



**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, DECEMBER 3, 2020 – 2:00 P.M.**

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the December 3, 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

Passcode: 3802020

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

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to comments@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item." Submit your written comments by 6:00 p.m. on Wednesday, December 2, 2020. All public comments will be provided to the President 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

AGENDA

2:00 PM Thursday, December 3, 2020

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 November 5, 2020 (Page 3)

[Summary Notes - BOD Workshop - Resources 110520](#)

4) DISCUSSION ITEMS

4.1 Consider Emergency Services and Pipe Fabrication Agreement with the Metropolitan Water District of Southern California (Page 9)

[Staff Memo - Emergency and Pipe Fabrication Services](#)

[Agreement for Emergency and Pipe Fabrication Services](#)

4.2 Update to the Request to Provide Financial Support at the Proposed Garcia Center Community Garden (Page 26)

[Staff Memo - Update to the Request to Explore District Financial Support at the Proposed Garcia Center Community Garden](#)

[Garcia Center Community Garden Project Proposal](#)

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 subject to staff's ability to post the documents before the meeting. The District recognizes its obligation to provide equal access to those individuals with disabilities. Please contact Melissa Zoba at (909) 387-9228 two working days prior to the meeting with any special requests for reasonable accommodation.



DATE: December 3, 2020
TO: Board of Directors Workshop - Resources
FROM: Staff
SUBJECT: Summary of November 5, 2020 Board of Directors Workshop – Resources

The Resources Workshop convened on November 5, 2020. Director Hayes chaired the meeting.

Directors Present: President Harrison, Vice President Kielhold, Director Longville, and Director Navarro

Staff Present:

Heather Dyer, MS, MBA – Chief Executive Officer/General Manager
Wen B. Huang, PE, MS – Chief Engineer/Deputy General Manager
Cindy Saks, CPA – Chief Financial Officer/Deputy General Manager
Bob Tincher, PE, MS – Chief Water Resources Officer/Deputy General Manager
Melissa Zoba, MBA, MPA – Chief Information Officer
Kristeen Farlow, MPA – External Affairs Manager
Matthew E. Howard, MS – Water Resources Senior Project Manager
Adekunle Ojo, MPA – Manager of Water Resources

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Gavin Newsom on March 19, 2020 this meeting will be conducted by teleconference only.

3. Summary of Previous Meeting

The meeting notes from the October 1, 2020 meeting were reviewed with no comments.

4.1 Presentation by Mr. Mark Norton of the Santa Ana River Watershed Project Authority (SAWPA) on the Santa Ana River Watershed Weather Modification and Feasibility Study

Mr. Mark Norton explained the concept, process, and goals of cloud seeding - weather modification or augmentation to promote precipitation for water supply. He noted that the amount of additional precipitation that could be generated by these programs is typically about 10 percent per year. He stressed that the program is not going to solve the drought although it is a common practice. The cost is between \$4 to \$40 per acre-foot. These active and well-accepted programs are used in the Colorado River Basin among other areas and are supported by the Metropolitan Water District (MWD) and the State of California, Norton continued. There is no decrease in precipitation in other areas because of this program, but there may be additional rain provided to adjoining watersheds, Norton noted. He assured that the program is a viable technology and is environmentally safe. He discussed permitting requirements and risk. Mr. Norton explained that the SAWPA Board suggested this may be a regional program and could qualify for grant funding. The feasibility study is a first step, he explained.

The estimated cost for the ground- and aerial-based program as outlined is approximately \$36 per acre-foot, Mr. Norton advised, for a total annual cost of approximately \$400,000. The study will come back to the SAWPA Board on December 1, 2020 with the suggestion that the cost-benefit ratio makes sense, he stated. Mr. Norton detailed the process for implementation including a California Environmental Quality Act Mitigated Negative Declaration, identification of sites for the ground-based equipment, and inclusion of other potential cost-share partners including SBVMWD to assist with groundwater recharge. Director Longville asked about the report's omission of the uncertainty of climate change (drought) in streams in its discussion of flood protocols. She acknowledged that \$25 to \$35 per acre foot is a worthwhile investment but said she could not support the concept without scientific data addressing the drought cycle. Mr. Norton referenced the climate change information in SAWPA's One Water One Watershed (OWOW) Plan. He noted that when there is flooding risk, the program is turned off.

Director Navarro said he is looking forward to this program being more accepted by other agencies. Vice President Kielhold asked if there are meteorologists in the program that will make the decision to execute the activity based on potential flood conditions. Mr. Norton said this has not yet been determined, but such decisions would be made in consultation with flood control district. Mr. Kielhold pointed out that much of the region is federal land and those agencies may have input. Mr. Norton assured that they have been included and provided comment. President Harrison said he was happy that the Commission had voted to

move ahead with the next phase of the project, as it holds real promise. Director Navarro asked how the actual benefit is quantified. Mr. Norton indicated that as part of the activity there is also a verification program which recommends using a radio meter to confirm the result. Director Hayes invited comment from staff or the public.

