



**REGULAR MEETING OF THE BOARD OF DIRECTORS
2:00 pm Tuesday, June 4, 2024**

In Person:

380 East Vanderbilt Way
San Bernardino, CA 92408

Online via Zoom:

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

Meeting ID: 684 456 030

PASSCODE: 3802020

By Telephone:

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

Meeting ID: 684 456 030

PASSCODE:3802020

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 3, 2024**. All public comments will be provided to the Board President and may be read into the record or compiled as part of the record.

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



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

REGULAR MEETING OF THE BOARD OF DIRECTORS
2:00 PM Tuesday, June 4, 2024

CALL TO ORDER/PLEDGE OF ALLEGIANCE/ROLL CALL

1) 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.

2) CONSENT CALENDAR

2.1 Approve Minutes of the Board of Directors' Workshop - Resources/Engineering - May 14, 2024 (2 min) - Page 3

[Staff Recommendation - Approve Minutes of the Board of Directors' Workshop - Resources/Engineering 051424](#)

2.2 Approve Minutes of the Regular Board of Directors' Meeting - May 21, 2024 (2 min) - Page 12

[Staff Recommendation - Approve Minutes of the Regular Board of Directors' Meeting 052124](#)

3) DISCUSSION AND POSSIBLE ACTION ITEMS

3.1 Consider Waterman Turnout Hydroelectric Station Start-up and Commissioning Services (20 min) - Page 20

[Staff Memo - Consider Waterman Turnout Hydroelectric Station Start-up and Commissioning Services](#)

[E Tech Group Proposal](#)

[CSI Proposal](#)

[Waterman Hydro Startup and Commissioning Plan](#)

3.2 Consider Water Sales Agreement with the County of San Bernardino and West Valley

Water District to Provide Supplemental Water to the Glen Helen Area (20 min) - Page 46

[Staff Memo - Consider Water Sales Agreement with the County of San Bernardino and West Valley Water District to Provide Supplemental Water to the Glen Helen Area](#)

[Proposed Water Sales Agreement for Glen Helen Area](#)

4) REPORTS (Discussion and Possible Action)

4.1 State Water Project Report (10 min) - Page 57

[Staff Memo - State Water Project Report](#)

[Excerpt from Delta Conveyance Project Monthly Board Report](#)

[Excerpt from Sites Reservoir Project Monthly Status Report](#)

4.2 Directors' Report of Activities and Travel Requests in accordance with Resolution 1100

4.3 General Counsel Report

4.4 Ad-Hoc and Standing Committee Reports

4.5 SAWPA Meeting Report

5) FUTURE BUSINESS

6) ANNOUNCEMENTS

6.1 List of Announcements (2 min)- Page 64

[List of Announcements](#)

7) CLOSED SESSION

8) ADJOURNMENT

**MINUTES
OF
THE
BOARD OF DIRECTORS WORKSHOP – RESOURCES/ENGINEERING
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

May 14, 2024

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

Directors Absent: None

Staff Present:

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager
 Joanna Gibson, MS – Executive Director Upper SAR Habitat Conservation Program
 Wen B. Huang, PE, MS – Assistant General Manager/Chief Operating Officer
 Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board
 Michael Plinski, PE – Chief of Water Resources
 Cindy Saks, CPA – Chief Financial Officer/Deputy General Manager
 Greg Woodside, PG, C.Hg. – Chief of Planning and Watershed Resilience
 Melissa Zoba, MBA, MPA – Chief Information Officer

Leo Ferrando, PE – Assistant Chief Engineer
 Kelly Malloy, MPA – Strategic Communications Manager
 Adekunle Ojo, MPA – Water Resources Manager
 Matthew Olivo – Senior Accountant
 Kai Palenscar, Ph.D. – Environmental Compliance and Permitting Program Manager
 Sayer Pinto, MBA – Principal Water Resources Analyst
 Andreea Tanase, MPA – Administrative Analyst I

Members of the Public in Attendance:

Melody McDonald, San Bernardino Valley Water Conservation District
 John Longville, San Bernardino Valley Water Conservation District
 Jennifer Ares, Yucaipa Valley Water District
 Joyce McIntire, Yucaipa Valley Water District
 Madeline Blua, Yucaipa Valley Water District
 David Ruehl, Santa Ana Watershed Project Authority
 Jeff Mosher, Santa Ana Watershed Project Authority
 Eric Vaughan, Rincon Consultants
 Erik Feldman, Rincon Consultants
 James Law, Santa Ana Watershed Association
 James Morales, East Valley Water District
 Meredith Nikkel, Downey Brand

The Resources/Engineering Workshop of the Board of Directors was called to order by Chairperson June Hayes at 2:01 p.m. A quorum was noted present.

Agenda Item 1. Introductions. Board members, staff, and members of the public in the room introduced themselves, as did most of the attendees online.

Agenda Item 2. Public Comment. Chair Hayes invited public comment. There was none.

Agenda Item 3. Discussion and Possible Action Items.

3.1) Status Update and Consider Additional Expenditures on the Inland Empire Brine Line – Agua Mansa Lateral Project. Assistant Chief Engineer Leo Ferrando and SAWPA Executive Manager of Engineering and Operations David Ruehl provided background on the three-party agreement with the Santa Ana Watershed Project Authority (SAWPA) and the Rialto Bioenergy Facility, Inc. (RBF) to replace 4,500 feet of lateral to facilitate connection to the Inland Empire Brine Line for increased flexibility and reliability, among other benefits. Construction expenditures in the amount of \$740,000 (San Bernardino Valley’s share) were approved by the Board in October 2023, which included a 10 percent contingency. The SAWPA Project 24 Committee approved the project in August 2023 and a \$2,226,000 contract was awarded to Genesis Construction. The completed contract amount was \$2,226,170 including change orders. The majority of the construction cost (82 percent) was paid by RBF; SBV paid 13.5 percent (\$787,300) and SAWPA paid 4.5 percent.

Work took place within the City of Rialto and the City of Colton and was completed on April 30, 2024. A 12-inch pipe was installed, and seven new maintenance access structures were added. SAWPA will be responsible for maintenance of the line.

Issues that created delays included unknown abandoned and unclaimed utilities along Agua Mansa Drive, and contractor delays, Mr. Ruehl explained. The line can be expanded to new customers in the area, he added. There are many uses that benefit SAWPA for operating the Brine Line, he noted.

CEO/General Manager Heather Dyer commended all partner agencies. She recalled this line was originally considered a problem and staff had sought a collaborative, regional solution.

Director Botello commented on the forward-thinking and the lead of Director Harrison.

Director Harrison noted that all payments are current.

Staff is requesting ratification of the additional expenditures related to construction management costs due to the biomonitoring for the Least Bell’s vireo in the area. Director Harrison also pointed to the presence of the unclaimed 12-inch steel line in the project area.

In response to an inquiry from Director Botello, SAWPA General Manager Jeff Mosher indicated the construction went well. He concurred with the comments of CEO/General Manager Dyer, noting this is the first time SAWPA has built and owned an additional lateral, but the associated benefits made it the right thing to do and good public policy. Some of the lessons learned will be built into the Brine Line Master Plan.

Chair Hayes asked if the project had remaining punch list items. Agencies have signed off on completion, including the PA 24 Committee, Mr. Ferrando assured.

The Board of Directors ratified additional expenditures in the amount of \$47,300 for work completed on the Agua Mansa Lateral Project by the following roll-call vote:

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

3.2) Consider 2024 - 2025 Support Services for the Yucaipa Sustainable Groundwater Management Agency with Dudek in the amount of \$35,360. Water Resources Manager Adekunle Ojo indicated this is the third contract of this nature brought to the Board, covering the period of May 1, 2024, to April 30, 2025, which aligns with the Sustainable Groundwater Management Act (SGMA) reporting. San Bernardino Valley (SBV) administers the Yucaipa Sustainable Groundwater Management Agency (SGMA) for the eight participating agencies; therefore, this is brought before the Board for approval in order to issue a purchase order.

This contract includes a price increase of \$1,870 (5.6 percent) over the previous year, which is reasonable considering the inflationary environment, Mr. Ojo explained. SBV's portion of the cost is 6 percent (\$2,210). The remainder will be billed to the other seven agencies.

Dudek's responsibilities include organizing Yucaipa SGMA Board meetings, managing compliance protocols, conducting outreach to private well owners, and assuring the SGMA agency can do all things possible to comply with the Sustainable Groundwater Management Act, Mr. Ojo explained, and noted that the Yucaipa SGMA is becoming a role model for the functioning of a GSA.

Director Longville asked about the outreach to private well owners. Mr. Ojo noted phase 1 of that activity was included in the prior contract, and this phase includes mailing, follow up, and completion of the outreach.

Director Botello asked about the engagement of the private well owners, noting that it is undesirable to be in a position of non-response. Mr. Ojo indicated it is an opportunity to build relationships and trust. Certified mail is the first approach and there will be an online portal for engagement. Chief of Water Resources Michael Plinski acknowledged that most producers were here prior to SGMA, and noted there is emphasis on managing a groundwater basin as a group effort, and well owners' participation is needed. It is in the producers' best interest to work with the District to have the most accurate numbers possible, but estimates will be made if needed. Director Botello suggested a door-to-door effort.

Chair Hayes pointed to the regulatory agencies' recent remedial actions to GSAs and commended Yucaipa SGMA for doing it right. She asked about the right to pump water in an adjudicated area, and whether it was in the spirit of SGMA. Ms. Dyer noted the unique 1969 judgment for the San Bernardino Basin states pumpers can pump what they need/what they can put to beneficial use without limit, based on the fact that SBV, as a wholesaler, is refilling behind them. The Safe Yield was calculated based on assumptions related to water returning to the Basin, she explained, and Basin Optimization is being done to figure out how to have a sustainable Basin, based on reality. It is time to have those forward-looking conversations, she added.

Assistant General Manager/Chief Operating Officer Wen Huang discussed the differences and boundaries between the Yucaipa Basin and San Bernardino Basin areas.

Director Botello noted the contractor is doing a good job, as is staff.

The Board of Directors authorized the CEO/General Manager to execute a Consulting Services Agreement with Dudek in the amount of \$35,360 by the following roll-call vote:

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

3.3) Draft Climate Adaptation and Resilience Plan (CARP). Chief of Planning and Watershed Resilience Greg Woodside highlighted portions of the draft Plan and requested feedback from the Board. He explained this is a planning document that does not commit the Board to an action but provides a framework to identify and prioritize actions to adapt and be resilient in the face of climate change.

Stakeholder interviews and a community workshop took place, and after input from the Board and the public is incorporated, a revised draft will be brought back to the Board,

Mr. Woodside explained. The CARP meets the climate resilience goal of San Bernardino Valley's Strategic Plan with four guiding principles:

1. Water supply diversification
2. Water supply protection
3. Flexibility and efficiency
4. Connecting people to water and climate

There are 139 actions identified, some of which are already being carried out, Mr. Woodside continued. He presented measures and actions tied to the principles and current climate trends. He noted the District and Board could look at the framework to determine how San Bernardino Valley is doing and how things are continuing to change through climate indicators and progress measures.

The Board discussed inclusion of language incorporating climate adaptation into business practices, noting this is a suggestion by the committee to include in General Measures to allow the Board to determine if a policy should be adopted. Ms. Dyer stated this could be something simple such as "the Board will consider the investment policy to be consistent with x, y, z."

President Kielhold acknowledged this is a planning document and asked how it would be used. Mr. Plinski indicated it lays out a series of priorities for staff to begin working toward. President Kielhold suggested including in the plan an indication as to how it was intended to be used.

Chair Hayes noted one of the purposes of the plan was to help San Bernardino Valley obtain grants. She said although it raises awareness, she felt the example of investment policy was premature, and recommended first looking at whether the plan is right for San Bernardino Valley and looking at policies as it is implemented and moving forward. Director Longville pointed out the rationale composed by consultant Rincon, describing why there is a CARP and how it will be used, is very well written.

CEO/General Manager Dyer said she sees the CARP as a working reference document that brings the four guiding principles into business practice. It demonstrates that the District is thinking through the risks to assets, infrastructure, investments, and business, and writing it all down is helpful.

Director Botello noted neither aridification nor earthquake risk is included, and suggested earthquakes could not be separated from climate and drought risks.

Director Harrison noted that cloud seeding is included.

Plan implementation would be phased over the long-term, Mr. Plinski advised, based on cost of measures, benefits, and actions and how to phase them appropriately with the budget. Monitoring of the evolution of scientific understanding of the impacts of climate change would be ongoing, and the actions would be updated to reflect the latest science. Approval of the Plan does not commit the Board; the Board will review and consider individual items that have a new contract or expense.

Director Longville advised the committee met nine times and focused on actions.

After a request for more time for Board review, staff requested the Board provide feedback by June 4.

3.4) Consider Ratification of Advance Expenditures and Approval of Lands Restoration and Maintenance Consulting Services Agreement. Executive Director Upper SAR Habitat Conservation Program Joanna Gibson explained this new consulting service agreement, which includes land restoration and maintenance actions at multiple locations:

- Habitat Conservation Plan (HCP) Preserve Lands (necessary for advance mitigation identified in the incidental Take Permit applications under review by the US Fish and Wildlife Service and California Department of Fish and Wildlife for permitting of more than 100 projects)
 - Tributary restoration
 - San Bernardino Kangaroo Rat mitigation lands
- Habitat restoration actions at mitigation sites tied to permits
 - Weaver Basins ongoing maintenance
 - Waterman Basins construction
- Land management actions on properties owned by San Bernardino Valley
- Habitat restoration actions tied to permits issued to other partner agencies

Merging all the activities into one contract provides economies of scale, Ms. Gibson explained, for a total of \$919,596. After reimbursements from West Valley Water District (WVWD), and East Valley Water District (EVWD) (if included), plus grant funding, the net adjusted cost to San Bernardino Valley is approximately \$448,975: \$500,000 is included in the 2023-2024 budget. She provided detail on the not-to-exceed cost for each project component, reimbursement amounts, and San Bernardino Valley's net adjusted cost.

