



**REGULAR MEETING OF THE BOARD OF DIRECTORS
2:00 pm Tuesday, March 19, 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, March 18, 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, March 19, 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 Regular Board of Directors' Meeting - March 5, 2024 (2 min) - Page 3
[Staff Recommendation - Approve Minutes of the Regular Board of Directors Meeting - 030524](#)
- 2.2 Approve Minutes of the Board of Directors' Workshop - Policy/Administration - March 7, 2024 (2 min) - Page 10
[Staff Recommendation - Approve Minutes of the Board of Directors Workshop - Policy/Administration 030724](#)

3) DISCUSSION AND POSSIBLE ACTION ITEMS

- 3.1 Consider Authorizing Execution of a Technical Assistance Agreement with USGS Associated with the Section 6 Grant: Development of Alternative Sampling Methodologies for Year-Round Santa Ana Sucker Monitoring (20 min) - Page 16
[Staff Memo - Consider Authorizing Execution of a Technical Assistance Agreement with USGS Associated with the Section 6 Grant Development of Alternative Sampling Methodologies for Year Round Santa Ana Sucker Monitoring](#)
[Joint Funding Agreement 24ZGJFA11000075 for Development of Alternative Sampling Methodologies for Year Round Santa Ana Sucker Monitoring](#)
[Resolution 1181](#)
[CDFW Payable Agreement](#)
- 3.2 Consider Authorizing Execution of Amendment to Riparian Bird Monitoring Consulting Services Agreement (20 min) - Page 67
[Staff Memo - Consider Authorizing Execution of Amendment to Riparian Bird Monitoring Consulting Services Agreement](#)
[Second Amendment to the Consulting Services Agreement](#)

- 3.3 Update on Upper Santa Ana River Habitat Conservation Plan
Receive and file (20 min) - Page 85
[Staff Memo - Update on Upper Santa Ana River Habitat Conservation Plan](#)

4) REPORTS (Discussion and Possible Action)

- 4.1 CEO/General Manager's Report (10 min) - Page 89
[CEO/General Manager's Report](#)
[3-Month Look Ahead Table](#)
[Project Status Update](#)
- 4.2 Directors' Report of Activities and Travel Requests in accordance with Resolution 1100(5 min) - Pg. 98
[SBVMWD Director Fees and Expenses paid in February 2024](#)
[Director Botello Activity Report - February](#)
[Director Harrison Activity Report - February](#)
[Director Hayes Activity Report - February](#)
[Director Kielhold Activity Report - February](#)
[Director Longville Activity Report - February](#)
- 4.3 General Counsel Report
- 4.4 SAWPA Meeting Report
- 4.5 Water Delivery Report (10 min) - Page 104
[Staff Report - Water Delivery Report - March 2024](#)
[Water Delivery Report - March 2024](#)
- 4.6 Treasurer's Report (2 min) - Page 108
[Treasurer's Report - February 2024](#)

5) FUTURE BUSINESS

6) ANNOUNCEMENTS

- 6.1 List of Announcements(2 min) - Page 118
[List of Announcements 031924](#)

7) CLOSED SESSION

8) ADJOURNMENT

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

March 5, 2024

Directors Present: Gil J. Botello, T. Milford Harrison, June Hayes, Paul R. Kielhold, and 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
 Anthony Flordelis – Business Systems Analyst
 Kelly Malloy, MPA – Strategic Communications Manager
 Adekunle Ojo, MPA – Water Resources Manager
 Matthew Olivo – Senior Accountant
 Andreea Tanase, MPA – Administrative Analyst I
 Shavonne Turner, MPA – Engagement & Conservation Program Manager

Scott Heil, Varner & Brandt

Members of the Public in Attendance:

Jennifer Ares, Yucaipa Valley Water District
 Melody McDonald, San Bernardino Valley Water Conservation District
 John Longville, San Bernardino Valley Water Conservation District
 Robert Stewart, San Bernardino Valley Water Conservation District
 Kevin Walton, San Gorgonio Pass Water Agency
 Larry Smith, San Gorgonio Pass Water Agency
 Ben Kelly, Western Heights Mutual Water Company
 David Smith, East Valley Water District
 Oscar Ramos, San Gabriel Valley Water Company
 Jennifer Alford, California State University San Bernardino (CSUSB)
 Angeli Michelle Richard, CSUSB Fellow
 David Hernandez Jr., CSUSB Fellow
 Jose Garcia, CSUSB Fellow

Julia Pineda, CSUSB Fellow
 Teresa Deaguilera, CSUSB Fellow
 Megan Somogyi, Downey Brand
 Meredith Nikkel, Downey Brand

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

Agenda Item 1. Public Comment

President Kielhold stated that any member of the public wishing to make any comments to the Board regarding non-agenda items may do so. There were none.

Agenda Item 2. Consent Calendar

2.1) Approve Minutes of the Joint Board of Directors Meeting – San Bernardino Valley Municipal Water District and San Gorgonio Pass Water Agency – February 13, 2024.

2.2) Approve Minutes of the Regular Board of Directors Meeting – February 20, 2024.

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

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

Agenda Item 3. Discussion and Possible Action Items

3.1) CSUSB Fellows Introduction. Strategic Communications Manager Kelly Malloy reminded the Board of the authorization for sponsorship of five fellows in the California State University San Bernardino (CSUSB) program.

Dr. Jennifer Alford, Director of the CSUSB Institute of Water Resiliency and Associate Professor of Geography and Environmental Studies at California State University San Bernardino, introduced the five program fellows. Students Angeli Michelle Richard, David Hernandez, Jr., Jose Garcia, Julia Pineda, and Teresa Deaguilera introduced themselves, detailed their experience and goals in the program, and thanked the Board.

Dr. Alford assured the Board of the return on investment and explained the SBV-provided funding is supporting programs and activities which include the California Environmental Quality Act certification, watershed monitoring, field gear/what to wear, K-12 engagement, and special events. Program expansion plans include social media, cybersecurity learning, and the mountain lab. Dr. Alford touched on the importance of providing the resources for the students and thanked the Board.

Director Harrison acknowledged the students' investment and their focus on the work of San Bernardino Valley (SBV).

Vice President Hayes recalled her initial hesitation about the program. She said she was pleased and impressed with the students, it has been a successful venture, and she is now a strong supporter.

Director Longville said she hoped the students would return to share their experiential activities that had focused them on where they are heading in the future, and toward job placement.

Director Botello noted this was more than he had expected and said the students' stories were heartwarming and a testament to the good work in guiding the young people. The breadth and depth of their studies was incredible, he noted, and reminded about the importance of relationships and connections.

3.2) 2024 Comprehensive Media Program Overview. Strategic Communications Manager Kelly Malloy noted the focus of the District's communications efforts on investing and expanding to communicate with a consistent brand across a broad audience. She discussed the investment in video, presented the 70th Anniversary video, and proposed a strategic plan for video productions.

For 2024, Ms. Malloy proposed a program of videos on two filming days, intended to be packaged for the 70th anniversary and for future use. They would be used on social media, during presentations, and on the website.

Ms. Malloy discussed social media content and the need for consistent messaging and content over time. The focus will be on expanding engagement on Facebook, Instagram, and LinkedIn, she explained.

A contract with We Market for Humans would include four full-length videos and production of 12 months of monthly social media content, Ms. Malloy explained.

Director Botello expressed support and requested that a more detailed history of the District be captured. He suggested a space at the Sunrise Ranch property where clinics could be held, or a library or museum available.

Vice President Hayes asked about the true draw for viewership of videos on social media. She said she would like to see studies on whether viewers actually stop and look at the

videos, and recommended that if money is to be spent, it should be on something powerful that will engage a viewer and get them to stop and look at the SBV content.

Director Harrison said he would like to have a video on a thumb drive that he could share with groups such as Rotary or the Chamber of Commerce that simply tells the story of what SBV does, as most have no idea what is involved to make water come from the spigot. He pointed to the story of the State Water Project, and the amount of water in the aquifer.

Director Longville said she was impressed with the proposal and suggested looking for opportunities for inclusion of the successes of the partner retail agencies. Director Botello suggested the partnership with East Valley Water District on the capture of wastewater.

President Kielhold expressed support, noting that 99 percent of what he has heard about SBV is wrong. It is essential to tell an inclusive story about how SBV, as a wholesale water agency, fits as a State Water Contractor (SWC), and get the story out as widely as possible, he stated.

Mr. Kevin Walton of the San Geronio Pass Water Agency (SGPWA) advised that they are also engaging in a public information campaign and have entered a contract for the same types of content. He suggested there was opportunity for collaboration and content engagement for both SWC agencies to have a larger footprint or greater message.

The Board of Directors approved the 2024 Comprehensive Media Program and authorized the CEO/General Manager to execute the agreement with We Market for Humans in the amount of \$117,600 by the following roll-call vote:

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

3.3) Consider Financial Statement Auditing Services for Fiscal Years Ending June 30, 2024, and 2025. Senior Accountant Matthew Olivo reminded the Board of the contract with Rogers, Anderson, Malody & Scott (RAMS), a San Bernardino-based CPA firm, for Fiscal Years ending June 2021, 2022, and 2023 with the option to extend an additional two years for 2024 and 2025. SBV is required to have an independent audit of its financial records each year, he explained.

RAMS has been responsive, and staff is satisfied with the service provided, Mr. Olivo continued. The fiscal impact for the contract would be not-to-exceed \$31,310 for Fiscal Year 2024 and \$31,850 for FY 2025, he advised.

President Kielhold requested clarification of the appropriation amounts. Mr. Olivo noted the additional amounts for calculation of the appropriations limit and the single audit, if needed, are included in the final appropriation figures.

Vice President Hayes pointed out that part of the RAMS team performing this year's audit should be new.

The Board of Directors authorized the CEO/General Manager to sign an engagement letter to exercise the two-year option with Rogers, Anderson, Malody and Scott for auditing services for the fiscal years ending June 30, 2024 (\$31,330) and 2025 (\$31,800) and single audits, if needed, at a cost of \$3,650 for FY 2024 and \$3,700 for FY 2025 by the following roll-call vote:

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

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

4.1) State Water Project Report. Chief of Statewide Water Initiatives/Deputy General Manager Bob Tincher advised the 2024 allocation has increased to 15 percent, and it is expected to increase with the recent storms. He provided information on the Delta and the need for the Delta Conveyance.

Had Sites reservoir been in place, 1.2 million acre-feet of water supply would have been captured in 2023 and 2024 to date, Mr. Tincher advised.

Precipitation had been slow through January of the water year, but has picked up, and is currently right at average, Mr. Tincher noted. Snowpack is also at average, and reservoirs are in good shape, he added.

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

Director Harrison reported that he attended:

- February 22 – Santa Ana River and Trail Committee Meeting
- February 26 – Association of Special Districts Dinner
- February 29 – Reception for Assemblymember Eloise Gómez Reyes
- March 1 – Redlands Chamber of Commerce

- March 1 – California Special Districts Association (CSDA) Legislative Committee
- March 4 – Association of California Water Agencies (ACWA) Legislative Committee
- March 5 – Santa Ana Watershed Project Authority (SAWPA) and PA24 Committee

Director Longville reported that she attended:

- February 21 – City of San Bernardino City Council Meeting
- February 26 – Moderated a Conversation For The League of Women Voters
- February 27 – PERC Committee Meeting

Director Botello reported that he attended:

- February 28 – Southern California Water Dialogue Webinar

Director Hayes reported that she attended:

- February 26 – Association of Special Districts Dinner
- March 1 – Water Advisory Committee of Orange County
- March 5 – California Natural Resource Agency Webinar

President Kielhold reported that he attended:

- February 29 – San Bernardino Valley Conservation Trust meeting

President Kielhold established a new ad hoc committee to work on Cactus Basin Recharge, and appointed Vice President Hayes and himself.

4.3) General Counsel Report. Scott Heil advised that the Department of Water Resources has appealed the Superior Court ruling on the bond validation for the Delta Conveyance Project, and various cross-appeals have also been filed.

4.4) Ad-Hoc and Standing Committee Reports. Director Susan Longville reported that the Committee has completed a draft and will later present the Climate Adaptation and Resiliency Plan to the Board. The first Cost of Service Committee meeting was postponed.

Director Harrison advised that the Legislative Committee will meet on March 7.

4.5) SAWPA Meeting Report. Director Harrison reported that the SAWPA Commission did not meet. The Project Area 24 Committee met. Contracts were approved with organizations on call for emergencies, and for cameras to inspect the line. The Committee received a report on the 12-inch, 4,500-ft Agua Mansa line being installed in the Rialto area. Diversions around existing facilities have been necessary, resulting in project delays and an extra \$100,000 in cost. The PA 24 Committee approved the added construction management contract and expects additional charges from the contractor. SBV will be responsible for 13 percent of that cost.

Agenda Item 5. Future Business. None.

Agenda Item 6. Announcements.

6.1) List of Announcements. Heather Dyer announced receipt of a Certificate of Commemoration from Senator Laphonza Butler. She pointed out the List of Announcements.

Director Harrison commended staff on the 70th Anniversary celebration.

Agenda Item 7. Closed Session. Scott Heil of Varner & Brandt introduced the Closed Session item. President Kielhold adjourned the meeting to Closed Session at 3:26 p.m.

7.1) Conference with Real Property Negotiators

Property: Southern California Edison East End Hydroelectric Generation Plants

Agency negotiator: Heather Dyer, Wen Huang

Negotiating parties: Southern California Edison Company

Under negotiation: Price and terms of payment.

President Kielhold returned the meeting to Open Session at 3:43 p.m. Counsel Heil stated that no reportable action was taken in the closed session.

Agenda Item 8. Adjournment. The meeting was adjourned by President Kielhold at 4:24 p.m.

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

Respectfully submitted,

Lynda J. Kerney
Contract Assistant

**MINUTES
OF
THE
BOARD OF DIRECTORS WORKSHOP – POLICY / ADMINISTRATION
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

March 7, 2024

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

Anthony Flordelis – Business Systems Analyst
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
Shavonne Turner, MPA – Engagement & Conservation Program Manager

Members of the Public in Attendance:

Melody McDonald, San Bernardino Valley Water Conservation District
Madeline Blua, Yucaipa Valley Water District
Paul Hernandez, Water Education for Latino Leaders (WELL)
Marissa Stanley, Water Education for Latino Leaders
Jackson R Gualco, The Gualco Group
Waverly Klaw, Sonoran Institute - Growing Water Smart
Mary Jo Hartley, West Valley Water District
Meryl Corbin, Sonoran Institute - Growing Water Smart

The Policy/Administration Workshop of the Board of Directors was called to order by Chairperson Botello at 2:03 p.m. A quorum was noted present.

Agenda Item 1. Introductions. Melody McDonald of San Bernardino Valley Water Conservation District introduced herself.

Agenda Item 2. Public Comment. None.

Agenda Item 3. Discussion and Possible Action Items.

3.1) Inland Solar Challenge Update. Engagement and Conservation Program Manager Shavonne Turner provided an overview of the May 17-19, 2024 event, designed to promote innovation, problem-solving, and water conservation.

The program has had success, and the San Bernardino Valley (SBV) Board has been a longtime sponsor, Ms. Turner noted. SBV increased its sponsorship this year to \$20,000, and included a request for expansion with outreach efforts, attracting more schools and sponsors, and incorporation of career pathways.

Ms. Mary Jo Hartley, chair, and Ms. Madeline Blua, co-chair, of the Inland Solar Challenge made a presentation explaining the purpose and activities of the program. Eleven schools will participate this year, Ms. Hartley noted. It is hoped the event will continue to grow.

Director Longville said she was pleased to see six of the involved high schools are within the SBV service area. She asked about other financial support for the event. Ms. Hartley explained additional participation.

CEO/General Manager Heather Dyer asked about the specific cost to participate. Ms. Hartley said she could get that information and noted when a school first participates, it receives a sponsorship of \$3,500, then \$2,500 each year afterward from their respective water agency or sponsor. Many items in use are in-kind donations or have been passed along. Ms. Turner provided more detail and pointed to the commitment of the local schools and the volunteer committee.

Vice President Hayes asked if the event was changing locations. Ms. Hartley said if the event continues to grow and remains at Yucaipa, activities can be arranged to accommodate. Ms. Blua noted that Yucaipa Valley Water District staff spends a couple of days setting up before the event, and most supplies are stored in Yucaipa, so logistically it makes sense to be located in Yucaipa. Vice President Hayes acknowledged, but said she also liked the idea of the event not being crowded.

Vice President Hayes also inquired about jet skis being purchased. Jet skis are being rented this year from a local Yucaipa company, Ms. Hartley responded. The purchase of this equipment will be revisited next year.

In response to Chair Botello, Ms. Hartley highlighted the new schools participating in this year's event. Director Botello noted that much instructor time is donated to assist the students in building the boats.

3.2) Sonoran Institute - California Growing Water Smart Workshop. Engagement & Conservation Program Manager Shavonne Turner and Strategic Communications Manager Kelly Malloy explained the Workshop is a collaborative initiative of the Sonoran Institute, Babbitt Center for Land and Water Policy, and Water Education for Latino Leaders (WELL) to focus on the future of water. The program has been developed to bring together local elected officials, water resource managers, and land use planners to develop plans for watershed health and water resilience. For SBV, this would be a one-time commitment to host the event June 3-5, 2024. Event venues are being evaluated.

The Workshop would have presentations, working sessions, and networking opportunities. At completion, students leave with a 12-to-18-month action plan and the opportunity to apply for a \$10,000 technical assistance grant to support plan implementation. The target audience for the no-cost workshop is the SBV retailers and local cities, as land planning can conflict with water conservation, and conversations should happen early and often to avoid inadvertently working against each other.

This year's SBV annual budget includes \$35,000 set aside for sponsorship of the event, and consideration for \$61,440 for the FY 2024-2025 budget for the technical assistance grants for agencies within the SBV service area, Ms. Malloy explained.

Ms. Waverly Klaw of the Sonoran Institute added this is a program that has been tested in several states since 2017. The workshop is tailored to the needs of the region, and presentations and trainings are current, speaking to the needs of local governments and water providers around resilient water management. Outcomes include greater coordination and collaboration between water providers and local governments, she explained.

Paul Hernandez of WELL explained the organization's interest and the work to bring the program to California. The pilot program showed benefit, he said, emphasizing the communication between agencies and smart planning. He noted the importance of participation of local elected officials.

Chair Botello pointed out the program has been streamlined to accommodate the limited available time of the participants.

Ms. Klaw responded to Vice President Hayes regarding the missions of the non-profit Sonoran Institute and Babbitt Center, and indicated there is additional funding from several different sources.

In response to Director Longville, Ms. Dyer explained the \$61,440 to be considered for next year's budget provides sponsorship for four retail agencies in SBV's service area to participate in the workshop. This is not part of today's action.

Director Longville said she was supportive of these types of programs and had read about their success. These are not the kinds of things cities think about, she noted.

Vice President Hayes suggested inclusion of the CSUSB fellows. Ms. Klaw acknowledged.

Chair Botello indicated that when something substantive can be offered to retailers, it is a win.

The Board of Directors authorized the CEO/General Manager to execute a Sponsorship Agreement with Sonoran Institute for partnership on the 2024 California Growing Water Smart Workshop in the amount of \$35,000 for FY 2023-2024 by the following roll-call vote:

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

3.3) Progress Update on the Climate Adaptation and Resilience Plan (CARP) Development. Assistant General Manager/Chief Operating Officer Wen Huang noted substantial progress on this effort. Chief of Planning and Watershed Resilience Greg Woodside presented elements of the Plan. He discussed preparation for the future by diversifying the water supply. Climate affects demand management, he noted, and changing climate affects the State Water Project (SWP) and makes it harder to capture stormwater.

Key issues have been identified in San Bernardino's strategic plan, Mr. Woodside continued. He reviewed five actions to plan, prepare, and build resilience to a changing climate, and shared a timeline for action. Much work has been done since the information was initially presented to the Board, he noted.

Mr. Woodside further discussed Guiding Principles and types of measures to address them, including current project considerations such as the lowering of the Foothill Pipeline at City Creek:

- Maintain a diverse water portfolio
- Protect the water portfolio
- Improve operational and infrastructural flexibility and efficiency
- Connect people to water and climate

Mr. Woodside explained the Plan's enterprise-wide implementation to be phased in over decades, and pointed out that in addition to new strategies, there are plans already in progress including Enhanced Recharge Phase 1B and the Sunrise Ranch Master Plan.

The Board will have separate review and discussion of the individual actions, as the Board determines priorities and how the Plan will be phased through time, Mr. Woodside noted.

The consultant is preparing a second version of the draft report, which will be reviewed with the Climate Resilience Committee, and then will come to the Board for a workshop on the draft, with a focus on content. On June 11, a draft version addressing the Board's comments will be brought for consideration of approval.

CEO/General Manager Heather Dyer emphasized the role of the Board is to plan for and ensure a reliable water supply forever, which is different than many other agencies in terms of scale and breadth of planning. Although what may come in 20 or more years is unknown, this is a different type of planning process and vision than is done by cities or retail agencies. Mr. Woodside contrasted retail agency planning, which is driven by requirements of the Urban Water Management Plan, whereas this Plan is much more intentional and flexible as more is learned about the science and the coming changes so the Board can continue to evolve in perpetuity. At the same time, there are metrics, so the Plan is reliable, Mr. Woodside noted.

President Kielhold said he appreciated the concept of perpetual goals but said the Plan should address an anticipated cycle of review and update. There are five or six phases through time, Mr. Woodside explained. There are current actions and things that can be implemented more quickly, and others that take more analysis and need technical work performed before a recommendation can be made. It is a living document, he noted.

In response to Ms. Dyer, Mr. Woodside indicated that making success quantifiable is a challenge. If in the future, the District finds itself so impacted by climate change it cannot achieve its mission, then it has failed, he stated. He said staff would put some more thought into this.

Water Resources Manager Adekunle Ojo added a global approach has been taken to the Plan, which will include the things that must be done, those that should be done, and those that can be done. He provided examples of Sites Reservoir and others that can be quantified to determine whether there is movement toward resilience.

Vice President Hayes emphasized flexibility, and talked about resiliency as the ability to respond and cope using creative thinking about what it means from a water supply and quality perspective, despite the unknown. Ms. Dyer suggested running models to test the durability of the Plan. Mr. Woodside noted there had been a vulnerability analysis several years ago and it may be good to revisit it.

Mr. Woodside commented on the need to pay close attention to the continued evolution of State requirements.

Director Botello pointed to current actions to support becoming resilient as far as becoming drought-proof, and asked about cost considerations, as projects costing \$1 million today are \$5 million tomorrow. He stated that SB Valley should be innovative and brave. Mr. Woodside assured that would come out in this Plan.

Director Longville advised the measures in the Plan are the actions SB Valley probably will need to take in the future. This Plan will provide the capacity to apply for funding at a

national and state level. It is important to be able to invite partners in the region to join, she noted. Approval by the Board is just the beginning.

Agenda Item 4. Future Business. None.

Agenda Item 5. Adjournment

The meeting was adjourned by Chair Botello at 3:18 p.m.

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

Respectfully submitted,

Lynda J. Kerney
Contract Assistant



DATE: March 19, 2024

TO: Board of Directors

FROM: Kai Palenscar - Environmental Compliance and Permitting Program Manager
Joanna Gibson – Executive Director, Upper Santa Ana River HCP

SUBJECT: Consider Approval of a Joint Funding Agreement for United States Geological Survey to Complete Tasks Identified in the Awarded Traditional Section 6 Grant: Development of Alternative Sampling Methodologies for Year-Round Santa Ana Sucker Monitoring

Staff Recommendation

Staff recommends the Board of Directors authorize the CEO/General Manager to execute a Joint Funding Agreement (Attachment 1) with the United States Geological Survey to complete tasks identified in the awarded Section 6 grant from the California Department of Fish and Wildlife (CDFW): Development of Alternative Sampling Methodologies for Year-Round Santa Ana Sucker Monitoring.

Summary

Staff submitted a Cooperative Endangered Species Conservation Fund, Traditional Section 6 (FY 2022), grant application to the United States Fish and Wildlife Service (USFWS) in early 2022 to conduct a study on the Development of Alternative Sampling Methodologies for Year-Round Santa Ana Sucker Monitoring. The grant will facilitate the development and refinement, and test the efficacy, of less intrusive sampling methodologies (camera monitoring and tagging) for Santa Ana sucker. In early 2023 the USFWS recommended full funding of our grant proposal and subsequently, on November 14, 2023, the Board approved Resolution No. 1181 (Attachment 2) which authorized San Bernardino Valley to enter into a funding agreement with CDFW (Attachment 3) for the awarded federal grant monies of \$117,858.35 and provide non-federal matching funds totaling \$43,600. A missing step from the November 14, 2023, Board of Directors Workshop (Resources/Engineering), was the request to authorize the CEO/General Manager to enter into a Joint Funding Agreement with the USGS for the completion of tasks identified in the funding agreement.

Background

The studies proposed in this grant will be used to inform monitoring required under the Upper Santa Ana River Habitat Conservation Plan's (HCP) conservation strategy that supports the permitting of approximately 80,000 acre-feet per year on average of local water supply projects. Incidental take permit (ITP) applications are currently under review by the United States Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) to allow construction and operations of over 100 water projects within our region over the next 50 years.