Ms. Joyce McIntyre, Director of Yucaipa Valley Water District asked about the potential of the flares used to cause fires. Mr. Norton acknowledged this is a fire-prone area and explained that the burning section is contained within the base unit, and the stations are maintained to minimize risk and are monitored. Burning material from the airplanes is ash by the time it reaches the ground, he added.

Action Item(s): Receive and File

5.1 Consider Continued Participation in the Delta Conveyance Project

Chief Water Resources Officer/Deputy General Manager Bob Tincher reminded the Board that they have supported this project and reviewed the need for participation as part of the District's portfolio to meet local demands. Mr. Tincher noted that State Water Project (SWP) supplies have been dropping since the 1980s and the Delta Conveyance Project will help restore some of the lost reliability. Mr. Tincher explained the situation in the Bay-Delta and detailed the Conveyance Project. He reviewed SBVMWD's participation and funding contributions since 2008. Staff has also been working with the Department of Water Resources on what will become an amendment to the District's contract for the project. The agreement will subsequently come before the Board, Mr. Tincher advised. Staff recommended the Committee consider its allocation to the Delta Conveyance Project and the amount of funding. Mr. Tincher detailed the benefits and potential design of the project and noted that alternatives are being considered in the Environmental Impact report (EIR), but the District's preferred alternative is the 6,000 cubic feet per second (cfs). He pointed out that the Delta Conveyance helps the District receive more of the water that had been lost in the past.

President Harrison asked about impacts to the Delta. Mr. Tincher indicated that alignments are being evaluated via environmental, construction and other factors; and staff has no favored alignment at this time. Mr. Tincher pointed out that if SBVMWD does not invest, the future of its water supply from the SWP looks bleak. The cost of the Delta Conveyance is \$16 billion, he noted, but opined that the cost will decrease to around \$12 billion as certainty about

the project increases. Tincher detailed project participation by the 18 various state water contractors and explained that SBVMWD's percentage of the project is 2.8% which the Board will be asked to consider should the Committee recommend it. The total benefit to the District is expected to be about 15,000 acre-feet, or a 15% increase in supply for a cost of approximately \$445 million, Tincher explained. The Board has been putting money away and has indicated they may use some of those funds for this project, he reminded. The \$540 per acre-foot cost does not include the energy to move the water to the service area, he noted.

Mr. Tincher provided an overview of the Agreement terms. Costs will be allocated based on the District's 2.8% but may change based on the number of participants. The Pay-As-You-Go billing is different than past projects, he explained. Mr. Tincher pointed out changes that net \$50 million in savings. In response to Director Hayes, Mr. Tincher explained that the Department of Water Resources is making progress, but the participants believe that a separate consultant is needed to help oversee those efforts during this planning phase. He detailed funding and the District's obligations given the pre-payment via gap funding. Tincher presented the schedule for approval and noted that MWD will take it to their Board for approval after other participants have signed. Under this agenda item, Tincher explained, the District is supporting the continued participation by establishing the SBVMWD share of the project at 2.8% and participating in the next round of funding for \$9.5 million (net outlay of \$1.3 million).

Director Navarro asked about prior Board approval for cash payments so as not to pass the cost on to ratepayers. Chief Financial Officer/Deputy General Manager Cindy Saks indicated that the Board made a commitment that, as much as possible the preference was to cash finance the project. Tincher assured that the Board's preference to cash finance continued to be communicated throughout the project. In response to Director Navarro, Ms. Saks confirmed there will be savings by funding the project in this manner. Ms. Dyer added that the District is diligently saving now and earning interest. Mr. Navarro acknowledged support for moving forward.

President Harrison stated he hopes MWD remains with the project and said the key will be getting through the environmental and legal processes. He asked about the depth of the tunnel; Mr. Tincher estimated 36 feet below grade but said it will depend on geologic exploration. Mr. Harrison indicated he is in favor of the project.

Director Longville supported bringing forward the actions indicated in the staff report. She said she did not see in the report why proportionate costs have gone from 2.5 to 2.8 percent. Mr. Tincher explained it is due to change in participation levels. She noted that it should be very transparent when proportionate costs go up. Director Longville indicated that she does not believe the project restores 15,000 acre-feet of reliability but said it is a good aspirational benefit. Ms. Dyer suggested the District is buying a more reliable delivery system that is estimated to benefit approximately 15,000 acre-feet. Ms. Longville indicated she would be more comfortable with that messaging. She urged cautious and constant communication to ratepayers.

Vice President Kielhold indicated support of the staff recommendation and noted he appreciated the explanation of the increase in proportionate share. He opined that what actually gets delivered depends on many things over which the District has no control, so communication should be more careful. President Harrison added that he sees it as the safety of the delivery system. He noted that all directors have indicated support.

