



**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, MAY 6, 2021 – 2:00 P.M.**

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the May 6, 2021, 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, May 5, 2021. All public comments will be provided to the Chair and may be read into the record or compiled as part of the record.

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



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

BOARD OF DIRECTORS WORKSHOP - RESOURCES

AGENDA

2:00 PM Thursday, May 6, 2021

CALL TO ORDER

Chairperson: Director Hayes

Vice-Chair: Director Harrison

1) INTRODUCTIONS

2) PUBLIC COMMENT

3) SUMMARY OF PREVIOUS MEETING

3.1 April 1, 2021, Meeting (Page 3)

[Summary Notes BOD Workshop - Resources 040121](#)

4) DISCUSSION ITEMS

4.1 Proposed Program of Work for the Water Resources Department FY 21/22 (Page 10)

[Staff Memo - Proposed Program of Work for the Water Resources Department FY 21/22](#)

4.2 Discuss the District's Insurance Coverages (Page 11)

[Staff Memo - Discuss District's Insurance Coverages](#)

[ACWA JPIA proposal for insurance coverage](#)

4.3 Consider Agreement for Recharge in San Bernardino County Flood Control Facilities (Page 25)

[Staff Memo - Consider Agreement for Recharge in San Bernardino County Flood Control Facilities](#)

[Draft Responses to Board Questions on the Agreement](#)

[Groundwater Recharge Facilities Agreement by and Between the San Bernardino County Flood Control District and San Bernardino Valley Municipal Water District](#)

[Planning Memorandum of Understanding San Bernardino County Flood Control District \(FCD\) and San Bernardino Valley Municipal Water District \(Valley District\)](#)

[Letter of Support from the Advisory Commission on Water Policy](#)

5) **FUTURE BUSINESS**

6) **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: May 6, 2021
TO: Board of Directors Workshop - Resources
FROM: Staff
SUBJECT: Summary of April 1, 2021 Board of Directors Workshop – Resources

The Resources Workshop convened on April 1, 2021. Vice President Hayes chaired the meeting via video conference.

Directors Present: President Kielhold, Vice President Hayes, Director Botello, Director Harrison, and Director Longville.

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
Anthony Flordelis – Systems Analyst
Matthew E. Howard, MS – Water Resources Senior Project Manager
Jose Macedo, ML, CPT-P (USA Retired) – Clerk of the Board/Assistant to the CEO
Adekunle Ojo, MPA – Manager of Water Resources
Shavonne Turner, MPA – Water Conservation Program Manager

Members of the Public Present:

Joyce McIntire, Yucaipa Valley Water District
Melody McDonald, San Bernardino Valley Water Conservation District

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.

2. Public Comment

Chair Hayes invited public comment. There was none.

3. Summary of Previous Meeting

The meeting notes from the March 4, 2021 meeting were reviewed with no comments.

4.1 2020 Integrated Regional Urban Water Management Plan (IRUWMP) Status Update

Water Resources Senior Project Manager Matt Howard explained that the Integrated Regional Urban Water Management Plan (IRUWMP, or “Integrated Urban Plan”) is combining both the 2020 updates of the 2015 Integrated Regional Water Management Plan and the 2015 Regional Urban Water Management Plan, which is the first of its kind in the state. Eighteen agencies are participating in the Plan, with ten agencies completing their Urban Water Management Plan requirements through this planning effort, with the deadline for submission to the Department of Water Resources (DWR) on July 1, 2021, he noted. Staff is in constant communication with the project consultant, WSC, and with stakeholders, to assure that the Plan is completed in a collaborative manner and on schedule, Howard said, and reviewed progress to date.

Five workshops were held with all stakeholders listening in and providing comments, Howard explained. He provided highlights of each workshop, emphasized the collaborative effort, and noted that the DWR recognizes the major effort. Input included report cards on 2015 goals and objectives, preliminary population projections, and demand forecasting with comparison. Mr. Howard noted that overall demand was lower than projected in 2015. Director Hayes asked about the potential for inclusion of per capita demand. Mr. Howard said the data is available. Director Longville pointed out the uncertainty of reporting for multi-family housing and asked Mr. Howard to question the retailers about calculation. Mr. Howard indicated that retailers are making an effort to better quantify multi-family residences and said he would inquire of the consultant about counts.

Director Botello asked why the demand projections of Valley District and East Valley Municipal Water District seemed off. Mr. Howard explained the graphic and assured that projections are made incorporating a reliability factor of 15 percent based on climate change, water use efficiency, and changes in population. Since the demand projections made in 2015 were high, staff is working with the retailers to assure the most accurate predictions for 2020 moving forward, he said.

Manager of Water Resources Adekunle Ojo offered an example and noted that it is a good thing that production was lower than predicted. He noted that in 2009, Valley District's demand was about 52,000 acre-feet, but in 2020, 39,195 acre-feet was supplied. This can be called an over-projection, or it can be attributed to a reduction in demand, he explained. Director Hayes pointed out that the projections were made prior to mandated conservation, and the graph indicates success in conservation during the declared drought years. Director Botello pointed out that some agencies are pointing to increased water use and these projections will be used to make future policy decisions.

Director Longville pointed out that agencies are looking at the projections with higher demand numbers in terms of capital projects for five years, but routinely the demand is coming in lower. She said she hoped this year's projections will be closer. Mr. Howard assured that a list of demands is required in the Urban Plan and each agency's water budget will be provided at the next update of the IRUWMP.

Mr. Howard continued the overview of the IRUWMP workshops. He noted a call for multi-benefit projects with a deadline of April 8 for submission to be included in the Integrated Urban Plan. He shared some stakeholder-submitted goals and objectives representing the collaborative effort. Director Harrison requested copies of the presentation slides.

Additional data is needed to compile the preliminary water budgets Howard explained, so regional water supply and demand assessments are not yet available. He advised the Board of the next steps of the project including a new requirement for a Water Shortage Contingency Plan (WSCP). Mr. Ojo added that the WSCP is Plan B in case of a shortage. Mr. Howard explained the timeline for submittal of the IRUWMP to the DWR by July 1, 2021 and encouraged directors to read the plan and make comments.

Director Longville asked about activities for the public review period and suggested notice on social media. Mr. Howard said the Plan will be posted for public review and emphasized the importance of comments. He said he would work with External Affairs Manager Kristeen Farlow on social media posts.

Action Item(s): Receive and File

4.2 Update on Water Supply Conditions

Chief Water Resources Officer/Deputy General Manager Bob Tincher noted the news of dry conditions in Northern California and reminded the Board that the State Water Project (SWP) allocation was dropped from ten percent to five percent. At the time of the last update, Mr. Tincher said, staff had hoped the allocation would increase. He shared the SWP allocation history and noted that most of the time when the allocation was ten percent, the supply increased, but this is not a surprise.

Mr. Tincher provided the Northern Sierra Precipitation Index and said it is expected that this will be a very dry year although storms may occur through May and June. Snowpack is also below average, as is water storage in Lake Oroville, the District's major storage reservoir, he explained. San Luis Reservoir is also below average, he noted, and said the SWP storage is down by approximately one million acre-feet from last year. Tincher shared the DWR's modeling results and explained the choice of the most conservative estimate of five percent.

The District's planning documents recognize the variability in the SWP supplies, Tincher assured the Board. He reminded about Resolution 888 which lays out service to retail water agencies and makes it clear that they must have a backup supply. He pointed out that the District does not rely on the SWP as its primary water supply; it is needed to provide about 25 percent of demand. Most comes from local supplies, he noted.

Tincher shared the San Bernardino Basin Precipitation Index which shows local drought conditions since 1998 and explained planning strategy for maximizing the storage of groundwater reserves in wet years to be available in dry years. He advised that there is significant storage capacity in the basins, and they are approximately 80 percent full, leaving the District in a good position to weather 2021.

The Integrated Regional Water Management Plan indicates that the first priority for SWP is direct deliveries, followed by groundwater recharge, Tincher explained. This procedure acknowledged the significant investment made by agencies in infrastructure. Valley District will work collaboratively and closely with all retailers to assure they receive enough water to keep their plants going, Tincher said.

Mr. Tincher recommended the District obtain 5,000 acre-feet of water from its Kern-Delta storage program and advised that staff will later recommend participation in the Yuba

Accord. In response to Director Hayes, Mr. Tincher detailed the Yuba Accord program. He also noted that demand may be lower based on snowpack in Bear Valley.

This presentation will be provided to the Basin Technical Advisory Committee (BTAC) and the San Bernardino Basin Groundwater Council will be advised that there will not be a lot of water available for their purchase this year, Tincher continued. Staff will also be working with Bear Valley Mutual Water Company on a program for backup alternatives to meet obligations under the Big Bear agreement and to get wet water to them if surface water runs short. Staff will also work with retailers on a plan for 2021, he said.

In response to President Kielhold's question about water in storage, Mr. Tincher said the storage amounts include water below some of the existing wells. He estimated about one million acre-feet in storage above that line. Kielhold asked about the estimate of a one-million-acre-foot storage deficit and relationship to cumulative lack of rain. Mr. Tincher indicated that it is not due to any flow restrictions or release of water for other purposes and noted that the operation in Oroville is more conservative after the spillway failure.

Director Longville pointed to the local snowpack and said as discussions with headwaters partners progress, that a good case might be made for having the snowpack information in the future. She noted that she had received inquiries from the media related to the lowering of the SWP allocation, as it is rare for it to drop. She noted that California has shattered records for heat and said she believes it may be a long time before DWR will again release a ten percent allocation in a hot year. Mr. Tincher advised that in 2014 when the first allocation was the lowest ever at five percent, one of the reasons was because the SWP did not lower the allocation the previous year; they prefer not to move backwards.

In response to Director Harrison, Mr. Tincher explained that bedrock in the San Bernardino Basin area goes down to about 1,600 feet. In the last 20 years, Tincher noted, retailers began drilling wells all the way to bedrock. Previously, they had not gone so deep due to costs, he said. Chief Engineer/Deputy General Manager Wen Huang detailed wells encountering fractural bedrock at about 1,000 feet.

Director Botello asked about the formula for the Yuba Accord and wondered if it would be more prudent to make a larger request. Mr. Tincher cautioned that requesting too much may result in substantial cost if the request is fulfilled.

The Yuba Accord includes both surface water and groundwater, Tincher noted in response to Director Harrison. The Kern-Delta is a program of Metropolitan Water District affording the District a one-time use of space in their storage program in the region, Tincher explained. Staff will investigate other options and bring them back to the Board, he said. He pointed out that the Sites Reservoir and the Delta Conveyance will also be helpful in providing more water each year.

Director Botello asked about the snowpack numbers. Mr. Tincher indicated the range is in the mid-60s percentile, and it is a little better than last year but not enough to overcome the lack of rain. Director Longville asked about moisture content, and Mr. Tincher explained that is included in the calculation of percentile.

Action Item(s): Receive and File

4.3 CEO / General Manager's 2021/2022 Goals

Chief Executive Officer/General Manager Heather Dyer presented strategies for positioning the District to lead the state in water resources planning and implementation, and position Valley District to become the employer of choice for future and existing staff.

Ms. Dyer emphasized collaboration and communication. She noted that she envisions five to ten years out, as the challenges faced require long-term thinking. She pointed to growth in the organization and noted focus on leadership development.

Diversity and inclusion are a big focus in public agencies, she noted, and shared the objective to provide equitable opportunities and resources throughout the service area and internally. She noted values of initiative, problem-solving, respect, and a spirit and attitude of public service.

Priorities for 2021 include strategic planning, the 7 Oaks Dam feasibility study, completion of the Habitat Conservation Plan, and development of a Climate Resilience Plan, Headwater Resilience Partnership, Demand Management Program, and Strategic Communications Plan. She also noted the need for a written Capital Improvement Program.

Director Longville suggested that the Strategic Communications Plan might include something that informs and trains ratepayers to become advocates for the District. She gave the example of the San Diego County Water Authority's Water Academy.

Internal goals, Dyer continued, include strategic planning, a new financial model including new financial policies. She pointed out goals of competitive employer positioning, and long-term organizational needs and noted that an expert will be needed to assist with development of these programs. She also suggested a human resources assessment.

The agency is a leader, Dyer noted, and said she wants the District to be even more impactful in the region and in the state. President Kielhold indicated it would be helpful for the taxpayers to understand what the benefit is of having the District be a regional leader. Director Harrison said he looks forward to completion of the strategic plan, and complimented Ms. Dyer's road map.

Director Botello recommended a facilitator for a five-year strategic plan process; Director Hayes assured that a facilitator is on board. Director Longville advocated for building a network of ratepayers to get the District's message out. Director Hayes pointed out that the District may not have a large workforce, but employees are professional and communicate well to the average person. She suggested internship programs in engineering or operations. Director Hayes suggested the Cultural Intelligence training be extended to the Board members.

Action Item(s): Feedback was provided.

5. Future Business

No items were added.

6. Adjournment

Staff Recommendation

Receive and file.



DATE: May 6, 2021
TO: Board of Directors Workshop - Resources
FROM: Bob Tincher, Chief Water Resources Officer/Deputy General Manager
SUBJECT: Proposed Program of Work for the Water Resources Department FY 21/22

Staff has been working on the development of Valley District's budget for fiscal year 2021-22. At this workshop, the Resources Department will present its proposed program of work to be considered for next fiscal year. The program of work includes items performed by staff and items that will likely require consulting support. This presentation will give the Board a better understanding of key projects and initiatives for the Water Resources Department prior to the June 7, 2021 general fund budget workshop.

Fiscal Impact:

The final list of work items in the program of work for the Resources Department will be included in the proposed Valley District budget for next fiscal year, which will be considered by the Board at the June 7, 2021 general fund budget workshop.

Staff Recommendation:

Provide feedback to staff on the priorities and initiatives proposed for FY 21/22



DATE: May 6, 2021

TO: Board of Directors' Workshop - Resources

FROM: Heather Dyer, CEO/General Manager
Cindy Saks, CFO/Deputy General Manager

SUBJECT: Discuss District's Insurance Coverages

Background:

On July 1 1985, the District Board approved a self-insurance plan for general liability, property damage and comprehensive coverage for vehicles. Annually the board allocates an amount to be set aside for self-insurance and designates these funds in the board adopted District Reserve Policy. The fund started with an allocation of \$11 million and staff was directed by the board to increase the reserve balance by \$1 million per year, the reserve balance for the self-insurance fund at June 30, 2020 was \$25 million dollars.

The District currently purchases insurance through Alliant insurance and State Comp Insurance Fund for the following products:

- Alliant Property Insurance Program which covers property, pollution liability, cyber security insurance and coverage for vehicles/contractor's equipment.
- Data Compromise and Business Auto Insurance (liability only on District vehicles)
- Government Crime Policy
- Workers' Compensation insurance through State Comp Insurance Fund

Currently the District purchases employee/director/retiree health, dental, vision, and life insurance through the Association of California Water Agencies (ACWA) Joint Powers Insurance Authority (JPIA) program.

During the fiscal year 2020-2021 general fund budget process, staff was asked to obtain a cost proposal from ACWA JPIA for possible insurance coverage for general liability, property and workers' comp insurance.

Below, staff has provided a comparison of current year insurance premiums including coverage limits to the proposal received from ACWA JPIA.

CURRENT INSURANCE - ALLIANT INSURANCE SERVICES AND STATE COMP INS FUND				
CARRIER	DEDUCTIBLE	LIMITS	DESCRIPTION	ANNUAL PREMIUM
ALLIANT INSURANCE APIP	5,000	100,000,000	BUILDING, PERSONAL PROPERTY <i>INSURED VALUE \$60,001,651</i>	69,061
ALLIANT - GOVERNMENT CRIME	2,500	1,000,000	EMPLOYEE THEFT, FORGERY OR ALTERATION, FRAUD	1,323
ALLIANT / EMC INS CO	5,000	1,000,000	AUTO LIABILITY	15,026
		5,000	AUTO MEDICAL PAYMENTS	
		1,000,000	UNINSURED MOTORIST	
		NO COMPREHENSIVE NO COLLISION		
				85,410
WORKERS COMP - STATE COMP INS FUND		1,000,000		26,029
	EXPERIENCE MODIFICATION RATE		70%	
	<i>VERY GOOD EXP MOD RATE - NO INCIDENTS IN PAST TEN+ YEARS</i>			
			ANNUAL PREMIUM FOR 7/1/20 - 6/30/21	111,439

ACWA JPIA INSURANCE COST QUOTE FOR FYE 2021 / 2022				
CARRIER	DEDUCTIBLE	LIMITS	DESCRIPTION	PROPOSED ANNUAL PREMIUM
ACWA JPIA - PROPERTY	5,000	500,000,000	PROPERTY PROGRAM <i>INCLUDES BOILER & MACHINERY</i>	
			PARTICIPATION IN 1 JPIA PROGRAM	59,064
			PARTICIPATION IN 2 JPIA PROGRAM	57,883
			PARTICIPATION IN 3 JPIA PROGRAM	56,111
ACWA JPIA - LIABILITY	25,000	55,000,000	PROPERTY DAMAGE ERRORS & OMISSIONS AUTOMOBILE LIABILITY	
	<i>RETROSPECTIVE ALLOCATION POINT</i>			
			PARTICIPATION IN 1 JPIA PROGRAM	101,310
			PARTICIPATION IN 2 JPIA PROGRAM	99,284
			PARTICIPATION IN 3 JPIA PROGRAM	96,245
ACWA JPIA - WORKERS' COMP		4,000,000	EMPLOYEE BODILY INJURY	
	EXPERIENCE MODIFICATION RATE	68%		
			PARTICIPATION IN 1 JPIA PROGRAM	40,502
			PARTICIPATION IN 2 JPIA PROGRAM	39,692
			PARTICIPATION IN 3 JPIA PROGRAM	38,477
ACWA JPIA - CRIME COVERAGE	1,000	1,000,000	PUBLIC EMPLOYEE DISHONESTY	
			PARTICIPATION IN 1 JPIA PROGRAM	1,200
			PARTICIPATION IN 2 JPIA PROGRAM	1,200
			PARTICIPATION IN 3 JPIA PROGRAM	1,200
			ACWA JPIA PROPOSED PREMIUM COST TO PARTICIPATE IN ALL PROGRAMS	192,033

The current premiums for Property, Workers' Comp and Crime Coverage paid by the District during the current fiscal year is \$111,439. The ACWA JPIA proposal for all programs (Property, Workers' Comp, Crime Coverage and Liability) would be \$192,033. This is an increase in total premium cost for insurance of \$80,594 per year, which is roughly the cost of adding liability insurance to the District portfolio of insurance coverage.

At an estimated cost of \$100,000 per year for the 36 years the District was self-insured for liability insurance, the estimated savings from unpaid premiums from 1985 to 2021 is \$3.6 million dollars. However, per the current adopted District Reserve policy, this approach requires a minimum of \$15 million of the general fund money to be set aside in reserves, which cannot be used to fund other District priorities such as new capital projects. The Reserve policy states:

Reserve for Self Insurance. This reserve is established by the District for the purpose of self-insuring the District against any claims made against the District and to provide for the necessary cash flow to begin repair of the District infrastructure after a catastrophic event, such as a severe earthquake or fire, while long-term financing is being arranged. The Board has designated a minimum balance of \$15 million in this reserve. The balance in the reserve will be reviewed periodically to ensure that it is maintained at a level that would adequately protect the District. Funds appropriated to the Reserve for Self Insurance may be invested in the same manner as other District funds, and the earnings thereon shall be credited to the District's General Fund.

If the Board should decide to participate in the insurance programs offered by ACWA JPIA, rather than continue to be self-insured, the following steps must be completed:

- Commit to an initial three-year participation in the insurance programs
- The ACWA JPIA Executive Committee must approve the District's participation
- The Board must adopt a Resolution to join JPIA programs
- The District must apply to State Department of Industrial Relations for a Certificate of Consent to Self-Insure through ACWA JPIA for Workers' Comp Insurance.

The District can join the ACWA JPIA programs at any time, however the current insurance policies will expire on June 30, 2021. If the Board decides to join the ACWA JPIA for insurance and to avoid any lapse in coverage, the District will need to get the applications, approval from the ACWA JPIA Executive Board and adopt the necessary resolutions prior to July 1, 2021.

Fiscal Impact:

The premium costs associated with insurance coverage will be budgeted each year in the General Fund budget under account 6430 Liability Insurance.

Staff Recommendation:

Provide direction to Staff to

- Identify the insurance coverage within the ACWA JPIA program the District would like to participate, direct staff to work with the ACWA JPIA staff to prepare the necessary applications and resolutions and bring to a future board meeting for consideration, or;
- Continue with the current methodology for insurance coverages through Alliant, State Comp Insurance Fund and District self-insurance for Liability.

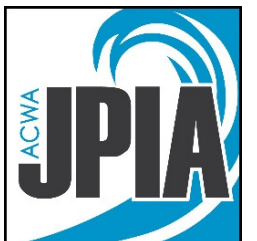
Attachments:

- ACWA JPIA proposal for insurance coverage



Coverage Proposal

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT



March 26, 2021

Introducing Your Best Protection



OUR MISSION

ACWA JPIA is dedicated to consistently and cost effectively providing the broadest possible affordable insurance coverage and related services to its member agencies.

FORMED BY WATER AGENCIES FOR WATER AGENCIES

Water agencies have a unique set of risks not every provider can cover. In 1979, water agencies banded together to share their risks and associated insurance costs. They empowered ACWA JPIA to provide the best coverage for their needs ... and we delivered.

Today, we are the leader in providing California public water agencies with liability, property, and workers' compensation loss coverage programs as well as employee benefits. Serving only water agencies, our experience, expertise and knowledge are highly tuned to our members' unique requirements.

We are a strong, innovative organization. We continually evolve to serve our members' ever-changing demands with programs designed by them and for them. As your partner, we always battle for your agency's rights and best protection.

ADVANTAGES AT A GLANCE

- Strong, stable risk-sharing pool with over 360 members
- 100 percent member governed, member driven and member focused
- Complete protection programs tailored specifically to water agencies
- Programs with cost savings of 20 to 30 percent compared to commercial insurance
- Value-added services to help reduce claims, keep costs low and protect members
- Trustworthy, reliable and knowledgeable staff dedicated to each member
- Tools, technology and resources to support your agency's needs
- Resourceful, in-house staff with expertise in every service area

WATER AGENCIES HAVE A CHAMPION IN THE JPIA

Public entities created pools beginning in the early 1970s. In fact, ACWA JPIA evolved in 1979 after most commercial insurers abandoned the public entity market. As a result, public entities formed risk pools to reduce and stabilize long-term insurance costs and ensure access to coverage and service critical for local government functions such as the acquisition, treatment and delivery of water.

As a California special district, ACWA JPIA operates as a public entity. We are member owned, member governed and member driven. Our Board of Directors includes a representative from each member’s board. Our Board elects an eight-member Executive Committee to work on its behalf with the JPIA management and staff.

Unlike the commercial insurance industry, which uses profits to measure success, ACWA JPIA provides services, coverage and risk management tools with the singular goal of servicing our members. We work closely with each of our members to provide customized programs, resources and services for their needs, no matter the agency size.

HOW WE WORK

Water Agencies must be a member of the Association of California Water Agencies to join the JPIA. Our Board and Executive Committee approve entry into the JPIA. Upon joining, members agree to share the cost of risk by contributing to pooled programs. This pool of funds pays for all member claims and, as a result, reduces the burden of long-term claim costs for all members. At the end of each program year, if claims costs are below anticipated levels, members may be eligible for refunds. ACWA JPIA is proud to be a partner with water agencies throughout California. Quite simply, ACWA JPIA is a proven source of innovation, expertise, education and financial stability.

PROTECTION – EXCLUSIVE TO MEMBERS	SERVICES – EXCLUSIVE TO MEMBERS
<p>PROPERTY PROGRAM</p> <ul style="list-style-type: none"> • \$500 million limits • Pooled retention to \$100,000 per loss • Includes boiler and machinery <p>GENERAL, AUTO, EPL AND PUBLIC OFFICIALS ERRORS AND OMISSIONS LIABILITY COVERAGE</p> <ul style="list-style-type: none"> • Up to \$60 million limits • Pooled retention to \$5 million per occurrence • Funded for catastrophic events • Excess premium returned to members • Employment Practices Liability <p>WORKERS’ COMPENSATION</p> <ul style="list-style-type: none"> • Over 6,000 employees covered • Statutory limits • Pooled retention \$2 million • No deductible • In-house claims examiners ranked #1 in California • Funded for catastrophic events <p>EMPLOYEE BENEFITS</p> <ul style="list-style-type: none"> • HMO, PPO and consumer-driven medical plans • HMO and PPO dental plans • Life insurance and disability plans • Employee assistance and wellness programs 	<p>RISK MANAGEMENT SERVICES</p> <ul style="list-style-type: none"> • Certified safety professionals on staff • On-site consultations and risk assessments • Assistance with safety policies <p>HUMAN RESOURCES SUPPORT</p> <ul style="list-style-type: none"> • Certified human resource professionals on staff • Employment practices hotline including free legal consultations • Regional HR group meetings and individual consultations • Employee handbook/policy reviews • Model water district job descriptions <p>EMPLOYEE BENEFITS SERVICES</p> <ul style="list-style-type: none"> • Advocacy and claim support • Legal compliance assistance • Electronic enrollment system <p>TRAINING RESOURCES</p> <ul style="list-style-type: none"> • On-site, local and regional classes • Online courses • Professional development programs <p>CLAIMS SERVICES</p> <ul style="list-style-type: none"> • In-house claims staff • Specialized legal counsel • Investigation and defense

EXCLUSIVE SERVICES TO MEMBERS

ACWA JPIA's commitment to your agency's protection does not stop with our liability, property, workers' compensation and employee benefits programs. We provide additional services and consultations to serve as your trusted, long-term partner.