As part of the HCP's commitment to offset impacts from proposed water facilities, numerous conservation measures will be implemented for the benefit of Santa Ana sucker, both along the mainstem of the Santa Ana River, and in mountain tributary streams, where translocations are proposed. A requirement of the ITPs will involve demonstrating that the measures/actions being implemented are achieving desired outcomes. For Santa Ana sucker, demonstrations of measure/action "success" include stable or increasing population size, and expansion of distribution.

Fisheries biologists have employed various surveying methods to monitor sucker populations, but inconsistencies in survey methodologies and limitations on the timing of surveys have made for difficulties in data analyses, and an incomplete understanding of sucker population dynamics. Further, currently employed survey methodologies require significant time and financial investment. The studies proposed in this grant involve use of less intrusive and time-consuming methodologies, and if deemed successful, their application could lead to significant time and cost-savings for the HCP Partner Agencies, as well as a greater understanding of year-round sucker population dynamics.

District Strategic Plan Application

Projects proposed under the grant (and in the Joint Funding Agreement, Attachment 1) will support the HCP's Conservation Strategy which is critical to providing a resilient water supply (the HCP will facilitate the permitting of approximately 80,000 acre-feet per year on average of local water supply through the construction and implementation of multiple water infrastructure projects), and a healthy watershed for future generations. The project also embodies science-based decision making may lead to cost savings for the HCP Partner Agencies.

Fiscal Impact

None. The Joint Funding Agreement is a "pass-through" of federal grant monies awarded to San Bernardino Valley in the Section 6. Federal grant monies total \$117,858.35. Of this total, \$83,237, will be paid to the USGS to complete tasks identified in the awarded grant (and funding agreement

with CDFW, Attachment 3). San Bernardino Valley will pay the USGS up to \$83,237 and will then submit invoices to CDFW for reimbursement.

Attachments

- 1) Attachment 1: Joint Funding Agreement 24ZGJFA11000075 for Development of Alternative Sampling Methodologies for Year-Round Santa Ana Sucker Monitoring.
- 2) Attachment 2: Resolution 1181.
- 3) Attachment 3: Payable Agreement with CDFW for Development of Alternative Sampling Methodologies for Year-Round Santa Ana Sucker Monitoring (Q2386001).



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street
Sacramento, CA 95819

Heather Dyer
San Bernardino Valley Municipal Water District
380 E Vanderbilt Way
San Bernadino, CA 92408

Dear Ms. Dyer

Enclosed you will find our standard joint-funding agreement 24ZGJFA11000075 for the Development of alternative sampling methodologies for year-round Santa Ana sucker monitoring, during the period March 1, 2024, through February 1, 2026, in the amount of \$83,237 from your agency. U.S. Geological Survey contributions for this agreement are \$19,755 for a combined total of \$102,992.

Please sign and return one fully executed original to Jonathan Esposito at Jesposito@usgs.gov at your earliest convenience. If you have any questions or the agreement cannot be signed, please contact Brock Huntsman by phone number (916) 278-3117 or email bhuntsman@usgs.gov or myself to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Carmen Diaz-Pensler at cdiaz-pensler@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

ANKE MUELLER-
SOLGER

Digitally signed by ANKE
MUELLER-SOLGER
Date: 2024.03.08
09:11:24 -08'00'

Anke Mueller-Solger
Director, USGS California Water Science Center

Enclosure - SOW

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of March 1, 2024 by the U.S. GEOLOGICAL SURVEY, California Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the San Bernardino Valley Municipal Water District, party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for Development of alternative sampling methodologies for year-round Santa Ana sucker monitoring, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed (USGS Contributions) to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$19,755 by the party of the first part during the period March 1, 2024 to February 1, 2026
- (b) \$83,237 by the party of the second part during the period March 1, 2024 to February 1, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0
Description of the USGS regional/national program: N/A
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600000809
Agreement #: Proposal 2023-07
Santa Ana Sucker
Project #:
TIN #: 95-6005196

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

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U.S. Geological Survey
United States
Department of Interior

San Bernardino Valley Municipal Water District

Signature

ANKE MUELLER
Digitally signed by ANKE MUELLER-SOLGER
Date: 2024.03.08 09:10:42 -08'00'
By SOLGER Date: 3/8/2024
Name: Anke Mueller-Solger
Title: Director, USGS California Water Science Center

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

PROPOSAL SUMMARY # 2023-07

Full Proposal Title: Development of alternative sampling methodologies for year-round Santa Ana sucker monitoring

Authors: Brock M. Huntsman

Cooperators: San Bernardino Valley Municipal Water District

Problem: Accurate abundance and occupancy estimates are a cornerstone from which most management decisions evolve, yet standardized sampling protocols from which spatially and temporally comparable Santa Ana sucker (*Pantosteus santaanae*, SAS) population assessments can be made are missing from currently available SAS surveys. Although a need exists to evaluate available surveying methodologies and develop standardized SAS sampling protocols, such efforts have yet to be undertaken.

Objectives: The goal of this study is to develop surveying technology to quantify SAS population structure (e.g., abundance, occupancy, demography, size-structure). We will use multiple raceway mesocosms and potentially the Santa Ana River to test the efficiency of survey technology prior to field implementation.

Relevance and Impact: This project will provide new methodological and analytical tools that can be used by decision makers to provide a less biased interpretation of raw catch data and develop water operation strategies, fulfilling the USGS mission as outlined in the 21st -Century Science Strategy (U.S. Geological Survey 2021).

Strategy and Approach: We propose to develop and refine two methodologies for surveying SAS: camera monitoring and PIT (passive integrated transponder)-tag tracking. These new methodologies can be used in coordination with common survey methods and during sensitive SAS life-history periods to gain additional information on major life-history events (e.g., reproduction) and standardize SAS surveying methodologies to provide comparable demographic information throughout the known SAS distribution.

Keywords: Streams, Fish Ecology

Addressing catchability bias in fish surveys with catch-ratios
California Water Science Center, Southwest Region
Proposal # 2023-07 (for reference, see proposals 2015-19, 2017-18, & 2018-11)
San Bernardino Valley Municipal Water District
Brock M. Huntsman

BACKGROUND/INTRODUCTION

The Santa Ana sucker (*Pantosteus santaanae*, SAS) is a federally threatened freshwater fish endemic to the Santa Ana, San Gabriel, and Los Angeles Rivers, where it has been extirpated from more than 70% of its native range (United States Fish and Wildlife Service [USFWS] 2017). The Santa Ana River population has been impacted by reduced availability of spawning habitat through the establishment of nonnative, invasive species of plants (e.g., giant reed) and fish and wildlife (e.g., largemouth bass, *Micropterus salmoides*), seasonal smothering of spawning and foraging habitats from sand deposition, and lack of stable water sources (e.g., fluctuating wastewater discharges and groundwater extraction). Further, a recent increase in the predatory largemouth bass population has correlated with the significant decline in estimated SAS population based on population assessments conducted during non-spawning seasons (Huntsman et al. 2022, Figures 1 and 2).

Current efforts to monitor and reduce stressors affecting SAS within the Santa Ana River are part of the Upper Santa Ana River Habitat Conservation Plan (HCP; <http://www.uppersarhcp.com/>). Examples include expanding the Santa Ana River SAS population into newly-created and conserved lowland habitats within the Santa Ana River watershed, and SAS translocations into historic mountain tributaries. The Santa Ana Watershed Projects Authority has also recently implemented a grant-funded habitat restoration project and the US Army Corps of Engineers has implemented a large habitat restoration project to help improve conditions for the species in the Santa Ana River. The current recovery strategy highlights that the development and implementation of "a rangewide monitoring protocol to accurately and consistently document (a) populations (quantitatively and qualitatively), (b) occupied habitat, and (c) threats" as its first recovery objective (USFWS 2017).

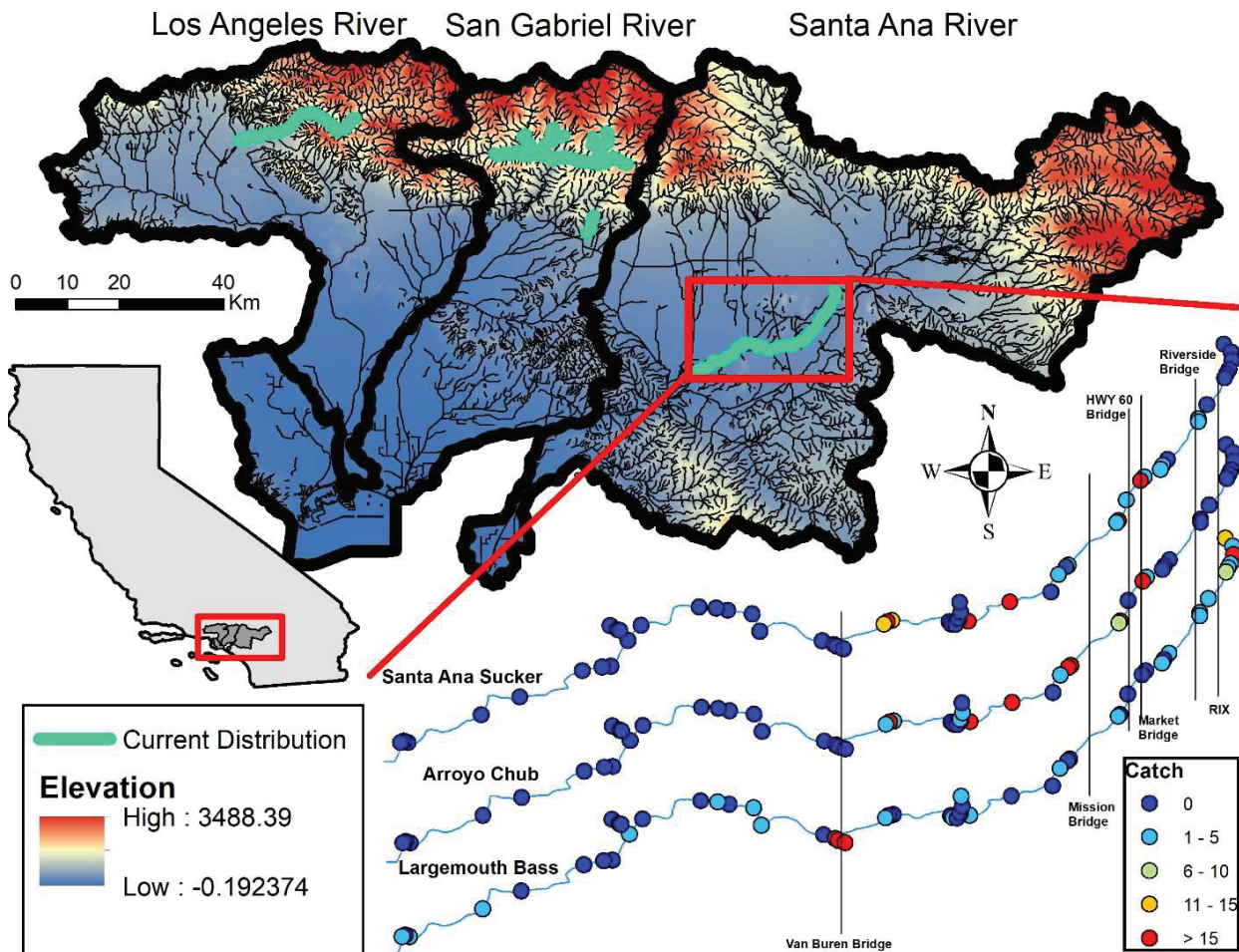


Figure 1. Map of the known Santa Ana Sucker distribution within the Los Angeles, San Gabriel, and Santa Ana Rivers, California. Catch represents observed catch from native fish surveys conducted by USGS, RCD, and SBVMWD in 2021.

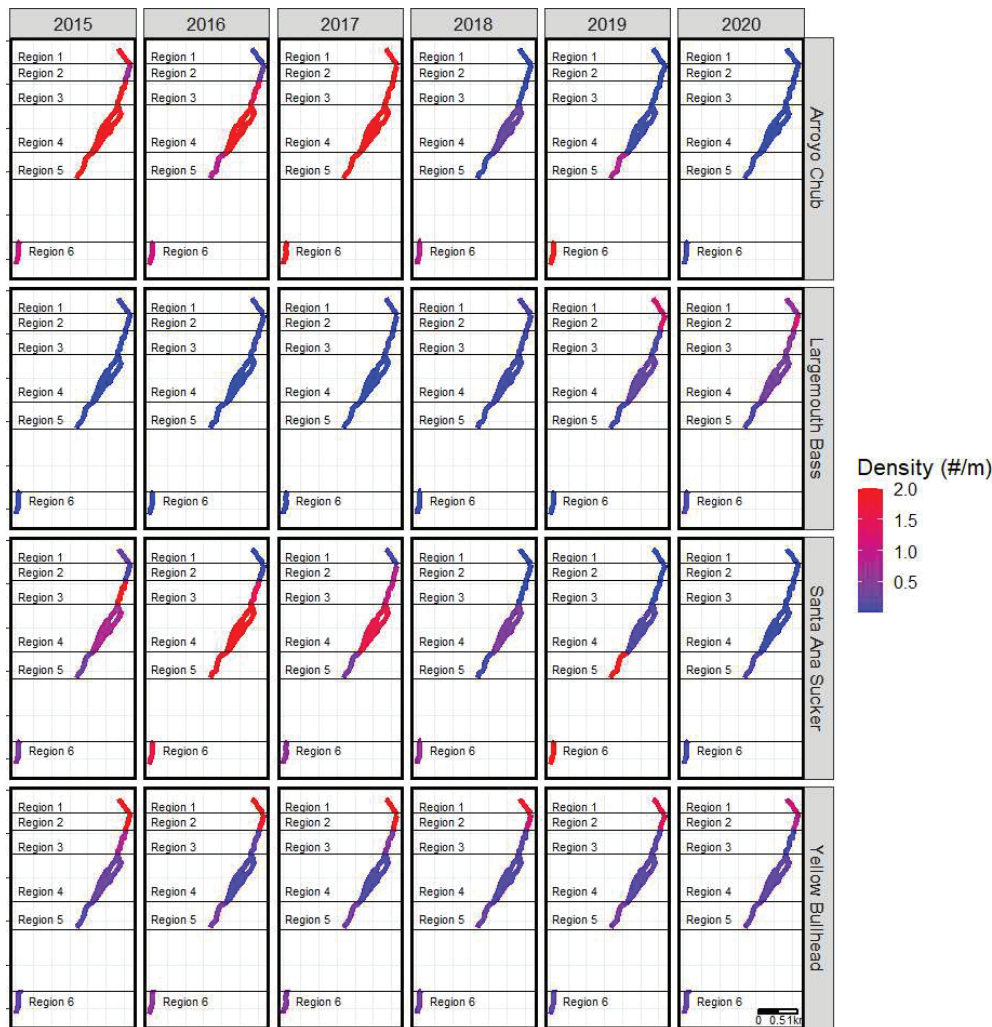


Figure 2. Spatio-temporal patterns in predicted fish densities modeled with the zero-inflated integrated N -mixture model fit to native fish surveys of the middle Santa Ana River, California. Densities were capped at 2 (fish per meter stream length) for presentation purposes. The figure was taken from Huntsman et al. (2022). Region 1 represent the Rialto channel and Region 6 is the Highway 60 Bridge.

PROBLEM

Accurate abundance and occupancy estimates are a cornerstone from which most management decisions evolve, yet standardized sampling protocols from which spatially and temporally comparable SAS population assessments can be made, are missing from currently available SAS surveys (USFWS 2017, but see Huntsman et al. 2022). Although a need exists to evaluate available surveying methodologies and develop standardized SAS sampling protocols, such efforts have yet to be undertaken.

The current SAS management strategies were developed from restricted surveying information limited to a small window of the SAS's life-cycle (e.g., fall surveys; Wulff et al.

2021), which also hinders robust assessments of management actions. Additionally, SAS surveying methods during spawning seasons lack sampling efficiency validation (visual spawning surveys) and are biased towards detecting juvenile fishes at the stream margin, limiting our understanding on the status of all SAS life-stages. Consequently, few robust data sets are available to manage SAS, spatially and temporally. For example, annual USGS electrofishing surveys (surveys occur in fall) have not observed SAS near the Rialto channel in recent years (Figures 1 and 2) although SAS occupy the Rialto channel during spawning months (Kerwin Russell personal communication). Currently available data suggest fall surveys (September) occur when water temperatures in the Rialto channel are close to suggested stressful limits for SAS (32°C, USFWS 2017; Figure 3), suggesting the Rialto channel may be inhospitable for SAS, part of the year. Understanding the spatial and temporal mechanisms responsible for SAS use of habitats in the Santa Ana River watershed is important for the development of adaptive management strategies, but difficult to accomplish without surveying methods that can be employed to frequently monitor all SAS life-stages.

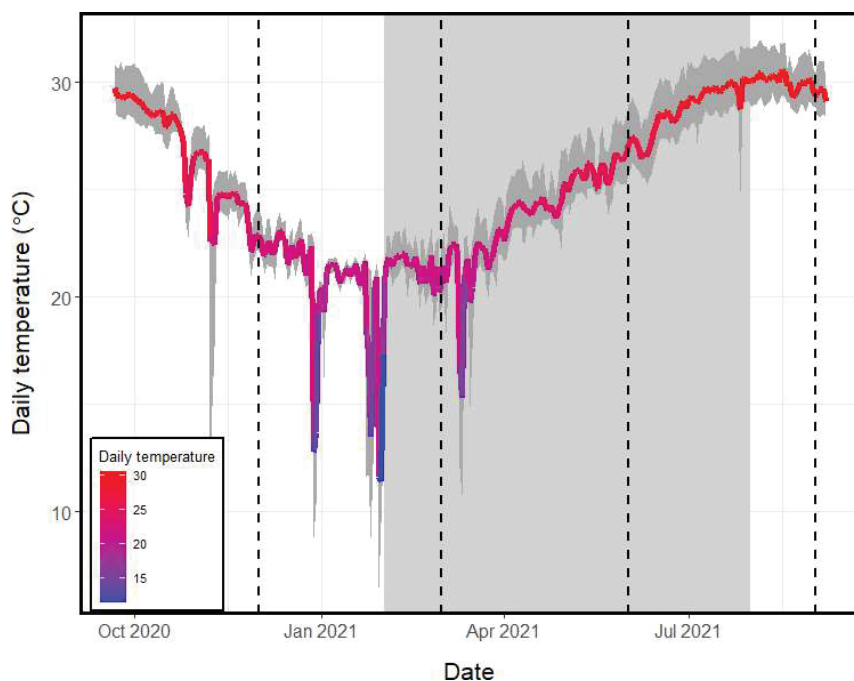


Figure 3. Daily temperature from the Rialto wastewater treatment facility in the Santa Ana River, California. The line with a color gradient is the mean daily temperature with minimum and maximum daily temperatures as confidence bands. The gray box represents the spawning window for SAS (February 1 – August 1). The vertical broken lines represent the planned sampling days associated with this proposal.

OBJECTIVES AND SCOPE

The goal of this study is to develop alternative surveying technology than traditional methods (e.g., backpack electrofishing) to quantify SAS population structure (e.g., abundance, occupancy, demography, size-structure). To accomplish this goal, we will use

controlled experiments (in 2024, and potentially, 2025) within multiple (more than one) raceways to test the efficiency of survey technology prior to field implementation.

This objective will be accomplished in three tasks (see approach below).

RELEVANCE AND BENEFITS

The USGS mission and vision as stated in the U.S. Geological Survey's 21st-Century Science Strategy 2020-2030 (U.S. Geological Survey 2021) is "to monitor, analyze, and predict current and evolving dynamics of complex human and natural Earth system interactions and to deliver actionable intelligence at scales and timeframes relevant to decision makers." Catch data from biological surveys plays a significant role in decision making about water operations in the Santa Ana River. This project will provide new analytical tools that can be used by decision makers to provide less biased interpretation of catch data and develop water operation strategies, fulfilling the USGS mission as outlined in the 21st-Century Science Strategy (U.S. Geological Survey 2021).

The second goal of the USGS Water Science Strategy (Evenson et al. 2013) is to "Advance Understanding of Processes that Determine Water Availability". This study will be particularly relevant to this second goal because unbiased interpretation of catch data is needed for waste water operations of the Santa Ana River, which constitutes greater than 60% of surface flows. The Water Science Strategy specifically states that areas of research include "Science that examines the effects of water contamination and pollution on the functioning of ecosystems. Science that improves our understanding of adaptation strategies to assist in the conservation of plants and animals in ecosystems that experience change in water supplies in response to climate variability. Science that supports the ability to restore and conserve aquatic ecosystems."

APPROACH

- Tasks 1 & 2 will be implemented at the Riverside-Corona Resource Conservation District (RCRCD) raceway propagation facility (<https://www.rcrcd.org/facilities>), where RCRCD staff manage artificial streams (raceways) used for propagation and life-history studies of native fishes.
- Task 3 will include data simulations mimicking results from raceway experiments (task 2) to determine the number of locations to be sampled in the Santa Ana River for unbiased population estimates using the newly developed surveying technology.

Task 1: Recent advances in PIT technology have made it possible to tag relatively small fishes (< 60mm total length; Tiffan et al. 2019, Huntsman et al. 2021). USGS and RCRCD biologists will perform tagging experiments within RCRCD raceways during the summer of 2023 to confirm that PIT-tagging SAS will have minimal impacts using similar methods outlined in Acolas et al. (2007). SAS will be collected from the Santa Ana River by RCRCD biologists and randomly assigned to either a tagged or control (not tagged) group and randomly placed into individual containers within the RCRCD raceways. All SAS will be inspected prior to tagging and individuals determined to be in poor health (e.g., low body condition, lesions) will be removed from experiments. SAS will be tagged with either an 8mm or 12mm PIT-tag (Oregon RFID) and fish size, survival, and tag retention will be

monitored over a 30-day period. Large tags (12mm) will be tested because they have greater detection range with antennas than smaller tags. At least 10 SAS with varying sizes will be used per treatment (8mm, 12mm, or no tag) and analyses will then be used (e.g., repeated measures analysis of covariance) to test the fish size and treatment effects (8mm PIT tag, 12mm PIT tag, Control) on survival, growth, and tag retention. Results will be reported to CDFW and USFWS and a decision will be made as to whether PIT-tagging benefits outweigh risks, prior to any field implementation.

Task 2: Following PIT-tagging feasibility experiments (task 1), tagged SAS will be released from isolation into multiple artificial raceways at the RCRC Greenbelt facilities to progress with tests of SAS sampling alternatives from backpack electrofishing. Multiple raceways and artificial streams operated by the RCRC will be used to test the effects of different habitat conditions (depth, velocity) on gear sampling efficiency, although a greater range of habitat conditions will surely be encountered within the Santa Ana River. First, block-nets will be used to create two approximately 50m long sampling reaches within Greenbelt raceways (total length is 100m), similar to reach sizes used during native fish surveys (Huntsman et al. 2022). Tagged SAS will then be released and given one day to distribute throughout reaches at densities similar to that observed within the Santa Ana River (Huntsman et al. 2022). Next, a portable PIT-tag reader (Biomark® HPR Plus Reader with BP Plus Mobile Antenna) then an inflatable floating antenna (Biomark® HPR Plus Reader with BP Plus Mobile Antenna) will be deployed in an upstream direction, keeping track of all tagged SAS detections. This procedure will be replicated for 3 to 5 consecutive passes, imitating a standard replicate sampling design which will allow estimation of antenna detection efficiency from the known number of tagged fish in the raceway (Kery and Royle 2016).

The PIT-tagged fish will also be used to determine the logistics of camera sampling technology to estimate SAS population structure (e.g., abundance, occupancy). Recent efforts have successfully deployed camera technology to estimate fish occupancy or abundance in various stream ecosystems (Castaneda et al. 2019, Hannweg et al. 2020, Hitt et al. 2021), although those efforts were limited to stationary deployment of cameras in relatively small channel units (Pools). This study will use the same 50m raceway reaches and known number of SAS to test different procedures using stationary and active camera deployment to determine the best methods for monitoring SAS using camera technology (GoPro Hero 4 Black, 360 Fly 4K Camera). Different procedures will include deployment location (thalweg versus stream margin), deployment length (e.g., 5, 10, 15 minutes) for stationary cameras, and the deployment speed of active cameras. Camera methods will be deployed following PIT-tag tracking as previously described. We will collect at least 20 samples (at least four reaches multiplied by five sampling occasions), each with 3-5 replicated passes for the active camera methods which will then be analyzed with standard abundance models (*N*-mixture model) to assess gear performance relative to the known number of fish within raceways (Kery and Royle 2016). Simulations will use gear efficiency

results to determine the minimum number of replicated passes and sampling reaches required for field implementation of new survey methods.