Action Item(s): This item will be forwarded to a future Board Meeting for consideration.

5.2 Consider Amendments to the Delta Conveyance Design and Construction Joint Powers Authority Agreement

Chief Water Resources Officer/Deputy General Manager Bob Tincher reminded the Board about the role of the Joint Powers Authority (JPA) in project management. Changes are based on different participation levels, Tincher continued. There are now 7 members and classes are defined in the Agreement and each has a seat working toward the same goal, he said. In this document, there is an option to reconsider the budget or contract items if 70% of the contracted proportionate share wants to do so, Tincher noted.

Mr. Tincher indicated there are 2 at-large seats and 8 to 10 seats in Class 8, and said the Board will also be asked to consider a Memorandum of Understanding among the members of Class 8 state water contractors. The District may provide multiple nominations for the seats, he answered. Director Longville pointed out that the MOU specifically indicates the agency representative should be the General Manager or his or her designee. Mr. Tincher explained that there must be at least one staff person. Longville indicated she supported the declaration of the group and emphasized that the alternate needs to be someone who can meet the general qualifications as listed. She said she supported the staff recommendation.

Director Navarro indicated support for both items going to the Board for approval.

Director Hayes assured that she had heard most of the presentation and offered her support.

Vice President Kielhold and President Harrison also supported moving this on to the Board.

Action Item(s): This item will be forwarded to a future Board Meeting for consideration.

6. Adjournment



DATE: December 3, 2020

TO: Board of Directors' Workshop - Resources

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

SUBJECT: Consider Emergency Services and Pipe Fabrication Agreement with the Metropolitan Water District of Southern California

In 2011, Valley District entered into an agreement with the Metropolitan Water District of Southern California (Metropolitan) for emergency services, pipe fabrication and related technical services. The agreement is included in Valley District's *Emergency Operations Plan* as one option for emergency services and pipe fabrication in a major emergency. At the time, Metropolitan would only consider a five-year term for this agreement so it expired in 2016.

Staff is asking the Board to consider the attached replacement agreement, Agreement No. AR-1210, that includes essentially the same terms as the previous agreement but is now "evergreen" meaning it will not expire without Metropolitan or Valley District acting to terminate the agreement. There is no fiscal impact since the agreement only provides Valley District the option to utilize Metropolitan's services, if desired.

BACKGROUND

In a major disaster such as a large earthquake, one of Valley District's pipelines, or other facilities, may require repair. The large size of our pipeline and related facilities makes them more difficult to repair, requiring specialized material, equipment and personnel. Valley District does not have the specialized material, equipment or personnel to make such repairs so it contracts with others for these services. A list of qualified contractors is provided In Valley District's *Emergency Operations Plan*.

Metropolitan has the material, equipment and personnel to repair large diameter pipeline (up to 10 feet in diameter), large valves and related facilities and contracts these services to other water agencies in both emergency and non-emergency situations.

Valley District entered into a five-year contract with Metropolitan in 2011 that gave Valley District access to Metropolitan's emergency services, pipe fabrication and related services. The agreement does not obligate Valley District to utilize Metropolitan but simply provides access to Metropolitan. This agreement does not change Valley District's procurement procedures. For example, if Valley District were to request services, under this agreement, Metropolitan would provide a written proposal to Valley District which, subject to Valley District's procurement procedures, would likely require Board approval.

House Counsel has reviewed the Agreement and approved it as to form.

Fiscal Impact:

There is no fiscal impact associated with the execution of this agreement.

Recommendation:

Forward this agreement to the Board of Directors for consideration.

Attachment:

Metropolitan Water District of Southern California Agreement No. AR-1210 for Emergency Services and Pipe Fabrication and Related Technical Services

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AGREEMENT No. AR-1210
FOR EMERGENCY SERVICES AND PIPE FABRICATION AND RELATED
TECHNICAL SERVICES

This Agreement is between THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA (hereinafter “Metropolitan”), a public agency of the State of California, organized and existing under the Metropolitan Water District Act of the State of California, and the San Bernardino Valley Municipal Water District (hereinafter “ Valley District”) a public agency which includes the powers to construct, operate, maintain, repair, and replace water facilities and distribution systems.

Recitals

1. Metropolitan was incorporated under the Metropolitan Water District Act (“MWD Act”) for the purpose of developing, storing, and distributing water for domestic and municipal purposes.
2. The MWD Act empowers Metropolitan to acquire water and water rights within or without the state; develop, store, and transport water; provide, sell, and deliver water at wholesale for municipal and domestic uses and purposes; set the rates for water; and acquire, construct, operate, and maintain any and all works, facilities, improvements, and property necessary or convenient to the exercise of the powers granted by the MWD Act.
3. Valley District was incorporated under the Municipal Water District Act of 1911 (“MWD Act of 1911”, California Water Code Section 71000 et seq., as amended) which provides Valley District with a broad range of powers to provide water, as well as wastewater and storm water disposal, recreation, and fire protection services.
4. The MWD Act of 1911 authorizes Valley District to contract for services, materials, equipment, and supplies to construct, operate, maintain, repair, and replace its water facilities and water distribution system.

