



**SPECIAL NOTICE REGARDING  
CORONAVIRUS DISEASE 2019 (COVID-19)  
AND PARTICIPATION IN PUBLIC MEETINGS**

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. Governor Newsom issued Executive Order N-25-20 (3-12-20) and Executive Order N-29-20 (3-17-20) which temporarily suspend portions of the Brown Act relative to conducting public meetings. Subsequent thereto, Governor Newsom issued Executive Order N-33-20 (3-19-20) ordering all individuals to stay at home or at their place of residence. Accordingly, it has been determined that all Board and Workshop meetings of the San Bernardino Valley Municipal Water District will be held pursuant to the Brown Act and will be conducted via teleconference. There will be no public access to the meeting venue.

**BOARD OF DIRECTORS WORKSHOP - RESOURCES  
THURSDAY, OCTOBER 1, 2020 – 2:00 P.M.**

**PUBLIC PARTICIPATION**

Public participation is welcome and encouraged. You may participate in the October 1, 2020, meeting of the San Bernardino Valley Municipal Water District online and by telephone as follows:

**Dial-in Info: 877 853 5247 US Toll-free  
Meeting ID: 979 215 700**

**<https://us02web.zoom.us/j/979215700>**

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to [comments@sbsvwd.com](mailto:comments@sbsvwd.com) with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item." Submit your written comments by 6:00 p.m. on Wednesday, September 30, 2020. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

**IMPORTANT PRIVACY NOTE: Participation in the meeting via the Zoom app is strongly encouraged. 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. Participation in the meeting via the Zoom app is strongly encouraged; there is no way to protect your privacy if you elect to call in to the meeting. The Zoom app is free to download.**



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

**BOARD OF DIRECTORS WORKSHOP - RESOURCES**

**AGENDA**

**2:00 PM Thursday, October 1, 2020**

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**CALL TO ORDER** -

*Chairperson: Director Hayes*

*Vice-Chair: Director Harrison*

**1. INTRODUCTIONS**

**2. PUBLIC COMMENT** - *Any person may address the Board on matters within its jurisdiction.*

**3. SUMMARY OF PREVIOUS MEETING**

3.1. September 3, 2020, Meeting (Page 3)  
[Summary Notes BOD Workshop - Resources 090320](#)

**4. DISCUSSION ITEMS**

4.1. Consider New Coordinated Operating Agreement with Metropolitan Water District of Southern California (Page 6)  
[Staff Memo - COA with MWDSC](#)  
[Term Sheet Presented in 2018](#)  
[Proposed Coordinated Operating Agreement with MWDSC](#)

4.2. Consider Amendment No. 18 to the San Bernardino Valley Municipal Water District State Water Project Contract to Provide Management Flexibility and Making Findings Pursuant to the California Environmental Quality Act (Page 19)  
[Staff Memo - Amendment No 18 SWP Contract](#)  
[Water Management Tools Fact Sheet](#)  
[Resolution for Amendment No 18 SWP Contract](#)  
[CEQA Findings of Fact and Statement of Overriding Considerations](#)  
[Amendment 18 to Valley District SWP Contract](#)

- 4.3. Update on the Upper Santa Ana River Habitat Conservation Plan (Page 70)  
[Staff Memo - Upper SAR Habitat Conservation Plan Status Update](#)
  
- 4.4. Consider Amendment Thirteen to the ICF Jones & Stokes Consulting Agreement for Inclusion of Evans Lake Tributary Project and Extension of Agreement Period (Page 76)  
[Staff Memo - Consider Thirteenth Amendment to the ICF Jones & Stokes Consulting Agreement for Inclusion of Evans Lake Tributary Project and Extension of Agreement Period](#)  
[ICF Proposal Lake Evans Tributary](#)  
[Location Maps](#)  
[2018 Burn Photographs](#)

5. **ADJOURNMENT**

PLEASE NOTE:

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



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**DATE:** October 1, 2020  
**TO:** Board of Directors Workshop – Resources  
**FROM:** Staff  
**SUBJECT:** Summary of September 3, 2020 Board of Directors Workshop – Resources

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The Resources Workshop convened on September 3, 2020. Director Hayes chaired the meeting. President Harrison, Vice President Kielhold, Director Longville and Director Navarro participated in the Workshop. Heather Dyer, Matt Howard, Wen Huang, Cindy Saks, Bob Tincher and Melissa Zoba of staff participated in the workshop.

### **3. Summary of Previous Meeting**

The meeting notes from the August 6, 2020 were reviewed with no comments.

#### **4.1 Presentation of City of San Bernardino Consent Decree**

Mr. Miguel Guerrero, General Manager of the San Bernardino Municipal Water Department (SBMWD), provided an overview of the current status and upcoming work of the San Bernardino Consent Decree. This past June, SBMWD sent a letter to the Basin Technical Advisory Committee (BTAC) to inform them of the potential approval of a Consent Decree (Decree) amendment. The Decree was approved by the District Court and entered over fifteen years ago, on March 23, 2005. The Water Department has been implementing that Decree since and may be doing so until the year 2057.

The two amendments increase the funding available to pay for:

- (1) Upgrades of the basin groundwater model, and
- (2) Closure of monitoring wells that are no longer in use or usable.

The increased funding would result from raising certain dollar limits on the use of settlement money for groundwater modeling and from clarifying the permissibility of settlement funds paying for the closure of monitoring wells that are no longer used or usable in the Newmark remedy. The model is used to evaluate the impact, if any, of any new wells constructed within the boundary of the Decree.

**Action Item(s):** Receive and File

#### **4.2 Consider USGS Data Collection Program for Fiscal Year 2020-2021**

Staff presented the annual USGS data collection program for Fiscal Year 2020-2021 to the Board of Directors' for their consideration. The data collection program supports the Western-San Bernardino Watermaster, Santa Ana River Watermaster and also provides foundational data for the different studies that the United States Geological Survey (USGS) has performed for the District in the past and continues to work on. The work outlined in the USGS data collection program includes multiple surface water stream gages, monitoring well measurements and precipitation measurements throughout the Districts service area. This year's program totals \$1,024,230 with the USGS contributing a total of \$159,000 leaving a remainder of \$865,230 to be paid by Valley District and its partners. The District will be reimbursed \$196,188 resulting in Valley District's net contribution being \$669,042. Staff recommended forwarding the cooperative program Joint Funding Agreement with the USGS for the fiscal year 2020-2021 data collection program for \$865,230 to the next Board of Directors' meeting for consideration.

**Action Item(s):** Forward this item to the full Board for consideration.

#### **5.1 Directors' Requests for Consideration**

There was one request for consideration and it was from Director Hayes. Director Hayes is requesting the District invite a presentation from Bureau of Reclamation Commissioner Brenda Burman. She recently heard the Commissioner speak at the Water Advisory Committee of Orange County on the topics of the DWR Lawsuit, the WaterSMART Grants program, and project updates. Director Hayes feels this information would be relevant to Valley District.

**Action Item(s):** Staff will reach out to the Commissioner's office to determine her availability for making a presentation at a future Board of Directors Workshop.

#### **6. Future Business – None noted**

## **7. Adjournment**

### **Staff Recommendation**

Receive and file.



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**DATE:** October 1, 2020

**TO:** Board of Directors Workshop - Resources

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

**SUBJECT:** Consider New Coordinated Operating Agreement with Metropolitan Water District of Southern California

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Valley District Ordinance 79 directs the general manager to develop agreements for the sale of any surplus State Water Project water and to bring them back to the Board for consideration. In March 2018, staff presented draft terms for a new Coordinated Operating Agreement (COA) with Metropolitan Water District of Southern California (Metropolitan) that would sell them most of Valley District's surplus water, among other things, and would replace the previous version of our agreement that expired in 2016. Those Board members present at the workshop, supported the terms of the agreement and asked staff to develop an agreement based on the terms. One of the terms requires Metropolitan to offer 50% of any surplus water purchased under this agreement to their member agencies in the Santa Ana River Watershed through the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP). Metropolitan and its member agencies that are part of the SARCCUP have also developed a companion agreement that describes how SARCCUP will function within Metropolitan's existing policies. Staff recommends forwarding the new COA to the Board of Directors for consideration.

### **Background**

In 2000, Metropolitan Water District of Southern California (Metropolitan) and San Bernardino Valley Municipal Water District (Valley District) entered into a COA which generally provided the legal framework for coordinated operation of our respective water delivery systems for the mutual benefit of both agencies. Subsequent to the approval of the original agreement, eight

Attachments were also approved by both agencies. A summary of the previous agreement and its attachments is included below.

<b>Document</b>	<b>Date</b>	<b>Expiration</b>	<b>General Description</b>
Coordinated Operating Agreement	July 10, 2000	December 31, 2016 (Att 8) <del>December 31, 2015 (Att 7)</del> <del>December 31, 2014 (Att 5)</del> <del>December 31, 2004 (Att 4)</del> <del>December 31, 2002 (Att 3)</del> <del>December 31, 2001</del>	Work together to identify projects of mutual benefit and resolve existing controversies. Projects include but are not limited to: <ol style="list-style-type: none"> <li>1. Interconnections</li> <li>2. Coordinated use of supplies</li> <li>3. Conjunctive use</li> <li>4. No delivery into each other's service areas without permission</li> <li>5. Stay two pending legal cases</li> </ol>
Attachment 1 Proposed Exchange Transaction Principles	July 10, 2000	December 31, 2001 (may be extended)	Allows for Metropolitan to purchase and store up 15,000 acre-feet of State Water Project (SWP) water for storage in the SBBA. Establishes price. Valley District would extract the water and deliver to Metropolitan member agencies IEUA, WMWD, EMWD, OCWD and/or Metropolitan.
Attachment 2 Conveyance Facilities and State Water Project Supplies	May 14, 2001	December 31, 2010 then evergreen on annual increments	Establishes a 20,000 acre-foot minimum purchase amount by Metropolitan for any Valley District surplus SWP water and also provides Metropolitan option purchases and first right of refusal purchases.
Attachment 3 Extension of time to complete the definitive agreement required under Section 5 of the COA	December 7, 2001		Extends time limit in COA to December 31, 2002. Expectation for an agreement with a 20 year term.
Attachment 4 Extension of time to complete the definitive agreement required under Section 5 of the COA	December 30, 2002		Accomplishments. Extends time limit in COA to December 31, 2004.
Attachment 5	December 22, 2004		Provides the responsibilities regarding 1) right-of-way for the Foothill Pump Station, 2) the obligation to deliver water to the Cone Camp Intertie and 3) payment provisions for the Foothill Pump Station power costs and water delivered through the Cone Camp Intertie. Extends the COA to December 31, 2014
Attachment 6	2004	December 31, 2014	Maximize the benefits from Seven Oaks Dam. Basic framework for an exchange whereby



Coordinated Exchange Agreement		(Same as COA)	Western Municipal Water District and Valley District would deliver Santa Ana River water to Metropolitan in exchange for Metropolitan delivering an equal amount of SWP to Valley District
Attachment 7	2014	Extends the agreement to December 31, 2015	
Attachment 8	2015	Extends the agreement to December 31, 2016	

The previous COA provided substantial benefits to both agencies since its implementation in 2000. It provided for the enhancement of Metropolitan's water supply and also enabled Metropolitan to fill its newly constructed Diamond Valley Lake while they completed construction of their Inland Feeder Pipeline. Valley District received financial proceeds from water sales that was used to help offset the cost to construct some of its regional facilities, received the Foothill Pump Station and was allowed to participate in Metropolitan's storage in the Kern-Delta water bank from which Valley District extracted 5,000 this year.

**Fiscal Impact**

There is no fiscal impact associated with executing this agreement. Any future sale of surplus water to Metropolitan would generate additional revenue for the State Water Project Debt Service Fund.

**Staff Recommendation**

Forward the Coordinated Operating Agreement to the Board of Directors for consideration.

**Attachments**

1. Term Sheet for new Coordinated Operating Agreement
2. Proposed Coordinated Operating Agreement with the Metropolitan Water District of Southern California

# San Bernardino Valley MWD and Metropolitan Coordinated Operating Agreement Term Sheet

March 2018

## Operations

- Metropolitan and Valley District will continue to work together to identify water related projects which may be of mutual benefit.
- Valley District and Metropolitan shall not deliver its State Water Project (SWP) water into the other party's service Area without prior written consent.
- Metropolitan and Valley District will coordinate their facilities to provide mutual aid during emergencies and outages.
- Carry forward relevant portions of former Attachment 5 for the Foothill Pump Station
- Agreement Term: 15 years

## Water Purchase (formerly Attachment 2)

- Valley District shall determine each year at its sole discretion how much surplus State Water Project (SWP) Valley District may have from the SWP above Valley District's customer's needs per its Ordinance 79.
- Valley District shall make its surplus SWP water available to Metropolitan after providing San Gorgonio Pass Water Agency up to 5,000 AF each year.
- MWD agrees to give MWD member agencies participating in the Santa Ana River Conservation Conjunctive Use Program (SARCCUP) first right of refusal to 50% of the surplus water purchased from Valley District.
  - MWD agrees that this water could qualify as extraordinary supply to its member agencies provided that it meets all Board Principles (Appendix G) to become extraordinary supply.
- One of the storage locations in the SARCCUP program is within Valley District who is not a Metropolitan member agency
- Metropolitan and Valley District agree to deliver water to each other, by exchange, wherever possible to reduce costs
- Water cost (not including power) will be based on the Table A allocation for the year, as follows:

Final SWP Allocation

0 - 20%	\$400
21 - 40%	\$300
41 - 60%	\$200
61 - 100%	\$100

- Metropolitan shall pay Valley District the water cost (above) plus the estimated power cost for the current year, as provided by DWR.
- For water stored in the Valley District service area, Metropolitan will pay the lowest amount, \$100 per acre-foot
- Power costs will be reconciled each year so that MWD pays the actual the SWP power cost for the purchased water.
- Purchase price is set for five (5) years. Prior to the end of the fifth year, either party may request to meet and confer on the price and/or percentage.

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

This Coordinated Operating and Surplus Water Agreement (Agreement) is entered into and effective this \_\_\_ day of \_\_\_\_\_, 2020 by and between The Metropolitan Water District of Southern California (Metropolitan) and San Bernardino Valley Municipal Water District (Valley District), collectively referred to as “Parties” and individual as a “Party.”

**Recitals**

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

B. Valley District is a public agency of the State of California engaged in developing, transporting, storing and wholesale delivery of water in portions of the counties of San Bernardino and Riverside.

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

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

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

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

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

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

### Agreement

The Parties hereby agree as follows:

#### 1. *Cooperation Generally*

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

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

2. *Sale of Valley District Surplus SWP Water*

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

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

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

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

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

4. *Local Stormwater Supplies.* Valley District and Metropolitan agree to work cooperatively on exploring supplemental stormwater capture programs that would provide mutual benefits to their respective service areas.
5. *Term.* This Agreement is effective as of the date set forth above and continues in force until December 31, 2035, unless the State Water Contracts between the Parties and the State of California are extended past 2035, in which case this Agreement will have the same termination date. However, either Party may terminate this Agreement at any time, with or without cause, upon one year's written notice of termination.
6. *DWR Approvals.* The transfer of Valley District Surplus SWP to Metropolitan shall not become operative until DWR approvals are obtained for all provisions requiring such approval. Valley District and Metropolitan shall jointly pursue obtaining such approvals.
7. *Rights and Obligations Under the 1969 Judgments.* This Agreement is not intended and shall not be construed to interfere with rights or obligations under the 1969 Judgments (*Orange County Water District v. City of Chino, et al.*, Orange County Superior Court Action No. 117628 (“*Orange County Judgment*”), and *Western Municipal Water District of Riverside County, et al. v. East San Bernardino County Water District, et al.*, Riverside Superior Court Action No. 78426 (“*Western Judgment*”)).
8. *Books and Records.* Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of that Party's obligations pursuant to this Agreement. Each Party shall retain all such books, documents, papers or other records to facilitate such review in accordance with that Party's record retention policy. Access to each Party's books and records shall be during normal business hours only. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.
9. *Authority.* Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.
10. *Informal Mediation.* In the event of a dispute between the Parties regarding this Agreement, the Parties may attempt to resolve the dispute by using the services of a mutually acceptable mediator. If the Parties decide use a mediator, they will equally share the mediator's fees and expenses.
11. *Amendment.* This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.
12. *Jurisdiction and Venue.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.



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

date is earlier than actual delivery). Notices shall be sent to a Party at the address of that Party set forth below or, if such Party has furnished notice of a change of that address as herein provided, to the address of that Party most recently so furnished.

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

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

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

THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_  
Jeffrey Kightlinger  
General Manager

\_\_\_\_\_ Dated

APPROVED AS TO FORM:

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

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Heather Dyer  
General Manager

\_\_\_\_\_ Dated

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David Aladjem  
Special Counsel



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**DATE:** October 1, 2020

**TO:** Board of Directors Workshop - Resources

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

**SUBJECT:** Consider Amendment No. 18 to the San Bernardino Valley Municipal Water District State Water Project Contract to Provide Management Flexibility and Making Findings Pursuant to the California Environmental Quality Act

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Staff is recommending approval of a Resolution which approves Amendment No. 18 to the Valley District State Water Project (SWP) Contract and making findings Pursuant to the California Environmental Quality Act (CEQA). This amendment generally provides guidelines for selling, or exchanging, SWP supply to other public water agencies (PWAs) that have SWP Contracts with the Department of Water Resources (DWR). The amendment has been forwarded to Special Counsel, David Aladjem, and approved, as to form.

### **Background**

Article 56(d) of the SWP contracts provides the only mechanism for non-permanent sale, or transfer, of SWP water between PWAs. For most of the PWAs, this mechanism is the “Turnback Pool” which provides very limited and specific transfers and, therefore, is rarely utilized. The language in Article 56(d) was negotiated as part of the “Monterey Amendment” in 1994. Valley District did not support the Turnback Pool concept so that language is not included Valley District’s version of the Monterey Amendment that is attached to its SWP contract. It is for this reason that Valley District has the freedom to sell its surplus water directly to other PWAs such as the Metropolitan Water District of Southern California.

Section 56(f) allows PWAs to exchanges SWP water with other PWAs but lacks specific details. As a result, the Department of Water Resources (DWR) reviews exchanges on a case by case basis which is time consuming and provides less certainty for PWAs wishing to negotiate a possible exchange(s). To overcome the limitations of Article 56(d) and Section 56(f), DWR and

the PWAs worked collaboratively to develop this proposed contract amendment. The proposed amendment does not increase SWP diversions or change SWP operations.

Regarding transfers, the proposed contract amendment generally includes the following:

- Removes the Turnback Pool
- Allows non-permanent transfers among PWAs and provides compensation limits
- Requires that transfers not harm the SWP and other PWAs
- Requires DWR review and approval
- Allows PWAs to transfer Article 21 water in special circumstances
- Allows PWAs to transfer up to 50% of their carryover water
- Adds provisions to ensure transparency
- Provides a dispute resolution process for non-participating PWAs who feel they may be adversely impacted by a transfer.

Regarding exchanges, the proposed contract amendment generally includes the following:

- Establishes exchange ratios based on Table A water allocation up to a maximum of 5:1
- Establishes the maximum compensation for an exchange
- Allows multiple year exchanges up to 10 years
- Allows the exchange of up to 50% of PWAs carryover water
- Requires that exchanges not harm the SWP and other PWAs
- Adds provisions to ensure transparency
- Provides a dispute resolution process for non-participating PWAs who feel they may be adversely impacted by a transfer.

Under the proposed amendment, PWAs may participate in multiple transfers and/or exchanges each year and may be both a buyer and seller in the same year. PWAs may also petition DWR for exceptions to the established criteria in the amendment based upon special needs or circumstances. Overall, the proposed amendment provides improved flexibility for PWAs to maximize the value of their investment in the SWP.

The amendment will go into effect on the last day of the month in which a total of 24 PWAs have executed the amendment. If 24, or more, PWAs have not executed the amendment by

February 28, 2021, DWR can decide, in consultation with those PWAs who have executed the amendment, whether to allow the amendment to take effect.

On February 28, 2020, DWR published the 2020 Partially Recirculated Draft EIR (DEIR) for the amendment. The Partially Recirculated DEIR was circulated for 94 days through June 1, 2020. On August 25, 2018, DWR certified the Final EIR for the Project. The Final EIR determined that the Project would have significant and unavoidable impacts to groundwater hydrology and water quality and cumulatively considerable and unavoidable impacts to groundwater supplies and subsidence. As such, DWR adopted CEQA Findings of Fact and Statement of Overriding Considerations for the Project. On August 28, 2020, DWR filed a Notice of Determination for the Project. The Final EIR and CEQA Findings of Fact and Statement of Overriding Considerations comply with CEQA. DWR's Notice of Determination, Partially Recirculated DEIR, and Final EIR can be found on the official DWR website at:

<https://water.ca.gov/News/Public-Notices/2020/August/SWP-Water-Supply-Contract-EIR>.

Please note, this is a different CEQA document than the Final EIR for State Water Project Long-Term Operations, on which we are currently engaged in active litigation.

Valley District, as a Responsible Agency under CEQA, is required to certify that it has reviewed and considered the information in the certified Final EIR for the Project. In addition, because the certified Final EIR identified significant and unavoidable impacts to the environment, Valley District must adopt CEQA Findings of Fact and Statement of Overriding Considerations which is covered by the Resolution.

### **Fiscal Impact**

There is no cost to Valley District to approve this amendment.

### **Staff Recommendation**

Staff recommends that this item be forwarded to the Board of Directors for consideration.

### **Attachments**

1. Water Management Tools Fact Sheet
2. Resolution Authorizing Amendments to the Long Term Water Supply Contract with the Department of Water Resources to Supplement and Clarify Water Management Tools Regarding Transfers and Exchanges of SWP Water; and Making Responsible Agency

Findings Pursuant to CEQA for the Final Environmental Impact Report for the State Water Project Supply Contract Amendments for Water Management, and Adopting CEQA Findings and Statement of Overriding Considerations

3. CEQA Findings of Fact and Statement of Overriding Considerations for the State Water Project Water Supply Contract Amendments for Water Management
4. Amendment 18 to Water Supply Contract Between the State Department of Water Resources and the San Bernardino Valley Municipal Water District

# THE STATE WATER PROJECT: Water Management Tools Contract Amendment A Necessary Water Management Solution for California

The State Water Project (SWP) is a complex water system that drives California's quality of life and economic vitality. For more than a decade, public water agencies that receive water allocations from the California Department of Water Resources (DWR) have acknowledged the need to amend the contracts that govern how the system is managed — recognizing there are opportunities to modernize and streamline operations to more efficiently use this important public trust resource, and to better support local water supply management such as groundwater banking.

The water management tools contract amendment will ensure greater supply reliability and flexibility among the SWP public water agencies to address climate realities threatening our essential SWP supply, and help SWP contractors better manage their SWP supplies in the context of their local water portfolios, particularly in times of drought.

