



A REGIONAL WATER AGENCY
SINCE 1954

BOARD OF DIRECTORS WORKSHOP -

RESOURCES/ENGINEERING

TUESDAY, JUNE 13, 2023 - 2:00 P.M.

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the June 13, 2023, meeting of the San Bernardino Valley Municipal Water District in-person, or online and by telephone as follows:

**Dial-in Info: (877) 853 5247 US Toll-free
Meeting ID: 824 9230 9440
PASSCODE: 3802020**

<https://sbvmwd.zoom.us/j/82492309440>

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to comments@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Monday, June 12, 2023. 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.



A REGIONAL WATER AGENCY
SINCE 1954

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

BOARD OF DIRECTORS' WORKSHOP - RESOURCES/ENGINEERING

AGENDA

2:00 PM Tuesday, June 13, 2023

CALL TO ORDER

Chairperson: Director Hayes

Vice-Chair: Director Harrison

1) INTRODUCTIONS

2) PUBLIC COMMENT

Members of the public may address the Board regarding any item within the subject matter jurisdiction of the Board; however, no action may be taken on off-agenda items except as authorized by law. Each speaker is limited to a maximum of three (3) minutes.

3) DISCUSSION AND POSSIBLE ACTION ITEMS

3.1 Institute for Watershed Resiliency Program Update (20 min) - Page 3

[Staff Memo - Institute for Watershed Resiliency Program Update](#)
[IWR Support Request Letter](#)

3.2 Project Status Update for the Sunrise Ranch Master Plan (20 min) - Page 7

[Staff Memo - Project Status Update for the Sunrise Ranch Master Plan](#)
[Sunrise Ranch Trail Days Flyer](#)

3.3 Consider a Professional Services Agreement with Scheevel Engineering for Engineering Consulting Services (20 min) - Page 12

[Staff Memo - Consider a Professional Services Agreement with Scheevel Engineering for Engineering Consulting Services](#)
[Professional Engineering Services Proposal by Scheevel Engineering dated June 3, 2023](#)

3.4 Consider Authorizing the Purchase of Additional Article 21 Water through the State Water Project (SWP) and Potential Declaration of SWP Surplus (20 min) - Page 27

[Staff Memo - Consider Authorizing the Purchase of Additional Article 21 Water through the State Water Project \(SWP\) and Potential Declaration of SWP Surplus](#)

2023 Delivery Plan (Estimates)
Ordinance No. 79
Coordinated Operating and Surplus Water Agreement

4) **FUTURE BUSINESS**

5) **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.sbymwd.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: June 13, 2023

TO: Board of Directors' Workshop – Resources/Engineering

FROM: Heather Dyer, CEO/ General Manager
Kelly Malloy, Strategic Communications Manager

SUBJECT: Institute for Watershed Resiliency Program Update

Staff Recommendation

Staff is providing the Board of Directors (BOD) with an update on the Institute for Watershed Resiliency Program.

Summary

The Institute for Watershed Resiliency (IWR), formerly known as the Water Resource Institute, is a program operating out of California State University, San Bernardino (CSUSB) which has historically provided focus on water resources and regional history. Based on the request of the Board at the June 6, 2023 Regular Board Meeting, Dr. Jennifer Alford, Director of the Institute for Watershed Resiliency will provide an update on the new focus of the Institute and its name to reflect current efforts in watershed management and workforce development. Additionally, the new priorities align with San Bernardino Valley's Strategic Plan, creating opportunities for new or expanded partnerships.

Background

The IWR's mission is to lead and advocate for community-university partnerships that seek to mitigate and resolve complex water resources issues across diverse social, economic and environmental landscapes through environmental education and stewardship. Programs highlighting the new mission include the Watershed Resiliency Career Pathway and Professional Development Incentive Programs. The Watershed Resiliency Career Pathway provides students with a multi-tiered learning pathway that empowers them through diverse opportunities to increase their understanding and appreciation of the application of interdisciplinary perspectives in resolving water centric community issues. Professional Development Incentive Programs (P-DIP) provide diverse avenues of financial support that encourages faculty to mentor students across professional

development, research, and field experiences as well as utilization of the archives in course curriculum.

The IWR has a long history of supporting and sustaining community partners, including San Bernardino Valley Municipal Water District. Successful partnerships help to pool resources to meet the dynamic watershed environmental, social, economic, education and workforce needs of the Inland Empire region.

District Strategic Plan Application

Partnership with the IWR demonstrate Valley's mission, vision, values, and strategies by working together with our community as outlined in Strategy 4, Goal 4.3, which sets out to increase public outreach and Agency engagement with the community.

Fiscal Impact

If directed by the Board, staff will add sponsorship of the IWR at the desired level to the proposed FY 2023-2024 budget.

Attachment

- 1) IWR Support Request Letter



Institute for Watershed Resiliency

Jennifer B. Alford, PhD
Interim Chair, Department of Geography and Environmental Studies
Associate Professor, Geography and Environmental Studies
Director, CSUSB Institute for Watershed Resiliency
Associate Director of Research, CSU WATER
California Environmental Education Certification
5500 University Parkway, San Bernardino, CA 92407

June 5, 2023

Mr. Paul Kielhold, President, Board of Directors
Mrs. Heather Dyer, CEO/General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way, San Bernardino, CA 92408

Dear Mr. Kielhold and Mrs. Dyer,

We hope this letter finds you well. I am writing today to provide you with some updates and exciting news from the [Institute for Watershed Resiliency \(IWR\)](#) formally known as the Water Resources Institute (WRI) at California State University San Bernardino (CSUSB).

As you may have heard, we have just recently changed our focus and name to better reflect the work we are doing to promote interdisciplinary innovation and sustainability in watershed management, specifically in areas of watershed resources and community resiliency as well as workforce preparation. This process was informed over several years of partnering and collaborating with environmental resources agencies including Mrs. Dyer, your valued input and support for this transition. Furthermore, I have been appointed as the Director of the IWR which complements my other roles as the Associate Professor and Department Chair of Geography and Environmental Studies at CSUSB and the [CSU WATER](#) Associate Director of Research. On behalf of the students, faculty and staff who have benefited from our partnership with the San Bernardino Valley Municipal Water District (SBVMWD) I wanted to take this moment to reach out to you, our valued partner, to share our vision for the IWRs future.

We have identified new initiatives that we believe will be impactful and help prepare students for future work in the watershed management sector. In conjunction with CSUSB's Office of Academic and Research Programs and local water and environmental resources agencies, we aim to create diverse learning, research and service opportunities that enable our students and graduates to be well informed and prepared for the environmental resource workforce in the Inland Empire. Our objectives to support this workforce centers on [career pathways](#) that include semester to year-long [apprenticeships](#) that bridge course work and research with real-world applications and [professional development](#) opportunities for students. We feel these strategies support your new Strategic Plan, offering us the opportunity to collaborate and support our collective objectives and goals.



Institute for Watershed Resiliency

Looking ahead, the IWR is actively working to position ourselves as a [community-based resource hub](#) where our campus can better connect with and support your organization's needs. To facilitate our relationships, we are currently exploring several initiatives that we hope your organization will play a role in informing and sustaining. For the 2023-2024 fiscal year we will be exploring developing a [Watershed Planning and Management Certificate](#) program and will implement a pilot [Field School program](#) to help students and practitioners gain hands-on experience in the field of watershed management. Additionally, I will continue to play an active role in the Headwaters Resiliency Partnership and engage with SBVMWD staff and leadership initiatives such as the City of Highlands Trails Day that took place this past weekend.

As our [sponsorship and partnership](#) programs outline, there are many ways you can directly contribute to student success and the financial and administrative support IWR provides to our students, faculty and community partners. With the help of your generous donation, we can continue to offer solutions that train and engage the next generation of watershed leadership.

I would welcome the opportunity to meet with you to identify how we can partner to develop and sustain a collaboration that benefits our collective interests in ensuring watershed resources are protected and managed for current and future generations.

We are excited about the new direction, opportunities, and partnerships being forged as we continue our mission to create adaptive and innovative watershed management solutions for the Inland Empire region.

Sincerely,

Jennifer Alford, PhD
Director, [Institute for Watershed Resiliency \(IWR\)](#)
California State University San Bernardino
jennifer.alford@csusb.edu

DATE: June 13, 2023

TO: Board of Directors' Workshop – Resources/Engineering

FROM: Leo Ferrando, Assistant Chief Engineer
Kelly Malloy, Strategic Communications Manager

SUBJECT: Project Status Update for the Sunrise Ranch Master Plan

Staff Recommendation

Staff is providing the Board of Directors (BOD) with an update on the project status of the Sunrise Ranch Master Plan.

Summary

The BOD approved a consulting services agreement with the SWA Group for preparing a Master Plan for the Sunrise Ranch Property at the regular BOD meeting on April 18, 2023. The Consultant team and Valley Staff had a kickoff meeting on May 4, 2023. Current efforts of the team include extensive information gathering regarding water infrastructure, vicinity maps, and environmental conditions. This vital step ensures a consistent knowledge base of the project team to begin the identification of additional benefits at the site. Additionally, the project team met for a site-tour to better understand conditions.

Concurrently with the technical work, preparation for a series of four public workshops included in the scope for the Master Plan is underway. To promote these events, San Bernardino Valley hosted an Annual Trails Day event for the community in partnership with the City of Highland at the Sunrise Ranch property. During the event, Staff had an opportunity to interact with the public regarding San Bernardino's mission, the property, and the Master Plan process.

The Master Plan team is looking to hold the first public workshop on Thursday, June 22, at the Mentone Senior Center and Library. The purpose of the first workshop will be to mainly engage with the public to provide an overall presentation about the purpose of a master plan, explanation about the regional benefits of San Bernardino Valley purchasing the property, goals for the use, introduce the team working on the project, introduce the project website and newsletter, and obtain feedback from the public. The workshop will consist of a presentation followed by a question-and-

answer session. The public engagement process is intended to work with residents, public agencies, and non-governmental organizations in a collaborative process to ensure the most beneficial use of the Sunrise Ranch property.

Background

In February 2022, the District completed the acquisition of 1,658 acres of undeveloped land located at the base of the San Bernardino mountains, bordering the National Forest and Mill Creek in the City of Highland. San Bernardino Valley identified the land purchase as financially and operationally beneficial based on future water infrastructure needs and the extensive acreage of endangered species habitat present on the site. Since then, several public workshops have been conducted during which the Board, San Bernardino Valley staff, the public, and other stakeholders discussed opportunities for the site. Given the need for strategic and intentional long-term planning to maximize use of the site a formal master planning process has been initiated. A Master Plan is intended to be a foundational, guiding document that will be used by current and future board members when considering the vision, potential activities, and facilities on the property over the years to come.