5. Metropolitan is recognized professionally as having extensive experience in the performance of varied services to support its water system operations and Valley District, upon its request and authorization, and within Metropolitan's operational requirements, desires to engage the specialized services of Metropolitan in areas including fabrication, coatings, welding, and unique shop maintenance work.

NOW THEREFORE, in consideration of the above recitals and of the mutual promises herein contained, each party does hereby agree as follows:

Terms of Agreement

1. Services Provided

a. The types of services provided by Metropolitan under this Agreement are set forth in Exhibit A, which is hereby incorporated into this Agreement. This list of services may be amended upon mutual written consent of both parties.

b. To receive services under this Agreement, Valley District shall submit a written Request for Estimate to Metropolitan pursuant to this Agreement, including any required specifications and detailed drawings. Valley District shall also send a nonrefundable deposit in the amount prescribed in the Request for Estimate form, attached hereto as Exhibit B, as a pre-condition for Metropolitan to prepare such estimate. If the Request for Estimate is accepted by Metropolitan, the deposit will be applied toward the cost of the work. A written Task Order for the work will be established by Metropolitan's Agreement Administrator specifying the work to be performed, the estimated time for completion of services, the estimated cost of labor, materials, supplies, and other direct or indirect costs. A copy of a sample Task Order is attached hereto as Exhibit C.

c. Any requested changes or modifications to the work documented in an original Task Order by either party will not be effective unless accepted by the other party, and documented in an amended Task Order. An amended Task Order may require the calculation of a new estimate and a new completion date.

d. For all services performed pursuant to this Agreement, the following provisions shall apply:

i. The time schedule established for any Task Order may be delayed, at no penalty to Metropolitan, if Metropolitan determines, in its reasonable discretion, that it needs to respond to unanticipated operational requirements or emergencies related to Metropolitan's water service operations. In case of such a delay, Metropolitan will make a reasonable good faith effort to complete the work under a Task Order in an expeditious manner. Metropolitan shall notify the Valley District representative, as set forth herein, by email or FAX, followed by mailed notice, of any delay in completing the work. Metropolitan will work with all concerned parties at Valley District to set work priorities, in the event of a water service emergency, to minimize the impact on all concerned. In the event of a delay by Metropolitan of more than two calendar weeks, subject to the terms set forth in the Termination Section of this Agreement, Valley District shall have the right to terminate this Agreement by providing Metropolitan with no less than ten calendar days written notice.

ii. Unless otherwise specified in the Task Order, Metropolitan will supply the materials and equipment for the work and set forth the price of these items in a cost estimate in the Task Order. The Valley District shall reimburse Metropolitan for the actual cost of the raw materials as documented in the applicable Task Order.

2. Duty of Inspection- Acceptance of Work and Limitation of Liability

a. Valley District shall be responsible for monitoring the work performed by Metropolitan under this Agreement to determine whether it complies with the applicable Task Order, including the amount, quality, acceptability, and fitness of the articles or materials used, fabricated or manufactured. Valley District and Metropolitan shall mutually agree upon a qualified inspector. The inspector will inspect and, if in compliance with the applicable Task Order, approve the work performed by Metropolitan for Valley District. Said inspection and approval must take place before acceptance of said work by Valley District and payment of compensation by Valley District to

Metropolitan. The inspector shall be compensated by Valley District. The inspector shall be required to inspect the progress of the work performed by Metropolitan at the times specified in the Task Order or pursuant to other mutual arrangements. At the time the inspector determines that the work has been performed in compliance with the applicable Task Order, he/she shall document said approval in writing. The inspector shall have no direct control over the labor, materials or equipment used by Metropolitan in the performance of service for this Agreement, but shall provide the plans, designs and other requirements of Valley District to Metropolitan's Agreement Administrator or on-site representative.

b. Valley District's inspections, approvals, and acceptance of work are Valley District's assurance that the work has been performed according to Valley District's requirements. Valley District's inspections and written acceptance of Metropolitan's work product constitutes Valley District's assurance that Metropolitan competently performed the work according to the specifications and detailed drawings provided to Metropolitan by Valley District. Metropolitan does not warrant its services under this Agreement, and upon inspection and written acceptance of the final work product, Valley District releases Metropolitan from any liability from breach of warranty, express or implied, related to the work. Metropolitan's sole liability, if any, in connection with the performance of work under this Agreement shall be that provided under Division 3.6 Title I of the Government Code (Section 810 et seq.), provided, however, that Metropolitan shall in no event be liable for consequential or special damages.

