
14 02/21/2022	CSDA Mtg	ASBCSD DINNER MEETING	Per diem?	
15 02/23/2022	BOARD WORKSHOP	STRATEGIC PLAN GOAL SETTING	Per diem?	
<b>Total Requested Compensation</b>			<b>\$ 2,990.00</b>	<b>\$ 0.00</b>

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: 2022.02.27 18:27:09 -08'00'

Signed: **T. MILFORD HARRISON**

Date: **02/27/2022**





# Director's Activity Report

Month Reporting Activity February 2022 p1/2

Director's Name JUNE HAYES

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 02/01/2022	SAWPA Mtg		\$0	
2 02/01/2022	Valley District Board Mtg 1		\$299	
3 02/03/2022	Workshop - Resources		\$299	
4 02/03/2022	Retail Agency Board Meeting	WWWD	\$0	
5 02/04/2022	Other	WACO	\$299	
6 02/07/2022	Other	BTAC	\$299	
7 02/08/2022	Workshop - Engineering		\$299	
8 02/09/2022	Other	Branding workshop	\$299	
9 02/10/2022	Workshop - Policy		\$299	
10 02/11/2022	Other	Leadership workshop	\$299	
11 02/15/2022	SAWPA Mtg		\$0	
12 02/15/2022	Valley District Board Mtg 2		\$299	
13 02/16/2022	Other	Water Forum	\$299	
14 02/17/2022	Other	Leadership workshop	\$0	
15 02/17/2022	Retail Agency Board Meeting	WWWD	\$0	
<b>Total Requested Compensation</b>			<b>\$ 2,990.00</b>	

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: June D Hayes

Digitally signed by June D Hayes  
Date: 2022.02.26 07:58:35 -08'00'

Date: 02/26/2022



# Director's Activity Report

Month Reporting Activity February 2022 p2/2

Director's Name JUNE HAYES

	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	02/23/2022	Other	Strategic planning workshop	\$0	
2	02/24/2022	Other	Weaver Basin Ground breaking	\$0	
3		Select from List		Per diem?	
4		Select from List		Per diem?	
5		Select from List		Per diem?	
6		Select from List		Per diem?	
7		Select from List		Per diem?	
8		Select from List		Per diem?	
9		Select from List		Per diem?	
10		Select from List		Per diem?	
11		Select from List		Per diem?	
12		Select from List		Per diem?	
13		Select from List		Per diem?	
14		Select from List		Per diem?	
15		Select from List		Per diem?	
<b>Total Requested Compensation</b>					

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: June D Hayes

Digitally signed by June D Hayes  
Date: 2022.02.26 07:57:54 -08'00'

Date: 02/26/2022



## Director's Activity Report

Month Reporting Activity February 2022

Director's Name Paul Kielhold

	Date	Meeting/Activity Description	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)	Explanation	Max 10/month	Travel Cost Estimate (Staff)
1	02/01/2022	Valley District Board Mtg 1			\$299	
2	02/01/2022	SAWPA Mtg	PA 23		\$0	
3	02/01/2022	Assigned Committee Mtg	YVWD FA		\$0	
4	02/02/2022	Assigned Committee Mtg	USAR WIFA		\$0	
5	02/08/2022	Conference with General Manager	Performance Evaluation		\$0	
6	02/08/2022	Workshop - Engineering			\$299	
7	02/09/2022	Other	Workshop - Branding		\$299	
8	02/10/2022	Workshop - Policy			\$299	
9	02/11/2022	Other	Workshop - Leadership		\$299	
10	02/15/2022	Mutual or Local Water Co. Shareholder	BVMWC Shareholder Meeting		\$0	
11	02/15/2022	Valley District Board Mtg 2			\$299	
12	02/15/2022	Assigned Committee Mtg	YVWD FA		\$0	
13	02/16/2022	Other	USAR Water Forum		\$299	
14	02/14/2022	San Geronio Pass Water Agency Mtg			\$299	
15	02/17/2022	Other	Workshop - Leadership		\$299	
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.

*Paul Kielhold*

Signed: \_\_\_\_\_ Date: 02/21/2022



## Director's Activity Report

Director's Name Paul Kielhold

Month Reporting Activity February 2022

	Date	Meeting/Activity Description	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)	Explanation	Max 10/month	Travel Cost Estimate (Staff)
1	02/23/2022	Other	Workshop - Strategic Plan, Goal Setting		\$299	
2	02/24/2022	Other	Weaver Basins Ceremony		\$0	
3					\$0	
4					\$0	
5					\$0	
6					\$0	
7					\$0	
8					\$0	
9					\$0	
10					\$0	
11					\$0	
12					\$0	
13					\$0	
14					\$0	
15					\$0	
<b>Total Requested Compensation</b>					<b>\$ 299.00</b>	<b>\$ 0.00</b>

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.

*Paul Kielhold*

Date: 02/21/2022

Signed: \_\_\_\_\_



# Director Request for Compensation & Public Disclosure Form

Director's Name **Susan Longville**  Month Reporting Activity **2/28/22**

Date	Meeting/Activity Description	Explanation	Max 10/month	Travel Cost Estimate (Staff)
1 02/02/2022	Valley District Board Mtg 1	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)	\$299	
2 02/03/2022	Workshop - Resources		\$299	
3 02/07/2022	Other	Zoom attendance at Basin Technical Advisory Committee Meeting	\$0	
4 02/08/2022	Workshop - Engineering		\$299	
5 02/09/2022	Other	Branding Workshop for Directors in person at District	\$299	
6 02/10/2022	Workshop - Policy		\$299	
7 02/12/2022	Other	Zoom presentation by former Chair of SWRCB Felicia Marcus to League of Women Voters of Santa Clara County on "California Water: Over-promised, over-delivered, Solutions?"	\$0	
8 02/14/2022	Other	Zoom attendance at Groundwater Council Meeting	\$0	
9 02/15/2022	Valley District Board Mtg 2		\$299	
10 02/16/2022	Other	Attended Director Kielhold's Water Forum held at Yucaipa Valley Crystal Creek Treatment Plant	\$299	
11 02/17/2022	Other	Attended Board Leadership Development Workshop in person at District	\$299	
12 02/22/2022	Other	Zoom attendance at California Natural Resources Agency Secretary Wade Crowfoot Speaker Series: "Using Natural and Working Lands" for climate change resilience	\$0	
13 02/23/2022	Other	Board Strategic Goals Development Retreat at Yucaipa Valley Golf Club	\$299	
14 02/24/2022	Other	Attended Weaver Basins Dedication Event in person	\$299	
15	Select from List		Per diem?	
<b>Total Requested Compensation</b>				

\$2999

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: 3-6-22



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

RECOMMENDATION:

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

STATE WATER CONTRACT FUND	\$ 2,549,687.00
DEVIL CANYON / CASTAIC FUND	\$ 113,552.00
GENERAL FUND	\$ 41,969,648.78

**STATE WATER CONTRACT FUND**  
**Profit & Loss**  
**February 2022**

	<u>Feb 22</u>
<b>Income</b>	
4920 · INVESTMENT INCOME	(1,054,791.16)
4966 · PROPERTY TAXES	<u>4,458,909.77</u>
<b>Total Income</b>	3,404,118.61
<b>Expense</b>	
6410 · STATE WATER CONTRACTOR FEES	9,661.00
6610 · MINIMUM OMP&R TRANSPORTATION	1,587,775.00
6615 · MINIMUM OMP&R DELTA	497,870.00
6620 · VARIABLE	427,625.00
6630 · OFF AQUEDUCT VARIABLE	8,805.00
6635 · EAST BRANCH ENLARGEMENT	<u>17,951.00</u>
<b>Total Expense</b>	<u>2,549,687.00</u>
<b>Net Income</b>	<u><u>854,431.61</u></u>