San Bernardino Valley has been using the Santa Ana Watershed Association (SAWA) for land management actions for multiple years, Ms. Gibson noted. They respond to abatement notices and are licensed for herbicide application. Ms. Gibson reminded the Board about SAWA's unique qualifications, and the recent palm tree treatment project performed by SAWA. This larger agreement eliminates the need for individual purchase orders for abatement work and encompasses multiple needs. She reviewed the activity approval process including reimbursement agreements, provided an overview of District lands to be managed, and tied the activity to San Bernardino Valley's Strategic Plan.

A pressing need to begin work on the Waterman Basins project arose, and management action was initiated at the beginning of this year under the CEO/General Manager's expenditure authority under Resolution No. 1048, Ms. Gibson explained. SAWA was provided a cost estimate of approximately \$15,000 to do some treatment at the site, and that is being rolled into this one large agreement.

Director Botello asked about reimbursement of SBV staff time for providing administrative services in securing the permitting for partner agencies, and a quantification of savings. CEO/General Manager Dyer advised expenses are passed through, but staff time is not currently charged to partner agencies for assistance in environmental permitting and compliance. San Bernardino Valley has the expert staff to navigate the challenge and complexity of obtaining environmental permits, and these projects are beneficial to the entire region. However, she noted, the workload is not sustainable for environmental staff to manage the Habitat Conservation Plan, all San Bernardino Valley projects, and do work on behalf of partner agencies, and at some point, cost recovery will need to be examined.

Chair Hayes reiterated staff does the work and does it well; a value provided to partner agencies which could otherwise hire a consultant to do it. She noted that much of the work is cost-shared and posited that cost-sharing perhaps should not be done as taxpayer money is being used and services provided only to some who need it. Director Botello suggested quantifying the work to be used as an in-kind.

Director Botello agreed with Ms. Dyer if the partner agencies are to benefit, it would be great for SBV to be recognized for this work.

Director Longville commented on the palm tree project, noting the palms stand at the urban interface and pose a fire hazard. Ms. Gibson confirmed the palms are all within the earthwork area for the Anza Creek restoration project and would be removed, with consideration to nesting bird season and roosting of one species of bat. In response to Chair Hayes, she noted those species could relocate to other native trees in the area. To avoid tree disposal fees, as many as possible are being incorporated into the design plans for the creek, Ms. Gibson added. Director Harrison pointed out the palms are also used by owls.

In response to Director Harrison, Ms. Gibson assured she had received correspondence from West Valley Water District (WVWD) indicating they are comfortable with this approach and are appreciative of SBV's assistance, and Ms. Gibson advised them that a reimbursement agreement would be put in place. She said she had reached out to EVWD but had not yet had a response. Director Harrison expressed concern and advised staff to proceed with caution.

President Kielhold noted permitting work is also provided by the private sector, and there could be complaints about San Bernardino Valley providing that work. He asked if there was data additional to what was provided in the staff report, and Ms. Gibson explained there is a large spreadsheet with additional detail.

Chair Hayes asked why San Bernardino Valley was not proactive and had received abatement notices from the County. Ms. Gibson explained the District has numerous properties, and the requirement is to clear 10 feet from the road and 100 feet from any structure; however, the vegetation is native species and notices occur during nesting season, which is an issue. District staff communicates with Code Enforcement, she noted.

Chair Hayes expressed support for SAWA's use of the California Conservation Corps (CCC) which provides experience for youth. The longer-term agreement facilitates calendaring the CCC, as they are in high demand, Ms. Gibson noted.

The Board of Directors ratified the advance expenditure of \$15,102 and authorized the CEO/General Manager to execute a Consulting Services Agreement with the Santa Ana Watershed Association (SAWA) for an amount not to exceed \$919,596 by the following roll-call vote:

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

Agenda Item 4. Future Business. Chair Hayes reminded the Board about the Inland Solar Challenge event over the coming weekend.

Director Harrison informed the Board that he will attend the May 21, 2024, Regular Board meeting via teleconference as he will be in Sacramento for the CSDA Legislative Days.

President Kielhold reported appointment of Special District Representative Kimberly Cox to the Local Agency Formation Commission (LAFCO).

Agenda Item 5. Closed Session. District Counsel Meredith Nikkel, introduced the Closed Session items. Chair Hayes adjourned the meeting to Closed Session at 3:58 p.m.

5.1) Conference with Legal Counsel - Existing Litigation

Pursuant to paragraph (1) of subdivision (d) of Govt. Code Section 54956.9
 Name of case: BlueTriton Brands, Inc. v. California State Water
 Resources Control Bd., et al., Fresno Super. Ct.
 Case No. 23CECG04202

Chair Hayes returned the meeting to Open Session at 4:14 p.m. Counsel Meredith Nikkel stated there was no reportable action taken in the closed session.

Agenda Item 6. Adjournment.

The meeting was adjourned by Chair Hayes at 4:14 p.m.

APPROVAL CERTIFICATION

I hereby certify to approval of the foregoing Minutes of San Bernardino Valley Municipal Water District.

Secretary

Date _____

Respectfully submitted,

Lynda J. Kerney
Contract Assistant

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

May 21, 2024

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

Directors Absent: Susan Longville

Staff Present:

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager
 Wen B. Huang, PE, MS – Assistant General Manager/Chief Operating Officer
 Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board
 Kelly Malloy, MPA – Strategic Communications Manager
 Michael Plinski, PE – Chief of Water Resources
 Cindy Saks, CPA – Chief Financial Officer/Deputy General Manager
 Greg Woodside, PG, C.Hg. – Chief of Planning and Watershed Resilience
 Melissa Zoba, MBA, MPA – Chief Information Officer

Leo Ferrando, PE – Assistant Chief Engineer
 David McArthur – Water Operations Manager
 Adekunle Ojo, MPA – Water Resources Manager
 Matthew Olivo – Senior Accountant
 Sayer Pinto, MBA - Principal Water Resources Analyst
 Karen Resendez, MAOL – Human Resources & Risk Manager
 Andreea Tanase, MPA – Administrative Analyst I

Brad Neufeld, Varner & Brandt, District Legal Counsel

Members of the Public in Attendance:

Jennifer Ares, Yucaipa Valley Water District
 Joseph Zoba, Yucaipa Valley Water District
 Melody McDonald, San Bernardino Valley Water Conservation District
 John Longville, San Bernardino Valley Water Conservation District
 Kevin Walton, San Gorgonio Pass Water Agency
 AJ Johnson, Cloud Driven Solutions
 John Harris, City of Redlands
 Meredith Nikkel, Downey Brand
 James Morales, East Valley Water District
 Ron Coats, East Valley Water District

The regular meeting of the Board of Directors was called to order by President Kielhold at 2:05 p.m. Director Botello led the Pledge of Allegiance. A quorum was noted present by roll call.

Agenda Item 1. Public Comment

Director Harrison updated his teleconference location as 1021 O Street, Suite 7220, Sacramento, CA (Senator Rosilicie Ochoa-Bogh's office).

James Morales and Ron Coats of East Valley Water District recognized the partnership and enhanced collaboration of San Bernardino Valley (SBV) on the Sterling Natural Resources Center (SNRC) and advised it is currently recharging 6 million gallons per day into the groundwater basin. He noted that the SNRC is collecting accolades including the Clair A. Hill Award at the recent Association of California Water Agencies (ACWA) conference. The project will also receive the Water and Wastewater Project of the Year Award from the Design Institute. President Kielhold acknowledged the partnership and value of the SNRC.

Agenda Item 2. Consent Calendar.

2.1) Approve Minutes of the Regular Board of Directors Meeting – September 5, 2023

2.2) Approve Minutes of the Regular Board of Directors Meeting – April 2, 2024

2.3) Approve Minutes of the Board of Directors Workshop – Policy/Administration - April 4, 2024

2.4) Approve Minutes of the Board of Directors Workshop – Resources/Engineering - April 9, 2024

2.5) Approve Minutes of the Board of Directors Workshop – Policy/Administration - May 2, 2024

The Board of Directors approved the items on the Consent Calendar by the following roll-call vote:

MOVED: Botello	SECONDED: Hayes	APPROVED: 4-0
AYES:	Botello, Harrison, Hayes, Kielhold	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Longville	

Agenda Item 3. Discussion and Possible Action Items.

3.1) Consider Supervisory Control and Data Acquisition (SCADA) System Upgrade.

Assistant Chief Engineer Leo Ferrando explained the components and functions of the SCADA system including computers, electrical hardware control, communication, and software. Operators can control, monitor, and turn on or off certain valves, pumps, and motors via the system. Licenses for several operators will be needed.

Mr. Ferrando explained the system is outdated and many components can no longer be serviced or updated. Upgrading the system will provide a standardized platform for all facilities across the water system. He described the recommended hardware, software, and integration services (programming) at a budget not-to-exceed \$67,000.

Vice President Hayes asked if the SCADA system had remote capabilities, and if the system was proprietary (i.e., could SBV's data and history be lost). Mr. Ferrando explained there is remote access to the system to perform certain controls. Assistant General Manager/Chief Operating Officer Wen Huang explained the recommendation for Aveva Select California for continuity purposes and to retain all data in the system.

WonderWare/Aveva is an industry leader used by many utilities and in the event of any issues, Mr. Huang surmised that another provider would buy the license and continue to run it. This is a platform to record and report the data; San Bernardino Valley owns the data, he said. The end user will be the Operations Department, Mr. Ferrando added.

In response to Director Botello, Mr. Ferrando confirmed this system is an upgrade of the system San Bernardino Valley is currently using, and transition will be seamless.

Director Botello asked about consideration for using locally owned providers. Mr. Ferrando indicated staff always tries to source locally first, and pointed to consideration of NetComp Technologies, but due to the nature of Wonderware/Aveva as the industry standard, staff would move forward with them.

Director Botello asked about training. Mr. Ferrando said telephone support is available to assist staff. Chief Executive Officer/General Manager Heather Dyer added that San Bernardino Valley is looking to get a few more operators who are highly trained on SCADA. She noted that with pumping 24 hours per day, a particular staffing schedule must be implemented by Operations. Mr. Huang explained the staffing of Operations, on-call personnel, and use of the system.

Director Harrison expressed support, noting that SCADA is an important system and is used by all.

The Board of Directors approved a not-to-exceed budgetary amount of \$67,000 for the procurement of integration services for upgrades of the SCADA controls system by the following roll-call vote:

MOVED: Botello	SECONDED: Harrison	APPROVED: 4-0
AYES:	Botello, Harrison, Hayes, Kielhold	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Longville	

Agenda Item 4. Reports (Discussion and Possible Action Items).

4.1) CEO/General Manager's Report. Chief Executive Officer/General Manager Heather Dyer highlighted the following:

- Participated in the California Wildfire and Forest Resilience Task Force
- Met with federal agencies and with lawmakers in Washington, D.C. while on the National Habitat Conservation Plan Coalition legislative trip
- Participated in several Earth Day events
- Participated on a panel on reliable water supply and SB 366 at the ACWA Spring Conference
- Great progress is being made on the Enhanced Recharge project. A dedication event will take place in the fall
- The Foundations Summit presented information about SBV and received good feedback. It was followed by a bus tour of facilities
- The Sunrise Ranch Master Plan is moving forward and a workshop will be held on June 18 to present the draft Plan and obtain feedback
- A productive meeting was held with San Bernardino County Supervisor Joe Baca and the County CEO along with staff and other agencies focused on collaboration on technical issues and forming a recharge agreement for use of the Cactus Basins
- A meeting was held last week on Forecast Informed Reservoir Operations (FIRO) and the long-term strategy to operate the Seven Oaks dam is moving forward for generations to come
- The County Line Recharge Basin project was awarded an additional \$3.1 million in American Rescue Plan Act (ARPA) funds. Staff is working with the San Geronio Pass Water Agency and South Mesa Water Company on design, engineering, and permitting
- The 53rd annual Santa Ana River Watermaster Report was submitted to the Court by the April 30 deadline and showed full compliance with the provisions of the judgment for Water Year 2022-2023
- There are upcoming speaking engagements for Ms. Dyer and staff

Director Botello reported on a presentation by Strategic Communications Manager Kelly Malloy on the Water Infrastructure Finance and Innovation Act (WIFIA).

Vice President Hayes commented on the Foundations Summit Tour and positive feedback received.

4.2) Directors Report of Activities and Travel Requests in accordance with Resolution 1100.