## About the Amendment

- Does not include construction of new facilities
- Relates only to how SWP supplies are managed with current infrastructure
- Does not change the contract amounts for contractors
- Will be implemented in compliance with environmental regulations



## SWP Quick Facts

- Planned in the 1950s. Built in the 60's
- Operated by DWR
- Spans 700 miles
- Provides fresh, affordable water to 27 million people & 750,000 acres of farmland
- Fuels the economy & various industries statewide
- Last update to water management rules governing SWP operations was in 1994

## Ensuring Greater Water Supply Reliability Amidst Climate Change and Changing Water Supply Portfolios

Climate change poses a serious threat to the reliability of California's water supplies. As California faces the increasing impacts of climate change — from heavy winter floods to periods of extreme drought — it is more important now than ever that public water agencies are able to collaborate amongst themselves and with DWR to stabilize and successfully manage our complex water system. With greater flexibility to move and store SWP supplies, public water agencies are better able to manage their water portfolios, including local supply investments.

The water management tools contract amendment:

Clarifies the process for water transfers, exchanges, and storage among State Water Project public water agencies



Enables public water agencies to more effectively and efficiently manage supplies through the increasing impacts of climate change



# A TRANSPARENT PUBLIC PROCESS

DWR and public water agencies have engaged in a public process to amend the contracts governing how the SWP operates. Through public negotiation sessions, stakeholders have had the opportunity to provide input and assist in crafting a solution that ensures greater water supply reliability and flexibility amidst climate change.

## ■ February 2018

DWR and public water agencies held 15 negotiation meetings beginning in February 2018.

## ■ June 2018

Agreement in Principle (AIP) was reached between DWR and SWP contractors that included water management tools and Delta Conveyance Project cost allocation.

## ■ October 2018

DWR released draft EIR for public review and comment.

## ■ May 2019

DWR and public water agencies revised the AIP to remove the Delta Conveyance Project cost allocation component. No changes were made to the water management tools.

## ■ February – June 2020

DWR released partially recirculated draft EIR for public review and comment that reflects removal of the AIP provisions regarding cost allocation for the Delta Conveyance Project.

## ■ August 2020

DWR released final EIR for public review and comment.

## ■ Current

Public water agencies that receive water through the SWP are voting to adopt the water management tools contract amendment.



RESOLUTION NO.       

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (1) AUTHORIZING AMENDMENTS TO THE LONG TERM WATER SUPPLY CONTRACT WITH THE DEPARTMENT OF WATER RESOURCES TO SUPPLEMENT AND CLARIFY WATER MANAGEMENT TOOLS REGARDING TRANSFERS AND EXCHANGES OF SWP WATER; AND (2) MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO CEQA FOR THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE STATE WATER PROJECT SUPPLY CONTRACT AMENDMENTS FOR WATER MANAGEMENT, AND ADOPTING CEQA FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS**

**WHEREAS**, the San Bernardino Valley Municipal Water District (Valley District) has a long term water supply contract (SWP Contract) with the State of California Department of Water Resources (DWR) for the delivery of State Water Project (SWP) water; and

**WHEREAS**, under the existing SWP Contract, water transfers are permitted in a limited and very specific manner, resulting in their infrequent use, and the parameters for exchanges of water, while allowed, lack specificity and clear guidance, which impede planning; and

**WHEREAS**, Valley District, along with other public water agencies with SWP Contracts (PWAs) conducted a series of public negotiations with DWR with the goal of agreeing on concepts to supplement and clarify the existing water transfer and exchange provisions of the SWP Contracts to provide improved water management; and

**WHEREAS**, in June 2018, PWAs and DWR agreed upon an Agreement in Principle (AIP), which included specific principles to clarify and enhance the terms of the SWP water supply contract related to water transfers and exchanges to improve water management capabilities and PWA options; and

**WHEREAS**, in October 2018, DWR circulated a Draft Environmental Impact Report (2018 DEIR) that considered impacts related to the AIP, which at that time also included certain cost allocation sections for the California WaterFix project (WaterFix); and

**WHEREAS**, in early 2019, Governor Newsom decided not to move forward with California WaterFix and DWR rescinded its approvals of the AIP project. The PWAs and DWR subsequently held a public negotiation and agreed to remove the WaterFix cost allocation sections from AIP, but to retain the water management provisions, and the AIP was finalized on May 20, 2019; and

**WHEREAS**, the proposed amendment to Valley District's SWP Contract for consideration by the Board articulates in contract language the principles of the final AIP; and

**WHEREAS**, DWR is the lead agency for the water management amendments, called the State Water Project Supply Contract Amendments for Water Management (Project), pursuant to CEQA (Pub. Res. Code §§ 21000, et seq.) and the State CEQA Guidelines (14 CCR §§ 15000, et seq.). As the lead agency, DWR is responsible for assuring that an adequate analysis of the Project's environmental impacts is conducted; and

**WHEREAS**, on February 28, 2020, DWR issued a Partially Recirculated Draft Environmental Impact Report (DEIR) for the Project, which was circulated for public review for 94 days through June 1, 2020; and

**WHEREAS**, DWR prepared a Final Environmental Impact Report for the Project, which included the DEIR, appendices, comments on the DEIR, responses to comments on the DEIR, and revisions to the DEIR (collectively, FEIR); and

**WHEREAS**, on August 25, 2020, DWR certified the FEIR, adopted CEQA Findings of Fact and Statement of Overriding Considerations and approved the Project; and

**WHEREAS**, the FEIR concluded that the Project would have significant and unavoidable impacts to groundwater hydrology and water quality, and cumulatively considerable and unavoidable impacts to groundwater supplies and subsidence. As such, DWR adopted CEQA Findings of Fact and Statement of Overriding Considerations for the Project (attached as Exhibit "A"); and

**WHEREAS**, Valley District and DWR propose to amend Valley District's SWP Contract by approving Amendment No. 18 attached as Exhibit "B" to this Resolution (Amendment), the environmental effects of which were studied in the FEIR; and

**WHEREAS**, the Valley District is a responsible agency and has more limited approval and implementing authority over the Amendment than does the DWR; and

**WHEREAS**, the Board of Directors of the Valley District, at its scheduled public meeting on October 6, 2020 independently reviewed and considered the FEIR, CEQA Findings of Fact and Statement of Overriding Considerations, and other related documents and evidence in the record before it; and

**WHEREAS**, all the procedures of CEQA and the State CEQA Guidelines have been met, and the FEIR prepared in connection with the Project is sufficiently detailed so that all the potentially significant effects of the Project and the Amendment on the environment and measures feasible to avoid or substantially lessen such effects have been evaluated in accordance with CEQA; and

**WHEREAS**, as contained herein, the Valley District has endeavored in good faith to set forth the basis for its decision on the Amendment;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT AS FOLLOWS:**

1. The above recitals are true and correct and are incorporated herein by reference as an operative portion of this Resolution.
2. Based on the above findings, the Board hereby approves Amendment No. 18 and authorizes the General Manger to execute it on behalf of the Valley District, which is incorporated herein and attached hereto as Exhibit "B".
3. The FEIR prepared for the Project, which can be found at <https://water.ca.gov/News/Public-Notices/2020/August/SWP-Water-Supply-Contract-EIR>, is hereby received by the Board and incorporated herein by this reference
4. Pursuant to State CEQA Guidelines section 15096 and in its limited role as a responsible agency under CEQA, the Board has reviewed and considered the FEIR, as well as DWR's certification of the FEIR and approval of the Project, and DWR's CEQA Findings of Fact and Statement of Overriding Considerations, and the Board incorporates those items herein by reference. As to those resources within the Valley District's power and authority as a responsible agency under CEQA, the Board exercises its independent judgment and finds that the FEIR contains a complete, objective and accurate reporting of the Amendment's impacts.
5. Exercising its independent judgment, the Board concurs with the CEQA Findings of Fact and Statement of Overriding Considerations approved by DWR and hereby adopts those CEQA Findings of Fact and Statement of Overriding Considerations, attached hereto as Exhibit "A" and incorporated herein by this reference. The Board further finds that there are no feasible mitigation measures or alternatives within its authority that would substantially lessen or avoid any significant effects that the Project would have on the environment, for the reasons explained in the FEIR.
6. The Board concurs with the Statement of Overriding Considerations adopted by DWR and finds that the benefits of the Amendment outweigh the adverse environmental impacts not reduced to below a level of significance.
7. The Board hereby authorizes and directs staff to file and have posted a Notice of Determination with the County Clerk and with the State Clearinghouse within 5 working days of the adoption of this Resolution.
8. The documents and materials that constitute the record of proceedings for this Resolution are located at 380 E. Vanderbilt Way, San Bernardino, CA 92408.

**[EACH AGENCY TO ADD APPROVED AND ADOPTED SIGNATURE BLOCK, ATTESTATION, APPROVAL AS TO FORM, ETC. CONSISTENT WITH THEIR STANDARD PRACTICES AND FORMAT]**

**Exhibit "A"**

**DWR's CEQA Findings of Fact and Statement of Overriding Considerations**

**Exhibit "B"**  
**Proposed SWP Contract Amendment**

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# CEQA Findings of Fact and Statement of Overriding Considerations for the State Water Project Water Supply Contract Amendments for Water Management

## Section 1. Description of the Project

The proposed project includes amending certain provisions of the State Water Resources Development System (SWRDS) Water Supply Contracts (Contracts). SWRDS (defined in Wat. Code, Section 12931), or more commonly referred to as the SWP, was enacted into law by the Burns-Porter Act, passed by the Legislature in 1959 and approved by the voters in 1960. The Department of Water Resources constructed and currently operates and maintains the SWP, a system of storage and conveyance facilities that provide water to 29 State Water Contractors known as the Public Water Agencies (PWAs)<sup>1</sup>. The Contracts include water management provisions as the methods of delivery, storage and use of water and financial provisions for recovery of costs associated with the planning, construction, and operation and maintenance of the SWP.

DWR and the PWAs have a common interest to ensure the efficient delivery of SWP water supplies and to ensure the SWP's financial integrity. In order to address water management flexibility DWR and the PWAs agreed to the following objectives:

- Supplement and clarify terms of the SWP water supply contract that will provide greater water management regarding transfers and exchanges of SWP water supply within the SWP service area.

The proposed project would add, delete, and modify provisions of the Contracts and clarify certain terms of the Contracts that will provide greater water management regarding transfers and

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<sup>1</sup> The State Water Project Public Water Agencies include Alameda County Flood Control and Water Conservation District (Zone 7), Alameda County Water District, Antelope Valley-East Kern Water Agency, City of Yuba City, Coachella Valley Water District, County of Butte, County of Kings, Crestline-Lake Arrowhead Water Agency, Desert Water Agency, Dudley Ridge Water District, Empire West Side Irrigation District, Kern County Water Agency, Littlerock Creek Irrigation District, The Metropolitan Water District of Southern California, Mojave Water Agency, Napa County Flood Control and Water Conservation District, Oak Flat Water District, Palmdale Water District, Plumas County Flood Control and Water Conservation District, San Bernardino Valley Municipal Water District, San Gabriel Valley Municipal Water District, San Geronio Pass Water Agency, San Luis Obispo County Flood Control and Water Conservation District, Santa Barbara County Flood Control and Water Conservation District, Santa Clara Valley Water District, Santa Clarita WA (formerly Castaic Lake WA), Solano County Water Agency, Tulare Lake Basin Water Storage District, and Ventura County Flood Control District.



exchanges of SWP water within the SWP service area. In addition, the proposed project would not build new or modify existing SWP facilities nor change any of the PWA's annual Table A amounts.<sup>2</sup> The proposed project would not change the water supply delivered by the SWP, as SWP water would continue to be delivered to the PWAs consistent with current Contract terms and all regulatory requirements. The May 20, 2019 AIP is included as Appendix A of the 2020 Partially Recirculated Draft Environmental Impact Report (RDEIR).

## Section 2. Findings Required Under CEQA

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environment impacts that would otherwise occur. Mitigation measures or alternatives are not required, however, where such changes are infeasible or where the responsibility for the project lies with some other agency. (CEQA Guidelines, Section 15091, sub. (a), (b).)

With respect to a project for which significant impacts are not avoided or substantially lessened, a public agency, after adopting proper findings, may nevertheless approve the project if the agency first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the project's "benefits" rendered "acceptable" its "unavoidable adverse environmental effects." (CEQA Guidelines, Sections 15093, 15043, sub. (b); see also Pub. Resources Code, Section 21081, sub. (b).)

In seeking to effectuate the substantive policy of CEQA to substantially lessen or avoid significant environmental effects to the extent feasible, an agency, in adopting findings, need not necessarily address the feasibility of both mitigation measures and environmentally superior alternatives when contemplating approval of a proposed project with significant impacts. Where a significant impact can be mitigated to an "acceptable" level solely by the adoption of feasible mitigation measures, the agency, in drafting its findings, has no obligation to consider the feasibility of any environmentally superior alternative that could also substantially lessen or avoid that same impact — even if the alternative would render the impact less severe than would the proposed project as mitigated. (*Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d 515, 521; see also *Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 730-731; and *Laurel Heights Improvement Association v. Regents of the University of California* ("Laurel Heights I") (1988) 47 Cal.3d 376, 400-403.)

In cases in which a project's significant effects cannot be mitigated or avoided, an agency, after adopting proper findings, may nevertheless approve the project if it first adopts a statement of overriding considerations setting forth the specific reasons why the agency found that the "benefits of the project outweigh the significant effects on the environment." (Pub. Resources Code, Section 21081, sub. (b); see also, CEQA Guidelines, Sections 15043, subd. (b), 15093.)

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<sup>2</sup> The maximum amount of SWP water that the PWAs can request pursuant to their individual water supply contract. annual Table A amounts also serve as a basis for allocation of some SWP costs among the contractors.

In the Statement of Overriding Considerations found at the conclusion of this exhibit, DWR identifies the benefit that, in its judgment, outweighs the significant environmental effects that the projects would cause.

The California Supreme Court has stated that “[t]he wisdom of approving ... any development project, a delicate task which requires a balancing of interests, is necessarily left to the sound discretion of the local officials and their constituents who are responsible for such decisions. The law as we interpret and apply it simply requires that those decisions be informed, and therefore balanced.” (*Citizens of Goleta* (1990) 52 Cal.3d 553, 564.)

In support of its approval of the proposed project, DWR’s findings are set forth below for the potentially significant environmental effects and alternatives of the proposed project identified in the EIR pursuant to Public Resources Code, Section 21080 and Section 15091 of the CEQA Guidelines.

These findings do not attempt to describe the full analysis of each environmental impact contained in the 2018 DEIR and 2020 RDEIR (collectively referred to in this document as the DEIR). Instead, a full explanation of these environmental findings and conclusions can be found in the DEIR and these findings hereby incorporate by reference the discussion and analysis in the DEIR supporting the determination regarding the impacts of the proposed project. In making these findings, DWR ratifies, adopts and incorporates in these findings the determinations and conclusions of the DEIR and Final EIR (FEIR) relating to environmental impacts except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

As described below and in the DEIR, there were two significant impacts identified for the proposed project and they were associated with groundwater hydrology and water quality. There were no mitigation measures identified in the DEIR to substantially lessen or avoid the potentially significant and significant groundwater resource impacts of the proposed project. Therefore, a Mitigation Monitoring and Reporting Program was not developed for the proposed project and is not included herein.

Unless otherwise specified, all page references presented herein are to the 2020 RDEIR.

## 2.1. Significant and Unavoidable Impacts

The following significant and potentially significant environmental impacts of the project are unavoidable and cannot be mitigated in a manner that would lessen the significant impact to below the level of significance. Notwithstanding disclosure of these impacts, DWR elects to approve the project due to overriding considerations as set forth below in Section 7, the statement of overriding considerations.

## Impact Category: Groundwater Hydrology and Water Quality

**Impact 5.10-1:** The increase in groundwater pumping associated with changes in transfers and exchanges implemented by PWAs could substantially deplete groundwater supplies in some areas of the study area. [p. 5.10-17 – 5.10-21]

**Finding.** It is possible that transfers and exchanges of SWP water among the PWAs could result in benefits to groundwater levels, as transferred or exchanged water could be used instead of groundwater supplies or this water could be used for groundwater recharge. However, it is also possible that transfers and exchanges from agricultural to M&I PWAs could result in an increase in groundwater pumping resulting in a net deficit in aquifer volume or lowering the local groundwater table in some areas of the study area. DWR's conclusion is based on a program-level analysis, as there is uncertainty in the amount of groundwater use that may occur.

Because the Sustainable Groundwater Management Act (SGMA) is in the process of being implemented and because the extent, location, and implementation timing of groundwater pumping associated with changes in transfers and exchanges implemented by PWAs are not known, assumptions related to the ability of SGMA to mitigate any changes in groundwater levels are speculative.

PWAs could propose feasible mitigation measures to reduce significant impacts to less than significant in some cases, although it is not possible for DWR to conclude that feasible mitigation measures would be available to avoid or mitigate significant groundwater effects in all cases. Per CEQA Guidelines Section 15091(a)(2), implementation and enforcement mitigation measures are within the responsibility and jurisdiction of another public agency and not the agency making the finding.

The extent, location, and implementation timing of groundwater pumping associated with changes in transfers and exchanges implemented by PWAs are not known. Therefore, it is concluded that the potential increase in groundwater pumping could result in a net deficit in aquifer volume or lowering the local groundwater table. **For these reasons, this impact is significant and unavoidable.**

**Impact 5.10-2:** The increase in groundwater pumping associated with changes in transfers and exchanges implemented by PWAs could result in subsidence in some of the study area. [p. 5.10-22 – 5.10-25]

**Finding.** It is possible that transfers and exchanges among the PWAs could result in benefits to groundwater levels, as transferred or exchanged water could be used instead of groundwater supplies or this water could be used for groundwater recharge. However, it is also possible that transfers and exchanges from agricultural to M&I PWAs could result in an increase in groundwater pumping in some areas of the study area causing subsidence due to a net deficit in aquifer volume or lowering the local groundwater table. Because the extent, location, and implementation timing of groundwater pumping associated with changes in transfers and exchanges implemented by PWAs are not known, it is concluded that groundwater pumping in

some areas of the study area would cause subsidence due to a net deficit in aquifer volume or lowering the local groundwater table and the impact would be potentially significant.

Because SGMA is in the process of being implemented and because the extent, location, and implementation timing of groundwater pumping associated with changes in transfers and exchanges implemented by PWAs are not known, assumptions related to the ability of SGMA to mitigate any changes in groundwater levels or related subsidence are speculative.

PWAs could propose feasible mitigation measures to reduce significant impacts to less than significant in some cases, although it is not possible for DWR to conclude that feasible mitigation measures would be available to avoid or mitigate significant groundwater effects in all cases. Per CEQA Guidelines Section 15091(a)(2), implementation and enforcement mitigation measures are within the responsibility and jurisdiction of another public agency and not the agency making the finding.

DWR has no information on specific implementation of the transfers and exchanges from the proposed project and it has no authority to implement mitigation measures in the PWA service area. **For these reasons, this impact is significant and unavoidable.**

### Section 3. Cumulative Impacts

Cumulative impacts, as defined in Section 15355 of the CEQA Guidelines, refer to two or more individual effects that, when taken together, are “considerable” or that compound or increase other environmental impacts. Cumulative impacts can result from individually minor, but collectively significant, actions when added to the impacts of other closely related past, present, or reasonably foreseeable future projects. Pertinent guidance for cumulative impact analysis is provided in Section 15130 of the CEQA Guidelines.

The DEIR presents the cumulative impact analysis for the proposed project. Each impact discussion in the DEIR assesses whether the incremental effects of the proposed project could combine with similar effects of one or more of the projects identified in the 2020 RDEIR (p.6-2 – 6.14) to cause or contribute to a significant cumulative effect. If so, the analysis considers whether the incremental contribution of the proposed project would be cumulatively significant (p. 6-8 –6-14).

DWR hereby finds that implementation of the proposed project would not result in physical environmental impacts on the following resource areas: hazards and hazardous materials; noise; population, employment and housing; public services and recreation; surface water hydrology and water quality; transportation; and utilities and service systems. Therefore, these resource areas would not contribute to a cumulative effect and would not compound or increase an environmental impact of these other projects.

The cumulative impact analysis associated with the remaining resource areas (aesthetics, agriculture and forest resources, air quality, biological resources, cultural resources, energy, geology and soils, GHG, groundwater hydrology and water quality, land use and planning, and water supply) focused on six types of impacts that were identified as less than significant or

potential impacts of the proposed project that could contribute to cumulative impacts with the cumulative projects (Contract Extension Project, Monterey Amendment and Settlement Agreement, and Sustainable Groundwater Management Act Implementation) identified in the DEIR. The six types of impacts are impacts to groundwater supplies, subsidence, fallowing and changes in crop patterns, energy and Greenhouse Gas (GHG), reservoir storage, and surface water flow above or below diversions. Impacts associated with fallowing and changes in crop patterns, energy and GHG, reservoir storage, and surface water flow above or below diversions were determined to be less than significant with no mitigation required.

Related to groundwater supplies and subsidence, DWR hereby finds as follows:

### **Groundwater Supplies and Subsidence**

**Findings.** The incremental contribution of the proposed project's effect on groundwater supplies and subsidence would be cumulatively considerable when viewed in connection with the effects of past projects, and current and probable future projects (as full implementation of SGMA is not anticipated until 2040 or 2042). This cumulative impact would be **significant**. PWAs may provide mitigation in their project-level analysis for exchanges and transfers. However, per CEQA Guidelines Section 15091(a)(2), implementation and enforcement mitigation measures are within the responsibility and jurisdiction of another public agency and not the agency making the finding.

Because DWR has no information on specific implementation of the transfers and exchanges from the proposed project and it has no authority to implement mitigation measures in the PWA service area, the cumulative impact would remain **significant and unavoidable**.

## **Section 4. Significant Irreversible Environmental Changes**

According to Sections 15126, subd. (c) and 15126.2, subd. (c) of the CEQA Guidelines, an EIR is required to address any significant irreversible environmental changes that would occur should the proposed project be implemented.

The proposed project would add, delete and modify provisions of the Contracts to clarify terms of the Contracts that will provide greater water management regarding transfers and exchanges of SWP water supply within the service area. The proposed project would not build or modify existing SWP facilities nor change each PWA's contractual maximum Table A amounts. The proposed project would amend and add financial provisions to the Contracts based on the negotiated Agreements in Principle between DWR and the PWAs. Therefore, the proposed project would not result in the commitment of nonrenewable natural resources such as gravel, petroleum products, steel, and slowly renewable resources such as wood products any differently than under existing conditions, and there would be no significant irreversible environmental changes.