HUMAN RESOURCES

- Employment hotline
- Employee handbook reviews
- Employment training
- Member advocacy
- Benefits Enrollment support
- Consultation and guidance
- Employee assistance
- Model policies
- Sample forms
- Job description manual (ADA compliant; over 70 water district jobs)
- Regional HR group meetings and networking forums
- Pre-employment physical referrals

TRAINING RESOURCES

- On-site, local and regional classes; annual training conferences
- Online training resources, including live and recorded water-industry specific webinars
- Training library with over 600 DVDs
- Professional development program offering certifications in human resources, operations and supervisor basics
- In-depth, year-long senior leadership certificate program
- Staff development
- In-person training

ACWA JPIA partners with a leading provider for customized web based training specific to water agencies, including courses that are eligible for continuing education credits.

EXCLUSIVE SERVICES TO MEMBERS (CONTINUED)

ACWA JPIA's risk management staff partners with member agencies to cost effectively control exposures to potential losses in all insured programs.

RISK MANAGEMENT STAFF

- Certified Safety Professionals (CSPs)
 - Authorized to teach 10 and 30-hour OSHA and DOSH asbestos courses
 - Staff certified in water distribution, treatment and wastewater
 - On-staff electrical engineer
 - On-staff certified disability management professional
 - On-staff certified industrial hygienist
 - On-staff certified ergonomic assessment specialists
 - On-staff enterprise risk management PRIMA faculty trainer
 - On-staff chartered industrial gas consultant
 - On-staff property appraisers
-

EMPLOYEE BENEFIT SERVICES

- California licensed life and health agent
 - Direct member advocacy for employees with questions or claim issues
 - Assistance with legal compliance – Affordable Care Act
 - Electronic benefits enrollment system allows self-enrollment, district oversight and robust reporting
-

CLAIMS SERVICES

- Experienced in-house claims staff and state-certified examiners experienced with JPIA member agencies
- Statewide claims resources including investigators, adjusters and specialized legal counsel
- Aggressive investigation and defense of questionable claims
- Diligent pursuit of subrogation rights



Liability Coverage Quotation

LIABILITY PROGRAM LIMIT \$55,000,000 *

SUB-LIMITS:

- \$ 5,000,000 - Terrorism
- \$10,000,000 – Communicable Disease
- \$35,000,000 – Subsidence; Lead; Mold

INCLUDES:

- | | |
|---|--------------------------------|
| Bodily Injury | Property Damage |
| Errors & Omissions | Employment Practices Liability |
| Public Officials Errors & Omissions Liability | Inverse Condemnation |
| Accidental Pollution Liability | Automobile Liability |

**Coverage afforded for drones that follow FAA Rules and Regulations Part 107 of Title XIV*

Retrospective Allocation Point (RAP) **\$25,000**

10/1/20 TO 10/1/21 ESTIMATED DEPOSIT PREMIUM: \$101,310

Deposit premium based on estimated annual payroll of \$3,928,210.

CYBER AND TECHNOLOGY LIABILITY COVERAGE

Included with Liability Program

Limit of Coverage.....**\$5,000,000 per claim**
 **\$5,000,000 policy aggregate**

INCLUDES

- Third Party Liability Coverage
- First Party Coverage

RETENTION SCHEDULE

- Total Asset Value:
- <\$5,000,000..... \$10,000
 - \$5,000,000 to \$25,000,000 \$25,000
 - >\$25,000,000..... \$50,000



Property Coverage Quotation

PROPERTY PROGRAM LIMIT \$500,000,000 *

SUB-LIMITS:

Accidental Mechanical Breakdown	\$ 100,000,000	
Extra Expense	\$ 50,000,000	
Off Premises Service Interruption	\$ 25,000,000	
Flood – Program Aggregate	\$ 25,000,000	
Zones A or V	\$ 10,000,000	
Earthquake – program aggregate	\$ 2,500,000	(higher limits available)
Money & Securities	\$ 2,500,000	
Employee Dishonesty	\$ 100,000	(higher limits available)

DESCRIPTION	INSURABLE VALUES	VALUATION BASIS	ANNUAL PREMIUM
Buildings, Fixed Equipment	\$ 51,192,269	Replacement	\$ 46,022
Contents	\$ 8,970,676	Replacement	\$ 8,065
Business Interruption	\$ 2,500,000	Actual Loss Sustained	\$ 2,248
Mobile Equipment	\$ 69,750	Actual Cash Value	\$ 103
Autos/Trailers	Per schedule	Actual Cash Value	\$ 2,627
TOTAL			\$ 59,064

DEDUCTIBLES:

Buildings/Fixed Equipment/Contents.....	\$5,000 per loss
Mobile Equipment	\$1,000 per loss
Auto Physical Damage	\$500 per loss
Accidental Mechanical Breakdown	
Turbine Units & associated Equipment,	
Electrical Generators, or Electrical Power Distribution	\$50,000
All other objects	\$25,000
Service Interruption	24 Hour Waiting Period
Earthquake.....	5%, subject to minimum \$75,000
Flood- All Zones.....	\$100,000



Workers' Compensation & Employers Liability Coverage Quotation

WORKERS' COMPENSATION

Limit of Coverage Up to Statutory Limits

EMPLOYERS' LIABILITY

Bodily Injury by Accident **\$ 4,000,000**
 Bodily Injury by Disease - each employee **\$ 4,000,000**
 Bodily Injury by Disease - policy limit **\$ 4,000,000**

Class Code	Classification	Estimated Annual Payroll	Rate 7/1/2020	Estimated Annual Deposit
7520	Waterworks Operations	\$ 1,077,840	.0406	\$ 43,760
8742	Salespersons / Meter Readers	\$ 277,480	.0094	\$ 2,608
8810	Clerical (Board of Directors)	\$ 2,572,890	.0077	\$ 19,811
	Total	\$ 3,928,210		\$ 66,180
	Economy of Size Discount – 10%			\$ (6,618)
	Discounted Premium			\$ 59,562
	Experience Modification Factor			.68
	Estimated 7/1/20-21 Deposit Premium			\$ 40,502

Minimum Retrospective Attachment Point (RAP) - \$10,000

Deposit premium is payable on a quarterly reporting basis. No up-front deposit is required.



Crime Coverage Quotation

GROUP PURCHASE
Limit of Coverage\$1,000,000

INCLUDES

- Public Employee Dishonesty
- Forgery or Alteration
- Computer Fraud
- Faithful Performance of Duty

Deductible \$1,000

ESTIMATED ANNUAL PREMIUM

Estimated Annual Premium \$1,200 *

*Subject to carrier's review of completed application



Premium Summary

Program	Estimated Annual Premium	Estimated Annual Premium - 2 program participation	Estimated Annual Premium - 3 program participation
Liability Coverage	\$ 101,310	\$ 99,284	\$ 96,245
Cyber Liability Coverage	Included with Liability Coverage	Included with Liability Coverage	Included with Liability Coverage
Property Coverage	\$ 59,064	\$ 57,883	\$ 56,111
Workers' Compensation Coverage	\$ 40,502	\$ 39,692	\$ 38,477
Crime Coverage (requires participation in Property Program)	\$ 1,200	\$ 1,200	\$ 1,200

SUBJECTIVITIES:

1. Participation requires an initial three-year commitment;
2. ACWA JPIA Executive Committee approval;
3. Board resolution to join JPIA programs;
4. Application to State Dept. of Industrial Relations for a Certificate of Consent to Self-Insure.



DATE: May 6, 2021

TO: Board of Directors Workshop - Resources

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

SUBJECT: Consider Agreement for Recharge in San Bernardino County Flood Control Facilities

This item was presented at the April 13, 2021 Board of Directors Workshop – Engineering. Those Board members in attendance had a variety of questions about the agreement and asked that it be scheduled for another workshop to continue the discussion. Staff has developed a list of the questions raised by the Board and has begun to prepare responses (see attached).

This proposed agreement with San Bernardino County Flood Control District (Flood Control) would generally provide the procedures and requirements for Valley District’s continued use of Flood Control detention basins in the San Bernardino and Yucaipa Groundwater Basins for groundwater recharge (Flood Control has requested a separate agreement for the Rialto-Colton Basin) as an alternative to Valley District constructing its own separate recharge basins. Under the proposed Agreement, Flood Control would charge Valley District a new “lease” type fee of \$20 for every acre-foot of State Water Project (SWP) water recharged in Flood Control facilities. Staff has determined that this fee is essentially equivalent to the annual lease payment that Valley District makes to the San Bernardino Valley Water Conservation District (Conservation District) for the use of their recharge basins. The costs paid to Flood Control by Valley District under this agreement would likely be passed onto those who purchased the SWP water for recharge. Recharge amounts under this agreement would range from 0 to about 44,000 acre-feet (about \$874,000 in “lease” fee). This agreement has been reviewed by special legal counsel Meredith Nickel of Downey Brand and approved, as to form.

Background:

Flood Control owns a series of detention basins, drainage channels, and associated facilities in the San Bernardino and Yucaipa Basins that are used to control the flow of water from rain

events that could cause flooding. When these facilities are not needed for flood control, they can also be used for groundwater recharge. Since 1972, Flood Control has been allowing Valley District to recharge water in their facilities, at Valley District's expense. Use of Flood Control facilities saves Valley District money by eliminating the need to construct duplicate facilities. Utilization of Flood Control facilities for recharge is also one of the goals of the *Upper Santa Ana River Watershed Integrated Regional Watershed Management Plan* which was adopted by both Valley District and San Bernardino County (County).

Flood Control desires to replace the 1972 agreement with Valley District because it does not comply with the current San Bernardino County Board of Supervisor's policy against "evergreen" agreements. Flood Control also intends for this agreement to be a "standard" template that will form the basis of similar agreements with other agencies that utilize its facilities throughout the County. In addition to the 1972 agreement, Flood Control and Valley District also entered into a ten-year Planning Memorandum of Understanding in 2013 which will also be replaced by this Agreement.

The Agreement does not provide "blanket" approval for Valley District's use of Flood Control facilities but, instead, outlines the general procedures and requirements for use. Valley District also needs to obtain a permit(s) from Flood Control to regularly clean and maintain the Flood Control detention basins it uses for recharge. The Agreement also states the desire of both parties to develop a permanent easement for a portion of Valley District's Foothill Pipeline which was inadvertently never converted from the temporary construction easement and encroachment permit granted at the time of construction.

The costs paid by Valley District in the new Agreement are different than the 1972 Agreement. Under the 1972 Agreement, Valley District reimbursed Flood Control for its actual costs associated with Valley District's use of Flood Control facilities. In the Agreement, Valley District will continue to reimburse Flood Control for its actual costs and will also pay Flood Control a "lease" type payment of \$20 per acre-foot for all SWP water recharged. This charge will not apply to the recharge of local water under the Active Recharge Project since Flood Control's secondary mission (Cal. Water Code App. § 43-1 et seq.) is water conservation and recharge. Staff has compared this proposed charge to the annual lease payment Valley District pays Conservation District for the use of their recharge basins and they are essentially equivalent.

Fiscal Impact:

Under the Agreement, Valley District would be charged to reimburse Flood Control for any costs they incur to recharge SWP water for Valley District and will also be charged \$20 per acre-foot for all SWP water recharged. Valley District can choose to pass the costs under this agreement through to those who purchased the SWP water for recharge.

Staff Recommendation:

Provide feedback and direction to staff regarding next steps on this proposed agreement

Attachments:

1. Draft responses to questions raised by the Board of Directors
2. Groundwater Recharge Facilities Agreement by and Between the San Bernardino County Flood Control District and San Bernardino Valley Municipal Water District
3. Planning Memorandum of Understanding San Bernardino County Flood Control District (FCD) and San Bernardino Valley Municipal Water District (Valley District)
4. Letter of support from the Advisory Commission on Water Policy

DATE: May ____, 2021

DRAFT

TO: Board of Directors

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

SUBJECT: Answers to the Board of Directors Questions on the Proposed Master Recharge Agreement with San Bernardino County Flood Control District

Question	Response	Action
How does the proposed \$20 per acre-foot fee for recharge of State Water Project (SWP) water compare to the fee Flood Control charges other Regional water agencies in San Bernardino county? Are any of the other regional water agencies paying to recharge recycled water?	Flood Control to provide a response	
Do we pay the \$20 per acre foot for any other source of water besides SWP water?	Yes, the \$20/AF fee applies to any source of water other than stormwater (VI.A.)	
How does Flood Control justify the need for the \$20/acre-foot fee?	Flood Control to provide a response	
The constituents, or people, that paid to build the Flood Control facilities are the same people that will benefit from the recharge. Why do the people have to pay a \$20/acre-foot fee to use the facilities they already paid to build for a complimentary, beneficial activity that is also part of Flood Control's mission?	Flood Control to provide a response	

Since water recharge is part of Flood Control's mission, why does Valley District have to pay a \$20/acre-foot fee to help Flood Control achieve its mission?	Flood Control to provide a response	
The agreement should explain that Flood Control and Valley District share the same constituents, there is overlap of the two service areas.	Point noted	Staff will incorporate into the agreement
Please provide an estimate of the costs that would be paid to Flood Control over the next 20 years?	Lease fee (Adekunle/me) Maintenance/Permits (Wen)	
How much will Valley District spend on this agreement over the next 20 years?	Assuming the Board will choose to pass these costs through to the agency(s) that purchases the recharge water, Valley District's costs are expected to be minimal	
Can Valley District apply the \$20/AF fee toward any Flood Control permit fees charged to Valley District?	Not per the terms in the draft agreement	
How much have we paid Flood Control for permits, maintenance and any other costs for the Cactus Basins?	Cindy	
How much are we spending on Flood Control permits for any of the basins in the proposed agreement? Maintenance costs?	Cindy	
How do the terms of this proposed agreement compare with the terms of other similar agreements Flood Control has with other regional water agencies?	Flood Control to provide a response	

<p>What other water sources are listed in the agreement? Are there any other water sources we should include?</p>	<p>The agreement includes State Water Project water, recycled/reclaimed water, and any other water supply (III.G). Staff cannot think of any additional sources of water to add to the agreement, at this time.</p>	
<p>How much water did we recharge in flood control facilities last year?</p>	<p>Last year (2020) was dry so there was very little recharge. From 2012 to 2019 nearly 140,000 AF was recharged, or about 17,500 AF per year.</p>	
<p>Once Flood Control approves a Valley District recharge project, can Flood Control prevent Valley District from recharging water (Flood Control veto powers)?</p>	<p>Flood Control has the ability to reduce, suspend or terminate recharge activities whenever Flood Control's Chief Flood Control Engineer determines recharge is incompatible with flood control efforts (V.C., IX.K.).</p>	
<p>Are there any specified time limits for Flood Control's review of a recharge project proposal? Any other provisions that help keep projects moving along?</p>	<p>Flood Control agrees to "...allocate sufficient staff time and resources to evaluate..." recharge projects (V.D.). Flood Control agrees that their review and approval will not be "unreasonably withheld or delayed" (X.A. and B).</p>	

<p>Are there any provisions to help assure Flood Control's cooperation with our water recharge projects? What happens if they do not cooperate?</p>	<p>The agreement mentions the history of cooperation in the recitals. The overall intent of the agreement is to express Flood Control's willingness to cooperate with Valley District's recharge activities in Flood Control facilities. If there are disagreements, there is a dispute resolution process that focuses, first, on trying to resolve disputes amicably before moving to mediation, if necessary (XIV).</p>	
<p>Where was the Sycamore basin from the 1972 agreement located? Why is it not in the current agreement?</p>	<p>The Sycamore Basins are located just east of the Badger Basins and have never been used for recharge by Valley District, of which staff is aware. That said, staff believes that we could deliver water to the Sycamore Basins via the Badger Basins. To preserve the possibility of using these basins for recharge, staff recommends adding them to the agreement.</p>	<p>Add the Sycamore Basins to the list of possible recharge facilities in Section III.A. of the agreement.</p>
<p>Was the Rialto/Colton Basin in the 1972 agreement?</p>	<p>No, the Rialto-Colton Basin was not included in the 1972 Agreement</p>	

Why are the Cactus Basins no included in this agreement?	Flood Control to provide a response	
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**GROUNDWATER RECHARGE FACILITIES AGREEMENT BY AND BETWEEN
THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

This Groundwater Recharge Facilities Agreement (“**Agreement**”) is entered into and effective as of the 1st day of June, 2021 (“**Effective Date**”), by and between the San Bernardino County Flood Control District (“**District**”) and San Bernardino Valley Municipal Water District (“**Recharger**”). The District and Recharger may be referred to herein individually as a “**Party**” or together as the “**Parties.**”

RECITALS

WHEREAS, the District owns a series of flood control detention basins (detention basins) drainage channels, and associated appurtenances located within its service area that are used to temporarily detain water from rain events that could cause flooding; and

WHEREAS, said detention basins, drainage channels, and associated appurtenances can also be used, when they are not needed for flood control, for groundwater recharge; and

WHEREAS, Recharger estimates that its ratepayers will, over the period from 1960 to 2085, have invested over \$1 billion on the State Water Project, Foothill Pipeline and other facilities to convey supplemental water for direct delivery and for recharge in various basins that benefit the San Bernardino Basin, which is the largest groundwater basin in the Recharger’s service area able to store up to 5.7 million acre-feet of water; and

WHEREAS, the use of the Foothill Pipeline, as well as other facilities owned or operated by Recharger for the purpose of groundwater recharge, is of benefit to Recharger’s customers who reside in the San Bernardino Valley and within the District’s Zones 2 and 3; and

WHEREAS, District and Recharger have a long history of cooperation dating back to an agreement dated September 25, 1972, (“**1972 Agreement**”), whereby District allowed Recharger to use said detention basins for groundwater recharge and provided Recharger with easements; and

WHEREAS, District provided Recharger with a temporary construction easement and encroachment permit for a portion of Recharger's Foothill Pipeline which was inadvertently not granted to Recharger as an easement; and

WHEREAS, for approximately fifty (50) years, the Parties have worked cooperatively to utilize District's flood control basins for groundwater recharge when such basins are not otherwise required for flood control purposes and when the use of such basins does not otherwise compromise the District's primary mission of protecting life and property from the significant risks posed by flooding; and

WHEREAS, during this 50 year period, Recharger has paid District for water recharge in District's basins; and

WHEREAS, the 1972 Agreement is superseded and replaced by this Agreement; and

WHEREAS, the Recharger has obtained a permit application to regularly clear and maintain the Waterman Detention Basins; and

WHEREAS, Recharger desires to construct certain recharge improvements, as approved by District ("**Recharger Improvements**"), to increase recharge of the underground aquifer(s) by spreading water, as defined in Section III.G below ("**Water**"), onto property owned by the District and into the recharge area ("**Recharge Area**") located in the District's flood control facilities ("**District Facilities**"); and

WHEREAS, District and Recharger are both signatories to the Upper Santa Ana River Watershed Integrated Regional Watershed Management Plan which establishes goals and objectives for water management, including groundwater recharge in various locations which include District detention basins; and

WHEREAS, the increased recharge that Recharger desires will help meet current and future demands for water among its constituents; and

WHEREAS, water conservation and recharge are part of the District's secondary missions, as set forth in the San Bernardino County Flood Control District Act (Cal. Water Code App. § 43-1 et seq.); and

WHEREAS, the District has determined that the recharge contemplated under this Agreement is consistent with its secondary missions; and

WHEREAS, the proposed Water recharge, as set forth in this Agreement, has been determined by the District not to interfere with District's primary statutory objectives and purposes to provide for the control of flood and storm waters and to safeguard the safety of public health and property; and

WHEREAS, in 2013, the Parties entered into a ten year Planning Memorandum of Understanding (Agreement No. 13-608; the "2013 Agreement") to outline the cooperative manner in which the Parties shall work together to identify and analyze the suitability of District facilities for recharge purposes; and

WHEREAS, the 2013 Agreement expires in 2023 and the Parties wish to terminate and supersede the 2013 Agreement with this Agreement; and

WHEREAS, the Parties now wish to enter into this Agreement to allow Recharger non-exclusive access to develop, construct, operate, and maintain the Recharger Improvements necessary to transport, discharge, spread, and store Water in the Recharge Area as described herein and as permitted by the District; and

WHEREAS, as provided herein, this Agreement does not authorize nor guarantee any specific project and the Parties will comply with the California Environmental Quality Act (Cal. Public Resources Code § 21000 et seq.) ("CEQA") prior to approving any specific project.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

I. Prior Agreements

This Agreement supersedes the 1972 Agreement and the 2013 Agreement between the Parties. The 1972 Agreement and the 2013 Agreement shall be mutually terminated as of the Effective Date of this Agreement. The easements granted under the 1972 Agreement are attached hereto as Exhibits A, B, D and E to Attachment 1. The District-granted easements generally authorize Recharger to construct and operate (i) water transmission and related facilities, and (ii) power recovery or dissipation facilities and related facilities over the named assessor parcels.

In 1972, District provided Recharger with a temporary construction easement and encroachment permit for a portion of Recharger's Foothill Pipeline which was inadvertently not granted to Recharger as a permanent easement. District and Recharger agree to work together on a permanent easement. Additionally, in 1972, the Parties entered into a Common Use Agreement (CUA), attached hereto as Exhibit C to Attachment 1, which references the 1972 Agreement in Section 2 of the CUA. The Parties hereby amend Section 2 of the CUA to delete the reference to the 1972 Agreement and replace the reference to this Agreement.

II. Recitals.

The above recitals are hereby incorporated into this Agreement as if fully set forth herein.

III. Definitions.

As used herein, the following terms are defined as follows.

- A. District Facilities.** A portion of the District-owned real and personal property, which includes, but is not limited to, roads, rights of way, storm water detention basins, channels, pipelines, turn-outs, gate valves, fencing, pipes, and other improvements and equipment in the vicinity of the following facilities:
1. Sweetwater Basins
 2. Badger Basins
 3. Waterman Basins
 4. East Twin Basins
 5. Oak Glen Basins
 6. Wildwood Basins
 7. Wilson Basins
- B. Existing Recharge Improvements.** Any recharge improvements existing in the Recharge Area at the time of the execution of this Agreement, which, are described in Attachment 2 attached hereto and incorporated by this reference.
- C. Encroachment Permit(s).** Any Encroachment Permit(s) issued by the District to the Recharger in relation to this Agreement, as may be amended from time to time.

- D. **Operations Plan**. That certain document, as may be amended from time to time, which details the operational standards and requirements for Recharger’s day-to-day operation of the Recharger Improvements and Recharger’s Water spreading and recharge activities at the Recharge Area and District Facilities pursuant to the terms of this Agreement.
- E. **Recharge Area**. That area located within the District Facilities into which Water may be spread by Recharger, as described in Attachment 3 attached hereto.
- F. **Recharger Improvements**. Any equipment and/or appurtenances Recharger constructs, places, and/or installs within the Recharge Area or District Facilities pursuant to this Agreement, subject to first obtaining any necessary Encroachments Permits from the District.
- G. **Water**. State Water Project Water, recycled/reclaimed water, and any other water supply that is not local stormwater.
- H. **Water Spreading Fee**. The amount to be paid by Recharger for the Water spreading and recharge activities contemplated by this Agreement as set forth in Section VI.A below.

IV. Term.

- A. This Agreement shall become effective on June 1, 2021 and shall have an initial term of twenty (20) years (“**Initial Term**”), with six (6) options to extend the term by five (5) years each pursuant to the mutual written agreement of the Parties. This Agreement shall automatically terminate without further action of either of the Parties at the end of the Initial Term and any agreed-upon extension terms, unless notice to extend is provided pursuant to subsection (B) below.
- B. The Parties shall meet no later than two years before the end of the Initial Term of this Agreement to determine whether they wish to exercise the option to extend the Initial Term. If the Parties wish to continue this Agreement, they shall amend this Agreement no later than one year before the end of the Initial Term of this Agreement. The Parties shall, similarly, meet no later than one year before the end of each subsequent extension term of this Agreement to determine whether they wish to extend this Agreement for an additional

5 years. If the Parties wish to continue this Agreement, they shall amend this Agreement no later than six months before the end of the then-current extension term.

C. In the event that the Parties fail to timely meet to determine whether to continue this Agreement and if both Parties nonetheless wish to continue this Agreement, the Parties may agree in writing to a one year holdover period during which time they shall meet to amend this Agreement. Neither Party shall contend that the Agreement has terminated until the end of that one-year holdover period, at which time the Agreement shall automatically terminate unless the Parties execute an amendment to extend the Initial Term to this Agreement.

V. Flood Control Priority.

A. **Priorities.** Recharger's access to and use of the Recharge Area and the District Facilities for Water spreading and recharge purposes is, and shall be subordinate to, the basic flood control purposes of the District Facilities, and Recharger's access to and use of the Recharge Area and the District Facilities shall in no way conflict with the District's flood control activities.

B. **District Control.** To protect property and public safety and to maintain the full flood control capacity of District Facilities, the District shall have sole authority to: (1) determine when the Recharge Area is available for recharge of Water; (2) release water, including the Water; and (3) order the reduction, suspension, or cessation of the delivery of the Water.

C. **District Authority to Reduce, Suspend or Terminate Recharge.** The District is entitled to, at any time, order Recharger to reduce, suspend or terminate its Water spreading and/or recharge activities upon a determination by the District's Chief Flood Control Engineer or his or her designee that Recharger's Water spreading and recharge activities are incompatible with the District's flood control efforts. Upon such a determination, the District shall provide notice to Recharger advising of the conflict and, if applicable, any steps Recharger must take to cure the conflict and the deadline by which to do so. Should

the District direct Recharger to immediately reduce, suspend or terminate its Water spreading and recharge activities, Recharger shall immediately comply.