Director Harrison reported that he attended:

- May 3 – California Special Districts Association (CSDA) Legislative Committee meeting
- May 5-7 – ACWA Spring Conference
- May 8 – California Habitat Conservation Plan Annual Conference
- May 9 – ACWA Spring Conference
- May 13 – Association of Special Districts Board meeting
- May 14 – Loma Linda City Council meeting
- May 18- 23 – CSDA Legislative Committee meeting

Director Hayes reported that she attended:

- April 4 – West Valley Water District Board meeting
- April 5 – Water Advisory Committee of Orange County (WACO)
- April 8 – Climate meeting
- April 10 – Water Conservation District
- April 15 – Association of Special Districts dinner
- April 18 – Delta Conveyance Board meeting
- April 18 – West Valley Water District Board meeting
- April 19 – Sites Reservoir meeting
- April 19 – California Natural Resources Agency meeting
- April 23 – Video presentation
- April 24 – Cactus Basin meeting with the County
- April 25 – Foundation Summit
- May 2 – California Natural Resources Agency meeting
- May 3 – Water Advisory Committee of Orange County (WACO)
- May 6-7 – Joint Powers Insurance Agency
- May 16 – Headwaters Resiliency Standing Committee
- May 16 – Delta Conveyance Board meeting
- May 16 – West Valley Water District Board meeting
- May 17 – Sites Reservoir
- May 21 – Met with Facilitator Kat Rippey
- May 22 – California Natural Resources Agency meeting

Director Botello reported that he attended:

- April 8 – Groundwater Recharge and conservation webinar

- April 11 – City of San Bernardino 5th Street Gateway Grand Opening
- April 15 – Association of Special Districts dinner
- April 19 – National Orange Show Reception
- April 20 – West Valley Water District Earth Day
- April 20 – East Valley Water District Board meeting
- May 3 – Turn of the Wheel Ribbon Cutting at SNRC
- May 7 – Delta Conveyance Board meeting
- May 7 – Sites Reservoir Briefing
- May 15 – Community group meeting in Redlands
- May 16 – YVWD Groundbreaking ceremony - Expansion of the Yucaipa Valley Regional Water Filtration Facility
-

President Kielhold reported that he attended:

- April 20 – West Valley Water District Earth Day
- April 24 – Meeting with San Bernardino County and City of Rialto
- May 1 – Regional Recycled Water Committee meeting
- May 3 – Turn of the Wheel Ribbon Cutting at SNRC
- May 7 – Yucaipa Valley Water District Board meeting
- May 15 – San Bernardino Valley Water Conservation District Board meeting
- May 16 – YVWD Groundbreaking ceremony - Expansion of the Yucaipa Valley Regional Water Filtration Facility
- May 18 – Inland Solar Challenge

4.3) General Counsel Report. No report.

4.4) SAWPA Meeting Report. Director Harrison gave the report.

- Adopted Resolution No.2024-5 establishing the Fiscal Year 2024-25 Inland Empire Brine Line Rates to be effective July 1, 2024.
- Authorized the General Manager, or designee, to submit a planning grant application to the Governor’s Office of Planning and Research for the Integrated Climate Adaptation and Resiliency Program’s Adaptation Planning Grant to implement the Santa Ana River Watershed Regional Invasive Species Management Project.
- Received Informational Report on the Santa Ana River Watershed Weather Modification Pilot Program Update.

4.5) Water Delivery Report. Chief of Water Resources Michael Plinski reported that in April, 5,088 acre-feet of imported water was delivered to the District.

In 2024, orders for direct delivery and recharge total 71,094 acre-feet. Total estimated available imported water supply 95,247 af, Mr. Plinski reported.

4.6) Treasurer's Report. Chief Financial Officer/Deputy General Manager Cindy Saks gave the report, reminding the Board about the State Water Project East Branch Extension payment in March.

The Board approved the following expenses for the months of March and April of 2024:

	<u>March</u>	<u>April</u>
State Water Contract Fund	\$7,994,864.75	\$3,240,236.19
General Fund	\$5,954,675.87	\$2,881,981.94

by the following roll-call vote:

MOVED: Harrison	SECONDED: Hayes	APPROVED: 4-0
AYES:	Botello, Harrison, Hayes, Kielhold	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Longville	

Agenda Item 5. Future Business.

The Board approved a future workshop item on weather modification by the following roll-call vote:

MOVED: Botello	SECONDED: Hayes	APPROVED: 4-0
AYES:	Botello, Harrison, Hayes, Kielhold	
NOES:	None	
ABSTAIN:	None	
ABSENT:	Longville	

Vice President Hayes asked for inclusion of historical information and a project overview. President Kielhold suggested SAWPA staff make the presentation.

Agenda Item 6. Announcements.

6.1) List of Announcements. Chief of Staff/Clerk of the Board Jose Macedo pointed out the list of announcements.

Director Botello requested an electronic copy of the Sunrise Ranch Master Plan flyer.

Agenda Item 7. Closed Session. District Counsel Brad Neufeld introduced the Closed Session items. President Kielhold adjourned the meeting to Closed Session at 3:34 p.m.

- 7.1)** Conference with Legal Counsel – Existing Litigation
(Paragraph (1) of subdivision (d) of Section 54956.9)
Name of case: Endangered Habitats League et al. v. U.S. Army
Corps of Engineers et al.

President Kielhold returned the meeting to Open Session at 3:24 p.m. Counsel Neufeld stated there was no reportable action taken in the closed session.

Agenda Item 8. Adjournment. The meeting was adjourned by President Kielhold at 3:58 p.m.

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

Respectfully submitted,

Lynda J. Kerney
Contract Assistant

DATE: June 4, 2024

TO: Board of Directors

FROM: Leo Ferrando, Assistant Chief Engineer
Aaron Jones, Senior Engineer

SUBJECT: Consider Waterman Turnout Hydroelectric Station Start-up and Commissioning Services

Staff Recommendation

Staff recommends that the Board of Directors (BOD) consider approving a not-to-exceed expenditure of \$100,000 for the Waterman Turnout Hydroelectric Station (Project) Start-up and Commissioning.

Summary

As District staff prepares to receive permanent power at the site, the Project will begin start-up and commissioning efforts. There were extensive delays by Southern California Edison (SCE) in getting upgraded power to the site, which caused our project team of consultants, contractors, and vendors to be put on hold since early 2022 while we waited for SCE to complete their work. The project is now preparing to move forward and staff requests authority to reengage the original Project team to ensure proper start-up and commissioning. The required start-up and commissioning work includes \$52,072 for the E Tech Group (formerly operating as Glenmount Global Solutions), which provided most of the electrical panels for the project and programming, and \$17,910 for CSI Electrical Contractors, who will continue to provide electrical services and troubleshooting in the instrumentation configuration. Additionally, staff requests the BOD consider approval of a not-to-exceed budgetary amount of \$30,000 for any unforeseen costs. The total budgetary request is up to \$100,000 (rounded).

Background

The BOD approved a design and engineering services contract with NLine Energy to develop a hydroelectric generation facility at the Waterman Turnout at its meeting on May 6, 2014. At subsequent BOD meetings, the BOD approved the project's procurement of the turbine, generator, switchgear, programmable logic control systems, flow meters, motor actuators, and valves. At the joint board meeting with the City of San Bernardino Municipal Water Department

(SBMWD) on January 30, 2019, the BOD agreed to partner with SBMWD to develop the Project. Under the Partnership Agreement, San Bernardino Valley and SBMWD each will pay 50% of the project's design and capital costs, as well as ongoing O&M and improvements. Following the completion of the design, staff advertised the Project for bid in June 2020, and the BOD awarded the construction contract to Borden Excavating, Inc. for \$2,252,000 with a 10% contingency budget. Construction began in October 2020 and was substantially completed by Spring 2022. Since the substantial completion, staff has been working with SCE to obtain an upgraded power supply. There have been numerous delays in seeking permanent power at the site, but the staff has remained steadfast and is on the precipice of receiving energization from SCE.

The total cost to date for the Project is approximately \$5.3M, which includes design, SCE, procurement of equipment, and construction expenses. The Project consists of a 24-inch turbine supply line from the Foothill Pipeline that utilizes the pressure head from Devil Canyon afterbay. The Pelton turbine utilizes this pressure and flow to generate mechanical energy to power the electrical generator. The rated turbine output at 28 CFS and 497 feet of head (215 PSI) is 1,030 kW. The annual expected net energy benefit (less fees, power losses, and O&M costs) is approximately \$365,000. The net revenue over 30 years is expected to be approximately \$5.6M, with a pay-back period of 14.5 years. The hydroelectric generation facility is expected to have a life span of 70-100 years. The Project costs and benefits are split 50/50 with the SBMWD.

It is estimated that the required start-up and commissioning work includes \$52,072 for E Tech Group, which provided the switchgear, PLC panel, PLC programming, Maple HMI program, and associated electrical drawings. The \$17,910 is for CSI Electrical Contractors, who will assist with I/O and equipment checkout, troubleshooting wiring issues, instrument configuration, and any equipment repairs an electrical contractor needs. Staff also recommends that the BOD authorize up to \$30,000 for contingency costs to prevent delays during the start-up and commissioning phase. These contingency funds will cover unforeseen circumstances. The total estimated cost is \$99,982, rounded up to \$100,000, as detailed in the table below:

Item	Budget Amount
E Tech Group	\$52,072
CSI Electrical Contractors	\$17,910
Not-to-exceed Contingency amount	\$30,000
Budget Amount (rounded to the nearest \$1,000)	\$100,000

District Strategic Plan Application

One of San Bernardino Valley's Strategic Plan priorities is to deliver solutions that are cost effective by optimizing operational efficiency and maximizing benefits from ratepayer investments. The Waterman Turnout Hydroelectric Station meets that objective by providing long-term renewable energy from our regular operations at the Waterman Spreading Grounds. In addition, partnering with SBMWD fulfills one aspect of San Bernardino Valley's mission, which is working collaboratively with other agencies/partners within our watershed.

Fiscal Impact

The total cost for the start-up and commissioning of the Waterman Hydroelectric Facility is up to \$100,000. Funds for these services are available in the Field Improvements, 6280 line item of the approved FY 2023-2024 General Fund Budget. In accordance with the Partnership Agreement with SBMWD, there will be a 50% cost share, thereby reducing the District's costs to up to \$50,000.

Attachments

- 1) E Tech Group Proposal
- 2) CSI Electrical Contractors' proposal
- 3) Waterman Hydroelectric Project Start-Up Schedule & Activities



May 8th, 2024

Brent Adair
Project Manager II
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

Subject: Proposal SBVMWD Waterman Startup, Rev0

Dear Brent,

E Tech Group ('E Tech') is pleased to submit this firm proposal for performing startup services for the Waterman Hydroelectric Project.

This proposal is based on recent discussions between SBVMWD and E Tech, review of SBVMWD's "SBVMWD_Waterman_Startup_Plan", and a meeting between all parties on May 8th, 2024.

We appreciate this opportunity to support SBVMWD.

Please direct any questions concerning this proposal to:

Chris Schleich
Associate Director of Operations
E Tech Group – Life Sciences West
C: (949) 414-6075
E: cschleich@etechgroup.com

Patricio Gomez
Business Development Manager
E Tech Group – Life Sciences West
C: (949) 294-4775
E: pgomez@etechgroup.com

Rev. No.	Date	Proposal Section	Change Description
0	May 8 th , 2024	N/A	Initial Revision.

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1. PROJECT SUMMARY

SBVWMD is expecting utility power at the Waterman Hydroelectric Station as soon as the end of May, 2024. This will permit SBVWMD to complete equipment and process checkout with all parties.

During the original project phases, E Tech (formerly operating as Glenmount Global Solutions) provided the switchgear, PLC panel, PLC programming, Maple HMI program, and associated electrical drawings. All equipment has been delivered to the site and E Tech performed a panel checkout by powering up the panel while it was stored in an SBVWMD warehouse.

This proposal contains automation engineering services to support the final startup phase. The original E Tech (GGS) team is not available, however, they will provide remote support to the assigned E Tech engineer if needed.

2. SCOPE OF SERVICES

The proposed scope is modeled by mini-phases for mobilization and onsite startup activities. There will likely be gaps between startup services described below, and the work may occur over 5 to 8 weeks.

2.1. Mobilization and Pre-Startup Checkouts (~1 to 2 weeks)

Tasks include:

1. Up to two days onsite to walk the station and familiarize with the final equipment install
2. Meet with GGS staff to familiarize with the process controls strategy, Modicon PLC program, and Maple HMI program
3. Review station design documentation
4. Create / update test forms for startup
5. Planning meeting with electrical contractor

2.2. Startup Phase 1 – Basic operational checkout (~1 week continuous)

The following task would occur once power is available to the station, control panel, and associated equipment.

1. Download PLC and HMI programs (if required)
2. Perform I/O checkout ('loop checks') for all instruments and equipment wired to the PLC panel
3. Confirm equipment control with PLC manual functions and/or PLC forces (e.g. bump tests, equipment actuation direction confirmation, etc.)
4. Confirm initial alarm setpoints and delays
5. Submit status report on station ready for process checkout

2.3. Startup Phase 2 – Process checkout, dry commissioning (~1 week continuous)

Once all relevant parties have agreed to a date for process checkout, E Tech will support, tasks may include:

1. Review of HMI functions. Up to 2 days of modifications, expected to be cosmetic.
2. Assist other parties with operation of the control system

3. Assist other parties with their formal checkouts
4. Modify control system programs if required

2.4. Startup Phase 3 – Wet commissioning

During this phase E Tech will be in a supportive role, fine tuning anything with the PLC program deemed necessary by the combined commissioning team with all parties.

3. DELIVERABLES SUMMARY

The following formal deliverables will be submitted to Pacira, per system:

1. As-built electrical drawings
2. Completed I/O Checkout forms

4. COST AND PAYMENT

4.1. Cost

E Tech proposes a Time and Expenses (T&E) not-to-exceed budget as follows:

#	Task	Hours	Blended Rate	Budget
1	Mobilization, test forms, site inspection	54	\$183.98	\$9,935
2	Dry commissioning	50	\$183.98	\$9,199
3	Wet commissioning	50	\$183.98	\$9,199
4	Commissioning wk 3 if needed	50	\$183.98	\$9,199
5	GGS internal staff support as needed	22	\$183.98	\$4,048
6	Project management, meetings, closeout	32	\$183.98	\$5,888
7	Travel expenses (up to 20 days onsite)		GSA	\$4,604
Totals		258		\$52,072

4.1.1. Travel Expenses

Travel expenses such as hotels, meals, and mileage will be billed at cost. Travel budgets are in line with GSA recommendations for San Bernardino, 2024.

4.1.2. Change Order Process

Should E Tech encounter issues or additional requests deemed to be outside of the proposed scope, it will be discussed with the SBVMWD Project Manager. E Tech will not perform said work without prior documented approval from SBVWMD. If Pacira agrees a change request will be submitted and E Tech will perform the work upon Pacira authorization.