The Board approved a consulting services agreement with the SWA Group for preparing a Master Plan for the Sunrise Ranch Property during the regular BOD meeting on [April 18, 2023](#). The SWA Group assembled a team of business experts for each Master Plan component. The sub-consultants in the team include Rincon Consultants, who will be the lead on the mitigation component; PACE Water, who will lead the potential water infrastructure component; the WSC team will lead the outreach and communications aspects; Lever Architecture will mainly work on the conceptual plans for any potential headquarters and education center facilities; and lastly, Cumming will assist the team in preparing the appropriate cost estimates and projections for all the components of the Master Plan, that would be considered by the Board in the future. Completing this Master Plan does not approve any component included in the document; instead, it serves as a guiding document for future work and decisions by the Board.

As the project initiates, the Master Plan team will hold the first public workshop on Thursday, June 22, at the Mentone Library and Senior Center. This is intended to provide an overall presentation about the known objectives for the property, introduce the team working on the project, and obtain general feedback from the public. This first meeting is an initial introduction to the project and the first of many planned opportunities to engage with local communities.

The subsequent public workshop will be structured to encourage direct conversations with attendees regarding areas of interest for each of the Master Plan components, such as Water Supply

Infrastructure, Habitat Mitigation, Recreation, and Architectural Infrastructure. The second workshop is anticipated to occur in the September/October timeframe. Staff will provide another project status update with the results of the first workshop and prior to the second workshop.

District Strategic Plan Application

This Master Plan will demonstrate Valley's mission, vision, values, and strategies by working together with our community surrounding the property in a collaborative way to develop and implement an innovative local water supply and create a mitigation strategy that is beneficial to our agency in a sustainable manner that supports our service area's population and environment.

Fiscal Impact

The fiscal impact of the Sunrise Ranch Master Plan is \$642,778 which was previously approved by the Board.

Attachment

Sunrise Ranch Master Plan Trail Day Flyer

San Bernardino Valley MUNICIPAL WATER DISTRICT

San Bernardino Valley is a regional wholesale water agency leading integrated water supply management and holistic watershed protection in the San Bernardino Valley region.

San Bernardino Valley is responsible for securing reliable water supply for the region through delivery of imported water, stormwater capture, groundwater replenishment, recycled water, and other innovative solutions.

As a collaborative leader in the Upper Santa Ana River Watershed, San Bernardino Valley supports a wide range of regional initiatives and investments including integrated water resource planning, shared infrastructure projects, collaborative funding opportunities, habitat restoration and more.

Mission

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

Reliable Water Supply

A reliable water supply is a two part process between the wholesaler and water retailers. San Bernardino Valley is a wholesale water agency, which means we secure, store, and manage water to ensure long term supply. The local retail water agency then delivers water directly to residents, businesses, and industries.

SERVE

710,000
people in San Bernardino County

WHOLESALER TO

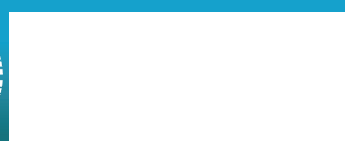
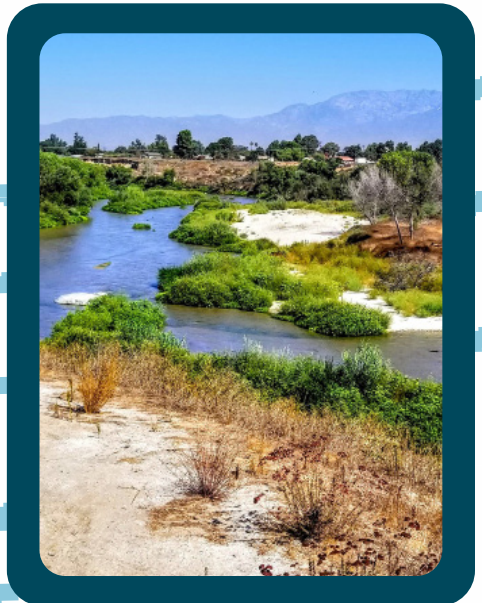
15
retail water agencies

SERVICE AREA

353
square miles

PROTECT & ENHANCE

22
endangered species in the Santa Ana River Watershed



@SBVMWD

info@sbvmwd.com
sbvmwd.com

Sunrise Ranch

MASTER PLAN

In 2022, the San Bernardino Valley Municipal Water District acquired 1,658 acres of undeveloped land, which we refer to as Sunrise Ranch.

San Bernardino Valley has engaged with a group of consultants specializing in urban planning, water supply infrastructure, architectural services, and nature-based building solutions to work with the community and develop a Master Plan for this property.



SAVE THE DATE

Community Workshops

We'd love to hear from you!

Join us for a conversation to help develop the vision for this unique property.

The first of four information and public listening sessions is planned for

June 22, 2023
5:00 pm
1331 Opal Avenue
Mentone, CA 92359

For more information about the Master Plan process and future opportunities to provide feedback, visit the project webpage at sbvmwd.com/SunriseRanch



Considerations for Master Plan can include:

Habitat Restoration and Species Conservation

Education Facility

Water Supply Infrastructure

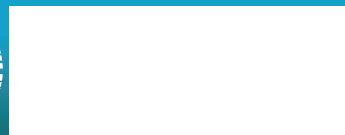
Open Space Preservation

Wildfire Prevention

Public Access and Trails

Watershed Health

Project Team:



@SBVMWD

info@sbvmwd.com
sbvmwd.com

DATE: June 13, 2023

TO: Board of Directors' Workshop – Resources/Engineering

FROM: Leo Ferrando, Assistant Chief Engineer
Wen Huang, Chief Operating Officer/ Assistant General Manager

SUBJECT: Consider a Professional Services Agreement with Scheevel Engineering for Engineering Consulting Services

Staff Recommendation

Staff recommends that the Board consider taking one of the following actions:

1. Receive the information today and direct Staff to place this item on the Consent Calendar for final approval at the next regular Board of Directors' Meeting; or
2. Authorize the CEO/General Manager to execute the consulting services contract with Scheevel Engineering for Engineering Consulting Services up to an estimated fee of \$250,000.

Summary

San Bernardino Valley's Engineering staff is led by our Chief Operating Officer and includes one Assistant Chief Engineer, two Project Managers, and one Associate Engineer; additionally, in the last three fiscal years, the Board of Directors approved a staff augmentation contract with Scheevel Engineering to provide on-call consulting services for the Engineering and Environmental Teams, up to 1,000 hours each year for a wide variety of engineering-based tasks and assignments. To continue to support the substantial engineering workload planned for this upcoming fiscal year, Staff recommends the Board of Directors consider engaging with Scheevel Engineering to provide professional engineering services for the Waterman Basins, Devil & Sweetwater Basins, County Line Recharge Project, Central Feeder – East Branch Extension (EBX) Intertie, Cactus Basin Connector, Recycled & Potable Water De-Chlorination, and Santa Ana River (SAR) Tributaries Restoration and Hidden Valley Wetlands Project for FY 23-24.

Background

On June 15, 2023, the Board will review and consider the proposed FY 23-24 General Fund Budget, which, among other things, would include a budget for many projects are scheduled to start the design process and continue to the construction phase during FY 23-24, including the SAR Enhanced Recharge Phase 1B, SAR Tributaries Restoration, the Central Feeder and EBX Intertie

Projects, and recharge basin maintenance activities. As the District has done historically, Engineering Staff will handle the construction management in-house for most of the upcoming Projects. Due to our small engineering staff and the number of projects in construction, in-house staff resources will have limited capacity to focus on keeping design and engineering moving forward.

Staff recommends that the Board continue to engage Scheevel Engineering to provide engineering and design services for the Cactus Basins Connector Project, planning of the SAR Tributaries Restoration and Hidden Valley Wetlands Projects, preparation of specifications and inspection services for the Central Feeder and EBX Intertie Projects, and technical work related to annual maintenance/operations of recharge basins.

Nate Scheevel, the principal of Scheevel Engineering, has been working with Valley District on many projects, including the preliminary design and feasibility studies for the Active Recharge Transfer Projects, evaluation of the Riverside North Aquifer Storage and Recovery Project (a.k.a. Rubber Dam Project), Santa Ana Sucker Habitat Pilot Study, and development of an operation and maintenance manual for the Enhanced Recharge Project. Given the types of upcoming projects we need assistance with, Mr. Scheevel is a uniquely qualified and trusted entity to perform duties as an extension of staff and our engineering team. Staff recommends that the Board of Directors consider entering into a professional services agreement with Scheevel Engineering for up to 1,000 hours, a not-to-exceed fee of \$250,000. Mr. Scheevel's time will be tracked at the project level; consequently, other project partners will reimburse a portion of his invoicing.

Fiscal Impact

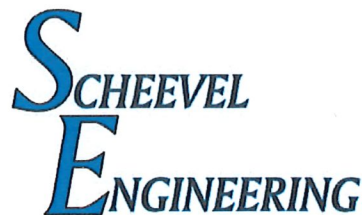
The estimated cost for the scope of services is up to \$250,000, which will be included in Line Item 6360 Consultants of the proposed FY 23-24 General Fund Budget for consideration by the Board. A portion of this amount will be reimbursed by project partners based on the specific projects worked on during the year.

Attachment

- 1) Professional Engineering Services Proposal by Scheevel Engineering dated June 3, 2023.

June 3, 2023

San Bernardino Valley Municipal Water District
 Attn: Leonardo Ferrando, PE, PMP, Assistant Chief Engineer
 380 East Vanderbilt Way
 San Bernardino, CA 92408



RE: Professional Engineering Services Proposal

Dear Mr. Ferrando:

Scheevel Engineering is pleased to present this proposal to the San Bernardino Valley Municipal Water District (Valley District) for professional engineering consulting services. Scheevel Engineering provides a wide variety of consulting and field services unique to water resource projects. These services include project management, field inspection, feasibility analysis, operation and maintenance optimization, preliminary design, 3D CFD modeling, final design, construction management, water quality analysis, environmental restoration and performance enhancement consulting for water resources and groundwater recharge system projects.

Scheevel Engineering has prepared this proposal to provide professional engineering consulting services for engineering design, consulting, project management, field services and other technical services for current and future projects as directed by Valley District. The specialized services offered by Scheevel Engineering will include the tasks outlined below in Table 1: Scope of Work.