3. Compensation

For the services performed and costs incurred by Metropolitan under this Agreement, Valley District will make payment to Metropolitan for all of Metropolitan's costs, including labor, materials, equipment use, transportation, and the cost of consumables, plus overhead, based on the fee schedule or payment plan set forth in the Task Order for the work performed. Except as set forth in the applicable Task Order, Valley District shall not be responsible for the payment of any other amounts, of any

nature whatsoever, in connection with this Agreement. Amounts owed to Metropolitan shall be based on Metropolitan's actual costs, and not work estimates.

4. Maximum Amount Payable.

The total payment for all work and services in aggregate under this Agreement shall not exceed an amount of two million dollars (\$2,000,000) per Task Order.

5. Term

This term of this Agreement shall commence on September 1, 2020 and shall be for a period of 10 years with automatic 5 year renewals, unless earlier terminated as set forth herein.

6. Sales and Use Taxes

(a) The amount of any applicable sales tax imposed by the State of California or any political subdivision or municipality thereof will be paid to Metropolitan by Valley District in addition to the prices named in the applicable Task Order.

(b) The amount of any applicable use tax imposed by the State of California or any political subdivision or municipality thereof and authorized or required to be collected by Metropolitan will be paid to Metropolitan by Valley District in addition to the prices named in the applicable Task Order. If Metropolitan is not required or authorized to collect such use tax, any such applicable tax will be paid directly by Valley District.

(c) Any sales or use tax, the amount of which is to be paid to Metropolitan by Valley District, will be billed as a separate item on the invoice.

7. Risk of Loss

Metropolitan shall only be responsible for the well-being and safety of the work, or any materials left for work, performed under this Agreement while they are in Metropolitan's possession at its facility, or in Metropolitan's custody and control for

transportation purposes. Valley District is responsible for any risk of loss in delivering any needed materials, except for raw materials provided by Metropolitan, to Metropolitan's facility, in transporting any finished product after it has been placed back into Valley District's custody and control, and for any future transportation or use of the product after Valley District has assumed custody and control of the product. The obligation to transport materials or the finished product, and the responsibility for transporting such materials or the finished product, may be otherwise determined in a Task Order.

8. Billings and Payments

Unless provided otherwise in the applicable Task Order, Metropolitan shall submit a quarterly invoice to Valley District. Valley District shall pay Metropolitan's invoices within 45 days after the receipt of the invoice. Payments shall be mailed to:

Metropolitan Water District of Southern California
Accounts Receivable
P.O. Box 54153, Terminal Annex
Los Angeles, California 90054

9. Metropolitan's Agreement Administrator

In performing services for this Agreement, Metropolitan designates Silvia Perez as its primary Agreement Administrator. Metropolitan reserves the right to change this designation upon written notice to the other parties to this Agreement.

10. Notices

Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

The Metropolitan Water District

of Southern California
Post Office Box 54153
Los Angeles, California 90054-0153
(213) 217-6000
Attention: Silvia Perez,
Manufacturing Services Unit Manager_____

San Bernardino Valley Municipal Water District
380 E. Vanderbilt Way
San Bernardino, CA 92408
Attention: Chief Engineer/Deputy General Manager

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

11. Indemnity

(a) Metropolitan shall defend, hold harmless and indemnify Valley District against all claims or suits or damages or liability to Metropolitan's employees, agents, and third parties for bodily injury or property damage sustained or claimed to have been sustained while the work is being performed by Metropolitan.

(b) Valley District shall defend, hold harmless, and indemnify Metropolitan against all claims or suits by, or damages or liability to:

(i) Valley District's employees or agents for bodily injury or property damage sustained or claimed to have been sustained in the course of or as a result of Metropolitan's performance of services under this Agreement; and,

(ii) Third parties, including contractors, subcontractors, and pipe owners, for bodily injury or property damages sustained or claimed to have been sustained subsequent to the written acceptance by Valley District of the final work product. Metropolitan will not deliver the product for transportation by others until it receives written acceptance by Valley District. If delivery is by Metropolitan, as specified in the Task Order, then Metropolitan will not release the product at the delivery site unless product is accepted in writing by Valley District.

12. Insurance

Metropolitan has a program of self-insurance for liability, property damage and loss and Workers' Compensation.

13. Termination

Either party may terminate this Agreement with or without cause by providing written notice to the other party not less than thirty days prior to an effective termination date. If Metropolitan requires a delay in the completion of the work of more than two (2) weeks due to unanticipated operational requirements or an emergency, Valley District shall have the right to terminate this agreement by providing written notice to Metropolitan of not less than 10 days prior to the effective termination date. In the event of a termination by Valley District for any reason, Metropolitan shall terminate work as soon as is practical, and Valley District shall pay Metropolitan for any authorized work performed, any costs incurred, any authorized materials obtained, and any material orders which have been authorized by Valley District and which cannot be canceled without payment as of the effective date of termination. In the event of a termination by Metropolitan, with or without cause, Metropolitan shall exercise reasonable due diligence to complete the work under the applicable Task Order within the 30-day period and otherwise take any and all reasonable steps to provide the work to Valley District in a safe and usable condition.