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

	<u>Jul '21 - Feb 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
4920 · INVESTMENT INCOME	(4,256,945.30)	1,416,000.00	(5,672,945.30)	(300.6)%
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	35,395,444.22	35,340,000.00	55,444.22	100.2%
<b>Total Income</b>	<u>56,582,972.09</u>	<u>57,229,000.00</u>	<u>(646,027.91)</u>	<u>98.9%</u>
<b>Expense</b>				
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	12,252,026.00	12,252,026.00	0.00	100.0%
6615 · MINIMUM OMP&R DELTA	3,672,481.00	3,672,481.00	0.00	100.0%
6620 · VARIABLE	4,429,103.00	6,570,000.00	(2,140,897.00)	67.4%
6625 · WATER SYSTEM REVENUE BOND	2,831,467.00	2,831,467.00	0.00	100.0%
6630 · OFF AQUEDUCT VARIABLE	30,818.00	30,818.00	0.00	100.0%
6635 · EAST BRANCH ENLARGEMENT	128,081.00	128,081.00	0.00	100.0%
6640 · EAST BRANCH EXTENSION	14,798,223.00	14,798,223.00	0.00	100.0%
6645 · TEHACHAPI 2ND AFTERBAY	133,037.00	133,037.00	0.00	100.0%
<b>Total Expense</b>	<u>47,307,424.84</u>	<u>49,393,368.00</u>	<u>(2,085,943.16)</u>	<u>95.8%</u>
<b>Net Income</b>	<u><u>9,275,547.25</u></u>	<u><u>7,835,632.00</u></u>	<u><u>1,439,915.25</u></u>	<u><u>118.4%</u></u>



**DEVIL CANYON/CASTAIC**  
**Profit & Loss**  
**February 2022**

	<u>Feb 22</u>
<b>Income</b>	
4966 · PROPERTY TAXES	137,904.43
<b>Total Income</b>	<u>137,904.43</u>
<b>Gross Profit</b>	137,904.43
<b>Expense</b>	
6601 · OMP&R	113,552.00
<b>Total Expense</b>	<u>113,552.00</u>
<b>Net Income</b>	<u><u>24,352.43</u></u>

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

	<u>Jul '21 - Feb 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
<b>4920 · INVESTMENT INCOME</b>	9,061.69	16,375.00	(7,313.31)	55.3%
<b>4966 · PROPERTY TAXES</b>	1,105,119.92	1,101,734.00	3,385.92	100.3%
<b>Total Income</b>	<u>1,114,181.61</u>	<u>1,118,109.00</u>	<u>(3,927.39)</u>	<u>99.6%</u>
<b>Gross Profit</b>	1,114,181.61	1,118,109.00	(3,927.39)	99.6%
<b>Expense</b>				
<b>6435 · ADMINISTRATIVE FEE</b>	95,900.00	95,000.00	900.00	100.9%
<b>6601 · OMP&amp;R</b>	855,974.00	855,974.00	0.00	100.0%
<b>6610 · DEBT SERVICE</b>	609,391.00	609,391.00	0.00	100.0%
<b>Total Expense</b>	<u>1,561,265.00</u>	<u>1,560,365.00</u>	<u>900.00</u>	<u>100.1%</u>
<b>Net Income</b>	<u><u>(447,083.39)</u></u>	<u><u>(442,256.00)</u></u>	<u><u>(4,827.39)</u></u>	<u><u>101.1%</u></u>

**SAN BERNARDINO VALLEY MWD GENERAL FUND**

**Profit & Loss**

February 2022

	<u>Feb 22</u>
<b>Income</b>	
4900 · WATER SALES	66,789.40
4920 · INVESTMENT INCOME	-231,284.42
4929 · BASELINE FEEDER CAP. CONTRIB.	44,204.35
4950 · OTHER INCOME	949,774.24
4966 · S.B. CO TAXES	319,663.15
4977 · RIVERSIDE CO TAXES	14,978.00
<b>Total Income</b>	<u>1,164,124.72</u>
<b>Expense</b>	
6100 · SALARIES	349,784.59
6110 · OVERTIME	4,075.30
6120 · DIRECTORS FEES	13,455.00
6130 · PERS RETIREMENT	64,381.93
6140 · PAYROLL TAXES	28,196.49
6150 · HEALTH INSURANCE	134,277.72
6160 · DENTAL INSURANCE	10,050.00
6170 · VISION, DISABILITY AND LIFE INS	3,773.26
6200 · HEALTH/DEPENDENT CARE PLAN	10,025.61
6240 · PIPELINE CONTROL SYSTEM	7,548.63
6250 · OFFICE EQUIPMENT	12,060.05
6280 · FIELD IMPROVEMENTS	7,577,981.92
6295 · PURCHASED WATER	623,461.43
6320 · HOUSE COUNSEL	31,263.02
6330 · SPECIAL COUNSEL	36,718.99
6350 · USGS DATA	241,342.50
6360 · CONSULTANTS	180,375.19
6390 · SAWPA	125,717.55
6400 · VEHICLE EXPENSE	7,450.10
6410 · TRAVEL	304.09
6420 · MEALS & LODGING	2,043.78
6450 · WATERSTOCK ASSESSMENT	122.27
6460 · UTILITIES/COMMUNICATIONS	69,387.33
6470 · MAINTENANCE & REPAIRS	61,137.50
6480 · OFFICE EXPENSE	3,532.59
6490 · FIELD SUPPLIES	1,403.24
6500 · EDUCATION AND TRAINING	2,472.75
6530 · BANK CHARGES-TRUSTEE FEES	2,370.00
6540 · YUCAIPA LAKES	16.23
6560 · LIBRARY	0.00
6570 · POSTAGE	256.38
6580 · DUES & SUBSCRIPTIONS	16,379.23
6600 · TAXES & LICENSES	5,906.00
6640 · WATER CONSERVATION & EDUCATION	11,413.46
6645 · EXTERNAL AFFAIRS/STRATEGIC COMM	6,540.00
6650 · PUBLIC NOTICES	268.40
6690 · EMERGENCY PREPAREDNESS	5,921.58
6760 · LAND / PROPERTY PURCHASE	32,243,907.21
6780 · ENVIRONMENTAL / HCP	61,153.13
<b>Total Expense</b>	<u>41,956,474.45</u>
<b>Net Income</b>	<u><u>-40,792,349.73</u></u>