Task 3: Data simulations will be designed to account for various gear detection efficiency estimates gained from task 2 and sampling efficiency estimates from previous surveys conducted within the watershed (Huntsman et al. 2022). Integrating multiple data sets from different survey methods into one analysis is a powerful approach in monitoring studies because shared information can be leveraged for more accurate and precise parameter estimations (Schaub and Kery 2021) including methods we have already implemented within the Santa Ana River (Huntsman et al. 2022). In our proposed study design, we will be able to integrate our surveying methods into one analysis because they share a parameter of interest, true abundance (see Figure 4 for conceptual model). This can also include the use of Jolly-Seber type capture-mark-recapture models for the PIT-tag tracking data set when implemented in the field during fall tagging events (Schwarz 2001), binomial N -mixture models (hierarchical abundance models) for replicated data sets (camera and snorkel surveys), and multinomial N -mixture models for the electrofishing data set (Huntsman et al. 2022). Analysis of previous surveys indicates that electrofishing surveys are more efficient than snorkel surveys at detecting SAS (Figure 5). Preliminary simulations suggest the inclusion of fall electrofishing data with alternative sampling approaches (snorkel, cameras, capture-mark-recapture) could significantly improve abundance and gear efficiency estimation even when electrofishing surveys are missing from winter and spring surveys (Figures 6 and 7). Simulations using currently available data sets and assuming low efficiency of camera technology suggests as few as 2 sites could be sampled per occasion (early fall, winter, and late spring) to provide accurate parameter estimation using this surveying design (Figures 6 and 7), assuming similar electrofishing and snorkeling efficiency as currently estimated in the river (Figure 5). However, this number could change once better-informed gear efficiency estimates of alternative sampling methods are made available (task 2).

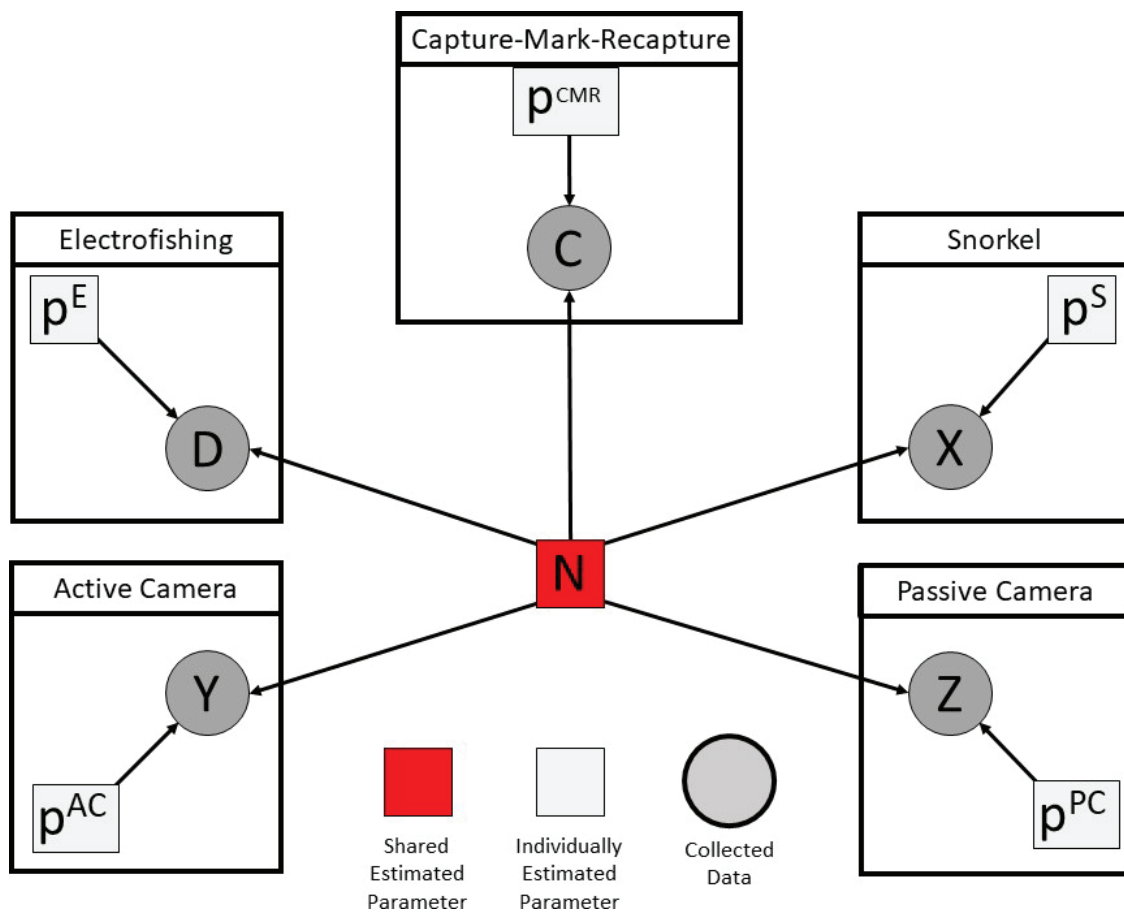


Figure 4. Directed Acyclic Graph (DAG) demonstrating parameter integration among 5 proposed survey methods. The p parameters represent gear performance (detection efficiency) for the active camera (p^{AC}), the stationary camera (p^{PC}), electrofishing (p^E), snorkel (p^S), and capture-mark-recapture (p^{CMR}) surveys. The shared parameter is for the true abundance, or latent state abundance (N).

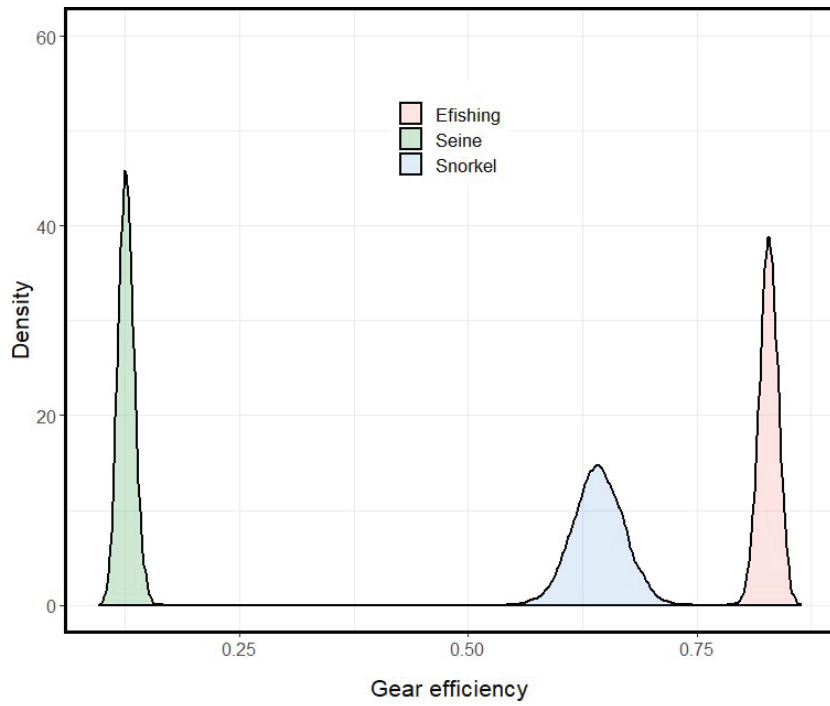


Figure 5. Detection efficiency of SAS using three common surveying methods during native fish surveys conducted by USGS, RCD, and SBVMWD biologist from 2015-2020 in the Santa Ana River. Densities are of posterior samples using an integrated abundance model described in Huntsman et al. (2022).

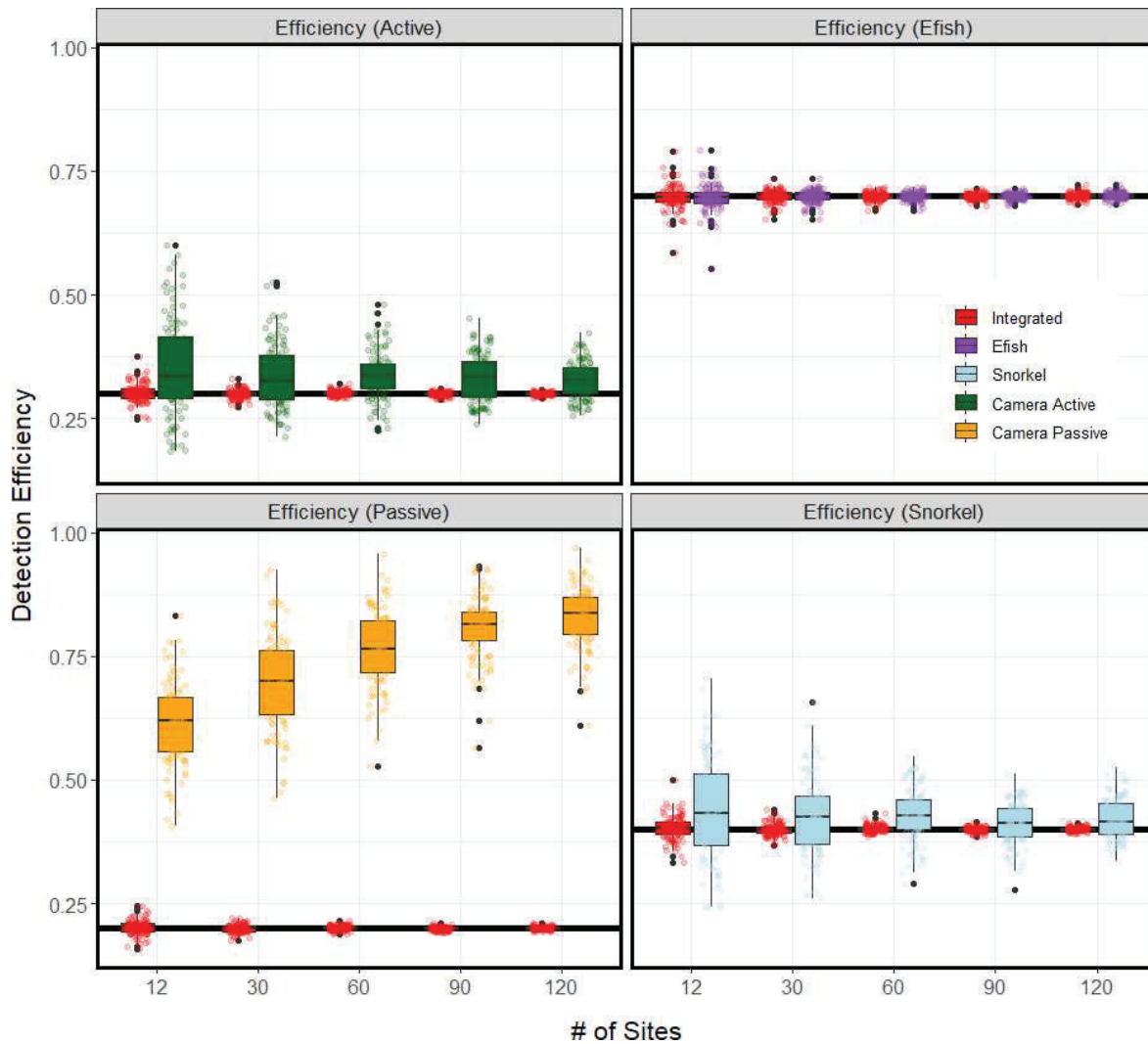


Figure 6. Simulations of integrated abundance model (Figure 4) based on sampling efficiency of different gear types. The dark horizontal line represents the true parameter value in which data was generated. Each box represents a different analysis, either the full integrated model (Integrated), only the active camera data (Camera Active), only the stationary camera data (Camera Passive), only the snorkel data (Snorkel), and only the electrofishing data (Efish). The “# of Sites” represent the total number of sites that would be sampled over the 6 sampling seasons, representing either 2 (12), 5 (30), 10 (60), 15 (90), or 20 (120) samples collected a season. Each point represents 1 of 100 simulated data sets. Samples were simulated to only include electrofishing during fall sampling (2 occasions), while all other surveys included winter and spring sampling (6 occasions).

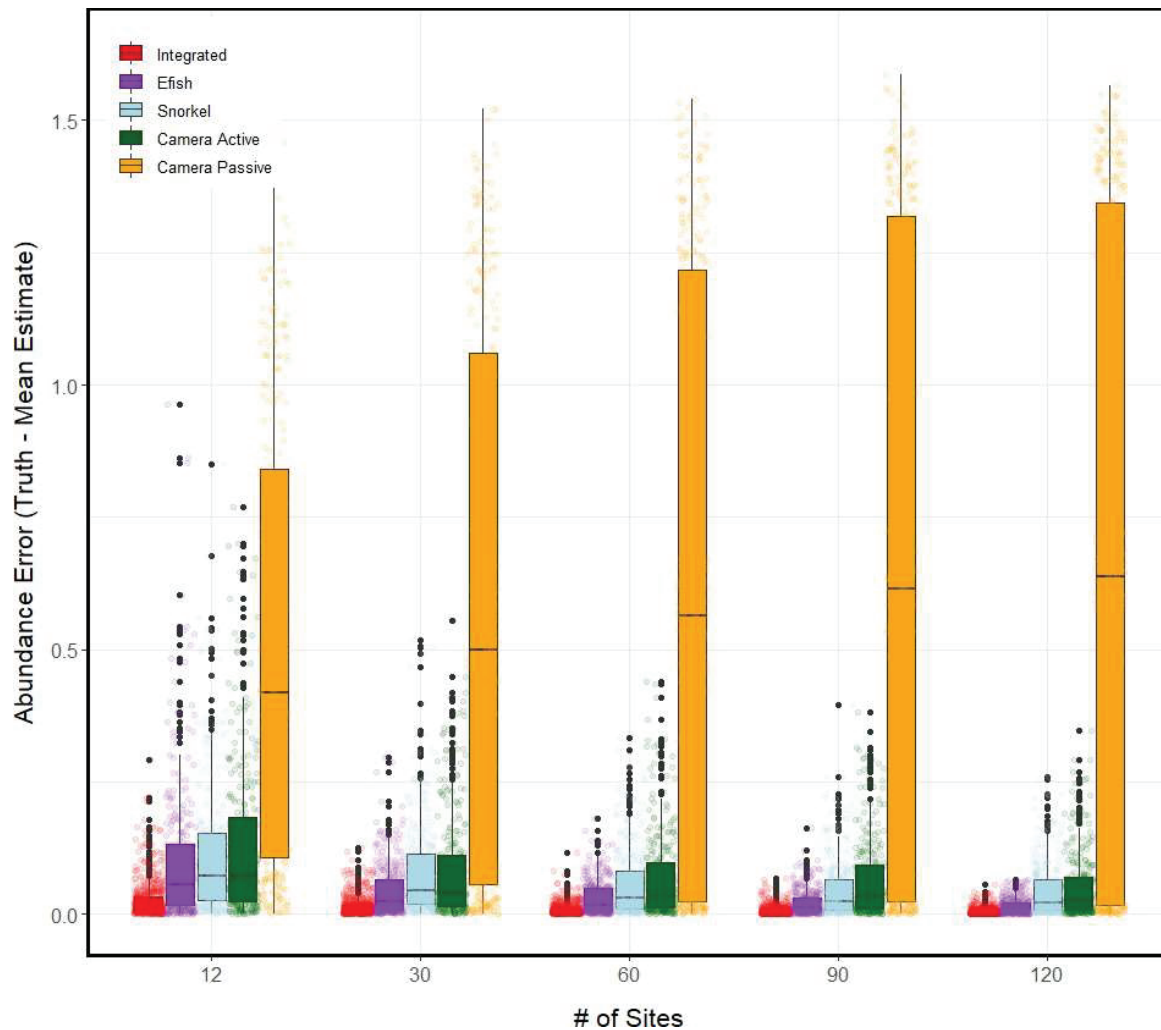


Figure 7. Error (absolute value of truth – mean model estimate) in abundance estimated from simulations of the integrated abundance model (Figure 4) based on sampling efficiency of different gear types. Each box represents a different analysis, either the full integrated model (Integrated), only the active camera data (Camera Active), only the stationary camera data (Camera Passive), only the snorkel data (Snorkel), and only the electrofishing data (Efish). The “# of Sites” represent the total number of sites that would be sampled over the 6 sampling seasons, representing either 2 (12), 5 (30), 10 (60), 15 (90), or 20 (120) samples collected a season. Each point represents 1 of 100 simulated data sets. Samples were simulated to only include electrofishing during fall sampling (2 occasions), while all other surveys included winter and spring sampling (6 occasions).

QUALITY ASSURANCE/QUALITY CONTROL



AEG_QAQC_SOP.do

Field data collection

cx

established by the California Water Science Center

Aquatic Ecology Group (AEG) will be followed for this study. All product development

(reports and manuscripts) will be subject to established USGS Fundamental Science Practices.

LABORATORY EVALUATION PLAN

NA

PRODUCTS

Results from this study will be presented in a peer-reviewed USGS series report provided to California Department of Fish and Wildlife (CDFW) and USFWS with recommended survey protocols and analysis, as well as a peer-reviewed journal article, depending on the substance of the results. All data collected from experiments will be made publicly available through a USGS data release via ScienceBase (<https://www.sciencebase.gov/catalog/>) as part of USGS federal science practice requirements.

MAP OF STUDY AREA

See Figure 1 but nearly all work will be performed at the Greenbelt Raceways operated by the RCRC (see link provided in the **Approach** section).

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TIMELINE

Year	Month	Task	Approach
2024	March-May	All Tasks	Project Coordination, Greenbelt Raceway Setup and Maintenance
2025	May-August	All Tasks	Passive transponder tagging experiments, multigear sampling efficiency experiments in RCRC

			raceways, and data analysis and simulations
2024-2026	September 2024 - February 2026	All Tasks	Data processing, analysis, product development, communication and delivery

PERSONNEL

Project Chief: Brock Huntsman, GS-12 Fish Biologist, bhuntsman@usgs.gov

BUDGET SUMMARY

Budget Item	FY2024	FY2025	Total
Salary (GS-12 Fish Biologist)	\$122,145	\$27,031	\$49,176.00
Salary (GS-10 Fish Biologist)	\$16,400	\$23,550.00	\$39,950
Travel	\$9,650	\$0	\$9,650
Vehicles	\$4,216	\$0	\$4,216
USGS Contributions	\$9,639	\$10,116	\$19,755
Coop Sub-Total	\$42,772	\$40,465	\$83,237
Total	\$52,411	\$50,581	\$102,992

RESOLUTION NO. 1181

RESOLUTION OF THE BOARD OF DIRECTORS OF SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AUTHORIZING SAN BERNARDINO VALLEY TO ENTER INTO A FUNDING AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE AND AUTHORIZING AND DESIGNATING A REPRESENTATIVE FOR THE DEVELOPMENT OF ALTERNATIVE SAMPLING METHODOLOGIES FOR YEAR-ROUND SANTA ANA SUCKER MONITORING PROJECT

WHEREAS, San Bernardino Valley Municipal Water District ("*San Bernardino Valley*") is a municipal water district organized and operating pursuant to the Municipal Water District Law of 1911 (Water Code § 71000 *et seq.*); and

WHEREAS, San Bernardino Valley submitted a grant application to the California Department of Fish and Wildlife ("*CDFW*") for funding the Development of Alternative Sampling Methodologies for Year-Round Santa Ana Sucker Monitoring Project ("**Project**"); and

WHEREAS, prior to the CDFW executing a funding agreement, the Board of Directors of San Bernardino Valley is required to adopt a resolution authoring an agent, or representative, to sign the funding agreement, amendments, and requests for disbursement of funds on behalf of San Bernardino Valley, and to carry out other necessary Project-related activities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, as follows:

San Bernardino Valley is authorized to carry out this Project and enter into a funding agreement with the CDFW, and accept and expend funds for this project in the amount of \$117,858.35; and

San Bernardino Valley agrees to provide the non-federal matching funds contribution of \$43,600.00; and

The Chief Executive Officer/General Manager, or designee, is hereby authorized and designated to sign for, and act on behalf of San Bernardino Valley, the funding agreement for this Project and any amendments thereto.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT that any and all actions, whether previously or subsequently taken by San Bernardino Valley, which are consistent with the intent and purposes of the foregoing resolution, shall be, and hereby are, in all aspects, ratified, approved, and confirmed.

CERTIFICATION

The Board of Directors of San Bernardino Valley Municipal Water District certify that the foregoing is a full, true, and correct copy of this Resolution.

ADOPTED this 14th day of November 2023.

AYES: 5- Botello, Hayes, Harrison, Longville, Kielhold

NOES:

ABSENT:

ABSTAINED:



Paul R Kielhold
President



Heather P. Dyer
Secretary



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



**COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND (SECTION 6)
DEVELOPMENT OF ALTERNATIVE SAMPLING METHODOLOGIES FOR YEAR-ROUND
SANTA ANA SUCKER MONITORING
GRANT AGREEMENT NUMBER – Q2386001**

GRANTOR: State of California, acting by and through
The California Department of Fish and Wildlife
P.O. Box 944209
Sacramento, CA 94244-2090

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

SECTION 1 – LEGAL BASIS OF AWARD

Pursuant to Fish and Game Code 1501.5(b), the California Department of Fish and Wildlife (CDFW or Grantor), is authorized to enter into this Grant Agreement (Agreement) and to make an award to San Bernardino Valley Municipal Water District (Grantee) for the purposes set forth herein. The Grantee accepts the grant on the terms and conditions of this Agreement. Accordingly, the Grantor and the Grantee (Parties) hereby agree as follows:

SECTION 2 – GRANT AWARD

2.01 Grant: In accordance with the terms and conditions of this Agreement, including Section 5.06 – General Terms and Conditions, the Grantor shall provide the Grantee with a maximum of \$117,858.35 (Grant Funds) to financially support and assist the Grantee’s implementation of Development of Alternative Sampling Methodologies for Year-Round Santa Ana Sucker Monitoring (Project).

2.02 Term: The term of this agreement is July 1, 2023, or upon Grantor approval, whichever is later, through December 31, 2024.

SECTION 3 – ELIGIBLE USES OF GRANT

Only the Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds.

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SECTION 4 – GRANTEE’S REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to Grantor as follows:

- 4.01 Existence and Power:** The Grantee is a public entity, validly existing, and in good standing under the laws of California. The Grantee has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
- 4.02 Binding Obligation:** This Agreement has been duly authorized, executed and delivered on behalf of the Grantee and constitutes the legal, valid, and binding obligation of the Grantee, enforceable in accordance with the Agreement’s terms.

SECTION 5 – GRANTEE’S AGREEMENTS

- 5.01 Purpose:** This Agreement is entered into by the Parties for the purpose of providing financial support to the Grantee to complete the Project, specifically the activities identified within Section 6 – Project Statement.
- 5.02 Project:** The Grantee shall complete activities as set forth in Section 6 – Project Statement.
- 5.03 Use of Project Funds:** The Grantee agrees that only the Grantee expenditures that are necessary to implement the Project, comply with applicable federal and State of California law, and made in accordance with Section 6 – Project Statement and Section 9 – Budget and Payment as set forth within this Agreement are eligible for reimbursement from the Grant Funds. Grantee acknowledges that it may not transfer Grant Funds between or among budget line items without written approval from the CDFW Grant Manager in accordance with Section 9 – Budget and Payment.
- 5.04 Eligibility of Funds:** In the event that the California Budget Act does not provide sufficient appropriations to allow the Grantor to fund the Project at the level specified in Section 2 – Grant Award and Section 9 – Budget and Payment of this Agreement, Grantor reserves the right to modify this Agreement to reflect a reduction in available funds, as an alternative to termination.
- 5.05 Submission of Reports:** The Grantee shall comply with the format, content, and timing requirements set out in Section 8 – Reports. Failure to submit timely and accurate reports shall be considered evidence of non-compliance with this Agreement and shall permit termination of this Agreement by the Grantor.
- 5.06 General Terms and Conditions:** Public Entities General Grant Provisions (Exhibit 1.a), Federal Terms and Conditions (Exhibit 2) and Notice of Economic Sanctions (Exhibit 3) are attached hereto and made a part of this Agreement.

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- 5.07 Amendments:** This Agreement may only be amended in accordance with Section 5.06 – General Terms and Conditions. The Grantee shall submit any request to amend any term of this Agreement in writing to the CDFW Grant Manager no later than 120 days prior to the end of the term of this Agreement. The Grantee must include an explanation of and justification for any such request.
- 5.08 Labor Code Requirements; Prevailing Wage:** State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Certain State grants administered by the CDFW are not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. For more details, please refer to California Fish and Game Code Section 1501.5 and the Department of Industrial Relations website at <http://www.dir.ca.gov>. The Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.
- 5.09 Acknowledgement of Credit:** The Grantee shall include signage, to the extent practicable, informing the public that the Project received funds through the CDFW from the United States Department of Interior, through the United States Fish and Wildlife Service (USFWS), Cooperative Endangered Species Conservation Fund. Further, Grantee shall include appropriate acknowledgement of credit to the CDFW, for Grantor's financial support when using any data and/or information developed under this Agreement (e.g., in posters, reports, publications, presentations).
- 5.10 Environmental Compliance:** The Grantee shall not proceed with on the ground implementation until California Environmental Quality Act (CEQA) compliance and all necessary permits and consultations are secured, and the Grantee has received a Notice to Proceed letter from the CDFW Grant Manager. Written permission must be obtained from landowner(s) for access to perform grant work; copies of such permission shall be provided to the CDFW Grant Manager.
- 5.11 California Business Professions Code:** The Grantee shall be responsible for obtaining the services of an appropriately licensed professional or appropriately licensed professionals if required by the California Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act).