4.2. Payment Terms: Net 30, monthly invoicing for services used.

4.3. Rates

Time spent will be invoiced at the actual rate of each project team member as follows:

Title	Rate
Lead Automation Engineer	\$178/hr
Senior Automation Engineer	\$198/hr
Senior Project Manager	\$224/hr

5. SCHEDULE

E Tech will not be the owner of the schedule for this work. However, it is understood that E Tech’s startup support services will start as soon as the first week of June once power is confirmed to the site.

6. E TECH GROUP PROPOSED TEAM

Once the final schedule is established E Tech will select which engineer will be assigned to the startup.

Name	Title	Project Role
Andreas Lang	Lead Automation Engineer	Startup engineer
Ken Her	Lead Automation Engineer	(alternate) Startup engineer
Astrid Fleischer	Senior Automation Engineer	(alternate) Startup engineer
*Brian Zachary	Lead Automation Engineer	Internal support, PLC (GGs team)
*Dave Voss	Senior Automation Engineer	Internal support, Panels (GGs team)
*Chris Schleich	Director of Ops, SoCal	Project Manager

*Confirmed project team member

7. ASSUMPTIONS AND CLARIFICATIONS

The following assumptions and clarifications apply to the proposed scope:

1. No materials or software licenses are provided.
2. The scope provided is limited to the hours proposed here. PLC and HMI modifications are expected to be minor in nature.
3. Beckwith relays or other power protection / monitoring equipment is not included.
4. SBVMWD’s electrical contractor will be readily available to support E Tech during I/O and equipment checkout. Problems found in wiring, instrument configuration, or equipment will need to be fixed by the electrical contractor. EA will assist where possible and qualified.
5. The costing offered is good through end of October, 2024. Costing may be revisited if any scope falls beyond this date.
6. All activities are expected to occur without delays that are beyond the control and influence of E Tech. Once E Tech is scheduled for work, it is expected that the systems will be fully available for our activities without interruption or delays beyond our control. The budget for this proposal does not account for unproductive time.
7. Unless otherwise stated, all services are assumed to be based upon a regular working schedule (Mondays through Fridays, except holidays, up to 10-hour days when onsite). No allowance has been included for overtime or weekend work or for expedited delivery.
8. This proposal does not contain provisions for:
 - a. Conditions and/or requirements that are unknown or unforeseen at the time of bid.
 - b. Evaluation of scope alternatives that may be requested during the course of the project.
 - c. Addressing issues pertaining to problems or malfunctions caused by OEM-provided products.

8. GENERAL TERMS AND CONDITIONS

These general terms and conditions of sale (the “Agreement”) govern all work performed by Seller for Client notwithstanding any provision in Client’s purchase order or any other Client document to the contrary. Client’s consent to Seller to work on any project shall itself constitute an agreement to these terms and conditions.

1. Definitions.

- a. “**Seller**” will denote E-Technologies Group, LLC, unless otherwise noted in the proposal.
- b. “**Client**” will denote the individual, individuals, or organization which agrees to purchase goods or services from Seller.
- c. “**Conditions**” will denote the General Terms and Conditions set out in this document and any Special Terms and Conditions agreed to in writing by both the Seller and Client.
- d. “**Products**” will denote the inclusion of, without limitation, third-party hardware, firmware, and software components, software, programming, engineering, documentation, manufacturing, training, parts, and field services.
- e. “**Statement of Work**” will denote the document specifying, without limitation, the scope, objective, and time frame of the work that Seller will perform for Client.

2. General – These Conditions (along with any directly associated written Seller technical specification or quotation) exclusively will govern the sale or licensing of Seller Products furnished hereunder. These Conditions supersede all previous and contemporaneous agreements, proposals and representations, written or oral, concerning such matters. No addition or modification to these Conditions will be binding on Seller unless agreed to in writing signed by an authorized representative at Seller’s headquarters. Any additional, conflicting or inconsistent Client terms (whether set forth in a request for proposals, purchase order or acknowledgement or in any other document) are expressly rejected by Seller and are not a part of the agreement for the project. Unless otherwise provided below, these Conditions take priority over any contrary terms of the Statement of Work except to the extent that the Statement of Work itself specifies that one or more of its terms takes priority.

3. Client Obligations – Client shall make available in a timely manner to Seller all drawings, technical data, measurements, or other information and resources reasonably required for performance of contracted services. Client assumes risk of any problems resulting from content, accuracy, completeness, and timeliness of delivery of these items identified in the Statement of Work. Inability to or delays in providing needed information, direction, or decisions may result in delayed deliveries and associated costs. Client will provide two weeks’ notice for any delays in beginning or continuation of work to the Seller. Unannounced days resulting in cost increase for the Seller will be charged to Client at estimated daily billing rate of unoccupied employees minus any amount recovered through substitute assignments.

4. Resource Selection – To allow Seller to effectively manage participation in the project, Seller reserves the right to determine the personnel to perform the work. Seller, in its sole discretion, will attempt to honor Client’s requests for specific personnel.

5. Payment Terms – All payments are due and payable thirty (30) days from date of invoice with ongoing approved credit as determined by Seller. Seller reserves the right to suspend any further performance under this Agreement or otherwise in the event payment is not made when due. No payment by offset is permitted unless approved by Seller. All payments thirty (30) days in arrears will be subject to a finance charge of one and a half percent (1.5%) per month on the outstanding balance or the maximum rate permitted by law, whichever is less, will be added to such invoice until paid in full. Proposals which are priced based upon a fixed cost shall have

payment terms governed by the terms of the proposal. There is an 8-hour minimum for on-site engineering.

Unless otherwise specified in the proposal, the following services shall be invoiced as follows:

- a. Time and Material Work: Payment is due upon receipt of invoice. Time and Material projects will be billed bi-weekly and upon the completion of work.
- b. Site Assessment: One hundred percent (100%) of the contract price will be billed upon completion of the report. All payments are due and payable thirty (30) days from date of invoice.
- c. Preventative Maintenance/Service Agreement: One hundred percent (100%) of the contract price will be billed upon commencement. All payments are due and payable thirty (30) days from date of invoice.

6. Expenses (General, Travel, Material) – Travel and expenses for all work performed by Seller will be billed at cost plus ten percent (10%) with mileage cost at the current IRS standard rate per mile. Material costs will be billed at cost plus twenty percent (20%). Meals will be reimbursed at cost, including reasonable and customary tips. All travel will be conducted in accordance with Seller's internal policies.

7. Delivery Terms – Acknowledged shipping dates are dependent on prompt receipt of all necessary information from the Client. Seller shall not be liable for shipping delays caused by Client's failure to provide any and all documentation required by the Conditions. Delivery terms are Ex Works with respect to shipping costs, risk of loss and title transfer, except that title to all intellectual property rights and/or copyrights associated with the Products, remain with Seller or the original intellectual right holder.

8. Ownership of Intellectual Property – All intellectual property rights for the application software and all other Products remain with Seller, except those components of Products explicitly sublicensed to Client from the original intellectual right holder, in which case Client is subject to any third-party licenses at its own costs. Upon payment of the agreed compensation to Seller, Seller will grant to Client a personal, paid-up, perpetual non-exclusive, non-transferable license to use the Products, including the application software in the application for which the software was designed in conjunction with the specified equipment. Seller retains ownership, exclusive title to and use of intellectual property, including all design, programming and implementation methodologies for the system provided, patents, copyrights, mask works, industrial property rights, trademarks, trade secrets and other rights and information of a similar nature worldwide. Any component of Products having associated intellectual rights, whether property of Seller or otherwise, are licensed only for use by Client pursuant to this Agreement, or other Seller license agreement or third-party sublicense agreement. Client may not sell, sublicense, assign or transfer its license to the Products provided by Seller without the prior written consent of Seller, nor may Client reverse engineer or make derivative works from the Products.

9. Warranty.

- a. Software and Manufacturing: Seller warrants all equipment manufactured by Seller to be free from material defects and workmanship under normal use and service for a period of twelve (12) months from date of shipment. All parts or products not manufactured by Seller will be covered only by the express warranty of the manufacturer. The warranty does not extend to (a) damage or wear caused by Client misuse, negligence, accident, corrosion, faulty installation, loss of product, or tampering in a manner to impair normal operation of the equipment; (b) any modifications to any services or deliverables made by anyone other than Seller; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any services or deliverables that arise from Seller's compliance with designs or other criteria or requirements provided by or through Seller.

- b. Hardware: Seller does not warrant and will not be liable for failure of hardware components, subsystem peripherals, or other product not manufactured by Seller, whether or not supplied by Seller. Any warranty applicable to such hardware Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than Seller to the extent permissible thereunder.
- c. Software: Any modification or change to code not performed by Seller may change the fundamental purpose or functionality of the software. Any warranty implied by law or expressly granted by some other instrument governing this relationship shall be rendered void should any individual who is not an employee of Seller make modifications or changes to any code delivered through the scope of this Agreement.
- d. Field Service: Seller warrants that Products comprised of services, including engineering and custom application programming services, whether provided on a fixed cost or time and material basis, will be performed in accordance with generally accepted industry practices to the extent such services are subject to written acceptance criteria agreed to in advance by Seller. All other warranties relative to provided services are disclaimed.
- e. Client Specifications: Seller does not warrant and will not be liable for any design, materials or construction criteria furnished or specified by Client and incorporated into the Products or for Products made by or sourced from other manufacturers or vendors specified by Client. Any warranty applicable to such Client-specified Products will be limited solely to the warranty, if any, extended by the original manufacturer or vendor other than Seller to the extent permissible thereunder.
- f. General: Warranty satisfaction is available only if (a) Seller is promptly notified in writing and (b) Seller's examination discloses, to its satisfaction, that any alleged defect has not been caused by Client misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment. Client shall promptly notify Seller in writing within twenty (20) days of its discovery of such obligation and in no event later than ninety (90) days after completion of the applicable services or deliverables. Seller shall have the sole right to determine whether, in fact, a warranty situation exists.
- g. Remedies: Satisfaction of the above warranties will be limited, at Seller's option, to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price of the Products involved, and where applicable, only after the return of such Products with Seller's consent. Such performance by Seller is Client's sole and exclusive remedy in the event of a warranty obligation of Seller or any other failure of Seller to comply with its contract obligations. Replacement Products may be new or reconditioned. Any warranty service (consisting of time, travel and expenses related to such services) performed other than at Seller's facility, will be at Client's expense. Expendable items are specifically excluded from this warranty. SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ANY OTHER WARRANTIES (INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE/AGAINST INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY DISCLAIMED BY SELLER TO THE FULLEST EXTENT PERMITTED BY LAW.

10. Limit of Liability – IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, UNFORESEEN, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIMINUTION OF VALUE, LOST PROFITS, LOSS OF GOODWILL, BUSINESS REPUTATION OR OPPORTUNITY OR LOSS OF USE. SELLER'S MAXIMUM CUMULATIVE

LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, INCLUDING THAT WITH RESPECT TO DIRECT DAMAGES AND OBLIGATIONS UNDER ANY INDEMNITY, WHETHER OR NOT INSURED, WILL NOT EXCEED AMOUNTS PAID BY CLIENT TO SELLER FOR THE PRODUCTS GIVING RISE TO THE CLAIM OR LIABILITY. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ARISES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. EACH PROVISION IN THE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

11. Non-Solicitation of Employees – During the term of the project, Client shall not directly Solicit for employment, employees of Seller within the business unit in which Seller has provided services to Client under that particular scope of work, without Seller’s prior written consent. For the purpose of this Agreement, “Solicit” does not include contact where Seller’s employee makes the initial contact with Client, or where the contact results from indirect means such as a public advertisement, placement firm searches or similar means not directed specifically to an individual. The parties agree that, in the event Client solicits and subsequently hires an employee of Seller in violation of this provision, the damages to be paid by Client shall be 50% of the individual’s annual salary, not to exceed \$75,000, excluding benefits and/or stock options.

12. Packing & Marking – Client-specified packing or marking may be subject to additional charges not otherwise included in the price of the Products.

13. Quotations – Written quotations are valid for 30 days from issue unless otherwise stated or withdrawn by Seller in writing. Verbal quotations expire the same day they are made. All typographical and clerical errors are subject to correction. Any request by Client for modifications or adjustments shall nullify prior proposals unless otherwise stated. All Client orders are subject to acceptance by Seller at time of order.

14. Prices – Prices and other information shown in any Seller publication (including brochures) are subject to change without notice and confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. Prices contained in any proposal, quotation, purchase order or contract are exclusive of all federal, state, municipal, or other government, excise, sales, use, export/import tariffs (duties), or like taxes. An exempt certificate is to be provided at the time a purchase order is issued, unless taxes are included and are explicitly broken out. Client will pay or reimburse Seller for all sales, use, excise or similar taxes. Products comprised of time and material services will be provided in accordance with Seller’s published service rates (including applicable overtime and travel expenses) in effect as of the date such services are provided, unless otherwise confirmed by Seller’s written quotation or order acknowledgment. Billable service time includes travel time to and from the job site and all time Seller’s representatives are available for work and waiting (whether on or off the job site) to perform the services. Client will be liable for all incurred stand-down charges resulting from delays attributable to Client or Client’s representatives. Products comprised of fixed-bid agreements will be subject to stand-down charges, above and beyond purchase order price, at a time and material services rate when Seller’s representatives are available for work and waiting (whether on or off the job site) to perform the services.

15. Price Escalation – Client acknowledges that there are significant industry-wide price fluctuations affecting essential materials necessary for the work that may materially impact the cost of the work and such price escalation is neither predictable nor controllable by either party. Client further acknowledges that there are significant supply-chain disruptions and manufacturing delays, including but not limited to, shortages or unavailability of materials, unusual delays in transportation, and shipping delays that may delay the work. Seller has

provided the pricing in good faith based upon market conditions as of the effective date of the applicable proposal, quotation, purchase order or contract. Given the uncertainty of the current market conditions, Seller reserves the right (without penalty) to adjust projected delivery dates and/or pricing if material impacts due to third-party suppliers or the market necessitate such action. During the course of the work, Seller reserves the right to adjust shipment schedules and/or apply surcharges relating to significant commodity price increases beyond Seller's control, and directly affecting products purchased to complete the work. Seller will take commercially reasonable steps to meet Seller's original price estimates and delivery schedules.