D. General Planning Efforts.

1. Once a specific plan is initiated by Recharger for the specific use of a particular flood control facility, the Parties agree to allocate sufficient staff time and resources to evaluate the joint use/operation of that existing facility for adequate flood control purposes in conjunction with water replenishment. Recharger shall provide to the District all of the details associated with the proposed use for each District facility including, but not limited to, any proposed improvements and a proposed operational plan for each District facility. This information will also include the amounts of estimated Recharge for both native stormwater and State Water Project water (if any), or other sources of water for each facility, and quality of such water.
2. The joint evaluation may consider replenishment with both native water and water from the State Water Project or other sources and shall also consider the potential effects of groundwater replenishment to the environment, including, but not limited to, an evaluation of whether such activities will introduce water quality pollutants or mobilize existing groundwater contamination, or will cause land subsidence, liquefaction, or seepage to low lying lands in any basin to be impacted by the replenishment activities of Recharger. The Parties acknowledge that Recharger will be the agency primarily leading this evaluation as it has experience concerning groundwater storage and the quality of waters from sources such as the State Water Project. The District will independently review Recharger's evaluation.

VI. Costs.

- A. **Water Spreading Fee.** Recharger shall pay Twenty dollars (\$ 20.00) per acre-foot of Water discharged into the Recharge Area to District for the use of the Recharge Area as provided pursuant to the terms of this Agreement. The Water Spreading Fee shall be paid annually no later than August 30 of each year and shall be accompanied by the discharge

records required to be submitted pursuant to Section IX.B. The Water Spreading Fee shall apply to imported or recycled/reclaimed water or other water sources defined in Section III.G above. Stormwater recharged in District Facilities shall not be subject to this fee.

B. District Costs. Recharger shall reimburse the District for any and all of the following expenses incurred for work performed by the District or its agent, whether at the Recharger's request or at the District's discretion, as provided herein, and for all other expenses incurred by the District that are directly or indirectly associated with the Water spreading and recharge activities by Recharger in the Recharge Area, within thirty (30) days of receipt of an invoice therefor:

1. Labor costs and labor-related costs to District due to the spreading of Water, which shall be based upon the salary listed in the applicable Memorandum of Understanding between the County of San Bernardino ("**County**") and the Employee's Association(s)/Union(s);
2. Any increase in any regulatory costs incurred by the District resulting from Water spreading, recharge, or any other activities pursuant to this Agreement that are not otherwise identified in Section VI.C, below;
3. Actual cost (if any) to the District for materials, equipment, and labor used in additional work attributable to the spreading of Water;
4. Actual cost (if any) to the District for materials, equipment, and labor used to maintain the Recharge Area and/or Recharge Improvements;
5. Increased operation and maintenance costs; and
6. An overhead charge at the District's overhead rate, in accordance with the County's then-current Indirect Cost Rate Proposal, will be added to the costs identified in Section VI.B.1-4 above to cover general and administrative overhead costs.
7. District shall use its best efforts to invoice Recharger for District Costs on a quarterly basis within a reasonable time of incurring said costs.

C. **Regulatory and Other Costs.** Recharger shall be solely responsible for any and all costs associated with its Water spreading and recharge activities pursuant to this Agreement, which includes all regulatory costs associated with Recharger's responsibilities under Section IX herein, as well as any and all other costs associated with the handling, delivery, transport, spreading and/or conserving of Water to and in the Recharge Area. Such costs may include, but are not limited to, regulatory permitting costs, compliance costs, and enforcement costs.

VII. **Mutual, Non-Exclusive Use of the Recharge Area.**

A. **Non-Exclusive Use.** Recharger and District understands and consents to Recharger's non-exclusive use of the Recharge Area and District Facilities for Water spreading and recharge purposes. Consistent with the priority to be given to flood control purposes as set forth in Section V.A, the Parties shall attempt to operate and maintain their facilities in such a manner and at such time so as not to unreasonably interfere with the uses of the other. The District and the Recharger agree that, in the event that any third party wishes to construct or operate recharge facilities in the Recharge Area, such use will be the subject of a multi-party agreement among the District, the Recharger and such third party(ies). Among other things, Recharger and District understands and consents to: (1) the presence and/or placement of any District Facilities and/or any Existing Recharge Improvements; (2) the District (which shall include without limitation its officers, employees, representatives, agents, contractors, and/or vendors) having access to the Recharge Area and District Facilities for flood control, water spreading, and other purposes; and (3) the owners/operators of any Existing Recharge Improvements (which shall include without limitation their officers, employees, representatives, agents, contractors, and/or vendors) having access to the Recharge Area and District Facilities for flood control, water spreading, and other purposes.

B. **Cooperation Regarding Regulatory Permits and Easements.** The Parties agree to cooperate to obtain any necessary regulatory permits and/or easements to facilitate the construction, operation, and maintenance of the Recharger Improvements. The costs for

obtaining any such permits or easements shall be the sole responsibility of Recharger as set forth in Section VI herein. The Parties agree to cooperate in the shared use of regulatory permits for the mutual benefit of the Parties, to the extent possible, and without cost to each other.

- C. **Recharge Improvements.** Recharger constructed, operates, and maintains the Existing Recharge Improvements within the Recharge Area, as designated on Attachment 3. Recharger shall design, construct, improve, and maintain its Recharge Improvements so as to not conflict with or damage the Existing Recharge Improvements. To the extent that Recharger damages the Existing Recharge Improvements due to its activities under this Agreement or otherwise, Recharger shall be solely liable and responsible for such repair costs regardless of District's approval of any such designs and/or activities. In the event that it becomes necessary to fence the Recharge Areas, Recharger shall be responsible for paying the cost of such fencing and shall coordinate with District to ensure that such fencing permits District access.
- D. **No Known Present Conflict.** As of the Effective Date of this Agreement, the Parties do not anticipate that Recharger's activities will conflict with District's flood control activities or the operation of any Existing Recharge Improvements, if any.
- E. **Other Water Agencies.** Recharger may enter into separate agreements with other water agencies under which such agencies shall utilize the Recharge Improvements for recharge into the Recharge Area within the District Facilities. District shall not be a party to such agreements and shall not be liable to any third parties, such as the water agencies, in the event that the District exercises its options to reduce, suspend, or terminate under this Agreement.

VIII. District Responsibilities.

- A. Notice of Reduction, Suspension, or Termination of Activities.** District shall notify Recharger, in accordance with Section V herein, any time it is necessary to reduce, suspend, or terminate Recharger's Water spreading, recharge, or other activities in the Recharge Area.
- B. Maintenance of Records and Reporting Costs.** District shall maintain records of labor, equipment, and materials expended by District on behalf of Recharger for any activities other than routine management of the District Facilities. District shall submit invoices and/or any receipts for reimbursement to Recharger and maintain such records for two (2) years. District shall make such records available to Recharger (or copies thereof) upon request.
- C. Joint Inspections.** At District's sole discretion, District may schedule periodic inspections with Recharger of the District Facilities, Recharger Improvements, Existing Recharge Improvements (if any), and related property(ies) to assess and determine whether any such facilities, improvements, or other related property(ies) are maintained in good working order or if they have suffered any damage or degradation as a result of activities related to this Agreement or otherwise. The frequency, scope and timing of these joint inspections shall be established in the Operations Plan described in Section X.C below. The District and Recharger agree that they shall use their best efforts to complete and approve the Operations Plan within a reasonable time following the Effective Date of this Agreement.
- D. Maintenance and Repairs.** Following any joint inspections or District otherwise reasonably determines that any maintenance or repairs are necessary, District shall provide written notice to Recharger identifying, and directing Recharger to complete, any necessary maintenance or repairs that the District has reasonably determined to be directly or indirectly associated with water spreading and recharge activities by Recharger in the Recharge Area. District shall include in the notice a reasonable deadline by which Recharger must complete such maintenance or repairs. If Recharger fails to complete the

recharge-associated maintenance or repairs by the noticed deadline, District will meet and confer with Recharger to determine whether there should be a change in the deadline. If Recharger fails to adequately complete such recharge-associated maintenance or repairs by the deadline provided or otherwise agreed upon, District may, at its sole discretion, complete or arrange for the completion of any identified maintenance and repairs and invoice Recharger for any costs incurred, as provided in Section VI.B herein. Nothing herein shall obligate Recharger to complete any maintenance or repairs or pay District for costs of any maintenance or repairs that is not directly or indirectly associated with water spreading and recharge activities by Recharger in the Recharge Area.

E. Emergency Contacts. District shall provide Recharger with names and phone numbers of District emergency contact personnel titled “Emergency Contact Personnel.” District shall provide a revised list of emergency contact personnel within thirty (30) days of any changes to the contacts identified on its Emergency Contact Personnel list.

IX. Recharger Responsibilities.

A. Encroachment Permit(s). Recharger is responsible to obtain from the District all Encroachment Permits required by the District to access the Recharge Area and to construct, install, supervise, operate, and maintain the Recharger Improvements and any future improvements developed pursuant to this Agreement. The District will use its best efforts to issue such Encroachment Permits to Recharger within a timely manner following Recharger’s application for such permit. All District permit fees and costs shall be separate and shall not be deemed to be included as a part of the Water Spreading Fee in Section III.H.

B. Discharge Records. Recharger shall maintain a detailed monthly record of the amount of Water discharged into the Recharge Area. Recharger shall submit the detailed monthly report to District on a monthly basis. Recharger shall also submit, along with the Water Spreading Fee pursuant to Section III.H, an annual summary report, detailing the monthly and annual totals of the Water it discharged into the Recharge Area. The District may revise

the frequency of reporting by providing written notice to Recharger. Recharger may provide this report to the District electronically.

C. Water Monitoring and Records. Recharger shall comply with all federal, state, and local water monitoring requirements, and all water monitoring requirements pursuant to any permits, authorizations, and/or approvals related to Recharger's Water spreading and recharge activities pursuant to this Agreement. Recharger shall maintain copies of any such water level measurements and any water quality sample results for five (5) years for District purposes and shall provide copies to District upon request.

D. Water Rights. Before engaging in any recharging and/or water spreading operations at the Recharge Area, Recharger shall ensure that it holds all water rights necessary to convey the Water into underground storage and/or for subsequent use.

E. Comply with All Regulatory Requirements for Discharge.

1. Ensure Compliance. Recharger shall ensure that all discharges into the Recharge Area shall meet any and all applicable federal, state, local and any other requirements including, but not limited to: water quality standards, including, but not limited to, the Porter-Cologne Water Quality Control Act (Cal. Water Code § 13000 et seq.) and any and all permits, plans, policies, waste discharge requirements, National Pollution Discharge Elimination System permits under the federal Clean Water Act (33 U.S.C. § 1251 et seq.) developed and implemented by the State Water Resources Control Board (Cal. Water Code §§ 13263 and 13377), the applicable Regional Water Quality Control Boards, and California Department of Public Health.

2. Maintain and Provide District Copies. Recharger shall maintain copies of all such permits, authorizations, and/or approvals and shall, within fifteen (15) days of receipt thereof, provide copies of all such permits, authorizations, and/or approvals to District.

F. Comply with All Other Regulatory Requirements.

1. Ensure Compliance. Recharger shall be responsible to obtain any and all legally required permits, authorizations, and/or approvals as may be necessary or required by

any local, state, or federal agencies for Recharger's development and/or use of any facilities or other activities related to the handling, delivery, discharge, and spreading or conserving of Water to and/or in the Recharge Area and/or the extraction of Water from the Recharge Area, and shall otherwise ensure compliance with any and all local, state, and federal regulatory requirements, including, but not limited to, CEQA. Recharger shall be the CEQA lead agency.

2. **Maintain and Provide District Copies.** Recharger shall maintain copies of all such permits, authorizations, and/or approvals and shall, within fifteen (15) days of receipt thereof, provide copies of all such permits, authorizations, and/or approvals to District.
- G. **Notice of Exceedance.** Recharger shall immediately notify District of any water monitoring results that indicate the presence of any contaminant(s) in an amount that exceeds any limitation set forth for such contaminant(s), whether by federal, state, or local laws or regulations or by any permit, authorization, and/or approval related to Recharger's Water spreading and recharge activities pursuant to this Agreement.
- H. **Approvals from Other Property Owners.** Recharger shall procure and maintain records of any necessary and applicable approvals from other property owners for the delivery, discharge, and spreading facilities and appurtenances for the Water spreading operation in the Recharge Area.
- I. **Control of Recharger Improvements.** Recharger is solely responsible for all operation and control of Recharger's Water delivery, discharge, and spreading equipment and appurtenances.
- J. **Turnout Structures.** Recharger shall be responsible for the supply of Water at the outlet of the turnout structures.
- K. **Reduction, Suspension, or Termination of Activities.** Recharger shall immediately reduce, suspend, and/or terminate use of the Recharger Improvements and/or reduce, suspend, and/or terminate Water spreading, recharge, and any other activities at the Recharge Area upon notice to do so from District pursuant to Sections V and VIII.A herein.

- L. Automated Control.** Recharger shall provide and maintain an automated system to interrupt Water spreading and recharge activities to accommodate emergency conditions and/or District's operation and maintenance of the Recharge Area.
- M. Maintenance of Facilities.** Recharger is solely responsible for maintaining in good working order its Recharger Improvements, including, but not limited to, all Water delivery, discharge, and spreading appurtenances.
- N. Maintenance of Recharge Area.** Recharger is solely responsible for maintaining the Recharge Area, including, but not limited to: controlling any and all vectors and vegetation that may occur either directly or indirectly due to Recharger's Water spreading operation in the Recharge Area, including any downstream impacts; scarification of the Recharge Area; removal of trash and other debris from the Recharge Area; and maintaining fencing or other structures in good repair.
- O. Maintenance of District Facilities.** Recharger shall be solely responsible for the cost of any necessary repairs to restore to prior condition any District Facilities, utilities, roads, and/or other improvements damaged by, or as a result of, Recharger's activities under this Agreement, reasonable wear and tear excluded.
- P. Security of Recharge Area.** Recharger shall patrol and maintain surveillance of all areas directly affected by the spreading of Water to deter trespass, per the Operations Plan. Records of surveillance shall be kept by Recharger and made available to District upon request, per the Operations Plan.
- Q. Participation in Joint Inspections.** Recharger shall participate in joint inspections scheduled by District, at its sole discretion, per the Operations Plan, of District Facilities, Recharger Improvements, Existing Recharge Improvements (if any), and related property(ies) to assess and determine whether any such facilities, improvements, or other related property(ies) are maintained in good working order or if they have suffered any damage or degradation as a result of activities related to this Agreement or otherwise.

R. Complete Maintenance and Repairs Directed by District. Following any joint inspections, should District provide written notice to Recharger directing Recharger to complete any necessary maintenance or repairs, Recharger shall complete such maintenance or repairs within the timeline(s) established in the Operations Plan.

S. Emergency Contacts. Recharger shall, prior to exercising any of its rights under this Agreement, provide in writing to District the names and phone numbers of Recharger emergency contact personnel. Recharger shall provide a revised list of emergency contact personnel within thirty (30) days of any changes to the contacts identified on its Emergency Contact Personnel list.

T. Termination of Facility Use. Recharger may, at any time, terminate the use of any facility identified in Section 3.A above by providing District with thirty (30) days' written notice of such termination.

X. Recharger Improvements.

A. Approvals. Recharger shall submit plans to District through the Encroachment Permit process for District's review and approval, which will not be unreasonably withheld or delayed, detailing any improvements Recharger seeks to construct and/or install within the Recharge Area.

B. Contracting for Recharger Improvements. With District's written concurrence, which concurrence shall not be unreasonably withheld, delayed or conditioned, Recharger may contract with any other public or private entity or entities to provide said improvements. Any and all procurement of labor, equipment, materials, and services necessary to carry out construction of improvements shall be in accordance with the applicable bidding and procurement procedures and policies of Recharger and shall comply with all applicable provisions of state law, including but not limited to, the California Labor Code, California Public Contract Code, and the California Civil Code. Recharger shall ensure that District and County are named third-party obligees in any payment and performance bonds obtained for the improvements and are named express third-party beneficiaries in any

construction contracts entered into for the improvements. When contracting with third parties for the construction of such improvements, Recharger shall defend, indemnify, and hold District and County free and harmless from all claims, damages, losses, or expenses arising out of the construction of said improvements in accordance with Section XII of this Agreement. Recharger shall add a staff gage at a location designated by District for use by the District in all District Facilities that Recharger is using for recharge.

C. Operations Plan. The operation of the Recharger Improvements shall be detailed in an Operations Plan submitted to District and approved by the Chief Flood Control Engineer or his or her designee. District may, from time to time at its sole discretion, amend the Operations Plan. Should District amend the Operations Plan, it shall provide Recharger notice of any such amendments per the deadline specified in the Operations Plan. Recharger shall comply with all operations and procedural requirements detailed in the Operations Plan. Should the Operations Plan conflict with this Agreement, this Agreement shall control. In the event that there is a disagreement between District and Recharger over the changes to the Operations Plan, the Parties will meet and confer in an effort to resolve the disagreement amicably.

D. Removal of Recharger Improvements. Upon termination of this Agreement or upon termination of the use of a Recharge Area as set forth in Section V.C, Recharger covenants and agrees to surrender and forfeit any rights it obtained pursuant to the terms of this Agreement and to deliver up the Recharge Area peaceably to District immediately upon any such termination. If Recharger shall remain in possession of said premises after any termination of this Agreement, Recharger shall be deemed guilty of an unlawful detention of the Recharge Area and shall be subject to eviction and removal, forcibly or otherwise, at any time thereafter, with or without process of law. In the event of the failure of Recharger to remove the Recharger Improvements and/or any other personal property, machinery or fixtures, if any, belonging to it from the Recharge Area or District Facilities and that interferes with the District's use of District Facilities within one hundred

twenty (120) days after termination of this Agreement, District may remove such personal property and place the same in storage at the expense of Recharger and without liability to District for loss thereof. Recharger agrees to pay District on demand all expenses incurred in such removal, including court costs, attorneys' fees (notwithstanding any provision to the contrary herein), and storage charges. District may also, without notice, sell all or any part of said personal property at public or private sale for such prices as District may obtain, and apply the proceeds of such sale upon any amounts due under this Agreement from Recharger and to any expenses incidental to the removal and sale of said personal property, with the surplus, if any, being refunded to Recharger. District may also retain possession and assume ownership of any Recharger Improvements not timely removed from the Recharge Area and/or District Facilities.

- E. Ownership of Improvements.** Except as set forth in Section X.D above, ownership of monitoring equipment and other improvements installed by Recharger under the terms of this Agreement will continue to vest with Recharger after termination of this Agreement.

XI. Damage to Other Facilities.

- A. Corrective Action.** Under no circumstances shall the use of District Facilities by Recharger result in damage or degradation to District Facilities, Existing Recharge Improvements (if any). In the event damage to or degradation of District Facilities and/or Existing Recharge Improvements is identified in the course of the Joint Inspections described in Sections VIII.C and IX.Q herein or otherwise, District shall determine, with input provided by Recharger, any corrective action required and provide written notice to Recharger detailing the corrective action required and the deadline by which such action must be completed. The procedures through which District may direct such corrective action will be included in the Operations Plan. Should Recharger fail to adequately complete such corrective action by the noticed deadline, District may, at its sole discretion, complete or arrange for the completion of any identified corrective action and invoice Recharger for any costs incurred, as provided in Section VI.B herein.

B. Emergency Corrective Action. At any point, should District discover that District Facilities have been damaged by Recharger and determine that emergency corrective repair work is required to safely capture and detain storm water runoff and/or to otherwise protect the public health and safety, District shall document the cause and extent of damage (e.g., through the use of photos, etc.) and shall proceed to make the necessary emergency corrective repairs. As soon as practicable following the discovery that such District Facilities require emergency corrective work, District shall inform Recharger of its decision to perform emergency corrective work and of its intent to invoice Recharger for the costs incurred, as provided in Section VI.B herein.

XII. Duty to Indemnify, Defend, Protect, and Hold Harmless.

A. Recharger's Duty. To the fullest extent permitted by law, Recharger shall indemnify, defend (at Recharger's sole cost and expense and with legal counsel approved by District, which approval shall not be unreasonably withheld), protect, and hold harmless District, County, and all of their respective authorized representatives, designees, officers, employees, consultants, agents, volunteers, successors, and assigns, (collectively, the "**Indemnified Parties**"), from and against any and all claims (including, without limitation, claims for bodily injury, death, or damage to property), demands, obligations, damages, actions, administrative actions, administrative orders, investigations, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs, and expenses (including, without limitation, attorneys' fees, disbursements, and court costs, and all other professional, expert, or consultants' fees and costs, and District's general and administrative expenses) of every kind and nature whatsoever (individually, a "**Claim**," collectively, "**Claims**") which may arise from or in any manner relate (directly or indirectly) to this Agreement (including, without limitation, a release or threatened release of any hazardous substance or hazardous waste into the environment, land subsidence, liquefaction, seepage to low lying lands, and introduction and/or mobilization of contamination or pollutants in groundwater) or Recharger's presence or activities

conducted in the Recharge Area (including, without limitation, the negligent and/or willful acts, errors, and/or omissions of Recharger, its principals, officers, agents, employees, vendors, suppliers, consultants, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them), regardless of any active or passive negligence or strict liability of an Indemnified Party. As used herein, the phrases “**contamination**,” “**pollutants**,” “**hazardous substance**,” and “**hazardous waste**” shall coincide with the broadest definition thereof contained in any present or future federal or state laws, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act 42 United States Code section 9601 et seq., as amended or superseded, and the regulations promulgated thereunder; the Resource Conservation and Recovery Act, 42 United States Code section 6901 et seq., as amended and superseded, and the regulations contained in title 40 of the Code of Federal Regulations parts 260-281; the Toxic Substances Control Act, 15 United States Code section 2601 et seq., and the regulations contained in title 40 of the Code of Federal Regulations parts 761-766; the California Porter-Cologne Water Quality Control Act of 1969, California Water Code section 13000 et seq., including all applicable regulations; California Health and Safety Code section 25117; California Public Resources Code section 40141; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code section 25300 et seq., and Titles 22 and 26 of the California Code of Regulations and other regulations promulgated thereunder; and radioactive materials which are source, special nuclear or byproduct material as defined by the Atomic Energy Act of 1954, 42 United States Code section 2011 et seq., and the regulations contained in title 10 of the Code of Federal Regulations part 40. Notwithstanding the foregoing, nothing herein shall be construed to require Recharger to indemnify the Indemnified Parties from any Claim arising from the sole or gross negligence, intentional acts, or willful misconduct of the Indemnified Parties with respect to the operation and maintenance of the District Facilities.

- B. Independent Duty to Defend.** The duty to defend hereunder is wholly independent of and separate from the duty to indemnify. Such defense obligation shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Recharger.
- C. Payment Not Condition Precedent.** Payment to Recharger by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder.
- D. Separate Liability/No Limitation.** Recharger's liability for indemnification hereunder is in addition to any liability Recharger may have to District for a breach by Recharger of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Recharger's indemnification obligation or other liability hereunder.
- E. Survival.** This provision shall survive the termination of any other agreement between Recharger and District. Recharger's obligations to indemnify and to defend Indemnified Parties pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement until such time as any action against the Indemnified Parties for such matter indemnified hereunder is fully and finally resolved or barred by the applicable statute of limitations or statute of repose.
- F. No Financial Limitation.** IT IS UNDERSTOOD AND AGREED THAT RECHARGER'S OBLIGATION TO INDEMNIFY PURSUANT TO THIS AGREEMENT IS **NOT** SUBJECT TO ANY MAXIMUM FINANCIAL LIMITATION.
- G. Exclusive Benefit.** The foregoing indemnity is for the exclusive benefit of the Indemnified Parties and in no event shall such indemnity inure to the benefit of any third party.

XIII. Insurance.

- A. Recharger's Obligation.** Without in any way affecting the indemnity herein provided and in addition thereto, Recharger shall secure and maintain throughout the term of the

Agreement, including any extensions of the term of the Agreement, the following types of insurance with limits as shown:

1. **Commercial/General Liability**. General Liability Insurance covering all operations performed by or on behalf of Recharger providing coverage for bodily injury and property damage with a combined single limit of Five Million Dollars (\$5,000,000), per occurrence. The policy coverage shall include: premises operations and mobile equipment; products and completed operations; broad form property damage (including completed operations); explosion, collapse, and underground hazards; personal injury; contractual liability; and pollution liability.
2. **Workers' Compensation**. A program of Worker's Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with One Million Dollars (\$1,000,000) limits, covering all persons providing services on behalf of Recharger and all risks to such persons under this Agreement.
3. **Automobile Insurance**. Comprehensive and collision automobile insurance for all owned, hired, and non-owned vehicles, which shall include combined single limits for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) per occurrence.
4. **Environmental Impairment Liability**. Liability insurance for environmental impairment including cleanup costs and endorsed for "Sudden and Accidental" contamination or pollution. Such coverage shall be in an amount and form to meet all applicable state and federal requirements but in no event less than Five Million Dollars (\$5,000,000) per occurrence, or Fifteen Million Dollars (\$15,000,000) aggregate limit.
5. **Self-Insurance**. Proof of self-insurance by Recharger may be used instead of policies, where approved by District, which approval shall not be unreasonably withheld, delayed or conditioned.

- B. Additional Named Insured.** All policies, except for the Workers' Compensation policy shall contain additional endorsements naming the Parties to this Agreement, the County, and each of their respective directors, managers, officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of this Agreement. Such additional insured coverage shall be at least as broad as Additional Insured Endorsement Form ISO, CG 20 37 04 13. The additional insured endorsements shall not limit the scope of coverage for District or County to vicarious liability but shall allow coverage for District and County to the full extent provided by the policy.
- C. Waiver of Subrogation Rights.** Recharger hereby waives all rights or subrogation against District and County that any insurer of Recharger may acquire from Recharger by payment of any loss. Recharger shall obtain any endorsement that may be necessary to effect this waiver of subrogation.
- D. Policies Primary and Non-Contributory.** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by District and/or County.
- E. Severability of Interests.** Recharger agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between Recharger and District or between Recharger and County or between District or County and any other insured or additional insured under the policy.
- F. Proof of Coverage.** Recharger shall immediately, and prior to exercising any of its rights under this Agreement, furnish certificates of insurance to District evidencing the insurance coverage required by this Agreement, including endorsements, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days' prior written notice to District, and Recharger shall maintain such insurance from the time Recharger commences performance of this Agreement until the expiration of any

applicable statute of limitations for filing a claim or lawsuit by a third party arising from Recharger's activities pursuant to this Agreement. Within sixty (60) days of the commencement of this Agreement, Recharger shall furnish certified copies of all policies and endorsements.