Scheevel Engineering will provide engineering services on a wide variety of projects. The projects may include, but may not be limited to, Waterman Basin, Devil & Sweetwater Basins, County Line Recharge, Active Recharge, Central Feeder – EBX Intertie, Cactus Basin Connector, Recycled & Potable Water De-Chlorination, and SAR Tributaries Restoration and Hidden Valley Wetlands. The schedule for each project is independent and expected to vary, and Scheevel will make every reasonable effort to accommodate the project schedules as they change.

Table 1: Scope of Work

Scope Item Description
Engineering Design, Technical & Consulting Services – Provide engineering, technical support and project management services for field testing, planning, designing, bidding, construction and monitoring of multiple Valley District projects. Scheevel Engineering has identified Mr. Nate Scheevel for this engagement. Mr. Scheevel is a registered PE in CA with extensive field testing, planning, design, bidding, construction and monitoring experience. His experience can be found in the attached resume. Scheevel will provide its own vehicle, cell phone, laptop, general office supplies, computer software, flow measurement, pump monitoring and water quality monitoring equipment.

Upon your review of the above scope of work please let me know if you would like any additions or subtractions. Scheevel Engineering provides all services at an hourly rate of \$250.00. Scheevel Engineering proposes to provide up to 1,000 hours of consulting services on a time and materials bases for a not to exceed fee of \$250,000. Scheevel's travel time is free of charge and

Page 1 of 2

no additional fees or charges apply unless approved by Valley District. The fees associated with the above scope of work equals **\$250,000.00 (two hundred fifty thousand dollars)**. A breakdown of the fees associated with the proposed scope of work is illustrated in Table 2: Schedule of Fees.

Table 2: Schedule of Fees

Scope Item Description	Hours	Rate	Fee
Scope Items			
1) Engineering Design, Technical & Consulting Services	1,000	\$250/hr	\$ 250,000.00
Total	1,000		\$ 250,000.00

This proposal is valid for 30 days. Scheevel Engineering is prepared to start work on projects immediately and can modify the scope, proposed fees and schedule to meet Valley District's needs. Thank you for the opportunity to provide professional consulting services to San Bernardino Valley Municipal Water District.

Sincerely,
Scheevel Engineering



Nate Scheevel, P.E.
President/Principal

NATE SCHEEVEL

P.O. Box 28745, Anaheim, CA 92809
(714) 470-9045, nathanscheevel@yahoo.com

Professional Civil Engineer: CA# C80056, CO# 46839, MN# 50556
NCEES Model Law Engineer: Record Number 50504

EDUCATION:

2006 to 2008 *University of California at Berkeley, Berkeley, CA*
Bachelor of Science Degree - Civil Engineering

1994 to 1996 *Dakota County Technical College, Rosemount, MN*
Diploma - Heavy Construction Equipment Mechanics

EXPERIENCE:

July 2012 to Present *Scheevel Engineering, Anaheim, CA*
President/Principal
Provide professional civil engineering consulting services for private and public sector clients in California and Minnesota. Provide design services for water resource projects and heavy civil commercial projects. Provide specialty field testing/investigation, feasibility analysis, risk management, preliminary design, final design, project management, construction management and extension of staff services for recycled water, imported water and storm water resource projects. Provide design review, quality assurance, quality control for various groundwater recharge, recycled water, imported water and storm water capture and water resource projects. Provide groundwater recharge operation and maintenance modeling, optimization and consulting. Provide structural inspection, analysis and design. Provide surface water and sediment transport field data collection, analysis and computer modeling. Provide 1-D and 3-D CFD hydraulic modeling. Provide environmental restoration/enhancement analysis, design services and construction phase services.

January 2009 to April 2014 *Orange County Water District, Fountain Valley, CA*
Senior Engineer/Engineer
Project manager for multiple water resource and groundwater recharge enhancement projects, including capital improvement and rehabilitation/replacement projects. Managed all phases of projects including pre-design, design, bid, construction and operation/maintenance support. Simultaneously managed multiple consultants and contractors. Drafted requests for proposals, public works contract provisions and technical specifications. Developed O&M procedures for recharge basins and facilities. Drafted board agenda item submittals and presentations. Reviewed design submittals and technical specifications. Developed and assured adherence to project budgets and schedules. Coordinated with local, state and federal agencies for permits and regulatory compliance. Performed project

outreach to area stakeholders. Managed construction projects including submittal review, RFI responses, change order negotiations and field inspections. Collaborated with engineers, scientists, planners and managers to enhance groundwater recharge operations. Performed design calculations and data analysis for pipelines, pump stations, structures and water conveyance and groundwater recharge facilities. Participated in OCWD's Recharge Enhancement Working Group (REWG).

May 2008 to
August 2008

Shimmick Construction Company Inc., Oakland, CA

Project Engineer

Assisted with the construction of the West Dublin-Pleasanton BART Station Project. Duties and responsibilities included: verified field measurements; updated as-builts; responded to requests for information; prepared and reviewed submittals; scheduled and coordinated work with subcontractors; ordered and supervised concrete pours, pile driving and excavations; supervised night construction on Interstate 580; developed contingency plans; and performed small design projects.

April 2004 to
June 2006

Orange County Water District, Anaheim, CA

Basin Cleaning Vehicle (BCV) Operations Supervisor/Operator

Responsible for all operational aspects of BCV program including, budgets, hiring, performance appraisals, data analysis and design modifications. Supervised 4 employees and oversaw all operations. Collaborated with engineers, geologists, scientists and other water industry professionals to enhance the performance of the BCVs. Responsible for research and development of new technologies to enhance the performance of groundwater recharge basins. Assisted with operation and maintenance of groundwater recharge system. Assumed responsibilities of the Department Safety Officer. Developed operational procedures, designed and implemented modifications to BCV systems. Managed outside consultants on BCV design modification projects. Purchased supplies and equipment. Operated, maintained, repaired and modified BCVs. Maintained and adjusted Delta V process management computer program.

April 2002 to
April 2004

Orange County Water District, Anaheim, CA

Heavy Construction Equipment Operator

Operated and hauled a variety of heavy construction equipment. Proficient operator of bulldozers, excavators, scrapers, backhoe loaders, wheel loaders, motor graders, compactors, dump trucks, water trucks etc. Assisted with repairs and updates on Basin Cleaning Vehicle (BCV3). Applied pesticides utilizing customized spray truck.

June 1996 to
March 2002

Scheevel & Sons, Inc., Preston, MN

Owner/Operator/Mechanic

Co-owner and operator of a small, diversified excavating company. Experienced in residential, commercial, demolition, water/sewer and

agricultural projects. Developed excavation and site design plans to accommodate customers' needs. Prepared bids and estimates. Interpreted construction drawings, specifications and checked grades. Supervised a 7-member crew at job sites as well as in the shop. Coordinated projects with engineers, subcontractors, utility companies and state agencies, such as the Minnesota Pollution Control Agency, MNDOT and the DNR. Repaired, maintained and operated bulldozers, excavators, scrapers, backhoe loaders and dump trucks on a daily basis.

October 1995 to
May 1996

Trenchers Plus, Inc., Minneapolis, MN

Mechanic

Diagnosed and repaired trenching and directional boring equipment. Performed field service work. Developed repair estimates for customers.

March 1992 to
September 1995

Scheevel & Sons, Inc., Preston, MN

Owner/Operator/Mechanic

Repaired, maintained and operated various heavy construction equipment. Developed preventative maintenance plan for fleet of heavy construction equipment.

OTHER:

Proficient in: Microsoft Word, Excel, PowerPoint, Outlook, MS Project, Sketch-Up, HEC-RAS, EPANET, RISA, AutoCAD; Possess California Class A Driver's License (Combination, Airbrakes, HAZMAT, Tank and Doubles/Triples); Completed Delta V Factory Training; OSHA Certified as Competent Person in Trenching Safety and Confined Space; Experienced welder; Extensive experience in heavy equipment transporting; Possess MN Boiler Operator Special Engineer License; Developed and taught course in steel fabrication at UC Berkeley.

Scheevel Engineering / Nate Scheevel Project Experience:

Below is a partial list of projects that Mr. Scheevel has been involved with. Scheevel Engineering would be happy to provide more information on any of the projects listed below:

- 1) Prado SMDP Sediment Transport and WQ Monitoring & Analysis (OCWD) – Provide field data collection and analysis in Prado Basin and the Santa Ana River to determine the effects of sediment removal from Prado Basin. The focus of the monitoring and analysis is on geomorphology, sediment transport and water quality to restore native fish habitat in the Santa Ana River.
- 2) Santa Ana River Tributaries Recycled Water Dechlorinating Project (SBVMWD) – Provide field data collection and analysis for passively dechlorinating recycled water to restore flow to tributaries of the Santa Ana River and enhance native fish habitat.
- 3) Riverside North Aquifer Storage and Recovery Project (SBVMWD/WMWD) – Consultant to Valley District and Western to provide design review, value engineering, cost estimating, infiltration rate determinations and operations and maintenance modeling and recommendations for a new Santa Ana River rubber dam diversion and recharge basin system.
- 4) Santa Ana River Sediment Monitoring Program (OCWD) – Consultant to OCWD to perform a detailed sediment transport study of the Santa Ana River from San Bernardino/Riverside County to Orange County. Scope of work includes the collection of field data (suspended sediment concentration, bedload, bed material, stream flow measurements and cross section surveys) and analysis to compare field data to sediment transport models for the Santa Ana River. Includes a full scale sediment removal field project with field data collection and design performed by Scheevel.
- 5) Prado Basin Sediment Management Demonstration Project (OCWD) – Project Manager for the planning and design of a demonstration project to remove up to 500,000 cy yd of sediment from Prado Flood Control Basin and re-entrain it into the Lower Santa Ana River to replenish sediments in the River and enhance groundwater recharge in Orange County.
- 6) Prado Basin Ecosystem Restoration Feasibility Study (OCWD) – Consultant to OCWD to provide engineering and technical analysis services to support a U.S. Army Corp Ecosystem Restoration Feasibility Study to increase water conservation, ecosystem restoration and sediment management for Prado Basin and the Lower Santa Ana River. Includes engineering analysis, environmental

restoration design, cost estimating, sediment transport analysis, scheduling and implementation planning.