14. Assignment Forbidden

Neither Metropolitan nor Valley District may assign, transfer, convey, sublet or otherwise dispose of this agreement, or its rights, obligations, title, and interest in all or any part of this agreement, without the prior written consent of the other party.

15. Severability

If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to

make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

16. Jurisdiction and Venue

This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought thereunder shall be Los Angeles County, California.

17. Waiver

No delay or failure by either party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement. A waiver to be valid shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

18. Entire Agreement

This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

19. Joint Drafting

Both parties have participated in the drafting of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year hereinabove first written.

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

Jeffrey Kightlinger
General Manager

By _____
Brent Yamasaki
Chief of Operations

Date _____

APPROVED AS TO FORM:

Marcia Scully
General Counsel

By _____
Deputy General Counsel

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

Heather P. Dyer
General Manager

By _____

Date _____

APPROVED AS TO FORM:

Varner & Brandt
General Counsel

By _____

EXHIBIT A
SERVICES PROVIDED BY METROPOLITAN
MONTH YEAR AGREEMENT No. AR-1210 WITH VALLEY DISTRICT

The services provided by Metropolitan to Valley District shall be emergency type services or routine type services covering the following sub-elements:

1. Preparation of services estimates
2. Engineering (including design, troubleshooting, and inspection services)
3. Project management and planning (including shop drawings detailing services)
4. Quality assurance and quality control, including destructive and non destructive testing
5. Machining, fabrication, welding, and industrial coating and mortar-lining of various water treatment, conveyance and distribution parts, pipes, and equipment
6. Refurbishment of various water treatment, conveyance, and distribution equipment
7. Site construction services
8. Diving services
9. Crane certification services
10. Transportation services

EXHIBIT B

**Request for Estimate
For
VALLEY DISTRICT
Agreement No. AR-1210**

Request for Estimate No.: 1

Request for Estimate Task Description:

Metropolitan to provide an estimate for the following requested work:

[Sample table shown below – table is filled by Valley District]

[Valley District to itemize all deliverables, and add rows as required]

[Valley District to attach documentation and drawings needed by Metropolitan to produce realistic estimate]

Item	Quantity	Length & Material	Installed Outside Diameter	Remarks
1	6	40' A36 pipe	34.88"	0.188" thick. Mortar line, mortar coat and stull the pipe
2	6	40' A36 pipe	40.88"	0.188" thick. Mortar line, mortar coat and stull the pipe
3	6	20' A36 pipe	55.88"	0.312" thick. Mortar line, mortar coat and stull the pipe

Additional Requested Deliverable Items: [sample shown below]

- [Shop drawings, inspection reports, and other documentation – specify]
- [Pipe transportation and off-loading at agency's site]

Expected Period of Performance:

- Required delivery date: [enter]

Deposit Enclosed:

Valley District understands and agrees that a deposit in the amount of **five hundred dollars (\$500)** payable to the **Metropolitan Water District of Southern California** is required prior to Metropolitan preparing the requested cost estimate. These funds will be used to establish a project number for cost accounting and reference purposes and then prepare the cost estimate.

Valley District further agrees that this deposit is non-refundable if no further work beyond the estimate preparation is requested by Valley District. If Valley District proceeds with a

request for Metropolitan to do the work via Task Order, then the deposit will be reconciled during the invoicing of that work.

**VALLEY
DISTRICT
Approval**

[name]
[Title]

Date

EXHIBIT C

**Task Order
For
VALLEY DISTRICT
Agreement No. AR-1210**

Task Order No.: 1

Task Description:

Metropolitan to provide [enter]. The scope of the work will be as follows:

[Sample shown below – Table is produced by Metropolitan]

Item	Quantity	Length & Material	Installed O.D.	Remarks
1	3	40' A36 pipe	84.00"	0.625" thick. Mortar line only and stull the pipe
2	2	20' A36 pipe	90.00"	0.625" thick. Mortar line, mortar coat and stull the pipe, with one 30" 300 psi outlet section in one of the pipe segments
3	1	Flange	30" ANSI	300 psi Blind Flange

Additional Deliverable Items: [Sample shown below]

- [Shop drawings, inspection reports, and other documentation]
- [Pipe transportation]

Period of Performance:

- Expected start: [enter]
- Expected delivery: [enter]

Maximum Estimated Amount:

[Option 1: Actual costs shall be billed for this job. Estimate is attached]

[Option 2: Actual costs shall be billed for this job, based on time and material]

Invoicing:

[Option 1: Agency shall be invoiced at the completion of the work]

[Option 2: Agency shall be invoiced at the completion of the work or quarterly, whichever comes first]

MWD Approval

_____ Date _____
Silvia Perez
Agreement Administrator

**VALLEY
DISTRICT
Approval**

_____ Date _____
[name]
[Title]



DATE: December 3, 2020

TO: Board of Directors Workshop – Resources

FROM: Kristeen Farlow, External Affairs Manager

SUBJECT: Update to the Request to Explore District Financial Support at the Proposed Garcia Center Community Garden

At an August Board Workshop, Director Longville requested Staff explore the District providing financial support for the irrigation system at the proposed Community Garden being planned for the Garcia Center for the Arts. The Garcia Center for the Arts is a project of the San Bernardino Valley Concert Association (SBVCA). The SBVCA currently leases a lot from Valley District on which they have proposed a community garden. While still in the design phase, the Garcia Center staff approached the District requesting financial support for the irrigation system at the garden.