- G. Acceptability of Insurance Carrier.** Unless otherwise approved in writing by the County's Risk Manager, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII."
- H. Deductibles and Self-Insured Retentions.** Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved in writing by the County's Risk Manager.
- I. Subcontractor Insurance Requirements.** Recharger agrees to require all subcontractors, including architects or others it hires or contracts with related to the performance of this Agreement, to provide insurance covering the contracted operations with the same coverage and subject to the same insurance specifications set forth herein (including waiver of subrogation rights), including the requirement to name District and County and their representatives identified above as additional insureds. Recharger agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required by this Section.
- J. Insurance Review.** The above insurance requirements are subject to periodic review by the District and the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the District and the County. Following such a determination that a particular type of insurance coverage is unreasonably priced or unavailable, should the Risk Manager determine that such insurance coverage or coverage limits have become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of

insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the District and the County, inflation, or any other item reasonably related to the District and the County's risk.

K. Reduction or Waiver. Any such reduction or waiver for the entire term of this Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Recharger agrees to execute any such amendment within thirty (30) days of receipt.

XIV. Dispute Resolution.

The Parties recognize that there may be disputes regarding the obligations of the Parties or the interpretation of this Agreement during the term of this Agreement. The Parties agree that they will attempt to resolve disputes as follows:

A. Statement Describing Alleged Violation of Agreement. A Party alleging a violation of this Agreement (the "**Initiating Party**") shall provide a written statement describing all facts that it believes constitute a violation of this Agreement to the Party alleged to have violated the terms of this Agreement (the "**Responding Party**").

B. Response to Statement of Alleged Violation. The Responding Party shall have sixty days from the date of the written statement to prepare a written response to the allegation of a violation of this Agreement and serve that response on the Initiating Party or to cure the alleged violation to the reasonable satisfaction of the Initiating Party. The Initiating Party and the Responding Party shall then meet within thirty days of the date of the response to attempt to resolve the dispute amicably.

C. Mediation of Dispute. If the Initiating Party and the Responding Party cannot resolve the dispute within ninety days of the date of the written response, they shall engage a mediator, experienced in water-related disputes, to attempt to resolve the dispute. Each Party shall ensure that it is represented at the initial mediation by its General Manager (for the

Recharger) and its Chief Flood Control Engineer (for the District). If, after at least sixty days of good-faith mediation involving at least three sessions, the Parties have not reached agreement, then the mediation will continue with each Party being represented by a member of its governing board or their designee. These representatives of the Initiating Party and the Responding Party may consult with staff and/or technical consultants during the mediation and such staff and/or technical consultants may be present during the mediation. The costs of the mediator shall be divided evenly between the Initiating Party and the Responding Party.

D. Prior to Claims Under California Tort Claims Act. The Parties agree that the procedure described in this Section XIV. represents an effort to resolve disputes without the need for a formal claim under the California Tort Claims Act or other applicable law. The period of time for the presentation of a claim by one Party against another shall be tolled for the period from the date on which the Initiating Party file a written statement until the date upon which the mediator renders a decision.

E. Reservation of Rights. Nothing in this Section XIV shall require a Party to comply with a decision of the mediator and, after the completion of the mediation process described above, each Party shall retain and may exercise at any time all legal and equitable rights and remedies it may have to enforce the terms of this Agreement; provided, that prior to commencing litigation, a Party shall provide at least five calendar days' written notice of its intent to sue to the other Party.

XV. General Terms.

A. Entire Agreement. This Agreement contains the entire understanding between the Parties relating to the rights created herein. All prior or contemporaneous drafts, agreements, understandings, representations, statements, oral or written, are merged into this

Agreement and shall be of no further force or effect. Only a writing signed by the Parties may amend this Agreement.

- B. Neutral Interpretation.** The terms of this Agreement are contractual and the result of negotiations between the Parties, which were each represented by counsel throughout. Accordingly, any rule of construction of contracts that provides that ambiguities are to be construed against the drafting Party, including, without limitation, California Civil Code section 1654, shall not be employed in the interpretation of this Agreement.
- C. Headings.** The Section headings contained in this Agreement are for reference purposes only and are not intended to govern, limit, or aid the interpretation of this Agreement and shall not in any way affect the meaning of this Agreement.
- D. No Employment Relationship Created.** It is agreed that in the performance of the services by each Party to this Agreement, each Party and their officials, employees, and agents, shall act and be independent contractors of the other Party, and shall not become or act as an agent or employee of the other Party, and shall obtain no rights to any benefits which may accrue to employees of the other Party.
- E. Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of California.
- F. Venue.** Any action arising under, growing out of, or in any way related to this Agreement, shall be brought only in the Superior Court of the State of California, San Bernardino County, Central District, and each party hereto expressly waives its rights (whether arising by statute or otherwise) to cause any such action or proceeding to be brought elsewhere.
- G. Material Covenants.** The failure or refusal of one Party to perform a material covenant within a reasonable time shall relieve the other Party from any further performance under this Agreement with respect to that individual Party. Absent a material breach, the covenants contained in this Agreement shall continue in full force and effect.

H. **Waiver**. No waiver by either Party of any provision of this Agreement shall be deemed a waiver of any other provision of this Agreement or of any subsequent breach by the other Party of the same provision.

I. **Other Agreements**. No provision of this Agreement is intended to require, nor shall it be deemed to require, that the Parties enter into any agreements or obtain any approvals from any other agency or third party that would constitute a violation of, or prevent any of the Parties from complying with, any other separate agreement or permit in effect as of the Effective Date of this Agreement, or that would otherwise require District or Recharger to waive, compromise, or violate any of their respective statutory duties or responsibilities. No provision of this Agreement is intended to interfere with or in any way supersede any separate agreements between the Parties identified herein or between any of the Parties and third parties in existence as of the Effective Date of this Agreement. Each Party will notify the other Party should it enter into other agreements with third parties that might affect District Facilities and/or Recharger Improvements.

J. **Notices**. All notices, approvals, consents or other documents required or permitted under this Agreement shall be in writing and, except as otherwise provided herein, shall be effective upon personal delivery or three days after deposit in the United States mail, registered or certified, with first class postage fully prepaid, addresses as follows:

Notice to District
San Bernardino County Flood
Control District
825 East Third Street
San Bernardino, CA 92415-0835

Notice to Recharger
San Bernardino Valley
Municipal Water District
380 E. Vanderbilt Way
San Bernardino, CA 92408

K. **Successors and Assigns**. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.

L. **Severability**. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement

shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

M. Counterparts; Electronic Signatures. The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this Agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this Agreement. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

N. District Revenue. All of the District's revenues as defined below, have been pledged to secure the payment of the principal and interest on certain bonds and refunding bonds ("**Bonds**") issued by the District in May 2007. The pledge constitutes a first lien on the revenues for the payment of the Bonds. Any payments under this Agreement are subject to the prior pledge of revenues described above. District payments pursuant to this Agreement will be made to the extent there are sufficient funds available after payment of the Bonds. For purposes of this paragraph, "**revenues**" shall mean all income and revenue received by the District from the operation or ownership of the flood and storm water control and conservation facilities ("**Flood Control System**") of the District (including but not limited to, all real and personal property, or any interest therein, and all additions, improvements, betterments, and extensions thereto), determined in accordance with Generally Accepted Accounting Principles, including all ad valorem property taxes received by the District pursuant to Article XIII A of the Constitution of the State of California and California Revenue and Taxation Code section 95 et seq., all rents, royalties and license and permit fees and charges received by the District, investment income and all other money

howsoever derived by the District from the operation or ownership of the Flood Control System or arising from the Flood Control System, but excluding: (a) ad valorem property taxes levied to pay any voter approved general obligation indebtedness of the District; (b) assessments levied pursuant to section 43-7 or section 43-26.9 of the San Bernardino County Flood Control Act (Cal. Water Code App. § 43-1 et seq.); and (c) grants, advances or contributions in aid of construction, except to the extent such grants are unrestricted and available for any expenditure of the District.

O. Attorneys' Fees and Costs. If any legal action is instituted to enforce or declare any Party's rights hereunder, each Party, regardless of which Party is the prevailing party, must bear its own costs and reasonable attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees relating to the removal of improvements under Section X.D or directly arising from any third-party legal action against a party hereto and payable under Section XII herein relating to indemnification.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the San Bernardino County Flood Control District and Recharger have each caused this Agreement to be subscribed by its respective duly authorized officers on its behalf.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT


Curt Hagman, Chairman, Board of Supervisors

Date: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS

DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board

By _____
Deputy




By:  _____
(Authorized signature – sign in blue ink)

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

Title: _____
(Print or Type)

Date: _____

Address: _____

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by District
		
_____ Sophie A. Akins, Deputy County Counsel	_____ Andy Silao, Contracts	_____ Brendon Biggs, Chief Flood Control Engineer
Date _____	Date _____	Date _____

INDEX OF ATTACHMENTS AND EXHIBITS

ATTACHMENT 1 – EASEMENTS

Exhibit A

All of those portions designated as pipeline easements and described in that document recorded October 20, 1972 in Book 8045, page 1020. of Official Records of San Bernardino County.

Exhibit B

All those portions designated as turnout easements and described in that document recorded July 18, 1973 in Book 8206, page 594. of Official Records of San Bernardino County.

Exhibit C

That portion described in Common Use Agreement between the San Bernardino County Flood Control District and the San Bernardino Valley Municipal Water District dated September 25, 1973 filed as CA723/09010 in the Engineering Office of the San Bernardino County Flood Control District.

Exhibit D

Those parcels described in Exhibit A, B, and C.

Exhibit ESBVMWD Easements on Aerial Photos

ATTACHMENT 2 - EXISTING RECHARGE IMPROVEMENTS

ATTACHMENT 3 - RECHARGE AREA

ATTACHMENT 1

EASEMENTS

[ATTACHED BEHIND THIS COVER PAGE]

EXHIBIT A

PIPELINE EASEMENTS

Official Record Book 8045 page 1020

Parcel 1-4.1 Devil Canyon Basin

Parcel 1-4.2a North Badger Basin

Parcel 1-4.2b East Badger Basin

Parcel 1-4.3 Sycamore Basin

Parcel 1-4.4 Waterman Basin

RECORDED AT REQUEST OF
AND MAIL TO
*San Bernardino Valley Municipal
Water District
P.O. Box 5906
San Bernardino, Calif. 92412*

710

NO FEE
A

BOOK 8045 PAGE 1020
RECORDED IN OFFICIAL RECORDS
SAN BERNARDINO COUNTY CAL.
TED R. CARPENTER, RECORDER

1972 OCT 20 PM 3 10

GRANT OF EASEMENT

The San Bernardino County Flood Control District, a body corporate and politic of the State of California, does hereby grant to San Bernardino Valley Municipal Water District, a municipal water district organized and existing under the Municipal Water District Law of 1911, as amended, California Water Code Sections 71000 et seq., an easement as described hereinafter for the construction, operation, maintenance, and replacement of a pipeline or pipelines and appurtenances thereto in, over, under, and across that certain real property in the County of San Bernardino, described as follows:

PARCEL 1-4.1

All those portions of the West one-half of Sections 5 and 8, Township 1 North, Range 4 West, San Bernardino Meridian, in the City of San Bernardino, County of San Bernardino, State of California as the lines of the Government Survey may be extended across the Muscupiabe Rancho, as per map recorded in Book 7, Page 23 of Maps in the office of the County Recorder of said County included within a strip of land, 50.00 feet in right angle width, lying 25.00 feet on each side of the following described centerline:

Commencing at Corner No. 26 of said Rancho Muscupiabe, said corner also being an angle point in the East boundary of that certain property acquired by the City of San Bernardino by deed from the Muscupiabe Land and Water Company, recorded June 30, 1921, in Book 724, Page 8 of Deeds, records of the Recorder;
thence South $0^{\circ} 45' 43''$ East (recorded South $0^{\circ} 25'$ East) along the East boundary of said City of San Bernardino parcel, 1273.87 feet;
thence South $53^{\circ} 54' 27''$ East, 473.51 feet to a point in the East line of the land described in the deed to Jack T. Felton et ux recorded July 3, 1969 in Book 7262, Page 550 of Official Records and the TRUE POINT OF BEGINNING;
thence continuing South $53^{\circ} 54' 27''$ East, 34.65 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 1000.00 feet;
thence Southeasterly, 112.59 feet along the arc of said curve through a central angle of $6^{\circ} 27' 04''$;
thence South $60^{\circ} 21' 31''$ East, 1569.59 feet to the beginning of a tangent curve concave northerly, having a radius of 500.00 feet;
thence Easterly 179.44 feet along the arc of said curve through a central angle of $20^{\circ} 33' 43''$;
thence South $80^{\circ} 55' 14''$ East, 784.42 feet to the beginning of a tangent curve, concave southerly, having a radius of 1000.00 feet;

thence Easterly 11.25 feet along the arc of said curve, through a central angle of $0^{\circ} 38' 48''$ to a point on the East line of said West one-half of Section 5 which is South $0^{\circ} 26' 14''$ East, 202.59 feet from the intersection of said last mentioned East line with the boundary of said Muscupiabe Rancho.

The sidelines of said 50.00 foot wide strip of land shall be prolonged or shortened so as to originate on said Easterly line of said Felton parcel and terminate on the East line of the West one-half of said Sections 5 and 8.

PARCEL 1-4.2 Portion -A

That portion of Section 9, Township 1 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, as the lines of the Government Survey may be extended across the Muscupiabe Rancho, as per map recorded in Book 7, Page 23 of Maps in the office of the County Recorder of said County, being more particularly described as a strip of land being 50.00 feet in right angle width lying 25.00 feet on each side of the following described centerline:

Commencing at Corner No. 28 of said Muscupiabe Rancho;
 thence North $89^{\circ} 26' 19''$ West (recorded North $89^{\circ} 03' 03''$ West) 516.90 feet along the boundary line of said Muscupiabe Rancho;
 thence South $22^{\circ} 14' 41''$ West (recorded South $22^{\circ} 38' 00''$ West) 626.13 feet;
 thence South $40^{\circ} 44' 41''$ West (recorded South $41^{\circ} 08' 00''$ West) 241.56 feet;
 thence South $11^{\circ} 21' 19''$ East (recorded South $10^{\circ} 58' 00''$ East) 127.05 feet;
 thence South $40^{\circ} 45' 41''$ West (recorded South $41^{\circ} 09' 00''$ West) 283.26 feet;
 thence South $15^{\circ} 55' 41''$ West (recorded South $16^{\circ} 19' 00''$ West) 438.47 feet to the TRUE POINT OF BEGINNING;
 thence South $62^{\circ} 58' 58''$ East, 211.17 feet to the beginning of a tangent curve concave Southwesterly, having a radius of 500.00 feet;
 thence Southeasterly, 168.14 feet along the arc of said curve through a central angle of $19^{\circ} 16' 01''$;
 thence South $43^{\circ} 42' 57''$ East, 316.10 feet, to a point on the Northerly line of the land described as Parcel 4 in the deed to the San Bernardino County Flood Control District recorded April 23, 1949, in Book 1415, Page 37 of Official Records.

The sidelines of said strip of land shall be prolonged or shortened so as to originate on the Southeasterly line of the land described in the deed to Samuel Max Plaut et al recorded November 15, 1968 in Book 7130, Page 506 of Official Records.

The Southwesterly sideline of said strip of land shall be prolonged so as to terminate on said last mentioned Northerly line of Parcel No. 4.

The Northeasterly sideline of said strip of land shall be shortened so as to terminate on the Southeasterly line of the land described in the deed to the San Bernardino County Flood Control District recorded September 25, 1966 in Book 4046, Page 396 of Official Records.

PARCEL 1-4.2 Portion B

That portion of Section 9, Township 1 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, as the lines of the Government Survey may be extended across the Muscupiabe Rancho, as per map recorded in Book 7, Page 23 of Maps in the Office of the County Recorder of said County, being more particularly described as a strip of land being 50.00 feet in right angle width lying 25.00 feet on each side of the following described centerline:

Commencing at Corner No. 28 of said Muscupiabe Rancho;
 thence North 89° 26' 19" West (recorded North 89° 03' West) 516.90 feet
 along the boundary line of said Muscupiabe Rancho:
 thence South 22° 14' 41" West (recorded South 22° 38' West) 626.13 feet;
 thence South 40° 44' 41" West (recorded South 41° 08' West) 241.56 feet;
 thence South 11° 21' 19" East (recorded South 10° 58' East) 127.05 feet;
 thence South 40° 45' 41" West (recorded South 41° 09' West) 283.26 feet;
 thence South 15° 55' 41" West (recorded South 16° 19' West) 438.47 feet;
 thence South 62° 58' 58" East, 211.17 feet to the beginning of a tangent
 curve concave Southwesterly, having a radius of 500.00 feet;
 thence Southeasterly, 168.14 feet along the arc of said curve through a central
 angle of 19° 16' 01";
 Thence South 43° 42' 57" East, 1856.74 feet to a point on that certain
 course in the boundary of Parcel 4, in the deed to the San Bernardino County
 Flood Control District recorded April 23, 1940 in Book 1415, Page 37 of Official
 Records, described as having a bearing of North 24° 30' East and a length of
 581.59 feet, said point being the TRUE POINT OF BEGINNING;
 thence South 43° 42' 57" East, 419.22 feet to the beginning of a tangent
 curve concave Southwesterly, having a radius of 1000.00 feet;
 thence Southeasterly, 137.14 feet along the arc of said curve through a
 central angle of 7° 51' 29";
 thence South 35° 51' 28" East, 77.31 feet to a point on the Easterly line of
 said land described as Parcel 4 which is South 4° 10' 20" East, 1303.19 feet from
 the intersection of said last mentioned Easterly line with the Northerly line of
 said Muscupiabe Rancho.

The sidelines of said strip of land shall be prolonged or shortened so as to originate in said course herein above described as having a bearing of North 24° 30' East and a length of 581.59 feet and to terminate in said last mentioned Easterly line.

PARCEL 1-4.3

All that portion of the South one-half of Section 9, Township 1 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, as the lines of the Government Survey may be extended across the Muscupiabe Rancho, as per map recorded in Book 7, Page 23 of Maps in the office of the County Recorder of said County lying within a strip of land 50.00 feet in right angle width lying 25 feet on each side of the following described centerline:

Beginning at a point on the Easterly line of Parcel 4, as described in the deed to the San Bernardino County Flood Control District recorded April 23, 1940 in Book 1415, Page 37 of Official Records which is South $4^{\circ} 10' 20''$ East, 1303.19 feet from the intersection of said last mentioned Easterly line with the Northerly line of said Muscupiabe Rancho:

thence South $35^{\circ} 51' 28''$ East, 198.90 feet to a point on the Southerly line of the land described in the deed to the San Bernardino County Flood Control District recorded May 14, 1957 in Book 4229, Page 497 of Official Records.

The sidelines of said strip of land shall be prolonged or shortened so as to originate on said Easterly line and terminate on said Southerly line.

PARCEL 1-4.4

All that portion of Section 14, Township 1 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, as the lines of the Government Survey may be extended across the Muscupiabe Rancho, as per map recorded in Book 7, Page 23 of Maps in the Office of the County Recorder of said County lying within a strip of land 50.00 feet in right angle width lying 25.00 feet on each side of the above described centerline:

Commencing at the intersection of the centerline of Waterman Avenue and a line which is parallel with and 10.52 feet Northerly of the Easterly prolongation of the centerline of 49th Street as per Map of Tract No. 1834 recorded in Book 26, Page 52 of Maps;

thence North $89^{\circ} 29' 20''$ East, 52.50 feet parallel with said Easterly prolongation to the East line of Waterman Avenue and the TRUE POINT OF BEGINNING;
thence North $89^{\circ} 29' 20''$ East, 116.52 feet;
thence South $30^{\circ} 30' 44''$ East, 183.45 feet to the end of said strip.

The sidelines of said strip of land shall be prolonged or shortened so as to originate in said East line of Waterman Avenue and terminate at a point which is at right angles from the end of said centerline.

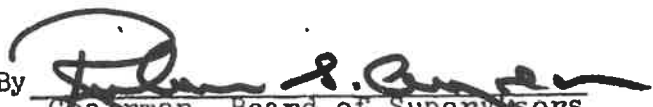
Said easement is granted as a permanent easement and not as a grant in fee and shall authorize the said San Bernardino Valley Municipal Water District to construct, reconstruct, remove, replace, repair, maintain, operate, and use one or more pipelines together with braces, connections, fastenings, communications and power cable and other appliances and fixtures in connection therewith or appurtenant thereto for the transmission and distribution of water, and shall carry with it the right to inspect, make vehicular patrols, alter, remove, replace, reconstruct, and repair the said pipelines and appurtenances, the right to mark the location of said easement by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as the grantor shall make of the land within the limits of said easement, and the right of ingress to and egress from the said easement across the lands of the grantor over routes to be designated in writing by Grantor.

Grantee shall operate and maintain its facilities in such manner and at such time as will not unreasonably interfere with the uses of the Grantor.

Said easements shall be subject to all the terms and conditions of that certain agreement by and between the San Bernardino County Flood Control District and the San Bernardino Valley Municipal Water District executed

DATED: SEP 25 1972

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

By 
Chairman, Board of Supervisors,
San Bernardino County
Flood Control District

ATTEST: Leona Rapoport
Secretary, Board of Supervisors,
San Bernardino County
Flood Control District

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS.

On this 25th day of September
1972, before me, the undersigned, a Notary Public in and
for said County and State, personally appeared
Ruben S. Ayala
known to me to be the Chairman of the Board of Supervisors
of the San Bernardino County Flood Control District, and
Leona Rapoport
known to me to be the Secretary of the Board of Supervisors
of said District, and known to me to be the persons who ex-
ecuted the within instrument on behalf of said District and
acknowledged to me that they executed the within instrument
on behalf of said District pursuant to its by-laws or a reso-
lution of its Board of Supervisors.

WITNESS my hand and official seal.
(Seal) Esther Vaugall
Notary Public in and for said County and State.
My Commission Expires _____
06 - 7897 - 561



Subject: Grant of Easement re Zone 2, North San BERNARDINO Facilities,
Executed to San Bernardino Valley Municipal Water District for
the construction, operation, maintenance, and replacement of a
pipelines & appurtenances. Bd. action of September 25, 1972.

Flood Control Engineer presents to the Board for their approval various documents relating to Zone 2, North San Bernardino facilities and the San Bernardino Valley Municipal Water District. He explains that the water district has contracted with the State Department of Resources to receive and spread Northern California water and in this connection an agreement has been drafted permitting the use of certain Flood Control District facilities in the North San Bernardino area for the spreading of the water. He states that easements are requested for the installation and maintenance of a pipeline to conduct the waters to the spreading areas. Mr. Sidler states that the proposal as well as the terms of the agreements and easements have been reviewed by his office and County Counsel and are considered satisfactory.

Whereupon, on motion by Supervisor Smith, duly seconded by Supervisor Beckord, and carried, the Board of Supervisors hereby approves that certain agreement by and between the San Bernardino Valley Municipal Water District and the Flood Control District dated September 25, 1972 and further authorizes its Chairman to sign said agreement indicating this Board's approval of the terms and conditions therein contained.

By the same motion, the Board of Supervisors hereby approves the Common Use Agreement dated September 25, 1972 with the San Bernardino Valley Municipal Water District with respect to the North San Bernardino Flood Control facilities, Zone 2 and further authorizes its Chairman to sign said document indicating this Board's approval of the terms and conditions therein contained.

The Board takes the following action to execute grants of easements with respect to the pipeline and the turnouts in connection with the subject project: On motion by Supervisor Smith, duly seconded by Supervisor Beckord, and carried, the following resolution is adopted:

WHEREAS, the subject matter of this resolution having been fully considered and it appearing that the following action is proper and is taken in the best public interest;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of San Bernardino Flood Control District that it authorizes execution and granting of two grants of easements drawn in favor of San Bernardino Valley Municipal Water District, involving the property which is fully described in said grants of easements dated September 25, 1972; and

BE IT FURTHER RESOLVED by said Board of Supervisors that it authorizes execution of said instruments for and on behalf of the County of San Bernardino Flood Control District by the Chairman of this Board of Supervisors.

PASSED AND ADOPTED by the Board of Supervisors of the San Bernardino County Flood Control District, State of California, by the following vote:

AYES: SUPERVISORS: Betterley, Beckord, Smith, Ayala
NOES: SUPERVISORS: None
ABSENT: SUPERVISORS: Mikesell

* * * * *

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO ss.