- 7) Santa Ana Sucker Protection and Beneficial Use Enhancement Project (SAWPA) – Consultant to SAWPA for the field modeling, analysis, design, bid document preparation, construction and monitoring phase services for Sucker fish habitat features in the Santa Ana River.
- 8) Santa Ana River Stream Bifurcation Pilot Project (SBVMWD) – Consultant to Valley District for the preliminary design, design, construction and monitoring of a native fish habitat enhancement project in the Santa Ana River.
- 9) Five Coves Basin Freshwater Marsh Project (OCWD) – Designed and managed/directed the construction of a new freshwater marsh habitat area in a groundwater recharge basin.
- 10) Conrock Riparian Stream Project (OCWD) - Designed and managed/directed the construction of a new riparian stream adjacent to/within a groundwater recharge basin.
- 11) Weir Pond Rehabilitation Project (OCWD) – Project Manager for the pre-design and final design to reconfigure 3 de-silting basins used to remove fine-grained sediments from storm water. Design included CFD model analysis and review.
- 12) Ammonia Tank Basin Seismic Evaluation (Mesa Water) – Provide field inspections and a seismic risk analysis for a 2,000 gallon ammonia tank. Present analysis and findings in a report to satisfy California Accidental Release Prevention (CalARP) requirements.
- 13) Admin Hallway Structural Design (OCWD) – Performed structural inspection, analysis and final design of new hallway walls/doors for administration building improvements.
- 14) OCWD/City of Santa Ana Reservoir Wall (OCWD) – Consultant to OCWD to perform final design services and develop bid/construction documents for a new CMU wall around an existing reservoir site in the City of Santa Ana.
- 15) Dry Chem 2nd Floor Addition (TVMWD) – Consultant to Three Valleys Municipal Water District for the structural design of a 2nd story floor addition to an existing dry chemical building.
- 16) Carport Canopies Project (TVMWD) – Consultant to Three Valleys Municipal Water District for the structural design to replace two existing carport canopies.

- 17) Confined Space Davit Arm Design (SCWD) – Consultant to SCWD to perform final design services to develop a standard design for a confined space davit arm anchorage.
- 18) Roof Beam Project Laguna Beach County Water District (LBCWD) – Consultant to LBCWD for the design of glulam beam roof design.
- 19) Timber Roof Beam Designs (Various) – Timber beam design for various small projects. Provided specialty structural analysis and design of timber beams and columns.
- 20) Upper to Lower Five Coves Transfer Structure (OCWD) – Designed and constructed a new surface transfer/flow measurement structure to provide data for infiltration rate testing.
- 21) LaJolla Rubber Dam Foundation Repairs (OCWD) – Project Manager for the investigation, design and repair implementation to remediate seepage underneath an inflatable rubber dam foundation located in a flood control channel. Performed the investigation, provided seepage analysis, designed repairs and supervised the repairs of the Project.
- 22) Grain Elevator Pit Structural Design (Meldahl Construction) - Consultant to Meldahl Construction, Inc. to design a reinforced concrete pit for a grain elevator.
- 23) Preston Dairy & Farm Agrichemical Facility (D&F) – Consultant to D&F to construct a new agrichemical facility campus. Project includes 5 new buildings with 3 new process systems. Responsible for preliminary design report, special structural design, site design and layout, utilities design, final design, contractor selection, scheduling, budgeting and accounting, construction management, inspection and regulatory agency coordination and permitting.
- 24) Harmony Agri Services Facility Enhancements (Harmony Agri) – Sub-Consultant to provide all structural analysis, design, construction document preparation and specialty field inspection for reinforced concrete foundations for buildings and a 65' tall tank tower.
- 25) Hyperion Secondary Effluent Pump Station (West Basin) – Consultant to West Basin Municipal Water District to provide project management services for the construction of their secondary effluent pump station.
- 26) Recycled Water Project Management Assistance (West Basin) – Consultant to West Basin Municipal Water District to provide project management services for several recycled water projects including pump stations, flow EQ basin and Title 22 filter rehabilitation projects.

- 27) Phase III Clearwell Rehabilitation Project (West Basin) – Consultant to West Basin Municipal Water District to provide project management services for pump, piping modifications and the rehabilitation of a microfiltration clearwell.
- 28) Chino Basin Program PDR (IEUA) – Subconsultant to IEUA for a preliminary design report for the development of up to three advanced water treatment facilities (AWTFs).
- 29) Burris Pump Station Project (OCWD) – Project Manager for the pre-design, permitting and final design of a new, 200 cfs storm water pump station. Managed construction of Phase I, which was awarded the ASCE Orange County Branch - Award for 2014 Flood Management Project of The Year.
- 30) Santiago Basin Floating Pump Station Project (OCWD) – Project Manager for a 50 cfs floating pump station and floating pipeline to transfer storm water between recharge basins.
- 31) Waterman Basin Emergency Maintenance (SBVMWD) – Consultant to Valley District for the emergency maintenance of a multipurpose (flood control and groundwater recharge) basin system. Services included developing and directing basin cleaning activities as well, assisted with permitting and performing a basin subsurface soils investigation.
- 32) Active Recharge Project (SBVMWD) – Consultant to Valley District for the preliminary design, diversion design, O&M modeling, cost estimating and benefit analysis of 9 new groundwater recharge basins and 4 existing flood control basins.
- 33) Santa Ana River Enhanced Recharge Phase 1B (SBVMWD) – Sub-consultant to Valley District for the final design of a series of recharge basins (> 200 acres) below Seven Oaks Dam. Provided field infiltration rate testing, O&M modeling and final design assistance for specialty groundwater recharge features for the project. Develop a comprehensive O&M Manual for the Enhanced Recharge System.
- 34) Chino Basin Program (IEUA) – Sub-consultant to IEUA for the development of a preliminary design study for an advanced water treatment facilities (AWTF) program for Chino Basin. Services include groundwater recharge systems consulting with a focus in issues specific to using AWTF water in recharge basins and injection wells.
- 35) Kansas Avenue Basin (RCFCWCD) – Consultant to Riverside County Flood Control & Water Conservation District for field infiltration rate pilot testing and preliminary design of groundwater recharge improvements for an existing flood control basin. Includes development of a preliminary design report. Performed pre-design, exploratory excavation and final design service for the pilot test project, as well as assistance with construction management, data collection and

final performance reporting including final design recommendations. Design included 3 infiltration rate test cells and a temporary pipeline system.

- 36)RMPU Improvements Preliminary Design Project (IEUA) – Sub-Consultant to IEUA for the preliminary design of improvements for 9 groundwater recharge basins. Tasks include field investigations/testing, infiltration rate determinations, operation and maintenance analysis/recommendations, design review and operations modeling.
- 37)Wineville Basin Proof of Concept Project (IEUA) – Consultant to IEUA for pre-design, final design and implementation of an infiltration rate testing project. Scheevel Engineering performed pre-design, exploratory excavation and final design services, as well as assistance with construction management, data collection and final performance reporting including design recommendations. Design included 6 infiltration rate test cells and a temporary pipeline system.
- 38)San Sevaine Basin Improvements Project (IEUA) – Consultant to IEUA responsible for the subsurface investigation and the project development report (PDR), including pre-design concepts, calculations and analysis. The PDR presents analysis of several alternatives (including pump station and pipelines) to improve/increase groundwater recharge at San Sevaine Basins.
- 39)Lower Day Basin Improvements Project (IEUA) - Consultant to IEUA for preparation of a Preliminary Design Report (PDR), permitting assistance and final design assistance to develop design concepts and provide a basis of design for the Lower Day Basin Improvements Project. Perform 3D CFD modeling of Day Creek Channel diversion alternatives. The purpose of the Project is to increase the amount of storm water and supplemental water captured and recharged into the Chino Groundwater Basin.
- 40)RMPU Operations Plan (IEUA) – Consultant to IEUA for developing operations and maintenance plan for the RMPU Projects. The O&M Plan covers 8 groundwater recharge basins maintenance, pipelines, pump stations, rubber dams, spillway gates and other groundwater recharge related facilities and features.
- 41)Victoria Recharge Basin (WMWD) – Sub-Consultant to Western for infiltration rate field pilot testing, preliminary design, final design, construction management assistance and O&M manual development of a new groundwater recharge basin. Scheevel Engineering performed pre-design, exploratory excavation and final design service for the pilot test project, as well as assistance with construction management, data collection and final performance reporting including final

design recommendations. Provided project management and construction management services during construction.

- 42) San Antonio & Thompson Creek Spreading Grounds O&M Manual (PVPA) – Sub-Consultant to PVPA for the development of a spreading grounds operations and maintenance manual, includes spreading grounds improvements recommendations.
- 43) Alamitos Barrier Improvement Project (OCWD) – Project Manager for the permitting and final design of the civil infrastructure for 17 new recycled/imported water injection wells to prevent seawater intrusion into OCWD’s groundwater basin.
- 44) La Sierra Pipeline & Sterling Reservoir & Pump Station Project (WMWD) – Consultant to Western to provide specialty construction management services for a new 30” pipeline and 30 cfs pump station.
- 45) Lower Five Coves Basin Infiltration Improvement Project (OCWD) – Designed and constructed a series of excavations to perforate a near surface confining layer in Lower Five Coves Basin to increase storm water recharge in the basin.
- 46) Peer review for alternative groundwater recharge methods:
 - a. Aquifer Transfer Well – Uses existing well technologies to transfer perched groundwater from zones high in an aquifer to deeper zones in the aquifer;
 - b. River-Bed Filtration Project – Uses shallow subsurface collection galleries to collect water filtered by the riverbed and then deliver the cleaner water to recharge basins;
- 47) Basin Cleaning Vehicle (BCV) Operations (OCWD) – Operations supervisor for a program to remove fine-grained sediments from groundwater recharge basins, while leaving the basins full of water and in service. Two primary technologies were used to achieve this objective: a fully submersible ROV system, and a floating barge system. Responsible for all operation and maintenance of the systems. A wide variety of operational data was gathered and analyzed for 4 basins to determine the effect of the BCVs on percolation rates. Full basin percolation rate testing was performed over an 8-year period.
- 48) Basin Cleaning Vehicle (BCV) Engineering (OCWD) – Responsible for designing and implementing modifications to the BCVs and recharge basins to increase effectiveness and efficiency. Designed and constructed basin modifications for infiltration rate testing. Collected, reduced and analyzed data. Prepared reports and presentations as to basin and BCV performance.
- 49) Alternative Basin Cleaning Technology Development (OCWD) – Responsible for developing and testing alternative basin cleaning methods. Methods tested

included: beach cleaning technologies, sweeping/broom technologies, rock picking technologies and windrowing technologies.

50) Field Investigation Experience – Mr. Scheevel has personally performed field investigations, proof of concept projects and pilot test projects to help determine infiltration rates at the following basins/sites.