**SAN BERNARDINO VALLEY MWD GENERAL FUND**

**Profit & Loss Budget vs. Actual**

July 2021 through February 2022

	Jul '21 - Feb 22	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
4900 · WATER SALES	3,455,979.71	4,294,000.00	(838,020.29)	80.5%
4920 · INVESTMENT INCOME	(1,201,930.28)	960,000.00	(2,161,930.28)	(125.2)%
4925 · GRANT INCOME	987,451.62	987,000.00	451.62	100.0%
4929 · BASELINE FEEDER CAP. CONTRIB.	253,226.10	253,200.00	26.10	100.0%
4940 · SUCCESSOR AGENCY PASS THROUGH	4,156,070.45	3,200,000.00	956,070.45	129.9%
4950 · OTHER INCOME	2,049,850.60	2,047,500.00	2,350.60	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	6,721,770.14	6,685,000.00	36,770.14	100.6%
4977 · RIVERSIDE CO TAXES	140,464.82	140,300.00	164.82	100.1%
<b>Total Income</b>	19,893,584.02	21,794,000.00	(1,900,415.98)	91.3%
<b>Expense</b>				
6100 · SALARIES	2,705,703.18	2,706,000.00	(296.82)	100.0%
6110 · OVERTIME	31,126.75	35,000.00	(3,873.25)	88.9%
6120 · DIRECTORS FEES	113,620.00	119,600.00	(5,980.00)	95.0%
6130 · PERS RETIREMENT	870,859.24	878,000.00	(7,140.76)	99.2%
6137 · DEFERRED COMPENSATION EXPENSE	19,500.00	0.00	19,500.00	100.0%
6140 · PAYROLL TAXES	184,508.30	188,000.00	(3,491.70)	98.1%
6150 · HEALTH INSURANCE	542,116.86	570,000.00	(27,883.14)	95.1%
6160 · DENTAL INSURANCE	39,315.66	43,200.00	(3,884.34)	91.0%
6170 · VISION, DISABILITY AND LIFE INS	27,134.19	29,200.00	(2,065.81)	92.9%
6180 · WORKERS COMP INS	9,220.83	10,170.00	(949.17)	90.7%
6200 · HEALTH/DEPENDENT CARE PLAN	68,869.04	69,000.00	(130.96)	99.8%
6240 · PIPELINE CONTROL SYSTEM	113,737.17	113,750.00	(12.83)	100.0%
6250 · OFFICE EQUIPMENT	40,069.87	40,250.00	(180.13)	99.6%
6260 · VEHICLE REPLACEMENT	92,767.49	90,000.00	2,767.49	103.1%
6280 · FIELD IMPROVEMENTS	15,973,141.16	15,978,750.00	(5,608.84)	100.0%
6295 · PURCHASED WATER	1,460,623.47	1,463,000.00	(2,376.53)	99.8%
6320 · HOUSE COUNSEL	363,856.00	245,000.00	118,856.00	148.5%
6330 · SPECIAL COUNSEL	308,499.83	308,950.00	(450.17)	99.9%
6340 · WATERMASTER	9,867.00	10,250.00	(383.00)	96.3%
6350 · USGS DATA	1,002,235.50	1,004,000.00	(1,764.50)	99.8%
6360 · CONSULTANTS	1,959,541.85	1,960,000.00	(458.15)	100.0%
6380 · DISTRICT AUDIT	29,950.00	30,000.00	(50.00)	99.8%
6390 · SAWPA	1,471,237.05	1,471,500.00	(262.95)	100.0%
6400 · VEHICLE EXPENSE	69,370.08	71,000.00	(1,629.92)	97.7%
6410 · TRAVEL	5,460.93	5,500.00	(39.07)	99.3%
6420 · MEALS & LODGING	22,235.82	22,350.00	(114.18)	99.5%
6430 · LIABILITY INS	166,760.13	165,000.00	1,760.13	101.1%
6450 · WATERSTOCK ASSESSMENT	328.59	410.00	(81.41)	80.1%
6460 · UTILITIES/COMMUNICATIONS	799,441.44	799,500.00	(58.56)	100.0%
6470 · MAINTENANCE & REPAIRS	431,437.16	433,750.00	(2,312.84)	99.5%
6480 · OFFICE EXPENSE	31,518.30	38,000.00	(6,481.70)	82.9%
6490 · FIELD SUPPLIES	14,857.63	14,925.00	(67.37)	99.5%
6500 · EDUCATION AND TRAINING	58,718.94	58,750.00	(31.06)	99.9%
6530 · BANK CHARGES-TRUSTEE FEES	7,601.82	10,200.00	(2,598.18)	74.5%
6540 · YUCAIPA LAKES	4,314.32	4,400.00	(85.68)	98.1%
6560 · LIBRARY	13,279.25	13,300.00	(20.75)	99.8%
6570 · POSTAGE	2,255.26	2,940.00	(684.74)	76.7%
6580 · DUES & SUBSCRIPTIONS	158,113.38	158,600.00	(486.62)	99.7%
6600 · TAXES & LICENSES	91,480.75	91,750.00	(269.25)	99.7%
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	74,873.11	75,000.00	(126.89)	99.8%
6642 · SPONSORSHIPS	6,500.00	6,500.00	0.00	100.0%
6645 · EXTERNAL AFFAIRS/STRATEGIC COMM	34,887.91	35,000.00	(112.09)	99.7%
6650 · PUBLIC NOTICES	9,412.82	5,000.00	4,412.82	188.3%
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	56,754,566.23	25,400,000.00	31,354,566.23	223.4%
6780 · ENVIRONMENTAL / HCP	1,475,851.59	1,476,500.00	(648.41)	100.0%

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

	<u>Jul '21 - Feb 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	1,656.00	1,730.00	(74.00)	95.7%
<b>Total Expense</b>	<u>88,313,456.34</u>	<u>56,895,665.00</u>	<u>31,417,791.34</u>	<u>155.2%</u>
<b>Net Income</b>	<u><b>(68,419,872.32)</b></u>	<u><b>(35,101,665.00)</b></u>	<u><b>(33,318,207.32)</b></u>	<u><b>194.9%</b></u>

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
INVESTMENT SUMMARY  
FEBRUARY 28, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
<b>STATE WATER CONTRACT FUND</b>							
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%	3137EAF21
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	03/01/2022	250,000.00	11/27/2018	249,315.00	3.357%	437076BV3
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%	24422EYV6
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

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
INVESTMENT SUMMARY  
FEBRUARY 28, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
CORPORATE NOTE	BNY MELLON	05/15/2024	915,000.00	05/17/2021	914,048.40	0.585%	91324PEB4
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%	06051GKGG3
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	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	10/15/2022	300,000.00	10/31/2019	298,863.28	1.507%	912828YK0
US TREASURY NOTES	BNY MELLON	10/15/2022	2,500,000.00	12/02/2019	2,481,054.69	1.647%	912828YK0
US TREASURY NOTES	BNY MELLON	10/15/2022	2,100,000.00	12/04/2019	2,087,449.22	1.590%	912828YK0
US TREASURY NOTES	BNY MELLON	11/15/2022	1,100,000.00	11/21/2019	1,101,160.16	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
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

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
INVESTMENT SUMMARY  
FEBRUARY 28, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
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		880,859.85		880,859.85	0.050%	
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	53,677,134.55		53,677,134.55	0.278%	AT 2/28/22
CAMP	CAMP	DAILY	79,191,636.06		79,191,636.06	0.060%	AT 2/28/22
			<u>430,799,630.46</u>		<u>432,009,853.67</u>		
<b><u>DEVIL CANYON / CASTAIC FUND</u></b>							
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	<u>4,596,612.01</u>		<u>4,596,612.01</u>	0.278%	AT 2/28/22
<b><u>GENERAL FUND</u></b>							
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%	3137EAF2
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
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