The Garcia Center estimates the garden irrigation system would cost no more than \$2,000 and has requested a 50% sponsorship from Valley District. The District currently has a water use efficiency program in place that provides a 50% contribution for the installation of efficient irrigation systems. This financial support would be provided to the Garcia Center as a reimbursement after the irrigation system is installed. The Garcia Center estimates the the irrigation system to be completed in mid-2021.

Fiscal Impact

It is estimated that the District would contribute \$1,000 for the irrigation system costs. This amount is budgeted in the District’s Water Use Efficiency fund.

Recommended Action

Receive and file. This is an update to the request to explore the District's financial support of the Garcia Center Community Garden project. Due to the District currently having a water use efficiency program in place that provides a 50% contribution for the installation of efficient irrigation systems, the request of \$1,000 would be covered under this program.

Attachment

Garcia Center Community Garden Project Proposal

GARCIA CENTER for the ARTS

Project of the
San Bernardino Valley Concert Association

Community Garden Project Proposal



Email: sanbvca@gmail.com

Address: 536 W. 11th Street, San Bernardino, CA 92410

Mailing Address: P.O. Box 377, San Bernardino, CA 92402

Phone Number: (909) 277-4394, (909) 888-6400

GARCIA CENTER for the ARTS

Project of the
San Bernardino Valley Concert Association

Project Description:

The Garcia Center for the Arts/SBVCA is looking at developing a community garden. We believe the location is ideal because The Garcia Center already provides a gathering area for cultural and educational workshops in the heart of the city of San Bernardino, along E Street, which runs through the entire length of the city. This community garden project will also help to mitigate the effects of climate change, air pollution and potential drought in our area by providing additional shade, reducing greenhouse gas emissions and promoting sustainable gardening practices in an urban environment.

The focus will be bringing in community members to lead the community garden space, learning and teaching how to garden. The garden will provide people in San Bernardino with accessible organic food, shifting the local culture towards healthier diets and food systems and improving the overall well being of our community, physically and mentally.

Request of Valley District Board: SBVCA is asking for your support and help with covering the costs of installing an irrigation system for the gardeners.

Estimated Project Costs: A rough estimate from Ewing Irrigation in San Bernardino put the costs at just over \$1,000. We do not expect costs to be over \$2,000.