- c. Kansas Avenue Basin (RCFCWCD) – Exploratory excavations and infiltration test cells
- d. Waterman Basins (SBVMWD & SBCFCWCD) – Exploratory excavations and infiltration rate determination
- e. Wineville Basin (IEUA) – Exploratory excavations and infiltration test cells
- f. San Sevaine Basin (IEUA) – Exploratory excavations
- g. CSI Basin (IEUA) – Exploratory excavations
- h. RP3 Basins (IEUA) – Exploratory excavations
- i. Burris Basin (OCWD) – Exploratory excavations and infiltration test cells
- j. Victoria Basin (WMWD) – Exploratory excavations and infiltration test cells
- k. Kansas Avenue Basin – Exploratory excavations and infiltration test cells
- l. Lower Five Coves Basin (OCWD) – Exploratory excavations and basin perforations
- m. Upper Five Coves Basin (OCWD) – Exploratory excavations
- n. Weir Pond #3 (OCWD) – Exploratory excavations
- o. Miller Basin (OCWD) – Exploratory excavations
- p. Anaheim Lake (OCWD) – Exploratory excavations
- q. EVWD Plant 143 (SBVMWD) – Exploratory excavation and infiltration test cell

51) Five Coves and Lincoln Basins Bypass Pipeline Project (OCWD) – Project Manager for the pre-design, permitting and final design of a 66-inch diameter bypass pipeline to increase recharge basin performance and percolation data collection improvements.

52) Lakeview Transfer Project (OCWD) – Project Manager for the pre-design, design and construction of carbon fiber (FRP) lining of a 7' x 7' reinforced concrete box culvert.

53) Kraemer Basin Valve Vault (OCWD) – Project Manager for the pre-design, design and construction of 15' x 40' valve vault around a complex system of 72-inch, 48-inch and 36-inch piping and multiple flow control valves.

54) GWRS Pipeline Assessment and Inspections (OCWD) – Project Manager for the regular inspection and condition assessment of 14 miles of 72-inch – 60-inch recycled water pipeline. Developed inspection and testing protocols and personally entered and inspected the pipeline.

- 55) Imperial Rubber Dam Replacement Project (OCWD) – Project Manager for the design, selection and replacement of OCWD's 7' x 320' inflatable rubber dam across the Santa Ana River, near Imperial Highway.
- 56) Imperial Headgates R&R Project (OCWD) – Project Manager for pre-design, permitting and design for the selection and replacement of a new trash rack system and diversion gate replacement.
- 57) Storm Water Detention Pond Investigation and Repairs (POET) – Consultant to POET Biorefinery to perform basin inlet repairs and investigate/repair a sinkhole in the berm of a storm water detention basin.



DATE: June 13, 2023

TO: Board of Directors' Workshop – Resources/Engineering

FROM: Wen Huang, Chief Operating Officer/Assistant General Manager
Greg Woodside, Chief of Planning and Watershed Resilience
Adekunle Ojo, Manager of Water Resources

SUBJECT: Consider Authorizing the Purchase of Additional Article 21 Water through the State Water Project (SWP) and Potential Declaration of SWP Surplus

Staff Recommendations

Authorize the CEO/General Manager to purchase up to 10,000 acre-feet of Article 21 water in 2023, an increase of 5,000 acre-feet from the current authorization and provide feedback to staff about declaring up to 5,000 acre-feet as surplus at a future Board meeting in accordance with Ordinance No. 79.

Summary

On March 21, 2023, the Board of Directors approved the purchase of 5,000 acre-feet under Article 21 of the State Water Contract (Article 21 water), which is above and beyond the Table A entitlement of 102,600 acre-feet. Article 21 water is only available under certain conditions; availability is determined on a weekly basis, and it is currently estimated to be available through at least June 20. At the March 14, 2023 Resources/Engineering Workshop, the Board approved an unbalanced exchange of 3,000 acre-feet with the Crestline-Lake Arrowhead Water Agency (CLAWA) this year and in return, San Bernardino Valley will provide 1,500 acre-feet to CLAWA in the future. Combined, San Bernardino Valley currently has access to approximately 111,000 acre-feet of SWP supplies in 2023 or 8% greater than Table A entitlement and this would grow to almost 117,000 acre-feet with additional Article 21 water; the weekly amount of Article 21 water allocated to San Bernardino Valley is 1,200 acre-feet.

Based on several key assumptions, San Bernardino Valley is estimated to have the capacity to deliver a maximum of 96,000 acre-feet through the end of calendar year 2023 and carryover 15,000 acre-feet into 2024, potentially creating a SWP surplus ranging from 900 acre-feet to 5,000 acre-feet after all SWP orders in the service area are met. Local precipitation and physical constraints

at SWP pump stations and the recharge facilities will limit San Bernardino Valley’s ability to utilize all the water available in 2023 and increase the risk of losing some of that water (“San Luis Reservoir Spill”) if there is no Plan B such as declaring surplus to evacuate some of the excess liquidity later in the year. The delivery of additional Article 21 water as available will provide greater flexibility to maintain or have a higher carryover amount into 2024 and potentially declare a surplus.

As such, staff is recommending that the Board authorize maximizing Article 21 water acquisition and consider declaring up to 5,000 acre-feet as surplus to the District’s requirement in 2023. As stipulated by Ordinance No. 79, the recommendation will be subsequently presented to the Basin Technical Advisory Committee before formal consideration by the Board. Surplus SWP sales, if any, will be based on actual supply and delivery numbers and not estimated, and will be brought back to the Board for approval.

<u>2023 Supplies</u>	<u>Acre-Feet</u>
Carryover from 2022	903
Article 21 (Currently Authorized)	5,000
Additional Article 21 (Proposed)	5,000
CLAWA Exchange	3,000
Table A (100%)	102,600
Estimated Supplies	<u>116,503</u>
<u>2023 Deliveries</u>	
Direct Delivery Orders	31,500
Recharge - Estimated Capacity	64,500
Total Estimated Deliveries	<u>96,000</u>
Carryover Target into 2024	15,000
Storage Balance in Kern-Delta Water Bank	3,393
Max. SWP Available for Additional Carryover or Surplus	<u>5,503</u>

Background

One of the primary water management strategies in the San Bernardino Valley service area is to store water (both local and imported) in wet years like this one for later use in dry years. In wet years, the California Department of Water Resources, as the operator of the State Water Project, can divert additional water from the Sacramento-San Joaquin Delta under Article 21 of the State Water Contracts (Article 21 water) for delivery to interested State Water Contractors if required environmental requirements are met and San Luis Reservoir is full.

It is good water management practice to utilize Article 21 water first when available and preserve Table A since the latter can be carried over to the next year while the former is “use it or lose it.” However, there is an inherent risk in having a large carryover storage in the San Luis Reservoir; the recommended amount in Ordinance No. 79 is 15,000 acre-feet, which can be evacuated in a timely manner if the following year is trending wet. Any sale of surplus water will be done in accordance with the following legal provisions:

- I. Article I (4) and Article II of Ordinance No. 79 of 2017,
- II. Surplus Water Sale Agreement of 2018 with the San Gorgonio Pass Water Agency which gives the Pass Agency first right of refusal to purchase up to 5,000 acre-feet of surplus water for Yucaipa Valley Water District and the South Mesa Water Company, and
- III. Coordinated Operating and Surplus Water Agreement with the Metropolitan Water District of Southern California of 2021, which is how surplus SWP water is primarily provided for the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP).

The surplus notification date for the Pass Agency agreement is on or before June 15 while the notification date for the Metropolitan agreement is June 1 which has been graciously extended by Metropolitan to June 29 for this year. A surplus declaration is not a guarantee that the Pass Agency or Metropolitan will agree to purchase the surplus water due to the abundant SWP supplies this year. However, if Metropolitan were to purchase the surplus water and provide 50% to agencies participating in SARCCUP, the water will help operationalize SARCCUP and serve as a proof-of-concept for the program.

District Strategic Plan Application

This is consistent with San Bernardino Valley’s desire to work collaboratively to provide a reliable, resilient, and sustainable water supply that contributes to a healthy watershed for future generations.

Fiscal Impact

San Bernardino Valley only pays for the variable costs for the delivery of the Article 21 water. Funds are available from the State Water Project budget to pay for the additional amount in delivery charges, which is estimated at \$250/acre-foot and increase delivery costs by up to \$1.25 million. The increased delivery costs are recoverable when the additional water is sold.

Attachment

- 1) 2023 Delivery Plan (Estimates)
- 2) Ordinance No. 79
- 3) Coordinated Operating and Surplus Water Agreement

Estimated Deliveries of SWP Water For Calendar Year 2023 -- Acre Feet

Source of Imported Water Supply	Total Available			JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Measurement / Delivery Point	Turn-Out	Max CFS	Min CFS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
RECHARGE DELIVERIES																
Lytle Creek - Fontana Water Company - CEMEX	1															
Fontana Water Company - CEMEX Spreading																
Sweetwater	3															
Sweetwater - SBB GC		8							475	491	491	475	491	238	246	2,907
Sweetwater - Valley District																
Badger	4															
Badger - SBB GC		5							297	307	307	297	307	149	153	1,817
Waterman	5															
Waterman - SBB GC		40	30					1,228	2,376	2,455	2,455	2,376	2,455	1,188	1,228	15,761
Waterman - Valley District																
Patton	6															
City Creek	7															
City Creek - SBB GC			5													
City Creek - Valley District / HCP																
Santa Ana Low	8															
Santa Ana Low - SBB GC		95	75						2,822	5,831	5,831	5,643	5,831	2,822	2,916	31,695
Santa Ana Low - EVWD BB Agreement																
Santa Ana Low - BVMWC (purchase)																
Santa Ana Low - Redlands (purchase)																
Santa Ana Low - Valley District																
Plunge Creek	9															
Plunge Creek - Valley District / HCP (North Fork)		2							119	123	123	119	123	59	61	727
Mill Creek Spreading	15															
Mill Creek Spreading - Redlands																
Mill Creek Spreading - Valley District																
Lower Mill Creek - SBB GC																
Mill Creek Spreading - SBB GC		30							891	1,841	1,841	1,782	1,841	891	921	10,009
Zanja East Weir to WCD - Valley District	20															
Zanja East - SBB GC			15													
Zanja East - Valley District																
Wilson Creek	22															
Wilson Creek - YVWD		3						184	178	184	184	178	184	89	92	1,274
Wilson Basin - Valley District																
Oak Glen Basin																
<i>Sub-total Recharge</i>		183	125					1,412	7,158	11,233	11,233	10,870	11,233	5,435	5,616	64,189