16. Changes – Client-requested order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to Seller's prior approval and adjustments in price, scheduling and other affected conditions. Seller reserves the right to reject any change that it deems unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines and standards, or incompatible with Seller's design or manufacturing capabilities.

17. Order Cancellation – Unless a different order cancellation procedure is specified in a Statement of Work, an order may be canceled by Client (prior to shipment only) effective upon ten (10) days' written notice and upon payment to Seller within that ten (10) day period of reasonable charges incurred by reason of the cancellation, including reimbursement for direct costs, plus allowances for disruption. Cancellation charges associated with orders for custom Products or Products specifically manufactured to the Client's specification may equal the actual selling price of the Products. Seller has the right to cancel an order for cause at any time by written notice, and Seller will be entitled to cancellation charges as identified above.

18. Suspension and Termination – If Client fails to comply with its obligations under the proposal or these Conditions (including without limitation the full and timely payment to Seller), Seller may provide written notice of such default to Client and may thereafter suspend further performance until such default is cured by Client. When such default is cured by Client, the amount to be paid for the scope of work will be equitably increased to account for Seller's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and Seller the time for Seller to complete the scope of work will be equitably extended to account for such suspension. If Client fails to cure such default within thirty (30) days of its receipt of such notice from Seller, Seller may terminate its agreement with Client by providing written notice to Client and in such an event, Client will pay Seller for all portions of the scope of work performed (in whole or in part) through the date of such termination, Seller's demobilization expenses and other reasonable costs incurred by reason of the termination, the amount of expected overhead and profit Seller would have earned on the cancelled portions of the scope of work if not for Client's default, and any collection costs (including attorneys' fees, expert fees and other litigation costs) incurred by Seller in obtaining payment for its services and deliverables from Client.

Client may terminate this order and/or cancel any Work Order with respect to Services that have not yet been performed, upon written notice to Seller which termination shall be effective immediately upon receipt of notice, with respect to the occurrence and continuation of any one or more of the following events: (a) an event of force majeure prevents Seller's performance of the Services for a period of thirty (30) days or more; (b) Seller fails to remedy any material deficiency or non-performance with respect to the Services provided for in the referenced quotation or proposal within forty-five (45) business days after receipt of notice of such deficiency or non-performance; (c) Seller fails to remedy a material breach of any provision of the Conditions within forty-five (45) business days after receipt of notice of such breach; or (d) Seller becomes insolvent, is subject to a bankruptcy proceeding, makes an assignment for the benefit of creditors, or ceases or suspends its normal business operations.

If Client should so terminate the order or any applicable work release or deliverable, then the compensation due Seller shall be the compensation owed Seller under the applicable work release or deliverable for work performed prior to the effective date of termination less any monies previously paid to Seller for such work.

19. Cybersecurity – Seller’s scope of work does not include creating, modifying or ensuring compliance with Client’s cybersecurity policies. Although Seller will not intentionally violate Client’s cybersecurity policies or intentionally cause a security breach of Client’s systems, Client acknowledges that Client is responsible for the creation, implementation, enforcement and adequacy of its cybersecurity policies and that Client retains the risk of data theft or destruction and the impacts of malware and ransomware, whether arising from Seller’s work or access to Client’s systems or otherwise. Client will have Seller’s work reviewed and approved at appropriate times by Client’s information technology (IT) and operational technology (OT) personnel to ensure that any cybersecurity policies (such as connectivity availability and monitoring, multi-factor authentication, data import/export screening, network segmentation, and unescorted user screening, training and monitoring) implemented at Client’s direction are sufficient to adequately protect Client’s systems from improper access or use. In accordance with the foregoing, to the fullest extent permitted by law, Client shall defend, indemnify and hold harmless Seller and its subcontractors, agents and employees from and against all claims, losses, and expenses of any nature, including but not limited to reasonable attorneys’ fees, arising out of or related to any actual or alleged improper access to or use of Client’s systems, except to the extent the relevant security breach was determined to be caused solely by Seller’s intentional improper access or use of Client’s systems.

20. Force Majeure – Seller will not be liable for any loss, damage or delay arising out of its failure to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God or the Client, acts of civil or military authority, fires, strikes, floods, epidemics, pandemics, quarantine restrictions, war, riots, delays in transportation, or transportation embargoes. In the event of any such delay, Seller’s performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

21. Disputes – The parties will attempt in good faith promptly to resolve any dispute arising out of this Agreement by negotiations between representatives who have authority to settle the controversy. If unsuccessful, the parties further will attempt in good faith to settle the dispute by non-binding third-party mediation, with fees and expenses of such mediation apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms of this Agreement. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

22. Assignment – This Agreement may not be assigned by either party without the written consent of the other; provided, however, consent will not be required for (i) Seller’s transfer or assignment to an entity acquiring, directly or indirectly, a majority of the stock or all or substantially all of the assets of Seller or (ii) Seller’s transfer or assignment to a parent corporation, subsidiary or affiliate, which shall include any party controlling, controlled by or under common control with Seller.

23. Indemnity – Client hereby undertakes and agree to defend, indemnify and save harmless Seller, its officers, directors, and employees, and any of their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns, from and against any and all claims for bodily injury, death or damage to property, demands, actions, liability, loss, damage, suits, debts, claims, and expenses (including but not limited to investigative and repair costs, attorneys’ fees and costs, and consultants’ fees and costs) whatsoever arising from (i) this Agreement or any ensuing agreement including any patent, copyright, trade secret, or trademark infringement claim; or

(ii) Client's obligations to maintain the health and safety of its premises, facility, equipment, fixtures, practices and procedures, employees, agents, and independent contractors, or to the extent arising from the pre-existing conditions of Client's premises, facility, equipment, fixtures, or practices and procedures, or to the extent arising from the conditions of Client's premises, facility, equipment, fixtures, or practices and procedures.

24. Confidentiality – Client acknowledges that its use of the Seller Products to be provided hereunder, and Client's use of Seller as a source for such Products, constitute important trade secret information of Seller, and Client agrees that it will not disclose to any third party (except to the extent that disclosure to employees of Client is necessary for the performance of this Agreement) the fact that Seller furnished or will furnish Client with the Products, unless Client first obtains written consent thereto by an authorized representative of Seller. All information obtained by Client from Seller (including, without limitation, confidential information of a third party) which is identified as confidential or proprietary by Seller or is acquired by Client under circumstances reasonably considered to impose an obligation of confidentiality shall be received in confidence, shall remain the property of Seller, shall not be disclosed to a third party, and shall be used by Client only to the extent necessary for the use of Products. This obligation shall survive the termination or expiration of this Agreement. Client shall deliver all data and information to Seller upon Seller's request or upon the completion of all work hereunder or the termination or expiration thereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery.

25. Third Party Beneficiaries – Nothing contained herein in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Seller. Products and services are being provided solely for Client's benefit, and no party or entity shall have a claim against Seller because of this Agreement or the provision or non-provision of products and services.

26. Independent Contractors – Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied on behalf of the other party.

27. Governing Law – The Agreement will be governed by and interpreted in accordance with the laws of the state where the project is located without regard to its conflicts of law provisions. Any litigation or enforcement of an award must be brought in the appropriate court in the state where the project is located. Each party consents to personal and subject matter jurisdiction and venue in such courts and waives the right to change venue. Client further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding. The parties acknowledge that all directions issued by the forum court, including injunctions and other decrees, will be binding and enforceable in all jurisdictions and countries.

28. Entire Agreement – Any ensuing Conditions, together with these Conditions, constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior or contemporaneous agreements (written or oral), if any, of the parties with respect to its subject matter, and may not be amended except in writing signed by both parties.

29. Marketing – The Seller may use its experience or details associated with this project in marketing materials. At no time will the Client's name or any confidential information be included in these marketing materials unless approval is obtained in writing.

30. No Waiver – The failure of any party at any time or times to require the performance of any provisions of these Conditions or any ensuing agreement shall in no manner affect the right to enforce the same; and no waiver by any party of any provision (or of a breach of any provision) of these Conditions, whether by conduct or otherwise, in any one or more instances,

shall be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision of these Conditions.

31. Severability – It is the intention of all the parties hereto that each provision of these Conditions or any ensuing agreement is severable and, if for any reason any provision is held to be invalid or unenforceable, neither the validity or enforceability of the remaining provisions of these Conditions shall be affected thereby.

32. Attorney's Fees – In the event that any party should institute suit for any relief under these Conditions or any ensuing agreement against the other party, the losing party shall pay to the prevailing party all reasonable expenses and court costs, including reasonable attorneys' fees, incurred by the prevailing party, which shall be deemed to have accrued on the date such suit is instituted and shall be enforceable even though such suit is not prosecuted to judgment.



10623 Fulton Wells Avenue
 Santa Fe Springs, CA 90670
 Telephone: 562-946-0700
 Fax: 562-946-0701
 E-mail: @csielectric.com

CHANGE ORDER REQUEST

Description of Work:

Waterman Turnout & Hyrdoelectric Generation Facility
 836 E. 40th St., San Bernardino, CA. 92404

Assist in facilitating in the start-up of all the electrical equipment, including 480v outdoor switchgear, 480v indoor switchgear, generator control panel, battery system, all distribution panels, Flow transmitters, Rexa valve control panels, all the electrical componenets on the hydro turbine unit.

CLARIFICATIONS:

Total cost is not to exceed. Ensure that proper voltage is present at all pieces of electrical equipment in the guard valve/meter valve/turnout valve/line valve vaults.
 Function testing of the lights/switches and receptacles.
 Pricing is based on industry standards of sequence of installation of our activities and have not included any cost for go backs, out of sequence, or piecemeal installation that may occur through no fault of CSI.
 This proposal is based on all work being done during normal working shift.
 The cost of a revised short circuit/coordination study is not included. Please advise if you would like us to revise the study and we will provide a quote.

EXCLUSIONS:

Any testing of SCE supplied equipment.
 The cost of any material needed to complete the scope listed above.
 Cutting, patching, painting and repairs of existing surfaces.
 The cost of a revised short circuit/coordination study is not included.
 This pricing proposal does not include any additional cost that may be incurred by the City/County (plan check fees, permits, etc.)
 All equipment provided by others shall have the appropriate SCCR ratings. Fault current reduction strategies such as extending feeders, fused disconnects with current limiting fuses or adding transformers are excluded.

This proposal is valid for a period of 30 days.

If you have any questions, or if the above scope does not agree with your interpretation of the scope, plans and specifications, please call me at your earliest convenience.

Please provide CSI with a Change Order for the amount below at your earliest convenience.

Pricing of this work is limited to the scope of work defined above. This pricing does not include costs related to differing site conditions, unforeseen delays in prosecuting the work, interference by other trades, performing the scope during non-standard working hours at overtime or premium rates, nor performing work not specifically identified or related to the specific scope of "electrical" work defined above. We reserve the right to correct this quote for errors and omissions.

Summary

477-San Bernardino(A) - FOREMAN - ST	(120.00 Hrs @ \$149.25)	17,910.00
Total Labor		17,910.00

ORIGINAL

CHANGE ORDER REQUEST
CSI Electrical Contractors, Inc.
10623 Fulton Wells Avenue
Santa Fe Springs, CA 90670

Summary (Cont'd)

Final Amount \$17,910.00

APPROVED BY:

Date:	_____
Signature:	_____
<small>NOTE: We will not proceed until signed by an Authorized Company Representative</small>	

ORIGINAL

SBVMWD Waterman Hydroelectric Project

Start-Up Schedule & Activities

GENERAL NOTES

1. Before week 1, Beavens/Glenmount needs power to panel and all field wire landed. In addition, all instruments should be installed and valves in place.
2. This outline is built with tolerance for minor delays and unforeseeable issues. If a particular day or week's goals are finished early, and meaningful progress can be made towards the next day's work with the current parties present, work should be allowed to proceed.

OUTLINE

- Phase 1 – Line Valve/Hartman/REXA Dry Commissioning
- Phase 2 – Line Valve/Hartman/REXA Wet Commissioning
- Phase 3 – Hydro Station Commissioning

Participants: CSI, Borden, SBVMWD.

WEEK 1

DATES TBD (typical time to completion is 2-5 days, pending on issues that arise)

Goals:

- Confirm proper power to PLC cabinet
- Perform electrical checks with electrician
 - Go over safety lock-out/tag-out procedures
- Complete arc flash and coordination study
- NETA Electrical Testing – Relay Testing with Doble F6150
- Complete installations of all valves, actuators, and motors
- Perform pipeline tie in (no water flow through)
- Perform piping connection to the hydro (no water flowing through)

PHASE 1: Line Valve/Hartman/REXA Dry Commissioning

WEEK 2

DATES TBD – Parties: Borden, CSI, Beavens, Glenmount, Line Valve MFR, SBVMWD, REXA, Hartman

Objective: To fully dry commission the Line Valve, Hartman, and REXA (Seismic) system to ensure it is operational prior to water re-entering the system. Follow Control Strategy for “Bypass Valve Operation”. Complete Electrical and Instrumentation checks. Test all alarms

and communication system with SCADA and SBVMWD. Completely commission these items prior to hydro commissioning week.