**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
INVESTMENT SUMMARY  
FEBRUARY 28, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
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	03/16/2024	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%	24422EUV0
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	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	125,000.00	03/12/2020	128,183.59	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
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

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
INVESTMENT SUMMARY  
FEBRUARY 28, 2022**

INVESTMENT DESCRIPTION	INSTITUTION	MATURITY DATE	PAR VALUE	ISSUE DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
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	675,000.00	02/11/2022	668,671.88	1.823%	91282CDZ1
FIDELITY GOVERNMENT	BNY MELLON		269,266.69		269,266.69	0.050%	
LOCAL AGENCY INVESTMENT FUND	LAIF	DAILY	16,301,982.01		16,301,982.01	0.278%	AT 2/28/22
CAMP	CAMP	DAILY	2,160,643.47		2,160,643.47	0.060%	AT 2/28/22
			86,696,892.17		86,880,798.79		

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



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**DATE:** March 15, 2022  
**TO:** Board of Directors  
**FROM:** Bob Tincher, Chief Water Resources Officer/Deputy General Manager  
**SUBJECT:** State Water Project Report

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**Staff Recommendation**

Receive and file.

**Summary**

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

1. 2022 State Water Project Allocation
  - a. The allocation remains at 15%. The final allocation is issued in April.
2. State Water Contractors
  - a. Valley District is a member of the State Water Contractors (SWC), an association of 27 public water agencies that represents the legal, policy and regulatory interests of the State Water Project (SWP) contractors (Contractors) who are responsible for the capital, operations and maintenance costs of the SWP. The SWC acts as an “extension of staff” for Valley District and the other participating Contractors on a large variety of SWP issues.
  - b. Staff is actively engaged with the SWC on a regular basis. The SWC have developed a list of draft objectives for the upcoming fiscal year 2022-23 which is attached for your information.

3. Sites Reservoir

- a. The Sites Reservoir Project is on track. The most recent status report is attached for your information.

**Fiscal Impact**

None

**Attachments**

1. Sites Reservoir status report
2. Draft State Water Contractors objectives for fiscal year 2022-23

Table 1. Work Plan Key Deliverables				
Reporting Period: January 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	●	
<b>Water Right – Complete Protest Resolution Period and Resolve as Many Protests as Possible</b>	<b>May-2022</b>	<b>Dec-2022</b>	●	
Water Right – Receive Water Right Order and Permit	Sept-20	Oct-2023	●	
<b>Federal ESA – Receive Biological Opinions</b>	<b>Oct-2020</b>	<b>Dec-2022</b>	●	
<b>Section 106 – Final Programmatic Agreement</b>	<b>Sep-2020</b>	<b>Oct- 2022</b>	●	Ongoing meetings and coordination, draft PA in process of being finalized and sent out by Reclamation to signature and consulting parties.
<b>Section 106 – Programmatic Historic Properties Management Plan Development</b>	<b>Dec-2021</b>	<b>Dec-2022</b>	●	
<b>ITP – Construction ITP Issued</b>	<b>Sep-2020</b>	<b>Dec-2022</b>	●	
<b>ITP – Operations ITP Issued</b>	<b>Sep-2020</b>	<b>Dec-2022</b>	●	
<b>CWA 404/401 – Submit Final Permit Applications</b>	<b>Sep-2020</b>	<b>Oct-2022</b>	●	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	●	
<b>Develop Mitigation Acquisition Master Plan</b>	<b>Jan-2022</b>	<b>Dec-2022</b>	●	
<b>Final EIR/EIS – Complete</b>	<b>Dec-2021</b>	<b>Oct-2022</b>	●	

Table 1. Work Plan Key Deliverables				
Reporting Period: January 2022				
Deliverable	Start	Finish	Status	Notes, New Issues or Potential Impacts
<b>Certify Final EIR/EIS and approve preferred project and MMRP (30 day period for legal challenge)</b>	<b>Oct-2022</b>	<b>Dec-2022</b>	●	
<b>Approve Land Acquisition Master Plan and ROW Manual</b>	<b>Jan-2022</b>	<b>Dec 2022</b>	●	
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

**State Water Project Objectives for FY2023**

<b>Areas of Specific Focus for FY2023</b>	
<ul style="list-style-type: none"> <li>• Securing Long-Term SWP Financing</li> <li>• Completion of the Cost-Debt Service Reconciliation Project</li> <li>• Settlement of the WSRB Surcharge Claim</li> <li>• Energy Roadmap Adoption and Implementation</li> <li>• Delta Conveyance Project Planning</li> </ul>	<ul style="list-style-type: none"> <li>• Voluntary Agreements</li> <li>• Long-term Operations Re-consultation</li> <li>• Ongoing Drought Operations</li> <li>• Subsidence Funding</li> </ul>

<b>Topic</b>	<b>Description of Objective</b>	<b>Priority</b>	<b>SWC Assignment</b>
<b>Business Processes</b>			
SWP Budgets	Monitor and promote DWR's development and management of a SWP budget to minimize annual variances and optimize reasonable revenue requirements <ul style="list-style-type: none"> <li>• Process of Affordability Project (Forecast Budget Years 1-3)</li> <li>• Monitoring DWR's Position BCPs (SWC Reporting Dashboard on DWR's change to Authorized Positions)</li> </ul>	●	Lightle
SWP Financial Projections	Monitor and promote DWR's analysis, development and management of SWP's cost trends to maximize operational readiness at an optimal cost level ensuring long-term affordability <ul style="list-style-type: none"> <li>• Forecasting O&amp;M and Variable Projections</li> <li>• Process of Affordability Project (20 Year Forecast of O&amp;M, Capital, and Variable costs)</li> </ul>	●	Lightle
SWP Financial Resources, Revenue Requirements, and Investments	Monitor and assess DWR's State Water Project financial performance regarding operational goals, budgets, financial targets, and forecasts to maximize use of available revenues and optimize determination of revenue requirement <ul style="list-style-type: none"> <li>• Contract Extension Amendment including Cost Compression</li> <li>• Audit-Finance Committee Roadmap including Statement of Charges Workshops</li> </ul>	●	Lightle
SWRDS Capital Development and Investment in Capital Infrastructure	Monitor and assess DWR's State Water Project capital infrastructure goals, budgets, financial targets, and forecasts to maximize debt financing and investment ensuring stable and level capital revenue requirements <ul style="list-style-type: none"> <li>• Capital Financing/Funding Plan for SWRDS Facilities</li> <li>• Develop SRA and SSA Account Review Processes</li> </ul>	●	Lightle
SWP Business Process Control Activities and Environment	Monitor and promote DWR's internal control directives, activities and environment to minimize financial risk, ensure financial integrity and maintain reporting reliability <ul style="list-style-type: none"> <li>• GAAP Compliance Project, Audit Findings, Protest Items, and Audit Matrix Project</li> <li>• Cost-Debt Service Reconciliation Project</li> <li>• SWC SWP Financial Reporting Dashboards</li> <li>• SWC SWP Budget Reporting Dashboards (Translate DWR's divisional budgets to SOC estimates)</li> </ul>	●	Lightle
SWP Cash-flow	Monitor and promote DWR's development and management of a SWP cash-flow statement(s) and business process to ensure short-term and long-term SWP cash availability regardless of project purpose <ul style="list-style-type: none"> <li>• Review Quarterly Cash-flow Report</li> </ul>	○	Lightle
<b>Energy</b>			
SB 49 Report	Collaborate with DWR to brief stakeholders on the content of the report and advocate for appropriate sources of funding for identified tracks.	●	Young