## Section 5. Growth-Inducing Effects

The CEQA Guidelines Section 15126.2, subd. (d) requires that an EIR evaluate the growth-inducing impacts of a project. As identified in CEQA Section 15126.2(d), growth inducement is not in and of itself an “environmental impact;” however, growth can result in adverse environmental consequences. Growth inducement may constitute an adverse impact if the growth is not consistent with or accommodated by the land use plans and policies for the affected area. Local land use plans, typically General Plans, provide for land use development patterns and growth policies that allow for the “orderly” expansion of urban development supported by adequate urban public services, such as water supply, sewer service, and new roadway infrastructure. A project that would induce “disorderly” growth (i.e., a project in conflict with local land use plans) could indirectly cause adverse environmental impacts. To assess whether a project with the potential to induce growth is expected to result in significant impacts, it is important to assess the degree to which the growth associated with a project would or would not be consistent with applicable land use plans.

In California, cities and counties have primary authority<sup>3</sup> over land use decisions, while water suppliers, through laws and agreements, are expected and usually required to provide water service if water supply is available. Approval or denial of development proposals is the responsibility of the cities and counties in the study area. Numerous laws are intended to ensure that water supply planning, including planning for water supply infrastructure, and land use planning (such as the approval of, or establishment of constraints to, development) proceed in an orderly fashion.

The proposed project would not build new or modify existing SWP facilities nor change each PWA’s contractual maximum Table A amounts. As discussed in DEIR Section 5.14, Population, Employment, and Housing, (p. 5.14-2 to 5.14-5) because there would be no new facilities built or existing facilities modified, no housing is proposed as part of the project or required as a result of it, nor would the project provide substantial new permanent employment opportunities. Therefore, the proposed project would not result in direct growth inducement.

Because the proposed project would not result in the construction of new or modification of existing water supply storage, treatment or conveyance facilities it would not remove an obstacle to growth associated with water supply.

As discussed in DEIR Section 5.3 Agricultural and Forestry Resources of the DEIR (p. 5.3-7 to 5.3-9), it is possible that transfers from agricultural to M&I PWAs could result in fallowing of agricultural lands and/or changes in crop patterns (e.g., switching from high water-using crops to low water-using crops) in the study area. It is also possible that exchange of SWP water from agricultural to M&I PWAs could occur. However, these transfers and exchanges and any associated fallowing of agricultural land and/or changes in cropping patterns in the study area would not be anticipated to change the existing agricultural land use designations because the land use would remain in agricultural use. Furthermore, additional water transfers or exchanges

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<sup>3</sup> Although cities and counties have primary authority over land use planning, there are exceptions to this such as the CEC (with permit authority and CEQA lead agency status for some thermal power plant projects) and the CPUC (with regulatory authority and CEQA lead agency status for certain utility projects).

are not expected to substantially affect the acreage of land fallowed or put into dry farming compared to existing practices for other reasons (e.g., market conditions, economic conditions, etc.). As a result, it would not be anticipated that there would be a change in land uses associated with delivery of SWP water supplies including, conversion of agricultural land uses to urban uses or increased developed uses in urban areas.

While with the proposed amendments transfers and exchanges could be more frequent and longer in duration, they would not be a permanent transfer of a PWA's annual Table A amounts; therefore, it would not represent a viable long-term source of urban water supply to support additional unplanned growth. Therefore, the proposed amendments would not result in additional water supply that could support growth over what is currently planned for in those jurisdictions and the proposed project would not result in indirect growth inducement.

Furthermore, cities and counties are responsible for considering the environmental effects of their growth and land use planning decisions (including, but not limited to, conversion of agricultural land to urban uses, loss of sensitive habitats, and increases in criteria air emissions). As new developments are proposed, or general plans adopted, local jurisdictions prepare environmental compliance documents to analyze the impacts associated with development in their jurisdiction pursuant to CEQA. The impacts of growth would be analyzed in detail in general plan EIRs and in project-level CEQA compliance documents. Mitigation measures for identified significant impacts would be the responsibility of the local jurisdictions in which the growth would occur. If identified impacts could not be mitigated to a level below the established thresholds, then the local jurisdiction would need to adopt overriding considerations.

## Section 6. Alternatives

DWR has considered the project alternatives presented and analyzed in the DEIR and presented during the comment period and public hearing process. DWR finds that these alternatives are infeasible. Based on the impacts identified in the DEIR and other reasons summarized below, and as supported by substantial evidence in the record, DWR finds that approval and implementation of the proposed project as proposed is the most desirable, feasible, and appropriate action and hereby rejects the other alternatives and other combinations and/or variations of alternatives as infeasible based on consideration of the relevant factors set forth in CEQA Guidelines Section 15126.6, subdivision (f). (See also CEQA Guidelines, Section 15091, subd. (a)(3).) Each alternative and the facts supporting the finding of infeasibility of each alternative are set forth below.

### Alternatives Considered and Dismissed from Further Consideration

The alternative described below was rejected for further consideration (p 7-3 – 7-4).

**Implement New Water Conservation Provisions in the Contracts:** Agriculture and urban water efficiency, conservation, and management measures are governed by the existing regulatory and legal requirements independent from the proposed project, including Assembly

Bill 1668 and Senate Bill 606. Additional water conservation measures in the Contracts would not provide greater water management regarding transfers and exchanges of SWP water as compared to the proposed project because water conservation is already required. Consequently, these actions are independent from the proposed project and do not meet the basic project objectives. Therefore, amending the Contracts to require implementation of agriculture and M&I water conservation measures was rejected, as these actions are required by state statute and are met by local water agencies under existing law.

## Summary of Alternatives Considered

CEQA requires that an EIR describe and evaluate a range of reasonable alternatives to a project or to the location of a project that would feasibly attain most of the basic project objectives and avoid or substantially lessen significant project impacts. The purpose of the alternatives analysis is to determine whether or not a variation of the proposed project would reduce or eliminate significant project impacts within the framework of the project's basic objectives.

The alternatives considered in the DEIR include:

- Alternative 1: No Project
- Alternative 2: Reduce Table A Deliveries
- Alternative 3: Reduced Flexibility in Water Transfers/Exchanges
- Alternative 4: More Flexibility in Water Transfers/Exchanges
- Alternative 5: Only Agriculture to M&I Transfers Allowed

## Alternative 1: No Project

### Description

CEQA Guidelines section 15126.6, subd. (e) requires consideration of a No Project Alternative. The purpose of this alternative is to allow the decision makers to compare impacts of approving a project with impacts of not approving a project. Under the No Project Alternative, DWR takes no action, and DWR and the PWAs would continue to operate and finance the SWP under the current Contracts.

### Facts in Support of Finding of Infeasibility

Alternative 1 would not meet the objective of the project because Alternative 1 does not provide greater water management regarding transfers and exchanges of SWP water supply within the SWP service area and as compared to the proposed project. In addition, impacts under Alternative 1 would be similar but greater when compared to the proposed project. Alternative 1 could result in new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project. In addition, if alternative sources of water are not available, then the less than significant impacts identified for the proposed project could be potentially significant.



## Alternative 2: Amending Contract to Reduce Table A Deliveries

### Description

Under Alternative 2, as with the proposed project, DWR and the PWAs would agree to amend the Contracts based on the May 20, 2019 AIP. However, unlike the proposed project, the Contracts would be amended to reduce annual Table A amounts proportionately for all the PWAs.

### Facts in Support of Finding of Infeasibility

Alternative 2 would not meet the objectives of the project because it would cause a reduction in delivery of annual Table A amounts proportional for all PWAs and would not provide greater water management regarding transfers and exchanges. In addition, impacts under Alternative 2 would be similar but greater when compared to the proposed project. Alternative 2 could result in new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project. In addition, if alternative sources of water are not available, then the less than significant impacts identified for the proposed project could be potentially significant.

## Alternative 3: Less Flexibility in Water Transfers/Exchanges

### Description

Under Alternative 3, as with the proposed project, DWR and the PWAs would agree to amend the Contracts based on the May 20, 2019 AIP. However, unlike the proposed project, the Contracts would not be amended to modify provisions of the Contracts and clarify certain terms of the Contracts to provide greater water management regarding transfers and exchanges of SWP water supply within the SWP service area. Some increase in flexibility of exchanges and transfers would be agreed to, but not all. For example, Alternative 3 would amend the Contracts to allow PWAs to transfer carryover water in San Luis Reservoir, but only 20 percent of the carryover water (the proposed project allows for 50 percent), allow limited multi-year transfers of five years or less (the proposed project allows for up to the Contract term), and not allow use of Transfer Packages. In addition, unlike the proposed project, PWAs would transfer water based on cost compensation established by DWR. Also, under Alternative 3, the Contracts would not amend the text in Article 56(f) regarding water exchanges to add provisions, such as conducting water exchanges as buyers and sellers in the same year and increasing the compensation allowed to facilitate the exchanges. Therefore, Alternative 3 would result in a similar or slightly less amount of water transfers among the PWAs than the proposed project, due to the less flexibility in water transfers and exchanges.

### Facts in Support of Finding of Infeasibility

Alternative 3 would meet the objectives of the project, but to a lesser degree because the water transfers and exchanges would not provide as much water management flexibility regarding transfers and exchanges. In addition, impacts under Alternative 3 would be similar but greater

when compared to the proposed project. Alternative 3 could result in new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project. In addition, if alternative sources of water are not available, then the less than significant impacts identified for the proposed project could be potentially significant.

## Alternative 4: More Flexibility in Water Transfer/Exchanges

### Description

Under Alternative 4, as with the proposed project, DWR and the PWAs would agree to amend the Contracts. However, unlike the proposed project, the Contracts would be amended to allow PWAs more flexibility in water transfers and exchanges. Similar to the proposed project, PWAs would be able to transfer carryover water in San Luis Reservoir, transfer water for multiple years without permanently relinquishing that portion of their Table A amounts, and transfer water in Transfer Packages. Similar to the proposed project, PWA would be able to transfer water based on terms they establish for cost compensation and duration, and store and transfer water in the same year. Unlike the proposed project that only allows for a single-year transfers associated with carryover water, Alternative 4 would allow transfers and exchanges to include up to 100 percent of a PWA's carryover in San Luis Reservoir and allow multi-year use of its carryover water in both transfers and exchanges. Similar to the proposed project, the proposed exchange provisions of the AIP would establish a larger range of return ratios in consideration of varying hydrology and also maximum compensation with respect to SWP charges and allow PWAs to conduct additional water exchanges as buyers and sellers in the same year.

### Facts in Support of Finding of Infeasibility

Alternative 4 would meet the objectives of the project. In addition, Under Alternative 4 the less than significant impacts associated with changes in flow including, adverse effects to special-status fish or terrestrial species, and water supply would be similar to the proposed project. However, similar to the proposed project, there is potential for Alternative 4 to result in a net deficit in aquifer volume, lowering of the local groundwater table, or subsidence in some areas of the study area with impacts that may be significant and unavoidable.

## Alternative 5: Greater Water Management – Only Agriculture to M&I Transfers Allowed

### Description

Under Alternative 5, as with the proposed project, DWR and the PWAs would agree to amend the Contracts based on the May 20, 2019 AIP.

Unlike the proposed project, DWR and PWAs would amend Contract provisions to allow the transfer of Table A water only from agricultural PWAs to M&I PWAs and not change any current Contract provisions for exchanges. Transfers from M&I PWAs to M&I PWAs, M&I PWAs to agricultural PWAs, and agricultural PWAs to agricultural PWAs would not be allowed. Similar to

the proposed project, PWAs could transfer carryover water in San Luis Reservoir to PWAs, transfer water for multiple years without permanently relinquishing that portion of their Table A amounts and request DWR's approval of Transfer Package; however, unlike the proposed project, these transfers would only be from agricultural PWAs to M&I PWAs. Similar to the proposed project, Alternative 5 would revise the Contract to allow the PWAs to transfer water based on terms they establish for cost compensation and duration. An agricultural PWA would be able to store and transfer water in the same year to M&I PWAs, and transfer up to 50 percent of its carryover water, but only for a single-year transfer to an M&I PWA (i.e., a future or multi-year commitment of transferring carryover water is not allowed). Under Alternative 5, the Contracts would not be amended to modify the text in Article 56(f) regarding water exchanges to include additional provisions, such as conducting water exchanges as buyers and sellers in the same year.

Similar to the proposed project, Alternative 5 would not build new or modify existing SWP facilities nor change any of the PWA's contractual maximum Table A amounts. Also similar to the proposed project, Alternative 5 would not change the water supply delivered by the SWP as SWP water supply would continue to be delivered to the PWAs consistent with current Contracts terms, including Table A and Article 21 deliveries. Operation of the SWP under this alternative would be subject to ongoing environmental regulations including for water rights, water quality and endangered species protection, among other State and federal laws. Also similar to the proposed project, Alternative 5 would not require additional permits or approvals.

## **Facts in Support of Finding of Infeasibility**

Alternative 5 would meet some of the objectives of the project, but to a lesser degree because the water transfers and exchanges would not provide as much water management flexibility regarding transfers and exchanges. In addition, impacts under Alternative 5 would be similar but greater when compared to the proposed project. Alternative 5 could result in new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project. In addition, if alternative sources of water are not available, then the less than significant impacts identified for the proposed project could be potentially significant.

## **Environmentally Superior Alternative**

CEQA Guidelines Section 15126.6 subd. (e) requires the identification of an environmentally superior alternative to the proposed project.

As presented in the DEIR, implementation of the proposed project would result in less than significant or no physical environmental impacts to all resource areas except for impacts related to groundwater supplies and subsidence, which are significant and unavoidable.

Alternative 4 would result in similar impacts as the proposed project (e.g., net deficit in aquifer volume, lowering of the local groundwater table, or subsidence in some areas of the study area). Alternatives 1, 2, 3, and 5 could result in impacts similar or greater (new potentially significant impacts associated with the construction and operation of new water supply facilities that were not identified for the proposed project) than the proposed project. Therefore, because the

proposed project and Alternative 4 would result in similar impacts and the other alternatives may result in similar or greater impacts, Alternative 4 was determined to be the environmentally superior alternative.

## Section 7. Statement of Overriding Considerations

DWR hereby declares that, pursuant to CEQA Guidelines Section 15093, it has balanced the benefits of the proposed project against any unavoidable environmental impacts in determining whether to approve the proposed project. Pursuant to the CEQA Guidelines, if the benefits of the proposed project outweigh the unavoidable adverse environmental impacts, those impacts may be considered “acceptable.”

Having evaluated the reduction of adverse significant environmental effect of the proposed project to the extent feasible, considered the entire administrative record on the Project, and weighed the benefits of the proposed project against its unavoidable adverse impact, DWR has determined that each of the following benefits of the proposed project separately and individually outweigh the potential unavoidable adverse impacts and render those potential adverse impacts acceptable based upon the following overriding considerations. The following represents the specific reasons to support this determination based on the final EIR and information contained therein.

### Water Transfers

The proposed project would add, delete, and modify provisions of the Contracts and clarify certain terms of the Contracts that will provide greater water management regarding transfers and exchanges of SWP water within the SWP service area.

The transfer provisions of the proposed project would facilitate the PWAs ability to:

- Transfer SWP water for multiple years and multiple parties without permanently relinquishing that portion of their annual Table A amounts;
- negotiate cost compensation and duration among the PWAs on a willing seller-willing buyer basis for water transfers; and
- Transfer SWP water stored outside of the transferring PWA’s service area to the receiving PWA’s service area

All these proposed transfer provisions would provide the PWAs with increased flexibility for short-term and long-term planning and management of their SWP water supplies. The proposed project, however, would not include any change to the PWA’s permanent annual Table A amounts.

Since the Monterey Amendment, DWR has approved short-term water transfers pursuant to Articles 15(a) and 41, and has administered the short-term Turn-Back Water Pool Program pursuant to Article 56 of the Contracts. The Turn-Back Water Pool Program allows a PWA to sell Table A water that it will not use, subject to certain conditions, for a set price that is either 50

percent or 25 percent of the Delta Water Rate for that year. DWR has also administered, on a demonstration basis, a multi-year water pool program for 2013-2014 and 2015-2016 that allowed PWAs to participate in the two-year program as either a buyer or seller for each of the two years (a decision made at the beginning of each of the two-year programs) with greater compensation for the water than allowed under the Turn-Back Water Pool Program. DWR has allowed transfers of Table A water among two PWAs with the same landowner in their respective service areas that do not include an exchange of money.

The proposed project would remove all language related to the Turn-back Pool from the Contracts and, compared to the Turn-Back Water Pool Program where DWR established the price based on the Delta water rate, the proposed project would revise the Contracts to allow the PWAs to transfer water based on terms they establish for cost compensation and duration. Also, in contrast to the Turn-Back Water Pool Program, a water transfer could be as long as the remainder of the term of the PWA's Contract. In addition, a PWA would be able to store and transfer water in the same year, and transfer up to 50 percent of its carryover water in San Luis Reservoir, but only for a single-year transfer (i.e., a future or multi-year commitment of transferring carryover water is not allowed).

The proposed amendments would result in a greater amount of water transfers among the PWAs than under the current Contract provisions. Based on past experience and discussions with PWAs, most water transfers that occur due to the proposed amendments would occur among the PWAs located south of the Delta and would not involve additional export of SWP water from the Delta. Water transfers would be implemented using the existing physical facilities and existing operational and regulatory processes, including CEQA compliance.

## Water Exchanges

The proposed project would amend the text in Article 56(f) regarding water exchanges to include additional provisions. The proposed exchange provisions of the AIP would establish return ratios (up to a 5:1 ratio) based on a consideration of varying hydrology and would set compensation based on a PWA's SWP charges.

The proposed amendments would allow PWAs to exchange carryover water in San Luis Reservoir, and exchange up to 50 percent of their carryover water in a single-year transaction (i.e., a future or multi-year commitment of exchanging carryover water is not allowed). The proposed provisions would also allow PWAs to conduct water exchanges of carryover water as buyers and sellers in the same year.

While DWR has approved water exchanges pursuant to Articles 15(a), 41, and 56(f), the proposed project would provide the PWAs with increased flexibility for short-term and long-term planning of water supplies. Under the proposed project, exchanges may be used more frequently to respond to variations in hydrology, such as wet years, and in single dry-year and multiple dry-year conditions.

## Acronyms and Glossary

AIP	Agreement in Principle
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
Contracts	Water Supply Contracts
DEIR	Draft Environmental Impact Report
DWR	California Department of Water Resources
EIR	Environmental Impact Report
FEIR	Final EIR
PRC	California Public Resources Code
PWAs	Public Water Agencies
RDEIR	Recirculated Draft Environmental Impact Report
SGMA	Sustainable Groundwater Management Act
SWC	State Water Contractors
SWP	State Water Project

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STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 18 (THE WATER MANAGEMENT AMENDMENT)  
TO WATER SUPPLY CONTRACT  
BETWEEN  
THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES  
AND  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

THIS AMENDMENT to the Water Supply Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ pursuant to the provisions of the California Water Resources Development Bond Act, the Central Valley Project Act, and other applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources, herein referred to as the "State," and San Bernardino Valley Municipal Water District, herein referred to as the "District."

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**RECITALS**

- A. The State and the District entered into and subsequently amended a water supply contract (the “contract”), dated December 30, 1960, providing that the State shall supply certain quantities of water to the District and providing that the District shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payments; and
- B. The State and the District, in an effort to manage water supplies in a changing environment, explored non-structural solutions to provide greater flexibility in managing State Water Project (SWP) water supplies; and
- C. The State and the District, in an effort to support the achievement of the coequal goals for the Delta set forth in the Delta Reform Act, sought solutions to develop water supply management practices to enhance flexibility and reliability of SWP water supplies while the District is also demonstrating its commitment to expand its water supply portfolio by investing in local water supplies; and
- D. The State and the District, in response to the Governor’s Water Resiliency Portfolio, wish to maintain and diversify water supplies while protecting and enhancing natural systems without changing the way in which the SWP operates; and
- E. The State and the District sought to create a programmatic solution through transfers or exchanges of SWP water supplies that encourages regional approaches among water users sharing watersheds and strengthening partnerships with local water agencies, irrigation districts, and other stakeholders; and
- F. The State and the District, in an effort to comply with the Open and Transparent Water Data Platform Act (Assembly Bill 1755), sought means to create greater transparency in water transfers and exchanges; and
- G. The State, the District and representatives of certain other SWP Contractors have negotiated and agreed upon a document (dated May 20, 2019), the subject of which is “ Draft Agreement in Principle for the SWP Water Supply Contract Amendment for Water Management” (the “Agreement in Principle”); and
- H. The Agreement in Principle describes that the SWP Water Supply Contract Amendment for Water Management “supplements and clarifies terms of the SWP water supply contract that will provide greater water management regarding transfers and exchanges of SWP water within the SWP service area”; the principles agreed to would achieve this without relying upon increased SWP diversions or changing the way in which the SWP operates, and consistent with all applicable contract and regulatory requirements; and

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- I. The State, the District and those Contractors intending to be subject to the contract amendments contemplated by the Agreement in Principle subsequently prepared an amendment to their respective Contracts to implement the provisions of the Agreement in Principle, and such amendment was named the “SWP Water Supply Contract Amendment for Water Management”; and
- J. The State and the District desire to implement continued service through the contract and under the terms and conditions of this “SWP Water Supply Contract Amendment for Water Management”;

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**NOW, THEREFORE, IT IS MUTUALLY AGREED** that the following changes and additions are hereby made to the District's water supply contract with that State:

**AMENDED CONTRACT TEXT**

**ARTICLE 1 IS AMENDED TO ADD THE FOLLOWING DEFINITIONS, PROVIDED THAT IF THIS WATER MANAGEMENT AMENDMENT TAKES EFFECT BEFORE THE CONTRACT EXTENSION AMENDMENT TAKES EFFECT, THE ADDITIONS HEREIN MADE SHALL CONTINUE IN EFFECT AFTER THE CONTRACT EXTENSION AMENDMENT TAKES EFFECT NOTWITHSTANDING THE CONTRACT EXTENSION AMENDMENT'S DELETION AND REPLACEMENT OF ARTICLE 1 IN ITS ENTIRETY:**

**1. Definitions**

- (au) **"Article 56 Carryover Water"** shall mean water that a contractor elects to store under Article 56 in project surface conservation facilities for delivery in a subsequent year or years.

**ARTICLES 21 and 56 ARE DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING TEXT:**

**21. Interruptible Water Service**

**(a) Allocation of Interruptible Water**

Each year from water sources available to the project, the State shall make available and allocate interruptible water to contractors in accordance with the procedure in Article 18(a). Allocations of interruptible water in any one year may not be carried over for delivery in a subsequent year, nor shall the delivery of interruptible water in any year impact the District's approved deliveries of Annual Table A Amount or the District's allocation of water for the next year. Deliveries of interruptible water in excess of the District's Annual Table A Amount may be made if the deliveries do not adversely affect the State's delivery of Annual Table A Amount to other contractors or adversely affect project operations. Any amounts of water owed to the District as of the date of this amendment pursuant to former Article 12(d), any contract provisions or letter agreements relating to wet weather water, and any Article 14(b) balances accumulated prior to 1995, are canceled. The State shall hereafter use its best efforts, in a manner that causes no adverse impacts upon other contractors or the project, to

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avoid adverse economic impacts due to the District's inability to take water during wet weather.