Goals:

- Complete communication test with plant
- Complete point to point test with SCADA
- Confirm valve positions in the SCADA system
- Confirm use and position of Rotork Actuator
- Confirm use and position of Hartman Valve
- Confirm use and position of REXA, seismic sensor
- Test the battery-backup system
- Complete any items left from previous days
- HMI touchscreen preferences

PHASE 2: Line Valve/Hartman/REXA Wet Commissioning

WEEK 3

DATES TBD – Parties: Borden, CSI, Beavens, Glenmount, Line Valve MFR, REXA, Hartman, SBVMWD

NOTE: From week 3 onward, Glenmount/Beavens will need to periodically move water through the various valves. Glenmount/Beavens will need a contact with SBVMWD Operations staff and Borden who can ok the movement of water. SBVMWD staff will also need to override capability on PLC to perform testing.

Goals:

- Ensure all parts and equipment are on-site and functioning properly prior to arrival of entire team for hydro commissioning week
- Open the valve for the main water line to allow water into the system
- Perform commissioning of Line Valve, Hartman, and Seismic REXA. bypass valve. Borden and SBVMWD on site operators to assist with manually modulating valve positions and flow rates
 - a. 3 Full travels of each valve. If there are manual shutoff valves, they can be closed prior to modulating PLC controlled valves to prevent water flow.
 - b. 2 hours of un-restricted valve modulation allowing flow samples to be taken.
 - c. 1 hour of minor valve modulation (open from SCADA, then immediately close again).
- Fine tune position of valves
- Fine tune flow meters, pressure gauges, pressure transmitters and any other hydraulic equipment
- Complete any items left from previous days

WEEK 4

Dead week. Used as buffer in case replacements items need procurement.

PHASE 3: Hydro Station Commissioning

WEEK 5

DATES TBD – Participants: Gilkes, Borden, CSI, NLine Energy, Beavens/Glenmount, EETS, NLine Energy, EETS, SBVMWD

Objective: Prepare hydro for SCE testing. Begin manual operation and testing of the Turbine/Generator, TSV, Deflector. Dry Commission the HPU, Deflector, and Spear Valves. Move to automated running of Hydro Station and run required tests. Obtain SCE acceptance and fine tune Hydro Station with SGVWC operators. Perform additional testing and begin permanent operation of the Hydro Station. Set schedule for additional training of SGVWC operators if necessary.

Day 1 – System Checks

Goals:

- Complete Final I.O. Checks
- EETS performs system checks with Beavens/Glenmount
- Check various trip scenarios from 6/17. Continue testing If necessary.
- Run through dry test simulation of alarm scenarios
 - Vibration, overspeed, underspeed, temperature, etc...

Day 2 – Non-Forward Power Testing

Goals:

- General Hydro-Generator Inspection (Gilkes)
- Check Generator Phase Rotation (Glenmount/Beavens, Gilkes)
- Check Turbine/Generator Alignment (Gilkes)
- Check HPU Operation (Gilkes)
 - Spear Valve opening/closing
 - Turbine Shutoff Valve (TSV) opening/closing
 - Deflector Operation
- Water-up Hydro only to allow appropriate RPM **Note: TSV, Spear Valves Closed**
- No Load Test (Borden, Glenmount/Beavens, Gilkes, EETS)
 - Check turbine RPM against PLC readings (Requires a small amount of water through the TSV, main breaker open)

- Check/set operation of spear valve sequencing, opening/closing times
- Check/set operation of TSV opening and closing times

Day 3 – Forward Power Demonstration

Goals:

- Complete Pre-Parallel test with SCE
 - a) Perform multifunction relay test with SCE
 - b) Give SCE copies electronic copies of tests and relay settings
 - c) SCE to inspect switchgear and compare to single line
- Manual start and auto synch test of unit to grid with SCE:
 - a) Set SCADA to manual mode and input a set point through the PLC that is large enough to get just above synch speed
 - b) Manually start unit as before and allow rpms to reach synch speed and wait for contactor closure
 - c) Verify the preload of the generator after contactor closure (unit should stay at this load until commanded to raise)
 - d) Glenmount/Beavens adjust timing for contactor closure and initial preload of unit if reverse power relay picks up or initial preload is too high
 - e) After adjustments, start and keep the unit at preload for testing of relays
 - f) Verify direction of power flow at the relay
 - g) Measure phase angle between the current and potential applied at the relay
 - h) Observe current action of the directional contacts according to the direction of power flow. Reverse either potential or current to prove contact operation for reverse power flow
 - i) Load check voltage restraint at the overcurrent relays at SEL and multifunction relay to prove correct connection of currents and potentials
 - j) Perform Estop – show compliance with lockout requirements
 - k) Perform Controlled stop – show compliance with lockout requirements
- Monitor Bypass Valve and ensure it's integrating with the hydro system
- SCE to issue temporary PTO. Actual PTO may take a week or more to receive.

Parties Needed:

- Full Team
- Edison

Day 4 – Forward Power Testing

Goals:

- Tune control functions of system. PID loops, process setpoints, etc.
- Alarm Testing
- Manual operation with auto synch with load rejections from control panel; monitor surge relief system and load rejection tests and document over speed reached upon separation from grid:

- a) Start unit in manual mode as before
- b) Bring unit to 25% of rated load; initiate emergency stop and time the duration from unit trip to unit complete stop
- c) Start and bring unit to 50% of rated load; initiate emergency stop and time the duration from unit trip to unit complete stop
- d) Start and bring unit to 100% of rated load; initiate emergency stop and time the duration from unit trip to unit complete stop
- Perform functional scenario tests as directed by EETs and NLine Energy
- Power production guarantee certification, per Contract measured at the turbine/generator main breaker (Borden, Gilkes, NLine)
 - 5 cfs @ 468 ft → 156 kW
 - Graceful/Emergency Shutdown
 - 10 cfs @ 468 ft → 339 kW
 - Graceful or Emergency Shutdown
 - 20 cfs @ 468 ft → 697 kW
 - Graceful and Emergency Shutdown
 - 28 cfs @ 468 ft → 964 kW
 - Graceful and Emergency Shutdown
- 24-hour Full Load Run test (Borden, NLine, Gilkes)
- Set hydro station in Auto and monitor performance
- Training for SBVMWD Operators

Parties Needed:

- Full Team
- EETS (Optional)

Day 5

Goals:

- Float day – used as a buffer if any unforeseen items effect week’s schedule.

Parties Needed:

- To be determined on site pending unforeseen issues.

Appendix A – Turbine Performance Guarantee and Performance Curve

PERFORMANCE GUARANTEE TABLE

Supplier guarantees the following performance:

DESIGN HEAD: 497 ft

DESING FLOW: 28 cfs

Anticipated Head Variations: 468 ft to 497 ft

Anticipated Flow: 5-28 cfs

Guaranteed Turbine-Generator Minimum Power Output* (KW) at the Design Head of 468-497 ft		
System Flow (cfs)	Flow through Turbine(s) (cfs)	Guaranteed Turbine-Generator Minimum Power Output* (KW)
5	5	167
10	10	362
20	20	743
28	28	1030

* As measured below the turbine/generator system main circuit breaker.

By signing below Bidder guarantees that the Equipment supplied will meet the minimum power output described above.

SIGNATURE:  _____
AUTHORIZED REPRESENTATIVE

TITLE: Chairman

Projected Turbine-Generator Minimum Power Output (KW) at the Design Head of 468 ft		
System Flow (cfs)	Flow through Turbine(s) (cfs)	*Projected Turbine-Generator Minimum Power Output* (KW)
5	5	156
10	10	339
20	20	697
28	28	964

Please note that the *Projected numbers provided above are for reference only and do not in any way represent any guarantees from Gilkes at this point in time.

END OF DOCUMENT



Waterman Turnout

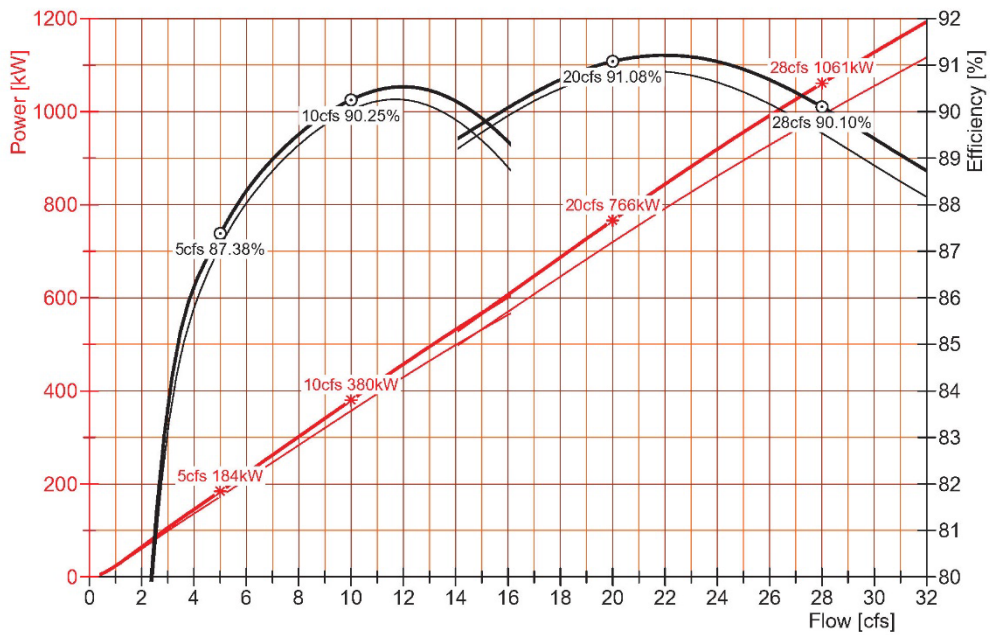
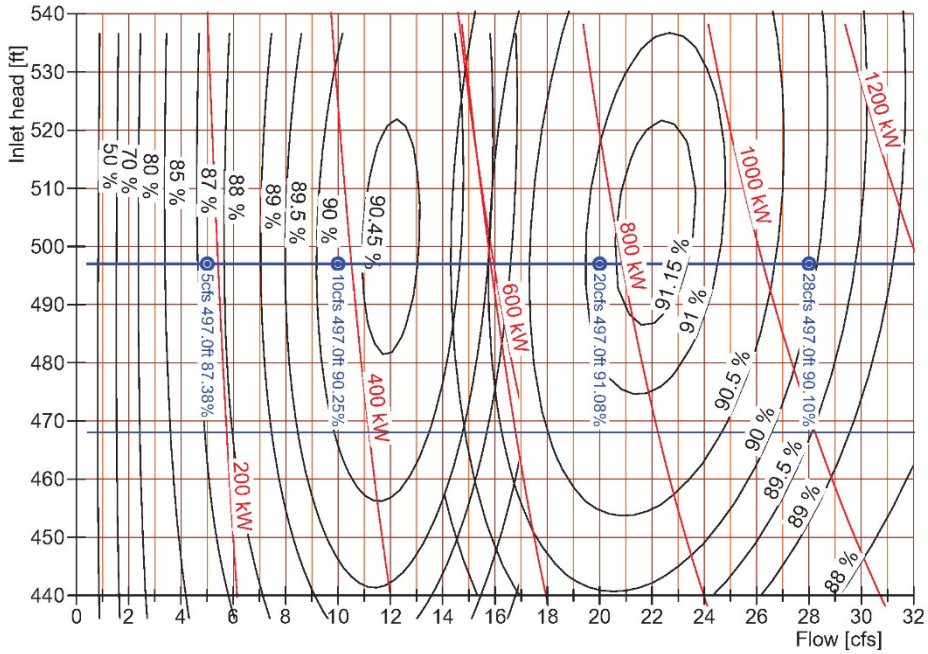
Ref: H2533 RevA

950PZ120

Date: 02-Oct-2015

Speed 514.3 rpm

By: IJM



DATE: June 4, 2024

TO: Board of Directors

FROM: Michael Plinski, Chief of Water Resources

SUBJECT: Consider a Water Sales Agreement with the County of San Bernardino and West Valley Water District to Provide Supplemental Water to the Glen Helen Area

Staff Recommendation

Authorize the CEO/General Manager to execute a Water Sales Agreement with the County of San Bernardino and West Valley Water District to provide supplemental water to the Glen Helen area.

Summary

The Water Sales Agreement with the County of San Bernardino and West Valley Water District to provide supplemental water to the Glen Helen Area (Water Sales Agreement) will allow San Bernardino Valley Municipal Water District (San Bernardino Valley) to provide State Water Project water (imported water) via West Valley Water District (WVWD) to the County of San Bernardino (County) if an emergency water supply is needed to serve the Glen Helen area. Should the County request an emergency water supply, they will coordinate with both San Bernardino Valley and WVWD to purchase, treat, and convey imported water to a new intertie connection between WVWD and the County. The County acknowledges that WVWD and San Bernardino Valley shall each be entitled to exercise sole discretion at any time to decline, limit, curtail, or terminate any water purchase.

The County and San Bernardino Valley agree that approximately seventy five percent (75%) of the area to be served under this agreement is outside the San Bernardino Valley service area boundary; and that this area is also outside of the Metropolitan service area boundary. Consequently, it is proposed that the imported water delivered will be invoiced at a blended rate, i.e., 25% water will be charged as the in-District rate and 75% will be invoiced as the outside rate, in accordance with San Bernardino Valley's Resolution 888.

The County, at its own sole cost and expense, will construct interconnection facilities, including, but not limited to, pipelines, a water meter, a booster connection and appurtenances to complete

an interconnection with the WVWD water system that will allow delivery of imported water to the County at no cost to WVWD or San Bernardino Valley. The interconnection facilities are shown in Exhibit “B” attached to the Water Sales Agreement. These interconnection facilities will be designed and completed with oversight and review from WVWD. WVWD will invoice the County for the treatment and delivery of the imported water.

The Water Sales Agreement was reviewed by San Bernardino Valley’s house counsel, Varner Brandt, and the agreement has been approved as to form.