If the Grantee fails to perform in accordance with the compliance provisions of this Agreement, the Grantor shall have sole discretion to delay, interrupt, or suspend the work for which the Grant Funds are supplied.

SECTION 6 – PROJECT STATEMENT

- 6.01 Introduction:** This study will supplement traditional survey techniques (e.g., electrofishing, snorkeling) with more innovative methodologies (e.g., videography) to develop a range wide survey protocol vetted within raceway mesocosms at the

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Riverside/Corona Resource Conservation District (Subcontractor 1) facility and the Santa Ana River. A capture-mark-recapture survey methodology coupled with the use of passive integrated transponder tags (PIT) and tracking technology will provide opportunities to gain a better understanding of age-class distribution, vital rates (movement, survival), and species detection probabilities among methods. The simultaneous deployment of surveying methods makes the correction of sampling bias that occurs for each method possible. Once refined, the application of these techniques within the Santa Ana River will improve our understanding of basic Santa Ana Sucker (SAS) biology and life history, especially concerning reproductive life-history events in which traditional surveys are restricted. Data that will be generated using techniques developed during this study will provide information on critical data gaps for the SAS that are needed to inform both recovery and management actions to help recover the SAS. Furthermore, techniques developed during this study will be crucial by providing unbiased information on SAS population structure during all parts of the species' life cycle, a necessity when assessing the impacts of restoration or mitigation actions that are not restricted to fall sampling periods.

6.02 Objectives: Specific objectives of this Project are to use controlled experiments (occurring at Subcontractor 1's facilities in 2023, and potentially, 2024 if not completed in 2023) within multiple (more than one) raceway mesocosms to test the efficiency of survey technology prior to field implementation. The goal of this study is to develop less intrusive surveying technology than traditional methods to quantify SAS population structure (e.g., abundance, occupancy, demography, size-structure).

6.03 Project Description: The Grantee will manage the Project as described below: Tasks 1 and 2 at Subcontractor 1 raceway propagation facility (<https://www.rcrcd.org/facilities>) where Subcontractor 1 staff manage artificial streams (raceways) used for propagation and life-history studies of native fishes (SAS, Santa Ana speckled dace, and arroyo chub). Task 3 will include data simulations mimicking results from raceway experiments (Task 2) to determine the number of locations to be sampled in the Santa Ana River for unbiased population estimates using the newly developed surveying technology.

Task 1: Recent advances in PIT technology have made it possible to tag relatively small fishes (<60 mm total length, Huntsman et al., 2021). The United States Geological Survey (Subcontractor 2) and Subcontractor 1 will perform tagging experiments within Subcontractor 1's raceways upon execution of this Grant to confirm that PIT-tagging SAS will have minimal impacts using similar methods outlined in Acolas et al. (2007). Tagged and control (not tagged) SAS will be placed into the Subcontractor 1 raceways. SAS will be tagged with either an 8mm or 12mm PIT-tag (Oregon RFID) and fish size, survival, and tag retention will be monitored over a 30-day period. Large tags (12mm) will be tested because they have greater detection range with antennas than smaller tags. At least ten SAS across a size range will be used per treatment (8mm, 12mm, or no tag) and

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standard statistical analysis will then be used (regression, analysis of variance, analysis of covariance) to test the size and treatment effects (8mm PIT tag, 12mm PIT tag, Control) on survival, growth, and tag retention. Results will be reported to CDFW and USFWS, and a decision will be made as to whether PIT-tagging benefits outweigh risks, prior to implementation.

Task 2: Following PIT-tagging feasibility experiments (Task 1), tagged SAS will be released from isolation into multiple artificial raceways at Subcontractor 1 Greenbelt facilities to progress with tests of SAS sampling alternatives from backpack electrofishing. Multiple raceways and artificial streams operated by the Subcontractor 1 will be used to test the effects of different habitat conditions (depth, velocity) on gear sampling efficiency, although a greater range of habitat conditions will surely be encountered in the Santa Ana River. First, block-nets will be used to create 50m long sampling reaches within the Greenbelt raceways (total length is 100m), similar to reach sizes used during native fish surveys (Huntsman et al., 2022). Tagged SAS will then be released and given one day to distribute throughout reaches. Next a portable PIT-tag reader (Biomark® HPR Plus Reader with BP Plus Mobile Antenna) will be deployed in an upstream direction, keeping track of all tagged SAS detections. This procedure will be performed three to five times, imitating a standard replica of sampling design, which will estimate antenna detection efficiency from the known number of tagged fish in the raceway (Kery and Royle, 2016).

The PIT-tagged fish will also be used to determine the logistics of camera sampling technology to estimate SAS population structure (abundance, occupancy). Recent efforts have successfully deployed camera technology to estimate fish occupancy or abundance in various stream ecosystems (Castaneda et al., 2019; Hannweg et al., 2020; Hitt et al., 2021), although those efforts were limited to stationary deployment of cameras in relatively small channel units (pools). This study will use the same 50m raceway reaches and known number of SAS to test different procedures using passive and active camera deployment to determine the best methods for monitoring SAS using camera technology (GoPro Hero 4 Black, 360 Fly 4k camera). Different procedures will include deployment location (thalweg versus stream margin), deployment length (e.g., 5, 10, 15 minutes) for stationary cameras, and the deployment speed of active cameras. Camera methods will be deployed following PIT-tag tracking as previously described. Subcontractor 2 will collect at least 20 samples (number of reaches multiplied by sampling occasions), with three to five replicated passes for the active camera methods which will then be analyzed with standard abundance models (N-mixture model) to assess gear performance relative to the known number of fish within raceways (Kery and Royle, 2016). Simulations will use gear efficiency results to determine the minimum number of replicated passes and sampling reaches required for field implementation of new survey methods.

Task 3: Data simulations will be designed to account for various gear detection efficiency estimates gained from Task 2 and sampling efficiency estimates from

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previous surveys conducted within the watershed (Huntsman et al., 2022). Integrating multiple data sets from different survey methods into one analysis is a powerful approach in monitoring studies because shared information can be leveraged for more accurate and precise parameter estimations (Schaub and Kery, 2021), including methods Subcontractor 2 have already implemented within the Santa Ana River. In the proposed study design, Subcontractor 2 will be able to integrate our surveying methods into one analysis because they share a parameter of interest and true abundance. This can also include the use of Jolly-Seber type capture-mark-recapture models for the PIT-tag tracking data set (Schwarz, 2001), binomial N-mixture models (hierarchical abundance models) for replicated data sets (camera and snorkel surveys), and multinomial N-mixture models for the electrofishing data set (Huntsman et al., 2022). Analysis of previous surveys indicates that electrofishing surveys are more efficient than snorkel surveys at detecting SAS. Preliminary simulations suggest the inclusion of fall electrofishing data with alternative sampling approaches (snorkel, cameras, capture-mark-recapture) could significantly improve abundance and gear efficiency estimation even when electrofishing surveys are missing from winter and spring surveys. Simulations using currently available data sets and assuming low efficiency of camera technology suggests as few as two sites could be sampled per occasion (early fall, winter, and late spring) to provide accurate parameter estimation using this surveying design, assuming similar electrofishing and snorkeling efficiency as currently estimated in the river. However, this number could change once better-informed gear efficiency estimates of alternative sampling methods are made available.

Subcontractor 2 will be working on all tasks associated with this Project, and Subcontractor 1 will provide all facilities and limited staff. The Grantee is providing staff time as match for this Project.

- 6.04 Location:** Tasks 1 and 2 will be implemented at the Subcontractor 1 Greenbelt facility located at 1900 Bradley Street, Riverside, CA 92506 (33.908562, -117.393444), San Bernardino County. Task 3 will involve data analysis and field trials in the Santa Ana River (33.023435, -117.365618), San Bernardino County.
- 6.05 Project Site Access:** Subcontractor 1 shall provide access to the Greenbelt Facility for staff from both Subcontractor 2 and the Grantee.
- 6.06 Materials and Equipment:** Property acquisitions and equipment purchases must be consistent with Section 5.06 – General Terms and Conditions. Approximately \$30,000 of the awarded federal funds will be used by the Grantee to purchase equipment, including cameras and PIT-tag tracking technology (all items are less than \$5,000 individually).
- 6.07 Project Implementation:** Consistent with the Grantee’s proposal for the Project, the Grantee will complete the following tasks in accordance with Section 6.08 – Schedule of Due Dates and Deliverables:


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Task 1 – Project Management and Administration

The Grantee will provide technical and administrative services associated with performing and completing the work for this Project, including managing this Agreement, assuring all permits are finalized, administering subcontracts, invoicing and payments, drafting and finalizing progress and final reports, and data management.

Subtask 1.1 – Data Management

Per DB 2019-01 Data Policy Signed ( [DB 2019-01 Data Policy Signed.pdf](#))
“DMPs should be completed as the beginning of a data collection effort and submitted to the Scientific Data Coordinator. Updates to the DMP shall then be submitted as details are refined.”

The Grantee’s Project Manager 11 (funded through Grantee match) will coordinate data management activities. The Grantee shall submit a Data Management Plan. The CDFW Grant Manager will provide the Data Management Plan template upon Grant execution.

The Grantee and its subcontractors and/or collaborators are responsible for ensuring that project data are collected using peer-approved methods, undergo a quality control and accuracy assessment process, include metadata that meet CDFW’s minimum standards (<https://www.wildlife.ca.gov/Data/BIOS/Metadata>) and include documentation of the methods and quality assessments utilized, and are properly stored and protected until the Project has been completed and data have been delivered as required under this Grant Agreement.

All scientific data collection efforts are required to include metadata files or records indicating at a minimum:

1. Who collected the data;
2. When the data were collected;
3. Where the data were collected;
4. How the data were collected (description of methods and protocols);
5. The purposes for which the data were collected;
6. Definitions of variables, fields, codes, and abbreviations used in the data, including units of measure;
7. The terms of any landowner access agreement(s), if applicable;
8. References to any related Department permits or regulatory actions;
9. Peer review or statistical consultation documentation; and
10. Data licensing and disclaimer language.

All data and associated metadata collected by or created under this Agreement are a required deliverable of this Agreement. All data deliverables should be budgeted for and included in the Project timeline as a part of this Agreement. A condition of final payment on this Agreement shall include the delivery of all

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related data assets. Geospatial data must be delivered in an industry-standard geospatial data format where applicable and documented with metadata in accordance with the CDFW Minimum Metadata Standards.

Data related to observation, occurrence, or distribution of state or federal special status species or California Native Plant Society listed species shall be reported to the California Natural Diversity Database (CNDDDB) using the online field survey form or other digital method.

The following Project information shall be uploaded by the Grantee to Project Tracker (<http://ptrack.ecoatlas.org/>) in EcoAtlas (<http://www.ecoatlas.org/>): Project name, Project proponent and contact information, Project boundary [GIS polygon], Cooperative Endangered Species Conservation Fund funding details, pertinent dates, activity type, and habitat types and amounts.

Water quality data generated by the Project will be collected in a manner that is compatible and consistent with the California Environmental Data Exchange Network (CEDEN, <http://www.ceden.org/>) (CWC §79704). The Grantee shall upload relevant data to CEDEN and provide a receipt of successful data submission, generated by CEDEN, to the CDFW Grant Manager prior to submitting a Final Invoice.

Groundwater monitoring data generated by the Project will be collected and reported in a manner that is compatible and consistent with the groundwater data systems administered by the State Water Resources Control Board (CWC § 79704). The Grantee shall upload relevant data to GeoTracker GAMA (<http://www.waterboards.ca.gov/gama/>) and provide proof of successful data submission to the CDFW Grant Manager prior to submitting a Final Invoice.

Task 2 – Mesocosm at Greenbelt

Subcontractor 2 will begin project coordination and Greenbelt facility raceway setup and maintenance in 2023. Once the raceways are functioning and permits are in place, fish will be obtained from the approved source, and tagging of fish will begin. Subcontractor 2 will conduct Passive Integrated Transponder (PIT) tagging experiments and multi-gear sampling efficiency experiments at Subcontractor 1's Greenbelt facility.

Task 3 – Data Analysis and Simulations

Subcontractor 2 will conduct regular data analysis and simulations. Data processing, analysis, product development, communication, and delivery will occur in the final months of the grant.

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<u>Task</u>	<u>Description</u>	<u>Deliverables</u>	<u>Estimated Completion Dates</u>
1	Project Management and Administration	Quarterly Progress Reports	March 30, 2024 June 30, 2024 September 30, 2024
		Quarterly Invoices	Due within 30 days following each calendar quarter (March, June, September, December) following grant execution.
		Copies of Executed Subcontracts	April 1, 2024
		Submit Project Data	November 30, 2024
		Draft Final Report	December 15, 2024
		Final Report	December 31, 2024
		Final Invoice	December 31, 2024
2	Mesocosm at Greenbelt	Greenbelt Facility Raceway Set Up and Maintenance. Obtain Necessary Permits and Fish and Tagging.	Upon Grant Execution – March 1, 2024
3	Data Analysis and Simulations	Conduct Regular Data Analysis and Simulations. Processing Data, Product Development, Communication and Delivery.	November 1, 2024

SECTION 7 – CONTACTS

The point of contact may be changed at any time by either party by providing a 10-day advance written notice to the other party. The Parties hereby designate the following points of contact during the Term of this Agreement:

CDFW Grant Manager:		Grantee Project Manager:	
Name:	Russell Barabe	Name:	Kai Palenscar
Title:	Senior Environmental Scientist	Title:	Project Manager 11
Address:	26229 Jefferson Avenue Murrieta, CA 92562	Address:	380 Vanderbilt Way San Bernardino, CA 92408
Phone:	(858) 922-1860	Phone:	(909) 387-9258
Email:	Russell.barabe@wildlife.ca.gov	Email:	kaip@sbnmwd.com

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Direct all administrative inquiries to:

CDFW Grant Coordinator:		Grantee Project Coordinator:	
Name:	Angela Salcedo	Name:	Kai Palenscar
Title:	Associate Government Program Analyst	Title:	Project Manager 11
Address:	78078 Country Club Dr. Ste 109, Bermuda Dunes, CA 92203	Address:	380 Vanderbilt Way San Bernardino, CA 92408
Phone:	760-200-9372	Phone:	909-387-9256
Email:	angela.salcedo@wildlife.ca.gov	Email:	kaip@sbumwd.com

SECTION 8 – REPORTS

8.01 Progress Reports: The Grantee shall submit Annual Progress Reports that comply with the requirements below to the CDFW Grant Manager. The CDFW Grant Manager will provide the Grantee with a sample Progress Report upon request.

Requirements: Annual progress reports shall include at a minimum:

1. Grantee name, the Project title, this Agreement number, and dates progress report covers;
2. Activities and tasks performed and/or completed, a summary of progress to date including progress since the last report, and a brief outline of upcoming work scheduled for the subsequent year;
3. Documentation of all subcontractor activities;
4. Updates on progress towards meeting project objectives, output and outcome performance measures;
5. Document delivery of any intermediate work products;
6. Costs incurred during the subject period, total of costs incurred to date, and the remaining balance;
7. Any problems encountered while performing the tasks and proposed solutions, timeline for resolution, and status of previously unresolved problems; and
8. Annual progress reports will be submitted electronically in PDF or Microsoft Word compatible format and conform to the template provided.

8.02 Draft and Final Reports: Grantee shall submit a Draft Final Report and Final Report by the dates listed in Section 6.08 – Schedule of Due Dates and Deliverables. Grantee shall submit a Draft Final Report, at least 15 days prior to Grantee’s submission of the Final Report. The report shall summarize the life of the Agreement and describe the work and results pursuant to Section 6 – Project Statement. The Draft and Final Reports will be submitted, electronically, to the CDFW Grant Manager upon completion of the Project tasks. The CDFW Grant Manager will provide Grantee a sample Final Report template, upon request.

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8.03 Document Accessibility: CDFW follows the Web accessibility standards of California Government Code Sections 7405 and 11135, and the Web Content Accessibility Guidelines (WCAG). Since all Cooperative Endangered Species Conservation Fund (Section 6) Final Reports will be posted to CDFW's website, grantees must ensure that the WCAG standards for adequate accessibility to people with disabilities are met for all Reports and associated submittals. Final Reports, and all associated documents, should be submitted as Word Documents for ease of editing to meet WCAG standards.

SECTION 9 – BUDGET AND PAYMENT

9.01 Budget Details and Funding Summary: The Grantor will provide an amount not to exceed \$117,858.35 as detailed in the Line-Item Budget Detail (Budget) below. Grantee or its partners will provide up to \$43,600.00 in funds or in-kind services as cost share to complete tasks described in Section 6 – Project Statement. Grantee will provide Grantor accurate records of all cost share with Grantee's Final Report.

Line-Item Budget Detail	
A. PERSONNEL SERVICES	TOTAL
N/A	\$0.00
Subtotal Personnel Services	\$0.00
N/A	\$0.00
Total Personnel Services	\$0.00
B. OPERATING EXPENSES: GENERAL	
Field Supplies (List field supplies in Section 6.06 - Materials and Equipment)	\$0.00
Travel (Not to exceed State reimbursement rates)	\$0.00
Passive Integrated Transponder Tags, Cameras, and Readers	\$30,000.00
Subtotal Operating Expenses: General	\$30,000.00
C. OPERATING EXPENSES: SUBCONTRACTORS	
Subcontractor 1 (RCRCD)	\$12,000.00
Subcontractor 2 (USGS)	\$75,858.35
Subtotal: Operating Expenses: Subcontractors	\$87,858.35
D. OPERATING EXPENSES: EQUIPMENT	
N/A	\$0.00
Subtotal: Operating Expenses: Equipment	\$0.00
E. INDIRECT COSTS	
Indirect Charge Rate 0% (Applies to Sections A + B and the first \$25,000 for each subcontractor)	\$0.00
F. GRAND TOTAL (A+B+C+D+E)	\$117,858.35

Any changes or modifications to a fund source below must be promptly reported to the CDFW Grant Manager, in writing.

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Funding Sources Summary			
Source of Funds	Cash	In-Kind	Total
CDFW Section 6 Grant Program	\$117,858.35	\$0.00	\$117,858.35
Grantee	\$0.00	\$43,600.00	\$43,600.00
Total Project Cost	\$117,858.35	\$43,600.00	\$161,458.35

9.01.1 Budget Flexibility: Grantee must submit all budget line-item revision requests, in writing, to the CDFW Grant Manager, prior to implementing any changes. All proposed budget changes require prior approval from the CDFW Grant Manager, regardless of budgetary impact.

Informal Budget adjustments between existing line-items may be permitted. Any revision to the Line-Item Budget Detail must comply with Section 5.07 – Amendments. Considerations for informal Budget adjustments, if granted, must include:

1. Revisions which are consistent with the purpose, objectives, and description of the Project as detailed in Section 6 – Project Statement;
2. Revisions that do not increase or decrease the total Agreement amount;
3. Revisions that do not substitute key personnel; and
4. Line-item shifts **within** a budget category (e.g., Field Supplies to Travel) of up to \$25,000 or 10% of the Agreement amount, whichever is less.

Formal Budget adjustments will be considered by the Grantor, with prior approval from the CDFW Grant Manager. An amendment to the Agreement is required if a formal Budget adjustment is approved. Considerations for formal amendments, if granted, include:

1. Shifting Grant Funds between budget categories (e.g., Personnel Services to Operating Expenses);
2. Increasing or decreasing the total Agreement amount;
3. Substituting key personnel; or
4. Line-item shifts **within** a budget category (e.g., Field Supplies to Travel) that exceed \$25,000 or 10% of the Agreement amount, whichever is less.

9.01.2 Indirect Costs for Federally Funded Payable Grants: Indirect costs **may** be applied up to the first \$25,000 for each subaward/subcontract by using their negotiated ICRP or 10% de minimis if there is no negotiated ICRP.

Per § 200.68 Modified Total Direct Cost (MTDC): MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies,

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services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward and subcontract in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

9.02 Payment Provisions:

9.02.1 Disbursements: Grantor will disburse Grant Funds to Grantee not more frequently than monthly in arrears, upon receipt of an original itemized invoice and any required mandatory documentation as identified in Section 6.08 – Schedule of Due Dates and Deliverables.

Grant disbursements will be mailed to the following Grantee address:

Grantee Name:	San Bernardino Valley Municipal Water District
Attention:	Kai Palenscar
Address:	380 Vanderbilt Way San Bernardino, CA 92408

9.02.2 Invoice Documentation: Each invoice for payment must be accompanied by a written description, not to exceed two pages in length, of Grantee’s performance under this Agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period. The Final Invoice must include a budget summary of all cost share expenditures by fund source, as applicable. The CDFW Grant Manager will provide Grantee with a sample invoice template upon request. The Final Invoice is due in accordance with Section 6.08 – Schedule of Due Dates and Deliverables. The invoice package must be either mailed hard copy or electronic submission to the CDFW Grant Manager contact located in Section 7 – Contacts.

Requirements: The invoice shall contain the following information:

1. The word “Invoice” should appear in a prominent location at the top of the page(s);
2. Printed name of Grantee on company letterhead;
3. Grantee’s business address, including P.O. Box, City, State, and Zip Code;

Q2386001

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

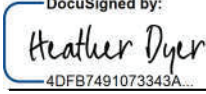
4. Name of the CDFW Region/Division being billed;
5. The invoice date and the time period covered; i.e., the term “from” and “to”;
6. This Agreement number and the sequential number of the invoice (i.e., Q2386001-Invoice 1);
7. The invoice must be itemized using the categories and following the format of the Budget;
8. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or computations appearing on the invoice. The total amount due shall include all costs incurred by Grantee under the terms of this grant;
9. The original signature of Grantee; and
10. Grantee must provide supporting documentation for the invoice and actual receipts

Q2386001

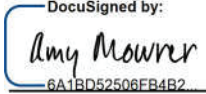
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the Grantor date set forth below the signature.

AUTHORIZED AGENT FOR GRANTEE

By: 
Signature: 4DFB7491073343A...
Printed Name: Heather Dyer
Title: Chief Executive Officer
Date: 12/11/2023

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

By: 
Signature: 6A1BD52506FB4B2...
Printed Name: Amy Mowrer
Title: Branch Manager, Business Management Branch
Date: 12/11/2023

This agreement is exempt from DGS-OLS approval, per SCM 4.06.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2386001

Grantee Name: San Bernardino Valley Municipal Water District

1. **APPROVAL:** This Agreement is of no force or effect until signed by both Parties. Grantee shall not incur any costs in reliance on this Agreement until this Agreement has been signed by both Parties.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties. Only persons duly authorized to sign an amendment on behalf of CDFW may do so. No oral understanding or agreement not incorporated in this Agreement is binding on either of the Parties.
3. **ASSIGNMENT:** This Agreement is not assignable by Grantee, either in whole or in part, without written approval from CDFW.
4. **AUDIT:** Grantee agrees that CDFW, the Department of Finance (“**DOF**”), Department of General Services (“**DGS**”), California State Auditor’s Office (“**CSA**”), or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three years after CDFW’s final payment to Grantee pursuant to this Agreement, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

Subcontractor agrees that CDFW, the Department of Finance, Department of General Services, California State Auditor’s Office, or their designated representatives shall have the right to review and to copy any records and supporting documentation related to the performance of this agreement. Subcontractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend, and save harmless the State of California (“**State**”) and CDFW and their officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

CDFW agrees to indemnify, defend, and save harmless Grantee and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all subcontractors,



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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Grantee Name: San Bernardino Valley Municipal Water District

suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by CDFW in the performance of this Agreement but, collectively, only in proportion to and to the extent that such claims or losses are caused by or result from the negligent or intentional acts or omissions of CDFW or its officers, agents, and employees.

6. **DISPUTES:** Grantee shall continue with its responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CDFW. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work on the Project pursuant to this Agreement.
8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this Section 8.

Further, Grantee agrees to include the following term or a substantially similar term in any subcontract related to performance of this Agreement:

During the performance of this agreement, Subcontractor shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Subcontractor shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment



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EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subcontractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Subcontractor shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Subcontractor has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Subcontractor agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

- 9. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 10. REGULATORY COMPLIANCE:** Grantee's implementation of the Project must comply with all applicable federal, state, and local government statutes, laws, regulations, codes, ordinances, orders, or other governmental and quasi-governmental requirements that apply to the Project (including its planning, construction, management, monitoring, operation, use, and maintenance). The costs associated with such regulatory compliance may be reimbursed under this Agreement only to the extent authorized by the Budget Detail and Funding Summary section of this Agreement.

Grantee's implementation of the Project must comply with the California Labor Code. Projects funded in whole or in part with CDFW grant funds may be public works projects under the Labor Code. (See Section 1720 et seq.) Labor Code compliance may require the payment of prevailing wage. Grantee is responsible for Labor Code compliance, and CDFW cannot provide advice about Labor Code compliance.

