



**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.

BOARD OF DIRECTORS WORKSHOP - RESOURCES
THURSDAY, MARCH 3, 2022 – 2:00 P.M.

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the March 3, 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: 979 215 700

PASSCODE: 3802020

<https://sbvmwd.zoom.us/j/979215700>

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to comments@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Wednesday, March 2, 2022. All public comments will be provided to the Chair 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

BOARD OF DIRECTORS WORKSHOP - RESOURCES

AGENDA

2:30 PM Thursday, March 3, 2022

CALL TO ORDER

Chairperson: Director Hayes

Vice-Chair: Director Harrison

1) INTRODUCTIONS

2) PUBLIC COMMENT

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

3) SUMMARY OF PREVIOUS MEETING

3.1 Board of Directors' Workshop - Resources - February 3, 2022 (Page 3)
[Summary Notes BOD Workshop - Resources 020322](#)

4) PRESENTATION

4.1 Presentation by Vibrant Planet on Land Tender (Page 6)
[Staff Memo - Presentation by Vibrant Planet on Land Tender](#)

5) DISCUSSION ITEMS

5.1 Consider Agreement to Convey Metropolitan Water District of Southern California Water to Rubidoux Community Services District (Page 9)
[Staff Memo - Agreement to Convey Metropolitan Imported Water to Rubidoux](#)
[Agreement to Provide Water to Rubidoux Community Services District](#)

6) FUTURE BUSINESS

7) ADJOURNMENT

PLEASE NOTE:

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



DATE: March 3, 2022
TO: Board of Directors Workshop - Resources
FROM: Staff
SUBJECT: Summary of February 3, 2022, Board of Directors Workshop – Resources

The Resources Workshop convened on February 3, 2022. Vice President Hayes chaired the meeting via video conference.

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

Directors Absent: President Kielhold

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
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

Anthony Flordelis – Business Systems Analyst
Matthew E. Howard – Water Resources Senior Planner
Adekunle Ojo, MPA – Manager of Water Resources
Karen Resendez, MA -- Human Resources / Risk Manager

Members of the Public Present:

James Morales, East Valley Water District
Melody McDonald, San Bernardino Valley Water Conservation District

1. Introductions

There were none.

2. Public Comment

Chair Hayes invited public comment. There was none.

3. Summary of Previous Meeting

The meeting notes from the January 6, 2022, Board of Directors Workshop - Resources were accepted with no comments.

4.1 Consider Continued Participation in the State Water Project (SWP) Municipal Water Quality Investigations Program (MWQI)

Deputy General Manager / Chief Water Resources Officer Bob Tincher noted that this Delta region program is funded by 16 Municipal State Water contractors. Key benefits to participation include early warning of any changing water quality in the Delta, potential cost savings in treatment, and development of a water quality baseline of data, he explained.

Mr. Tincher summarized two framework agreements: Department of Water Resources (DWR) tasks, and other tasks not performed by DWR. As an example, he detailed some of the treatments applied at the Delta level. For both agreements, the work plan and budget are developed and agreed upon with the partnering agencies, he explained. The costs are capped at \$700,000 for the non-DWR agreement, with a total maximum program cost at \$3.1 million per year, which serves as a working guideline for the group and protection for the participants.

Both agreements would terminate in December 2025, Mr. Tincher advised. Staff recommends the District continue participation in the agreements and authorize up to the maximum amount; for Valley District the maximum totals up to \$113,000 per year. Last year, the entire amount was not expended, he noted.

Director Longville indicated this is an essential element for the urban State Water Contractors. Director Harrison and Director Botello indicated support.

Vice President Hayes pointed to last year's expenditure of \$102,000; Mr. Tincher indicated that was Valley District's portion of the total. He explained the proportionate shares are dependent on Table A allocation. Also in response to Director Hayes, he enumerated the participating agencies which are those that serve for municipal purposes, as agriculture uses do not have the same quality constraints.

Action Item(s): The Board voted to move this item forward for consideration to a regular Board of Directors meeting by the following roll-call vote:

There was no motion or second.	APPROVED: 4-0
AYES:	Botello, Harrison, Hayes, Longville
NOES:	None
ABSTAIN:	None
ABSENT:	Kielhold

5. Future Business

None added.

6. Adjournment

Chair Hayes adjourned the meeting at 3:16 p.m.

Staff Recommendation

Receive and file.