I, Leona Rapoport, Secretary of the Board of Supervisors of the San Bernardino County Flood Control District, San Bernardino, California, hereby certify the foregoing to be a full, true and correct copy of the action taken by said district Board of Supervisors, by unanimous vote of the members present, as the same appears in the Official

Minutes of said Board at its meeting of SEPTEMBER 25, 1972

Dated: 9/27/72
cc: Flood Control
File

Leona Rapoport
Secretary of the Board of Supervisors of San Bernardino County Flood Control District, San Bernardino County, California.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached document to the San Bernardino Valley Municipal Water District is hereby accepted by the undersigned officer on behalf of said District and pursuant to the authority conferred by Resolution No. 254 of the Board of Directors of said District, adopted September 2, 1964, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: October 20, 1972

[Handwritten Signature]

General Manager
San Bernardino Valley
Municipal Water District

EXHIBIT B

TURNOUT EASEMENTS

Official Record Book 8206 page 594

RECORDED AT REQUEST OF
AND MAIL TO

San Bernardino Valley Municipal
Water District
P.O. Box 5906
San Bernardino, Calif 92412

739
BOOK 8045 PAGE 1013
RECORDED IN OFFICIAL RECORDS
SAN BERNARDINO COUNTY CAL.
TED R. CARPENTER, RECORDER
NO FEE
A
1972 OCT 20 PM 3 10

BOOK 8206 PAGE 594

GRANT OF EASEMENT

The San Bernardino County Flood Control District, a body corporate and politic of the State of California, does hereby grant to San Bernardino Valley Municipal Water District, a municipal water district organized and existing under the Municipal Water District Law of 1911, as amended, California Water Code Sections 71000 et seq., an easement as described hereinafter for the construction, operation, maintenance, and replacement of a pipeline or pipelines and appurtenances thereto and for construction and use of power recovery and dissipation facilities and appurtenances thereto in, on, over, under and across that certain real property in the County of San Bernardino, described as follows:

435

RECORDED IN OFFICIAL RECORDS
SAN BERNARDINO COUNTY CAL.
TED R. CARPENTER, RECORDER

1973 JUN 18 AM 10 26

NO FEE
B

BADGER BASIN TURNOUT PARCEL:

That portion of Section 9, Township 1 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, as the lines of the Government Survey may be extended across the Muscupiabe Rancho, as per map recorded in Book 7, Page 23 of Maps in the office of the County Recorder of said County, described as follows:

Commencing at Corner No. 28 of said Muscupiabe Rancho;
thence North 89° 26' 19" West (recorded North 89° 03' West) 516.90 feet
along the boundary line of said Muscupiabe Rancho;
thence South 22° 14' 41" West (recorded South 22° 38' West) 626.13 feet;
thence South 40° 44' 41" West (recorded South 41° 09' West) 241.56 feet;
thence South 11° 21' 19" East (recorded South 10° 58' East) 127.05 feet;
thence South 40° 45' 41" West (recorded South 41° 09' West) 283.26 feet;
thence South 15° 55' 41" West (recorded South 16° 19' West) 438.47 feet;
thence South 62° 58' 58" East, 115.71 feet to the TRUE POINT OF BEGINNING;
thence North 27° 01' 02" East, 25.00 feet;
thence South 62° 58' 58" East, 95.46 feet to the beginning of a tangent
curve concave Southwesterly, having a radius of 525.00 feet;
thence Southeasterly, 14.54 feet along the arc of said curve through a
central angle of 1° 35' 13";
thence South 27° 01' 02" West, 204.80 feet;
thence North 62° 58' 58" West, 110.00 feet;
thence North 27° 01' 02" East, 180.00 feet to the TRUE POINT OF BEGINNING.

*Note made 6/14/73:
This document is being re-recorded
for the purpose of inserting a date
that was originally omitted on page 5
of this document.*
JWS
739

Unrecorded

DEVIL CANYON TURNOUT PARCEL:

All that portion of the West one-half of Section 5, Township 1 North, Range 4 West, San Bernardino Meridian, in the City of San Bernardino, County of San Bernardino, State of California, lying within the lines of Muscupiabe Rancho as per map recorded in Book 7, Page 23 of Maps defined by extending the United States Government Survey lines across said Rancho, described as follows:

Commencing at Corner No. 26 of said Rancho Muscupiabe, said corner also being an angle point in the East boundary of that certain property acquired by the City of San Bernardino by deed from the Muscupiabe Land and Water Company, recorded June 30, 1921, in Book 724, Page 8 of Deeds, records of the Recorder;

thence South 0° 45' 43" East (recorded South 0° 25' East) along the East boundary of said City of San Bernardino parcel, 1273.87 feet;

thence South 53° 54' 27" East, 481.09 feet to the TRUE POINT OF BEGINNING;

thence North 10° 14' 41" West, 36.21 feet;

thence South 53° 54' 27" East, 53.27 feet to the beginning of a tangent curve, concave Northeasterly having a radius of 975.00 feet;

thence Southeasterly 40.03 feet along the arc of said curve, through a central angle of 2° 21' 08";

thence South 10° 14' 41" East, 150.57 feet;

thence South 79° 45' 19" West, 65.00 feet;

thence North 10° 14' 41" West, 181.28 feet to the TRUE POINT OF BEGINNING.

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WATERMAN AVENUE TURNOUT PARCEL:

All that portion of Section 14, Township 1 North, Range 4 West, San Bernardino Meridian, in the County of San Bernardino, State of California, as the lines of the Government Survey may be extended across the Muscupiabe Rancho, as per map recorded in Book 7, Page 23 of Maps in the Office of the County Recorder of said County described as follows:

Commencing at the intersection of the centerline of Waterman Avenue and a line which is parallel with, and 10.52 feet Northerly of the Easterly prolongation of the centerline of 49th Street as per map of Tract No. 1834 recorded in Book 26, Page 52 of Maps;

thence North 89° 29' 20" East, 78.47 feet, parallel with said prolongation to the TRUE POINT OF BEGINNING;
thence North 11° 15' 08" West, 25.45 feet;
thence North 89° 29' 20" East, 109.73 feet;
thence South 30° 30' 44" East, 197.88 feet;
thence South 59° 29' 16" West, 25.00 feet;
thence South 30° 30' 44" East, 0.50 feet;
thence South 14° 29' 16" West, 189.00 feet;
thence North 75° 30' 44" West, 75.00 feet;
thence North 11° 15' 08" West, 328.20 feet to the TRUE POINT OF BEGINNING.

739

Said easement is granted as a permanent easement and not as a grant in fee and shall authorize the said San Bernardino Valley Municipal Water District to construct, reconstruct, remove, replace, repair, maintain, operate, and use one or more pipelines together with braces, connections, fastenings, communications and power cable and other appliances and fixtures in connection therewith or appurtenant thereto for the transmission and distribution of water, and to construct, reconstruct, remove, replace, repair, maintain, operate, and use power recovery and dissipation facilities and other appliances and fixtures in connection therewith or appurtenant thereto, and shall carry with it the right to inspect, make vehicular patrols, alter, remove, replace, reconstruct, and repair the said pipelines, power recovery and dissipation facilities, and appurtenances, the right to mark the location of said easement by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as the grantor shall make of the land within the limits of said easement, and the right of ingress to and egress from the said easement across the lands of the grantor over routes to be designated in writing by Grantor.

739

Grantee shall operate and maintain its facilities in such manner and at such time as will not unreasonably interfere with the uses of the Grantor.

Said easements shall be subject to all the terms and conditions of that certain agreement by and between the San Bernardino County Flood Control District and the San Bernardino Valley Municipal

Unofficial Copy

Water District executed *September 25, 1972*

DATED: 10/25/72

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

By: *Ruben S. Ayala*
Chairman, Board of Supervisors,
San Bernardino County
Flood Control District

Attest: *Leona Rapoport*
Secretary, Board of Supervisors, SEAL
San Bernardino County
Flood Control District

Subject: Grant of Easement re Zone 2, North San Bernardino Facilities, executed on September 25, 1972 to San Bernardino Valley Municipal Water District for the construction, operation, maintenance, and replacement of a pipeline or pipelines & appurtenances.

739

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS.

On this 25th day of September, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Ruben S. Ayala

known to me to be the Chairman of the Board of Supervisors of the San Bernardino County Flood Control District, and

Leona Rapoport

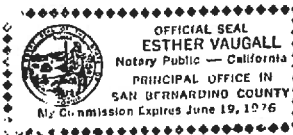
known to me to be the Secretary of the Board of Supervisors of said District, and know to me to be the persons who executed the within instrument on behalf of said District and acknowledged to me that they executed the within instrument on behalf of said District pursuant to its by-laws or a resolution of its Board of Supervisors.

WITNESS my hand and official seal.

(Seal) *Esther Vaugall*
Notary Public in and for said County and State.

My Commission Expires _____

06 - 7867 - 581



5.

UNRECORDED

Flood Control Engineer presents to the Board for their approval various documents relating to Zone 2, North San Bernardino facilities and the San Bernardino Valley Municipal Water District. He explains that the water district has contracted with the State Department of Resources to receive and spread Northern California water and in this connection an agreement has been drafted permitting the use of certain Flood Control District facilities in the North San Bernardino area for the spreading of the water. He states that easements are requested for the installation and maintenance of a pipeline to conduct the waters to the spreading areas. Mr. Sidler states that the proposal as well as the terms of the agreements and easements have been reviewed by his office and County Counsel and are considered satisfactory.

Whereupon, on motion by Supervisor Smith, duly seconded by Supervisor Beckord, and carried, the Board of Supervisors hereby approves that certain agreement by and between the San Bernardino Valley Municipal Water District and the Flood Control District dated September 25, 1972 and further authorizes its Chairman to sign said agreement indicating this Board's approval of the terms and conditions therein contained.

By the same motion, the Board of Supervisors hereby approves the Common Use Agreement dated September 25, 1972 with the San Bernardino Valley Municipal Water District with respect to the North San Bernardino Flood Control facilities, Zone 2 and further authorizes its Chairman to sign said document indicating this Board's approval of the terms and conditions therein contained.

The Board takes the following action to execute grants of easements with respect to the pipeline and the turnouts in connection with the subject project: On motion by Supervisor Smith, duly seconded by Supervisor Beckord, and carried, the following resolution is adopted:

WHEREAS, the subject matter of this resolution having been fully considered and it appearing that the following action is proper and is taken in the best public interest:

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of San Bernardino Flood Control District that it authorizes execution and granting of two grants of easements drawn in favor of San Bernardino Valley Municipal Water District, involving the property which is fully described in said grants of easements dated September 25, 1972; and

BE IT FURTHER RESOLVED by said Board of Supervisors that it authorizes execution of said instruments for and on behalf of the County of San Bernardino Flood Control District by the Chairman of this Board of Supervisors.

PASSED AND ADOPTED by the Board of Supervisors of the San Bernardino County Flood Control District, State of California, by the following vote:

AYES: SUPERVISORS: Betterley, Beckord, Smith, Ayala
NOES: SUPERVISORS: None
ABSENT: SUPERVISORS: Mikesell

STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ss.

I, Leona Rapoport, Secretary of the Board of Supervisors of the San Bernardino County Flood Control District, San Bernardino, California, hereby certify the foregoing to be a full, true and correct copy of the action taken by said district Board of Supervisors, by unanimous vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of SEPTEMBER 25, 1972

Dated: 9/27/72
cc: Flood Control
File

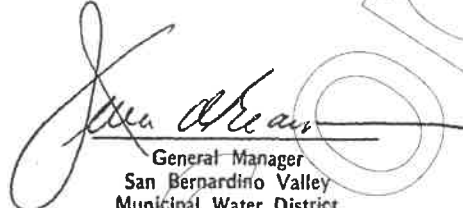
Leona Rapoport
Secretary of the Board of Supervisors of San Bernardino County Flood Control District, San Bernardino County, California.

SEAL

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached document to the San Bernardino Valley Municipal Water District is hereby accepted by the undersigned officer on behalf of said District and pursuant to the authority conferred by Resolution No. 254 of the Board of Directors of said District, adopted September 2, 1964, and the grantee consents to the recordation thereof by its duly authorized officer.

DATED: October 20, 1972


General Manager
San Bernardino Valley
Municipal Water District

739

Unofficial Copy

EXHIBIT C

COMMON USE AGREEMENT

CA723/09010

COMMON USE AGREEMENT

F.C.D. COPY

WHEREAS, the SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT, a municipal water district organized and existing under the Municipal Water District Law of 1911, as amended, California Water Code §§71000 et seq, hereinafter referred to as Water District, has been granted an easement for the construction, operation, maintenance, and replacement of one or more pipelines and related facilities in, over, under and across that certain real property in the County of San Bernardino described as follows:

That portion of Section 6, Township 1 North, Range 4 West, according to the Government Surveys if extended across the Muscupiabe Rancho, said Section 6 being a portion of the lands acquired by the City of San Bernardino by deed from the Muscupiabe Land and Water Company, recorded June 30, 1921, in Book 724, Page 8 of Deeds, records of the Recorder of San Bernardino County, in the City of San Bernardino, State of California, as per map recorded in Book 7, Page 23 of Maps, in the office of said County recorder of said county being more particularly described as a strip of land 50.00 feet in right angle width, lying 25.00 feet on each side of the following described centerline:

Commencing at Corner No. 13, as established by George E. Sherer, May 14, 1921, said corner being identical with Corner No. 26, Rancho Muscupiabe, from which point Corner No. 14, as established by George E. Sherer, May 14, 1921, bears South 0° 45' 43" East (formerly recorded South 0° 25' East); thence North 74° 43' 15" West, 1076.76 feet to the TRUE POINT OF BEGINNING; thence South 16° 42' 19" West, 320.90 feet; thence Southerly and Easterly along the arc of a 500.00 foot radius curve, tangent to the last described course, concave Northeasterly, through a central angle of 70° 36' 46" for an arc distance of 616.22 feet; thence South 53° 54' 27" East, along a line tangent to the last described curve 1192.38 feet to a point in the East line of said City of San Bernardino property from which point the corner hereinbefore referred to as Sherer's Corner No. 13 bears North 0° 45' 43" West (formerly recorded North 0° 25' West) 1273.87 feet.

The sidelines of said 50.00 foot wide strip of land shall be prolonged or shortened so as to originate on a line scribed at right angles to the TRUE POINT OF BEGINNING, and terminate on said East line of said City of San Bernardino parcel.

Contains 2.444 acres, more or less.

N. SAN B.

2.350

CA723/09010

hereinafter referred to as Area of Common Use;

WHEREAS, the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic of the State of California hereinafter referred to as "Flood Control District," holds existing easement rights acquired for flood control and water conservation purposes over said real property; and

WHEREAS, both Water District and Flood Control District have need to use Area of Common Use;

NOW THEREFORE, in consideration of the full compliance by Water District with the provisions hereinafter set forth, Flood Control District does hereby acknowledge the right of Water District to use Area of Common Use for the construction, reconstruction, removal, replacement, repair, maintenance, operation, inspection, vehicular patrol, and use of one or more pipelines together with braces, connections, fastenings, communications and power cables, and other appliances and fixtures in connection therewith or appurtenant thereto for the transmission and distribution of water, together with the right to mark the location of its easement by suitable markers set and maintained in the ground at locations which shall not interfere with the reasonable use of the lands within the limits of said easement by Flood Control District, and the right of ingress to and egress from said easement across lands of Flood Control District over routes to be designated in writing by Flood Control District.

PROVIDED HOWEVER, that

1. Each of the parties hereto shall operate and maintain its facilities within the Area of Common Use in such manner and at such times as will cause no expense or liability

to devolve upon the other without good cause and so as not to unreasonably interfere with the uses of the other.

2. The use of the Area of Common Use by either of the parties hereto shall be subject to all the terms and conditions of that certain agreement between the Flood Control District and Water District dated SEPTEMBER 25, 1972.

THIS AGREEMENT shall inure to the benefit of and be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective official thereunto duly authorized.

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

By *John A. Keenan*
APPROVED AS TO FORM:

By *Stanford D. Herlick*
Chairman, Board of Supervisors,
San Bernardino County Flood
Control District

JAMES W. DILWORTH

By *Lona Papopala*
Secretary, Board of Supervisors
San Bernardino County
Flood Control District

James W. Dilworth
General Counsel

APPROVED AS TO FORM:

Standord D. Herlick
County Counsel

By *E. H. Robinson* 9/13/72
E. H. Robinson
Deputy County Counsel

EXHIBIT D

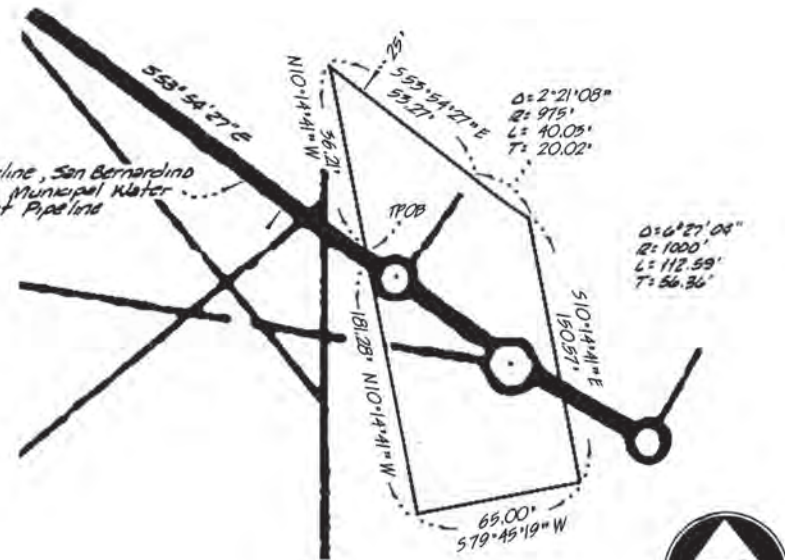
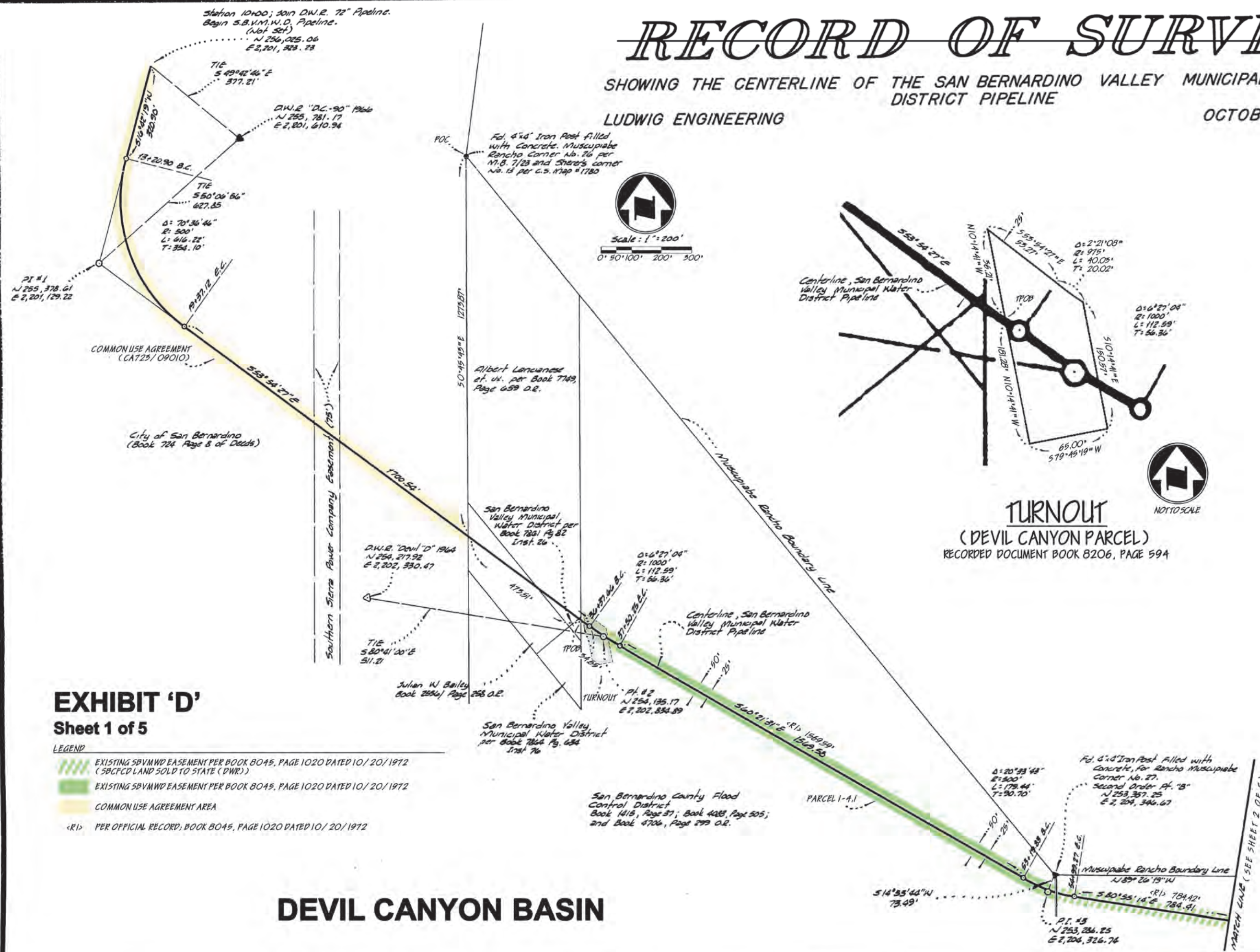
PLATS

RECORD OF SURVEY

SHOWING THE CENTERLINE OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT PIPELINE

LUDWIG ENGINEERING

OCTOBER 1974



TURNOUT
 (DEVIL CANYON PARCEL)
 RECORDED DOCUMENT BOOK 8206, PAGE 594

EXHIBIT 'D'
 Sheet 1 of 5

- LEGEND**
- EXISTING SBVMWD EASEMENT PER BOOK 8045, PAGE 1020 DATED 10/20/1972 (SPLTCD LAND SOLD TO STATE (DWR))
 - EXISTING SBVMWD EASEMENT PER BOOK 8045, PAGE 1020 DATED 10/20/1972
 - COMMON USE AGREEMENT AREA
 - PER OFFICIAL RECORD, BOOK 8045, PAGE 1020 DATED 10/20/1972

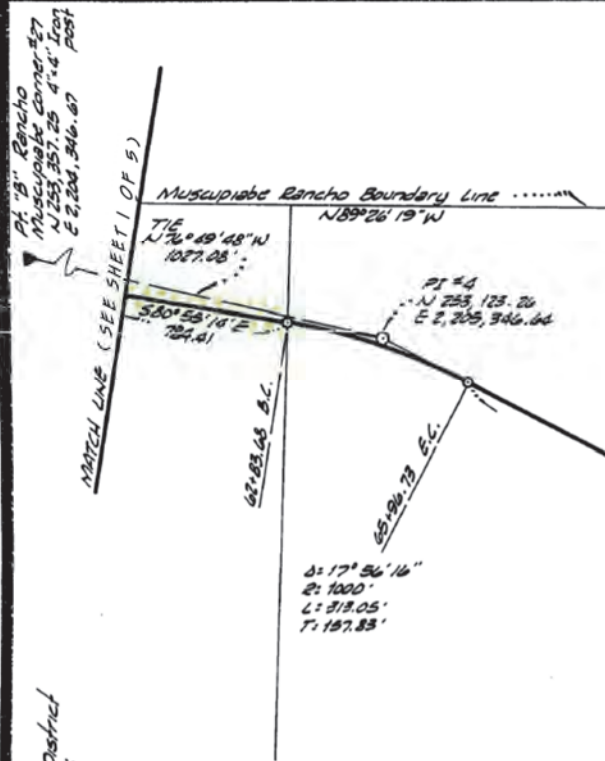
DEVIL CANYON BASIN

RECORD OF SURVEY

SHOWING THE CENTERLINE OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT PIPELINE
LUDWIG ENGINEERING
OCTOBER 1974



Scale: 1" = 200'
0' 50' 100' 200' 300'



San Bernardino County Flood Control District
Book 1415, Page 37; Book 4083, Page 505;
Book 4766, Page 299 O.R.

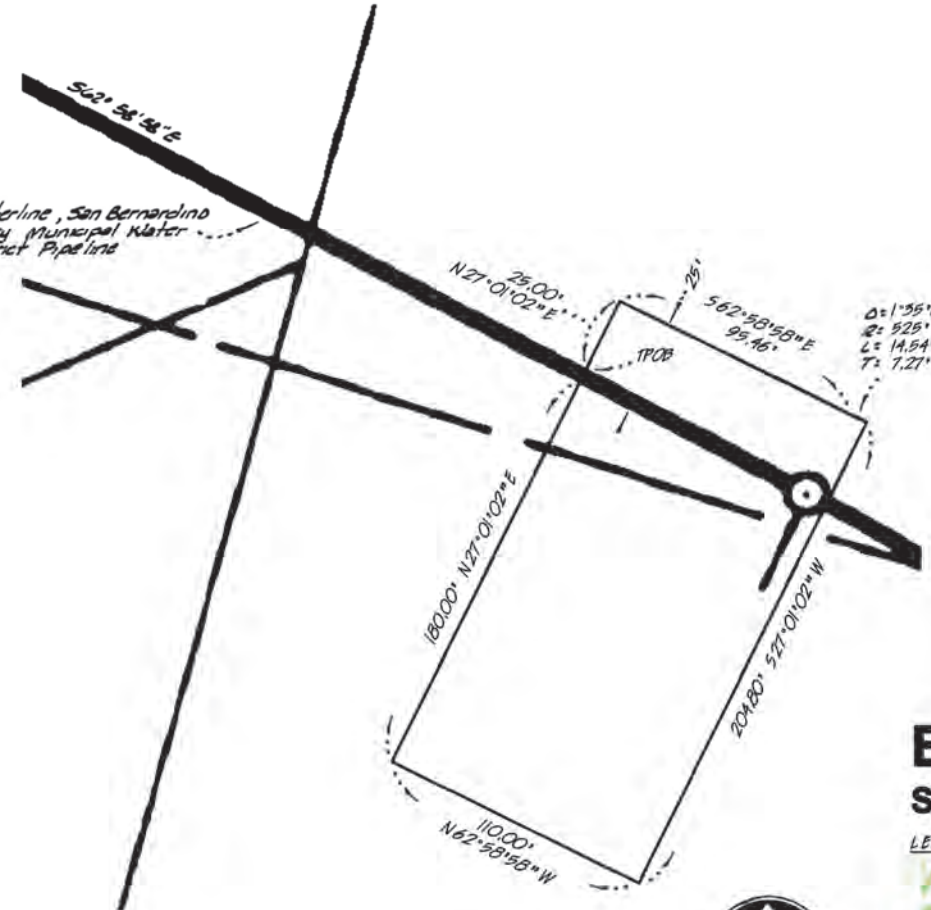
Fd. old 5'x4' Post painted white. Flagged as N.W. corner of the Samuel Max Pleut et. al. property

Samuel Max Pleut, Glen L. Davis, Phillip W. Pope, John R. Morris, Joseph W. Verneiran, William G. Smith and Douglas B. Gorman
Book 7130, Page 506 O.R.