**State Water Project Objectives for FY2023**

Topic	Description of Objective	Priority	SWC Assignment
SWP Energy Roadmap	Co-develop, with DWR a strategic plan known as the "Energy Roadmap" to develop energy policy principles for SWP investment and operational strategies.	●	Young
Energy Legislation	Work with SWC consultants and DWR to identify, review and coordinate action on legislation that could impact SWP operations.	○	Young
Update of Energy Forecast Model	Work with DWR to incorporate the SWC Energy Forecast Model in evaluating future SWP energy cost increases.	○	Young/Lightle
Complete FERC Relicensing for SWP	Advance solutions for new license at Oroville complex consistent with Settlement Agreement. Monitor relicensing activities associated with the So Cal facilities.	●	Pierre
<b>Infrastructure</b>			
SWP Infrastructure Reliability	Work with DWR in the effort to maintain and improve reliability of the aging SWP Infrastructure, with focus on: <ul style="list-style-type: none"> <li>• Continued work to develop/document/implement an asset management plan and capital improvement program.</li> <li>• Developing a tracking/communication process for members to better understand the roll-out and addition of future SWP-funded positions and the resulting benefits.</li> <li>• Assessing maintenance management systems to better identify vulnerabilities, the required risk mitigation strategies and management policy and objectives. Advocate for appropriate priorities and affordability.</li> </ul>	●	Bahia
SWP Capacity Retention	Work with DWR to determine impacts and potential remedies to both delivery capacity and storage within SWP reservoirs, with focus on: <ul style="list-style-type: none"> <li>• Subsidence in the San Joaquin Valley, machine outages, power outages, regulatory requirements, weeds/debris, and water quality.</li> <li>• Advocating for projects, repairs, procedures, studies to assure that capacity is restored or preserved to assure long-term operational capacity that meets realistic needs under the current demands and export restrictions.</li> <li>• Working with the SWC Storage Workgroup to develop a white paper that summarizes the need, opportunity, and concepts for possible future expansion of the SWP storage capacity.</li> </ul>	●	Bahia
SWP Infrastructure Safety	Work with DWR and member agencies to plan and ensure SWP infrastructure safety: <ul style="list-style-type: none"> <li>• Track SWP seismic vulnerability studies and begin planning/preparing for realistic response and recovery.</li> <li>• SWP Dam Safety - expanded focus and regulatory requirements on dam safety</li> <li>• Track Oroville Dam Comprehensive Needs Assessment project development in addition to other SWP Dam Safety projects to assure timely remediation.</li> <li>• Fire modernization Project for all SWP plants.</li> </ul>	●	Bahia



State Water Project Objectives for FY2023

Topic	Description of Objective	Priority	SWC Assignment
SWP Infrastructure Affordability	Work with DWR, member agencies, and SWC staff on measures to improve SWP infrastructure affordability with focus on: <ul style="list-style-type: none"> <li>• Support business practices efforts for affordability process development as well as the annual B-132 budget development to assure proper alignment with the aforementioned objectives.</li> <li>• Improving illustration of future costs attributed to each infrastructure objective.</li> <li>• Seek opportunities and work with members to obtain outside State and Federal funding for repairs and modification for co-owned (SWP-CAP) facilities and for damages sustained beyond normal SWP operations.</li> </ul>	●	Bahia
<b>Outreach</b>			
SWP Education and Awareness	Demonstrate the benefits and critical value of the SWP to California and inoculate against threats to the project. <ul style="list-style-type: none"> <li>• Development of fact sheets, blogs, videos and other materials</li> <li>• Attendance/speaking at conferences and other events</li> <li>• Participation in CFEE roundtable discussions</li> </ul>	●	Pierre/ Chilmakuri/ Austin/Young
Research Results and Implications	Spur a fact-based dialogue about new and innovative science to protect fish and secure our state's water supply. <ul style="list-style-type: none"> <li>• Annual science report</li> <li>• Symposia</li> </ul>	○	Pierre
SWC Position Awareness	Proactively drive SWC messaging and legislative positions to the media, key stakeholders, legislators, and regulatory agencies to elevate the organization's position on priority issues.	●	Pierre
<b>Science</b>			
ESA, CESA, and WQCP Environmental Compliance	Collaborate with DWR to improve the Environmental Science Workgroup to facilitate planning and implementation of required habitat, mitigation, and monitoring <ul style="list-style-type: none"> <li>• Work with DWR to hold Environmental Coordination Committee meetings at least quarterly and develop requested information relative to costs and efficacy of required monitoring and other actions.</li> <li>• Engage the DWR-SWC Environmental Science Work Group and hold meetings at least quarterly.</li> <li>• Work towards defining requirement offramps for science elements and seek permit amendments.</li> <li>• Ensure costs are split equitably with BOR</li> </ul>	●	Austin/ Chilmakuri
Collaborative Science and Adaptive Management Program	Participate in the Collaborative Science and Adaptive Management Program (CSAMP) through participation in the CSAMP Policy Group meetings and membership on the Collaborative Adaptive Management Team (CAMT); identification and formulation of study projects and involvement in work efforts of scoping teams; define and fund key scientific investments in collaboration with other CAMT participants. <ul style="list-style-type: none"> <li>• Contribute budgeted funding for CAMT studies</li> <li>• Continue participation in Structured Decision Making (SDM) for Delta Smelt</li> <li>• Continue efforts working towards a common definition of salmon recovery, and early project prioritization.</li> </ul>	●	Austin
Municipal Water Quality Investigations Team	Participate in Municipal Water Quality Investigations Team meetings and define areas of alignment with SWC Science Program objectives; identify potential scientific investments to fund that help achieve SWC Science Program objectives for non-operational stressor reduction while enhancing efforts to provide safe municipal water supply.	●	Austin