DATE: March 3, 2022
TO: Board of Directors Workshop - Resources
FROM: Chris Jones, Preserve System Program Manager
SUBJECT: Presentation by Vibrant Planet on Land Tender

Staff Recommendation

Receive and File.

Summary

The focus of this presentation is centered on a one-of-a-kind tool developed by Vibrant Planet called Land Tender. The tool can be an integral component of a land management and monitoring system with goals of proactively managing landscapes to reduce the likelihood and impact of catastrophic wildfire, based on different landscape-based data input scenarios. It is being used in the Tahoe Basin, within the wildland-urban interface to guide land management scenarios and tradeoffs. Staff is proposing the use of Land Tender within the San Bernardino National Forest for the same purpose. The tool will use Light Detection and Ranging (LiDAR) and aerial imagery datasets that we invested in in 2020 (in partnership with the Inland Empire Resource Conservation District (IERCD)), to generate forest treatment and hazard mitigation recommendations to reduce the risk of disturbances like wildfire and drought. Land Tender provides a scientifically driven method to reduce the risk of these disturbances and maximize the ecological, social, and economic benefits that the Headwaters Resiliency Partnership (Partnership) and stakeholders identify as priorities. Outputs will allow the end users to identify projects, prioritize them based on range of different priorities, and obtain cost estimates for various projects and scenarios. The tool can compare multiple scenarios to identify agreement across these multiple scenarios. This type of output will facilitate more efficient and effective

collaboration between stakeholders to develop the Partnership's long-term strategic plan and help prioritize the rapid implementation of projects. Valley District staff and our partners are confident that Land Tender will be a key component in the formulation of our long-term strategy.

For additional information on Vibrant Planet and Land Tender, please click on the following links:

Website: <https://www.vibrantplanet.net/landtender>

Story Map: <https://storymaps.arcgis.com/stories/3cda15682b394f8fa2aa769dc5a808a7>

Technical Overview video: <https://vimeo.com/610288420>

Article from Client : <https://www.tahoefund.org/news/tahoe-fund-supports-new-technology-to-increase-pace-of-wildfire-mitigation/>

Background

Valley District, in conjunction with several partners including the IERCD, Santa Ana Watershed Project Authority (SAWPA), National Forest Foundation (NFF), and the USDA Forest Service (USFS), have been participating in the Partnership since late 2020. Since that time staff has been coordinating with partners on the development of a program to help increase the pace and scale of management in the headwaters of San Bernardino Mountains with the goal of working across jurisdictional boundaries to reduce the likelihood and impact of catastrophic wildfire and increase the resilience of the forest following the incidence of fires to help protect resources including water supply, water quality, species and habitat, and communities and infrastructure now and into the future. The Partnership has been laying the foundation for work to occur on several fronts to meet this goal. These various focus areas generally aggregate to two categories: (1) assisting the USFS and other entities with existing projects and (2) developing and implementing a long-term strategy to help manage the landscape and resources in the San Bernardino Mountains.

In March of 2021, the Partnership was connected with Vibrant Planet through the [Regional Forest and Fire Capacity \(RFFC\) Program](#), which the IERCD administers in our local area. The RFFC administrator from the California Department of Conservation (DOC) suggested the Partnership investigate Land Tender. The Partnership learned other entities around the state had utilized the tool and were impressed with the process and products derived from it. Since that time, the Partnership has met with Vibrant Planet on multiple occasions to learn more

about Land Tender to see if it would be a good fit for the development of our long-term strategic management plan. The Partnership has been impressed with Land Tender's potential value to our long-term goals and is excited to have Vibrant Planet present Land Tender to the Board.

Staff intends to bring a proposed agreement with Vibrant Planet to the Board for discussion at the March 8th Board Workshop. The intent of this presentation is to provide background on the tool to familiarize the Board with its capabilities.

Fiscal Responsibility

No fiscal impact, informational only.

Attachments

None.



DATE: March 8, 2022

TO: Board of Directors Workshop - Engineering

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

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

Staff Recommendation

Staff is recommending the Board consider the *Agreement to Provide Water to Rubidoux Community Services District* at no cost to Valley District.

Summary

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 to a portion of Western’s service area.

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 Metropolitan's water 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 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 between the Parties. Neither Party to this Agreement shall be deemed to be a representative, an agent or an employee of the other Party. Unless otherwise expressly specified in this Agreement, neither 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 the other Party, nor bind the other Party in any respect, without the specific prior written authorization of the other 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]

**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