**(b) Notice and Process for Obtaining Interruptible Water**

The State shall periodically prepare and publish a notice to contractors describing the availability of interruptible water under this article. To obtain a supply of interruptible water, including a supply from a transfer of interruptible water, the District shall execute a further agreement with the State. The State will timely process such requests for scheduling the delivery of the interruptible water.

**(c) Rates**

For any interruptible water delivered pursuant to this article, the District shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as if such interruptible water were Table A Amount water, as well as all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State. The State shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if interruptible water were not scheduled for or delivered to the District. Only those contractors not participating in the repayment of the capital costs of a reach shall be required to pay any use of facilities charge for the delivery of interruptible water through that reach.

**(d) Transfers of Interruptible Water**

- (1) Tulare Lake Basin Water Storage District, Empire West-Side Irrigation District, Oak Flat Water District, and County of Kings may transfer to other contractors a portion of interruptible water allocated to them under subdivision (a) when the State determines that interruptible water is available.
- (2) The State may approve the transfer of a portion of interruptible water allocated under subdivision (a) to contractors other than those listed in (d)(1) if the contractor acquiring the water can demonstrate a special need for the transfer of interruptible water.

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- (3) The contractors participating in the transfer shall determine the cost compensation for the transfers of interruptible water. The transfers of interruptible water shall be consistent with Articles 56(d) and 57.

**56. Use, Storage of Project Water Outside of Service Area and Article 56 Carryover Water**

**(a) State Consent to Use of Project Water Outside of Service Area**

Notwithstanding the provisions of Article 15(a), the State hereby consents to the District storing project water in a groundwater storage program, project surface conservation facilities and in nonproject surface storage facilities located outside its service area for later use by the District within its service area and to the District transferring or exchanging project water outside its service area as set forth herein.

**(b) Groundwater Storage Programs**

The District shall cooperate with other contractors in the development and establishment of groundwater storage programs. The District may elect to store project water in a groundwater storage program outside its service area for later use within its service area. There shall be no limit on the amount of project water the District can store outside its service area during any year in a then existing and operational groundwater storage program.

**(1) Transfers of Annual Table A Amount stored in a groundwater storage program outside a contractor's service area.**

In accordance with applicable water rights law and the terms of this article, the District may transfer any Annual Table A Amount stored on or after the effective date of the Water Management Amendment in a groundwater storage program outside its service area to another contractor for use in that contractor's service area. These transfers must comply with the requirements of Articles 56(c)(4)(i)-(v), (6) and (7), and Article 57. The District will include these transfers in its preliminary water delivery schedule required in Article 12(a).

**(2) Exchanges of any Annual Table A Amount stored in a groundwater storage program outside a contractor's service area.**

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In accordance with applicable water rights law and the terms of this article, the District may exchange any Annual Table A Amount stored on or after the effective date of the Water Management Amendment in a groundwater storage program outside its service area with another contractor for use in that contractor's service area. These exchanges must comply with the requirements in Article 56(c)(4)(i)-(v). The District shall include these exchanges in its preliminary water delivery schedule pursuant to Article 12(a).

**(c) Article 56 Carryover Water and Transfers or Exchanges of Article 56 Carryover Water**

(1) In accordance with any applicable water rights laws, the District may elect to use Article 56 Carryover Water within its service area, or transfer or exchange Article 56 Carryover Water to another contractor for use in that contractor's service area in accordance with the provisions of subdivision (c)(4) of this article. The District shall submit to the State a preliminary water delivery schedule on or before October 1 of each year pursuant to Article 12(a), the quantity of water it wishes to store as Article 56 Carryover Water in the next succeeding year, and the quantity of Article 56 Carryover Water it wishes to transfer or exchange with another contractor in the next succeeding year. The amount of project water the District can add to storage in project surface conservation facilities and in nonproject surface storage facilities located outside the District's service area each year shall be limited to the lesser of the percent of the District's Annual Table A Amount shown in column 2 or the acre-feet shown in column 3 of the following table, depending on the State's final Table A water supply allocation percentage as shown in column 1. For the purpose of determining the amount of project water the District can store, the final water supply allocation percentage shown in column 1 of the table below shall apply to the District. However, there shall be no limit to storage in nonproject facilities in a year in which the State's final water supply allocation percentage is one hundred percent. These limits shall not apply to water stored pursuant to Articles 12(e) and 14(b).

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1. Final Water Supply Allocation Percentage	2. Maximum Percentage of District's Annual Table A Amount That Can Be Stored	3. Maximum Acre-Feet That Can Be Stored
50% or less	25%	100,000
51%	26%	104,000
52%	27%	108,000
53%	28%	112,000
54%	29%	116,000
55%	30%	120,000
56%	31%	124,000
57%	32%	128,000
58%	33%	132,000
59%	34%	136,000
60%	35%	140,000
61%	36%	144,000
62%	37%	148,000
63%	38%	152,000
64%	39%	156,000
65%	40%	160,000
66%	41%	164,000
67%	42%	168,000
68%	43%	172,000
69%	44%	176,000
70%	45%	180,000
71%	46%	184,000
72%	47%	188,000
73%	48%	192,000
74%	49%	196,000
75% or more	50%	200,000

- (2) Storage capacity in project surface conservation facilities at any time in excess of that needed for project operations shall be made available to requesting contractors for storage of project and nonproject water. If such storage requests exceed the available storage capacity, the available capacity shall be allocated among contractors requesting storage in proportion to their Annual Table A Amounts for that year. The District may store water in excess of its allocated share of capacity as long as capacity is available for such storage.
- (3) If the State determines that a reallocation of excess storage capacity is needed as a result of project operations or because of the exercise of a

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contractor's storage right, the available capacity shall be reallocated among contractors requesting storage in proportion to their respective Annual Table A Amounts for that year. If such reallocation results in the need to displace water from the storage balance for any contractor or noncontractor, the water to be displaced shall be displaced in the following order of priority:

First, water, if any, stored for noncontractors;

Second, water stored for a contractor that previously was in excess of that contractor's allocation of storage capacity; and

Third, water stored for a contractor that previously was within that contractor's allocated storage capacity.

The State shall determine whether water stored in a project surface water conservation facility is subject to displacement and give as much notice as feasible of a potential displacement. If the District transfers or exchanges Article 56 Carryover Water pursuant to this subdivision to another contractor for storage in such facility, the State shall recalculate the amount of water that is subject to potential displacement for both contractors participating in the transfer or exchange. The State's recalculation shall be made pursuant to subdivision (4) of this article.

**(4) Transfers or Exchanges of Article 56 Carryover Water**

The District may transfer or exchange its Article 56 Carryover Water as provided in this subdivision under a transfer or exchange agreement with another contractor. Water stored pursuant to Articles 12(e) and 14(b) and nonproject water shall not be transferred or exchanged. Transfers or exchanges of Article 56 Carryover Water under this subdivision shall comply with subdivision (f) of this article and Article 57 as applicable, which shall constitute the exclusive means to transfer or exchange Article 56 Carryover Water.



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On or around January 15 of each year, the State shall determine the maximum amount of Article 56 Carryover Water as of January 1 that will be available for transfers or exchanges during that year. The State's determination shall be consistent with subdivisions (c)(1) and (c)(2) of this article.

The State shall timely process requests for transfers or exchanges of Article 56 Carryover Water by participating contractors. After execution of the transfer or exchange agreement between the State and the contractors participating in the transfer or exchange, the State shall recalculate each contractor's storage amounts for the contractors participating in the transfer or exchange. The State's recalculation shall result in an increase by an amount of water within the storage amounts for the contractor receiving the water and a decrease by the same amount of water for the contractor transferring or exchanging water. The State's recalculation shall be based on the criteria set forth in the State's transfer or exchange agreement with the participating contractors. The State's calculations shall also apply when a contractor uses Article 56 Carryover Water to complete an exchange.

Transfers and exchanges of Article 56 Carryover Water shall meet all of the following criteria:

- (i) Transfers or exchanges of Article 56 Carryover Water are limited to a single-year. Project water returned as part of an exchange under subdivision (c)(4) Article 56 Carryover Water may be returned over multiple years.
- (ii) The District may transfer or exchange an amount up to fifty percent (50%) of its Article 56 Carryover Water to another contractor for use in that contractor's service area.
- (iii) Subject to approval of the State, the District may transfer or exchange an amount greater than 50% of its Article 56 Carryover Water to another

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contractor for use in that contractor's service area. The District seeking to transfer or exchange greater than 50% of its Article 56 Carryover Amount shall submit a written request to the State for approval. The District making such a request shall demonstrate to the State how the District will continue to meet its critical water needs in the current year of the transfer or exchange and in the following year.

- (iv) The contractor receiving the water transferred or exchanged under subdivisions (4)(i) or (ii) above shall confirm in writing to the State its need for the water that year and shall take delivery of the water transferred or exchanged in the same year.
  - (v) Subject to the approval of the State, the District may seek an exception to the requirements of subdivisions (4)(i), (ii), and (iii) above. The District seeking an exception shall submit a written request to the State demonstrating to the State the need for 1) using project surface conservation facilities as the transfer or exchange point for Article 56 Carryover Water if the receiving contractor cannot take delivery of the transfer or exchange water in that same year, 2) using project surface conservation facilities for the transfer or exchange of one contractor's Article 56 Carryover Water to another contractor to reduce the risk of the water being displaced. or 3) for some other need.
- (5) The restrictions on storage of project water outside a District's service area provided for in this subdivision (c), shall not apply to storage in any project off-stream storage facilities constructed south of the Delta after the date of the Monterey Amendment.

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- (6) For any project water stored outside its service area pursuant to subdivisions (b) and (c), the District shall pay the State the same (including adjustments) for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water as the District pays for the transportation of Annual Table A Amount to the reach of the project transportation facility from which the water is delivered to storage. If annual entitlement is stored, the Delta Water Charge shall be charged only in the year of delivery to interim storage. For any stored water returned to a project transportation facility for final delivery to its service area, the District shall pay the State the same for power resources (including on-aqueduct, off-aqueduct, and any other power) incurred in the transportation of such water calculated from the point of return to the aqueduct to the turn-out in the District's service area. In addition, the District shall pay all incremental operation, maintenance, and replacement costs, and any other incremental costs, as determined by the State, which shall not include any administrative or contract preparation charge. Incremental costs shall mean those nonpower costs which would not be incurred if such water were scheduled for or delivered to the District's service area instead of to interim storage outside the service area. Only those contractors not participating in the repayment of a reach shall be required to pay a use of facilities charge for use of a reach for the delivery of water to, or return of water from, interim storage.
- (7) A District electing to store project water in a nonproject facility within the service area of another contractor shall execute a contract with that other contractor prior to storing such water which shall be in conformity with this article and will include at least provisions concerning the point of delivery and the time and method for transporting such water.

**(d) Non-Permanent Water Transfers of Project Water**

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Notwithstanding the provisions of Article 15(a), the State hereby consents to the District transferring project water outside its service area in accordance with the following:

- (1) The participating contractors shall determine the duration and compensation for all water transfers, including single-year transfers, Transfer Packages and multi-year transfers.
- (2) The duration of a multi-year transfer shall be determined by the participating contractors to the transfer, but the term of the transfer agreement shall not extend beyond the term of the Contract with the earliest term.
- (3) A Transfer Package shall be comprised of two or more water transfer agreements between the same contractors. The State shall consider each proposed water transfer within the package at the same time and shall apply the transfer criteria pursuant to Article 57 in the review and approval of each transfer. The State shall not consider a Transfer Package as an exchange.

**(e) Continuance of Article 12(e) Carry-over Provisions**

The provisions of this article are in addition to the provisions of Article 12(e), and nothing in this article shall be construed to modify or amend the provisions of Article 12(e). Any contractor electing to transfer or exchange project water during any year in accordance with the provisions of subdivision (c) of this article, shall not be precluded from using the provisions of Article 12(e) for carrying over water from the last three months of that year into the first three months of the succeeding year.

**(f) Bona Fide Exchanges Permitted**

Notwithstanding the provisions of Article 15(a), the State hereby consents to the District exchanging project water outside its service area consistent with this Article. Nothing in this article shall prevent the District from entering into bona fide exchanges of project water for use outside the District's service area with other parties for project water or nonproject water if the State consents to the use of the project water outside the District's service area. Also,

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nothing in this article shall prevent the District from continuing those exchange or sale arrangements entered into prior to September 1, 1995. Nothing in this article shall prevent the District from continuing those exchange or sale arrangements entered into prior to [ ] which had previously received any required State approvals. The State recognizes that the hydrology in any given year is an important factor in exchanges. A “bona fide exchange” shall mean an exchange of water involving the District and another party where the primary consideration for one party furnishing water to another party is the return of a substantially similar amount of water, after giving due consideration to the hydrology, the length of time during which the water will be returned, and reasonable payment for costs incurred.. In addition, the State shall consider reasonable deductions based on expected storage or transportation losses that may be made from water delivered. The State may also consider any other nonfinancial conditions of the return. A “bona fide exchange” shall not involve a significant payment unrelated to costs incurred in effectuating the exchange. The State, in consultation with the contractors, shall have authority to determine whether a proposed exchange of water constitutes a “bona fide exchange” within the meaning of this paragraph and not a disguised sale.

**(g) Exchanges of Project Water**

Exchanges of project water shall be consistent with Article 57. In addition, the State shall apply the following criteria to its review of each exchange of project water as set forth below:

**(1) Exchange Ratio**

Exchange ratio shall mean the amount of water delivered from a contractor’s project supply in a year to another contractor compared to the amount of water returned to the first contractor in a subsequent year by the other contractor. All exchanges shall be subject to the applicable exchange ratio in this article as determined by the allocation of available supply for the Annual Table A Amount at the time the exchange transaction between the contractors is executed.

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- (a) For allocations greater than or equal to 50%, the exchange ratio shall be no greater than 2 to 1.
- (b) For allocations greater than 25% and less than 50%, the exchange ratio shall be no greater than 3 to 1.
- (c) For allocations greater than 15% and less than or equal to 25%, the exchange ratio shall be no greater than 4 to 1.
- (d) For allocations less than or equal to 15%, the exchange ratio shall be no greater than 5 to 1.

**(2) Cost Compensation**

The State shall determine the maximum cost compensation calculation using the following formula:

The numerator shall be the exchanging District's conservation minimum and capital and transportation minimum and capital charges, including capital surcharges. DWR will set the denominator using the State Water Project allocation which incorporates the May 1 monthly Bulletin 120 runoff forecast.

If a District submits a request for approval of an exchange prior to May 1, the State shall provide timely approval with the obligation of the contractors to meet the requirement of the maximum compensation. If the maximum compensation is exceeded because the agreement between the contractors is executed prior to the State Water Project allocation as defined in (c)(2) above, the contractors will revisit the agreement between the two contractors and make any necessary adjustments to the compensation. If the contractors make any adjustments to the compensation, they shall notify the State.

**(3) Period During Which the Water May Be Returned:**

The period for the water to be returned shall not be greater than 10 years and shall not go beyond the

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expiration date of this Contract. If the return of the exchange water cannot be completed within 10 years, the State may approve a request for an extension of time.

**(h) Other Transfers**

Nothing in this article shall modify or amend the provisions of Articles 15(a), 18(a) or Article 41, except as expressly provided for in subdivisions (c) and (d) of this article and in subdivision (d) of Article 21.

**NEW CONTRACT ARTICLES**

**ARTICLE 57 IS ADDED TO THE CONTRACT AS A NEW ARTICLE AS FOLLOWS:**

**57. Provisions Applicable to Both Transfers and Exchanges of Project Water**

- (a) Nothing in this Article modifies or limits Article 18 (a).
- (b) Transfers and exchanges shall not have the protection of Article 14(b).
- (b) The District may be both a buyer and seller in the same year and enter into multiple transfers and exchanges within the same year.
- (d) Subject to the State's review and approval, all transfers and exchanges shall satisfy the following criteria:
  - (1) Transfers and exchanges shall comply with all applicable laws and regulations.
  - (2) Transfers and exchanges shall not impact the financial integrity of the State Water Project, Transfers and exchange agreements shall include provisions to cover all costs to the State for the movement of water such as power costs and use of facility charge.
  - (3) Transfers and exchanges shall be transparent, including compliance with subdivisions (g) and (h) of this article.
  - (4) Transfers and exchanges shall not harm other contractors not participating in the transfer or exchange.
  - (5) Transfers and exchanges shall not create significant adverse impacts to the service area of each contractor participating in the transfer or exchange.
  - (6) Transfers and exchanges shall not adversely impact State Water Project operations.
- (e) The District may petition the State and the State shall have discretion to approve an exception to the criteria set forth in subdivision (d) in the following cases:



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- (1) When a transfer or exchange does not meet the criteria, but the District has determined that there is a compelling need to proceed with the transfer or exchange.
  - (2) When a District that has received water in a transfer or exchange cannot take all of the water in the transaction in the same year, the District may request to store its water consistent with Article 56(c), including in San Luis Reservoir.
- (f) The State will timely process such requests for scheduling the delivery of the transferred or exchanged water. Contractors participating in a transfer or exchange shall submit the request in a timely manner.
- (g) Each contractor participating in a transfer or exchange shall confirm to the State in a resolution or other appropriate document approving the transfer or exchange, including use of Article 56(c) stored water, that:
- (1) The District has complied with all applicable laws.
  - (2) The District has provided any required notices to public agencies and the public.
  - (3) The District has provided the relevant terms to all contractors and to the Water Transfers Committee of the State Water Contractors Association.
  - (4) The District is informed and believes that the transfer or exchange will not harm other contractors.
  - (5) The District is informed and believes that the transfer or exchange will not adversely impact State Water Project operations.
  - (6) The District is informed and believes that the transfer or exchange will not affect its ability to make all payments, including payments when

due under its Contract for its share of the financing costs of the State's Central Valley Project Revenue Bonds.

- (7) The District has considered the potential impacts of the transfer or exchange within its service area.

**(h) Dispute Resolution Process Prior to Executing an Agreement**

The State and the contractors shall comply with the following process to resolve disputes if a contractor that is not participating in the transfer or exchange claims that the proposed transfer and/or exchange has a significant adverse impact.

- i. Any claim to a significant adverse impact may only be made after the District has submitted the relevant terms pursuant to Article 57(g)(3) and before the State approves a transfer or exchange agreement.
- ii. In the event that any dispute cannot be resolved among the contractors, the State will convene a group including the Department's Chief of the State Water Project Analysis Office, the Department's Chief Counsel and the Department's Chief of the Division of Operations or their designees and the contractors involved. The contractor's representatives shall be chosen by each contractor. Any contractor claiming an adverse impact must submit written documentation to support this claim and identify a proposed solution. This documentation must be provided 2 weeks in advance of a meeting of the group that includes the representatives identified in this paragraph.
- iii. If this group cannot resolve the dispute, the issue will be taken to the Director of the Department of Water Resources and that decision will be final.

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**WATER MANAGEMENT AMENDMENT IMPLEMENTING  
AND ADMINISTRATIVE PROVISIONS**

**IT IS FURTHER MUTUALLY AGREED** that the following provisions, which shall not be part of the Water Supply Contract text, shall be a part of this Amendment and be binding on the Parties.

**1. EFFECTIVE DATE OF WATER MANAGEMENT AMENDMENT**

- (a) The Water Management Amendment shall take effect (“Water Management Amendment effective date”) on the last day of the calendar month in which the State and 24 or more contractors have executed the Water Management Amendment, unless a final judgment by a court of competent jurisdiction has been entered that the Water Management Amendment is invalid or unenforceable or a final order has been entered that enjoins the implementation of the Water Management Amendment.
- (b) If any part of the Water Management Amendment of any contractor is determined by a court of competent jurisdiction in a final judgment or order to be invalid or unenforceable, the Water Management Amendments of all contractors shall be of no force and effect unless the State and 24 or more contractors agree any the remaining provisions of the contract may remain in full force and effect.
- (c) If 24 or more contractors have not executed the Water Management Amendment by February 28, 2021 then within 30 days the State, after consultation with the contractors that have executed the amendment, shall make a determination whether to waive the requirement of subdivision (a) of this effective date provision. The State shall promptly notify all contractors of the State’s determination. If the State determines, pursuant to this article to allow the Water Management Amendment to take effect, it shall take effect only as to those consenting contractors.
- (d) If any contractor has not executed the Water Management Amendment within sixty (60) days after its effective date pursuant to subdivisions (a) through (c) of this effective date provision, this amendment shall not take effect as to such contractor unless the contractor and the State, in its discretion, thereafter execute such contractor’s Water Management Amendment, in which case the Water Management Amendment effective date for purposes of that contractor’s amendment shall be as agreed upon by the State and

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contractor, and shall replace the effective date identified in subdivision (a) for that contractor.

**2. ADMINISTRATION OF CONTRACTS WITHOUT WATER MANAGEMENT AMENDMENT**

The state shall administer the water supply contracts of any contractors that do not execute the Water Management Amendment in a manner that is consistent with the contractual rights of such contractors. These contractors' rights are not anticipated to be affected adversely or benefited by the Water Management Amendments.

**3. OTHER CONTRACT PROVISIONS**

Except as amended by this amendment, all provisions of the contract shall be and remain the same and in full force and effect, provided, however, that any reference to the definition of a term in Article 1, shall be deemed to be a reference to the definition of that term, notwithstanding that the definition has been re-lettered within Article 1. In preparing a consolidated contract, the parties agree to update all such references to reflect the definitions' lettering within Article 1.

**4. DocuSign**

The Parties agree to accept electronic signatures generated using DocuSign as original signatures.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

Approved as to Legal Form  
and Sufficiency:

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

\_\_\_\_\_  
Chief Counsel  
Department of Water Resources

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

Approved as to Form:

SAN BERNARDINO VALLEY MUNICIPAL  
WATER DISTRICT

\_\_\_\_\_  
General Counsel  
San Bernardino Valley Municipal Water  
District

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Date



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**DATE:** October 1, 2020

**TO:** Board of Directors' Workshop - Resources

**FROM:** Heather Dyer, CEO/General Manager  
Joanna Gibson, Upper SAR Habitat Conservation Program Manager

**SUBJECT:** Update on the Upper Santa Ana River Habitat Conservation Plan

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Staff is providing a status update of the Upper Santa Ana River Habitat Conservation Plan (HCP). Based on the request of several people, staff will also show the Upper SAR HCP informational video produced in 2019 that explains the benefits of a regional HCP and our collaborative approach to environmental compliance.