Marjorie M. Adams and Harriet S. Farley
Book 5175, Page 378 O.R.

Fd. 4x4 Iron Post filled with concrete for Muscupabe Rancho Corner No. 28 per M.B. 7/23 & R.S. 54/9-10

Fd. 4x4 Iron Post filled with concrete for Muscupabe Rancho Corner No. 28 per M.B. 7/23 & R.S. 4/9-10



San Bernardino County Flood Control District
Book 4044, Page 451 O.R.; and Book 4038, Page 48 O.R.

San Bernardino County Flood Control District
Book 4046, Page 396 O.R.

TURNOUT
PARCEL 1-A.2A
P.I. #5
N 251, 696.42'
E 2,208, 223.35'

EXHIBIT 'D' Sheet 2 of 5

- LEGEND
- EXISTING SBVMWD EASEMENT PER BOOK 8045, PAGE 1020 DATED 10/20/1972 (SBCFCD LAND SOLD TO STATE (DWR))
 - EXISTING SBVMWD EASEMENT PER BOOK 8045, PAGE 1020 DATED 10/20/1972
 - (R) PER OFFICIAL RECORD, BOOK 8045, PAGE 1020 DATED 10/20/1972

San Bernardino County Flood Control District
Book 1415, Page 37 O.R.

TURNOUT
(BADGER BASIN PARCEL)
RECORDED DOCUMENT BOOK 8206, PAGE 594

NORTH BADGER BASIN

MATCH LINE (SEE SHEET 3 OF 5)

RECORD OF SURVEY

SHOWING THE CENTERLINE OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT PIPELINE

LUDWIG ENGINEERING

OCTOBER 1974

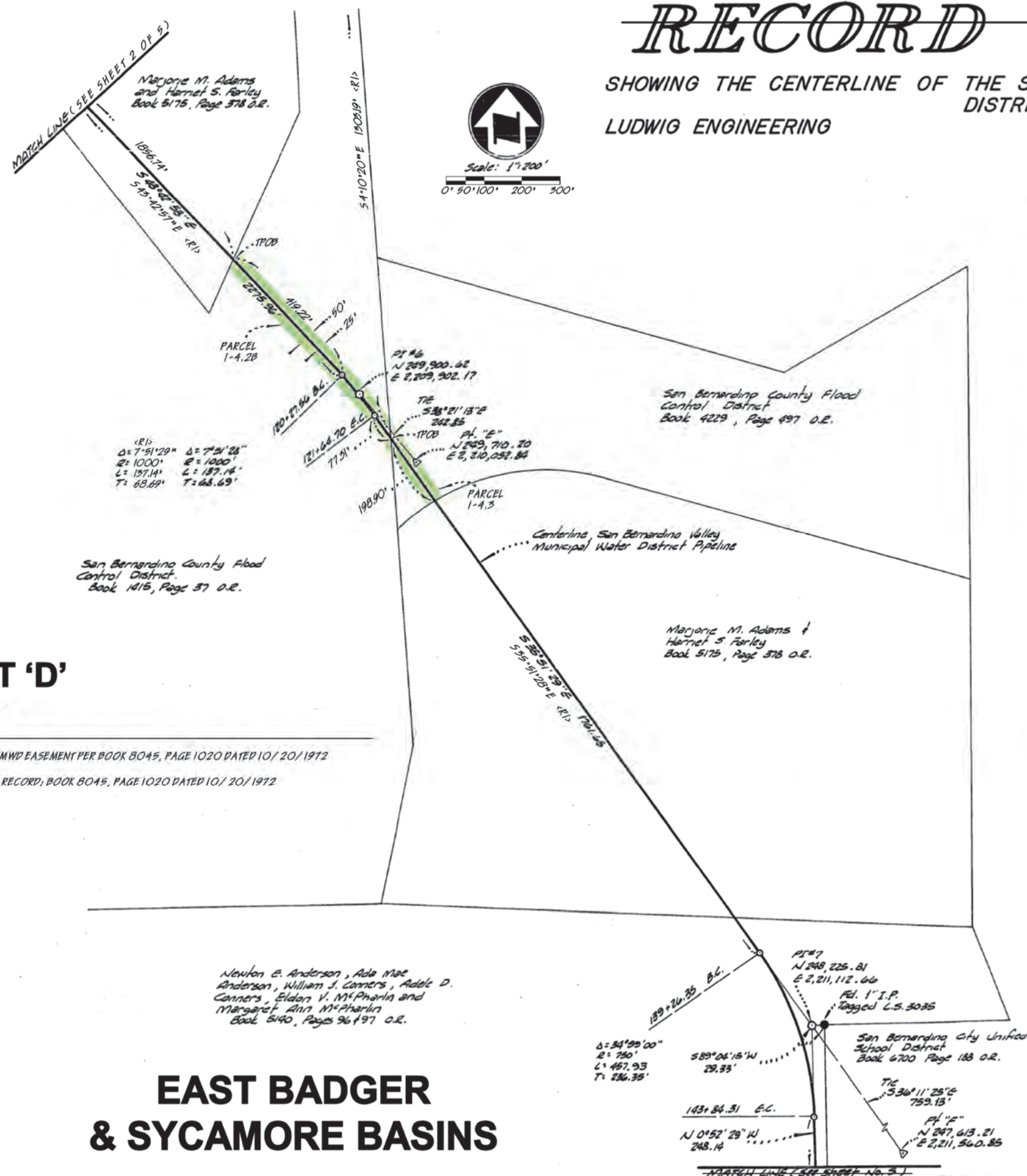


EXHIBIT 'D'

Sheet 3 of 5

LEGEND

EXISTING SBVMWD EASEMENT PER BOOK 8045, PAGE 1020 DATED 10/20/1972

(R1) PER OFFICIAL RECORD, BOOK 8045, PAGE 1020 DATED 10/20/1972

EAST BADGER & SYCAMORE BASINS

CENTERLINE P.I. TIES			
P.I. No.	Bearing	Distance	Description
1	E	137.29	Nail in top of Dike, Concrete Slope Protection
	S.E.	189.46	Nail in top of Dike, Concrete Slope Protection
2	N	32.29	Chiz "X" on Fence Post, N.E. cor. Turn out enclosure
	E	26.62	Nail in Power Pole No. 1867662 E
3	N.W.	79.75	4" x 4" Iron Post, Muscupabe Rancho Corner No. 27
	E	102.35	Chiz "X" N.W. Cor. 3'x3' Concrete Pad Mid. C.P. Post #16
4	N.W.	40.03	Nail and Flash in Power Pole F-18437Y
	N.E.	205.00	Nail and Flash in Power Pole F-18436Y
5	N.E.	44.33	Nail and Flash in Power Pole F-15741Y
	W	110.12	Chiz "X" Fence Post, N.E. Corner Turn-out enclosure
6	N.E.	262.13	Concrete nail in slope of concrete dike
	E	78.97	Nail in 6" Elm Tree
7	S.E.	251.12	Set punch mark in top of Nly gate post of Nly gates
	E	30.47	1" I.P. tagged L.S. 2722
8	S.E.	67.58	Chiz mark on 7th fence post from North Corner
	N.E.	58.42	1" I.P. open
9	S.W.	70.00	Set nail in edge of pavement
	S.E.	70.00	Set nail in edge of pavement
10	N.W.	33.40	Concrete nail in top of curb
	N	51.41	1" I.P. open
11	E	36.03	Concrete nail in top of curb
	N.W.	101.44	Concrete nail in top of curb
12	N.E.	99.14	Concrete nail in top of curb
	S	11.20	Concrete nail in top of curb
13	N.W.	113.00	Concrete nail in top of curb
	N.E.	50.41	Concrete nail in top of curb
14	S.E.	60.44	Concrete nail in top of curb
	N.W.	111.86	Lead and tack in top of curb
15	N.E.	77.32	Nail and Flasher in Power Pole
	S.W.	46.65	Screw in M.O.C. of curb return
16	N.E.	33.49	Concrete nail in top of curb
	S.E.	18.49	Nail and Flasher in Power Pole
17	N	32.00	Screw in M.O.C. of curb return
	S	12.76	Screw in M.O.C. of curb return
18	E	36.56	Screw in M.O.C. of curb return
	N	12.33	Concrete nail in top of curb
19	S.W.	30.43	Concrete nail in top of curb
	S.E.	26.57	Concrete nail in top of curb
20	N.W.	55.40	1" I.P. tagged L.S. 2722
	N.E.	40.79	Nail and Flasher in 30" eucalyptus tree
21	S.W.	19.59	Nail and Flasher in 30" eucalyptus tree
	S.W.	78.43	Nail and Flasher in top of 4"x6" Post
22	S.E.	76.49	Nail and Flasher in top of 4"x6" Post
	N	43.23	Screw in M.O.C. of curb return
23	S.W.	19.51	Screw in M.O.C. of curb return
	N.W.	28.46	Chiz "X" in top of wall
24	S.W.	18.47	nail in top of wall
	N	13.03	Concrete nail in top of curb
25	S.W.	43.85	Concrete nail in top of curb
	S.E.	39.89	Concrete nail in top of curb
26	N	50.00	1" I.P. open
	N	100.00	1" I.P. open (not on line)
27	E	50.00	1" I.P. open
	E	100.00	1" I.P. open (not on line)
28	N.E.	50.00	1" I.P. open
	S.E.	50.00	1" I.P. open
29	S	100.00	1" I.P. open

RECORD OF SURVEY

SHOWING THE CENTERLINE OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT PIPELINE



LUDWIG ENGINEERING

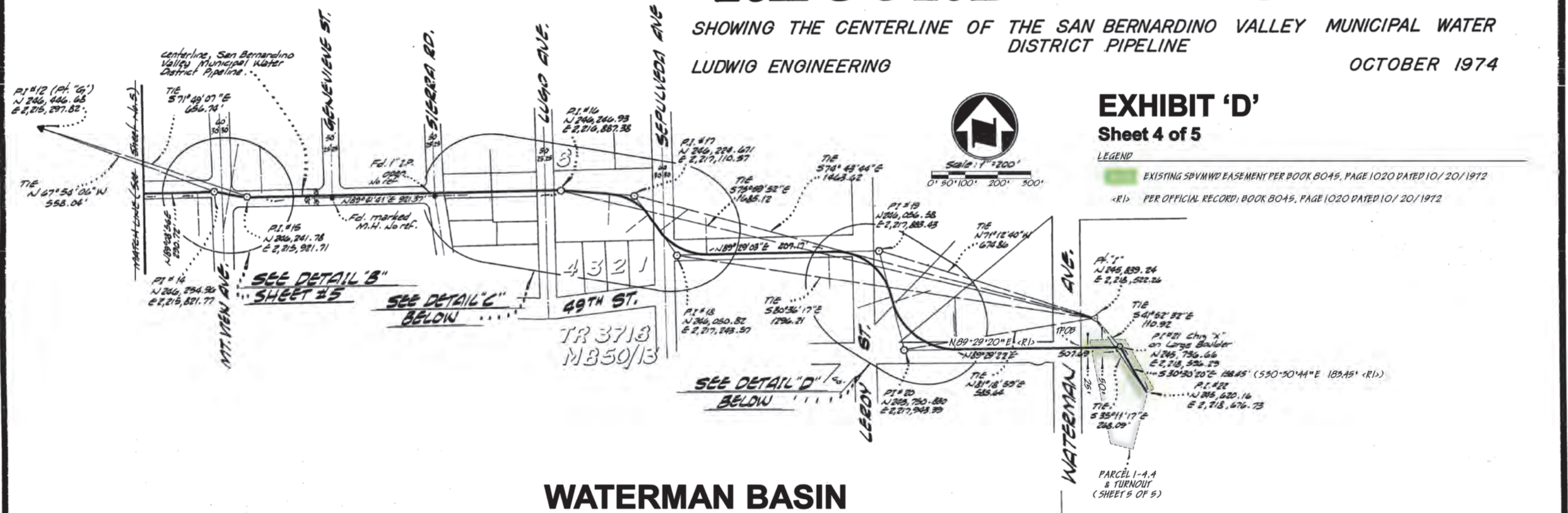
OCTOBER 1974

EXHIBIT 'D'

Sheet 4 of 5

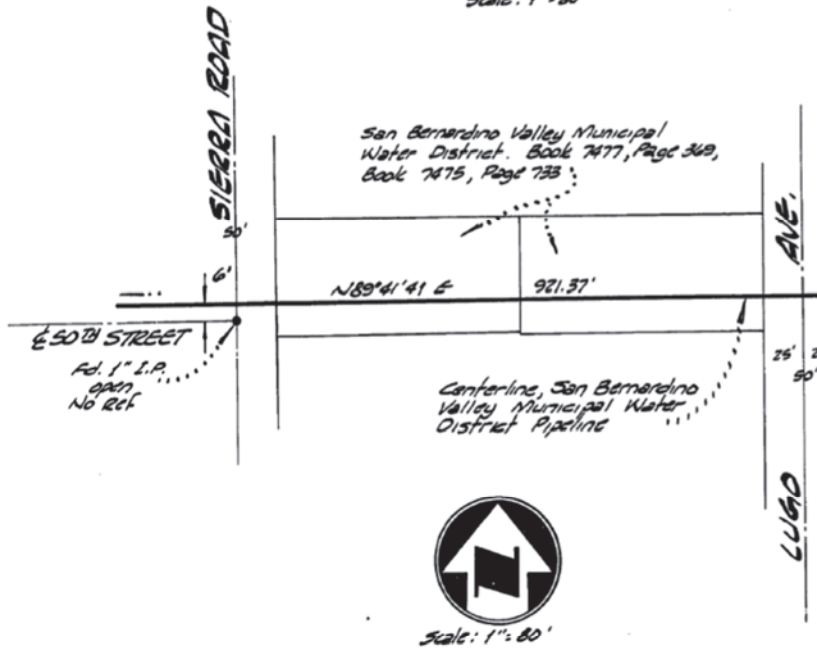
LEGEND

-  EXISTING SBVMWD EASEMENT PER BOOK 8045, PAGE 1020 DATED 10/20/1972
-  PER OFFICIAL RECORD, BOOK 8045, PAGE 1020 DATED 10/20/1972

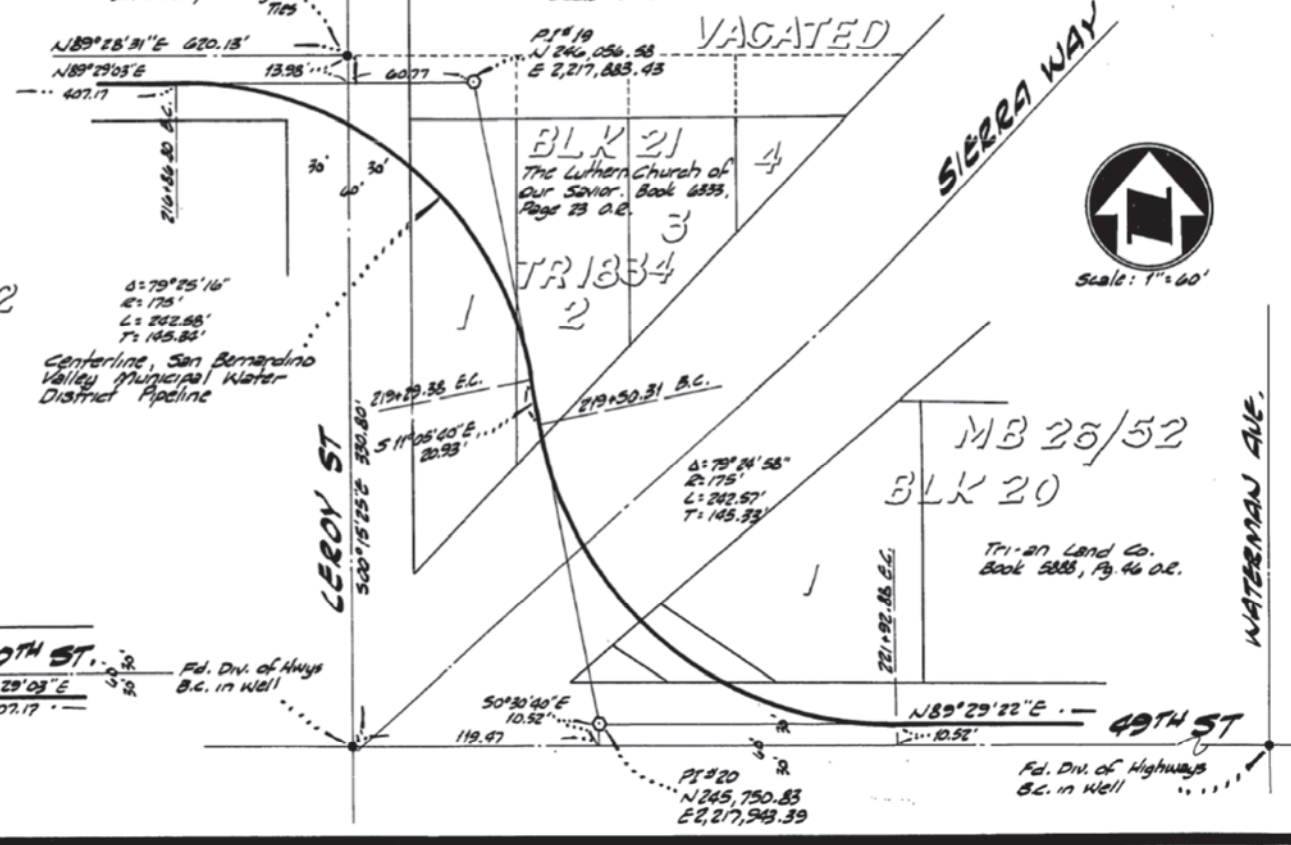


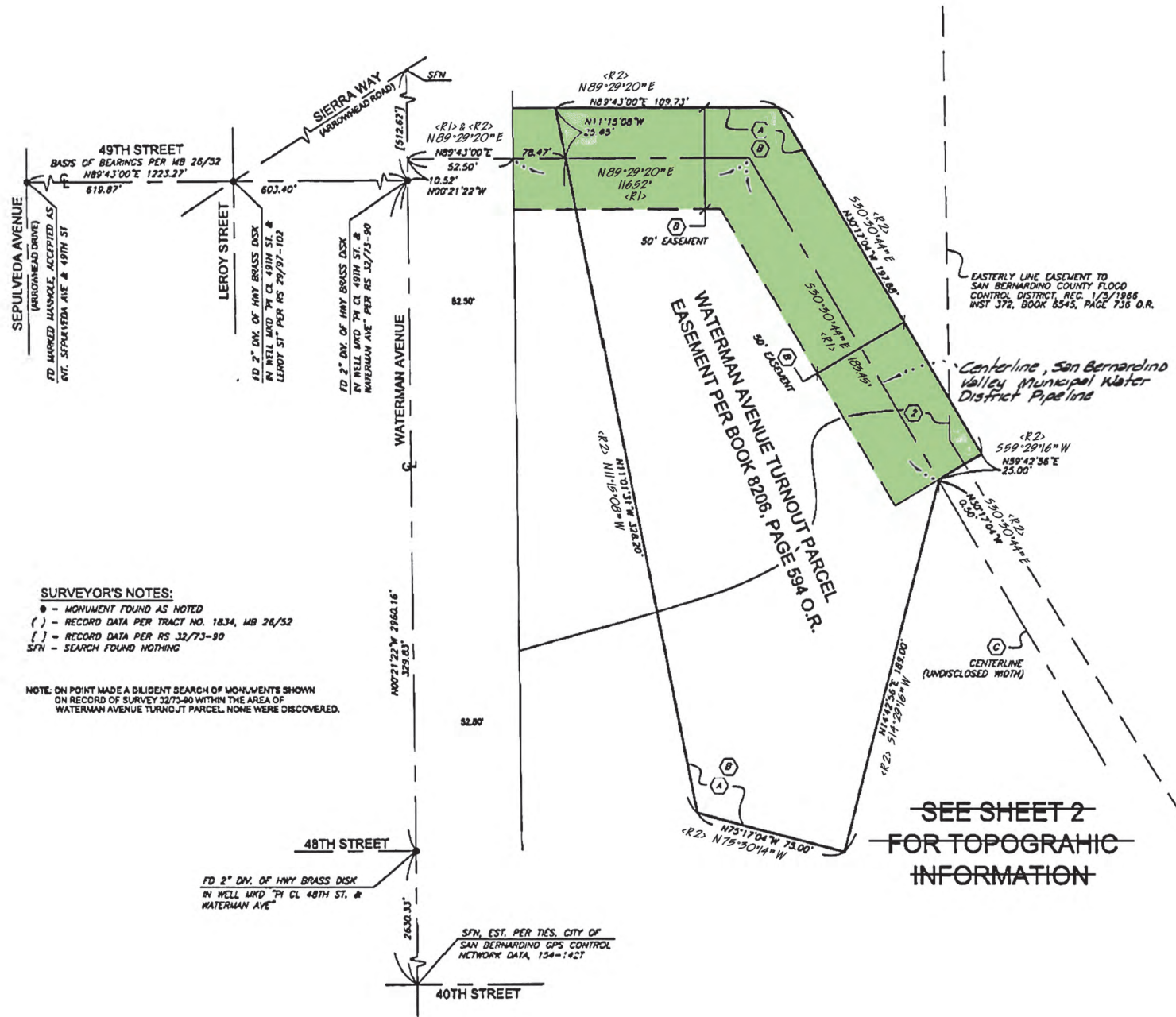
WATERMAN BASIN

DETAIL 'C'
Scale: 1" = 80'



DETAIL 'D'
Scale: 1" = 60'





SURVEYOR'S NOTES:
 ● - MONUMENT FOUND AS NOTED
 () - RECORD DATA PER TRACT NO. 1834, MB 26/32
 [] - RECORD DATA PER RS 32/73-90
 SFN - SEARCH FOUND NOTHING

NOTE: ON POINT MADE A DILIGENT SEARCH OF MONUMENTS SHOWN ON RECORD OF SURVEY 32/73-90 WITHIN THE AREA OF WATERMAN AVENUE TURNOUT PARCEL. NONE WERE DISCOVERED.

SEE SHEET 2 FOR TOPOGRAPHIC INFORMATION



SCHEDULE "B" TITLE NOTES

ITEM NUMBERS PER CLTA GUARANTEE REPORT PREPARED BY CHICAGO TITLE INSURANCE COMPANY ORDER NO. 00066005-992-1E2-JAB, DATED DECEMBER 18, 2016.