**State Water Project Objectives for FY2023**

Topic	Description of Objective	Priority	SWC Assignment
Science Program: Entrainment Effects	Define and fund key scientific investments in factors that lead to entrainment and entrainment effects that will improve management of ESA fish species; routing probabilities of fish into South Delta and SWP/CVP facilities, and fish detection and identification <ul style="list-style-type: none"> <li>Invest in salmon entrainment studies, possibly through CAMT</li> </ul>	●	Austin
Science Program: Non-operational stressor reduction	Identify areas of scientific investigation on non-operational stressors, identify gaps in understanding and define needs for the SWC, and fund key scientific investments to reduce uncertainties related to SWC needs. <ul style="list-style-type: none"> <li>Invest in research on invasive aquatic weed effects on restoration projects and flow actions.</li> </ul>	●	Austin
Science Program: Management tools	Identify and fund development of tools and models (e.g., Winter-Run Life Cycle Model, adaptive management processes) to investigate effects of management actions (such as operations or habitat restoration) on population dynamics. <ul style="list-style-type: none"> <li>Continue investing in tracking and review of the Winter Run Life Cycle Model</li> <li>Ensure the salmon entrainment tool manuscript is incorporated into operations.</li> </ul>	●	Austin
Science Program: Habitat and Ecology	Investigate benefits of habitat restoration to fish populations and implement studies on potential habitat restoration projects to support California EcoRestore and other restoration efforts; identify areas of scientific investigation on Delta and watershed ecology, such as physical and biological processes affecting fish communities, and food webs; identify gaps in understanding and define needs for the SWC; and fund key scientific investments to reduce uncertainties related to SWC needs. <ul style="list-style-type: none"> <li>Directed Action Solicitation for science projects related to effects of food web and habitat restoration</li> </ul>	●	Austin
Science Program Outflow	Identify and promote effective monitoring and synthesis of ecosystem responses to outflow. <ul style="list-style-type: none"> <li>Directed Action Solicitation for science projects related to mechanisms underlying outflow augmentation actions</li> </ul>	●	Austin
Science Program Science Development	Support and identify collaborative scientific efforts for the protection and management of ESA species and enhancement of ecosystem habitats including supporting scientific studies, attending meetings, conducting workshops, pursuing grant funding opportunities, etc. <ul style="list-style-type: none"> <li>Host additional science symposia as a means to promote management relevant science in the Delta</li> <li>Continue investing in Delta Science Fellows projects that align with SWC objectives.</li> </ul>	●	Austin
<b>SWC Management</b>			
Accounting	Oversee all financial and accounting operations. Establish financial policies, procedures, controls and reporting systems to ensure accuracy and integrity of financial data.	●	Ramsay
Auditing	Coordinate annual audits with external auditors.	●	Ramsay
Budgeting	Develop and manage the annual budget to maintain affordability and ensure SWC is able to respond to organizational threats, as needed.	●	Ramsay
Contract Management	Work with researchers and outside consultants to draft research/consultant agreements that comply with SWC contracting terms and budgeting guidelines. Ensure timely receipt of project deliverables.	●	Standlee
Human Resources	Ensure policies and procedures are in compliance with existing laws and regulations and maintain all human resources records. Acts as staff Benefit Officer.	●	Benjamin
Information Technology	Ensure the ongoing reliability and security for SWC's IT infrastructure to safeguard data assets.	●	Standlee
Office Management	Coordinate the business functions of SWC, including office management and Clerk of the Board functions.	●	Benjamin

**State Water Project Objectives for FY2023**

Topic	Description of Objective	Priority	SWC Assignment
Treasury	Ensure SWC retains adequate liquidity to meet the needs of its primary business operations and respond to organizational threats, as needed.	●	Ramsay
<b>Water Supply</b>			
Update to the Bay-Delta Water Quality Control Plan	Participate in Voluntary Agreement development and discussions, and in related activities. Support governance and science basis analyses.	●	Pierre
Delta Plan	Coordinate with DSC staff and council, and DWR to develop appropriate Delta Plan compliance approaches and ensure any revisions to the Delta Plan are consistent with SWC planning and operations.	●	Pierre
Facilitate Water Transfers	Work with DWR and potential sellers in the Sacramento Valley to implement dry year transfers when conditions warrant. Work with DWR to maximize the use of the new water management tools.	●	Chilmakuri/ Bahia
Water Supply and Operations Improvements	Work towards defining flexible CESA, ESA requirements, if possible, as part of the upcoming reconsultation on the CVP-SWP long-term operations. Identify potential risks to SWP and develop strategies to minimize the exposure.	●	Chilmakuri
Delta Conveyance Technical/Policy Support	Provide technical and policy support to SWC members (DCP participants) on benefits and permitting.	●	Chilmakuri
Delta Conveyance Permitting	Support development of necessary permits and environmental documentation related to the Delta Conveyance Facility	●	Chilmakuri
Water Operations Evaluation	Facilitate discussion and information exchange between SWC members and DWR on current and forecasted SWP water supply operations, included water supply allocations and Oroville and San Luis Reservoir operations. Promote integrated decision making with DWR on issues affecting near-term and long-term SWP water supply operations. Develop documentation for ongoing Delta water supply operations including supply changes from regulatory actions.	●	Chilmakuri
Water Storage Investigation Program	Provide technical and policy input on development and potential implementation of WSIP projects that affect or involve SWP water supply operations.	●	Chilmakuri
SWP Delivery Capability	Coordination and interpretation of technical information related to SWP Delivery Capability	○	Chilmakuri
Drought Planning	<p>Given the dire hydrologic conditions for the last two consecutive years, help with the SWP drought planning and keeping SWC members apprised frequently.</p> <ul style="list-style-type: none"> <li>• Work with DWR staff and members to identify and implement near-term Delta and/or upstream operations strategies to minimize impacts to SWP water supply.</li> <li>• Work with DWR staff and SWC members to plan for a potentially dry WY 2023.</li> <li>• Track development of updated forecast modeling.</li> <li>• Track and participate in SWRCB activities.</li> </ul>	●	Chilmakuri
<p>● Priority I (Highest Priority) Objectives                  ● Priority II (High Priority) Objectives                  ○ Priority III (Medium Priority) Objectives</p>			



**DATE:** March 15, 2022  
**TO:** Board of Directors  
**FROM:** Matt Howard, Senior Water Resources Planner  
**SUBJECT:** Operations Report for February 2022

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

<i>SUPPLY</i>	<i>AMOUNT (Acre-Feet)</i>	<i>DELIVIERIES TO DATE</i>	<i>BALANCE</i>
Carryover	5,704	126	5,578
Table A	15,390	0	15,390
Subtotal SWP	21,094	126	20,968
<b>TOTAL</b>	<b>21,094</b>	<b>126</b>	<b>20,968</b>

**MONTHLY DELIVERIES FOR FEBRUARY 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	18	719
SB County Regional Parks	Yucaipa Regional Park	19	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	68	596
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		-36	92
<b>FEBRUARY AND WY TOTALS</b>		<b>70</b>	<b>3,434</b>

**San Bernardino Basin Wells**

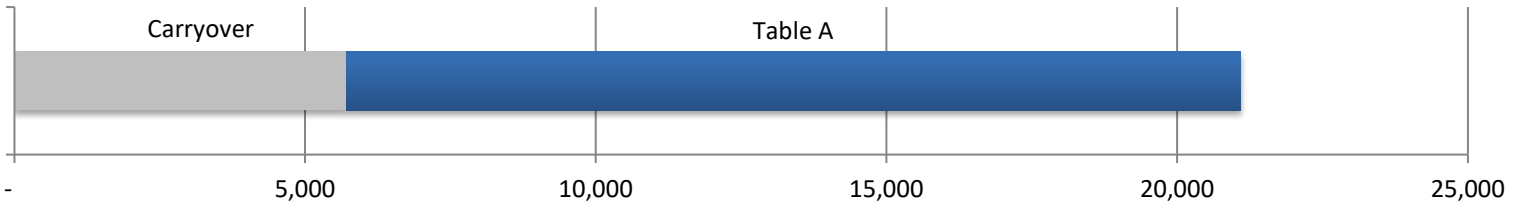
Valley District extracted 307 acre-feet of groundwater from the San Bernardino Basin at the Baseline Feeder Replacement wells for delivery to West Valley Water District, City of Rialto and 0 acre-feet delivered to City of Redlands from the San Bernardino Ave. Well.