### **HCP Background**

Due to numerous endangered and threatened species issues associated with water supply projects in the upper Santa Ana River watershed a Habitat Conservation Plan 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. ICF Jones & Stokes was competitively selected by the original HCP partners and has served as the primary consulting firm developing this extensive program. The HCP now has eleven funding partners: Valley District, City of Rialto, 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, the City of San Bernardino Municipal Water District, Orange County Water District, and the Metropolitan Water District of Southern California (Partners).

The Partners will be co-permittees of an Incidental Take Permit issued from the U.S. Fish and Wildlife Service (USFWS). The Program covers over 70 proposed projects (Covered Activities). In total, the Incidental Take Permit issued to the HCP will authorize the capture and recharge of approximately 80,000 afy of local supply through new stormflow diversions, dry weather (runoff) diversions, and recharge of treated wastewater.

The Upper SAR HCP is a valuable tool because it provides a mechanism that allows Partners, Wildlife Agencies, and other stakeholders to address endangered species issues on a large regional scale, collaboratively, and over the long term. Together, we can anticipate, prevent, and resolve controversies and conflict during the HCP planning process including issues associated with endangered species impacts resulting from both projects and potential conservation measures.

Over the last six years of planning it has become evident that, in order for the Partners to fully capitalize on the value of the HCP planning efforts and our extensive mitigation activities, we should expand our scope into a full environmental compliance Program covering our proposed projects. The Program now includes the following components:

- *Habitat Conservation Plan* – The HCP provides federal Endangered Species Act (ESA) Incidental Take Coverage for (approximately) 50 years to construct, operate and maintain the Permittees’ water infrastructure projects and other facilities. An Administrative draft is currently being reviewed by our HCP Partners and a Wildlife Agency Draft is in preparation. Twenty-two species are covered by the HCP including the Santa Ana sucker, San Bernardino kangaroo rat, the Santa Ana River woolly-star, and Least Bell’s vireo.
- *Multi-Project 2081 Permit(s)* – Multi-project Incidental Take Permit applications are currently in preparation for submission to the California Department of Fish and Wildlife (CDFW) for species listed as threatened, endangered, and candidate under the California Endangered Species Act (CESA) (a candidate species is a species that is currently being considered for CESA listing as threatened or endangered by the California Fish and Game Commission. During this review period the species is afforded all of the protections of CESA). Submission of applications to CDFW will initiate the development of a procedure for HCP Covered Activities to receive incidental take of state-listed CESA species within the HCP Planning Area. Eight of the HCP Covered Species are state-listed under CESA (6 endangered, 1 threatened, and 1 candidate).
- *Tributaries Restoration Projects* – At this time, four tributaries along the Santa Ana River in Riverside are in the design/planning process for proposed 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. In addition to the SARCCUP projects, several other opportunities are being pursued in order to restore stream and riparian habitat for the HCP. Recently, the Evans Creek Tributary restoration project was awarded \$2M in Prop 1 grant funds towards completion of that project. Sunnyslope Creek in Jurupa is part of our collaboration with several partners on the Louis Robidoux Nature Center project and early planning is underway for that



restoration project. When restoration is complete and all the tributaries are ecologically functional, the HCP will have tripled the amount of suitable spawning habitat for Santa Ana sucker in the main stem River and provided approximately 6 stream miles of refugia habitat for native aquatic species.

- *Programmatic Aquatic Resources Permits* – Programmatic permits are currently being developed and will be used to satisfy the regulatory requirements for impacts to jurisdictional waters of the U.S. and/or waters of the State, as needed by project, such as the U.S. Army Corps of Engineers 404 permit, the Santa Ana Regional Water Quality Control Board 401 Water Quality Certification, and the California Department of Fish and Wildlife 1602 Streambed Alteration Agreement. The programmatic permits will outline a project-specific notification and streamlined review process to be used by Partners and regulators as we are ready to build our projects. The notification process will involve an essentially “templated” project-specific submission to each regulatory agency, followed by an expedited agency review and concurrence (typically less than 30 days). The notification will also include commitment to project-appropriate mitigation based on the pre-negotiated ratios, which will apply throughout the term of the 20-year permit.
  
- *Compensatory Mitigation Reserve Program* - The primary objective of our HCP conservation activities is to increase the amount and distribution of sucker habitat throughout the watershed. For this reason, we have invested heavily in the tributaries restoration discussed above. However, because we will be building waterways connected to the Santa Ana River, simultaneously we will be enhancing or even creating jurisdictional waters of the U.S. and/or state. These regulated resources have significant mitigation value to our HCP Partners since most of our projects will require aquatic resources permits in addition to ESA Incidental Take coverage. By planning in advance and coordinating the development of our restoration projects, we have taken advantage of an opportunity to reserve mitigation values for our future permitting needs through creation of the Upper SAR Mitigation Reserve Program which encompasses both a formal Compensatory Mitigation Bank (Old Ranch and Anza Creeks) and an Advanced Permittee-Responsible Mitigation Project on CDFW- and County-owned lands (Evans, Lower Hole, Hidden Valley, and Sunnyslope Creek). Integration of the programmatic restoration activities, programmatic permitting and mitigation credit reserve program will save the Partners time and money by maximizing the value of each dollar we invest in conservation.

### **Program Cost Share Structure**

The shared responsibilities and rewards of this Program are fundamental to its successful planning process and implementation. Each Partner pays into the Program in proportion to the benefit received from their Covered Activities. All HCP costs are distributed amongst the Partners based on: 1) Equal distribution of “base costs” between the partners and, 2)

Proportional distribution of costs associated with specific proposed projects and the likely impacts (Table 1). Hydrologic impacts are weighted 80% versus 5% and 15% for temporary and permanent terrestrial impacts, respectively (Table 2). Valley District's weighted proportion of HCP impacts is approximately 40% based on our high capacity water projects and extensive facilities proposed for maintenance activities.

Table 1. Estimated Cost Share for HCP implementation calculated based on weighted relative proportion of Covered Activities impacts to surface flow, and terrestrial acreage by agency.

	Surface Hydrology Impact Total (AFY)	Baseflow Impact (AFY)	Stormflow Impact (AFY)	Permanent Terrestrial (Acres)	Temp Terrestrial (Acres)	TOTAL PROPOSED SHARE (Minimum 1%)
Valley District	32,914		32,914	578.5	32.6	40%
East Valley	6,721	6,721	-	51.4	10.0	7.0%
RPU	5,000	5,000		27.43	45.9	5.0%
IEUA	18,650	11,800	6,850	180.2	0.3	20.0%
Western	13,100	-	13,100	23	298.2	15.0%
SB Water Department	5,600	5,600		2.8	33.9	5.0%
MWDSC	-	-	-	113.9	41.6	2.0%
Rialto	1,390	1,390	-	14.8	0.3	2.0%
SB Conservation District	796	-	796	41.1	3.9	2.0%
OCWD	-	-	-	2.7	0.0	1.0%
West Valley	-	-	-	17.4	34.8	1.0%
TOTAL	84,171	30,511	53,660	1053.23	501.5	100%

Table 2. Weighting applied to Covered Activities based on estimated future effort needed to support the project consistency review, monitoring, and compliance reporting, which will be completed by staff to comply with various required permits.

Stormflow Impact Weight	50%
Baseflow	30%
Perm Terrestrial Impact Weighting	15%
Temp Terrestrial Weighting	5%
	100%

### **HCP Advanced Mitigation**

Due to the poor conditions for the sucker in the Santa Ana River, the HCP Team has been implementing conservation activities in advance of Plan completion. By putting our conservation measures in place early we see the benefit in several ways; 1) increase the likelihood of receiving a non-jeopardy Biological Opinion for the HCP because we have increased the abundance of sucker, reduced risks, and increased the quantity and distribution of habitat and, 2) provide assurance to the USFWS staff reviewing our HCP that

our conservation measures are biologically sound, can be implemented, and show species benefit. Each advanced mitigation project (e.g. tributary restoration, translocation, microhabitat) will have all associated planning, construction, and management costs condensed into a final cost per “unit” for Santa Ana sucker conservation credit. The costs will be distributed amongst the HCP partners based on calculated impacts of each partner’s proposed projects (nearing completion by ICF). Each agency will be responsible for funding the appropriate number of conservation “units” based on their impacts. Large impacts will require more “units” being funded by the project sponsor.

The restoration of tributaries to the Santa Ana River is also a main component of the HCP’s advanced mitigation strategy. The first four tributary restoration projects will be implemented in a phased approach and are part of the SARCCUP Prop 84 grant project, which will create a regional conjunctive use water supply project along with habitat restoration in the upper SAR watershed. Phase 1 includes the Hidden Valley Creek Restoration Project and the Anza Creek Restoration Project. Phase 2 includes the Old Ranch Creek Restoration Project and the Lower Hole Creek Restoration Project. Comments have been received from stakeholders, including the City and County of Riverside and Riverside County Flood Control, on the 60% design submittal for the Phase 1 Projects. The Phase 2 Projects are at 30% design. Staff is in the process of obtaining necessary permits to construct the Phase 1 Projects. Once Phase 1 permits are in hand, staff will work on obtaining permits for Phase 2 Projects. Staff is also working on appraisals for lands where the tributary projects are intended to occur to facilitate necessary agreements with land owners (mostly City and County of Riverside) regarding conservation easements and construction of these projects. Expected construction start times are shown below in Table 3.

Table 3. Estimated schedule for construction of SARCCUP Tributaries Restoration Projects.

<b>Tributary Restoration Project Sites</b>	<b>Expected Construction Start</b>
<b>Anza Creek</b>	Winter 2020/2021
<b>Hidden Valley Creek</b>	Fall 2021
<b>Old Ranch Creek</b>	Fall 2022
<b>Lower Hole Creek</b>	Fall 2022

**Overall Program Status Update**

A complete Wildlife Agency/Permittee Administrative HCP will be posted on Valley District’s website by approximately October 15, 2020. The document will be available for review by the Wildlife Agencies, HCP Permittees, Stakeholders, and the general public. An email will be distributed to the Wildlife Agencies, Permittees, and other stakeholders alerting them to the availability of the document.

A Wildlife Agency/Permittee/Stakeholder meeting will occur in early-to-mid-December. Notice of the meeting will be posted on Valley District's website, and an email will be distributed. The purpose of the meeting will be for ICF and Valley District to provide a condensed summary of the HCP, including the conservation and mitigation strategy prior to release of the Public Review Draft HCP and its DEIR.

The CESA Multi-project Incidental Take Permit applications, and the CDFW Master Streambed Alteration Agreement Notification will be submitted to CDFW before the end of this year.

The Public Review Draft HCP and associated environmental documents will be circulated for public review early next year. This timing will allow for the incorporation of edits/recommendations from both Wildlife Agencies and Stakeholders, providing for the public release of a robust HCP.

**Staff Recommendation**

Receive and file.



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**DATE:** October 1, 2020

**TO:** Board of Directors Workshop - Resources

**FROM:** Chris Jones, MESM, Project Manager II, Biological Resources

**SUBJECT:** Consider Amendment Thirteen to ICF Jones & Stokes Consulting Agreement

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**Background**

On June 4, 2013, the Valley District Board of Directors authorized participation in the Santa Ana River Conservation and Conjunctive Use Program (SARCCUP). One of the main elements of the SARCCUP was removal of approximately 500 acres of giant reed (*Arundo donax*) and the construction of approximately 3.5 miles of habitat for the Santa Ana sucker (*Catostomus santaanae*). An opportunities and constraints analysis and report occurred to identify potential locations to fulfill the objective of construction of 3.5 miles of habitat for sucker. Evans Lake and its tributary to the River (aka Evans Lake Drain) was identified as a potential restoration area. Conceptual designs were developed for the site associated with the SARCCUP grant. After further evaluation, the Evans Lake Drain was dropped from the portfolio of streams that would move forward for further design and ultimately construction funded through the SARCCUP. While the Evans Lake Drain was not included in the final SARCCUP portfolio, the conceptual design work and evaluations that occurred via the SARCCUP laid the foundation for future work to occur when the right opportunity presented itself.

A string of fires impacted the site starting in 2017 that disturbed a large portion of the Evans Lake Drain area. The 2017 fire provided a catalyst for Valley District, on behalf of the Upper Santa Ana River Habitat Conservation Plan (HCP), to partner with the City of Riverside to further develop and implement the restoration plan that was previously considered for inclusion in the SARCCUP. Once restored, the Lake Evans Drain area would be included as a part of the HCP Conservation/Compensatory Mitigation Bank. The Valley District Board of Directors approved this partnership in 2018. Soon after in 2018, ICF Jones & Stokes was contracted to evaluate opportunities and constraints in more detail than had been done in 2015 and further develop design concepts for the site. The designs and information

developed during this process allowed the Lake Evans Drain to be included in the Environmental Impact Report (EIR) that provided California Environmental Quality Act (CEQA) compliance for Tributary Restoration Projects associated with advanced mitigation for the HCP. The Board certified the EIR alternative that provided programmatic coverage for the Lake Evans Drain along with Anza, Old Ranch, Lower Hole and Hidden Valley Creeks by adopting the Tributaries Restoration EIR via Resolution Number 1095 in November 2019.

In 2019, through Resolution Number 1093, the Board of Directors authorized staff to apply for a Department of Water Resources (DWR) Integrated Regional Water Management Plan (IRWM) Grant funded through Proposition 1. Staff planned to utilize this funding opportunity to complete the detailed designs and implement construction. In June of 2020, staff was informed that the Evans Lake Tributary Restoration and Camp Evans Recreation Project (Evans Creek Project), as it is now referred to, was selected to receive the \$2,000,000 that it requested in grant funding. In order to receive this funding SAWPA requested each prospective recipient approve the 2018 Update to the One Water One Watershed (OWOW) Plan. Staff brought the OWOW 2018 update to the September 10, 2020, Board of Directors Workshop Policy Meeting for consideration. The Directors directed staff to place the item on a future Board of Directors Regular Meeting for consideration. Adoption of the OWOW 2018 update is scheduled for consideration on the October 6<sup>th</sup> regular Meeting of the Board. SAWPA is currently working with DWR on agreements for award of these funds. Once SAWPA and DWR finalize an agreement, SAWPA will develop a sub-agreement to be considered by the Valley District Board for award of these funds. This is expected to occur by late fall or early winter 2020.

The Proposition 1 funds come with a requirement to have CEQA compliance completed within one year of award. While the Evans Creek Project was included in the Tributaries Restoration Project EIR, additional CEQA compliance will be needed to describe changes to the project description that will be developed through the detailed design process that were not known and analyzed in the Tributaries EIR. At the moment, an Addendum to the Tributaries EIR is expected to provide sufficient CEQA compliance based on the level of effort that was put into studies and analysis associated with the Tributaries EIR. This could change depending on analysis that takes place during the subsequent CEQA analysis.

Staff has received a proposal from ICF Jones & Stokes to conduct this additional CEQA compliance and develop complete, detailed restoration plans for this site, permitting support, and staff support for construction contractor selection and on-boarding submittal review. Implementing the scope of work in the ICF Jones & Stokes proposal (attached) will require collaboration between Valley District staff and ICF Jones & Stokes, and the City of Riverside staff and its contractors in order to maximize the value of the site and meet both parties' objectives. The City of Riverside received a grant from the Coastal Commission for master planning for 9 different parks within the city. Fairmount Park, which is home to the Evans Creek Project, is one of these 9 parks. The Coastal Commission grant will allow the City of

Riverside to secure a contractor to develop detailed designs for the recreational components of the Evans Creek Project.

The ICF Jones & Stokes proposal totals \$926,361.53. The scope of services provided in ICF's proposal and associated costs would be included in the Thirteenth Amendment to the Consulting Agreement with ICF Jones & Stokes that was originally executed in September of 2013. The Thirteenth Amendment will also extend the term of Consulting Agreement with ICF Jones & Stokes for two additional years.

Costs associated with this consulting agreement amendment will be applied to the required matching funds for the Proposition 1 Grant and will be split between the HCP Partners based on the impacts associated with their covered activities. The Proposition 1 proposal included a match requirement of \$2,000,000 to receive the requested \$2,000,000 in grant funding.

City of Riverside staff and Valley District staff, on behalf of the HCP, have been coordinating on an agreement that would result in Valley District covering costs for design and construction of the ecological restoration area and compensating the City of Riverside for use of the land, including placement of a conservation easement as required for the HCP. The funding provided would help the City of Riverside secure additional funding necessary to implement the complementary infrastructure and recreational features envisioned for the site that were not eligible for Prop 1 grant funding (e.g. nature pavilion, parking lot, picnic area, scout camp building rehabilitation, archery range, etc.)

**Fiscal Impact**

The fiscal impact of this item is \$926,361.53. The work is included in line item 6780, Environmental/HCP Implementation, of the 2020/2021 General Fund Budget. After reimbursement by the HCP Partners the final cost to Valley District is \$370,544.61.

**Staff Recommendation**

Staff recommends the Board direct staff to place this item on the next Board of Directors regular meeting agenda for consideration.

**Attachments**

1. ICF Proposal
2. Location Maps
3. 2018 Burn Photographs



Proposal for

**Detailed Design and  
Environmental Compliance  
Services for Lake Evans -  
Upper Santa Ana River HCP  
Early Implementation**

**September 1, 2020**

**Submitted to:**

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

**Submitted by:**

ICF  
1250 Corona Pointe Ct., Suite 406  
Corona, CA 92879

This proposal contains confidential information and shall not be disclosed or used for any purpose other than to evaluate this proposal.





September 1, 2020

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

**Subject: Proposal for Detailed Design and Environmental Compliance Services for Lake Evans - Upper Santa Ana River HCP Early Implementation**

Dear Heather:

ICF Jones & Stokes, Inc. ("ICF") appreciates the opportunity to provide additional technical services to the San Bernardino Valley Municipal Water District (SBVMWD) on behalf of its partner agencies currently participating in development of the Upper Santa Ana River Habitat Conservation Plan (Upper SAR HCP).

ICF has been supporting SBVMWD and the HCP team in the development of the Upper SAR HCP, and in the final design and environmental and regulatory compliance for four Upper SAR tributary restoration projects as a part of early implementation of the HCP. ICF previously prepared a preliminary restoration design for a fifth site, Lake Evans, and completed an Opportunities and Constraints analysis to identify additional restoration opportunities at the site.

For this Lake Evans proposal, ICF will continue to team with Stillwater Sciences to provide SBVMWD with a team of dedicated restoration professionals who have a history of working on Upper Santa River, and provide the experience and expertise needed to assist SBVMWD with successfully implementing the Upper Santa River tributary restoration sites. The ICF/Stillwater team's proposal will achieve the following:

- ▶ Develop restoration designs, plans and specifications, and cost estimate for the Lake Evans site to benefit the Santa Ana sucker and other HCP Covered Species, as well as to provide compensatory mitigation for impacts to Regulated Aquatic Resources.
- ▶ Provide as-needed landscape architecture design services to support the City of Riverside Parks and Recreation Department's objective at the Lake Evans site.
- ▶ Prepare a CEQA addendum to support SBVMWD for the Lake Evans site.
- ▶ Provide as-needed services to support permitting.

We offer SBVMWD the following ICF/Stillwater team advantages:

- ▶ **Successful implementation of the early mitigation needed to support the HCP Covered Activities**—We offer a comprehensive approach to final design and construction management that leverages our team's extensive experience designing and managing restoration project construction, our in-depth knowledge of the Lake Evans site from previous work, and maximizes the benefits and efficiencies of our ongoing work performing similar work for SBVMWD at four other creek restoration sites.
- ▶ **Streamlined environmental strategy established years ago will help meet the current schedule stipulated by the Grant**—Because SBVMWD approved the Upper SAR Tributaries Restoration EIR in 2019 to include an alternative with Lake Evans as a fifth restoration site, it



already contains a robust analysis prepared for Lake Evans, including an Initial Study like appendix. This upfront work streamlines the environment review process, only requiring preparation of an addendum to comply with CEQA, reducing the need for much more extensive environmental review and shortening the environmental schedule.

- ▶ **An integrated services approach to enable the highest level of success of the important early implementation components of the HCP**—Our team is in the best position to comprehensively build upon all work that has been completed to date, and apply the lessons learned from our 30 years of restoration experience to ensure successful project delivery through all phases of the project.

ICF shall provide services, as outlined in the attachment, under the terms and conditions of its existing agreement with the District dated June 20, 2017. Given the current impacts, both known and unknown, of the COVID-19 pandemic, for which there will likely be effects into the foreseeable future; personnel assignments, travel restrictions and other government mandates, may constrain our ability to conduct our services and provide deliverables as envisioned in this proposal. ICF reserves all rights to revise our delivery schedule and price due to such impacts from COVID-19 and will provide written notice of such proposed changes as needed. We are excited to continue supporting SBVMWD and the HCP Water Management Agencies in the successful implementation of these Integrated Environmental Services. Please contact Brendan Belby at (916) 231-7611 (Brendan.Belby@icf.com) or me with questions, as needed.

Thank you for your continued trust in ICF and our staff on this important effort.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amy Rucker".

Amy Rucker  
Senior Vice President  
(206) 801-2804  
Amy.Rucker@icf.com

A handwritten signature in blue ink, appearing to read "Trina L. Fisher".

Trina L. Fisher  
Contracts Administrator  
(916) 737-3000  
Trina.Fisher@icf.com

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## PROJECT SCOPE OF WORK

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The following section describes our team's approach and the detailed tasks required to successfully complete final design and implement the Lake Evans mitigation project.

### Task 1. Project Management

#### Task 1.1 Project Management

ICF will provide project management services during the term of the contract, including, day-to-day direction of the project team; communication and coordination with SBVMWD staff, monitoring of project budgets and schedules; preparing and submitting status reports, and overseeing the QA/QC process. ICF will submit invoices, status reports, and project schedules monthly. These documents will conform to format and content guidelines agreed upon by ICF and the SBVMWD. Schedule, budget, and invoicing discussions will occur as part of the regular monthly meetings. These meetings will be conducted by conference call. In-person meetings will be held as needed.

##### **Deliverables**

- ▶ One (1) electronic copy (.pdf) of initial project schedule
- ▶ Thirty-six (36) electronic copies (.pdf) of monthly invoices, status reports, and project schedule updates
- ▶ Participate in biweekly coordination calls with SBVMWD for the first year and monthly calls thereafter (50 total)

##### **Assumptions**

- ▶ Biweekly and monthly coordination meetings with SBVMWD will be held by conference call.
- ▶ Each meeting will be no more than one (1) hour each

#### Task 1.2 Project Kick-off Meeting

The ICF/Stillwater team will attend a project kick-off meeting (and site visit) with SBVMWD to establish lines of communication; discuss project scope, goals, and objectives; and review the initial project schedule and budget. The initial discussion will focus on developing a shared understanding of project goals and objectives, and key issues. Prior to the kick-off meeting, the ICF/Stillwater team will review site-specific information and identify any additional data requirements.