THE FOLLOWING ARE EASEMENTS DISCLOSED WITHIN SAID REPORT.
 (SURVEYOR'S COMMENTS IN PARENTHESES)

① INDICATES PLOTTED ITEM HEREON

1. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: THE COUNTY OF SAN BERNARDINO
 FOR: CONSTRUCTION AND MAINTENANCE OF WATER BASIN, DYKES, CHANNELS, FLOOD GATES, SPILLWAYS AND WELLS AND ALL OTHER CONSTRUCTION WORK NECESSARY FOR WATER CONSERVATION PURPOSES
 RECORDING DATE: NOVEMBER 22, 1939
 RECORDING NO: BOOK 1374, PAGE 425 OF OFFICIAL RECORDS
 AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT
 (EASEMENT IS BLANKET IN NATURE AND COVERS ALL OF THE WATERMAN AVENUE TURNOUT PARCEL)

2. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 ENTITLED: FIRST AMENDED FINAL ORDER OF CONDEMNATION
 COURT: SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
 CASE NO.: 104845
 IN FAVOR OF: SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
 PURPOSE: STREET AND HIGHWAY
 RECORDING DATE: JANUARY 05, 1966
 RECORDING NO: 372, IN BOOK 6545, PAGE 736 OF OFFICIAL RECORDS
 AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT
 (EASEMENT IS PLOTTED HEREON)

3. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 ENTITLED: JUDGMENT AND FINAL ORDER OF CONDEMNATION
 COURT: SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO
 CASE NO.: SCV 37088
 IN FAVOR OF: THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 PURPOSE: WATERLINE
 RECORDING DATE: JANUARY 19, 1989
 RECORDING NO: 19990020432 OF OFFICIAL RECORDS
 AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT
 (EASEMENT DOES NOT AFFECT THE WATERMAN AVENUE TURNOUT PARCEL)

FOLLOWING ARE EASEMENT NOT LISTED IN SAID REPORT BY CHICAGO TITLE INSURANCE COMPANY

④ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
 FOR: CONSTRUCTION, OPERATION, MAINTENANCE AND REPLACEMENT OF PIPELINE AND APPURTENANCES FOR CONSTRUCTION AND USE OF POWER RECOVERY AND DISSIPATION FACILITIES
 RECORDING NO: BOOK 8206, PAGE 594 OF OFFICIAL RECORDS
 AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT
 (EASEMENT IS PLOTTED HEREON)

⑤ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
 FOR: WATER TRANSMISSION AND RELATED FACILITIES.
 RECORDING NO: UNRECORDED/UNSIGNED AGREEMENT DATED SEPTEMBER 25, 1972
 AFFECTS: A PORTION OF SAID LAND AS MORE PARTICULARLY DESCRIBED IN SAID DOCUMENT
 (EASEMENT IS PLOTTED HEREON)

⑥ EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
 GRANTED TO: SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
 FOR: WATER TRANSMISSION PIPELINES.
 RECORDING NO: SHOWN ON RS 32/73-90
 (CENTERLINE OF EASEMENT PLOTTED HEREON, WIDTH UNDISCLOSED BY SAID DOCUMENT)

EXHIBIT 'D'
Sheet 5 of 5

LEGEND

- EXISTING SBVMWD EASEMENT PER BOOK 8045, PAGE 1020 DATED 10/20/1972
- <R1> PER OFFICIAL RECORD, BOOK 8045, PAGE 1020 DATED 10/20/1972
- <R2> PER OFFICIAL RECORD, BOOK 8206, PAGE 594 DATED 06/18/1975

WATERMAN BASIN

TURNOUT
 (WATERMAN AVENUE PARCEL)
 RECORDED DOCUMENT BOOK 8206, PAGE 594






<p>Revisions:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>No.</th> <th>Date</th> <th>By</th> <th>Description</th> <th>Approved</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>Designed: _____ Drawn: _____ Checked: GIL</p>	No.	Date	By	Description	Approved											 <p>1930 Orange Tree Lane, Suite 344 • Redlands, California • 92374 (909) 782-3221 • (909) 784-1836 fax cll@onpointlandsurveying.com</p>	 <p>Seal PROFESSIONAL LAND SURVEYOR GARY A. LEWIS No. 1801 Exp. 12-31-17 STATE OF CALIFORNIA</p>	<p>Prepared under the Supervision of: GARY A. LEWIS, PLS 8601 REGISTRATION NUMBER: 12-01-17 DATE: 8/29/17</p> <p>Scale: 1"=30' Date: DECEMBER 2016</p> <p>Prepared For: San Bernardino Valley Municipal Water District 380 East Vanderbilt Way San Bernardino, California 92408</p>	<p>Sheet No. 1 of 2 SHEET FILE NO. 299-001</p>
No.	Date	By	Description	Approved															

EXHIBIT E
SBVMWD MAPS

Easements - Badger Basin\Parcel 1-4.2,3

-  SBVMWD Easement
-  S.B. County Flood Control Parcel
-  SBVMWD Pipeline



1:3,600

Aerial Imagery: March, 2019

Parcel 1-4.2 Portion A
50' Permanent Easement




Badger Basin
Turnout Parcel

Parcel 1-4.2 Portion B
50' Permanent Easement

Parcel 1-4.3
50' Permanent Easement



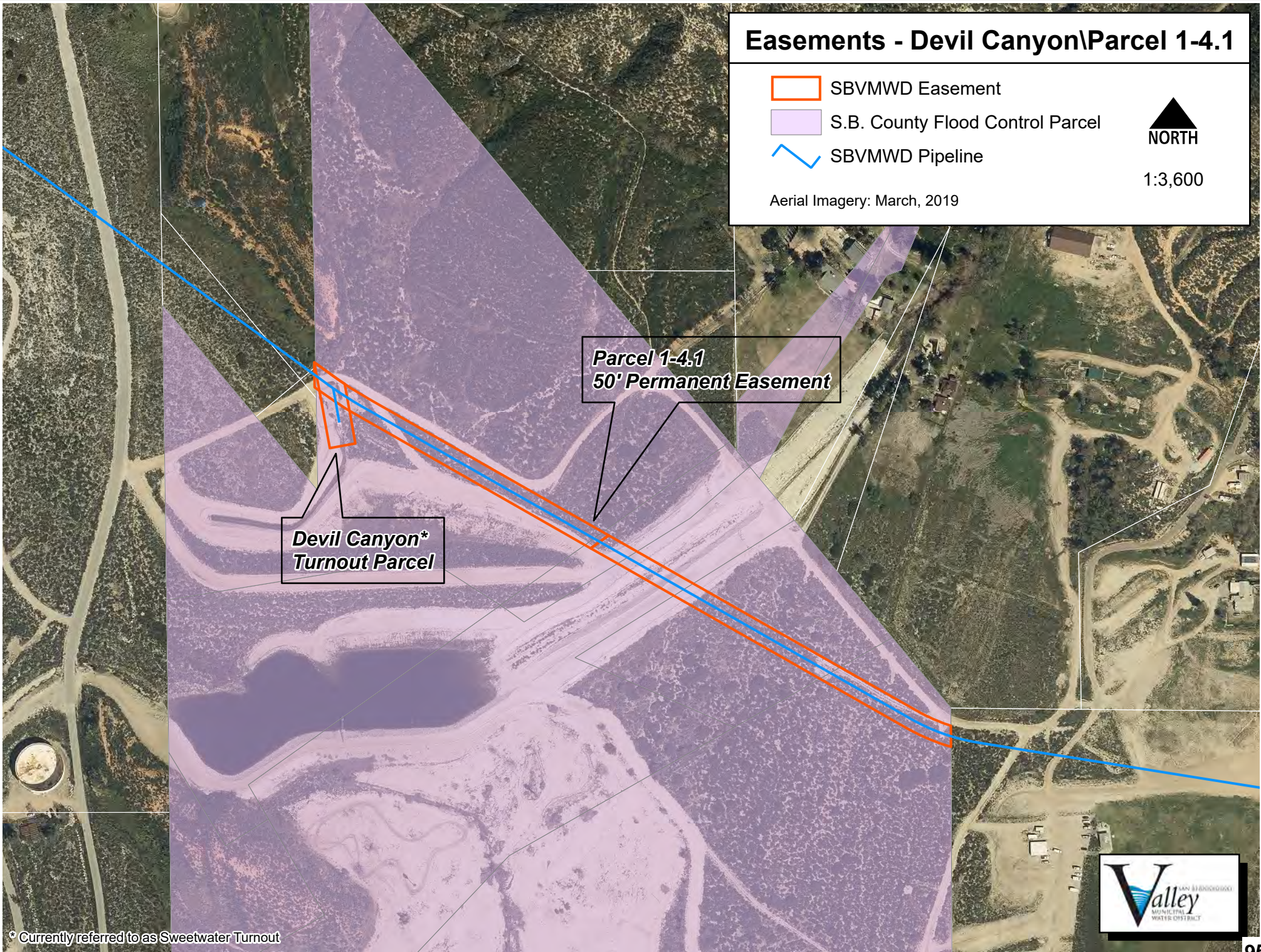
Easements - Devil Canyon\Parcel 1-4.1

-  SBVMWD Easement
-  S.B. County Flood Control Parcel
-  SBVMWD Pipeline



1:3,600




Aerial Imagery: March, 2019



* Currently referred to as Sweetwater Turnout



Easements - Waterman Ave\Parcel 1-4.4

-  SBVMWD Easement
-  S.B. County Flood Control Parcel
-  SBVMWD Pipeline



1:3,600

Aerial Imagery: March, 2019



**Parcel 1-4.4
50' Permanent Easement**

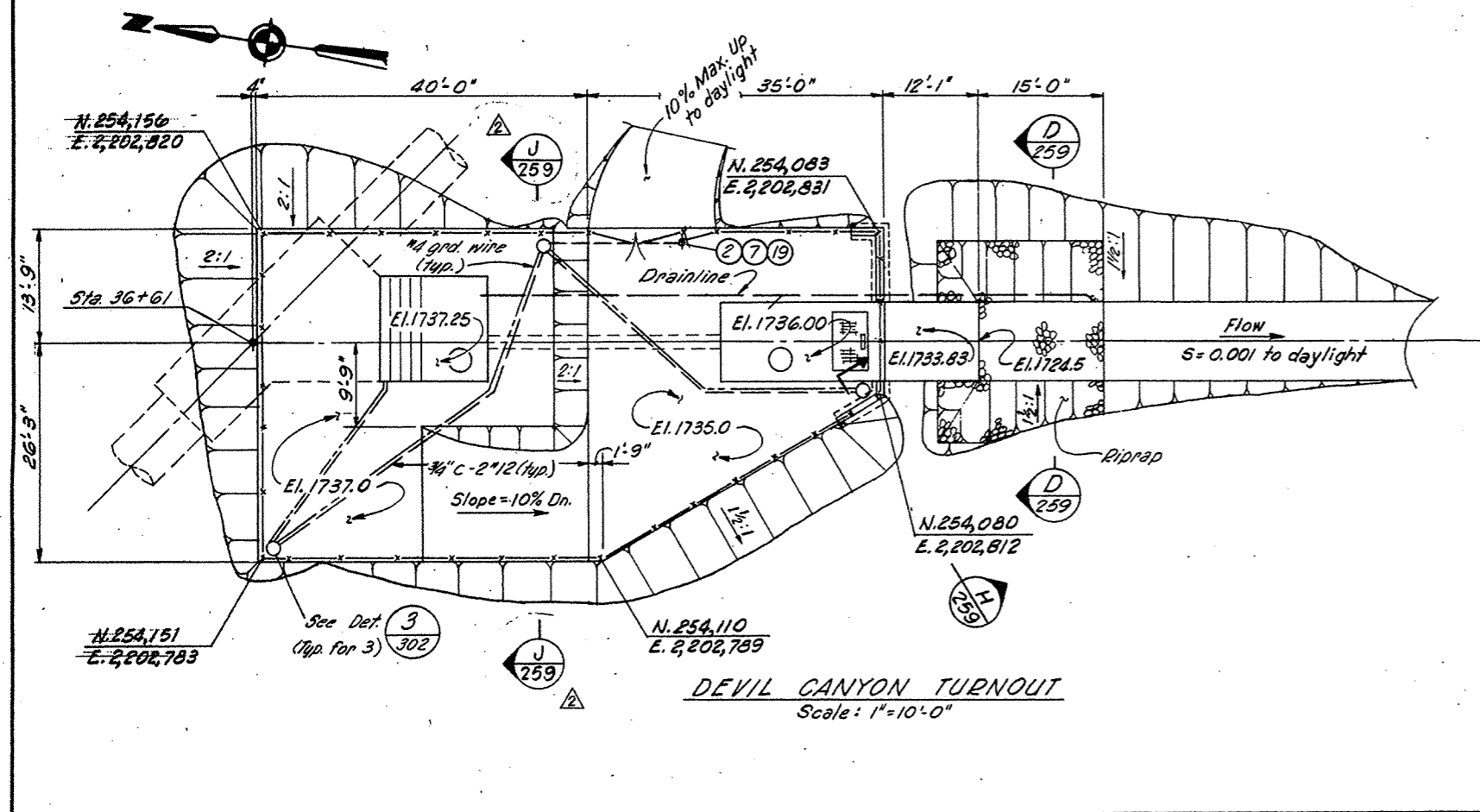
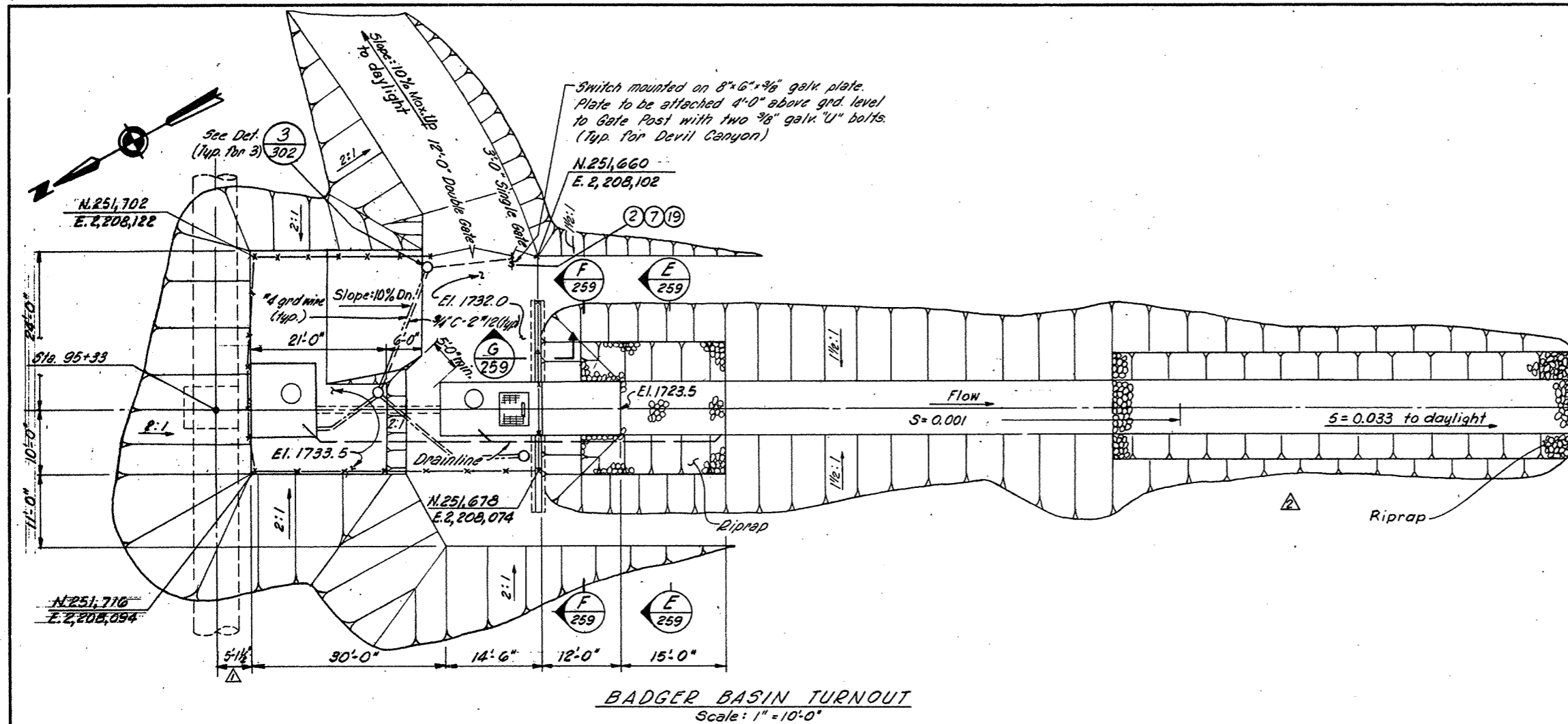
**Waterman Ave
Turnout Parcel**



ATTACHMENT 2

EXISTING RECHARGE IMPROVEMENTS

[ATTACHED BEHIND THIS COVER PAGE]



NOTES

1. Fence corners are indicated by approximate coordinates only and final location shall be determined after final grading is completed.

REFERENCE DRAWINGS

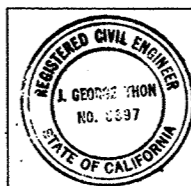
- C-205 Plan & Profile Sta. 27+50 to Sta. 37+00
- C-211 Plan & Profile Sta. 86+50 to Sta. 96+00
- C-259 Waterman Canyon-East Twin Creek - Turnout Site Plan
- C-260 Devil Canyon Turnout Structures, Plan & Sections
- C-262 Badger Basin Turnout Structures, Plan & Sections
- C-263 Waterman Canyon-East Twin Creek Turnout Structures - Plan & Sections
- C-265 Waterman Canyon-East Twin Creek Turnout Structures Telemetering Equipment Building
- C-266 Mayfield Avenue Turnout - Plan & Section
- C-270 Fencing Details
- M-290 Mechanical Details - Turnout Structures
- M-291 Instrumentation - Turnout Structures
- E-300 Devil Canyon and Badger Basin - Conduit Lighting and Grounding.
- E-302 Conduit, Lighting and Grounding - Sections and Details.



AS BUILT

NO.	DATE	REVISIONS	BY	CHK	ENGR	PROJ. CHIEF	CLIENT
Δ	9/1/72	As Built					
Δ	1/23/71	ISSUED FOR CONSTRUCTION					
○	9/21/70	ISSUED FOR PREPARATION OF PROPOSALS					

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
FOOTHILL PIPELINE
EAST BRANCH SECTION 1
DRAWINGS AND AS-BUILTS
No. 492 Drawing Size D
Page 1 of 1

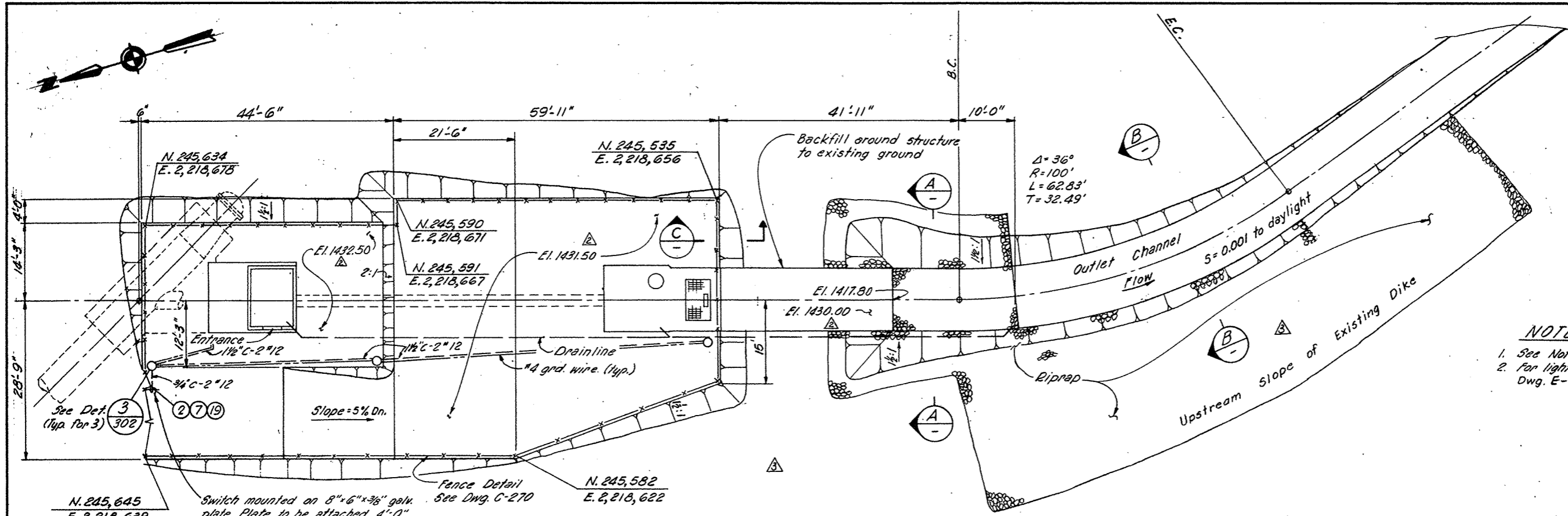


BECHTEL INCORPORATED
SAN FRANCISCO

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
WATER TRANSMISSION PROJECT

DEVIL CANYON AND BADGER BASIN TURNOUTS SITE PLANS

DATE	CHK	ENGR	PROJ. CHIEF	CLIENT
9/21/70	DSH	P.M.S.	CB	CB
JOB NO.	DRAWING NO.		REV.	
7843	7843 - C - 258		2	



- NOTES**
1. See Note 1, Dwg. C-258
 2. For light post details see Detail 3 Dwg. E-302.

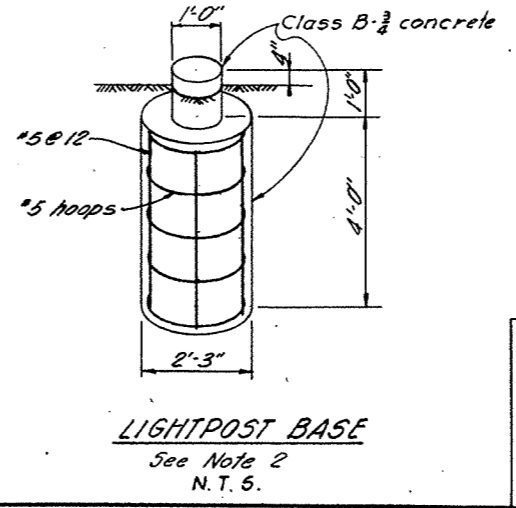
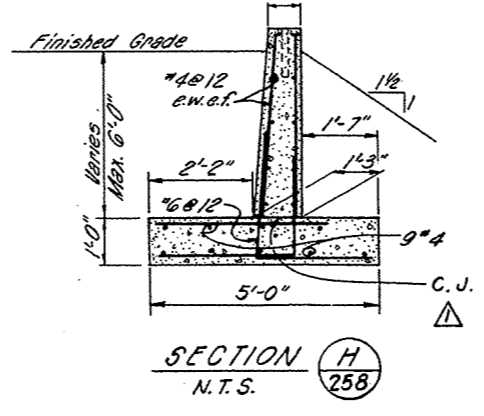
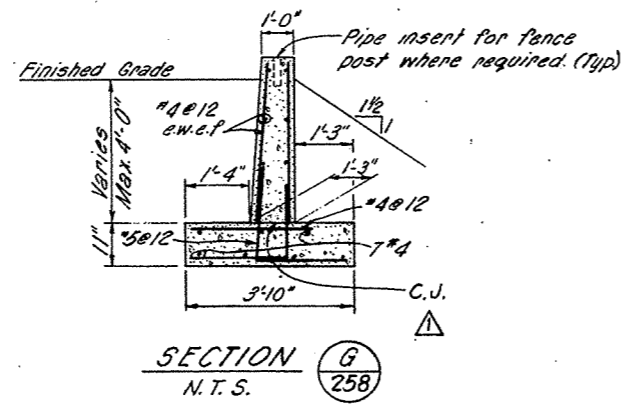
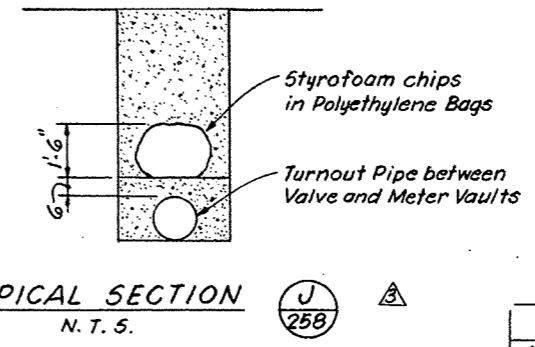
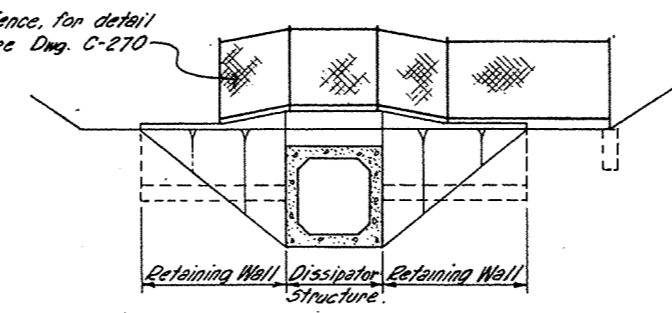
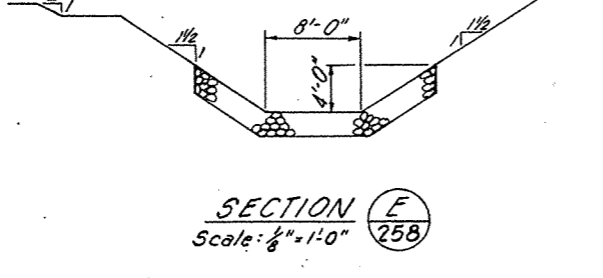
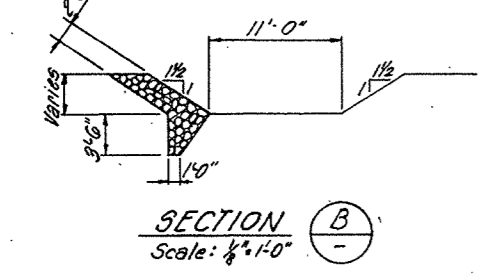
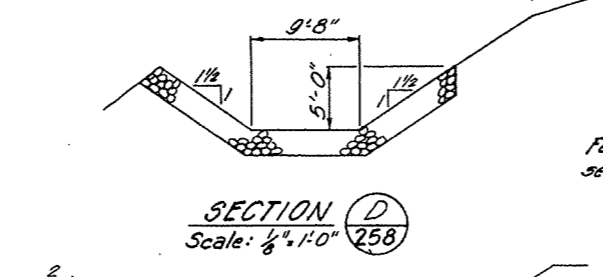
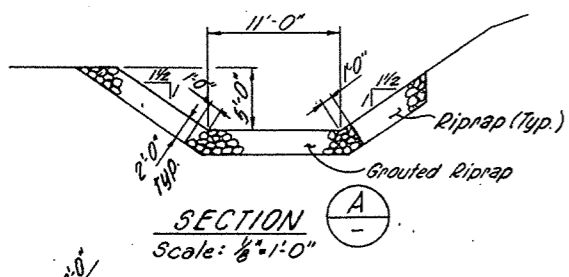
REFERENCE DRAWINGS

C-226 Plan & Profile Sta. 225+00 to Sta. 228+59

WATERMAN CANYON TURNOUT
Scale: 1" = 10'-0"

N. 245, 645
E. 2, 218, 639

Switch mounted on 8" x 6" x 3/8" galv. plate. Plate to be attached 4'-0" above grad. level to Gate post with two 3/8" galv. "U" bolts.