Grantee's implementation of the Project must comply with the California Business and Professions Code. Grantee shall be responsible for obtaining the services of an appropriately licensed professional if required by the Business and Professions Code, including but not limited to Section 6700 et seq. (Professional Engineers Act) and Section 7800 et seq. (Geologists and Geophysicists Act). CDFW cannot provide advice about Business and Professions Code compliance.

- 11. RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement, are subject to the rights of CDFW as set forth in this Section 11. CDFW shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
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is copyrightable, Grantee may copyright the same, except that, as to any work which is copyrighted by Grantee, CDFW reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

- 12. CONTINGENT FUNDING:** It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the State Legislature of any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

If the Legislature does not appropriate sufficient funds for this Agreement, CDFW may terminate this Agreement in accordance with Section 13 of this Exhibit 1.a or amend this Agreement to reflect any reduction of funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both Parties or by any Party upon 30 days written notice and delivered in person, USPS First Class Mail, or electronic transmission.
- b. In the event of termination of this Agreement, Grantee shall immediately provide CDFW an accounting of all Grant Funds received under this Agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either Party already incurred prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by Grantee for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall make reasonable efforts to limit any outstanding financial commitments.

14. USE OF SUBCONTRACTOR(S): If Grantee desires to accomplish part of the Project through the use of one or more subcontractors, the following conditions must be met:

- a. Grantee shall submit any subcontracts to CDFW for inclusion in the grant file;
- b. Agreements between the Grantee and the subcontractor must be in writing;
- c. Subcontracts must include language establishing the audit rights of CDFW, DOF, DGS, CSA, or their designated representatives with respect to subcontractors that complies with Section 4 of this Exhibit 1.a.;
- d. Subcontracts must include non-discrimination clause language with respect to subcontractors that complies with Section 8 of this Exhibit 1.a; and
- e. Upon termination of any subcontract, the CDFW Grant Manager shall be notified immediately, in writing.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

Grant Agreement Number: Q2386001

Grantee Name: San Bernardino Valley Municipal Water District

- 15. POTENTIAL SUBCONTRACTOR(S):** Nothing contained in this Agreement or otherwise shall create any contractual relation between CDFW and any of Grantee's subcontractor(s) and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to CDFW for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subcontractor(s) is an independent obligation from CDFW's obligation to make payments to Grantee. As a result, CDFW shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subcontractors.
- 16. TRAVEL AND PER DIEM:** If the reimbursement of travel or per diem costs are authorized by this Agreement, such costs shall be reasonable and not exceed those amounts identified in the California Department of Human Resources travel reimbursement guidelines. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CDFW Grant Manager.
- 17. LIABILITY INSURANCE :** Unless otherwise specified in this Agreement, when Grantee submits a signed Agreement to CDFW, Grantee shall also furnish to CDFW either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to CDFW upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without 30-days prior written notice to CDFW;
- b. The State and CDFW and their officers, agents, employees, and servants are included as additional insured, insofar as the operations under this Agreement are concerned; and
- c. CDFW will not be responsible for any premiums or assessments on the policy.

Grantee agrees that the liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of CDFW, and Grantee agrees that no work or services shall be performed prior to CDFW giving such approval. In the event Grantee fails to keep in effect, at all times, insurance coverage as herein provided, CDFW may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. If subcontractors performing work for Grantee under this Agreement cannot provide to Grantee either proof of self-insurance



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or a certificate of insurance stating that the subcontractor has liability insurance of not less than \$1,000,000 per occurrence for bodily injury or property damage liability combined, then Grantee's liability insurance shall provide such coverage for the subcontractor.

- 18. GRANTEE STAFF REQUIREMENTS:** Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with CDFW.
- 19. EQUIPMENT PURCHASES:** For purposes of this Agreement, "**Equipment**" means tangible personal property having a useful life of four years, and "**Major Equipment**" means Equipment with a unit cost of \$5,000 or more. The unit cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use. Grantee may purchase Major Equipment under this Agreement only when a specific type Major Equipment is listed in the Budget Details and Funding Summary section of this Agreement. This restriction on the purchase of Major Equipment does not include the lease or rental of Major Equipment. Grantee shall own all Equipment purchased under this Agreement; CDFW does not claim title or ownership to such Equipment. Grantee shall keep, and make available to CDFW upon CDFW's request, appropriate records of all Equipment purchased with Grant Funds. Equipment purchased by Grantee outside the term of this Agreement is not eligible for reimbursement by CDFW under this Agreement.

When Grantee submits an invoice to CDFW for reimbursement of Major Equipment purchase costs, that invoice must include a receipt listing the purchase price of the Major Equipment and the serial number and model number of the Major Equipment. That invoice must also include the location, including street address, where the Major Equipment will be used during the term of this Agreement.

- 20. GRANTEE'S PROCUREMENT OF GOODS AND/OR SERVICES:** Grantee's process for procuring goods or services to carry out the Project under this Agreement must reasonably ensure that Grantee is making sound business decisions.
- 21. DRUG-FREE WORKPLACE CERTIFICATION:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 1. the dangers of drug abuse in the workplace;
 2. the person's or organization's policy of maintaining a drug-free workplace;
 3. any available counseling, rehabilitation, and employee assistance programs; and,
 4. penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 1. receive a copy of the company's drug-free policy statement; and



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 1a – PUBLIC ENTITIES GENERAL GRANT PROVISIONS

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2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of the Agreement or both, and Grantee may be ineligible for award of any future State agreements if CDFW determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee has violated the certification by failing to carry out the requirements as noted above.

22. UNION ORGANIZING: Grantee acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

- a. No Grant Funds disbursed pursuant to this Agreement will be used to assist, promote, or deter union organizing;
- b. Grantee shall account for Grant Funds disbursed for a specific expenditure pursuant to this Agreement to show those funds were allocated to that expenditure;
- c. Grantee shall, where Grant Funds are not designated as described in Section 22(b) above, allocate, on a pro-rata basis, all disbursements that support the grant program; and
- d. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no Grant Funds were used for those expenditures and shall provide those records to the Attorney General upon request.

23. GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE EXHIBIT 2 – FEDERAL GRANT PROVISIONS

Grant Agreement Number: Q2386001

Grantee Name: San Bernardino Valley Municipal Water District

1. **UTILIZATION OF SMALL, MINORITY, AND WOMEN'S BUSINESSES:** The Grantee agrees that affirmative steps will be taken to assure that qualified small, minority and women-owned businesses are used when possible as sources of supplies, construction, and services in the performance of grant-assisted Agreements and subcontracts. Affirmative steps taken shall include the following:
 - a. Include qualified small, minority and women-owned businesses on solicitation lists;
 - b. Assuring that small, minority and women-owned businesses are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation of small, minority and women-owned businesses;
 - d. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority and women-owned businesses;
 - e. Using the services and assistance of the Small Business Administration, the Minority Business Development Agency of the United States Department of Commerce, and the State Office of Small Business and Disabled Veteran Business Enterprise Certification; and
 - f. If the Grantee awards subcontracts, requiring the subcontractor(s) to take the affirmative steps in paragraphs A through E of this section.

2. **DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole, or in part, pursuant to this Agreement shall contain a disclosure statement indicating that the document, or written report, was prepared through Agreement with California Department of Fish and Wildlife (CDFW). The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

3. **COMPLIANCE WITH FEDERAL REGULATIONS:** The Grantee understands that CDFW is obligated, in accordance with its assistance Agreement with the Federal Government, to comply with the provisions of federal regulations contained in the Uniform Guidance 2 Code of Federal Regulations (CFR) 200, and any conditions in this grant Agreement, and any amendments thereto. In order to ensure that CDFW can meet these obligations, the Grantee warrants, represents, and agrees that it and its subcontractors, employees, and representatives will comply with 1) all applicable provisions of 2 CFR 200; and 2) all general and special conditions contained in this Agreement. If requesting reimbursement for Indirect Cost Rate (ICR), a copy of the approved negotiated ICR must be submitted.

4. **COPYRIGHTS:** The Grantee agrees to, and does hereby grant to the Federal Government, a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal Government purposes:



**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 2 – FEDERAL GRANT PROVISIONS**

Grant Agreement Number: Q2386001

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- a. The copyright in any work developed under this Agreement; and
- b. Any rights of copyright which the Grantee purchases, in whole or in part, with funds provided by this Agreement.

5. STANDARDS FOR FINANCIAL MANAGEMENT SYSTEM: The Grantee and all subcontractors shall maintain fiscal control and accounting procedures which are sufficient to:

- a. Permit preparation of reports required by 2 CFR 200 and statutes authorizing this grant.
- b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

A requirement to this effect shall be placed in all subcontracts related to performance of work under this Agreement.

6. APPLICABLE COST PRINCIPLES: The cost principles for this Agreement are applicable as set forth below (Office of Management and Budget (OMB)):

- a. OMB Circular 21 – Education Institutions;
- b. OMB Circular A-87 – State, Local or Indian Tribe Governments;
- c. OMB Circular A-122 – Cost Principals for Non-Profit Organizations;
- d. OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations; or
- e. Title 48 CFR Part 31 – For-Profit Organizations

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee, or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

7. CONTINGENT FUNDING: It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds for the mutual benefit of both Parties in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if sufficient funds are made available to CDFW by the United States Government for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional



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restrictions, limitations, or conditions enacted by the Congress of any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for this Agreement, CDFW has the option to terminate this Agreement under the termination clause, or to amend this Agreement to reflect any reduction of funds.

CDFW has the option to invalidate this Agreement under the 30-day cancellation clause, or to amend this Agreement to reflect any reduction in funds.

8. **ENVIRONMENTAL QUALITY:** The Grantee and subcontractors shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Title 42 U.S.C. 1857(h), Section 508 of the Clean Air Act, Title 33 U.S.C. 1368 Executive Order 11738 and, Title 40 CFR part 15.

The Grantee shall comply with mandatory standards and policies related to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Conservation Act (Publ. L. 94-163).

9. **RECYCLED PAPER:** The Grantee agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to CDFW. This requirement does not apply to reports which are prepared on forms supplied by the Federal Government. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.
10. **SINGLE AUDIT ACT:** To the extent applicable, the Grantee shall be subject to, and shall comply with, the provisions and requirements of the Single Audit Act of 1984 (Pub. L 98-502) and implementing policies, procedures and guidelines, including applicable circulars issued by the Federal OMB.
11. **FEDERAL ASSURANCES:** It is further agreed that by signing this Agreement, the Grantee is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit from any program or activity that is directly associated with a program of CDFW on the basis of race, color, national origin, age, sex (in education activities) or disability.



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12. COMPLIANCE WITH FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY

ACT 2006 (FFATA): As a recipient of a federal contract, grant or other federal funds, CDFW is required under the Federal Funding Accountability and Transparency Act of 2006 (FFATA) to report certain information about CDFW's contractors, grantees, and sub-recipients of that federal funding. The Grantee, as a sub-recipient of federal funds, agrees to provide CDFW with data required under FFATA, unless exempt under the act. Grantee shall complete the FFATA Certification form (DFW 868) and submit it as instructed, on or before execution of this agreement. If not exempt, the Grantee shall create a registration, or update its data if already registered, on the federal System for Award Management (SAM) at www.sam.gov. A Data Universal Numbering System number is required for the SAM registration, and must be included on the FFATA Certification form, unless exempted per the certification. Grantee agrees to update its SAM registration, and notify CDFW if there is a material change to its SAM data, or its exemption status changes.

13. TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

Recipients of a federal contract, grant or other federal funds, are prohibited to procure/obtain, and extend, re-new and/or enter into a new contract to procure equipment, services, or systems that uses *covered telecommunications* equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. *Covered telecommunications* equipment is equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical surveillance of critical infrastructure and other nation security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahura Technology Company (or any subsidiary or affiliate of such entities) is prohibited. 2 CFR 200.216.

14. BUILD AMERICA, BUY AMERICA ACT: The Build America, Buy America (BABA) Act, enacted as part of the Bipartisan Infrastructure Law (BIL) on November 15, 2021, requires that all federally funded infrastructure projects awarded after May 14, 2022, use domestic sources of iron, steel, manufactured products, and construction materials produced in the United States. Infrastructure consists of public infrastructure projects and includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; buildings and real property. Infrastructure also consists of structures, facilities, and equipment that generate, transport, and distribute energy, including electric vehicle (EV) charging.



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Pursuant to Section 70914(c) of the BABA Act, CDFW may waive the Buy America preference where CDFW finds that:

- a. Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
- b. Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- c. Inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute.



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
EXHIBIT 3 – NOTICE OF ECONOMIC SANCTIONS

Grant Agreement Number: Q2386001

Grantee Name: San Bernardino Valley Municipal Water District

Grantee and its subcontractor(s), collectively referred to as “Grantee”, shall follow Federal, State, and local orders, guidelines and directives, and CDFW policies related to any Executive Order (EO) issued by the Governor of the State of California regarding economic sanctions.

Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate grants with, and to refrain from entering any new grants with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.



State of California - Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
P.O. Box 944209
Sacramento, CA 94244-2090
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



December 11, 2023

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


Re: Q2386001 – DEVELOPMENT OF ALTERNATIVE SAMPLING METHODOLOGIES FOR YEAR-ROUND SANTA ANA SUCKER MONITORING

ACKNOWLEDGEMENT OF WORK COMMENCEMENT AUTHORIZATION DISCLAIMER

Where approval from the California Department of Fish and Wildlife (CDFW) applies, the attached payable grant shall be of no force or effect until it is signed by both parties (CDFW and grantee). The signing of this payable grant by your organization does not authorize the commencement of work.

By signing this letter, your organization acknowledges and agrees not to begin work until all approvals have been obtained, the payable grant has been fully executed, and the grantee has been given authorization to begin work. Should any work begin before all approvals are obtained or authorization is given, services will be considered voluntary.

Please be advised that failure to sign and return this letter will delay approval of your payable grant.

DocuSigned by:

4DFB7491073343A...

Authorized Signature

12/11/2023

Date

Heather Dyer, Chief Executive Officer

Printed Name and Title of Person Signing

DATE: March 19, 2024

TO: Board of Directors

FROM: Joanna Gibson, MS – Executive Director Upper SAR HCP Program
Chris Jones, MESM – Preserve System Program Manager

SUBJECT: Consider Authorizing Execution of Amendment to Riparian Bird Monitoring Consulting Services Agreement

Staff Recommendation

Staff is requesting the Board of Directors authorize the CEO/General Manager to execute Amendment 2 to the existing Consulting Services Agreement with the Santa Ana Watershed Association (SAWA) to conduct riparian bird surveys during the 2024 survey season for an amount not to exceed \$290,150.

Summary

The tasks identified in the scope of work are a continuation of an ongoing study to establish multi-year baseline distribution and population data for riparian bird species along the upper Santa Ana River. The dataset will be critical to monitoring potential effects of future water infrastructure projects proposed in Incidental Take Permit (ITP) applications currently under review by the US Fish and Wildlife Service (USFWS), and the California Department of Fish and Wildlife (CDFW). The data will also be used to measure the success of the Tributary Restoration Projects, which are part of the mitigation strategy proposed to offset impacts in the ITP applications. The scope of work for the proposed work is provided in Attachment A. Table 1, below, shows the main tasks and associated costs for the proposed scope of work.

Table 1 Tasks and costs associated with the proposed scope of work.

Task	Cost
Avian Surveys and Reporting	\$227,712.65
Cowbird Trapping and Reporting	\$46,847.06
Subtotal	\$274,559.71
Optional: Security for High-Risk Locations	\$15,589.50
Total (with Optional item)	\$290,149.21
Total (Rounded)	\$290,150

The Tributary Restoration Projects provide the mitigation that will facilitate implementation of projects to increase regional water supply reliability through the capture and recharge of approximately 87,000 AFY. The focal species of the consulting services agreement are important to monitor on an annual basis because annual fluctuations in precipitation, habitat disturbances, local land use changes, and a variety of other factors can affect their distribution and population. A robust, multi-year, baseline dataset, which this on-going study provides, will allow for comparison of monitoring results across years to evaluate potential effects of water infrastructure projects proposed in the ITP applications, and measure the effectiveness of habitat restoration efforts for the species being monitored.

Background

SAWA has been conducting riparian bird surveys in the watershed for over 20 years and for San Bernardino Valley since the 2019 survey season. They are widely regarded as the subject matter experts for riparian birds regionally and in the Santa Ana Watershed more specifically. Their longstanding experience within this area of interest allows them to utilize efficiencies with study design, access, and coordination with landowners and regulators.

This annual survey is contributing to a multiyear baseline dataset on riparian bird populations along the Santa Ana River in the upper Santa Ana River Watershed area. The surveys focus on least Bell's vireo distribution, breeding status, and nesting success: important metrics that will be relied on by the USFWS and CDFW in their analyses of the 100+ water infrastructure projects identified in our ITP applications, and as a benchmark to measure the success of the long-term mitigation strategy that will be relied on to offset the impacts of the water infrastructure projects. The dataset is also critical to East Valley Water District's Sterling Natural Resources Center (SNRC) project and is being relied on by both CDFW and USFWS to track potential impacts to least Bell's vireo and other riparian birds along the upper Santa Ana River following startup of the SNRC project. More specifically, CDFW's Lake and Streambed Alteration Agreement issued to EVWD for the SNRC project required a baseline dataset on riparian bird population trends downstream of the City of San Bernardino's treatment plant (RIX) prior to commencement of the SNRC project. Consequently, this dataset was instrumental in avoiding biological-related delays to startup of the SNRC project.

District Strategic Plan Application

The riparian bird monitoring will support mitigation that is necessary to offset impacts associated with proposed water supply reliability projects that will facilitate the capture and recharge of approximately 87,000 AFY. The monitoring program will produce reliable data that will be used to

track potential impacts from implementation of water supply reliability projects and inform management decisions to meet commitments that are being negotiated as a part of ITP applications and other associated permits. Staff's ability to utilize science-based results to manage potential risks to resources and meet mitigation commitments will allow San Bernardino Valley and its Partners to build, operate, and maintain projects that will provide a reliable and sustainable water supply.

Fiscal Impact

The total cost of the project proposal is \$290,150, which includes one optional item (security). Funds for these services were identified in the 6780 Environmental/HCP Implementation, Bird Surveys line item of the approved FY 2023-2024 General Fund Budget. Execution of the optional item for security assistance is contingent on field reconnaissance. SAWA will not charge to this item until written concurrence is received from San Bernardino Valley staff.

The Upper Santa Ana Rier HCP Partners would reimburse San Bernardino Valley 60% of the total cost (\$174,090). The remaining 40% (\$116,060) would be paid by San Bernardino Valley. Costs associated with this amendment would be spread over fiscal years 2023/2024 and 2024/2025.

Attachments

- 1) Second Amendment to the Consulting Services Agreement

SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT

This Second Amendment to the Consulting Services Agreement (“*Amendment*”) is entered into as of _____, 2024, by and between the Santa Ana Watershed Association (“*SAWA*”) (“*Consultant*”) and San Bernardino Valley Municipal Water District, a water district organized and incorporated under the California Municipal Water District Law of 1911 (“*District*”). Consultant and District are hereafter referred to individually as “*Party*” and collectively as the “*Parties*.”

RECITALS

A. The Parties entered into that certain Consulting Services Agreement, dated March 15, 2022 (“*Consulting Agreement*”), whereby Consultant agreed to provide certain professional grant support services related to riparian bird surveys and reporting in connection with the Upper Santa Ana River Habitat Conservation Plan (“*HCP*”). The Consulting Agreement provided for a Maximum Fee of \$265,875.

B. On or about March 21, 2023, the Parties agreed to the First Amendment which extended the Term of the Agreement to March 21, 2024, and increased the Maximum Fee by Two Hundred Sixty-Five Thousand Six Hundred Twenty Dollars (\$265,620), reflecting a new total Maximum Fee of Five Hundred Thirty-One Thousand Four Hundred Ninety-Five Dollars (\$531,495).

C. The Parties desire to further amend the Consulting Services Agreement to increase the Maximum Fee and extend the Term of Service as described herein.

OPERATIVE TERMS

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

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

2. Term. The Term of the Agreement is hereby extended and shall automatically terminate when the Compensation Amount has been spent, unless earlier terminated.

3. Additional Services. There are no additional services included in this amendment. Professional services to be completed are detailed in **Attachment A** and by this reference incorporated into the Consulting Agreement.

4. Compensation. The Maximum Fee is hereby increased by Two Hundred Ninety Thousand One Hundred Fifty Dollars (\$290,150), reflecting a new total Maximum Fee of Eight Hundred Twenty One Thousand Six Hundred Forty-Five Dollars (\$821,645). All references to Maximum Fee in the Consulting Agreement shall refer to the increased amount set forth herein.

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

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

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

[Signature Page Follows]

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

DISTRICT:

**SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT**

By: _____

Name: _____

Its: _____

Date: _____

CONSULTANT:

Santa Ana Watershed Association

By: _____

Name: _____

Its: _____

Date: _____

Attachment A

Scope of Work

Riparian Bird Surveys for the 2024 Nesting Season

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



¹ Hamilton, Robert. Macaulay Library. California, May 16, 2017.
https://www.allaboutbirds.org/guide/Bells_Vireo/id#

1. INTRODUCTION

In the process of developing the Upper Santa Ana River Habitat Conservation Plan (HCP or Plan) the San Bernardino Valley Municipal Water District (Valley District), in cooperation with eleven other HCP Permittees, has the need to collect baseline data for the purposes of acquiring federal and potentially State incidental take permits. The HCP Conservation Strategy will include a comprehensive package of stream restoration, enhancement and preservation, threats management, and population augmentation through captive propagation and translocation, where appropriate.

The HCP will be required to monitor for effects to covered species and their habitats resulting from construction and operations of proposed covered activities. Effects monitoring for riparian migratory bird species will occur in the mainstem of the Santa Ana River generally between the Rialto Channel and Prado Dam. Additionally, the HCP proposes to restore or enhance multiple tributaries to the Santa Ana River located in the Riverside area. These restoration sites will have specific success criteria outlined in the HCP and associated mitigation documents that will need monitoring and reporting activities on a regular basis.

The tributaries restoration projects are scheduled to begin construction in the 2024. Therefore, quality monitoring data are needed in order to conduct comparative analyses between the current condition of the riparian bird community and altered future conditions (post-covered activity, post-restoration). The products derived from the Scope of Services in this Scope of Work (SOW) are intended to provide baseline information for riparian bird species covered by the HCP. The contract that will result from this SOW process will cover the 2023 nesting season.

2. CONSULTING TEAM

Proposer (Consultant) is responsible for assembling a team which meets all requirements outlined in this SOW.

3. REQUIRED EXPERIENCE AND QUALIFICATIONS

Consultant shall demonstrate the qualifications and experience necessary to successfully complete all aspects of Scope of Services detailed below.

4. SCOPE OF SERVICES

Valley District, on behalf of the HCP, is soliciting proposals from qualified firms with demonstrated technical expertise in surveying for riparian bird species covered by the HCP. Riparian associated bird species covered by the HCP (covered species) include:

- Least Bell's vireo (*Vireo bellii pusillus*)
- Southwestern willow flycatcher (*Empidonax traillii extimus*)
- Yellow-breasted chat (*Icteria virens*)
- Western yellow-billed cuckoo (*Coccyzus americanus*)

Several other bird species are covered by the HCP. Recordation of incidental observations of these other bird species are also of interest. Therefore, firms should also have expertise conducting surveys for the following bird species:

- Tricolored blackbird (*Agelaius tricolor*)

- Burrowing owl (*Athene cunicularia*)
- Coastal California gnatcatcher (*Polioptila californica californica*)
- Cactus wren (*Campylorhynchus brunneicapillus*)

a. **Baseline Monitoring of Riparian Birds for Effects from HCP Covered Activities:**

The objective of monitoring within the mainstem of the Santa Ana River is to capture data reflecting possible changes to the riparian community due to decreased baseflow or stormflow from future proposed covered activities, and to document baseline and ongoing trends within the Plan's Preserve Areas. The preserve area can be viewed on the HCP website: <https://www.uppersarhcp.com/map>. The mainstem survey work is intended to detect changes over time in the size, distribution, and/or long-term health of the native riparian bird populations, with emphasis on those threatened or endangered species covered by the Plan. Bird species associated with riparian habitats covered by the HCP that are the focus of this task include the least Bell's vireo, southwestern willow flycatcher, yellow-breasted chat, and the western yellow-billed cuckoo.

Monitoring results gathered prior to implementing covered activities are intended to establish baseline population numbers and distribution of covered species within the mainstem Santa Ana River. The area of potential effects from the HCP covered activities includes riparian areas in the mainstem of the Santa Ana River. The geographic focus area of this task is between the Riverside County line to the north and the Prado Basin to the south, as is shown in Figure 1, HCP Effects Monitoring Area, attached.