##### **Deliverables**

- ▶ Attend one (1) kick-off meeting and site visit.
- ▶ One (1) electronic copy (.pdf) of Kick Off Meeting Agenda and Summary.
- ▶ One (1) electronic copy (.pdf) of additional data requirements, if needed.

##### **Assumptions**

- ▶ The kick-off meeting and site visit will be in-person meetings.
- ▶ The kick-off meeting and site visit be no longer than eight (8) hours total.

### Task 2. Final Design

#### Task 2.1 Design Support Tasks

The following tasks are necessary to provide additional site information and support the restoration design tasks.

### 2.1.1 Supplemental Field Topographic Survey

The topographic data source for the concept design was LiDAR flown specifically for this project in 2014. SBVMWD had new LiDAR and orthoimagery flown in summer 2020 that is expected to be available for the project. No ground-based surveys using traditional equipment and performed under the supervision of a professional licensed land surveyor has been completed to supplement the LiDAR. Advancement of the 30% designs will require additional survey work to provide topographic detail in areas of heavy vegetation that limited the accuracy of the topography generated from the LiDAR data.

The survey will include, at a minimum, the following site features:

- ▶ Boundary surveys to identify accurate locations of right-of-way, property, and easement lines within the tributary restoration work area.
- ▶ Survey locations of key site features.
- ▶ Location of above and below ground utilities.
- ▶ Channel cross sections at regular intervals.
- ▶ Longitudinal bed profiles of the existing primary and the spillway channel.

#### Deliverables

- ▶ One (1) electronic copy in an AutoDesk DWG format; version 18, of the topographic survey data.
- ▶ One (1) plotted paper copy or electronic copy in PDF format that is stamped and signed by the surveyor that was in charge of the survey work.

#### Assumptions

- ▶ The ICF/Stillwater team has budgeted \$40,000 for the supplemental survey work needed for final design.
- ▶ Topographic survey data will be provided in AutoDesk DWG format; version 18, format, so the new survey information will be simple to integrate into the project basemap that is used as a reference on the construction plans.
- ▶ The boundary survey will be provided in AutoDesk DWG format; version 18, format, so the new survey information will be simple to integrate into the project basemap that is used as a reference on the construction plans. The data shall be depicted in the electronic file, plotted to paper as required by the State of California rules and regulations, and properly recorded at the county assessor.

### 2.1.2 Hydrology, Hydraulic and Sediment Transport Analysis

The Riverside Habitat, Parks, and Water Project (RHPWP, aka Purple Pipe project) has been identified as a source of water to provide perennial flows to the creek. The flow scenario(s) of the Purple Pipe, and the potential habitat value they may provide and infiltration flow losses that may occur, have not been evaluated yet. This task includes time for ICF to coordinate with the stakeholders on evaluation of potential Purple Pipe flow scenarios. Furthermore, ICF has not performed any hydraulic modeling of this site to date. ICF will perform 1D/2D hydraulic modeling of the restoration design and proposed habitat structures as part of the development of the 30% draft design. As the design progresses beyond the 30% level, ICF will update the 30% hydraulic models to evaluate channel and floodplain conditions for both design refinement purposes and for quantifying inundation areas to the regulatory agencies. The hydraulic model will evaluate:

- ▶ Hydraulics of various flow rates in the design channel (e.g., shear stress, velocity, depth) as they relate to suitability for sucker habitat.
- ▶ Sediment transport by evaluation of incipient motion of the  $D_{50}$  and  $D_{84}$  particle sizes to assess overall channel stability the stability of the key rocks forming the habitat structures.

- ▶ Evaluation of the potential for excess fine sediment accumulation, particularly in the vicinity of proposed habitat structures. Determination of magnitude and duration of flushing flows required to scour fine sediment deposits and expose coarser underlying sediment.
- ▶ Floodplain inundation to determine the frequency and depth of inundation of floodplains.

### **Deliverables**

- ▶ Two (2) meetings with SBVMWD, City of Riverside Parks and Recreation Department, and RPU to discuss possible Purple Pipe flow scenarios.
- ▶ One (1) meeting with SBVMWD, City of Riverside Parks and Recreation Department, and RPU to discuss the model results.
- ▶ A section with supporting graphics will be included in the Basis of Design Report that describes the hydraulic and sediment analysis performed and implications for design.

### **Assumptions**

- ▶ Meeting with SBVMWD, City of Riverside Parks and Recreation Department, and RPU will be via Skype conference call.

### **2.1.3 Conduct Tree Inventory**

The ICF/Stillwater team will conduct a field inventory to map and document large trees or trees considered to have significant habitat value (e.g., bat roosting habitat) that occur within the entire project footprint, including staging areas and access/haul routes. This work shall be performed to provide information in support of CDFW's 1600 Agreement, other agency permits, and local tree ordinances (if applicable). Information obtained during the tree survey will also be used to identify native trees to be preserved, trees that could be salvaged for use as instream woody material or for live staking, and to develop tree removal line items for construction cost estimates.

The location of all trees, both native and nonnative species, with a diameter at breast height (dbh) of 18-inches or greater will be geolocated (mapped) with a hand-held GPS receiver. A numbered metal tree tag will be affixed to each tree to facilitate future field identification. Data collected for each tree shall consist of identification of the species, number of trunks, DBH, tree height, canopy diameter and tree health, vigor and structure.

The results of the tree survey will be included in the base map developed as part of the revegetation plan work described below in the 60% Draft Design Package.

At the same time the tree survey is being conducted, ICF staff will assess vegetation type and cover and update the previous vegetation mapping to reflect changes associated with the recent fire that altered the site since the original vegetation mapping was performed.

### **Deliverables**

- ▶ One (1) electronic copy (MS Word/pdf) of draft tree survey memorandum.
- ▶ One (1) electronic copy (MS Word/pdf) of final tree survey memorandum.

### **Assumptions**

- ▶ This scope assumes that based on existing tree densities a one (1) two-person crew would survey up to 100 trees/day and take one (1) week to complete the fieldwork portion of the tree survey.

### **2.1.4 Basis of Design Report**

The ICF/Stillwater team will prepare a basis of design report that describes the logic and decisions made during the design process that led to the 60% design so that SBVMWD, stakeholders, and the construction contractor understand the design to be implemented. The report will communicate the history and objectives of the restoration design with reference to existing conditions and how they will be changed. The studies, data collection, modeling, and other assessments performed as part of the

design will be described and related to the overall discussion of the design. The report will also include a section on the expected performance of the design so that post-construction an evaluation can be made of project performance that will tie into the HMMP. Importantly, the report will identify limitations of the design (e.g., use of recycled water) and how the designs could be altered through natural processes.

### **Deliverables**

- ▶ One (1) electronic copy (MS Word/pdf) draft report.
- ▶ One (1) electronic copy (MS Word/pdf) final report that includes revisions to the draft report. based on consolidated comments by SBVMWD and the City of Riverside.

### **Task 2.2 Prepare Revised Concept Plan & 30% Draft Plans & Specifications**

The ICF/Stillwater team will prepare a revised concept plan and 30% draft plans for the Lake Evans mitigation site which will include restoring stream channel, riparian habitat, and upland habitat to the approximately 115 acres project area. The project area does not extend through the levee or into the SAR side of the levee. As an initial step in the design process, ICF will review previous concept plans and develop a revised concept plan identifying areas suitable for habitat restoration/mitigation, mixed restoration and recreational use, and areas for focused recreation. The revised concept plan will be based upon the restoration objectives discussed during the project kick-off meeting, site-specific opportunities and constraints identified in the *Opportunities and Constraints* report, previous conceptual designs, and comments received from SBVMWD and other stakeholders. The revised concept plan will be used to define the areas of potential impact to guide any additional field studies required for CEQA compliance. Stakeholder feedback received on the revised concept plan will be used to develop more detailed 30% draft restoration plans.

Preparation of the 30% draft restoration plans will include the following:

- ▶ Preliminary grading plans.
- ▶ Site preparation and planting plan sheets including a preliminary plant schedule.
- ▶ An irrigation approach and schedule (e.g., truck watering, installation of a temporary irrigation system).
- ▶ An outline of the technical specifications.
- ▶ A list of bid items that will be used to develop the cost estimate for the 65% draft plans.

The 30% draft plans will be prepared using AutoCAD Civil 3D software and have a drawing scale standardized to 22" x 34".

The 30% draft plans will be submitted to the SBVMWD for review and comment and distribution to other stakeholders. The ICF/Stillwater team will meet with SBVMWD to review the 35% plans and discuss any comments received from other stakeholders. Comments will be provided to ICF in advance of the meeting and compiled into a matrix. ICF will maintain an electronic version of the comment matrix for distribution to the reviewers. Comments will be discussed at the meeting and outcomes of the discussion will be reflected in the 65% draft plans.

### **Deliverables**

- ▶ One (1) electronic copy (pdf) of revised concept plan
- ▶ One (1) electronic copy (pdf) of 30% draft plans.
- ▶ One (1) electronic copy (MS Word/pdf) of technical specifications outline.
- ▶ One (1) electronic copy (MS Excel/pdf) of bid item list.
- ▶ One (1) electronic copy (MS Excel/pdf) of the 30% draft comment matrix.
- ▶ Attend one (1) 30% plan review meeting.

### **Assumptions**

- ▶ The 30% plan review meeting will be conducted via Skype conference call

### **Task 2.3 Prepare 60% Draft Plans & Specifications**

Following the 30% plan review meeting, ICF will begin preparation of the 60% draft restoration plans and specifications. The 60% draft restoration plans will include:

- ▶ Cover sheet with index.
- ▶ General notes, construction notes, and legends.
- ▶ Site plan, including access routes, and staging and stockpiling areas.
- ▶ Grading plans, including protection fencing, utility locations, vegetation removal areas, earthen berms, and water control structures and other infrastructure.
- ▶ Cross sections and details.
- ▶ Planting plans, including planting zones, species mix, quantities, and schedule.
- ▶ Irrigation plans, including points of connection and locations of irrigation main lines.

The 60% draft plans will be prepared using AutoCAD Civil 3D and submitted on 22" x 34" plan sheets using the ICF standard templates. The plans will be in English units and consistent with SBVMWD's construction document standards, which were used for the 30% draft plans.

To complement the design plans and communicate the level of quality required during construction, ICF will prepare relevant technical sections of construction specifications for the mitigation area. The construction specifications will be prepared consistent with the CSI standards, as defined in consultation with SBVMWD, and will include technical sections addressing staging and access, earthwork, planting, erosion control, irrigation, and maintenance. SBVMWD will provide the standard and special provision sections of the construction specifications.

Based on the 60% draft plans & specifications, ICF will develop a preliminary construction cost estimate. The cost estimate will provide itemized estimates for construction and will include a brief description of each item, item quantities, identification of the relevant unit, unit cost, and an extended cost for each item of construction.

Following submittal of the 60% draft plans and specifications, ICF will conduct a plan check review meeting with SBVMWD to review and discuss comments on the 60% draft documents. Comments will be provided to ICF in advance of the meeting and compiled into a matrix. ICF will maintain an electronic version of the comment matrix for distribution to the reviewers. Review comments received from SBVMWD and other stakeholders will be discussed at the plan check meeting and outcomes of the discussion will be recorded in the comment matrix and reflected in the 90% draft plans and specifications, and construction cost estimate.

#### **Deliverables**

- ▶ One (1) electronic copy (pdf) of 60% draft plans.
- ▶ One (1) electronic copy (MS Word/pdf) of 60% draft technical specifications.
- ▶ One (1) electronic copy (MS Word/pdf) of 60% draft cost estimate.
- ▶ One (1) electronic copy (MS Excel/pdf) of the updated comment matrix.
- ▶ Attend one (1) plan check review meeting.

#### **Assumptions**

- ▶ The 60% plan review meeting will be an in-person meeting.

### **Task 2.4 Prepare 90% Draft Plans & Specifications**

Following review of comments received on the 60% draft restoration plans and specifications, ICF will prepare 90% draft restoration plans and specifications for the mitigation area. The 90% draft plans and specifications will include the same plan drawings, cross-sections, details, technical specifications, and cost estimate contained in the 60% draft submittal but revised to a 90% level of completion. These documents will also reflect comments received on the 60% draft submittal. ICF will update the comment matrix to describe how comments received on the 60% draft submittal were



addressed in the 90% draft plans and specifications. Following submittal of the 90% draft construction documents, ICF will conduct a plan check review meeting with SBVMWD to review and discuss comments on the 90% draft submittal. Comments will be provided to ICF in advance of the meeting and compiled into a matrix. ICF will maintain an electronic version of the comment matrix for distribution to the reviewers. Review comments received from SBVMWD and other stakeholders will be discussed at the plan check meeting and outcomes of the discussion will be recorded in the comment matrix and reflected in the 100% final plans and specifications, described below.

### **Deliverables**

- ▶ One (1) electronic copy (pdf) of 90% draft plans.
- ▶ One (1) electronic copy (MS Word/pdf) of 90% draft technical specifications.
- ▶ One (1) electronic copy (MS Word/pdf) of draft cost estimate.
- ▶ One (1) electronic copy (MS Excel/pdf) of the updated comment matrix.
- ▶ Attend one (1) plan check review meeting.

### **Assumptions**

- ▶ The 90% plan review meeting will be conducted via Skype conference call.

### **Task 2.5 Prepare Final (100%) Plans & Specifications**

Following review of comments received on the 90% draft restoration plans and specifications, ICF will prepare 100% final restoration plans and specifications for the mitigation area. The 100% final plans and specifications will include the same plan drawings, cross-sections, details, technical specifications, and cost estimate contained in the 90% draft submittal but revised to a final 100% level of completion. These final documents will also reflect comments received on the 90% draft submittal. ICF will update the comment matrix to describe how the comments received on the 90% draft construction documents were addressed in the final submittals. The final submittal will be stamped and signed by a California-licensed engineer and landscape architect.

### **Deliverables**

- ▶ One (1) electronic copies (pdf) of 100% final plans.
- ▶ One (1) electronic copies (MS Word/pdf) of 100% final technical specifications.
- ▶ One (1) electronic copies (MS Excel/pdf) of the updated comment matrix.
- ▶ One (1) electronic copies (MS Word/pdf) of cost estimate.

### **Assumptions**

- ▶ None

### **Task 2.6 Prepare As-Built Drawings**

Once all construction activities have been completed and the Project have been accepted by SBVMWD, The ICF/Stillwater team will prepare as-built record drawings of the Project utilizing the working drawings prepared by the contractor. The as-built drawings will consist of the 100% construction drawings with adjustments to the design indicated in red to reflect the as-constructed field conditions.

### **Deliverables**

- ▶ One (1) full-size (22x34) hard copies of final 100% plans with as-built changes.

### **Assumptions**

- ▶ None

## Task 3. Bidding and Contractor Selection

### Task 3.1 Assist with RFP Preparation and Contractor Selection

The ICF/Stillwater team will assist SBVMWD with developing a Request for Proposals (RFP) to solicit bids from the short-list of qualified contractors identified in Task 3.1 above. The RFP will be based on the one prepared for the Upper Santa Ana River Tributaries restoration projects and will request interested firms to provide proposals for the Lake Evans restoration project that will include detailed construction bids, schedule, and names of key staff (project manager, field superintendents) that will be working on the Projects. The RFP will provide a link to the final plans and specifications, and provide information on insurance and bond requirements. During the bid process, The ICF/Stillwater team will assist SBVMWD with responding to questions from the bidders and requests for clarifications to the construction documents, and preparing any required addendums to the plans and specifications. The ICF/Stillwater team will also attend a pre-bid site visit with the short-listed contractors and SBVMWD. Following receipt of the proposals from the contractors, The ICF/Stillwater team will compare the proposed costs to the 100% design cost estimate, and rank the proposals based on cost and ability to complete the work within the designated timeframe.

#### Deliverables

- ▶ Attend one (1) pre-bid site visit.
- ▶ One (1) electronic copies (MS Word/pdf) of Draft RFP.
- ▶ One(1) electronic copies (MS Word/pdf) of Final RFP.
- ▶ One (1) electronic copies (MS Word/pdf) of proposal ranking.

#### Assumptions

- ▶ No more than one (1) pre-bid site visit will be required.

### Task 3.2 Assist with Contractor Onboarding

Once a contractor has been selected, the ICF/Stillwater team will assist SBVMWD with getting them under contract and obtaining and reviewing the required insurance certificates, construction bonds, and other initial submittals. The ICF/Stillwater team will also review the contractors' initial construction schedules and participate in a kick-off meeting and a site visit with SBVMWD and the contractor. During the kick-off meeting and the site visit the team will review and discuss roles and responsibilities, construction schedule, required submittals and associated due dates, environmental compliance requirements, and coordination of environmental monitoring and field inspections.

#### Deliverables

- ▶ Attend one (1) kick-off meeting.
- ▶ Attend one (1) pre-construction site visit.
- ▶ Kick-off meeting and pre-construction site visit will occur on same trip.

#### Assumptions

- ▶ No more than one (1) kick-off meeting will be required.
- ▶ No more than one (1) pre-construction site visit will be required.

## Task 4. CEQA Compliance

### Task 4.1 Prepare Addendum

ICF will provide CEQA documentation support to SBVMWD for the Lake Evans restoration site. The Lake Evans project would tier off the Tributaries Restoration Project and Mitigation Reserve Program Environmental Impact Report (EIR) adopted by the SBVMWD Board in November 2019. A CEQA Addendum will be prepared to address additional project-specific details that have been developed

since adoption of Alternative B including the four tributaries restoration sites plus Lake Evans as a fifth site evaluated as an alternative in the adopted EIR. Early on, ICF developed the environmental strategy to complete a robust analysis of Lake Evans within the EIR to enable SBVMWD to approve Alternative B, with the intent being that this upfront work would streamline the environment review process, only requiring preparation of an addendum to comply with CEQA, reducing the need for much more extensive environmental review and shortening the environmental schedule. To the extent feasible, relevant information and analysis from the EIR (to include the implementation of EIR mitigation measures) would be incorporated into the analysis in this CEQA document. Additional study will be performed and meetings will be required as a part of this process.

#### **4.1.1 Project Description**

ICF will update the project description based on information provided in the EIR (including the Lake Evans Screening Analysis), Opportunities and Constraints Report and other available documents, for use in this Addendum. A comprehensive understanding of the project components is critical for a project description that accurately describes realistic project assumptions for the analysis. A draft project description will be provided to the SBVMWD for review and one round of comments.

#### **4.1.2 CEQA Technical Evaluations**

The Lake Evans Screening Analysis included a robust mitigated negative declaration level of project analysis for the Lake Evans improvements. This analysis screened all CEQA required environmental issues and provided recommendations for additional survey, specific to two key areas: cultural and paleontological resources, as noted below. In an earlier task, a tree survey will be prepared and site vegetation mapping will be updated to support the environmental analysis for biological resources.

##### *Cultural Resources Surveys and Technical Study*

The project has the potential to contain archaeological and built environment resources, as noted in the Lake Evans Screening Analysis. The City of Riverside General Plan 2025 indicates that the Lake Evans site is in an area of moderate prehistoric cultural resource sensitivity. The Lake Evans project is located within Fairmont Park (Cultural Heritage Landmark #69) adjacent to Lake Evans. The dam on Evans Creek which helped to create the manmade Lake Evans itself is a manmade water feature was rebuilt in 1938 after being destroyed in 1924. The embankment dam has reached the age of consideration for evaluation under the California Register of Historical Resources. The following outline the scope to conduct background research, conduct a pedestrian survey and prepare a Cultural Resources Technical Study to support the cultural resources portions of the Addendum.

##### *Record Searches, Research, and Outreach*

ICF will arrange for a record search to be conducted for the project study area/project site plus a half-mile radius at the Eastern Information Center (EIC) at the University of California – Riverside Campus. The record search will provide background information and inform ICF if there have been any previously conducted studies or if there are any previously recorded cultural resources in the area. Currently, the EIC is closed to outside researchers due to COVID-19 closure of the UCR campus. As a result, the acquisition of records search data from the EIC is expected to be delayed approximately three months, per current EIC policy, so this process will begin immediately upon a notice to proceed. Local archival research will be conducted to gather information about the project vicinity. The Native American Heritage Commission (NAHC) will be contacted regarding the presence of known sacred lands, and to provide a contact list of potentially interested parties in the vicinity of the project site. ICF will initiate a contact program whereby the Native American community will be solicited for input as per State CEQA guidelines.

##### *Conduct Field Surveys and Research on Findings*

ICF will conduct an intensive pedestrian survey of the project site. All portions of the project area likely to contain or exhibit archaeologically sensitive cultural resources will be inspected carefully to

ensure that visible archaeological resources are adequately recorded. Although we assume no archaeological resources will be identified in the records search or survey, any archaeological resources identified during field survey will be digitally photographed and mapped, and preliminary recommendations regarding eligibility for listing in CRHR will be made. Using digital photography, an ICF architectural historian will conduct a survey of the project area to record intact buildings and other built environment resources within the project area that are 50 years of age or stand to reach that age in the next five years. Preliminary research indicates that multiple buildings and the Lake Evans itself meet that age standard. ICF anticipates that, in order to determine if the project area contains any built resources that would qualify as historical resources in accordance with Section 15064.5(a) (2) of the State CEQA guidelines, it will be necessary to evaluate the buildings individually and also evaluate the Lake Evans and the buildings together as a potential historic landscape district.

Archaeological resources identified in the project area will require the preparation of site forms, and those that cannot be avoided by project design will require archaeological testing and evaluation. If such work is necessary, ICF will provide a separate scope and cost for those tasks. Additionally, ICF will conduct research that will also provide a basis for determining if the buildings or the potential landscape district formed by Fairmont Park and Lake Evans meet the significance criteria for the California Register of Historical Resources: either for direct association with a significant event or pattern of events in history; for significantly representing the productive life of a historically important individual; as significant examples of architectural or landscape design, or significant examples of the work of a historically significant architect or landscape architect.

#### *Prepare Cultural Resources Technical Report*

ICF will prepare a Cultural Resources Technical Report in accordance with applicable State CEQA guidelines. The report will provide appropriate environmental, prehistoric, ethnographic, and historic contexts, and will describe methods, survey results, and recommendations. It will also document the outreach to potentially interested parties. Newly identified archaeological and built resources will be described and documented on appropriate California Department of Recreation (DPR) forms in accordance with standards established by the California Office of Historic Preservation. The interested parties correspondence and the DPR forms will be included as appendices. The report will be prepared by staff with appropriate qualifications in archaeology, history, and architectural history.

The dam is significant as an element that contributes to Lake Evans through its function. Installation of the pump and well would not reduce its integrity such that it would no longer qualify as a contributor to Lake Evans or a Lake Evans district. Our approach is to assume that this dam is eligible as a contributor to a larger historical resource or district. ICF will provide an impact analysis explaining the results of the project would have on this resource. The project as currently designed is not expected to result in a significant impact on Historical Resources. After the project Addendum has been approved, the Cultural Resources Technical Report will be filed at the EIC. Information from the technical report will be incorporated into the Addendum for the project.