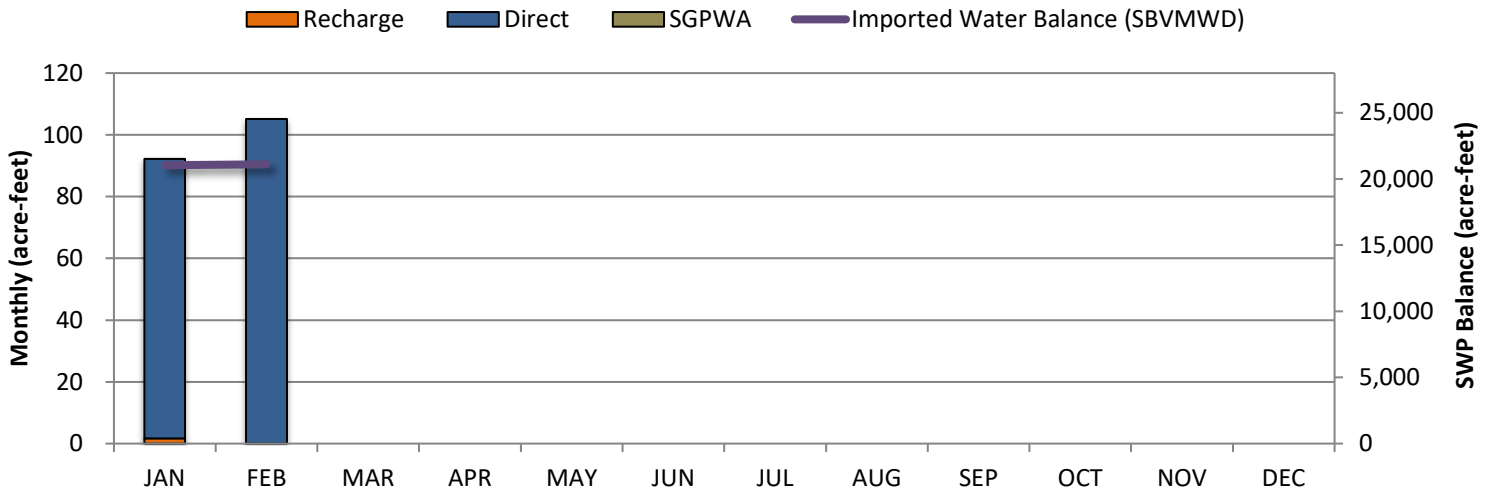
# San Bernardino Valley Municipal Water District