Background

The County is a public agency providing water service to certain real property owned by the County and depicted on Exhibit “A” attached to the Water Sales Agreement. The County seeks the availability of an emergency secondary source of domestic water to serve Glen Helen to be used in the event the County’s wells within Glen Helen Regional Park cannot supply sufficient water to meet demand. The County has requested that WVWD and San Bernardino Valley provide domestic water to the County to serve Glen Helen, and WVWD and San Bernardino Valley are willing to provide such domestic water imported from outside the region on the terms and conditions set forth in the Water Sales Agreement. The County acknowledges that WVWD and San Bernardino Valley shall each be entitled to exercise sole discretion at any time to decline, limit, curtail, or terminate any purchase.

The County may request up to one thousand one hundred (1,100) AF per year of imported water to serve Glen Helen. Any amount over one thousand one hundred AF per year would require separate approval by San Bernardino Valley. Delivery of imported water is subject to availability and all terms and conditions in San Bernardino Valley’s Resolution 888, as amended.

District Strategic Plan Application

This item is consistent with San Bernardino Valley’s desire to work collaboratively to proactively manage a diverse, adaptable water supply portfolio to maximize the value of the region’s water assets.

Fiscal Impact

There is no fiscal impact associated with approval of this agreement. Water sales from this agreement may range from \$0 up to \$190,000 per year depending on San Bernardino Valley’s current imported water rates and the quantities requested by the County of San Bernardino.

Attachment

Water Sales Agreement with the County of San Bernardino and West Valley Water District to Provide Supplemental Water to the Glen Helen Area



Contract Number

SAP Number

San Bernardino County

Department Contract Representative Don Day
Telephone Number 909-387-5000

Contractee West Valley Water District & San Bernardino Valley Municipal Water District

Contractee Representative _____
Telephone Number _____
Contract Term _____
Original Contract Amount _____
Amendment Amount _____
Total Contract Amount _____
Cost Center _____

IT IS HEREBY AGREED AS FOLLOWS:

**AGREEMENT
BETWEEN
WEST VALLEY WATER DISTRICT
AND
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
AND
SAN BERNARDINO COUNTY**

This Agreement (the Agreement) is entered into as of _____, 2024 (Effective Date) by and between the West Valley Water District, a public agency of the State of California (WVWD), San Bernardino Valley Municipal Water District, a public agency of the State of California (SBVMWD), and San Bernardino County, a public agency of the State of California (COUNTY). WVWD, SBVMWD, and COUNTY are hereafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, COUNTY is a public agency providing water service to certain real property owned by San Bernardino County and depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Glen Helen"); and

WHEREAS, WVWD is a public agency organized and operating under the County Water District Law (Water Code § 30000 *et seq.*); and

WHEREAS, SBVMWD is a public agency organized and operating under the Municipal Water District Act of 1911 (Water Code § 71000 *et seq.*) and authorized to provide imported and supplemental water service, primarily from the State Water Project, to retail water agencies within its boundaries, including WVWD; and

WHEREAS, SBVMWD current rates for water are established in its Resolution 888, as amended, and the rate for areas outside the SBVMWD boundary are significantly higher than the rate for areas inside the SBVMWD boundary; and

WHEREAS, the Parties agree that approximately seventy five percent (75%) of the area to be served under this agreement is outside the SBVMWD boundary; and

WHEREAS, COUNTY seeks the availability of an emergency secondary source of domestic water to serve Glen Helen to be used in the event COUNTY wells within Glen Helen Regional Park cannot supply sufficient water to meet demand; and

WHEREAS, COUNTY has requested that WVWD and SBVMWD provide domestic water to COUNTY to serve Glen Helen, and WVWD and SBVMWD are willing to provide such domestic water imported from outside the region on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the above and the mutual benefits which will accrue to the Parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

OPERATIVE PROVISIONS

1. COUNTY AGREES:

- 1.1. From time to time during the term of this Agreement, COUNTY may request to purchase potable domestic water from WVWD and SBVMWD on the terms and conditions set forth in this Agreement. COUNTY acknowledges that COUNTY has no vested right to receive imported water, nor any prior or superior right to receive imported water from WVWD and SBVMWD. COUNTY further acknowledges that WVWD and SBVMWD shall each be entitled to exercise sole discretion at any time to decline, limit, curtail, or terminate any purchase.
- 1.2. COUNTY, at its own sole cost and expense, has designed and constructed, or caused the design and construction of, certain temporary interconnection facilities, including, but not limited to, pipelines, a water meter (Meter), a booster connection and appurtenances to complete an interconnection with the WVWD water system that will allow delivery of the imported water supply to COUNTY, at no cost to WVWD. The temporary interconnection facilities are generally described and/or depicted on Exhibit "B" attached hereto incorporated herein by this reference. These temporary interconnection facilities have been designed and completed with the oversight and review of the WVWD, as appropriate.
- 1.3. At such time that the COUNTY may complete the design and detailed construction plans and specifications (Plans) for permanent interconnection facilities and the same shall be submitted to WVWD as set forth below. All such planning and Plans prepared by or on behalf of COUNTY shall be subject to review and written approval by WVWD prior to the beginning of any construction of the permanent interconnection facilities.

- 1.4. COUNTY will submit Plans for WVWD review and approval. If WVWD takes exception to any facilities proposed, it shall submit these to COUNTY in writing for revision before WVWD formally approves. In the event WVWD disapproves the Plans, COUNTY may modify the Plans in accordance with the reasons given for disapproval and may resubmit the revised Plans to WVWD for approval or disapproval.
- 1.5. If and when the Plans have been approved by WVWD, COUNTY shall construct or cause the construction of the permanent interconnection facilities in strict compliance with the approved Plans, at no cost to WVWD. COUNTY will cooperate with WVWD in connecting the interconnection facilities to the WVWD water system.
- 1.6. COUNTY shall own and maintain the temporary and permanent interconnection facilities at its sole cost, including but not limited to the Meter, annual testing and calibration of the Meter to within industry standards, and replacement of the Meter as warranted. County shall provide records to WVWD of Meter testing and calibration upon request.
- 1.7. COUNTY may order imported water from WVWD and SBVMWD by submitting a written request to both WVWD and SBVMWD at least 5 business days in advance. WVWD and SBVMWD shall each approve or decline, in whole or in part, in writing, any request within 4 business days after receipt.
- 1.8. For each approved order for imported water:
 - 1.8.1. SBVMWD shall invoice COUNTY, and COUNTY shall pay SBVMWD, for the imported water delivery quantity at a blended rate equal to seventy-five percent (75%) of the then-current SBVMWD "outside" water rate in accordance with SBVMWD's Resolution 888, as may be amended, plus twenty-five percent (25%) of the then-current SBVMWD "inside" water rate.
 - 1.8.2. WVWD shall invoice COUNTY, and COUNTY shall pay WVWD, \$870 per acre-foot for the treatment and delivery of the imported water ("WVWD Rate"). WVWD at its sole discretion may change the WVWD Rate upon providing COUNTY with 60-day advanced notice.
- 1.9. COUNTY may request up to one thousand one hundred (1,100) AF per year of imported water to serve Glen Helen. Any amount over one thousand one hundred AF per year would require separate approval by SBVMWD. Delivery of imported water is subject to availability and all terms and conditions in SBVMWD's Resolution 888, as amended.

2. WVWD AGREES:

- 2.1. WVWD shall approve or disapprove the Plans within a reasonable amount of time after submittal to WVWD.
- 2.2. WVWD shall approve or decline, in whole or in part, in writing, any request from COUNTY for imported water within 4 business days after receipt. If approved, WVWD shall coordinate delivery of the imported water requested by COUNTY from SBVMWD.
- 2.3. Imported water delivered pursuant to this Agreement shall be measured and recorded at the interconnection by the Meter with the capacity of accurately measuring flow at one thousand gallons per minute.
- 2.4. WVWD will supply only such imported water at such pressure as may be available from time to time from the operation of its water system, as WVWD may determine in its sole and absolute discretion.

- 2.5. Periodically, WVWD shall invoice COUNTY for payment for treatment and delivery of imported water delivered hereunder, as provided in Section 1.8.2 above. Payment of the amount shown on the invoice shall be due on the thirtieth (30) day after the receipt of the invoice by COUNTY. WVWD agrees to accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into WVWD's designated checking or other bank account. WVWD shall comply with directions and complete forms provided by COUNTY required to process EFT payments.
- 2.6. Imported water delivered through the interconnection shall be of domestic water quality served by WVWD to its customers.
- 2.7. The gate/valve on WVWD's side of the interconnection facilities normally will be closed until it is opened by WVWD employees and utilized to provide water to COUNTY.
- 2.8. WVWD shall notify COUNTY, in writing, at least sixty (60) days in advance of any change to the WVWD Rate charged for treatment and delivery of imported water.
- 2.9. WVWD makes no guarantee of the availability and/or quantity of imported water it may deliver to the COUNTY.
- 2.10. Delivery of imported water pursuant to this Agreement may be limited, curtailed or terminated by WVWD, for any reason or no reason whatsoever, as determined by WVWD in its sole and absolute discretion, by the delivery of a two-day prior written notice to SBVMWD and COUNTY.

3. SBVMWD AGREES:

- 3.1. Upon request from COUNTY, SBVMWD may sell to COUNTY, for use in Glen Helen, such imported water as SBVMWD may determine, at SBVMWD's sole and absolute discretion, but at a flow rate not greater than one thousand gallons per minute. SBVMWD shall approve or decline, in whole or in part, in writing, any request from COUNTY for imported water within 4 business days after receipt.
- 3.2. Imported water sold by SBVMWD to COUNTY shall not be counted as a deduction against WVWD's allocation of imported water.
- 3.3. SBVMWD makes no guarantee of the availability and/or the quantity of imported water it may sell to the COUNTY.
- 3.4. Periodically, SBVMWD shall invoice COUNTY for payment for imported water delivered hereunder, as provided in Section 1.7 above. Payment of the amount shown on the invoice shall be due on the thirtieth (30) day after the receipt of the invoice by COUNTY. SBVMWD agrees to accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into SBVMWD's designated checking or other bank account. SBVMWD shall comply with directions and complete forms provided by COUNTY required to process EFT payments.
- 3.5. Delivery of imported water pursuant to this Agreement may be limited, curtailed or terminated by SBVMWD for any reason or no reason whatsoever, as determined by SBVMWD in its sole and absolute discretion, by the delivery of a two-day prior written notice to WVWD and COUNTY.
- 3.6. SBVMWD shall notify COUNTY, in writing, at least sixty (60) days in advance of any change to the rate charged for imported water.

4. THE PARTIES MUTUALLY AGREE:

- 4.1. As inducement and consideration for WVWD and SBVMWD to enter into this Agreement, COUNTY hereby assumes all risk of damage to property and injury to persons or property, arising out of or in connection with any limiting, curtailment or termination of imported water by WVWD and SBVMWD to COUNTY and COUNTY hereby waives all claims with respect thereto against WVWD and SBVMWD. Should there be any claims against WVWD or SBVMWD by third parties related to the limiting, curtailment or termination of imported water under this section, the indemnity provisions of Section 4.5 will apply to such claims.
- 4.2. The Meter will be read by COUNTY at such time or times as may be determined by WVWD. Further, COUNTY shall provide WVWD access to the Meter at any time upon request.
- 4.3. This Agreement shall remain in effect for a period of five (5) years from the Effective Date. Either Party may terminate this Agreement without liability, upon sixty (60) days notice to the other Party.
- 4.4. COUNTY shall not assign or transfer its rights or obligations under this Agreement.
- 4.5. To the maximum extent permitted by law, COUNTY shall indemnify, defend, and hold harmless WVWD and SBVMWD, their directors, authorized agents, officers, representatives, professional consultants, and employees, and each and every one of them (collectively, Indemnitees), from and against any and all third-party claims, actions, damages, liabilities, losses, fines, penalties, costs and expenses (including attorney's fees) of every type and description (collectively, Costs) arising from or in connection with: (a) COUNTY's acts or omissions or the acts or omissions of its agents (including contractors and subcontractors), employees, successors or assigns (collectively, Representatives), in connection with the matters contemplated by this Agreement; (b) any breach by COUNTY of its obligations pursuant to this Agreement; (c) the design, engineering, construction, and maintenance of the interconnection facilities; (d) any limitation, curtailment or termination of imported water delivery to COUNTY; or (e) any death, injury, property damage, accident or casualty caused or claimed to be caused by COUNTY or its Representatives or incurred by COUNTY or its Representatives or property. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of WVWD, SBVMWD, their Indemnitees, or any of them. WVWD and SBVMWD will make all decisions with respect to their representation in any legal proceeding concerning this Section 4.5.
- 4.6. To the maximum extent permitted by law, WVWD shall indemnify, defend, and hold harmless COUNTY and SBVMWD, and their directors, authorized agents, officers, representatives, professional consultants, and employees, and each and every one of them (collectively, Indemnitees), from and against any and all third-party claims, actions, damages, liabilities, losses, fines, penalties, costs and expenses (including attorney's fees) of every type and description (collectively, Costs) arising from or in connection with: (a) WVWD's acts or omissions or the acts or omissions of its agents (including contractors and subcontractors), employees, successors or assigns (collectively, Representatives), in connection with the matters contemplated by this Agreement; (b) any breach by WVWD of its obligations pursuant to this Agreement; or (c) the design, engineering, construction, and maintenance of the interconnection facilities. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of COUNTY, SBVMWD, its Indemnitees, or any of them. COUNTY and SBVMWD will make all decisions with respect to their representation in any legal proceeding concerning this Section 4.6.
- 4.7. To the maximum extent permitted by law, SBVMWD shall indemnify, defend, and hold harmless COUNTY and WVWD, and their directors, authorized agents, officers, representatives, professional consultants, and employees, and each and every one of them (collectively, Indemnitees), from and against any and all third-party claims, actions, damages, liabilities, losses, fines, penalties, costs

and expenses (including attorney's fees) of every type and description (collectively, Costs) arising from or in connection with: (a) SBVMWD's acts or omissions or the acts or omissions of its agents (including contractors and subcontractors), employees, successors or assigns (collectively, Representatives), in connection with the matters contemplated by this Agreement; or (b) any breach by SBVMWD of its obligations pursuant to this Agreement. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of COUNTY, WVWD, its Indemnitees, or any of them. COUNTY and WVWD will make all decisions with respect to its representation in any legal proceeding concerning this Section 4.7.