The Orange County Water District (OCWD) and the Santa Ana Watershed Association (SAWA) have and continue to conduct riparian bird monitoring within and around the Prado Basin and other locations within the HCP area of interest. Therefore, surveys executed as a part of the contract that will result from this SOW will be limited to areas that are not already being surveyed by HCP Partners or other entities. The Contractor shall coordinate with SAWA, OCWD, and other entities conducting least Bell's vireo, southwestern willow flycatcher, and other riparian bird surveys in the survey area to ensure double counting of birds and/or territories does not occur.

Results of these surveys will be shared with HCP Permittees and partners and will be consistent in methodology to those other survey efforts so that the data can be looked at together to enable regional analysis.

i. Least Bell's Vireo

Surveys for the least Bell's vireo should follow the Least Bell's Vireo Survey Guidelines (https://www.fws.gov/ventura/docs/species/protocols/lbv/leastbellsvireo_survey-guidelines.pdf) with the exceptions of deviations from that protocol detailed in this paragraph. Areas associated with Task 5(a) will be monitored at least three (3) times and up to eight (8) times during the breeding season in an attempt to document territory locations, numbers, densities, incidental reproductive data, and parasitism rates as well as the location and number of individuals that either do not pair or are migrating through the survey area.

ii. Southwestern Willow Flycatcher, Western Yellow-Billed Cuckoo, and Yellow-Breasted Chat

Presence monitoring of migratory willow flycatchers and for southwestern willow flycatcher occupancy in the Santa Ana Preserve Area has been conducted using informal surveys (without playback) from 2000 to 2020 (SAWA 2020) and involves marking the locations of willow

flycatchers observed during least Bell's vireo nest and territory monitoring, and then returning after the migratory period to see if southwestern willow flycatchers are present and nesting (SAWA 2020). To compare with monitoring conducted to date, this method will be used to survey for southwestern willow flycatcher and western yellow-billed cuckoo. If occupancy and nesting by southwestern willow flycatchers or western yellow-billed cuckoo is suspected, the Contractor shall coordinate with Valley District to determine if additional focused or protocol surveys should be conducted. If additional surveys are determined to be necessary, Valley District would contract that work separate from this scope of work via contract modification or other means.

The location and number of chat breeding territories have been monitored incidentally to least Bell's vireo annual territory mapping in locations within the Santa Ana River for many years by SAWA. The location of breeding territories shall also be marked utilizing GPS based on locations of singing male chat during repeat visits as has been conducted according to the incidental methodology SAWA has implemented in the past (2019; 2020).

iii. General Requirements

The Consultant is responsible for obtaining rights of entry on all lands where surveys are to be conducted prior to the start of surveys.

The Consultant shall also collect pertinent information like GPS coordinates, notes and photographs whenever any HCP covered species or species covered by the Federal or State Endangered Species Acts are observed. A list of species covered by the HCP can be found here: https://www.uppersarhcp.com/covered_species.

b. *Baseline Monitoring to Measure Success of Restored Tributaries and Management of other Conservation Areas:*

The objective of monitoring at the Tributary Restoration Project areas and other Preserve Areas is to establish a record of baseline conditions prior to restoration and to demonstrate functional habitat improvement over time. The functional lift associated with increased health and abundance of native riparian plants and perennial water supply in the streams (for the restored tributaries only) is expected to result in an increase in populations of native species and improved reproductive success. We are open to survey methodology recommendations from the Consultant to achieve this objective based on experience and expertise in the field.

In order to meet this monitoring objective, the Consultant is expected to conduct at least 8 visits through the entirety of habitat suitable to each of the riparian bird species that are the focus of this SOW (least Bell's vireo, southwestern willow flycatcher, yellow-breasted chat, and western yellow-billed cuckoo) at each of the tributary restoration sites listed below and shown on Figure 2, Tributary Restoration Sites, attached. The Consultant is responsible for obtaining rights of entry on all lands where surveys are to be conducted prior to the start of surveys. There are 6 tributary restoration sites shown on Figure 2:

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

For least Bell's vireo, the Consultant shall follow the Least Bell's Vireo Survey Guidelines

(https://www.fws.gov/ventura/docs/species/protocols/lbv/leastbellsvireo_survey-guidelines.pdf) with the exception of deviations detailed in the paragraphs of this section of this SOW. Delineate the territory boundary of each vireo territory observed and collect points for each unpaired vireo observed. Intensive nest monitoring shall also occur on as many pairs as possible, but no less than 30% of the observed pairs unless otherwise coordinated with Valley District biologists. Data to be collected at the nest shall include the following parameters:

- Date vireo arrived
- Date paired
- Date of first nest
- Date of first eggs
- Number of eggs
- Number and age of nestlings
- Follow nest through fledging process to document success/failure
- If applicable, reason for failure
- Collect nest placement data (e.g. height above ground, type of plant, placement in plant, etc.)
- Date vireo last observed

Repeat this for every nesting attempt. The Consultant shall analyze and document nesting success, reproductive success, productivity values, parasitism, and depredation rates at each site and across all sites. This analysis shall then extend to a comparison to the rest of the watershed for a given year and across years at each location and watershed wide.

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

If nesting is suspected by the southwestern willow flycatcher or western yellow-billed cuckoo, the Contractor shall coordinate with Valley District to determine if additional survey effort is required. Any additional survey effort to monitor nests of southwestern willow flycatcher or western yellow-billed cuckoo would be contracted separately from this scope of work through contract modification or other means.

The Contractor shall coordinate with SAWA, OCWD, and other entities conducting least Bell's vireo, southwestern willow flycatcher, and other riparian bird surveys in the survey area to ensure double counting of birds and/or territories does not occur.

c. *Meetings*

The Consultant shall participate in an annual meeting. The purpose of the annual meeting is to provide the Valley District Board of Directors and stakeholders with a summary of observations made during the year. It is assumed that this annual meeting will include a PowerPoint presentation or similar format that summarizes information presented in the annual report, as described in 9. Deliverables, below.

6. COWBIRD TRAPPING

a. *Provide and Operate and Maintain 11 Cowbird Traps:*

The Consultant shall provide and operate and maintain 11 cowbird traps within the survey area during the 2023 survey season, unless otherwise coordinated and approved by Valley District. The Consultant shall coordinate the location of these traps with Valley District and other stakeholders to ensure traps are in locations that complement, rather than duplicate, other trapping efforts in the area. The Consultant shall obtain all rights of entry and permits necessary to place and operate and maintain the cowbird traps.

7. IMPACT CONSIDERATIONS

The Contractor shall provide a narrative on disturbances (i.e. fires, unhoused encampments, dumping, etc.) that were observed throughout the survey effort that could have had an impact on riparian bird presence, absence, or productivity. This analysis should include relevant maps, photographs, or other means to help visualize the potential impacts. Recommendations on how to avoid or minimize those potential impacts in the future and restore impacted areas shall also be included.

8. REPORTING

a. *Annual Reporting:*

An annual report shall be produced that documents the agreed upon methodologies that are utilized and survey results for each of the survey methods employed for each species, each site and across all sites. The annual report shall compare survey results from the current year to previous years and provide analysis on observed trends as well as provide recommendations for future monitoring and restoration efforts. The annual report shall also include cowbird trapping results for each trap. Cowbird trapping results shall be summarized in a spreadsheet that shows the number and species trapped for each trap along with other pertinent information, including but not limited to dates of capture and any mortality. This spreadsheet can be included as an appendix to the annual report. The annual report shall include pertinent maps and photographs to show relevant information including, but not limited to, areas surveyed, location of traps, location of observations and territories of least Bell's vireo, southwestern willow flycatcher, yellow-breasted chat, western yellow-billed cuckoo and any other species covered by the HCP or listed in the Federal or California Endangered Species Acts. The annual report shall also provide a narrative on disturbances encountered during the survey period as well as recommendations on how to avoid, minimize, or restore observed impacts as described in Section 7, above.

A draft report shall be provided to Valley District to review and comment on. The Contractor will incorporate comments from Valley District into a final report. This final report shall be provided to Valley District no later than January 31, 2024, unless otherwise coordinated with Valley District.

b. *Protocol Reports:*

If protocol surveys are triggered, the reports required by each of the triggered protocols shall be appended to the annual report. The annual report shall document analysis and discussion of observations of the field surveys.

9. DELIVERABLES

- a. Annual Reports: Annual reports to satisfy the Contractors' permit requirements (e.g. 10(a)1(a) permit or scientific collector's permit) shall be finalized and submitted to relevant agencies prior to deadlines required by those permits. A final annual report, as described in Section 9, above, and corresponding figures and maps shall be provided to Valley District no later than January 31, 2025, unless otherwise coordinated and approved by Valley District.
- b. Photographs: All photographs taken during surveys shall be provided to Valley District along with GPS points of where they were taken by January 31, 2025, or as requested by Valley District, unless otherwise coordinated and approved by Valley District.
- c. Mapping and GIS Data: All final iterations of spatial data created to support figures or analysis shall be provided to Valley District in ESRI ArcGIS formats by January 31, 2025, or as requested by Valley District, unless otherwise coordinated and approved by Valley District.

10. REFERENCES

- Hall, L.S. and A. Plesetz. 2020. Final report on bird counts on Nature Conservancy properties on the Santa Clara River. Unpublished report prepared for The Nature Conservancy, Ventura, CA.
- Hall, L.S., B.K. Orr, J.R. Hatten, A. Lambert, and T. Dudley. 2020. Final Report: Southwestern Willow Flycatcher (*Empidonax traillii extimus*) and Western Yellow-Billed Cuckoo (*Coccyzus americanus occidentalis*) surveys and habitat availability modeling on the Santa Clara River, California.
- Halterman, M.D., M.J. Johnson, J.A. Holmes, and S.A. Laymon. 2016. A Natural History Summary and Survey Protocol for the Western Distinct Population Segment of the Yellow-Billed Cuckoo: Draft. U.S. Fish and Wildlife Techniques and Methods.
- Hughes, J.M. 2020. Yellow-Billed Cuckoo (*Coccyzus americanus*), version 1.0. In *Birds of the World* (P.G. Rodewald, Editor). Cornell Lab of Ornithology, Ithaca, New York.
<https://doi.org/10.2173/bow.yebuc.01>
- McNeil, S.E., D. Tracy, J.R. Stanek, and J.E. Stanek. 2013. Yellow-Billed Cuckoo Distribution, Abundance and Habitat Use on the Lower Colorado River and Tributaries, 2008-2012 Summary Report. Unpublished report prepared for Lower Colorado River Multi-Species Conservation Program, Boulder City, Bureau of Reclamation.
- Ralph, C.J., Sauer, J.R., Droege, S., Technical Editors. 1995. Monitoring Bird Populations by Point Counts. General Technical Report PSW-GTR-149, Pacific Southwest Research Station, Forest Service, U.S. Department of Agriculture, Albany, California.
- Rourke, J.W., T.D. McCarthy, R.F. Davidson, and A.M. Santaniello. 1999. Southwestern Willow Flycatcher nest monitoring protocol: Nongame and Endangered Wildlife Program Technical Report 144, Arizona Game and Fish Department, Phoenix, Arizona.
- Santa Ana Watershed Association (SAWA). 2019. Status and Management of the Least Bell's Vireo and Southwestern Willow Flycatcher in the Santa Ana River Watershed, 2019, and Summary Data by Site and Watershed-Wide, 2000-2019. Prepared for U.S. Fish and Wildlife Service, U.S. Army Corp of Engineers,

San Bernardino Valley Municipal Water District, and Orange County Water District. December 2019.

SAWA. 2020. Status and Management of the Least Bell's Vireo and Southwestern Willow Flycatcher in the Santa Ana Watershed, 2020, and Summary Data by Site and Watershed-Wide, 2000-2020. Prepared for U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, San Bernardino Valley Municipal Water District, Orange County Water District.

Sogge, M.K., D. Ahlers, and S.J. Sferra. 2010. A natural history summary and survey protocol for the southwestern willow flycatcher: U.S. Geological Survey Techniques and Methods 2A-10.

Stillwater Sciences and ICF. 2021. Upper Santa Ana River Habitat Conservation Plan Comprehensive Adaptive Management and Monitoring Program: A Living Document – Version 1. September. Prepared by Stillwater Sciences, Los Angeles, CA and ICF, San Diego, CA for San Bernardino Valley Municipal Water District, San Bernardino, CA.

Figure 1: HCP Effects Monitoring Area

Legend

 HCP Effects Area

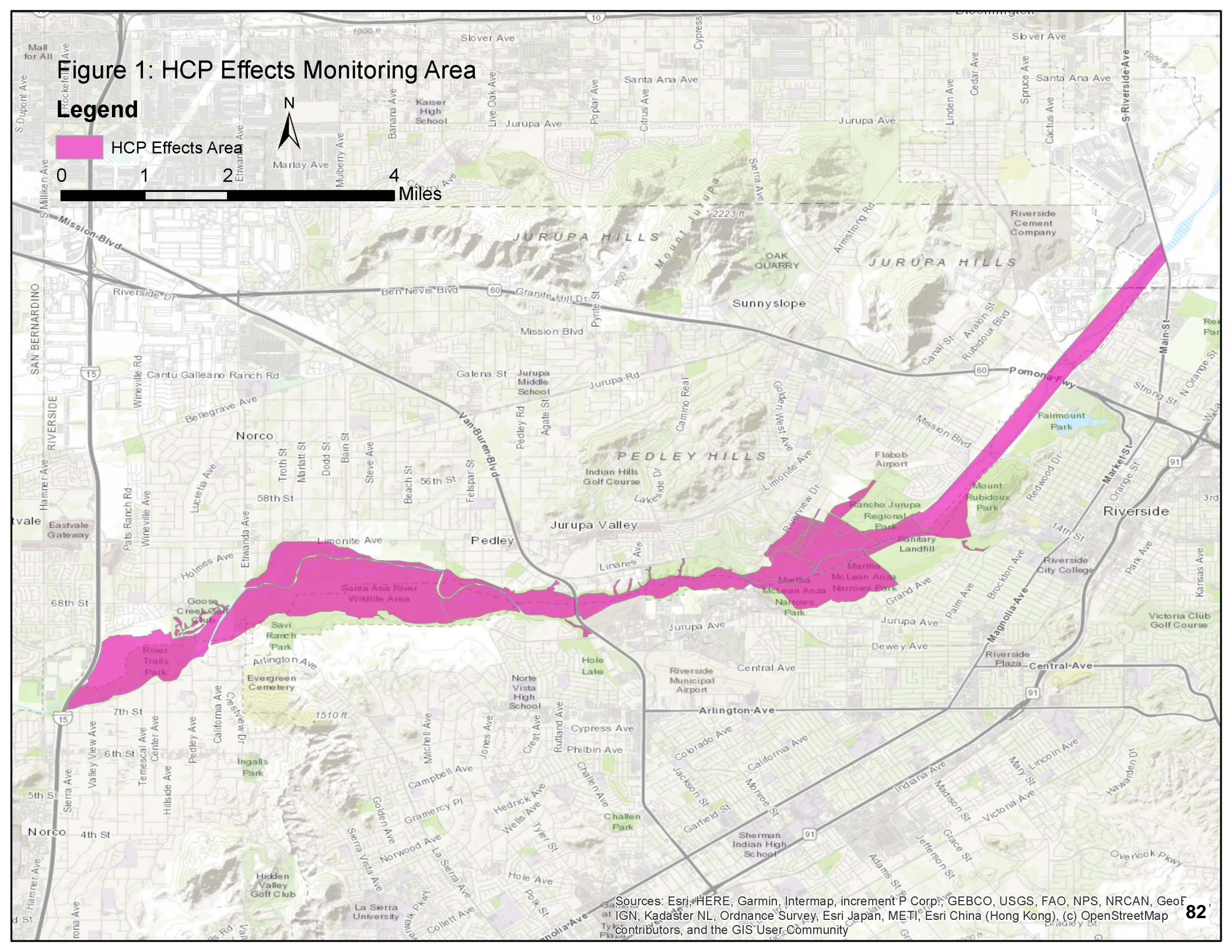
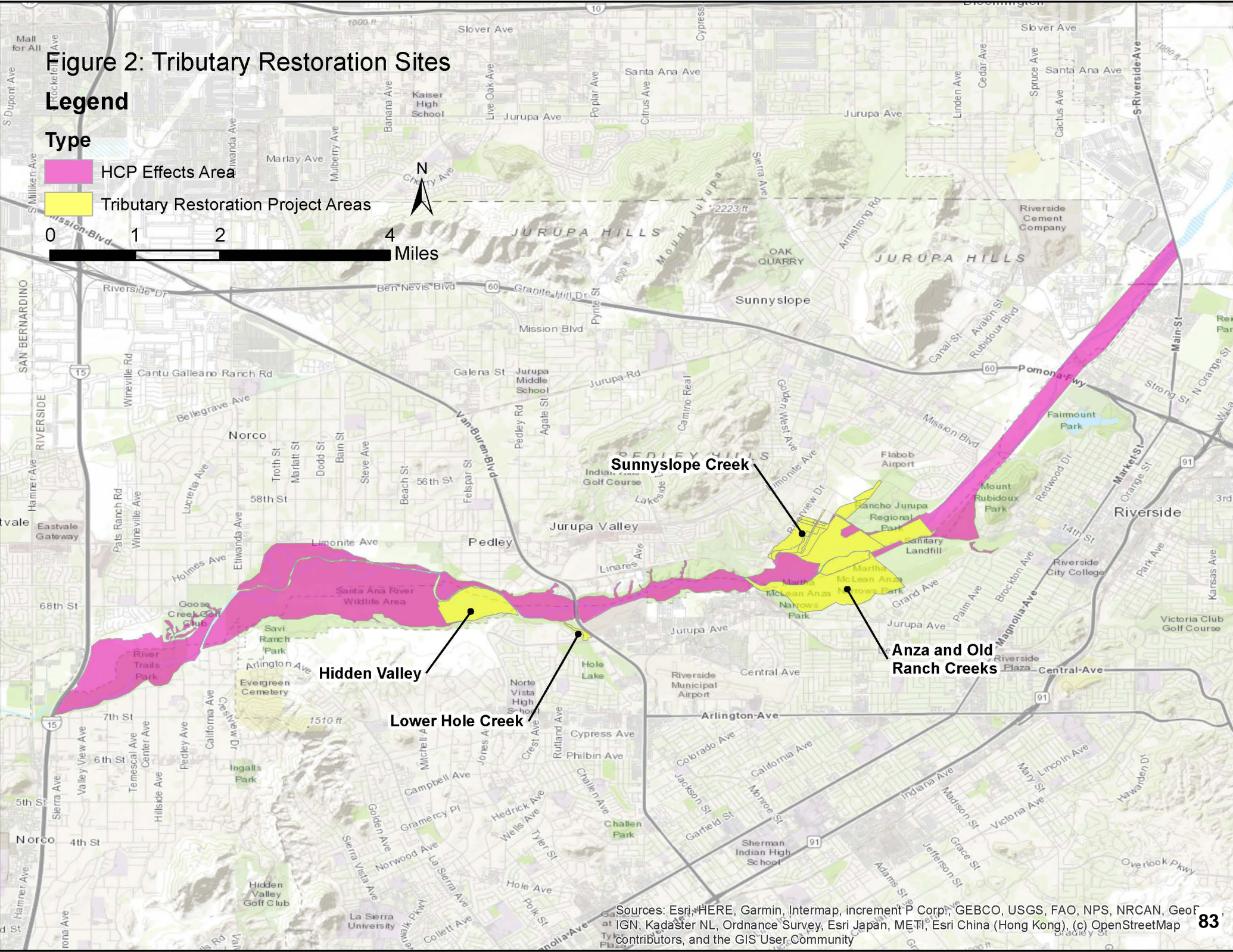


Figure 2: Tributary Restoration Sites

Legend

Type

- HCP Effects Area
- Tributary Restoration Project Areas



Upper SAR HCP 2024 Riparian Bird Monitoring and Cowbird Trapping Costs						
Task	Staff	Hourly Rate	Hours	Costs	Costs by Task	Total Costs
Baseline Monitoring for effects from HCP Covered Activities (Sec. I.a-d)	Vireo-permitted Biologist-JC	94.91	110	\$10,440.10		
Baseline Monitoring for effects from HCP Covered Activities (Sec. I.a-d)	Vireo-permitted Biologist-JB	94.02	100	\$9,402.00		
Baseline Monitoring for effects from HCP Covered Activities (Sec. I.a-d)	Vireo-permitted Biologist-LS	83.02	272	\$22,581.44		
Baseline Monitoring for effects from HCP Covered Activities (Sec. I.a-d)	Vireo-permitted Biologist-NM	83.02	300	\$24,906.00	\$67,329.54	
Baseline Monitoring to Measure Success of Restored Tributaries (Sec. II)	Vireo-permitted Biologist-LS	83.02	210	\$17,434.20		
Baseline Monitoring to Measure Success of Restored Tributaries (Sec. II)	Vireo-permitted Biologist-AB	144.92	128	\$18,549.76		
Baseline Monitoring to Measure Success in Sunnyslope Creek and adjacent habitat (Sec. II)	Vireo-permitted Biologist-EG	76.83	120	\$9,219.60	\$45,203.56	
Reporting (Sec. VIII.a and IX)	WHMS Manager	199.19	50	\$9,959.50		
	WHMS Supervisor	144.92	200	\$28,984.00		
	Vireo-permitted Biologist	90.00	650	\$58,500.00	\$97,443.50	
Total Annual Hours			2140			
Administration	WHMS Manager	199.19	35	\$6,971.65		
Monthly reports, annual meeting	WHMS Supervisor	144.92	20	\$2,898.40		
	Vireo-permitted Biologist	90.00	45	\$4,050.00	\$13,920.05	
Mileage Reimbursement			5300	\$3,816.00	\$3,816.00	
Total Avian Monitoring						\$227,712.65
Cowbird Trapping (11 traps) - (Sec. V)	WHMS Manager	199.19	10	\$1,991.90		
	WHMS Supervisor	144.92	45	\$6,521.40		
	Biologist Assistant	50.16	125.5	\$6,295.08		
	Seasonal Trap Assistant	31.45	350	\$11,007.50		
	Permitted Biologist	86.00	90	\$7,740.00		
Reporting (Sec. V and IX)	Permitted Biologist	90.00	91	\$8,190.00		
Total Annual Hours			711.5			
Supplies (seed, bowls, locks, etc)				\$411.18		
Mileage Reimbursement			7000	\$4,690.00		
Total Cowbird Trapping (Sec. V)						\$46,847.06
Overall Total (Avian Monitoring/Cowbird Trapping in Upper SAR)						\$274,559.71
Optional Tasks (Sec. VII)						
d. Sub-contract Security for High Risk Locations	Personal detail (estimate)	100.00	150	\$15,000.00		
Mileage Reimbursement			900	\$589.50	\$15,589.50	
Total Optional Task Costs (Sec VII.d)						\$15,589.50
2024 Total Costs (with one optional task)						\$290,149.21



DATE: March 19, 2024
TO: Board of Directors
FROM: Joanna Gibson, MS – Executive Director Upper SAR HCP Program
SUBJECT: Update on the Upper Santa Ana River Habitat Conservation Plan

Staff Recommendations

Receive and File.

Summary

Staff is providing a status update on the Upper Santa Ana River Habitat Conservation Plan, associated permits, and other related commitments.

Background

Due to numerous endangered and threatened species issues associated with water supply projects in the upper Santa Ana River watershed habitat conservation plan (HCP) is being collaboratively developed by staffs from Valley District and other agencies in our region with projects needing endangered and threatened species permit coverage. On April 15, 2014, the Board of Directors authorized Valley District's participation and role as lead agency for the development of the HCP. The HCP currently has eleven funding partners, including Valley District, and is close to completion.

The Permittees to the HCP include:

San Bernardino Valley Municipal Water District,
Rialto Utility Authority,
East Valley Water District,
West Valley Water District,
Inland Empire Utilities Agency,
Riverside Public Utilities,
Western Municipal Water District,
San Bernardino Valley Water Conservation
District,

San Bernardino Municipal Water Department,
Orange County Water District, and
Metropolitan Water District of Southern
California.

The Permittees will receive an Incidental Take Permit (ITP) issued from the U.S. Fish and Wildlife Service (USFWS), making them co-permittees. The 12th Permittee is Southern California Edison¹ (SCE). SCE may apply for a separate ITP under the HCP, if SCE chooses to pursue separate coverage. This separate ITP would provide incidental take coverage for Covered Activities proposed at hydroelectric facilities in San Antonio, Lytle, and Mill Creek, and the Santa Ana River and several tributaries. In total, the ITP will allow for the capture and recharge of approximately 80,000 afy of local water supply through new stormflow diversions, dry weather (runoff) diversions, and recharge of treated wastewater (>100 projects).

The HCP is a valuable tool because it provides a mechanism for Partners, Wildlife Agencies, and other stakeholders to collaboratively address impacts to federally listed species on a regional scale and over the long term. Together, Permittees will be able to anticipate, discuss, and/or resolve controversies and conflicts during the HCP planning process that may result from project implementation or compensatory mitigation.