#### *Paleontological Resources Surveys and Technical Study*

Based on the understanding of the project and the regulatory environment, Paleo Solutions, a subconsultant to ICF, will perform the following tasks:

##### *Paleontology Study*

Paleo Solutions staff will perform an analysis of existing data, which will include background research of published and unpublished literature, geologic map reviews, a records search from the Western Science Center (WSC), and review of available geotechnical reports, if available. The proposed Lake Evans project area is entirely within Quaternary alluvium (Qa) and has a low paleontological potential. Therefore, a paleontological field survey is not recommended. The results of the analysis of existing data will be compiled in a paleontological technical report. This report will include paleontological recommendations, including the need for development of a Paleontological

Resource Impact Mitigation Plan (PRIMP), and will conform to CEQA, local regulations, and best practices in mitigation paleontology. A PRIMP has not been included in this scope of work.

#### **4.1.3 Addendum – Administrative Draft and Final**

ICF will prepare an Addendum to the EIR in accordance with Article 11 Section 15164 of the State CEQA requirements. ICF will conduct all necessary research, field surveys, and analyses as required to prepare the Addendum to the EIR, including explanation of the decision not to prepare a Subsequent or Supplemental EIR. The explanation will be supported by substantial evidence. ICF will include revisions for up to two rounds of comments from the SBVMWD and prepare a Final Draft Addendum.

The Addendum to the Tributaries Restoration Project and Mitigation Reserve Program EIR will include discussions of the existing conditions at the project site to establish the baseline, impacts and magnitude of the impacts as compared to the baseline, and the level of significance for each environmental discipline, as appropriate. The impact analysis will address construction- and operations-related impacts, while acknowledging that there may be few impacts anticipated other than from construction. Our effort will involve utilizing the analysis of the Lake Evans site found in the Draft EIR alternatives analysis and the Lake Evans Screening Analysis with additional supporting documentation provided in the Addendum.

ICF will identify applicable EIR mitigation measures, if necessary and where appropriate, to incorporate into the project that will minimize impacts to levels below significance thresholds. We will provide brief quantitative and/or qualitative analyses as necessary under CEQA.

ICF will prepare the Addendum to the EIR and submit to the SBVMWD for review. Upon approval after the second set of consolidated comments on the Addendum, ICF will revise the document and prepare the Addendum for public review if decided by the SBVMWD and/or the City of Riverside. Although CEQA does not require public review or notices, ICF upon request by the SBVMWD will assist with public review and noticing. It is the current assumption that a community meeting will occur to engage the community early on and any comments received will be included in the Addendum. Additional rounds of Draft Addendum Revisions to incorporate agency and attorney review comments are included in this task; however, a public scoping period for public review is not anticipated.

#### **4.1.4 Project Management, Coordination and Meetings**

ICF will participate in up to four meeting(s) by two ICF staff with the SBVMWD and the City of Riverside. This also assumes one of these meetings is a community-based meeting in the project area, or via Zoom due to COVID-19 restrictions, and ICF will prepare one PowerPoint presentation for this meeting. Meetings may include but are not limited to those organized by other agencies, communities, or contractors involved with the proposed project, meeting location either near the project area or at SBVMWD headquarters if held in a public location, to be coordinated by SBVMWD staff with support from ICF. ICF will prepare and send a meeting agenda electronically to the SBVMWD at least one day before the meeting. Within two working days after each meeting, ICF will prepare and send a meeting summary electronically to the SBVMWD.

ICF will also coordinate with the project team and with the SBVMWD, the City of Riverside, and other key stakeholders on an as needed basis to obtain data, provide progress reports or summary of results, to report out on findings, etc. to support the SBVMWD.

#### **Deliverables**

- ▶ Draft project description (electronic format: MS Word and PDF).
- ▶ Final project description (electronic format: MS Word and PDF).
- ▶ Necessary research, data collection, and analyses, as needed.

- ▶ Draft Cultural Resources Report (electronic format: MS Word and PDF).
- ▶ Final Cultural Resources Report (electronic format: MS Word and PDF).
- ▶ Draft Paleontological Resources Report (electronic format: MS Word and PDF).
- ▶ Final Paleontological Resources Report (electronic format: MS Word and PDF)
- ▶ Administrative Draft Addendum that incorporates one round of comments – one electronic copy.
- ▶ Administrative Draft Addendum presentation and meeting.
- ▶ Draft Addendum that incorporates one round of comments – one electronic copy.
- ▶ Final Addendum – one electronic copy and up to 10 hard copies.
- ▶ Draft and Final CEQA notice.
- ▶ Meeting materials and presentations (one public meeting, either in person or through Zoom).
- ▶ Up to three other in-person as-needed meetings or Zoom meetings due to COVID-19 restrictions.
- ▶ Meeting agenda – one electronic copy per meeting.
- ▶ Meeting summary – one electronic copy per meeting.

### Assumptions

- ▶ Assumes that an Addendum is the appropriate CEQA document for the project based on a review of the Lake Evans Screening Analysis and other availability documents and plans. This scope does not include a subsequent or supplementation EIR or MND.
- ▶ Assumes no new environmental impact not previously disclosed in the Lake Evans Screening Analysis included in the Tributaries Restoration Project and Mitigation Reserve Program EIR.
- ▶ Assumes no more than two rounds of review for the Addendum, and additional rounds of review/comment by SBVMWD, the City of Riverside, resources agencies or Cox Castle is not anticipated or included in this scope.
- ▶ The schedule for CEQA will be no more than 8 months with the start time in Fall 2020 and with the completion of work and approvals occurring prior to June 2, 2021. An extensive extension of schedule may involve additional costs to be requested as an augment.
- ▶ Assumes that any NEPA compliance, if required, will be handled by the resource agencies separately.
- ▶ The site plans provided in the Lake Evans Screening Analysis will be essentially unchanged. This analysis will not include a larger project footprint or a significantly different site plan, especially for the biological and aquatic analysis.
- ▶ Scope includes coordination with SBVMWD, the City of Riverside and Cox Castle.
- ▶ Assumptions for the Cultural Resources Evaluation are provided below:
  - *The records searches at the EIC will cost no more than \$1,000.*
  - *Prior to the field survey, SBVMWD will arrange access to the project area.*
  - *No previously unrecorded archaeological resources will be identified during the pedestrian survey.*
  - *No artifacts will be collected; therefore, no curation costs are assumed.*
  - *If any archaeological resources identified in the project area cannot be avoided by project redesign, ICF will provide a scope and cost for archaeological testing and evaluation.*
  - *Two (2) building environment resources and one (1) potential historic landscape district (Lake Evans and buildings) will be identified during the survey.*
  - *The City of Riverside approves of the approach towards Lake Evans and the dam, and will not require a formal historical resource evaluation of the Lake and potentially contributing buildings, structures, and landscape elements*
  - *Any required AB52 tribal consultation will be conducted by the SBVMWD or the City of Riverside.*
- ▶ Assumptions for the Paleontological Resources Evaluation are provided below:
  - *WSC paleontological record search fees will not exceed \$100.*
  - *Paleontological survey is not included in this scope of work.*
  - *Preparation of a PRIMP is not included in this scope of work.*

- ▶ Noticing of public review, if requested by SBVMWD, does not include payment for a newspaper ad by ICF.
- ▶ No CEQA required public review meeting is anticipated; however, one community meeting will be assumed.
- ▶ No substantial comment letters anticipated. Up to 20 staff hours are anticipated for response to any comments received. An additional 12 hours is assumed for revising the Addendum based on any agency and public comments received.
- ▶ Any filing fees to be paid by the SBVMWD.
- ▶ We assume that attendance will not be required at any Board meetings.
- ▶ Changes in scope may require a change order.

## Task 5. Seed and Plant Material Procurement

### Task 5.1 Manage Seed Collection and Plant Propagation Orders and Delivery

The ICF/Stillwater team will work closely with SBVMWD's current seed contractor to identify the appropriate collection windows for the required species to maximize available materials for direct seeding and container plant propagation, and for long term sustainability ensure that seed is collected from areas that have similar geographic and climatic characteristics as the restoration areas. The seed contractor will submit a monthly report to the ICF/Stillwater team updating seed collection quantities and providing a schedule for upcoming seed collection periods.

The ICF/Stillwater team will also work with SBVMWD's current native plant nursery to propagate container plants and trees that cannot be acquired from commercial sources or installed as cuttings. We will work with the selected nursery to initiate propagation of material from seed purchased from commercial sources and/or seed or cuttings collected for the project. The ICF/Stillwater team will initiate inspections of nursery stock as soon as production begins to ensure that plants are being labeled, handled, and stored properly and that standard best management practices are adhered to throughout the propagation process. Nursery stock will be inspected, at a minimum, each quarter; more frequent inspections will occur if germination or quality issues are observed. The ICF/Stillwater team will conduct quarterly inspections of container plants to ensure that quality and quantity requirements are met. Quarterly native plant nursery status reports will be provided to SBVMWD within two weeks of a nursery visit and will include estimated number of plants/species, overall health of plants, identification of poor germination, pest/mold/disease/weed problems, facility or equipment needs, and any recommendations or notable observations.

The ICF/Stillwater team will prepare seed collection and plant propagation schedules to make sure that sufficient materials are available at the correct time to meet the contractor's schedule. Seed and plant material needs will be forecasted based on seed and container plant availability and adjusted as the designs are refined and finalized. Seed and container plant orders will be developed and submitted to seed and nursery contractors 30 days prior to scheduled seeding/plant installation. Container plant orders will be limited to the number of plants that the contractor can install within 5 days of delivery to limit the length of time the plants are exposed to potentially harmful site conditions prior to installation. The ICF/Stillwater team will coordinate deliveries with the seed and plant nursery contractors and the contractor, inspect the material upon delivery in conjunction with the restoration contractor, oversee acceptance by the Contractor and proper handling and storage of delivered materials.

#### Deliverables

- ▶ ICF assumes that SBVMWD will extend its existing contract with Moosa Creek for seed collection and plant propagation. ICF has not budgeted time to assist with selecting a new nursery contractor.
- ▶ One (1) electronic copy (MS Word/pdf) of monthly seed collection report and schedule (24 total).

- ▶ One (1) electronic copy (MS Word/pdf) of monthly container plant propagation schedule (24 total).
- ▶ One (1) electronic copy (MS Word/pdf) of quarterly native plant nursery status report (12 total).
- ▶ One (1) electronic copy (MS Word/pdf) of seed order (10 total).
- ▶ One (1) electronic copy (MS Word/pdf) of container plant orders (20 total).
- ▶ One (1) electronic copy (MS Word/pdf) of documentation of Contractor acceptance of seed and plant materials (30 total) .

### **Assumptions**

- ▶ Commercial seed collectors and nurseries will be contracted directly with SBVMWD.
- ▶ Seed and container plant orders will be prepared and submitted in fall 2021 or spring 2022.
- ▶ ICF/Stillwater team will participate in up to 8 quarterly plant nursery inspections.

### **Task 6. Provide As-Needed Permitting Support**

ICF will provide as-needed permitting support services to SBVMWD for the Lake Evans property. This work could include GIS analysis and map development, preparation of supporting documentation, preparing permit applications, and updating the jurisdictional delineation report, if needed. ICF would obtain pre-approval from SBVMWD prior to starting any tasks.

#### **Deliverables**

- ▶ As-needed.

#### **Assumptions**

- ▶ The permitting support services will not exceed \$50,000.

### **Task 7. Provide As-Needed Design Support**

ICF will provide as-needed landscape architecture design support services to SBVMWD for the Lake Evans property. This work could include design support of nature trails, interpretive features, or other amenities the Parks Department would like to incorporate into the site's design, and providing support to the Parks Department and SBVMWD for commission hearings. ICF would obtain pre-approval from SBVMWD prior to starting any tasks. This task also includes participation in up to two coordination meetings/workshops with City of Riverside Parks and Recreation Department staff or other stakeholders. These meetings will be conducted by conference call.

#### **Deliverables**

- ▶ Participate in two (2) local agency coordination meetings/workshops.
- ▶ One (1) electronic copy (.pdf) of meeting notes.

#### **Assumptions**

- ▶ Stakeholder coordination meetings/workshops will be held by conference call.
- ▶ Budgeted travel expenses for a 1 day trip for ICF landscape architect to meet in-person with City of Riverside Parks and Recreation Department staff.
- ▶ The design support services will not exceed \$50,000.



## Task 8. ICF Internal Program Management

This task includes time for Tony DeJulio for internal ICF Program Management. Work conducted under this task includes:

- ▶ Bi-weekly conference calls with ICF staff to coordinate integration of all program elements to support transition from plan and permit preparation through permitting to program implementation.
- ▶ Schedule management of all program elements to make sure schedule changes to one program element are accounted for in the other program elements.
- ▶ Program-level communication between program element leads and the ICF Program Manager, Scott Fleury.

### **Assumptions**

- ▶ One hour every other week for a duration of 2 years for Tony DeJulio to participate in internal Program Management conference calls.

## SCHEDULE

Our proposed project schedule for the major CEQA, design, and contractor bidding and selection, tasks is provided below.

2020				2021				2022				2023				
Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun	Jul-Sep	Oct-Dec	
			CEQA													
			30% thru 100% Design													
									Bidding & Selection			Construction Management				

## COST

The ICF/Stillwater team's professional fees for the scope of work identified above will be based upon time and materials fees as outlined below. ICF will invoice monthly, on a time and materials basis.

Task	Labor Costs	Other Direct Costs	Total Cost
<b>Task 1. Project Management</b>			
1.1 Project Management	\$191,838.65	\$1,945.13	\$193,783.78
1.2 Project Kick-off Meeting	\$23,292.80	\$6,662.25	\$29,955.05
<b>Subtotal</b>	<b>\$215,131.45</b>	<b>\$8,607.38</b>	<b>\$223,738.83</b>
<b>Task 2. Final Design</b>			
2.1 Design Support Tasks	\$114,475.52	\$47,790.75	\$162,266.27
2.2 Prepare 30% Draft Plans & Specifications	\$105,336.50	\$0.00	\$105,336.50
2.3 Prepare 60% Draft Plans & Specifications	\$77,411.20	\$2,707.69	\$80,118.89
2.4 Prepare 90% Draft Plans & Specifications	\$32,074.20	\$0.00	\$32,074.20
2.5 Prepare 100% Final Plans & Specifications	\$13,153.90	\$0.00	\$13,153.90
2.6 Prepare As-Built Drawings	\$10,175.58	\$0.00	\$10,175.58
<b>Subtotal</b>	<b>\$352,626.90</b>	<b>\$50,498.44</b>	<b>\$403,125.33</b>
<b>Task 3. Bidding and Contractor Selection</b>			
3.1 Assist with RFP Preparation and Contractor Selection	\$10,974.89	\$2,768.06	\$13,742.96
3.2 Assist with Contractor Onboarding	\$17,707.06	\$2,215.50	\$19,922.56
<b>Subtotal</b>	<b>\$28,681.95</b>	<b>\$4,983.56</b>	<b>\$33,665.51</b>
<b>Task 4. CEQA Compliance</b>			
4.1 Prepare Addendum	\$86,164.29	\$5,964.00	\$92,128.29
<b>Subtotal</b>	<b>\$86,164.29</b>	<b>\$5,964.00</b>	<b>\$92,128.29</b>
<b>Task 5. Seed and Plant Material Procurement</b>			
5.1 Manage Seed Collection and Plant Propagation Orders and Delivery	\$58,766.07	\$1,207.50	\$59,973.57

Task	Labor Costs	Other Direct Costs	Total Cost
<b>Subtotal</b>	<b>\$58,766.07</b>	<b>\$1,207.50</b>	<b>\$59,973.57</b>
<b>Task 6. Provide As-Needed Permitting Support</b>			
6.1 Provide As-Needed Permitting Support	\$49,935.00	\$0.00	\$49,935.00
<b>Subtotal</b>	<b>\$49,935.00</b>	<b>\$0.00</b>	<b>\$49,935.00</b>
<b>Task 7. Provide As-Needed Design Support</b>			
7.1 Provide As-Needed Design Support	\$48,413.50	\$972.56	\$49,386.06
<b>Subtotal</b>	<b>\$48,413.50</b>	<b>\$972.56</b>	<b>\$49,386.06</b>
<b>Task 8. ICF Internal Program Management</b>			
8.1 ICF Internal Program Management	\$14,408.94	\$0.00	\$14,408.94
<b>Subtotal</b>	<b>\$14,408.94</b>	<b>\$0.00</b>	<b>\$14,408.94</b>
<b>Total</b>	<b>\$854,128.09</b>	<b>\$72,233.44</b>	<b>\$926,361.53</b>

See Appendix A for details on sub-task costs

## **APPENDIX A: COST ESTIMATE**

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Period 1

	<b>Period 1</b>	<b>Project Total</b>
<b>Budget</b>	<b>\$815,235.94</b>	<b>\$926,361.53</b>

<b>4</b>	<b>Total</b>
<b>Hours</b>	<b>Dollars</b>
642	\$ 92,128.29

Period 1 Range 10/01/20 - 12/31/20

Jump To:

4.01	Prepare Project Description for CEQA Compliance Addendum	4.02	Perform Cultural Resources Surveys and Technical Study	4.03	Paleontological Resources Surveys and Technical Study	4.04	Prepare Administrative Draft and Final CEQA Addendums	4.05	Project Management Coordination and Meetings	6.1	Provide As-Needed Permitting Support	7.1	Provide As-Needed Design Support	8.1	ICF Internal Program Management	TOTAL
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Labor																			
Project Role	Last Name	First Name	Rate	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
	Belby	Brendan	\$172.05	2	\$344.10	2	\$344.10	2	\$344.10	2	\$344.10	2	\$344.10		\$0.00	28	\$4,817.40		\$0.00
	MacKay	Kevin	\$255.75	2	\$511.50	2	\$511.50	1	\$255.75	2	\$511.50	8	\$2,046.00		\$0.00	6	\$1,534.50		\$0.00
	Fleury	Scott	\$235.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$470.00		\$0.00
	Fisher	Martin	\$195.50		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	8	\$1,564.00		\$0.00
	Sullivan	Annika	\$150.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	40	\$6,000.00		\$0.00
	Deyo	Nicholas	\$125.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	200	\$25,000.00		\$0.00
	Lantz	Kristin	\$160.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	32	\$5,120.00		\$0.00
	Oakes	Harry	\$202.40		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	9	\$1,821.60		\$0.00
	Teunis	Lindsay	\$175.75		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	8	\$1,406.00		\$0.00
	Jensen	Carl	\$170.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$680.00		\$0.00
	DeJulio	Anthony	\$273.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	26	\$7,098.00
	Guerrero	Meris	\$155.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	237	\$36,735.00		\$0.00	26	\$7,098.00
	Leight	Debra	\$184.83	10	\$1,848.34	4	\$739.33	2	\$369.67	24	\$4,436.00	78	\$14,417.01		\$0.00		\$0.00		\$0.00
	Belcourt	Andrew	\$125.00	16	\$2,000.00	8	\$1,000.00	4	\$500.00	38	\$4,750.00	16	\$2,000.00		\$0.00		\$0.00		\$0.00
	Calhoun	April	\$165.83		\$0.00		\$0.00		\$0.00	14	\$2,321.62		\$0.00		\$0.00		\$0.00		\$0.00
	Flacy	Meagan	\$108.15	8	\$865.20		\$0.00		\$0.00	38	\$4,109.70		\$0.00		\$0.00		\$0.00		\$0.00
	Van Sant	Richard	\$159.65		\$0.00		\$0.00		\$0.00	24	\$3,831.60		\$0.00		\$0.00		\$0.00		\$0.00
	Higginson	Jonathan	\$175.00		\$0.00		\$0.00		\$0.00	24	\$4,200.00		\$0.00		\$0.00		\$0.00		\$0.00
	McFalls	Matthew	\$155.00		\$0.00		\$0.00		\$0.00	14	\$2,170.00		\$0.00		\$0.00		\$0.00		\$0.00
	Vargas	Benjamin	\$180.25		\$0.00	12	\$2,163.00	3	\$540.75	2	\$360.50		\$0.00		\$0.00		\$0.00		\$0.00
	Droessler	Rachel	\$86.00		\$0.00	74	\$6,364.00		\$0.00	18	\$1,548.00		\$0.00		\$0.00		\$0.00		\$0.00
	Pham	Peter	\$90.00		\$0.00	37	\$3,330.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Roderick	Margaret	\$90.00		\$0.00	52	\$4,680.00		\$0.00	8	\$720.00		\$0.00		\$0.00		\$0.00		\$0.00
	Davis	Colleen	\$166.00		\$0.00	12	\$1,992.00		\$0.00	2	\$332.00		\$0.00		\$0.00		\$0.00		\$0.00
	Garcia	Johnnie	\$115.41	6	\$692.46	6	\$692.46		\$0.00	14	\$1,615.74		\$0.00		\$0.00		\$0.00		\$0.00
	Mendoza	Tiffany	\$132.00		\$0.00		\$0.00		\$0.00		\$0.00	4	\$528.00		\$0.00		\$0.00		\$0.00
	Stein	Bradley	\$110.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	120	\$13,200.00		\$0.00		\$0.00
	Monzon	Stephanie	\$122.00	6	\$732.02	10	\$1,220.04		\$0.00	29	\$3,538.10		\$0.00		\$0.00		\$0.00		\$0.00
	Koehler	Antonia	\$115.88		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Schwartz	Paul	\$148.32		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Brullot	Jean-Luc	\$115.88		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	Witters	Roxana	\$125.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
<b>Total - Labor</b>				<b>50</b>	<b>\$6,994</b>	<b>219</b>	<b>\$23,036</b>	<b>12</b>	<b>\$2,010</b>	<b>253</b>	<b>\$34,789</b>	<b>108</b>	<b>\$19,335</b>	<b>357</b>	<b>\$49,935</b>	<b>337</b>	<b>\$48,414</b>	<b>26</b>	<b>\$7,098</b>
<b>Other Direct Costs (ODCs)</b>																			
<b>Category</b>		<b>Rate</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>	
Subtotal - ODCs				\$0		\$1,200		\$3,630		\$750		\$100		\$0		\$0		\$0	
	Markup	5.00%		\$0		\$60		\$182		\$38		\$5		\$0		\$0		\$0	
<b>Total - ODCs</b>				<b>\$0</b>		<b>\$1,260</b>		<b>\$3,812</b>		<b>\$788</b>		<b>\$105</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>Travel</b>																			
<b>Category</b>		<b>Rate</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>		<b>Dollars</b>	
Subtotal - ODCs				\$0		\$0		\$0		\$0		\$0		\$0		\$926		\$0	
G & A	Markup	5.00%		\$0		\$0		\$0		\$0		\$0		\$0		\$46		\$0	
<b>Total - Travel</b>				<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$973</b>		<b>\$0</b>	
<b>Subcontractors</b>																			
<b>Firm</b>	<b>Name</b>	<b>Rate</b>	<b>Hours</b>	<b>Dollars</b>	<b>Hours</b>	<b>Dollars</b>	<b>Hours</b>	<b>Dollars</b>	<b>Hours</b>	<b>Dollars</b>	<b>Hours</b>	<b>Dollars</b>	<b>Hours</b>	<b>Dollars</b>	<b>Hours</b>	<b>Dollars</b>	<b>Hours</b>	<b>Dollars</b>	<b>Hours</b>
Stillwater	Katagi, Wendy	\$196.00																176	\$34,496.00
Stillwater	Ward, Sam	\$151.00																39	\$5,889.00
Stillwater	Braudrick, Christian	\$161.00																102	\$16,422.00
Stillwater	Orr, Bruce	\$219.00																4	\$876.00
Stillwater	Drenner, Matt	\$144.00																20	\$2,880.00
Stillwater	Ash, Julie	\$196.00																78	\$15,288.00
<b>Total - Subcontractors</b>			<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>419</b>
	<b>Subcontractors - Markup</b>	<b>5.00%</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>	
<b>Total Proposed Price</b>			<b>50</b>	<b>\$6,994</b>	<b>219</b>	<b>\$24,296</b>	<b>12</b>	<b>\$5,822</b>	<b>253</b>	<b>\$35,576</b>	<b>108</b>	<b>\$19,440</b>	<b>357</b>	<b>\$49,935</b>	<b>337</b>	<b>\$49,386</b>	<b>26</b>	<b>\$7,098</b>	<b>4,785</b>