- 4.8. Time is of the essence for each and every provision of this Agreement.
- 4.9. After the Effective Date of this Agreement, in the event COUNTY hires a third party to install, construct, reconstruct, repair, maintain, replace, or remove the interconnection facilities, COUNTY shall cause such third party to name WVWD and its officer, employees and agents as additional insured on all liability insurance policies required by the COUNTY of such third party.
- 4.10. This writing constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements, which may have been entered into between the Parties prior to the execution of this Agreement.
- 4.11. Any notice to be given or to be served upon any Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

WVWD: West Valley Water District
855 W. Baseline
Rialto, CA 92376
General Manager
(909) 875-1804
E-Mail: _____

SBVMWD: San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408
General Manager
(909) 387-9200
E-Mail: _____

COUNTY: San Bernardino County
385 North Arrowhead Avenue
San Bernardino, CA 92415
Director
(909) 387-5000
E-Mail: _____

- 4.12. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
- 4.13. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.
- 4.14. This Agreement shall not be construed as a conveyance or waiver of any right to water owned by WVWD and SBVMWD, nor shall it be construed as conferring any right whatsoever upon any person, firm or entity not a party to this Agreement.
- 4.15. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 4.16. This Agreement shall be governed by the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed in the Superior Court of California, San Bernardino District.
- 4.17. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 4.18. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by all Parties. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 4.19. If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 4.20. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.
- 4.21. All privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect.
- 4.22. The Recitals are incorporated into the body of this Agreement.
- 4.23. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties.
- 4.24. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WEST VALLEY WATER DISTRICT
(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
(Print or type name of corporation, company, contractor, etc.)

By _____
(Authorized signature - sign in blue ink)

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

Title _____
(Print or Type)

Dated: _____

Address _____

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ _____
Aaron Gest, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

DATE: June 4, 2024

TO: Board of Directors

FROM: Bob Tincher, Chief of State Water Initiatives/Deputy General Manager
Michael Plinski, Chief of Water Resources

SUBJECT: State Water Project Report

Staff Recommendation

Receive and file

Summary

This report provides an update on the State Water Project and related topics.

Background

1. State Water Project

- a. The allocation to State Water Project water was increased to 40%. However, given the hydrologic conditions in Northern California, the allocation to the State Water Project should have exceeded 40%. The lower allocation is due to the presence of endangered fish species near the State Water Project pumps in the Delta. Both Karla Nemeth, DWR Director and Jennifer Pierre, General Manager of the State Water Contractors commented on this year's allocation:

“This year highlights the challenges of moving water in wet periods with the current pumping infrastructure in the south Delta. We had both record low pumping for a wet year and high fish salvage at the pumps,” said DWR Director Karla Nemeth. “We need to be moving water when it’s wet so that we can ease conditions for people and fish when dry conditions return. It’s one more reason the Delta Conveyance Project, which would move water when the flows are high in a manner safer for fish, is a necessary climate adaptation project for California.”

“While we are glad to see this modest allocation increase for public water

agencies who rely on SWP supplies, it is still far below the amount of water we need. Water deliveries should be far higher in a good water year like we've had — there is a lot of water in the system, California reservoirs are full, and runoff from snowpack melt is still to come. Today's modest allocation highlights just how difficult it is to operate within current regulatory constraints and with infrastructure in need of modernization. Even in a good water year, moving water effectively and efficiently under the current regime is difficult.”

- b. Staff will provide an update on rain and snow conditions in Northern California during the meeting.
2. Delta Conveyance Project
- a. Had the Delta Conveyance Project, which bypasses the SWP pumps, been in operation this year, it would have captured up to an additional 909,000 AF, an increase of 23%, resulting in a 63% allocation.
 - b. An updated cost estimate was prepared for the Delta Conveyance Project. The updated cost estimate is \$20.1 billion which is the amount we estimated and provided at the Board's joint workshop with the San Geronimo Pass Water Agency on the Delta Conveyance Project in February. Design innovations have the potential to reduce the overall cost to \$18.9 billion. San Bernardino Valley's portion of the project is 2.8%, or between \$529 - \$563 million. At the joint workshop in February, we estimated our portion of the project cost to be \$561 million.
 - c. A rigorous benefit cost analysis was prepared by Berkeley Research Group which calculated a benefit cost ratio of 2.20. That is, for every \$1 spent there is \$2.20 of benefits. The benefits are (1) offsetting the negative impacts of climate change on water deliveries and (2) maintaining water deliveries even after major seismic events in the Delta.
 - d. Bob Tincher participated in a panel discussion on Delta Conveyance at the Spring ACWA Conference.
 - e. Governor Newsome made a surprise appearance at the Spring ACWA Conference and specifically mentioned his support for the Delta Conveyance Project and Sites Reservoir.
 - f. An excerpt from the latest Delta Conveyance Project Monthly Report is attached for your information.
3. Healthy Rivers and Landscapes alternative for the Bay Delta Plan update
- a. Proponents provided a detailed explanation of this alternative to the State Water

Resources Control Board during public workshops held April 24 – April 26, 2024.

4. Sites Reservoir

- a. An excerpt from the latest status report for the project is attached for your information.

District Strategic Plan Application

Supplemental water from the State Water Project helps San Bernardino Valley achieve its mission to work collaboratively to provide a reliable and sustainable water supply to support the changing needs of our region's people and environment.

Fiscal Impact

None

Attachments

1. Excerpt from Delta Conveyance Project Monthly Board Report
2. Excerpt from Sites Reservoir Project Monthly Status Report

Section 1 | Work Performed (April 2024 Activities)

Program Management. The team continued program-wide support activities and implementation of the Program Management Information System.

- Continued processing invoices for FY23/24.
- Support vendors with invoice submission and contract amendment requests.
- Support contract managers with financial forecasting and cashflow projections.
- Continue development of master programmatic schedule
- Began review of contract packaging and interfaces.
- Continue implementation and training of SOPs/Management Plans.
- Continued work on FY24/25 Procurement Strategy development.
- Continued budget planning for FY24/25.

Administration. The Administrative team continued to support functions including IT support, in-person and virtual meetings and social media content/updates.

- Supported DCA Board of Directors and coordination of DCA events including preparation for remote Director participation for Board meetings per Brown Act requirements.
- Coordination of DCA Change Board meetings/actions.
- Activities supporting the development and training for SOPs/Management Plans.
- Continue FY23/24 contract management activities.
- Planning for Spring 2024 DCA alignment tours.
- Execution and support of upcoming meetings and conferences.

- FY24/25 budget preparation activities.
- DCA Board Room upgrades to improve audio and video.
- DCA Learning Management System implementation activities, pilot go-live with smaller group.



Engineering. The engineering team primarily focused on supporting the Department of Water Resources (DWR) Delta Conveyance Office (DCO) permitting efforts while also continuing to develop and progress engineering studies.

- Continued responding to requests for information (RFIs) from DCO environmental team regarding permit applications.
- Continued evaluation and documentation of total program costs associated with the Bethany Reservoir Alternative, including evaluation of potential innovations that could reduce impacts, cost, schedule, or improve constructability.
- Continued developing reports documenting the coordination, engineering, and cost estimating for a potential community benefits project.
- Initiated work on the mobile crane consideration and updates, advance concepts for access roads and dual road/rail bridge to Delta work sites.
- Continued work on the Project Engineering Report and Project Definition Report outlines.
- Continued review of existing Delta-wide subsurface information

- Continued to support communications and outreach efforts, including developing new and updated graphics, and updating tour visualizations.
- Continued to support DCA programmatic planning activities.

Field Work. The field work team continued efforts to plan and conduct geotechnical and environmental investigations for evaluation of subsurface conditions and validation of parameters assumed during conceptual design.

- Finalized draft budget and scope for FY24/25 investigations.
- Continued coordination for Spring 2024 investigation program and began site clearances and field adjustments, as necessary.
- Continued to provide weekly 2-week look-ahead map for planned and ongoing geotechnical investigations, as well as 4-week look-ahead list.
- Continued to negotiate with landowners regarding Temporary Entry Permits (TEPs) for access to private property.
- Continued to assist DCO with Court Ordered Entry process (COE).
- Continued to evaluate soil samples for reusable tunnel material (RTM) study, including coordination with engineering team on mix ratios and test types.
- Prepared the 2024 Fieldwork training refresher.

Section 2 | Community Engagement

Highlights

- Created Project Overview Video in Spanish
- Created Intakes Video in Spanish
- Staff presentation on impactful communication strategies for ACWA and public events
- Provided project tour for legislative representatives
- Updated Chinese “A Closer Look” fact sheet series

We’re Connecting Everywhere!

SOCIAL MEDIA:

Total impressions: 160,569
Video Plays: 96,141

WEBSITE VIEWS:

Overview Page: 1,980
Document Library: 643



TOP GOOGLE AD IN APRIL

DWR - Water Key to State Economy



Impressions

25,655

Clicks

1,754

CTR

6.84%

SWP Bolsters Calif.'s Economy

Uncover the integral role of the State Water Project in fueling California's economy

[Learn more](#)

Sites Reservoir Project Monthly Status Report (April)

Monthly Status Summary:

The development of the Sites Project continues to make progress in the critical areas, including the following activities:

Engineering:

- Ongoing CAISO coordination.
- Completed draft preliminary engineering design and analysis.
- Continue planning and coordination of Golden Gate Dam value engineering activities.
- Continue development of preliminary engineering Opinion of Probable Construction Cost Estimate.

Coordination with Reclamation:

- Meetings with Reclamation and DWR to discuss technical aspects of coordinating operations continues. Most of the current effort is related to defining the circumstances under which close coordination is to occur during diversions. Next up will be review of releases and delivery, and exchanges with Oroville.
- The State Water Contractors are providing comments on the Operations Coordination Agreement through DWR.
- Technical discussions with Reclamation involving the development of the Partnership Agreement (which is the Federal equivalent to the B&O) continue.
- Ongoing coordination with Reclamation on schedule and timing for signing the ROD.

Environmental Planning and Permitting:

- Ongoing CEQA litigation support, as needed.
- The combined operational effects of LTO and Sites, are being undertaken to support the LTO Reconsultation EIS efforts and associated BA/BO process.
- Continued to perform seasonal surveys required by the Project's Aquatic Study Plan.
- Continued development of Section 404(b)(1) Alternatives Analysis for Section 404 permitting.
- Continued meetings with CDFW staff on responding to additional information requests for the Project's Operations ITP application. Provided substantial information to CDFW to address their requests.
- Continued coordination with CDFW on the Revised Construction ITP and Master

Preparer:	JB, KS, AF, CH, HL, JS, LWH, JR	Authority Agent:	AF, KS, JR	Approver:	Brown	Page:	1	of	2
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Monthly Status Report Continued

Streambed Alteration Agreement.

- Continued discussions with several parties protesting the Project's water right application and continued preparation for the water right hearing.
- Preparation for initiation of the Section 408 approval process with the Army Corps of Engineers.
- Continued coordination with design and engineering team on Project Delivery planning.

Operations:

- Continued effort to transition Sites into the CalSim 3 model platform.
- Began efforts on additional modeling in CalSim II for the Operations ITP analysis.
- Continued effort to develop Sites Operations Plan Version 2.0.

Partner Engagement, Public Outreach & Real Estate:

- Conducted coordination discussions with the Northern California Carpenters Union on workforce development.
- Conducted project presentation/tour to support Metropolitan Water's State Water Project Tours Program for Three Valley's MWD and Municipal Water District of Orange County
- Planning for Washington DC Legislative trip for May 21st-23rd.
- Finalized the 2023 Annual Report.
- Planning for a Virtual Town Hall in 2024 and future 2024 LCWG meetings.
- Continued ongoing coordination with landowners who are part of the Early Acquisition Program.
- Ongoing coordination with landowners to discuss Temporary Right Of Entry for geotechnical, biological, environmental, and cultural field activities and other real estate actions.

Program Management & Administration:

- Ongoing response to comments received on the draft of the Benefits & Obligations Contract with Participants and Joint Powers Agreement and Bylaws amendments.

DATE: June 4, 2024

TO: Board of Directors

SUBJECT: List of Announcements

- A. June 5, 2024, 8:30 a.m. – Upper SAR WIFA by Teleconference (Cancelled)
- B. June 6, 2024, 2 p.m. – Board Workshop – Policy/Administration by Teleconference or In-Person
- C. June 11, 2024, 2 p.m. – Board Workshop – Resources/Engineering by Teleconference or In-Person
- D. June 12, 2024, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee by Teleconference (Cancelled)
- E. June 12, 2024, 1:30 p.m. – SBVW Conservation District Board Meeting
- F. June 17, 2024, 6 p.m. – ASBCSD dinner (Hosted by Chino Valley Water Conservation District; The Old Spaghetti Factory - Rancho Cucamonga)
- G. June 18, 2024, 9:30 a.m. – SAWPA Commission Meeting
- H. June 18, 2024, 2 p.m. – Regular Board Meeting by Teleconference or In-Person
- I. June 18, 2024, 5:30 p.m. – Sunrise Ranch Master Plan Public Workshop #4 (Bear Springs Event Center 27959 Highland Avenue, Highland, CA 92346)
- J. June 19, 2024, 8:30 a.m. – Upper SAR WIFA by Teleconference (Cancelled)
- K. June 26, 2024, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee by Teleconference (Cancelled)