Estimated Deliveries of SWP Water For Calendar Year 2023 -- Acre Feet

Source of Imported Water Supply	Total Available	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
DIRECT DELIVERIES														
Lytle Creek	1													
WVWD	9	6	8	14		552	535	552	552	535	552	535	552	4,395
Marygold Mutual	0.65					40	39	40	40	39	40	39	40	315
RHWC														
SB County - Glen Helen	0.65					40	39	40	40	39	40	39	40	315
Fontana Water Company - to CEMEX (SB County)	1					61	59	61	61	59	61	59	61	485
Fontana Water Company - to Summit WTP (Riv County)	5.5			246	221	338	327	338	338	327	338	327	338	3,134
EVWD Plant 134	7													
EVWD Plant 134 BB Agreement														
EVWD Plant 134 - BVMWC purchase (for EVWD)														
EVWD Plant 134 - SBB GC	8.25					506	490	506	506	490	506	490	506	4,002
EVWD Plant 134 - EVWD (purchase)	3	189	172	124	184	184	178	184	184	178	184	178	184	2,124
Northfork	9													
Northfork - EVWD (purchase)														
Northfork - EVWD - BB Agreement														
Northfork - BVMWC purchase (for EVWD)														
Edwards Pipeline	10	2	1											
Edwards Canal Pump - BB Agreement														
S.A.R.C.	11	25	10											
S.A.R.C. - Valley District														
S.A.R.C. to Redlands Aqueduct - Redlands (purchase)	7.5	8			191	460	446	460	460	446	460	446	460	3,829
S.A.R.C. to Redlands Aqueduct - BB Agreement														
S.A.R.C. to Redlands Aqueduct - BVMWC purchase (for Redlands)														
S.A.R.C. to Redlands Aqueduct Recharge (purchase)	1			109	63	61	59	61	61	59	61	59	61	657
East Valley W.D. Greenspot Road														
Bear Valley Highline Connector	13	Sunrise Ranch												
SB County Flood Control Grove		Sunrise Ranch												
Newport Ave.	14													
Newport Ave. - Greenspot Mutual														
Newport Ave. - BVMWC	2	1	2		4	123	119	123	123	119	123	119	123	976
Newport Ave. - In-Lieu														
Tres Lagos														
Tres Lagos - Greenspot Mutual	0.33						20	20	20	20	20	20	20	140
Tres Lagos - BVMWC	0.5		2		2		30	31	31	30	31	30	31	216
Tres Lagos - In-Lieu														
Unger Lane to Zanja	16													
Unger Lane to Zanja - Crafton - BVMWC In-Lieu														
Unger Lane to Zanja - Crafton - BVMWC	1	15		2		61	59	61	61	59	61	59	61	487
Boullioun Box	17 / 18													
Boullioun Box to Zanja														
Boullioun Box to Highline In-Lieu														
Boullioun Box to Highline - BVMWC	2		14	8	97	123	119	123	123	119	123	119	123	1,089
City of Redlands	19													
City of Redlands - Tate Treatment In-Lieu														
City of Redlands - Tate Treatment														
Yucaipa Regional Park	21													
YVWD Regional Park	0.5	1			18	31	30	31	31	30	31	30	31	260
YVWD TP	14.5		41	349	424	458	890	861	890	861	890	861	890	8,306
Western Heights														
SGPWA Little San Gorgonio Creek	28													
SGPWA Noble Creek	29													
<i>Sub-total Direct Delivery</i>	84	36	237	547	926	1,237	3,471	3,408	3,522	3,522	3,408	3,522	3,408	30,731

ORDINANCE NO. 79

ORDINANCE OF THE BOARD OF DIRECTORS OF THE SAN
BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
PROVIDING PROCEDURES FOR THE DECLARATION AND
THE SALE OF SURPLUS WATER OF THE DISTRICT

WHEREAS, the District has adopted the *Upper Santa Ana River Watershed Integrated Regional Water Management Plan* (Integrated Plan);

WHEREAS, one of the primary water management strategies in the Integrated Plan is the storage of water in wet years for later use in dry years;

WHEREAS, conditions may exist from time to time when the District has more water available than needed;

WHEREAS, Section 31023 of the California Water Code allows for the sale of surplus water outside of the District's service area;

WHEREAS, the District's State Water Contract allows for the sale of its State Water Project (SWP) water to areas outside of the District's service area, upon written consent from the State;

BE IT ORDAINED by the Board of Directors of the San Bernardino Valley Municipal Water District as follows:

ARTICLE I

DECLARING WATER SURPLUS

- 1) The Board must declare water to be surplus, or not needed, for use within the District's service area before it may be sold outside of the District. Such a declaration shall only be valid for the calendar year of the specified SWP Table A allocation.
- 2) The District will use the following information in its determination of whether any water is surplus:
 - a) *Change in Groundwater Storage for the San Bernardino Basin, Rialto-Colton and Yucaipa Basin Areas*, District, latest edition (CIS Report)
 - b) *Regional Water Management Plan*, Basin Technical Advisory Committee (BTAC), latest edition (BTAC Plan)
 - c) *Regional Water Management Plan Monthly Statement*, latest edition (BTAC Monthly Statement)
 - d) *Western Municipal Water District of Riverside County, a municipal water district; City of Riverside, a municipal corporation; the Gage Canal Company, a corporation; Agua Mansa Water Company, a corporation; Meeks & Daley Water Company, a corporation; Riverside Highland Water Company, a corporation, and the Regents of the University of California vs. East San Bernardino County Water District, et al.* (Judgment)
 - e) Pumping restrictions, if any, in the Rialto-Colton Basin based upon the requirements of the Rialto Decree (Rialto Decree)
 - f) Recommendation from the Groundwater Sustainability Council (GSC)
 - g) Recommendation from the BTAC
 - h) Recommendation from the San Bernardino Valley Advisory Commission on Water Policy (Advisory Commission)

- 3) No Surplus Water. The District may declare that there is no surplus based upon the following conditions:
 - a) The cumulative change in groundwater storage in the San Bernardino Basin Area, Rialto-Colton Basin and Yucaipa Basin is within the “No Surplus” area as shown on Exhibits A, B and C.
 - b) There are pumping restrictions in the Rialto-Colton Basin due to the requirements of the Rialto Decree.
 - c) The liquefaction potential is low per the BTAC monthly statement.
 - d) Recharge for the year is less than the BTAC artificial recharge threshold as published on the BTAC monthly statement.
 - e) The District is obligated, under the terms of the Judgment, to recharge water.
 - f) There is available capacity in the District storage program.
- 4) Discretionary Zone. When the above conditions for “No Surplus Water” do not exist, the general manager may develop a recommendation for Board consideration based upon the following:
 - a) *Available water*. The total amount of water potentially available for sale will be the total amount of water available to the District less the total amount of orders from the retail water agencies within the District’s service area (including the GSC) and less 15,000 acre-feet of carryover storage to the following year (subject to the storage conditions at San Luis Reservoir).
 - b) *Hydrologic conditions*.
 - i) The possibility that the next three years could be extremely dry
 - ii) Liquefaction potential per the BTAC monthly statement
 - c) *Available storage capacity*. The amount of storage space available:
 - i) Storage capacity in the San Bernardino Basin Area (SBBA).
 - (1) Review of current artificial recharge as compared with the BTAC artificial recharge threshold on the BTAC monthly statement.
 - (2) Review of liquefaction potential on the BTAC monthly statement.
 - (3) Review of the storage level in the CIS Report.
 - ii) Storage capacity in the Rialto-Colton Basin (RCB). Storage capacity is considered available whenever there are pumping restrictions under the terms of the Rialto Decree.
 - iii) Storage capacity in the Yucaipa Basin (YB). Review of the storage level in the CIS Report.
 - iv) Review of any other storage locations under the District storage plan
 - d) *Recharge obligations*. Any recharge obligations under the Judgment
- 5) The general manager shall use the above information, and any other available information, to develop a recommendation for the amount of water, if any, that the Board may want to consider declaring surplus. The general manager will share the recommendation with the Board in a workshop. The final recommendation, if any, would then be presented to BTAC and the Advisory Commission for their input, before formal consideration at a Board meeting.
- 6) The general manager will present the recommended amount of surplus water to the Board for final consideration.
- 7) The Board will declare the amount, if any, of surplus water for the calendar year of the specified Table A allocation.

ARTICLE II

DELEGATION OF AUTHORITY

- 1) Pursuant to Water Code Section 71301, authority is hereby delegated to the general manager to sell or otherwise dispose of any surplus water belonging to the District subject to provisions herein provided.
- 2) The general manager may delegate his responsibility for sale or other disposition of surplus

water to other officers, employees, or agents of the District, who, in his own judgment and discretion, will best facilitate or expedite said sale or disposition.

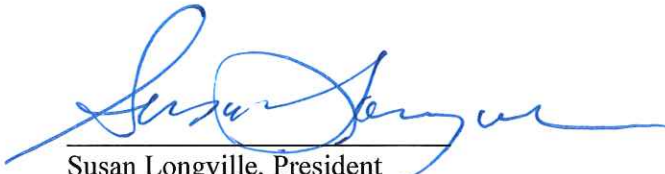
- 3) In the event of sale, the proceeds shall be paid into the District's Basin Management Fund to offset the cost of future imported water purchases.

ARTICLE III

SALE OF SURPLUS WATER

- 1) The general manager will develop agreements for the sale of any surplus water, for the Board's consideration.
- 2) The general manager will have the ultimate authority over the sale of any surplus water per the terms and conditions of water sales agreements that have been approved by the Board.
- 3) The general manager will keep the Board informed about the sale of surplus water.