Period 2

	<b>Period 2</b>	<b>Project Total</b>
<b>Budget</b>	<b>\$111,125.59</b>	<b>\$926,361.53</b>

Period 2 Range

01/01/21 - 12/31/21

<b>2</b>	<b>Total</b>
<b>Hours</b>	<b>Dollars</b>
70	\$ 10,175.58

Jump To:

2.01	Supplemental Field Topographic Survey	2.6	Prepare As-Built Drawings	3.1	Assist with RFP Preparation and Contractor Selection	3.2	Assist with Contractor Onboarding	5.1	Manage Seed Collection and Plant Propagation Orders & Delivery	8.1	ICF Internal Program Management	TOTAL
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Labor																	
Project Role	Last Name	First Name	Rate	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
	Belby	Brendan	\$177.21		\$0.00	4	\$708.85	20	\$3,544.23	24	\$4,253.08	8	\$1,417.69		\$0.00	56	\$9,923.84
	Mackay	Kevin	\$263.42		\$0.00		\$0.00	2	\$526.85	8	\$2,107.38	32	\$8,429.52		\$0.00	42	\$11,063.75
	Fisher	Martin	\$201.37		\$0.00	2	\$402.73	2	\$402.73		\$0.00		\$0.00		\$0.00	4	\$805.46
	Sullivan	Annika	\$154.50		\$0.00	32	\$4,944.00	20	\$3,090.00	24	\$3,708.00		\$0.00		\$0.00	76	\$11,742.00
	Deyo	Nicholas	\$128.75		\$0.00	32	\$4,120.00	4	\$515.00	24	\$3,090.00	60	\$7,725.00		\$0.00	120	\$15,450.00
	Oakes	Harry	\$208.47		\$0.00		\$0.00	4	\$833.89		\$0.00	16	\$3,335.55		\$0.00	20	\$4,169.44
	DeJulio	Anthony	\$281.19		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	26	\$7,310.94	26	\$7,310.94
	Brullot	Jean-Luc	\$119.35		\$0.00		\$0.00		\$0.00		\$0.00	120	\$14,322.15		\$0.00	120	\$14,322.15
	Johnston	Shawn	\$152.77		\$0.00		\$0.00		\$0.00		\$0.00	120	\$18,332.35		\$0.00	120	\$18,332.35
<b>Total - Labor</b>				<b>0</b>	<b>\$0</b>	<b>70</b>	<b>\$10,176</b>	<b>52</b>	<b>\$8,913</b>	<b>80</b>	<b>\$13,158</b>	<b>356</b>	<b>\$53,562</b>	<b>26</b>	<b>\$7,311</b>	<b>584</b>	<b>\$93,119.93</b>
Travel																	
Category			Rate		Dollars		Dollars		Dollars		Dollars		Dollars		Dollars		Dollars
Subtotal - ODCs					\$0		\$0		\$2,636		\$2,110		\$1,150		\$0		\$5,896.25
G & A	Markup		5.00%		\$0		\$0		\$132		\$106		\$58		\$0		\$294.81
			0.00%		\$0		\$0		\$0		\$0		\$0		\$0		\$0.00
<b>Total - Travel</b>					<b>\$0</b>		<b>\$0</b>		<b>\$2,768</b>		<b>\$2,216</b>		<b>\$1,208</b>		<b>\$0</b>		<b>\$6,191.06</b>
Subcontractors																	
Firm	Name	Rate	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	
Stillwater	Katagi, Wendy	\$202.00					2	404	6	1212	6	1212			14	\$2,828.00	
Stillwater	Ward, Sam	\$156.00					10	1560	20	3120	24	3744			54	\$8,424.00	
<b>Total - Subcontractors</b>				<b>0</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>12</b>	<b>\$1,964</b>	<b>26</b>	<b>\$4,332</b>	<b>30</b>	<b>\$4,956</b>	<b>0</b>	<b>\$0</b>	<b>68</b>	<b>\$11,252.00</b>
<b>Subcontractors - Markup</b>			<b>5.00%</b>		<b>\$0</b>		<b>\$0</b>		<b>\$98</b>		<b>\$217</b>		<b>\$248</b>		<b>\$0</b>		<b>\$562.60</b>
<b>Total Proposed Price</b>				<b>0</b>	<b>\$0</b>	<b>70</b>	<b>\$10,176</b>	<b>64</b>	<b>\$13,743</b>	<b>106</b>	<b>\$19,923</b>	<b>386</b>	<b>\$59,974</b>	<b>26</b>	<b>\$7,311</b>	<b>652</b>	<b>\$111,125.59</b>





Other Direct Expenses

Period 1																										
			2.01	Supplemental Field Topographic Survey		2.03	Conduct Tree Inventory & Vegetation Mapping		4.02	Perform Cultural Resources Surveys and Technical Study		4.03	Paleontological Resources Surveys and Technical Study		4.04	Prepare Administrative Draft and Final CEQA Addendums		4.05	Project Management, Coordination and Meetings		6.20	0.00		TOTAL		
Other Direct Costs																										
Item	Unit	Unit Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
Topo Surveying	1	\$40,000	1	\$40,000		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$40,000.00		
Paleo Surveys	1	\$3,630		\$0		\$0		\$0	1	\$3,630		\$0		\$0		\$0		\$0		\$0		\$0	1	\$3,630.00		
Cultural Resource Expenses	1	\$1,200		\$0		\$0		\$0	1	\$1,200		\$0		\$0		\$0		\$0		\$0		\$0	1	\$1,200.00		
Document Production (Draft/final addendum)	1	\$750		\$0		\$0		\$0		\$0		\$0	1	\$750		\$0		\$0		\$0		\$0	1	\$750.00		
MISC	1	\$100		\$0		\$0		\$0		\$0		\$0		\$0	1	\$100		\$0		\$0		\$0	1	\$100.00		
Tree tags	1	\$150		\$0	1	\$150		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	1	\$150.00		
GPS/Ipad	1	\$100		\$0	5	\$500		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	5	\$500.00		
Misc (flagging/paint)	1	\$250		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0		\$0	0	\$0.00		
<b>Total</b>				<b>\$40,000</b>		<b>\$650</b>		<b>\$1,200</b>		<b>\$3,630</b>		<b>\$750</b>		<b>\$100</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$0</b>		<b>\$46,330.00</b>		



## Travel Expenses

Period 1																						
Depart (Airport or City)	Arrive (Airport or City)	# of People	Days	Nights	# of Trips	Airfare (Per Person)	Total Airfare	Lodging (Daily per Person)	Lodging Tax	Total Lodging	M&IE (Daily per Person)	Total M&IE	Taxi (Total per Trip)	Rental Car (Daily)	Miles (Total per Trip)	Mileage Reimb.	TOTAL					
									15%										(Full)			\$0.575
<b>1.1 Project Management</b>																						
Sacramento	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50	\$100		\$0.00	\$926.25					
Portland	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50	\$100		\$0.00	\$926.25					
<b>Total</b>							<b>\$1,000.00</b>			<b>\$402.50</b>		<b>\$150.00</b>					<b>\$1,852.50</b>					
<b>1.2 Project Kick-off Meeting</b>																						
Sacramento	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50	\$100		\$0.00	\$926.25					
Sacramento	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50			\$0.00	\$826.25					
Sacramento	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50			\$0.00	\$826.25					
Denver	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50	\$100		\$0.00	\$926.25					
Portland	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50	\$100		\$0.00	\$926.25					
Portland	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50			\$0.00	\$826.25					
Stillwater		1	1	0	1		\$0.00		\$0	\$0.00	\$75	\$75.00			150	\$86.25	\$161.25					
Stillwater		1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50	\$100		\$0.00	\$926.25					
<b>Total</b>							<b>\$3,500.00</b>			<b>\$1,408.75</b>		<b>\$600.00</b>					<b>\$6,345.00</b>					
<b>2.03 Conduct Tree Inventory &amp; Vegetation Mapping</b>																						
		1	7	6	1		\$0.00	\$175	\$158	\$1,207.50	\$75	\$525.00		\$100		\$0.00	\$2,432.50					
		1	7	6	1		\$0.00	\$175	\$158	\$1,207.50	\$75	\$525.00		\$100		\$0.00	\$2,432.50					
<b>Total</b>							<b>\$0.00</b>			<b>\$2,415.00</b>		<b>\$1,050.00</b>					<b>\$4,865.00</b>					
<b>2.3 Prepare 60% Draft Plans &amp; Specifications</b>																						
Sacramento	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50	\$100		\$0.00	\$926.25					
Portland	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50			\$0.00	\$826.25					
Portland	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50			\$0.00	\$826.25					
<b>Total</b>							<b>\$1,500.00</b>			<b>\$603.75</b>		<b>\$225.00</b>					<b>\$2,578.75</b>					
<b>3.1 Assist with RFP Preparation and Contractor Selection</b>																						
							\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
							\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
							\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>					<b>\$0.00</b>					
<b>3.2 Assist with Contractor Onboarding</b>																						
							\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
							\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
							\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>					<b>\$0.00</b>					
<b>5.1 Manage Seed Collection and Plant Propagation Orders &amp; Delivery</b>																						
							\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>					<b>\$0.00</b>					
<b>6.2</b>																						
Sacramento	Ontario						\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
Portland	Ontario						\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
San Diego	Riverside						\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
Stillwater							\$0.00		\$0	\$0.00		\$0.00				\$0.00	\$0.00					
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>					<b>\$0.00</b>					
<b>7.1 Provide As-Needed Design Support</b>																						
Sacramento	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50	\$100		\$0.00	\$926.25					
<b>Total</b>							<b>\$500.00</b>			<b>\$201.25</b>		<b>\$75.00</b>					<b>\$926.25</b>					
<b>Total - Travel</b>							<b>\$6,500.00</b>			<b>\$5,031.25</b>		<b>\$2,100.00</b>					<b>\$16,567.50</b>					



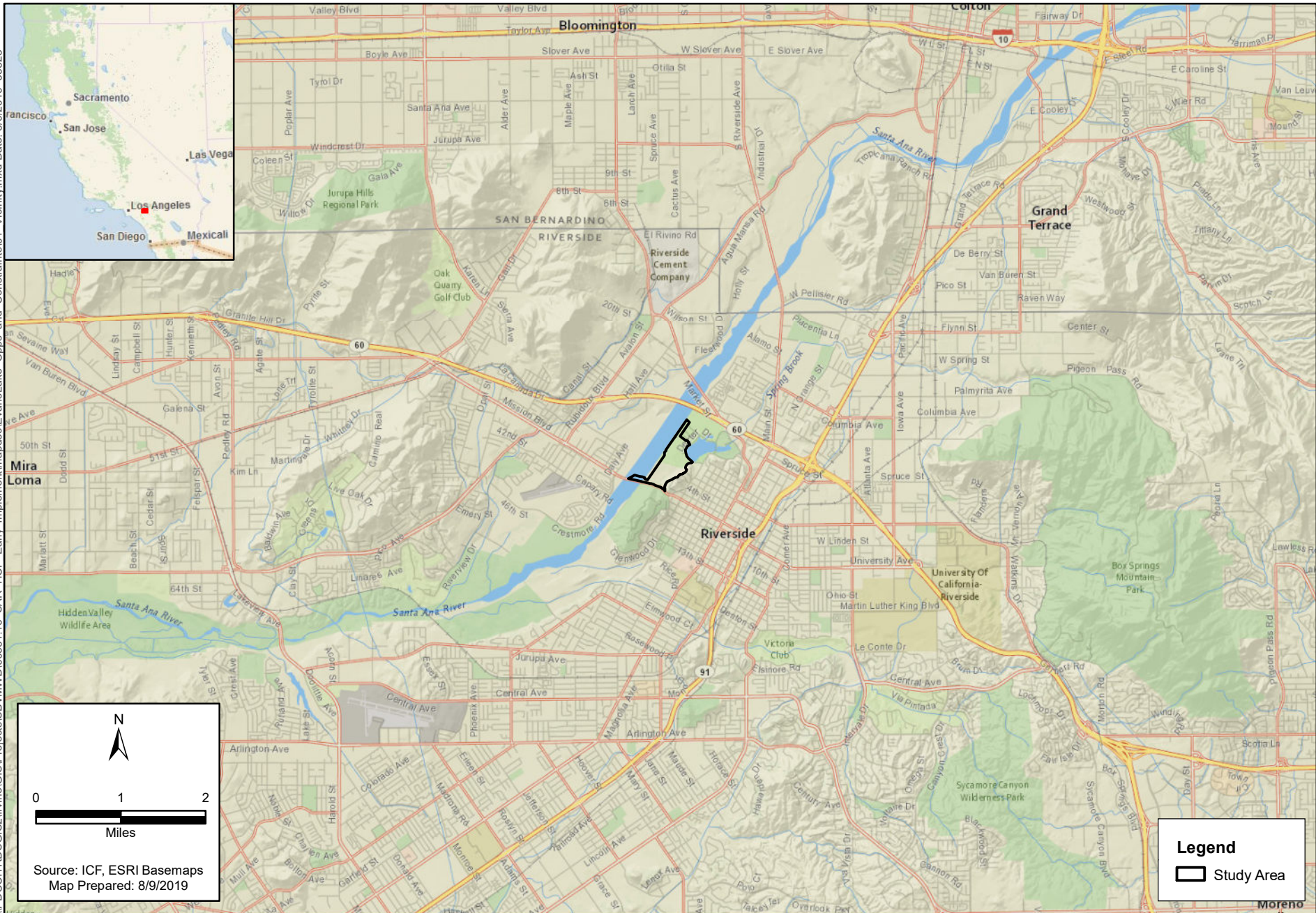
## Travel Expenses

Period 2																			TOTAL	
Depart (Airport or City)	Arrive (Airport or City)	# of People	Days	Nights	# of Trips	Airfare (Per Person)	Total Airfare	Lodging (Daily)	Lodging Tax	Total Lodging	M&IE (Daily)	Total M&IE (Full)	Taxi (Total per Trip)	Rental Car (Daily)	Miles (Per Trip)	Mileage Reimb.	Other (Per Person)	TOTAL		TOTAL
<b>1.1 Project Management</b>																			<b>Task 1</b>	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>							<b>\$0.00</b>	<b>\$1,852.50</b>
<b>1.2 Project Kick-off Meeting</b>																			<b>Task 1</b>	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>							<b>\$0.00</b>	<b>\$6,345.00</b>
<b>2.03 Conduct Tree Inventory &amp; Vegetation Mapping</b>																			<b>Task 2</b>	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>							<b>\$0.00</b>	<b>\$4,865.00</b>
<b>2.3 Prepare 60% Draft Plans &amp; Specifications</b>																			<b>Task 2</b>	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00	\$0.00	
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>							<b>\$0.00</b>	<b>\$2,578.75</b>
<b>3.1 Assist with RFP Preparation and Contractor Selection</b>																			<b>Task 3</b>	
Sacramento	Ontario	2	1	1	1	\$500	\$1,000.00	\$175	\$53	\$402.50	\$75	\$150.00	\$50	\$100		\$0.00		\$1,702.50		
Portland	Ontario	1	1	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$75.00	\$50			\$0.00		\$826.25		
Stillwater		1	1		1		\$0.00		\$0	\$0.00		\$0.00			100	\$57.50	\$50	\$107.50		
<b>Total</b>							<b>\$1,500.00</b>			<b>\$603.75</b>		<b>\$225.00</b>							<b>\$2,636.25</b>	<b>\$2,636.25</b>
<b>3.2 Assist with Contractor Onboarding</b>																			<b>\$3.20</b>	
Sacramento	Ontario	1	2	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$150.00	\$50	\$100		\$0.00		\$1,101.25		
Portland	Ontario	1	2	1	1	\$500	\$500.00	\$175	\$26	\$201.25	\$75	\$150.00	\$50			\$0.00		\$901.25		
Stillwater		1	1		1		\$0.00		\$0	\$0.00		\$0.00			100	\$57.50	\$50	\$107.50		
<b>Total</b>							<b>\$1,000.00</b>			<b>\$402.50</b>		<b>\$300.00</b>							<b>\$2,110.00</b>	<b>\$2,110.00</b>
<b>5.1 Manage Seed Collection and Plant Propagation Orders &amp; Delivery</b>																			<b>\$5.10</b>	
ICF - SD	Riverside	1	1	1	8		\$0.00		\$0	\$0.00		\$0.00			250	\$143.75		\$1,150.00		
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>							<b>\$1,150.00</b>	<b>\$1,150.00</b>
<b>6.2</b>																			<b>Task 6</b>	
Sacramento	Ontario	1					\$0.00	\$175	\$0	\$0.00	\$75	\$0.00	\$50	\$100		\$0.00		\$0.00		
Portland	Ontario	1					\$0.00	\$175	\$0	\$0.00	\$75	\$0.00	\$50	\$100		\$0.00		\$0.00		
San Diego	Riverside	1					\$0.00	\$175	\$0	\$0.00	\$75	\$0.00			250	\$143.75		\$0.00		
Stillwater		1					\$0.00	\$175	\$0	\$0.00	\$75	\$0.00		\$100		\$0.00	\$1,000	\$0.00		
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>							<b>\$0.00</b>	<b>\$0.00</b>
<b>7.1 Provide As-Needed Design Support</b>																			<b>Task 7</b>	
							\$0.00		\$0	\$0.00		\$0.00				\$0.00		\$0.00		
<b>Total</b>							<b>\$0.00</b>			<b>\$0.00</b>		<b>\$0.00</b>							<b>\$0.00</b>	<b>\$926.25</b>
<b>Total - Travel</b>							<b>\$2,500.00</b>			<b>\$1,006.25</b>		<b>\$525.00</b>							<b>\$5,896.25</b>	<b>\$22,463.75</b>

Task	Labor Costs	Other Direct Costs	Total Cost
<b>Task 1. Project Management</b>			
1.1 Project Management	\$191,838.65	\$1,945.13	\$193,783.78
1.2 Project Kick-off Meeting	\$23,292.80	\$6,662.25	\$29,955.05
<b>Subtotal</b>	<b>\$215,131.45</b>	<b>\$8,607.38</b>	<b>\$223,738.83</b>
<b>Task 2. Final Design</b>			
2.1 Design Support Tasks	\$114,475.52	\$47,790.75	\$162,266.27
2.2 Prepare 30% Draft Plans & Specifications	\$105,336.50	\$0.00	\$105,336.50
2.3 Prepare 60% Draft Plans & Specifications	\$77,411.20	\$2,707.69	\$80,118.89
2.4 Prepare 90% Draft Plans & Specifications	\$32,074.20	\$0.00	\$32,074.20
2.5 Prepare 100% Final Plans & Specifications	\$13,153.90	\$0.00	\$13,153.90
2.6 Prepare As-Built Drawings	\$10,175.58	\$0.00	\$10,175.58
<b>Subtotal</b>	<b>\$352,626.90</b>	<b>\$50,498.44</b>	<b>\$403,125.33</b>
<b>Task 3. Bidding and Contractor Selection</b>			
3.1 Assist with RFP Preparation and Contractor Selection	\$10,974.89	\$2,768.06	\$13,742.96
3.2 Assist with Contractor Onboarding	\$17,707.06	\$2,215.50	\$19,922.56
<b>Subtotal</b>	<b>\$28,681.95</b>	<b>\$4,983.56</b>	<b>\$33,665.51</b>
<b>Task 4. CEQA Compliance</b>			
4.1 Prepare Addendum	\$86,164.29	\$5,964.00	\$92,128.29
<b>Subtotal</b>	<b>\$86,164.29</b>	<b>\$5,964.00</b>	<b>\$92,128.29</b>
<b>Task 5. Seed and Plant Material Procurement</b>			
5.1 Manage Seed Collection and Plant Propagation Orders and Delivery	\$58,766.07	\$1,207.50	\$59,973.57
<b>Subtotal</b>	<b>\$58,766.07</b>	<b>\$1,207.50</b>	<b>\$59,973.57</b>
<b>Task 6. Provide As-Needed Permitting Support</b>			
6.1 Provide As-Needed Permitting Support	\$49,935.00	\$0.00	\$49,935.00
6.2 Field Inspection	\$0.00	\$0.00	\$0.00
6.3 Project Completion	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>	<b>\$49,935.00</b>	<b>\$0.00</b>	<b>\$49,935.00</b>
<b>Task 7. Provide As-Needed Design Support</b>			
7.1 Provide As-Needed Design Support	\$48,413.50	\$972.56	\$49,386.06
<b>Subtotal</b>	<b>\$48,413.50</b>	<b>\$972.56</b>	<b>\$49,386.06</b>
<b>Task 8. ICF Internal Program Management</b>			
8.1 ICF Internal Program Management	\$14,408.94	\$0.00	\$14,408.94
<b>Subtotal</b>	<b>\$14,408.94</b>	<b>\$0.00</b>	<b>\$14,408.94</b>
<b>Total</b>	<b>\$854,128.09</b>	<b>\$72,233.44</b>	<b>\$926,361.53</b>







**Figure 1**  
**Project Vicinity**  
**Evans Creek Opportunities and Constraints Memo**



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**Figure 2**  
**Aerial Image**  
**Evans Creek Opportunities and Constraints Memo**





Evans Lake/Fairmount Park Burn Area, February 2018