Calendar Year 2022 -- Acre Feet

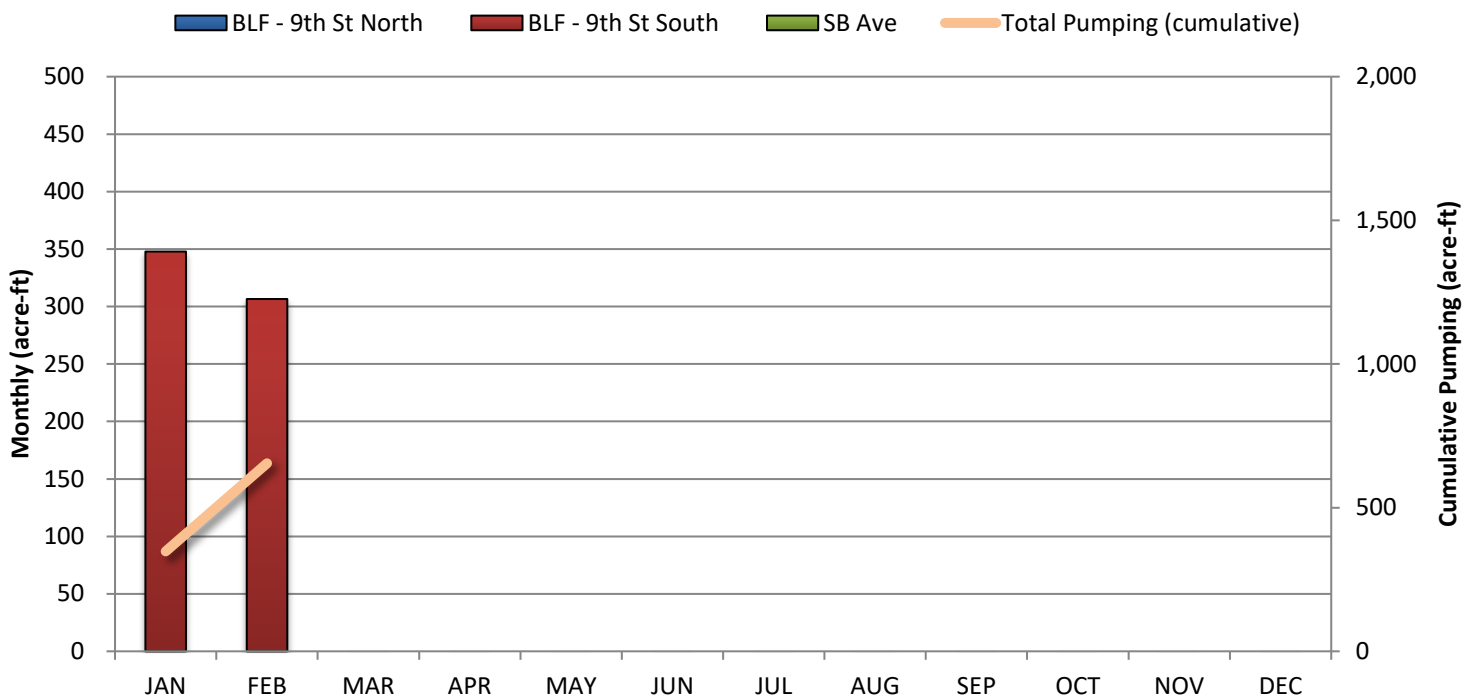
## IMPORTED WATER SUPPLY PORTFOLIO



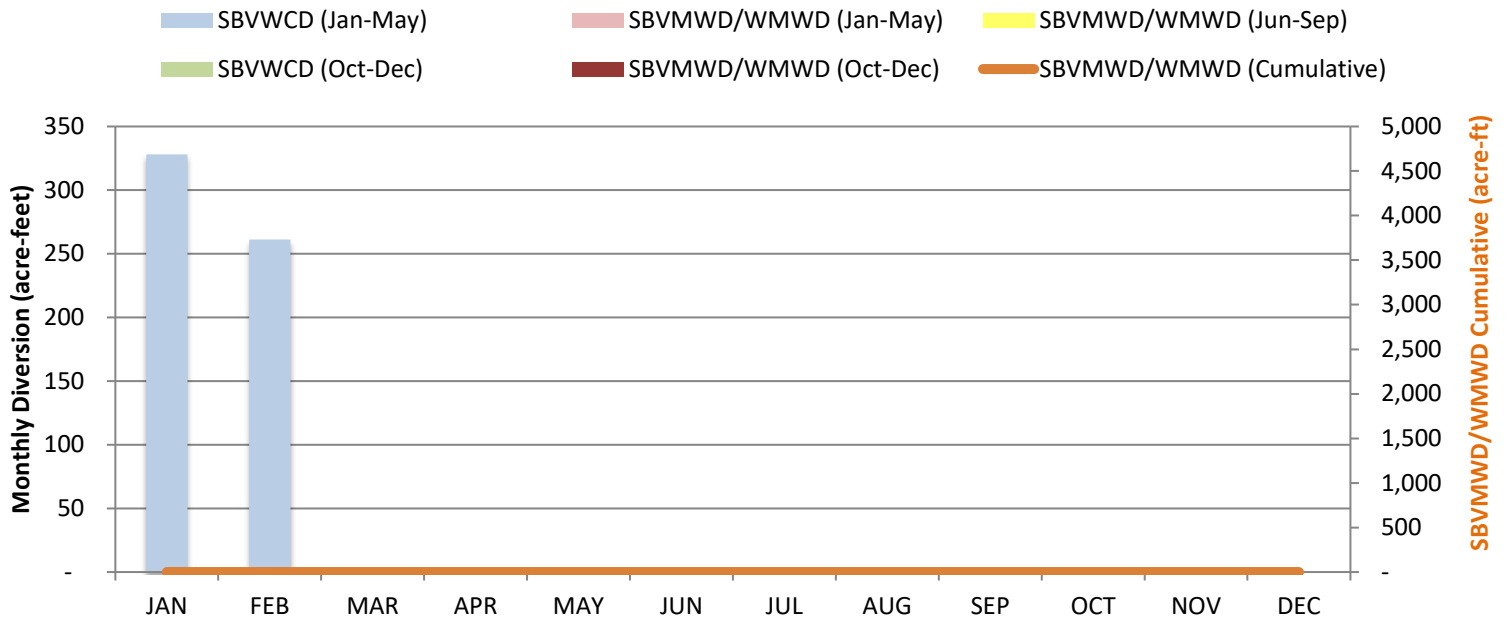
## IMPORTED WATER DELIVERIES



## 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
<b>IMPORTED WATER SUPPLIES</b>													
<u>ADDITIONAL SUPPLIES VIA SWP</u>													
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>
<u>STATE WATER PROJECT DELIVERY CATEGORIES</u>													
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	0	0	0	0	0	0	0	0	0	0	0	57
<i>Sub-total Deliveries via SWP (DWR meters)</i>	<i>57</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>57</i>

<u>RECHARGE DELIVERIES</u>													
<b>Glen Helen Turnout</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Sweetwater</b>													
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
<b>Badger</b>													
Badger - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Waterman</b>													
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
<b>Patton</b>													
Patton	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Santa Ana Low</b>													
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
<b>Plunge Creek - Valley District</b>													
Plunge Creek - Valley District	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Mill Creek Spreading</b>													
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
Lower Mill Creek - SBB GC	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
Mill Creek Spreading - SBB GC	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Zanja East Weir to WCD - Valley District</b>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Wilson Creek</b>													
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
<b>Oak Glen Basin - Valley District</b>	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

<b>DIRECT DELIVERIES</b>													
<b>Lytle Creek</b>													
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
<b>CLAWA</b>													
CLAWA Sale (#07-025)	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>EVWD Plant 134</b>													
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	0	0	0	0	0	0	0	0	0	0	91
<b>Northfork</b>													
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
<b>Edwards Canal Pump</b>													
<b>S.A.R.C.</b>													
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
<b>East Valley W.D. Greenspot Road</b>													
<b>Bear Valley Highline Connector</b>													
<b>SB County Flood Control Grove</b>													
<b>Newport Ave.</b>													
Newport Ave. - Greenspot Mutual	0	0	0	0	0	0	0	0	0	0	0	0	0
Newport Ave. - BVMWC	0	5	0	0	0	0	0	0	0	0	0	0	5
Newport Ave. - In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Tres Lagos</b>													
Tres Lagos - Greenspot Mutual	0	0	0	0	0	0	0	0	0	0	0	0	0
Tres Lagos - BVMWC	0	11	0	0	0	0	0	0	0	0	0	0	11
Tres Lagos - In-Lieu	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Unger Lane to Zanja</b>													



**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 - 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	0	0	0	0	0	0	0	0	0	0	0
<b>Boullioun Box</b>													
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
<b>City of Redlands</b>													
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
<b>Yucaipa Regional Park</b>	<b>3</b>	<b>19</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>
<b>Yucaipa Valley Water District T.O.</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>
<b>Western Heights via YVWD T.O.</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Sub-total Direct Delivery</i>	<b>91</b>	<b>105</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>196</b>
<b>STORAGE</b>													
<b>Citrus Reservoir, tanks, Crafton Hills Reservoir, et</b>	<b>(36)</b>	<b>(36)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>(71)</b>
<b>Sub-total SBVMWD Imported Water</b>	<b>56</b>	<b>70</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>126</b>

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	0	0	0	0	0	0	0	0	0	0	0
Lytle Creek - WVWD (MWDSC)	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Sub-total Other SWP Deliveries</i>	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Imported Water in Valley District Facilities</b>	<b>56</b>	<b>70</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>126</b>

<b>SAN BERNARDINO BASIN PUMPING</b>													
<u>Baseline Feeder</u>													
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	0	0	0	0	0	0	0	0	0	0	654
<i>Sub-total Baseline Feeder</i>	<b>348</b>	<b>307</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>654</b>
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
<b>Total San Bernardino Basin Pumping</b>	<b>348</b>	<b>307</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>654</b>
<b>TOTAL Water in SBVMWD Facilities</b>	<b>404</b>	<b>376</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>780</b>



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**DATE:** March 15, 2022

**TO:** Board of Directors

**SUBJECT:** List of Announcements

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- A. March 15, 2022, 9:30 a.m. – SAWPA Commission Meeting
- B. March 15, 2022, 2 p.m. – Regular Board Meeting by Teleconference
- C. March 16, 2022, 8:30 a.m. – Upper SAR WIFA by Teleconference
- D. March 21, 2022, 6 p.m. – ASBCSD dinner (Centro Basco Restaurant, Chino, CA)
- E. March 23, 2022, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee by Teleconference
- F. March 30, 2022, 8:00 a.m. – Upper Santa Ana River Mayors' Breakfast (Mission Inn)
- G. April 4, 2022, 1:30 p.m. – BTAC Meeting by Teleconference
- H. April 5, 2022, 9:30 a.m. – SAWPA Commission Meeting
- I. April 5, 2022, 10:00 a.m. – SAWPA PA 24 Meeting
- J. April 5, 2022, 2 p.m. – Regular Board Meeting by Teleconference
- K. April 6, 2022, 8:30 a.m. – Upper SAR WIFA by Teleconference
- L. April 7, 2022, 2 p.m. – Board of Directors Workshop – Resources (Teleconference and/or in-person TBD)
- M. April 12, 2022, 2 p.m. – Board Workshop – Engineering (Teleconference and/or in-person TBD)
- N. April 13, 2022, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee by Teleconference

- O. April 9, 2022, 1:30 p.m. – San Bernardino Valley Water Conservation District Board Meeting
- P. April 14, 2022, 2 p.m. – Board Workshop – Policy (Teleconference and/or in-person TBD)
- Q. April 18, 2022, 6 p.m. – ASBCSD dinner (location TBD)
- R. April 19, 2022, 2 p.m. – Regular Board Meeting (Teleconference and/or in-person TBD)
- S. April 20, 2022, 8:30 a.m. – Upper SAR WIFA by Teleconference
- T. April 21, 2022, 2 p.m. – Board Workshop – Tres Lagos (Teleconference and/or in-person - To be determined)
- U. April 27, 2022, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee by Teleconference
- V. April 28, 2022, 2 p.m. – Board Workshop – Wage, Benefits, Insurance Workshop