ENACTED: May 16, 2017



Susan Longville, President

ATTEST:



Steve Copelan, Secretary

Exhibit A. Cumulative Change in Storage for the San Bernardino Basin Area

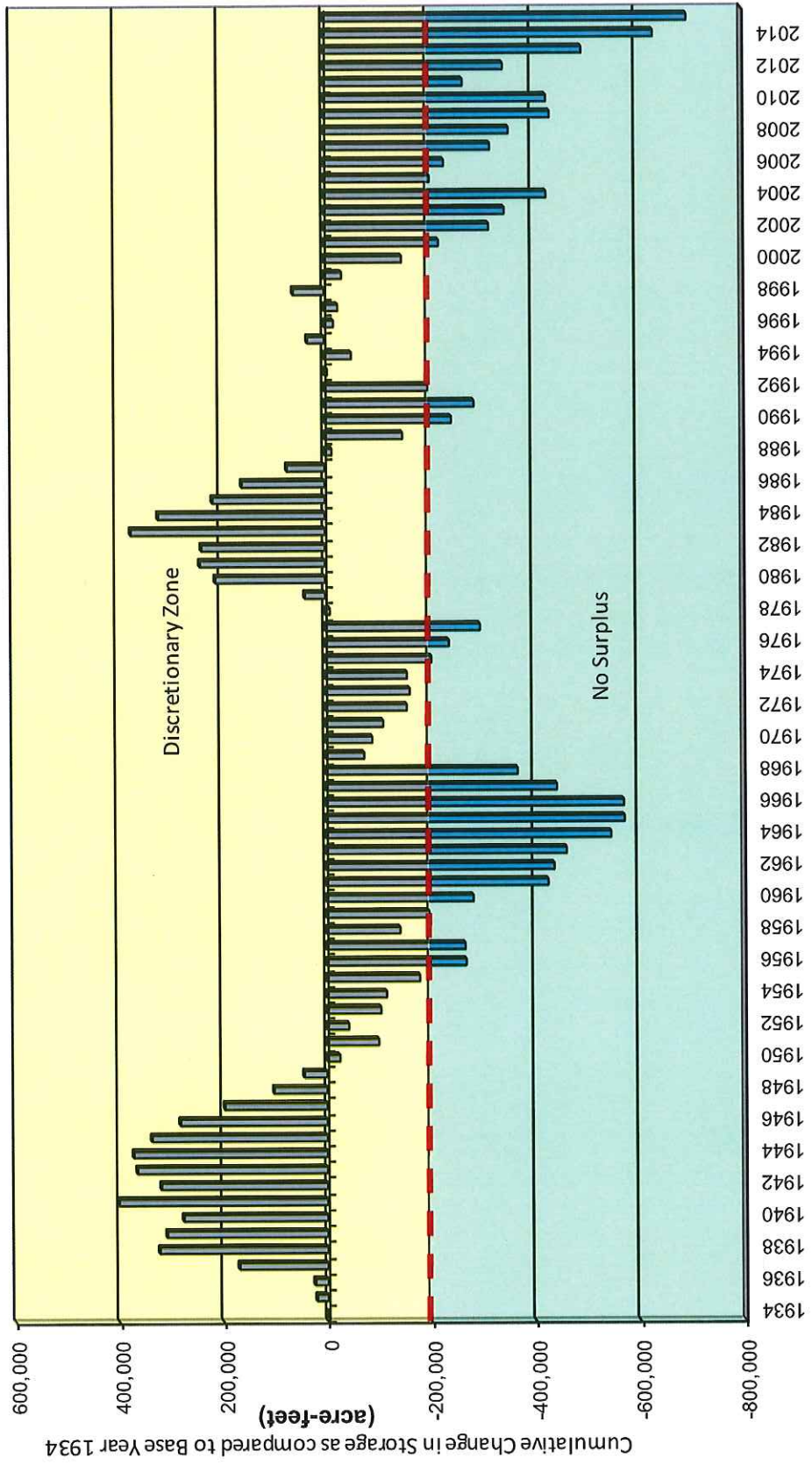


Exhibit B. Cumulative Change in Storage for the Rialto-Colton Basin

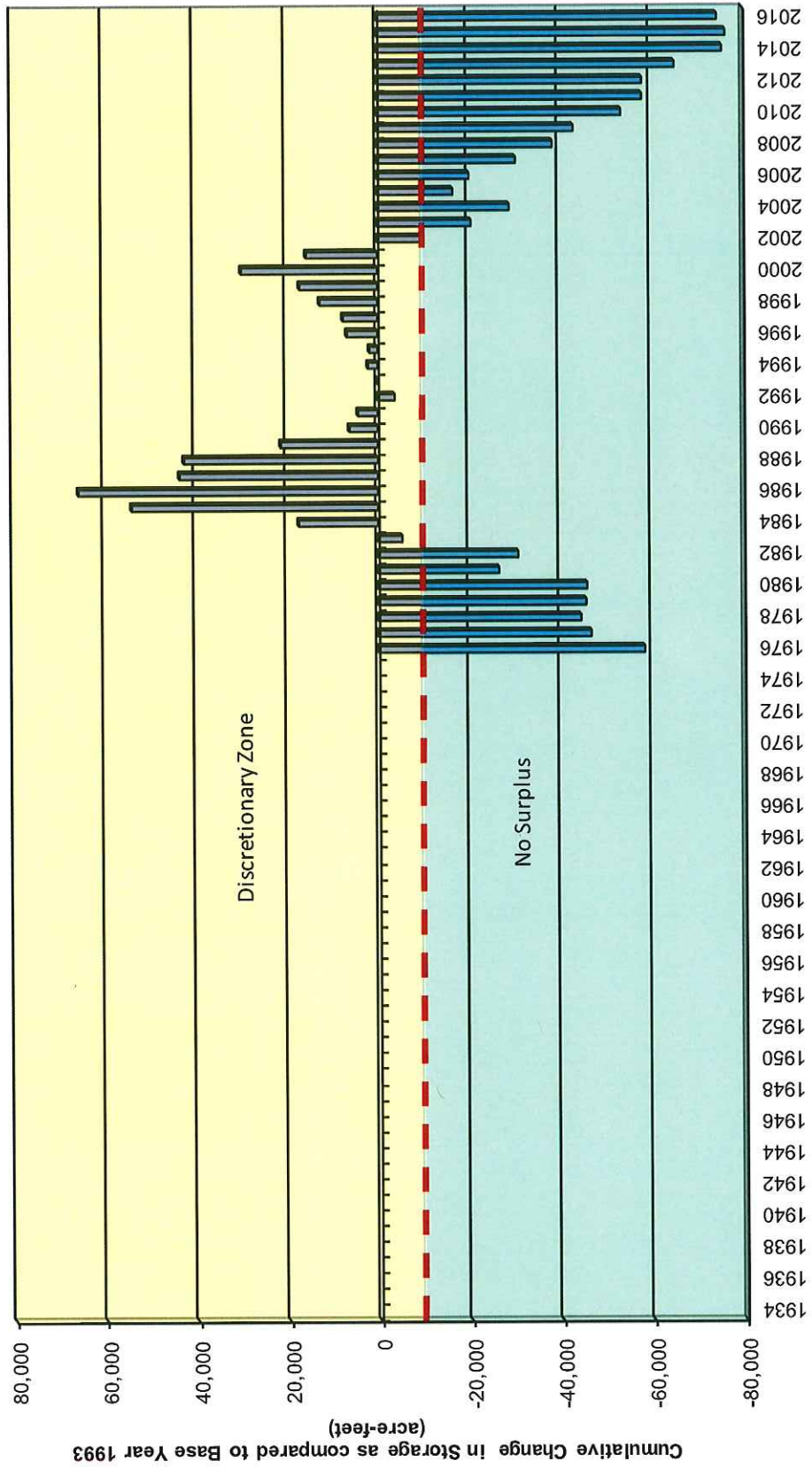
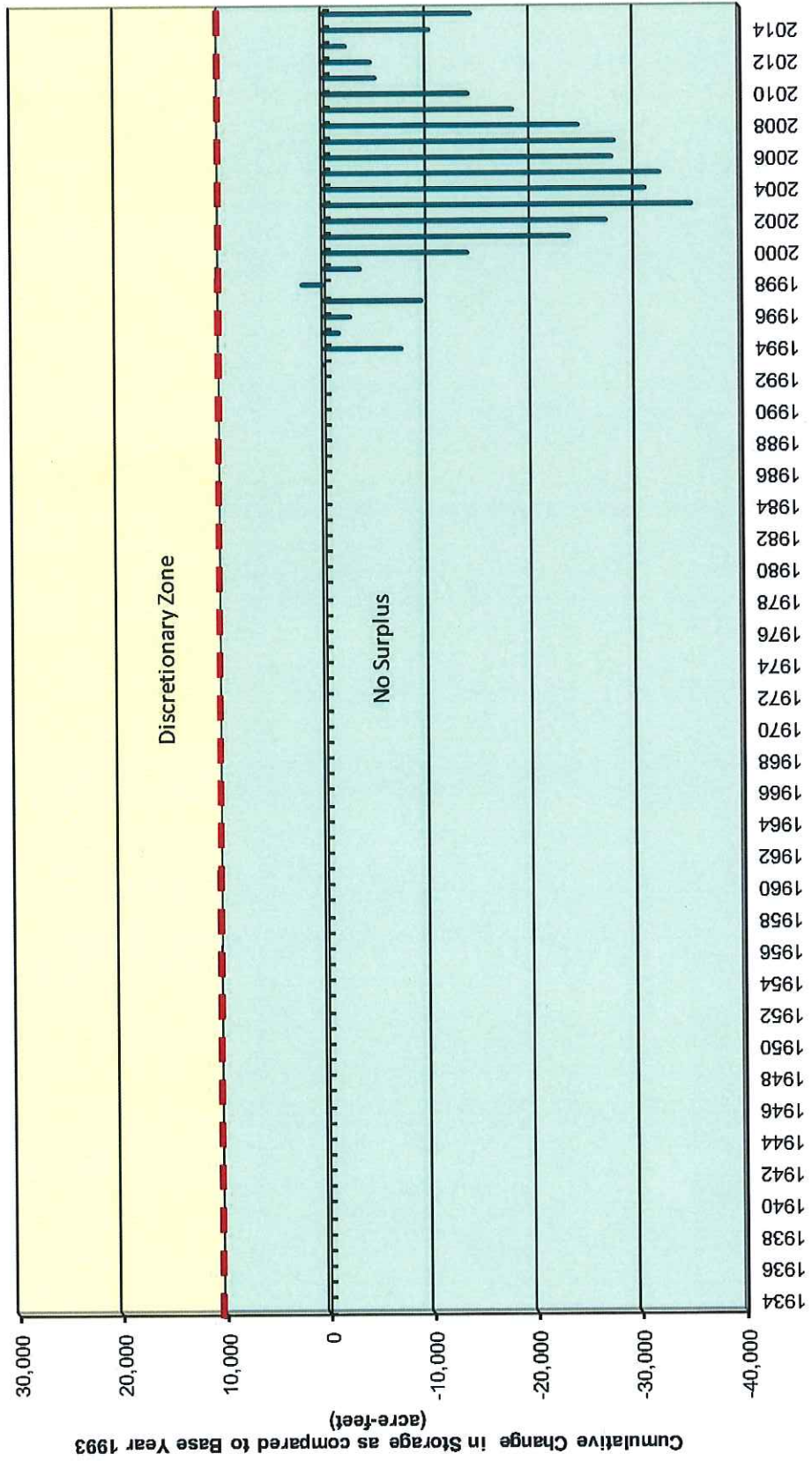


EXHIBIT C. Cumulative Change in Storage for the Yucaipa Basin





THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

June 21, 2021

San Bernardino Valley Municipal Water District
Heather Dyer, General Manager
380 East Vanderbilt Way
San Bernardino, CA 92408

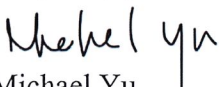
Executed Coordinated Operating and Surplus Water Agreement Between The Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District

Dear Ms. Heather Dyer:

The enclosed attachment is your copy of the fully executed *Coordinated Operating and Surplus Water Agreement Between The Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District*.