To fully capitalize on the value of HCP planning efforts and our extensive mitigation needs, the scope of the HCP expanded into an environmental compliance program (Program). Components of this Program include:

- *Upper Santa Ana River Habitat Conservation Plan* – The HCP provides federal Endangered Species Act (ESA) Incidental Take Coverage that will allow Permittees to construct, operate, and maintain water infrastructure projects and other facilities for 50 years, which can be extended. Twenty-two species are covered (Covered Species) by the HCP including the Santa Ana sucker, San Bernardino kangaroo rat, Santa Ana River woolly-star, and least Bell's vireo, to name a few.
- *California Environmental Quality Act (CEQA) / National Environmental Policy Act (NEPA)* – CEQA and NEPA are typically developed simultaneously, however because of changes to the NEPA process in 2020 (imposition of page limits [150 pages], and timelines [one year]), the documents were separated. Though separate, it is important that they are consistent.
- *Multi-Project 2081 Permit(s)* – A Multi-project Incidental Take Permit application was submitted to the California Department of Fish and Wildlife (CDFW) for species listed as threatened and endangered under the California Endangered Species Act (CESA). Eight

¹ Or their transferee/assignee.

of the HCP Covered Species are State-listed under the California Endangered Species Act (7 endangered, 1 threatened).

- *Programmatic Aquatic Resources Permits* – Programmatic permits are being pursued to satisfy regulatory requirements for impacts to jurisdictional waters of the U.S. (U.S. Army Corps of Engineers (404, 408)) and/or waters of the State (Santa Ana Regional Water Quality Control Board (401), and California Department of Fish and Wildlife (Fish and Game Code Section 1602 Streambed Alteration Agreement)). Programmatic permits will outline the process for project-specific notification and streamlined review that will be used by Partners and regulators as Permittees are ready to build projects. The notification process will involve an essentially “templated” project-specific submission to each regulatory agency, followed by an expedited agency review and concurrence.
- *Compensatory Mitigation Reserve Program* - The primary objective of the HCP conservation activities is to increase the amount, distribution, and quality of habitat for Covered Species within the HCP Planning Area in a manner that replaces the environmental values lost or degraded with the implementation of Covered Activities. Recent land acquisitions have significantly contributed to the HCP Program’s ability to fulfill these requirements.
- *Tributaries Restoration Projects* – These projects are a component of the HCP Program. Four tributaries along the Santa Ana River in Riverside are proposed for restoration through the Santa Ana River Conservation and Conjunctive Use Project (SARCCUP). The SAWPA member agencies received \$4M in grant money and will provide \$6M in local matching funds towards restoration of four tributaries to the SAR. An additional \$5M in grant funding has been awarded by the Bureau of Reclamation for the Anza Creek Tributary Restoration Project (\$2M), and the Hidden Valley Creek Restoration Project (\$3M).
- *Up-Front Mitigation* - In addition to the SARCCUP projects, early habitat acquisition and uplift (habitat improvement) strategies are being implemented at some of our alluvial fan mitigation sites to ensure that the HCP Program can “stay-ahead” of impacts. If mitigation were to follow impacts, there would be a temporal loss of available habitat for Covered Species. This temporal loss would require additional mitigation and expense to the Permittees. Significant progress has been made on land acquisition, and habitat improvement actions are underway at multiple sites.

- *Santa Ana sucker* – Multiple mitigation and conservation strategies are being pursued, developed, and implemented to satisfy commitments identified in existing permits/agreements (e.g., Sterling Natural Resource Center). In 2023 we made significant progress in the implementation of these strategies and can now document that our proposed strategy is effective.

- *Upper Santa Ana River Sustainable Resources Alliance* – The HCP Program will be implemented by the Upper Santa Ana River Sustainable Resources Alliance, a joint powers authority.

At this workshop, staff will present an overview and update on progress of the Upper Santa Ana River HCP Program and associated permitting efforts.

District Strategic Plan Application

Development and completion of the HCP is a goal of Valley District's Strategic Plan.

Fiscal Impact

Informational update.

Attachment

None.



A REGIONAL WATER AGENCY
SINCE 1954

DATE: March 19, 2024
TO: Board of Directors
FROM: Heather Dyer, Chief Executive Officer/General Manager
SUBJECT: CEO/General Manager's Report

In this report:

- I. Engagement Activities**
- II. Santa Ana River Enhanced Recharge Project Phase 1-B**
- III. Cactus Basins Recharge**
- IV. Regional Recycled Water System (RRWS) Construction, Weaver Basins and Regional Pipeline**
- V. CSUSB Institute for Watershed Resiliency- Regional Water Fellowship**
- VI. Santa Ana River Science and Conservation Symposium**
- VII. Bear Valley Mutual Water Company Annual Shareholders meeting**
- VIII. CEO/ General Manager Upcoming Speaking Engagements**
- IX. Project Updates**

The following is an update from the Chief Executive Officer/General Manager on the status of several items at the Agency.

I. Engagement Activities

The Board of Directors, Heather Dyer, and staff have participated in multiple community and industry events in recent months to highlight the on-going priorities of the Strategic Plan.

Activities have included:

- February 22- The Agency hosted the 70th Anniversary Commemorative Dinner including a formal program sharing past, present and future endeavors, peer agency recognitions, and other celebratory activities.
- February 28- Heather met with over 200 local female students from the Redlands Unified School District who are interested in STEM careers and highlighted leadership experience and professional development at the Academy for Academic University Women's STEM Conference.
- March 6- The Agency continued receiving community feedback at the Sunrise Ranch Master Plan Workshop 3.

II. Santa Ana River Enhanced Recharge Project Phase 1-B

On March 7, 2023, the Board of Directors approved the award of the construction contract for the Enhanced Recharge in the SARER Phase 1-B to Bogh Engineering, Inc. based on the bid amount of \$51,380,900. Significant progress has been made on the project:

- All five of the southern B Basins are online, full of water, and recharging!
- Precision grading continuing for northern B Basins.
- Excavation has started in the A Basins.
- Work on the main channel is ongoing.

The Project continues to be ahead of schedule and within budget.

III. Sunrise Ranch Master Plan

In continuing the Master Plan effort, the Agency held the third public workshop on Wednesday, March 6, from 5:30 p.m. to 7:00 p.m. at the Ayres Hotel in Rialto. The Agency promoted this event through its website, social media, flyers, and emails to interested parties who attended previous workshops. Staff provided a detailed presentation on the Master Plan's progress and development during the workshop and engaged in answering questions and discussions with the public after the presentation.

Staff has scheduled the fourth (final) public workshop to gather community feedback on Tuesday, June 18, 2024, to be located at the Event Center at the Bear Springs Hotel in Highland.

IV. Cactus Basins Recharge

Staff is working on two activities related to Cactus Basins recharge:

- At a staff level with the County technical staff, developing principles for a draft Memorandum of Agreement (MOA) to collaborate with San Bernardino County on preparation of an Adaptive Management Plan. Agency and County staff met on March 7 and have another meeting scheduled for March 21 to review the draft MOA; and
- Scheduling a meeting with elected officials of the County, our Agency, and the Rialto Colton Groundwater Council representatives to build support for moving forward with development of the Adaptive Management Plan and recharge at Cactus Basins. We anticipate that meeting to take place in late March or early April.

V. Regional Recycled Water System (RRWS) Construction, Weaver Basins and Regional Pipeline

In January 2024, the RRWS was substantially completed, and a Joint Operations Agreement was developed and approved by both East Valley Water District (East Valley) and San Bernardino Valley's Boards of Directors. The Weaver Basins have begun to receive minor flows from the Sterling Natural Resource Center (SNRC), and flows will continue to increase as East Valley is ramping up operations at SNRC. Approximately 50% of the wastewater flow cutovers into SNRC have been completed to date. Permanent paving along Greenspot Road from the 210 Freeway to Boulder Avenue took place during the week of March 11.

There will be two commemorative events for this regional milestone. East Valley will be hosting an SNRC ribbon cutting ceremony at 10:00 a.m. on May 3, 2024. San Bernardino Valley will be hosting a ribbon cutting celebrating the Regional Recycled Water System in 2024 in mid-2024.

VI. CSUSB Institute for Watershed Resiliency- Regional Water Fellowship

San Bernardino Valley staff are continuing to work with the Fellows. They have started work on a water temperature study along the mainstem of the Santa Ana River, and wildlife camera deployment at several sites. The Agency is actively inviting the Fellows to participate in various professional development and engagement opportunities.

VII. Bear Valley Annual Shareholders meeting

As appointed by the Board of Directors, District Chief Operating Officer/Assistant General Manager, Wen Huang, attended the Bear Valley Mutual Water Company (BVMWC) Annual Meeting held at 10 am on February 20, 2024 on behalf of the District. In addition to routine business items, the BVMWC Board received a General Manager's report summarizing the 2023 company operations and elected new Directors. The Board also received a presentation by the City of Big Bear Lake regarding an update on the ground lease for 19 acres of BVMWC-owned land before adjoining the meeting.

VIII. CEO/ General Manager Upcoming Speaking Engagements

- April 14-18 - NHCPC Federal Legislative Office Visits, Washington, DC

IX. Project Updates

See attached.

Staff Recommendation

Receive and file.

Agendas: 3 Month Look Ahead

Item	April	May	June
Agua Mansa Brine Lateral Project Status Update		X	
Basin Optimization Plan, Phase 1 Update (On-going items)			X
Cost of Service Study (On-going)			X
EBX/ Central Feeder Equipment			X
Legislative Principles	X		
Louis Rubidoux Parkland and Pecan Grove (LRPPG) Project Update			X
State Legislative Update		X	
Federal Legislative Update	X		
Program for the Expansion of Recharge Capacity (PERC)		X	
Project Status Update for the Sunrise Ranch Master Plan			X
Quarterly Investment Portfolio Update from PFM Asset Management		X	
San Bernardino Valley Foundations Summit	X		
Consultant Selection for Update of Hazard Mitigation Plan	X		
Seven Oaks Dam Lawsuit Settlement Update	X		
Strategic Communications Look Ahead		X	
Upper SAR HCP Final Environmental Impact Report and Joint Powers Authority Agreement	X		
Water Sales Agreement w/ SB County for Glen Helen area		X	

Project Status Updates

Item	Status	Estimated Next Board Update or Action
70 th Anniversary Commemoration	Staff is coordinating on-going events including the Foundations Summit Program, social media engagement, and promotional items.	April 2024
AECOM Tunneling Feasibility Study for Foothill Pipeline Crossing at City Creek Project	In progress. Feasibility study completed in 2023 and design phase is about 50% completed. Board consideration for construction bid award will take place in Fall 2024.	Fall 2024
Basin Optimization Plan, WSC and Dopudja & Wells	In progress. Workshops #1, 2, and 3 were held in 2023. Interviews with retail water agencies were conducted in September-October. A summary update will be presented to Board in Summer 2024.	Summer 2024
Bay-Delta Water Quality Control Plan Update	State Water Resources Control Board conducting hearings. Bob Tincher presented at the December 11, 2023 hearing in support of the Healthy Rivers and Landscapes Alternative (voluntary agreements).	Early 2024 - Healthy Rivers and Landscapes scientific basis report Late 2024 – Consider adoption of Bay Delta Water Quality Control Plan Update
Board Handbook	In progress. Initial review with Board; Workshop was held on Sept. 26. Final review of all changes to be considered by the Board in 2024.	2024
Bunker Hill Conjunctive Use Project Plan as part of the Three-Party Agreement between San Geronio Pass Water Agency (SGPWA), San Bernardino Valley, and Yucaipa Valley Water District, Geoscience,	In progress. Project partners and stakeholder coordination is ongoing. Stakeholder meeting with staff was held in January 2024. A Congressional	Mid 2024

Inc. Modeling	appropriation funding request has been submitted for a portion of anticipated construction costs.	
Cactus Basins Recharge	Staff is preparing a draft Memorandum of Agreement to collaborate with San Bernardino County and preparing for an April 24 meeting with elected officials to build support for moving forward.	2024
Climate Adaptation and Resilience Plan (CARP) with expanded stakeholder engagement, Rincon	In progress. Draft report is being prepared. The Board was updated at the March 7 Policy/ Administration workshop. Climate Resilience Committee meeting is scheduled for April 8.	April 2024
Cost of Service Study	Staff has identified consultant to assist with study which will be done in phases. Cost of Service committee met on March 14 to review scope of service and strategy to complete study before bringing contract to full Board.	2024
County Line Road Basin Recharge Project	In progress. Project partners are coordinating the start of the pipeline construction contract award. Staff is seeking grant funding for the construction of the recharge basin.	Summer 2024
Delta Conveyance Proposed Amendment to State Water Project Contract	Draft agreement in February 2024. Final agreement to follow.	2027
East Branch Extension and Central Feeder Intertie Project - Equipment Procurements	Materials procurement in progress.	Award for construction - early 2024
Grant application to DWR, \$7 million for 2022 Urban Community Drought Relief Grant (\$4 million for conjunctive use wells; \$3 million for water conservation programs)	Funding awarded. Grant agreement in progress.	Contractor considerations, pending grant agreement.
ESRI Enterprise Advantage Program	In progress. Anticipated action/update in 2024 at completion of program and if 3 rd year option is exercised.	Mid-2024
Foothill Pump Station and Inland Feeder Intertie Project	Staff are finalizing a joint operational agreement with Metropolitan Water District staff. Metropolitan is working on	Summer 2024

	options to mitigate for San Bernardino kangaroo rat.	
Forecast-Informed Reservoir Operations (FIRO) at Seven Oaks Dam Preliminary Viability Assessment, UC San Diego & USACOE	In progress. District staff are heavily involved with Scripps and other partners in preparing the Work Plan for FIRO at Seven Oaks Dam.	Summer 2024
Headwaters Resiliency Partnership	In progress. Staff coordinating with partners on partnership development, monitoring plans, and implementation of partner projects.	When needed
Louis Rubidoux Parkland & Pecan Grove (LRPPG) Master Plan Development	In progress. Community meetings completed. Individual interviews planned. Planning by project partners is ongoing.	June 2024
LRPPG Opportunities and Constraints Analysis	Contracting is underway.	April 2024
Native Fish Habitat Enhancement Structures in the Santa Ana River, Scheevel Engineering Design and Construction	Pilot projects have been constructed and results measured. Pilot structures are performing well; may not need larger structures.	When needed
Regional Recycled Water System Construction, Weaver Basins and Regional Pipeline	Construction has been substantially completed. A Joint Operations Agreement with EVWD was developed and was executed in January 2024. A ribbon-cutting ceremony is being planned at the Weaver Basins for Spring 2024.	Spring 2024
Regional Salt Mitigation Feasibility Study, Rincon	In progress. An update was provided to the Board on October 10. Regional Recycled Water Coalition Amendments to the MOU and Cost Share agreements were approved by all Boards in November; the feasibility study kicked off in November.	Update as needed
Salt and Nutrient Management Plan for the Upper Santa Ana River Watershed Groundwater Basins	In progress. Multi-agency technical team coordination is ongoing.	April 2024

Santa Ana Low Turnout Upgrades	Environmental Complete. NOE filed with San Bernardino County Clerk December 5, 2022. Work currently underway.	Summer 2024
Santa Ana River Enhanced Recharge Phase 1-B	In progress. Five basins are online and recharging. Work is continuing on the remaining basins and significant progress has been made on channel improvements. The project continues to be ahead of schedule and on budget.	Updated as needed
Sites Reservoir Project Governance Approach and Accompanying Agreements	Suggested approach was presented at the October 10 Workshop. Final draft of agreements in second quarter 2024. Joint workshop with SGPWA to present final draft of agreements.	June 2024
Sunrise Ranch Property Master Plan	In progress. The third public workshop was held on March 6 and the fourth workshop is scheduled for June 18. Staff provided a status update to the Board on February 20. The next status update is anticipated in May or June 2024.	May/June 2024
Upper Santa Ana River Habitat Conservation Plan	Document continues to be under review by the USFWS. Final EIR and NEPA waiting on USFWS review completion. Update will be provided in March 2024.	March 2024

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
 RECAP OF DIRECTORS FEES AND EXPENSE REIMBURSEMENT
 PAID IN THE MONTH OF FEBRUARY 2024**

	GIL BOTELLO	MILFORD HARRISON	JUNE HAYES	PAUL KIELHOLD	SUSAN LONGVILLE
DIRECTOR COMPENSATION - JANUARY MEETINGS	2,990.00	2,990.00	2,990.00	897.00	2,990.00
EXPENDITURES / REIMBURSEMENTS					
EDUCATION					
ASSOCIATION OF S.B. COUNTY SPECIAL DISTRICT ASSN - 2/26/24		42.00	42.00		
TRAVEL					
MILEAGE REIMBURSEMENT - MEETINGS OUTSIDE DISTRICT SERVICE AREA					
MILEAGE REIMBURSEMENT - MEETINGS WITHIN DISTRICT SERVICE AREA					
SITES RESERVOIR MEETING, MAXWELL, CA			151.05		
NATIONAL HCP CONFERENCE - SHEPHERDSTOWN, WV		1,005.05			
SCWC QUARTERLY LUNCHEON - RIVERSIDE, CA			21.00		
MEALS					
SITES RESERVOIR MEETING, MAXWELL, CA			18.08		
ACWA FALL CONFERENCE, INDIAN WELLS			57.80		
NATIONAL HCP CONFERENCE - SHEPHERDSTOWN, WV		46.88			
LODGING					
SITES RESERVOIR MEETING, MAXWELL, CA			142.16		
ACWA FALL CONFERENCE, INDIAN WELLS			662.14		
MISCELLANEOUS					

THIS REPORT IS PROVIDED IN ACCORDANCE TO RESOLUTION 1100

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

Director's Activity Report

Director's Name _____

Month Reporting Activity _____

	Date	Meeting/Activity Description	Explanation <small>Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. <i>(Not required for Valley District meetings)</i></small>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
			Total Requested Compensation		

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

Signed: _____

Date: _____



Director Request for Compensation & Public Disclosure Form

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

Month Reporting Activity **FEBRUARY 2024**

	Date	Meeting/Activity Description	Explanation <small>Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. (Not required for Valley District meetings)</small>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1	02/01/2024	Workshop - Policy	PUBLISHED AGENDA	\$299	
2	02/02/2024	Other	CONF. WITH SBD AIRPORT RE: AIRCRAFT REQUESTS	\$299	
3	02/05/2024	Assigned Committee Mtg	BTAC POSTED AGENDA	\$299	
4	02/06/2024	Valley District Board Mtg 1	POSTED AGENDA	\$299	
5	02/07/2024	Chamber of Commerce Mtg	LOMA LINDA CHAMBER OF COMMERCE	\$299	
6	02/09/2024	CSDA Mtg	LEGISLATIVE COMMITTEE POSTED AGENDA	\$299	
7	02/12/2024	CSDA Mtg	ASBCSD BOARD POSTED AGENDA	\$299	
8	02/13/2024	Workshop - Engineering	POSTED AGENDA	\$299	
9	02/14/2024	Chamber of Commerce Mtg	GRAND TERRACE CHAMBER	\$299	
10	02/15/2024	So. Cal. Water Coalition Mtg	ESRI CONFERENCE	\$299	
11	02/20/2024	Valley District Board Mtg 2	POSTED AGENDA	Per diem?	
12	02/22/2024	Assigned Committee Mtg	SANTA ANA RIVER TRAIL COMMITTEE	Per diem?	
13	02/26/2024	CSDA Mtg	ASBCSD DINNER MEETING	Per diem?	
14	02/29/2024	ASSEMBLY MEMBER CONFERENCE	ASSEMBLY MEMBER ELOISE REYES LOMA LINDA UNIVERSITY CONF. AND REPORT	Per diem?	
15		Select from List		Per diem?	
Total Requested Compensation				\$ 2,990.00	\$ 0.00

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

Signed: **T. MILFORD HARRISON** Digitally signed by T. MILFORD HARRISON
Date: 2024.03.07 12:22:45 -08'00'

Date: **03/07/2024**

Director's Activity Report

Director's Name June Hayes

Month Reporting Activity February

#	Date	Meeting/Activity Description	Explanation <small>Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. (Not required for Valley District meetings)</small>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1	02/01/2024	Workshop - Policy/Admin		\$299	
2	02/01/2024	Retail Agency Board Meeting	wwwd	\$0	
3	02/02/2024	WACO		\$299	
4	02/05/2024	BTAC		\$299	
5	02/06/2024	SB Valley Board Mtg 1		\$299	
6	02/13/2024	Other	Phone meeting with Kat	\$0	
7	02/13/2024	Other	Meeting with SGPWA	\$0	
8	02/14/2024	SBV Water Conservation District Mtg		\$299	
9	02/15/2024	Other	Science Symposium	\$299	
10	02/20/2024	SB Valley Board Mtg 2		\$299	
11	02/21/2024	Other	Meeting with Kat	\$299	
12	02/22/2024	Other	70th anniversary celebration	\$299	
13	02/26/2024	ASBCSD Dinner		\$299	
14		Select from List		Per diem?	
15		Select from List		Per diem?	
Total Requested Compensation				\$ 2,990.00	

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

Signed: June D Hayes  Digitally signed by June D Hayes
Date: 2024.03.03 13:44:11 -08'00'

Date: 03/03/2024



Director's Activity Report

Director's Name Paul Kielhold

Month Reporting Activity February 2024

	Date	Meeting/Activity Description	Explanation <small>Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. (Not required for Valley District meetings)</small>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1	2/1/24	Workshop - Policy		\$299	
2	2/6/24	Valley District Board Mtg 1		\$299	
3	2/13/24	Other	Speical Board Mtg. w/SGPWA re: Delta Conveyance	\$299	
4	2/14/24	SBV Water Conservation District Mtg		\$299	
5	2/14/24	Retail Agency Board Meeting	EVWD	\$0	
6	2/15/24	Other	Santa Ana River Science and Consertvation Symposium	\$299	
7	2/16/24	Other	South Mesa Water Company / SGPWA Groundbreaking for Recharge Basin	\$299	
8	2/20/24	Valley District Board Mtg 2		\$299	
9	2/22/24	Other	70th Anniversary	\$299	
10	2/27/24	Other	Meet with Kat Rippy - Board Facilitator	\$299	
11	2/27/24	Other	EVWD Human and Financial Resource Committee	\$0	
12	2/29/24	Other	SBV Conservation Trust	\$299	
13				\$0	
14				\$0	
15				\$0	
Total Requested Compensation				\$2990.00	\$ 0.00

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

Signed: Paul Kielhold

Date: March 4, 2024

Director's Activity Report

Director's Name _____

Month Reporting Activity _____

	Date	Meeting/Activity Description	Explanation <small>Provide description of the meeting or activity and brief explanation on the benefits to the District and work of the Board by your attendance. <i>(Not required for Valley District meetings)</i></small>	Max 10/month	Travel Cost Estimate <i>(Staff)</i>
1					
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			Total Requested Compensation		

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

Signed: 

Date: 



DATE: March 19, 2024
TO: Board of Directors
FROM: Michael Plinski, Chief of Water Resources
SUBJECT: Water Delivery Report

The following amounts of water were delivered by San Bernardino Valley Municipal Water District:
(in acre-ft)

	February	Year to Date
State Water Project	2,271	7,936
Groundwater		
Baseline Feeder Wells	311	649
San Bernardino Avenue Well	0	0
Santa Ana River Diversions	0	0



San Bernardino Valley Municipal Water District

Delivery of Water For Calendar Year 2024 -- Acre Feet

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
IMPORTED WATER SUPPLIES													
STATE WATER PROJECT DELIVERY CATEGORIES													
Yuba Accord Water (14-819)													
Article-21													
MWDSC Transfer													
CLAWA exchange water SWPAO #23014 & 15													
Kern Delta Water Bank (11-015)													
Carryover and Table A	6,000.0												6,000.0
* SWP into SBV Service Area (DWR Meters)	6,000.0												6,000.0
RECHARGE DELIVERIES													
Sweetwater													
Sweetwater - SBB GC	245.0												245.0
Sweetwater - Valley District													
Badger													
Badger - SBB GC													
Waterman													
Waterman - SBB GC	669.9												669.9
Waterman - Valley District													
Waterman - BLF Obligation to SBB (RHWC)													
Waterman - SBB Non-GC Contribution (SBVWCD)													
Waterman - SNRC Settlement Agreement													
Patton													
Patton - SBB GC													
City Creek													
City Creek - SBB GC													
Santa Ana Low													
Santa Ana Low - EVWD BB Agreement													
Santa Ana Low - SBB GC	2,199.6	556.0											2,755.6
Santa Ana Low - BVMWC (purchase)													
Santa Ana Low - Redlands (purchase)													
Santa Ana Low - Valley District													
Plunge Creek Spreading													
Northfork - SBB GC													
Plunge Creek - Valley District													
Mill Creek Spreading													
Mill Creek Spreading - Redlands													
Mill Creek Spreading - Valley District													
Lower Mill Creek - SBB GC													
Mill Creek Spreading - SBB GC	1,522.3	958.2											2,480.5
S.A.R.C.													
S.A.R.C. to Redlands Aqueduct Recharge (purchase)													
S.A.R.C. to Conservation District - SBB GC Recharge	229.1	49											278.1
S.A.R.C. to Redlands - SBB GC Recharge													
Zanja East Weir to WCD - Valley District													
Zanja East Weir to WCD - Valley District													
Wilson Creek													
Wilson Creek - YVWD	99.0	58.2											157.2
Wilson Basin - Valley District													
Oak Glen Basin - Valley District													
Oak Glen Basins - YVWD													
Sub-total Recharge	4,964.9	1,621.4											6,586.3