<https://store.ewingirrigation.com/store-7-san-bernardino>

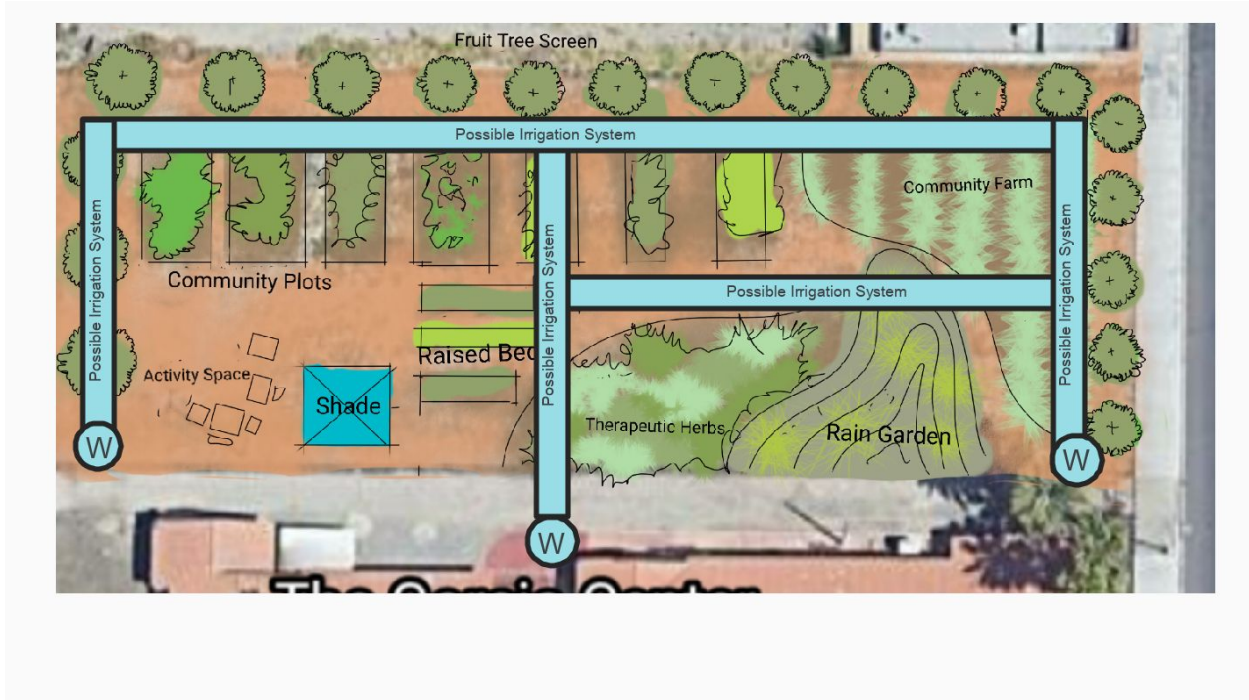
Specific Items/ Category of Expenses

QTY ORDER	ITEM DESCRIPTION	NET	EXTENDED
300.00	07000460 2 SCH 40 PVC BE PIPE	108.7520	326.26
100.00	07000450 1-1/2 SCH 40 PVC BE PIPE	87.3158	87.32
180.00	07000420 3/4 SCH 40 PVC BE PIPE	34.6640	62.40
3.00	04420015 1-1/2 PVC CROSS SLIP	5.5642	16.69
3.00	04438211 1-1/2 X 1 PVC RED BUSHING ST	2.2165	6.65
2.00	04401248 2 X 2 X 3/4 PVC TEE SSS	3.6988	7.40
18.00	04406007 3/4 PVC 90 ELL SS	0.3422	6.16
13.00	04401251 2 X 2 X 1-1/2 PVC TEE SSS	3.1608	41.09
3.00	03100120 2 L/P SLIP FIX REPAIR COUPLING	13.6320	40.90
13.00	04401015 1-1/2 PVC TEE SSS	1.9113	24.85
19.00	04438210 1-1/2 X 3/4 PVC RED BUSHING ST	2.2165	42.11
3.00	04438211 1-1/2 X 1 PVC RED BUSHING ST	2.2165	6.65
2,000.00	12001010 LP710 500FT PE RED 1/2 TUBING	11.6309	232.62
500.00	12001020 LP940 500FT PE RED 3/4 TUBING	17.9218	89.61
40.00	06007040 3/4 X 4 PVC SCH 80 NIPPLE TBE	0.4840	19.36
6.00	20001107 3/4 SPEARS UTILITY TT BV	7.7350	46.41
		SUB-TOTAL:	1,056.48
		TAX:	84.54
		SHIPPING & HANDLING:	0.48
		AMOUNT DUE:	1,141.50

GARCIA CENTER for the ARTS

Project of the
San Bernardino Valley Concert Association

Garden Design:



GARCIA CENTER for the ARTS

Project of the
San Bernardino Valley Concert Association

Estimated Timeframe of Project:

The SBVCA currently holds a lease for The Garcia Center building from The San Bernardino City Water Department for the next 90 years. We are expecting to be serving the community for many decades and believe that a community garden space in the heart of the city will be a major asset for the community. Once an irrigation system gets installed, the garden will start taking dramatic shape. Planning and installing an irrigation system will hopefully be done by the end of the year 2021, possibly as early as June 2021 if not sooner.

Estimated Total Cost of Construction:

The Total Cost of the Garden Construction is estimated to be around \$150,000, that includes the costs of additional materials, program administration and staff.

The costs of just the irrigation system, we believe to be no more than \$2,000 based on our initial research

Estimated Grant Revenue:

The SBVCA is looking at different sources of grant revenue. We just recently applied to the Youth Community Access Grant from California's Natural Resources Agency. If approved, those funds will cover the expenses of the community garden up to mid-year 2022.

Estimated City of San Bernardino Rebate Assistance:

The City of San Bernardino Water Department is able to help offset material costs. They are able to provide up to 50% reimbursement for the purchase of materials needed to install drip irrigation, with a cap of \$5,000.

Plan to Cover Continued Operations & Maintenance Expenses:

Our plan for long-term sustainability/operation and maintenance of the project is to develop community buy-in through incentives that will encourage more community members to join. We will look at bringing in some revenue through classes, training and markets. Plots will also come with a \$35 yearly fee, that will help offset some costs.

We will continue to seek diverse funding sources and continue to build partnerships across sectors to support the work at the garden. The SBVCA also has a formidable investment portfolio that also ensures our long term sustainability. We will be leveraging every resource, such as funds we already have, to access buy-in and support from other funders. We will work with partners to support initial capital investments in new projects while grant reimbursements come. We have the network to continue to build and grow capacity.

We believe that our community is our greatest strength and we hope to build up connections with other local organizations to make this project a reality.