Thank you for your cooperation on this matter. If you have any questions, please feel free to contact me at myu@mwdh2o.com.

Very truly yours,


Michael Yu

Enclosure

**COORDINATED OPERATING AND SURPLUS WATER AGREEMENT BETWEEN
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

This Coordinated Operating and Surplus Water Agreement (Agreement) is entered into and effective this 15th day of June, 2021 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 of the State of California engaged in developing, transporting, storing and wholesale delivery of water in portions of the counties of San Bernardino and Riverside.

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.

E. In 2000, Metropolitan and Valley District entered into a Coordinated Operating Agreement (COA) that provided for coordinated operation of their respective resources within Valley District to increase reliability of their respective water supplies. Both Metropolitan and Valley District have benefited from the COA including, but not limited to:

- i. The ability for both Parties to coordinate the operation of their distribution systems under emergency situations.
- ii. Metropolitan was able to utilize Valley District’s Foothill Pipeline to convey approximately 610,000 acre-feet (AF) of water to Diamond Valley Reservoir while MWD’s Inland Feeder was under construction.
- iii. Metropolitan purchased 223,500 AF of water from Valley District that benefited the Metropolitan service area.

- iv. Valley District used the proceeds from the water sales to Metropolitan to offset the cost of facilities in Valley District's service area.
- v. Metropolitan enhanced the Valley District delivery system by constructing the Foothill Pump Station, at Metropolitan's expense, in order to fill Diamond Valley Reservoir.
- vi. Metropolitan allowed Valley District to participate in Metropolitan's Kern-Delta water storage program.
- vii. Metropolitan allowed Valley District to use its pipeline fabrication plant and related technical services in an emergency situation.

F. The COA expired in 2016. Metropolitan and Valley District wish to continue their partnership with this new Agreement that continues in the same cooperative spirit of the COA. The overarching goal of this Agreement is to continue to identify opportunities for coordinated operation of the Parties' individual systems to realize mutual benefit and to facilitate the sale of a portion of Valley District's surplus SWP water to Metropolitan.

Agreement

The Parties hereby agree as follows:

1. *Cooperation Generally*

- a. *Identification of Projects.* Metropolitan and Valley District will continue to work together to identify water-related projects which may be of mutual benefit. Any projects so identified will be further examined regarding their technical and financial feasibility by Metropolitan, Valley District, and/or mutually agreed-to consultants. Such projects may include, but are not limited to:
 - i. Interconnection of conveyance facilities.
 - ii. Coordinated use of SWP water supplies consistent with the existing SWP contract rights of Metropolitan and Valley District, and the water rights of local groundwater and surface water users.
 - iii. Coordinated use of SWP water supplies and facilities in support of the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP).
 - iv. Coordinated use of facilities to maximize the delivery of water diverted from the Santa Ana River under Valley District's and Western Municipal Water District's water rights permits.
 - v. Use of existing and/or new facilities for the production and conveyance of water for conjunctive use operation in the San Bernardino Basin.

- b. *Deliveries Within the Other Party's Service Area Prohibited.* Metropolitan and Valley District will not deliver water from any source, including but not limited to SWP water supplies (except as required or provided for under the Riverside County Superior Court judgment No. 78426 and Orange County Superior Court judgment No 117628) into each other's respective service areas, except as provided herein or as agreed to in writing by the Parties.

2. *Sale of Valley District Surplus SWP Water*

- a. *Declaration of Surplus SWP Water.* No later than June 1 of each year, Valley District will determine, in its sole discretion, the quantity of surplus SWP water that it may have over and above the demands of its customers, per its Ordinance 79, as amended.
- b. *Surplus SWP Water First Made Available to the San Geronio Pass Water Agency.* Valley District will first offer 5,000 AF of its surplus SWP water each year for sale to the San Geronio Pass Water Agency.
- c. *Remaining Surplus SWP Water Made Available to Metropolitan.* Valley District will offer to Metropolitan, and Metropolitan may purchase, all of Valley District's remaining surplus SWP water, provided that Metropolitan agrees that an amount equivalent to up to half of the water that Metropolitan purchases from Valley District may qualify as Extraordinary Supply under Metropolitan's Water Supply Allocation Plan for Metropolitan's member agencies participating in the SARCCUP, provided that such storage meets all of Metropolitan's requirements.
- d. *Storage of Surplus Water in Valley District's Service Area.* Metropolitan allows Valley's Surplus SWP Water purchased by Metropolitan to be temporarily stored within the boundaries of Valley District provided that it is ultimately used within Metropolitan's service area during the term of this Agreement. Valley District and Metropolitan agree to work cooperatively with DWR on an agreement to effectuate these deliveries.
- e. *Recovery of SARCCUP Water within Valley District's Boundaries.* When a member agency of Metropolitan wishes to recover SARCCUP water stored within Valley District's boundaries, Valley District will coordinate a delivery, by exchange with Metropolitan, or a delivery through local facilities that were constructed by SARCCUP agencies. Valley District will notify Metropolitan when the water is recovered from Valley District's boundaries and conveyed to a Metropolitan member agency.
- f. *Cost of Surplus SWP Water.* Metropolitan will pay Valley District for its surplus SWP water that Metropolitan purchases from Valley District as set forth in the following table:

Final SWP Allocation	Water Cost (\$/AF)
0 - 20%	\$450
21 - 40%	\$350
41 - 60%	\$250
61 - 100%	\$125

Metropolitan will pay the Water Cost per AF in the table plus the actual SWP energy cost for that year, as determined by DWR. Metropolitan's payments for each calendar year are due and payable each February 1, for the prior year, but the energy costs are subject to reconciliation by DWR. For surplus water temporarily stored in Valley District's service area, the Water Cost paid by Metropolitan is \$125/AF, regardless of the Final SWP Allocation for that year. The Parties agree to re-evaluate these costs every five years.

3. *Mutual Aid.* The Parties agree to provide mutual aid as follows:

- a. *Use of Facilities.* Metropolitan and Valley District shall coordinate their facilities in a manner consistent with the principles of the Omnibus Mutual Assistance Agreement as implemented by the state-wide Water Agency Response Network in coordination with the State Office of Emergency Services. Specifically, Metropolitan and Valley District will conduct a test of the ability to move water to each other's systems within the first five (5) years of this agreement. The goal of the test will be to identify any facility deficiencies and develop procedures for delivering to each other's systems in advance of a possible emergency where such deliveries are required.
- b. *System Reliability and Back-Up.* The coordinated use of Metropolitan's Inland Feeder Santa Ana River Crossing Pipeline in conjunction with the Foothill Pipeline and Inland Feeder provides Valley District and Metropolitan with greater system reliability and back-up during emergencies and facility outages. With existing system interconnections, Metropolitan may convey Valley District's water through Metropolitan's Inland Feeder Santa Ana River Crossing pipeline at no cost to Valley District when requested and when capacity is available provided it does not interfere with Metropolitan's deliveries during the term of this Agreement. Valley District may convey Metropolitan's water through Valley District's Foothill Pipeline at no cost to Metropolitan when requested and when capacity is available provided it does not interfere with Valley District's deliveries during the term of this Agreement. Metropolitan and Valley District will ensure, at their own expense, that the water conveyed, at a minimum, meets all federal and state standards applicable to the California Aqueduct as established by the State Water Resources Control Board, DWR, or other permitting authority.

4. *Local Stormwater Supplies.* Valley District and Metropolitan agree to work cooperatively on exploring supplemental stormwater programs that would provide mutual benefits to their respective service areas.
5. *Term.* This Agreement is effective as of the date set forth above and continues in force until December 31, 2035, unless the State Water Contracts between the Parties and the State of California are extended past 2035, in which case this Agreement will have the same termination date. However, either Party may terminate this Agreement at any time, with or without cause, upon one year's written notice of termination.
6. *DWR Approvals.* The transfer of Valley District Surplus SWP to Metropolitan shall not become operative until DWR approvals are obtained for all provisions requiring such approval. Valley District and Metropolitan shall jointly pursue obtaining such approvals.
7. *Rights and Obligations Under the 1969 Judgments.* This Agreement is not intended and shall not be construed to interfere with rights or obligations under the 1969 Judgments (*Orange County Water District v. City of Chino*, et al., Orange County Superior Court Action No. 117628 ("*Orange County Judgment*"), and *Western Municipal Water District of Riverside County*, et al. v. *East San Bernardino County Water District*, et al., Riverside Superior Court Action No. 78426 ("*Western Judgment*")).
8. *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 that 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 during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.
9. *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.
10. *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 use a mediator, they will equally share the mediator's fees and expenses.
11. *Amendment.* This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.
12. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. *Headings.* The paragraph headings used in this Agreement are intended for convenience only and shall not be used in interpreting this Agreement or in determining any of the rights or obligations of the Parties to this Agreement.
14. *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.
15. *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.
16. *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.
17. *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.
18. *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.
19. *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.
20. *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.
21. *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.
22. *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 Water District
Attention: General Manager
380 E. Vanderbilt Way
San Bernardino, CA 92408

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

DocuSigned by:
By: Jeff Kightlinger
76A7441F0328A1C7
Jeffrey Kightlinger
General Manager

6/15/2021
Dated

APPROVED AS TO FORM:

DocuSigned by:
By: Marcia Scully
9D1F09E10678408
Marcia L. Scully
General Counsel

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

DocuSigned by:
By: Heather Dyer
D2EEB8FED881E5
Heather Dyer
General Manager

6/14/2021
Dated

APPROVED AS TO FORM:

DocuSigned by:
By: Brendan Brandt
0CADE48C77734FD...
Brendan Brandt
General Counsel