Delivery of Water For Calendar Year 2024 -- Acre Feet

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
DIRECT DELIVERIES													
Lytle Creek													
WVWD	46.3	76.4											122.7
Marygold Mutual													
RHWC													
SB County - Glen Helen													
IEUA/MWDSC (MWDSC SWP Water) - Calculated by WVWD													
WMWD/MWDSC (MWDSC SWP Water)													
Lytle Creek - Fontana Water Company WTP													
Lytle Creek - Fontana Water Company - CEMEX	46.6	25.5											72.1
SALES/RETURNS/BANKING													
CLAWA Sale (#07-025)													
CLAWA Exchange (08-063)													
CLAWA Exchange (09-079)													
EVWD Plant 134													
EVWD Plant 134 BB Agreement (In-Lieu)													
EVWD Plant 134 - BVMWC purchase (for EVWD)													
EVWD Plant 134 - EVWD (purchase)		174.3											174.3
Northfork													
Northfork - EVWD (purchase)	119.6												119.6
Northfork - EVWD - BB Agreement													
Northfork - BVMWC purchase (for EVWD)													
Edwards Canal Pump - BB Agreement													
S.A.R.C.													
S.A.R.C. - Valley District													
S.A.R.C. to Redlands Aqueduct - Redlands (purchase)													
S.A.R.C. to Redlands Aqueduct - BB Agreement													
S.A.R.C. to Redlands Aqueduct - BVMWC purchase (for Redlands)													
East Valley W.D. Greenspot Road													
Bear Valley Highline Connector													
SB County Flood Control Grove													
Newport Ave.													
Newport Ave. - Greenspot Mutual													
Newport Ave. - BVMWC													
Newport Ave. - In-Lieu													
Tres Lagos													
Tres Lagos - Greenspot Mutual													
Tres Lagos - BVMWC													
Tres Lagos - In-Lieu													
Unger Lane to Zanja													
Unger Lane to Zanja - Crafton - BVMWC In-Lieu													
Unger Lane to Zanja - Crafton - BVMWC													
Boullioun Box													
Boullioun Box to Zanja													
Boullioun Box to Highline In-Lieu													
Boullioun Box to Highline - BVMWC	138.6	34.4											173.0
City of Redlands													
City of Redlands - Tate Treatment In-Lieu													
City of Redlands - Tate Treatment													
Yucaipa Regional Park	8.8												8.8
YVWD TP	340.0	339.0											679.0
Western Heights													
<i>Sub-total Direct Deliveries within SBV Service Area</i>	699.9	649.6											1,349.5
<i>SGPWA Service Area</i>	717.0	906.3											1,623.3
<i>Sub-total Direct Deliveries (SBV + SGPWA)</i>	1,416.9	1,555.9											2,972.8

Delivery of Water For Calendar Year 2024 -- Acre Feet

Measurement / Delivery Point	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
SUMMARY													
Recharge in SBV Service Area	4,964.9	1,621.4											6,586.3
Direct Deliveries in SBV Service Area	699.9	649.6											1,349.5
* Deliveries to SGPWA Service Area	717.0	906.3											1,623.3
* Total Deliveries	6,381.8	3,177.3											9,559.1
Total Deliveries within SBV Service Area	5,664.8	2,271.0											7,935.8
SAN BERNARDINO BASIN PUMPING													
<u>Baseline Feeder</u>													
Ninth Street North Replacement Well	1.3	311.4											312.7
Ninth Street South Replacement Well	336.2												336.2
<i>Sub-total Baseline Feeder</i>	337.5	311.4											648.9
San Bernardino Avenue Well No. 1 - Redlands													
San Bernardino Avenue Well No. 1 - Redlands - In Lieu													
Redlands Pump Station													
De-watering Well # 1													
De-watering Well # 2													
Total San Bernardino Basin Pumping	337.5	311.4											648.9
TOTAL Water in SBVMWD Facilities	6,002.3	2,582.4											8,584.7

* Pending final verification by San Bernardino Valley and Department of Water Resources staff.



**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
TREASURER'S REPORT
FOR THE MONTH OF FEBRUARY 2024**

RECOMMENDATION:

APPROVE THE EXPENSES FOR THE MONTH OF FEBRUARY 2024
FOR THE FOLLOWING FUNDS:

STATE WATER CONTRACT FUND	\$ 7,839,669.67
GENERAL FUND	\$ 18,663,912.02

STATE WATER CONTRACT FUND

Profit & Loss

February 2024

	<u>Feb 24</u>
Income	
4920 · INVESTMENT INCOME	(220,672.81)
4966 · PROPERTY TAXES	4,613,011.87
Total Income	<u>4,392,339.06</u>
Expense	
6280 · FIELD IMPROVEMENTS	180,485.67
6610 · MINIMUM OMP&R TRANSPORTATION	2,022,046.00
6615 · MINIMUM OMP&R DELTA	445,655.00
6620 · VARIABLE	1,733,033.00
6630 · OFF AQUEDUCT VARIABLE	9,750.00
6635 · EAST BRANCH ENLARGEMENT	24,700.00
6650 · SITES RESERVOIR PROJECT	3,424,000.00
Total Expense	<u>7,839,669.67</u>
Net Income	<u><u>(3,447,330.61)</u></u>

STATE WATER CONTRACT FUND
Profit & Loss Budget vs. Actual
July 2023 through February 2024

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
Income				
4920 · INVESTMENT INCOME	18,468,547.34	10,800,000.00	7,668,547.34	171.0%
4940 · SUCCESSOR AGENCY RDA PASS TH...	24,686,548.20	24,686,500.00	48.20	100.0%
4950 · RETURN OF RESERVES/BOND COVER	3,548,010.00	3,548,000.00	10.00	100.0%
4966 · PROPERTY TAXES	40,179,498.42	40,179,250.00	248.42	100.0%
Total Income	86,882,603.96	79,213,750.00	7,668,853.96	109.7%
Expense				
6280 · FIELD IMPROVEMENTS	450,112.15	450,250.00	(137.85)	100.0%
6380 · AUDIT FEES	36,659.00	36,750.00	(91.00)	99.8%
6410 · STATE WATER CONTRACTOR FEES	251,070.00	251,075.00	(5.00)	100.0%
6601 · CAPITAL COST DELTA	2,681,663.00	2,681,663.00	0.00	100.0%
6605 · CAPITAL COST TRANSPORTATION	1,092,320.00	1,092,320.00	0.00	100.0%
6610 · MINIMUM OMP&R TRANSPORTATION	14,816,522.00	14,816,522.00	0.00	100.0%
6615 · MINIMUM OMP&R DELTA	3,613,780.00	3,613,780.00	0.00	100.0%
6620 · VARIABLE	15,857,454.07	15,857,500.00	(45.93)	100.0%
6625 · WATER SYSTEM REVENUE BOND	3,617,321.00	3,617,321.00	0.00	100.0%
6630 · OFF AQUEDUCT VARIABLE	49,102.00	49,102.00	0.00	100.0%
6635 · EAST BRANCH ENLARGEMENT	243,464.00	243,464.00	0.00	100.0%
6640 · EAST BRANCH EXTENSION	23,456,898.00	23,456,922.00	(24.00)	100.0%
6645 · TEHACHAPI 2ND AFTERBAY	130,570.00	130,570.00	0.00	100.0%
6650 · SITES RESERVOIR PROJECT	3,424,000.00	3,424,000.00	0.00	100.0%
Total Expense	69,720,935.22	69,721,239.00	(303.78)	100.0%
Net Income	17,161,668.74	9,492,511.00	7,669,157.74	180.8%

SAN BERNARDINO VALLEY MWD GENERAL FUND

Profit & Loss

February 2024

	<u>Feb 24</u>
Income	
4900 · WATER SALES	357,009.47
4920 · INVESTMENT INCOME	220,932.88
4929 · BASELINE FEEDER CAP. CONTRIB.	25,580.80
4950 · OTHER INCOME	1,879,686.04
4966 · S.B. CO TAXES	427,495.34
4977 · RIVERSIDE CO TAXES	3,832.45
	<hr/>
Total Income	2,914,536.98
	<hr/>
Gross Profit	2,914,536.98
	<hr/>
Expense	
6100 · SALARIES	497,507.60
6110 · OVERTIME	15,220.94
6120 · DIRECTORS FEES	12,857.00
6130 · PERS RETIREMENT	88,936.68
6140 · PAYROLL TAXES	40,485.77
6150 · HEALTH INSURANCE	85,689.20
6160 · DENTAL INSURANCE	6,597.06
6170 · VISION, DISABILITY AND LIFE INS	4,491.35
6180 · WORKERS COMP INS	16,739.09
6200 · HEALTH/DEPENDENT CARE PLAN	8,039.58
6250 · OFFICE EQUIPMENT	25,231.46
6280 · FIELD IMPROVEMENTS	10,696,521.23
6295 · PURCHASED WATER	171,727.40
6320 · HOUSE COUNSEL	12,638.74
6330 · SPECIAL COUNSEL	22,934.50
6350 · USGS DATA	98,964.00
6360 · CONSULTANTS	548,245.42
6400 · VEHICLE EXPENSE	11,935.33
6410 · TRAVEL	4,279.60
6420 · MEALS & LODGING	3,625.08
6450 · WATERSTOCK ASSESSMENT	63.62
6460 · UTILITIES/COMMUNICATIONS	95,143.40
6470 · MAINTENANCE & REPAIRS	56,915.94
6480 · OFFICE EXPENSE	8,249.04
6490 · FIELD SUPPLIES	13,494.55
6495 · SAFETY TRAINING AND EQUIPMENT	490.58
6500 · EDUCATION AND TRAINING	3,539.50
6560 · LIBRARY	360.20
6570 · POSTAGE	116.76
6580 · DUES & SUBSCRIPTIONS	3,548.49
6645 · EXTERNAL AFFAIRS/STRATEGIC COMM	68,159.26
6760 · LAND / PROPERTY PURCHASE	5,971,300.00
6780 · ENVIRONMENTAL / HCP	29,751.89
	<hr/>
Total Expense	18,623,800.26
	<hr/>
Net Income	-15,709,263.28
	<hr/> <hr/>

SAN BERNARDINO VALLEY MWD GENERAL FUND

Profit & Loss Budget vs. Actual

July 2023 through February 2024

	Jul '23 - Feb 24	Budget	\$ Over Budget	% of Budget
Income				
4900 · WATER SALES	9,383,691.83	9,383,500.00	191.83	100.0%
4920 · INVESTMENT INCOME	3,158,021.55	1,600,000.00	1,558,021.55	197.4%
4925 · GRANT INCOME	31,025.68	31,000.00	25.68	100.1%
4929 · BASELINE FEEDER CAP. CONTRIB.	141,484.80	141,250.00	234.80	100.2%
4940 · SUCCESSOR AGENCY PASS THROU...	5,232,898.58	5,232,750.00	148.58	100.0%
4950 · OTHER INCOME	10,273,118.94	6,693,500.00	3,579,618.94	153.5%
4954 · GAIN (LOSS) ON SALE OF ASSETS	11,654.50	0.00	11,654.50	100.0%
4966 · S.B. CO TAXES	8,265,811.86	8,265,750.00	61.86	100.0%
4977 · RIVERSIDE CO TAXES	119,528.30	119,500.00	28.30	100.0%
Total Income	36,617,236.04	31,467,250.00	5,149,986.04	116.4%
Gross Profit	36,617,236.04	31,467,250.00	5,149,986.04	116.4%
Expense				
6100 · SALARIES	3,872,680.52	3,872,750.00	(69.48)	100.0%
6110 · OVERTIME	131,137.41	125,000.00	6,137.41	104.9%
6120 · DIRECTORS FEES	108,238.00	108,250.00	(12.00)	100.0%
6130 · PERS RETIREMENT	1,187,968.79	1,188,000.00	(31.21)	100.0%
6137 · DEFERRED COMPENSATION EXPEN...	20,500.00	20,500.00	0.00	100.0%
6140 · PAYROLL TAXES	263,791.66	263,850.00	(58.34)	100.0%
6150 · HEALTH INSURANCE	630,546.76	630,550.00	(3.24)	100.0%
6160 · DENTAL INSURANCE	48,067.47	48,250.00	(182.53)	99.6%
6170 · VISION, DISABILITY AND LIFE INS	34,000.46	34,050.00	(49.54)	99.9%
6180 · WORKERS COMP INS	46,961.92	47,000.00	(38.08)	99.9%
6200 · HEALTH/DEPENDENT CARE PLAN	71,222.33	71,250.00	(27.67)	100.0%
6240 · PIPELINE CONTROL SYSTEM	6,710.50	6,750.00	(39.50)	99.4%
6250 · OFFICE EQUIPMENT	201,010.45	201,050.00	(39.55)	100.0%
6260 · VEHICLE REPLACEMENT	509,629.75	509,750.00	(120.25)	100.0%
6280 · FIELD IMPROVEMENTS	38,124,080.71	38,124,250.00	(169.29)	100.0%
6295 · PURCHASED WATER	882,411.74	882,500.00	(88.26)	100.0%
6320 · HOUSE COUNSEL	186,341.15	186,500.00	(158.85)	99.9%
6330 · SPECIAL COUNSEL	274,166.21	274,250.00	(83.79)	100.0%
6340 · WATERMASTER	9,936.00	10,000.00	(64.00)	99.4%
6350 · USGS DATA	1,081,797.98	1,081,800.00	(2.02)	100.0%
6360 · CONSULTANTS	4,152,031.10	4,152,050.00	(18.90)	100.0%
6380 · DISTRICT AUDIT	30,860.00	30,860.00	0.00	100.0%
6390 · SAWPA	1,511,138.90	1,511,250.00	(111.10)	100.0%
6400 · VEHICLE EXPENSE	82,116.47	82,250.00	(133.53)	99.8%
6410 · TRAVEL	19,911.81	20,000.00	(88.19)	99.6%
6420 · MEALS & LODGING	31,747.44	31,750.00	(2.56)	100.0%
6430 · LIABILITY INS	220,672.60	200,000.00	20,672.60	110.3%
6450 · WATERSTOCK ASSESSMENT	344.85	350.00	(5.15)	98.5%
6460 · UTILITIES/COMMUNICATIONS	854,106.58	854,250.00	(143.42)	100.0%
6470 · MAINTENANCE & REPAIRS	384,310.83	384,500.00	(189.17)	100.0%
6480 · OFFICE EXPENSE	41,221.17	41,250.00	(28.83)	99.9%
6490 · FIELD SUPPLIES	37,207.45	37,250.00	(42.55)	99.9%
6495 · SAFETY TRAINING AND EQUIPMENT	7,530.38	7,550.00	(19.62)	99.7%
6500 · EDUCATION AND TRAINING	45,343.75	45,500.00	(156.25)	99.7%
6530 · BANK CHARGES-TRUSTEE FEES	9,233.81	9,250.00	(16.19)	99.8%
6540 · YUCAIPA LAKES	2,280.00	2,500.00	(220.00)	91.2%
6560 · LIBRARY	15,125.96	12,325.00	2,800.96	122.7%
6570 · POSTAGE	1,403.94	1,500.00	(96.06)	93.6%
6580 · DUES & SUBSCRIPTIONS	206,597.86	206,750.00	(152.14)	99.9%
6600 · TAXES & LICENSES	115,848.68	116,000.00	(151.32)	99.9%
6610 · SPREADING GROUNDS MAINTENAN...	481,235.36	481,250.00	(14.64)	100.0%
6640 · WATER CONSERVATION & EDUCATI...	901,474.65	901,500.00	(25.35)	100.0%
6642 · SPONSORSHIPS	136,750.00	136,750.00	0.00	100.0%
6645 · EXTERNAL AFFAIRS/STRATEGIC CO...	199,726.29	199,750.00	(23.71)	100.0%
6710 · INTEREST	152,852.77	153,000.00	(147.23)	99.9%
6760 · LAND / PROPERTY PURCHASE	5,971,300.00	4,800,000.00	1,171,300.00	124.4%
6780 · ENVIRONMENTAL / HCP	410,070.68	410,250.00	(179.32)	100.0%

SAN BERNARDINO VALLEY MWD GENERAL FUND

Profit & Loss Budget vs. Actual

July 2023 through February 2024

	<u>Jul '23 - Feb 24</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
6785 · HEADWATER RESILIENCE PROGRAM	367.58	500.00	(132.42)	73.5%
6800 · LAFCO ANNUAL FUNDING SHARE	30,000.00	30,000.00	0.00	100.0%
Total Expense	<u>63,744,010.72</u>	<u>62,546,435.00</u>	<u>1,197,575.72</u>	<u>101.9%</u>
Net Income	<u>(27,126,774.68)</u>	<u>(31,079,185.00)</u>	<u>3,952,410.32</u>	<u>87.3%</u>

**SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
INVESTMENT SUMMARY
FEBRUARY 29, 2024**

INVESTMENT DESCRIPTION	SECURITY TYPE	INSTITUTION	MATURITY DATE	PAR VALUE	SETTLEMENT DATE	PURCHASE PRICE	BOOK YIELD RATE	CUSIP
NATIONAL AUSTRALIA BANK LTD (NEW YORK BRANCH)	YK	BNY MELLON	01/12/2026	435,000.00	01/12/2023	435,000.00	4.966%	63253QAA2
NEW JERSEY ST TPK AUTH TPK REV	MUNI	BNY MELLON	01/01/2025	240,000.00	02/04/2021	240,000.00	0.897%	646140DN0
FLORIDA ST BRD ADMIN FIN CORP REV	MUNI	BNY MELLON	07/01/2025	295,000.00	09/16/2020	295,000.00	1.258%	341271AD6
UNITED STATES TREASURY	US	BNY MELLON	12/15/2024	875,000.00	01/06/2022	874,350.59	1.026%	91282CDN8
UNITED STATES TREASURY	US	BNY MELLON	12/15/2024	625,000.00	12/23/2021	625,878.91	0.952%	91282CDN8
UNITED STATES TREASURY	US	BNY MELLON	12/31/2024	4,350,000.00	02/09/2023	4,331,308.59	4.487%	91282CGD7
UNITED STATES TREASURY	US	BNY MELLON	02/15/2025	1,000,000.00	03/31/2023	951,093.75	4.235%	91282CDZ1
UNITED STATES TREASURY	US	BNY MELLON	05/15/2025	500,000.00	05/30/2023	482,558.59	4.632%	91282CEQ0
UNITED STATES TREASURY	US	BNY MELLON	05/31/2025	1,900,000.00	06/13/2023	1,887,531.25	4.602%	91282CHD6
UNITED STATES TREASURY	US	BNY MELLON	05/31/2025	700,000.00	06/30/2023	692,699.22	4.824%	91282CHD6
UNITED STATES TREASURY	US	BNY MELLON	05/31/2025	500,000.00	01/25/2024	497,441.41	4.643%	91282CHD6
UNITED STATES TREASURY	US	BNY MELLON	11/15/2025	425,000.00	12/13/2022	430,196.29	4.051%	91282CFW6
UNITED STATES TREASURY	US	BNY MELLON	12/31/2025	550,000.00	01/23/2024	548,947.27	4.353%	91282CJS1
UNITED STATES TREASURY	US	BNY MELLON	01/15/2026	475,000.00	02/02/2023	474,443.36	3.917%	91282CGE5
UNITED STATES TREASURY	US	BNY MELLON	02/15/2026	475,000.00	05/23/2023	474,387.70	4.048%	91282CGL9
UNITED STATES TREASURY	US	BNY MELLON	02/15/2026	1,250,000.00	02/05/2024	1,241,748.05	4.343%	91282CGL9
UNITED STATES TREASURY	US	BNY MELLON	04/15/2026	475,000.00	05/19/2023	473,960.94	3.829%	91282CGV7
UNITED STATES TREASURY	US	BNY MELLON	04/15/2026	250,000.00	05/30/2023	246,367.19	4.291%	91282CGV7
UNITED STATES TREASURY	US	BNY MELLON	05/15/2026	500,000.00	06/05/2023	495,039.06	3.985%	91282CHB0
UNITED STATES TREASURY	US	BNY MELLON	06/15/2026	700,000.00	06/30/2023	695,187.50	4.375%	91282CHH7
UNITED STATES TREASURY	US	BNY MELLON	07/15/2026	925,000.00	08/03/2023	923,265.63	4.568%	91282CHM6
UNITED STATES TREASURY	US	BNY MELLON	08/15/2026	400,000.00	09/11/2023	396,125.00	4.732%	91282CHU8
UNITED STATES TREASURY	US	BNY MELLON	08/15/2026	475,000.00	09/19/2023	470,676.76	4.712%	91282CHU8
UNITED STATES TREASURY	US	BNY MELLON	08/15/2026	375,000.00	09/25/2023	369,975.59	4.876%	91282CHU8
UNITED STATES TREASURY	US	BNY MELLON	09/15/2026	1,050,000.00	10/10/2023	1,041,427.73	4.926%	91282CHY0
UNITED STATES TREASURY	US	BNY MELLON	10/15/2026	125,000.00	10/19/2023	123,759.77	4.986%	91282CJC6
UNITED STATES TREASURY	US	BNY MELLON	10/15/2026	500,000.00	10/25/2023	496,230.47	4.900%	91282CJC6
UNITED STATES TREASURY	US	BNY MELLON	11/15/2026	750,000.00	11/15/2023	745,429.69	4.846%	91282CJK8
UNITED STATES TREASURY	US	BNY MELLON	11/15/2026	1,000,000.00	12/11/2023	1,008,046.88	4.328%	91282CJK8
UNITED STATES TREASURY	US	BNY MELLON	11/15/2026	525,000.00	12/12/2023	526,661.13	4.507%	91282CJK8
UNITED STATES TREASURY	US	BNY MELLON	12/15/2026	500,000.00	01/05/2024	503,242.19	4.138%	91282CJP7
UNITED STATES TREASURY	US	BNY MELLON	12/15/2026	500,000.00	01/09/2024	503,632.81	4.108%	91282CJP7
UNITED STATES TREASURY	US	BNY MELLON	12/15/2026	1,750,000.00	01/09/2024	1,758,955.08	4.187%	91282CJP7
FIDELITY GOVERNMENT		BNY MELLON		529,102.69		529,102.69	0.050%	
LOCAL AGENCY INVESTMENT FUND		LAIF	DAILY	1,381,567.54		1,381,567.54	4.122%	AT 02/29/24
CAMP		CAMP	DAILY	19,143,248.55		19,143,248.55	5.500%	AT 02/29/24
CAMP - 2023A PROJECT FUND		CAMP	DAILY	14,875,286.18		14,875,286.18	5.500%	AT 02/29/24
				<u>84,069,204.96</u>		<u>83,744,769.36</u>		

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

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

Cindy Saks
CFO / DEPUTY GENERAL MANAGER

INVESTMENT TYPES	
AGENCY	AGENCY BONDS
CD	CERTIFICATE OF DEPOSIT
CN	CORPORATE NOTE
YK	YANKEE
CP	COMMERCIAL PAPER
MUNI	MUNICIPAL BOND / NOTE
US	US TREASURY NOTES

DATE: March 19, 2024

TO: Board of Directors

SUBJECT: List of Announcements

- A. March 20, 2024, 8:30 a.m. – Upper SAR WIFA by Teleconference (Cancelled)
- B. March 27, 2024, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee by Teleconference (Cancelled)
- C. April 2, 2024, 9:30 a.m. – SAWPA PA 23 Committee Meeting
- D. April 2, 2024, 9:30 a.m. – SAWPA Commission Meeting by Teleconference or In-Person
- E. April 2, 2024, 10:00 a.m. – SAWPA PA 24 Committee Meeting
- F. April 2, 2024, 2 p.m. – Regular Board Meeting by Teleconference or In-Person
- G. April 3, 2024, 8:30 a.m. – Upper SAR WIFA by Teleconference (Cancelled)
- H. April 4, 2024, 2 p.m. – Board Workshop – Policy/Administration by Teleconference or In-Person
- I. April 9, 2024, 2 p.m. – Board Workshop – Resources/Engineering by Teleconference or In-Person
- J. April 10, 2024, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee by Teleconference (Cancelled)
- K. April 10, 2024, 1:30 p.m. – SBVW Conservation District Board Meeting
- L. April 15, 2024, 6 p.m. – ASBCSD dinner (Hosted by East Valley Water District; Location TBD)

- M. April 16, 2024, 9:30 a.m. – SAWPA Commission Meeting by Teleconference or In-Person
- N. April 16, 2024, 2 p.m. – Regular Board Meeting by Teleconference or In-Person
- O. April 17, 2024, 8:30 a.m. – Upper SAR WIFA by Teleconference (Cancelled)
- P. April 24, 2024, 8:30 a.m. – Upper SAR WIFA Technical Advisory Committee by Teleconference (Cancelled)
- Q. April 24, 2024, 1:30 p.m. – SBVW Conservation District Board Meeting
- R. April 25-26, 2024 – Foundation Summit Days