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
FOOTHILL PIPELINE
EAST BRANCH SECTION 1
DRAWINGS AND AS-BUILTS

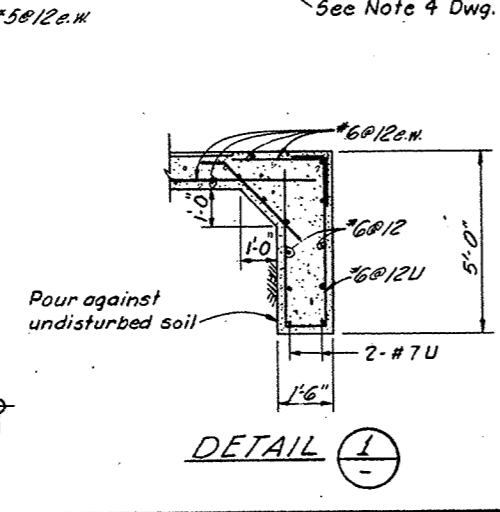
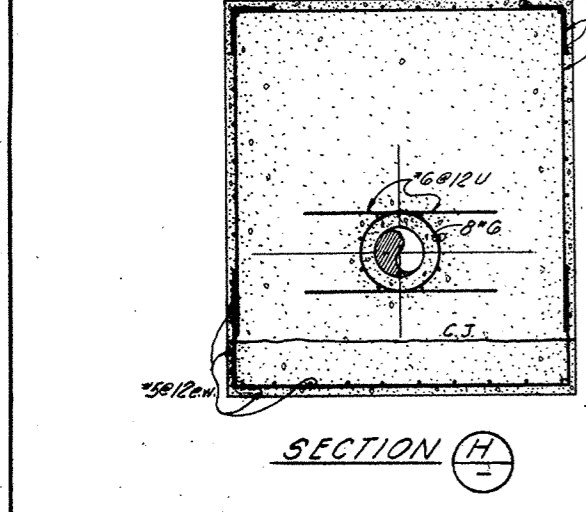
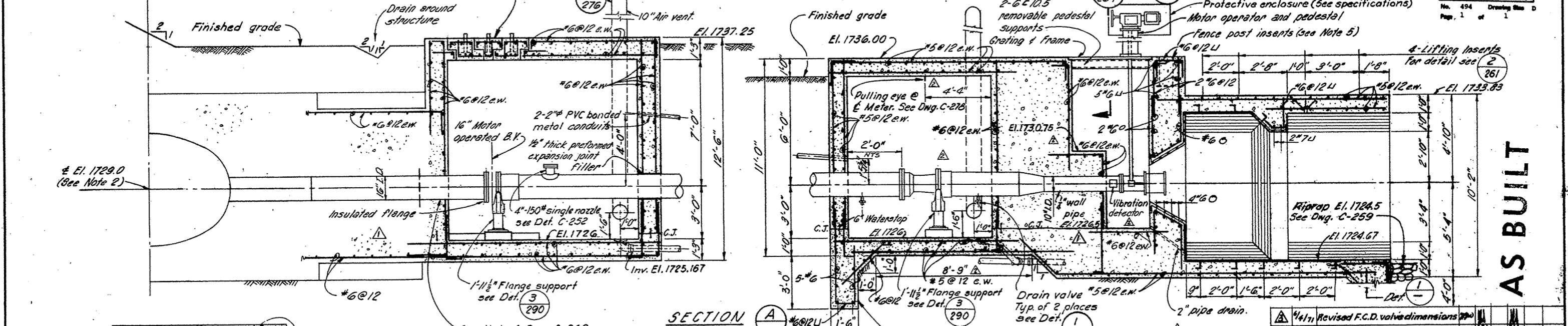
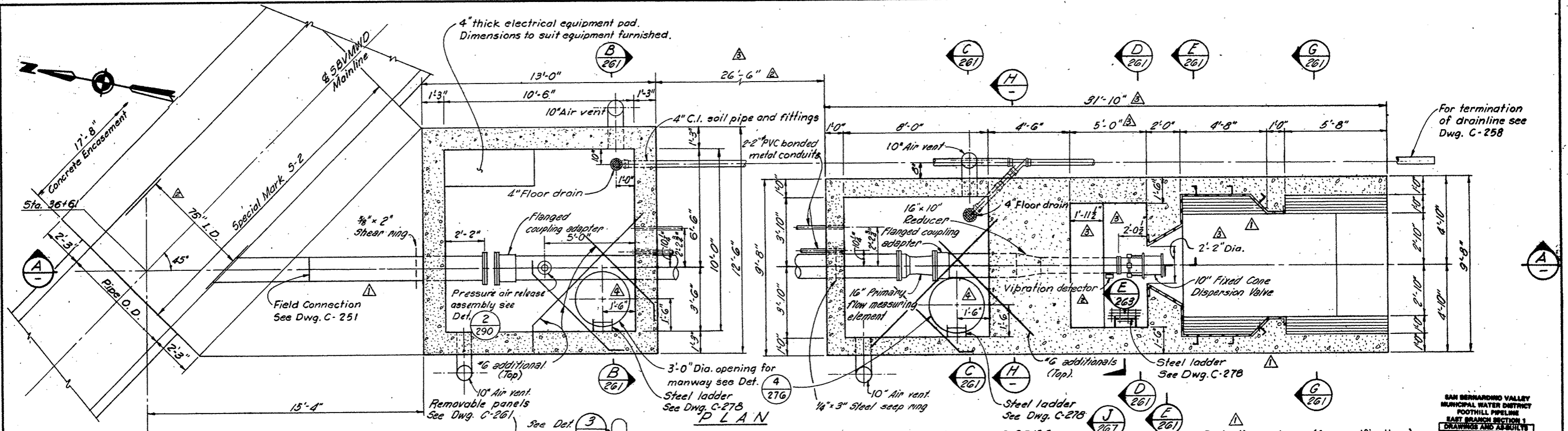
No. 493 of 1
Drawing Size D
Page 1 of 1

8 0 8 16 FT.
10 0 10 20 FT.

AS BUILT

AS BUILT	7/11/72	7/11/72	7/11/72	7/11/72	7/11/72	7/11/72	7/11/72	7/11/72	7/11/72
ISSUED FOR CONSTRUCTION	4/23/71	4/23/71	4/23/71	4/23/71	4/23/71	4/23/71	4/23/71	4/23/71	4/23/71
Addendum No. 1	10-2-70	10-2-70	10-2-70	10-2-70	10-2-70	10-2-70	10-2-70	10-2-70	10-2-70
ISSUED FOR PREPARATION OF PROPOSALS	9/21/70	9/21/70	9/21/70	9/21/70	9/21/70	9/21/70	9/21/70	9/21/70	9/21/70
NO.	DATE	REVISIONS	BY	CHK'G ENGR	PROJ. CHIEF ENGR	CLIENT			
BECHTEL INCORPORATED SAN FRANCISCO									
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT WATER TRANSMISSION PROJECT									
WATERMAN CANYON-EAST TWIN CREEK TURNOUT SITE PLAN									
9/21/70	DATE	7/11/72	DATE	R.M.S.	DATE	C.B.	DATE	CRB	DATE
7843	JOB NO.	7843-C-259	DRAWING NO.	3	REV.				





- GENERAL NOTES**
- Payline for structure backfill and excavation will be a vertical line 1'-6" outside neat lines of structures.
 - Fence post insert location to fit maximum post spacing of 10 feet.
 - Minimum clear cover of reinforcement shall be as follows unless otherwise noted: Concrete poured against rock or undisturbed soil. Beams, Walls & Construction Joints 1 1/2" Slabs 1"
 - Lapped splices and minimum embedment for starter bars and dowels shall be as follows unless otherwise noted:

	Top Bars	Other Bars
Bars #7 and smaller	24d	24d
Bars #8 and #9	30d	24d
Bars #10	36d	30d
 - Location of Construction Joints shall be as shown and subject to the approval of the Engineer.
 - Wall heights shown shall be adjusted to provide minimum floor slope of 1/8 inch per foot to drain.

9/21/70	ISSUED FOR CONSTRUCTION				
10-2-70	Addendum No. 1				
3/21/70	ISSUED FOR PREPARATION OF PROPOSALS				

NO.	DATE	REVISIONS	BY	CHK'D	ENGR.	CLIENT
1	9/21/70	ISSUED FOR CONSTRUCTION	JGT			
2	10-2-70	Addendum No. 1				
3	3/21/70	ISSUED FOR PREPARATION OF PROPOSALS	JGT			

AS BUILT	7/19/71	Relocated manholes, Changed drain pipe size.				
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BECHTEL INCORPORATED
SAN FRANCISCO

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
WATER TRANSMISSION PROJECT

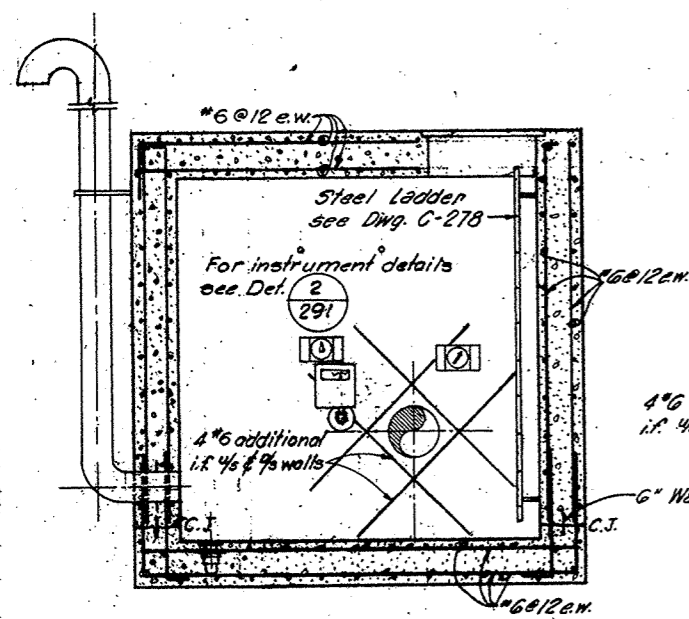
DEVIL CANYON TURNOUT STRUCTURES
PLAN AND SECTIONS

9/21/70 DATE
R.M.S. T.D. C.M.K. C.B. J.G.T. ENGR.
JOB NO. 7843 DRAWING NO. 7843-C-260

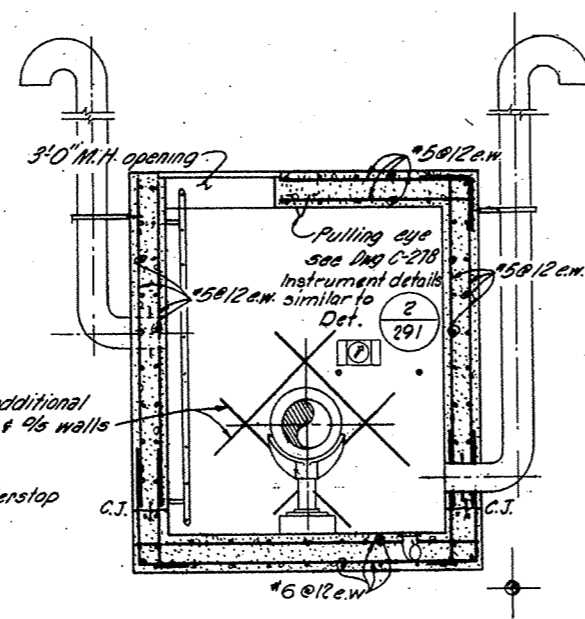
REGISTERED CIVIL ENGINEER
J. GEORGE THOM
NO. 8297
STATE OF CALIFORNIA

AS BUILT

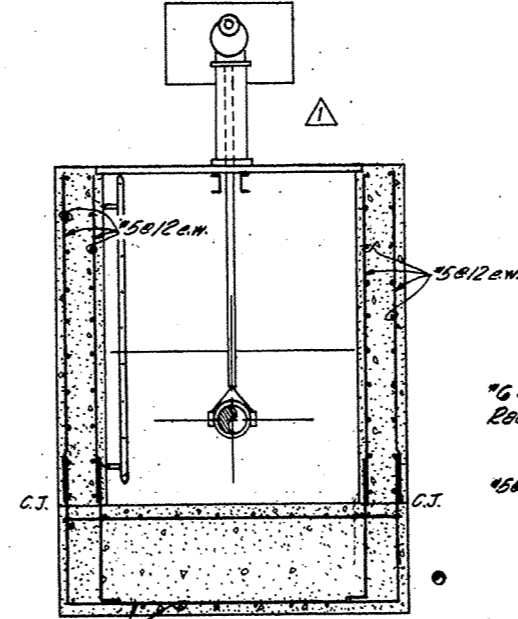
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
FOOTHILL PIPELINE
EAST BRANCH SECTION 1
DRAWINGS AND AS-BUILTS
No. 494 Drawing No. D
Page 1 of 1



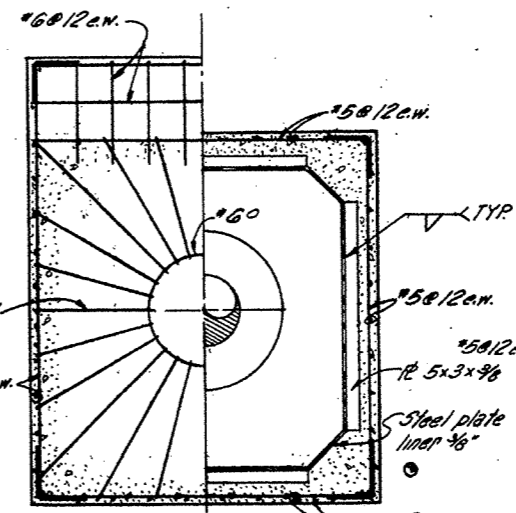
SECTION B
260



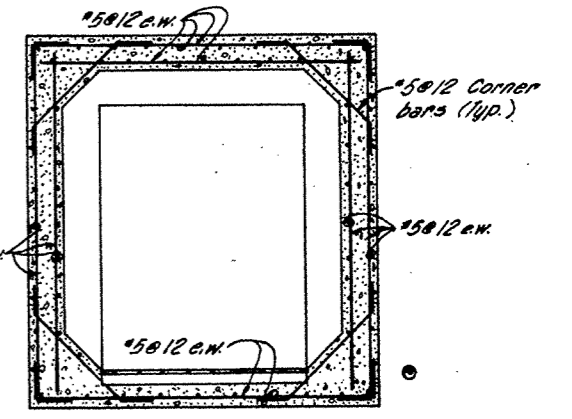
SECTION C
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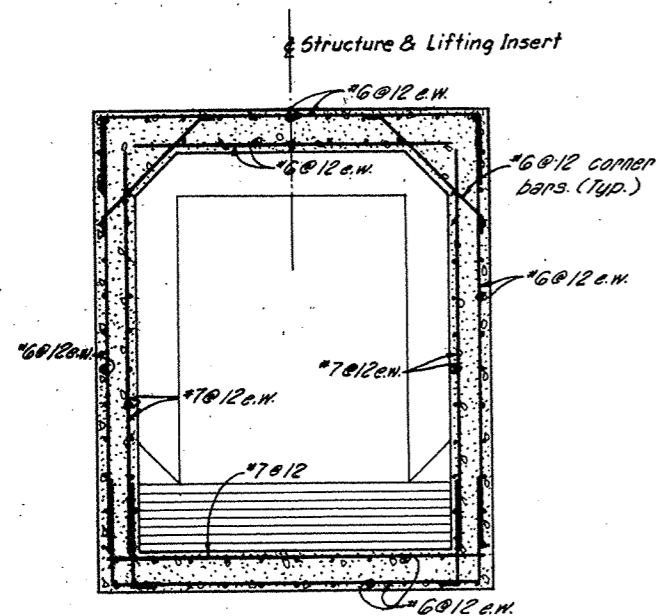
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260



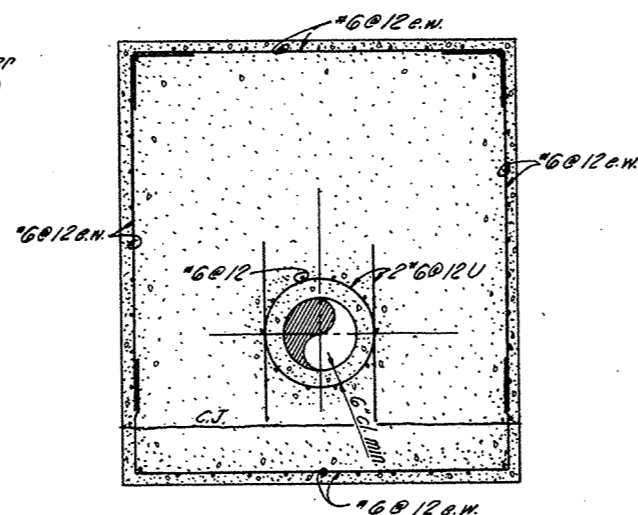
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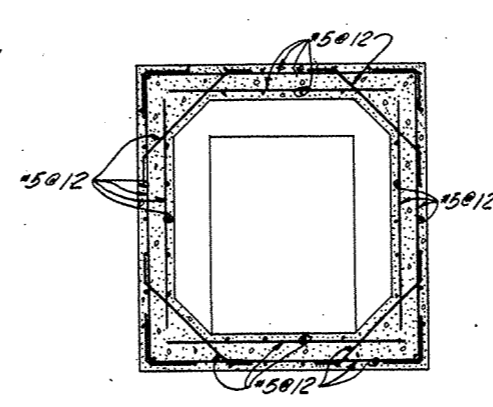
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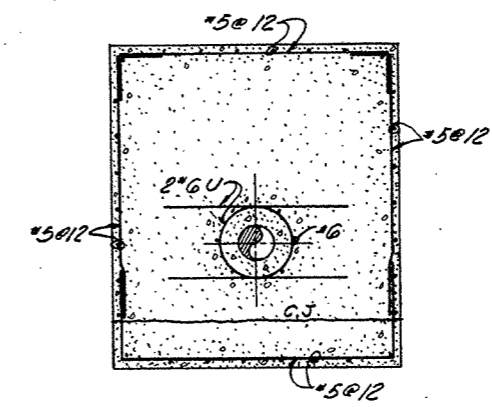
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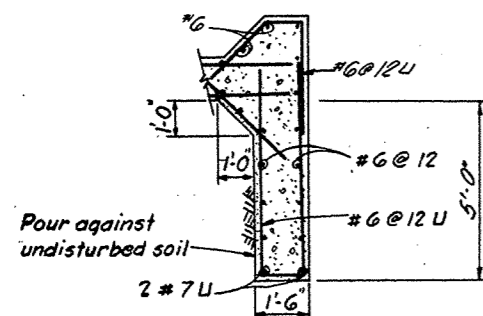
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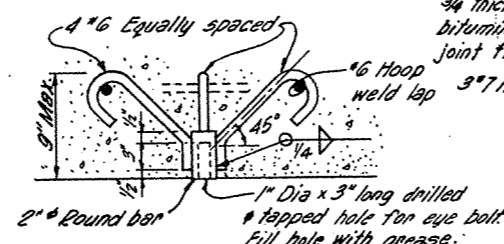
SECTION L
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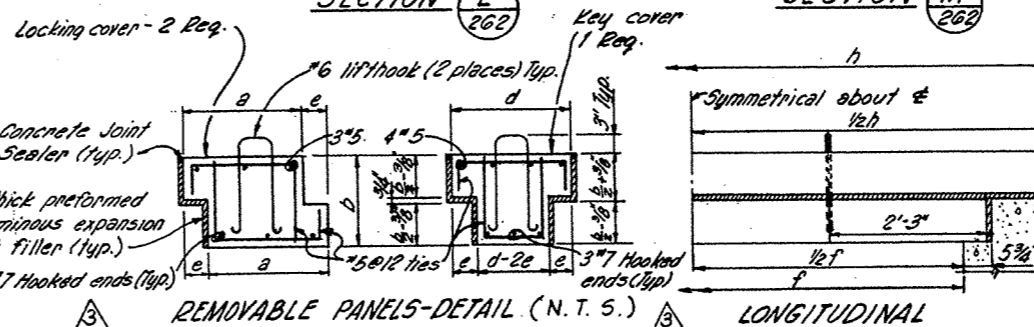
SECTION M
262



DETAIL I
264



TYPICAL LIFTING INSERT-DETAIL
NTS
260, 262, 264

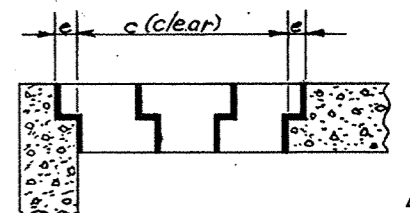


REMOVABLE PANELS-DETAIL (N.T.S.) LONGITUDINAL

TURNOUT STRUCTURE	a	b	c	d	e	f	h
Devil Canyon	1'-5 1/4"	1'-3"	4'-1 1/2"	1'-8"	4"	10'-0"	12'-6"
Badger Basin	11"	1'-0"	3'-0"	1'-3 1/2"	2 1/2"	9'-0"	11'-0"
Waterman							
Valve Vault	1'-8"	1'-3"	4'-7"	1'-6 1/2"	3 1/4"	10'-0"	12'-6"
Meter Vault	1'-5 1/4"	1'-2"	4'-1 1/2"	1'-8"	4"	9'-0"	11'-10"
Moufield							
Valve Vault	1'-4"	1'-3"	3'-11"	1'-6 1/2"	3 1/4"	7'-6"	10'-0"
Meter Vault	1'-4 3/4"	1'-3"	4'-0 1/2"	1'-6 1/2"	3 1/8"	10'-3"	12'-9"

NOTES

1. See General Notes on Drawing C-260



REMOVABLE PANEL SEAT TRANSVERSE VIEW (N.T.S.)

AS BUILT

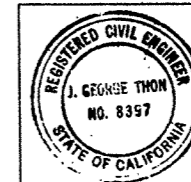
NO.	DATE	REVISIONS	BY	CHK	ENGR	PROJ. CHIEF ENGR	CLIENT
1	10/12	AS BUILT					
2	11/27	CORRECTED PANEL DIMENSIONS, ADDED PANEL SEAT VIEW					
3	1/23/77	ISSUED FOR CONSTRUCTION					
4	10-2-70	Addendum No. 1					
5	9/21/70	ISSUED FOR PREPARATION OF PROPOSALS					

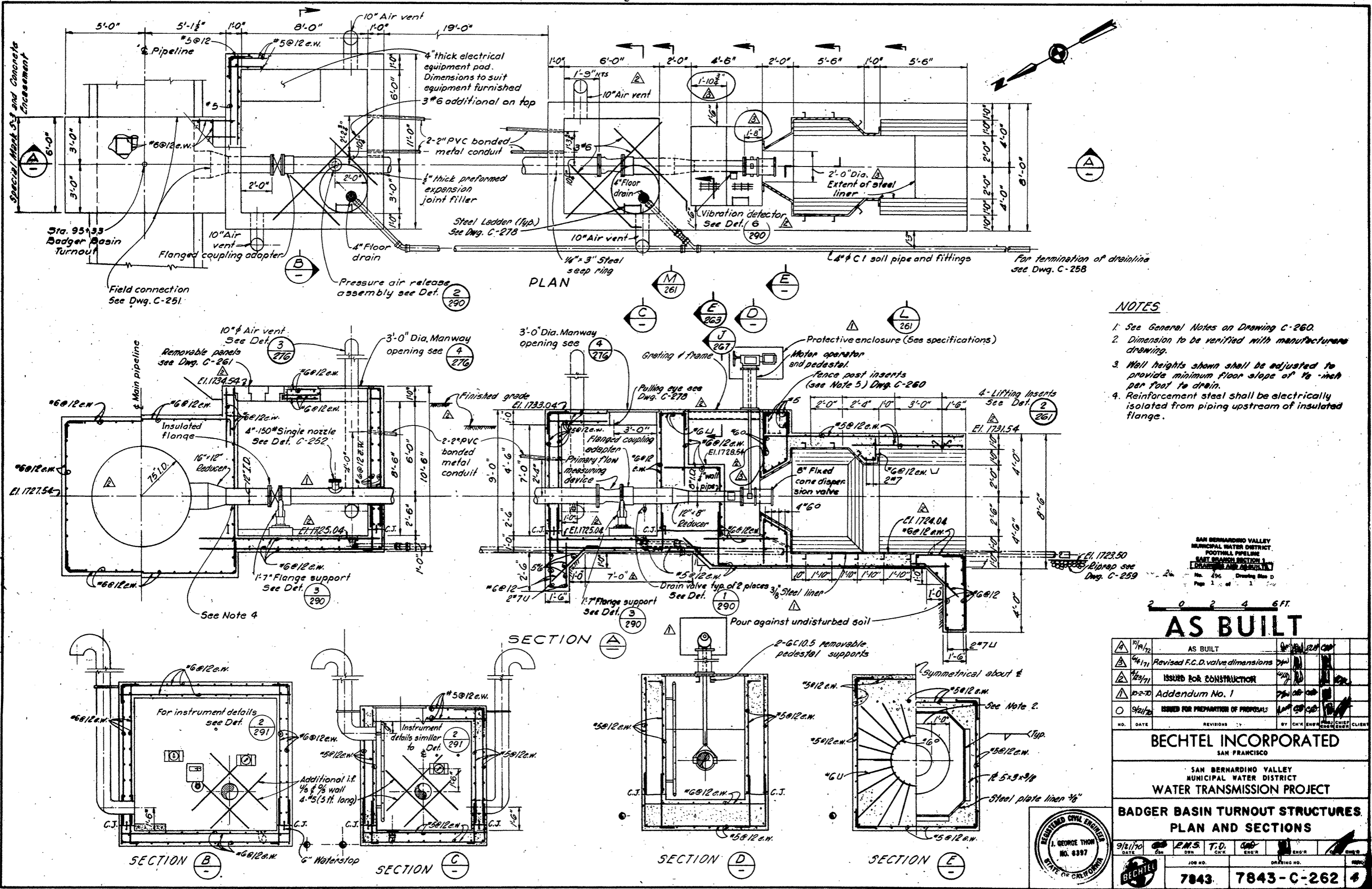
BECHTEL INCORPORATED
SAN FRANCISCO

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
FOOTHILL PIPELINE
EAST BRANCH SECTION 1
DRAWINGS AND RESULTS

TURNOUT STRUCTURES SECTIONS

DATE	DESIGNER	CHECKER	ENGR.	PAV. ENGR.	ENGR.
9/21/70	R.M.S.	T.D.			
JOB NO.	DRAWING NO.	REV.			
7843	7843-C-261				





- NOTES**
1. See General Notes on Drawing C-260.
 2. Dimension to be verified with manufacturer's drawing.
 3. Wall heights shown shall be adjusted to provide minimum floor slope of 1/8 inch per foot to drain.
 4. Reinforcement steel shall be electrically isolated from piping upstream of insulated flange.

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT
FOOTHILL PIPELINE
EAST BRANCH SECTION I
DRAWINGS AND ASSEMBLY
No. 496 Drawing No. D
Page 1 of 1

2 0 2 4 6 FT.

AS BUILT

4/19/72	AS BUILT		
4/17/71	Revised F.C.D. valve dimensions		
12/7/71	ISSUED FOR CONSTRUCTION		
10-2-70	Addendum No. 1		
9/21/70	ISSUED FOR PREPARATION OF PROPOSALS		
NO. DATE	REVISIONS	BY	CHEK ENGR. CHIEF CLERK

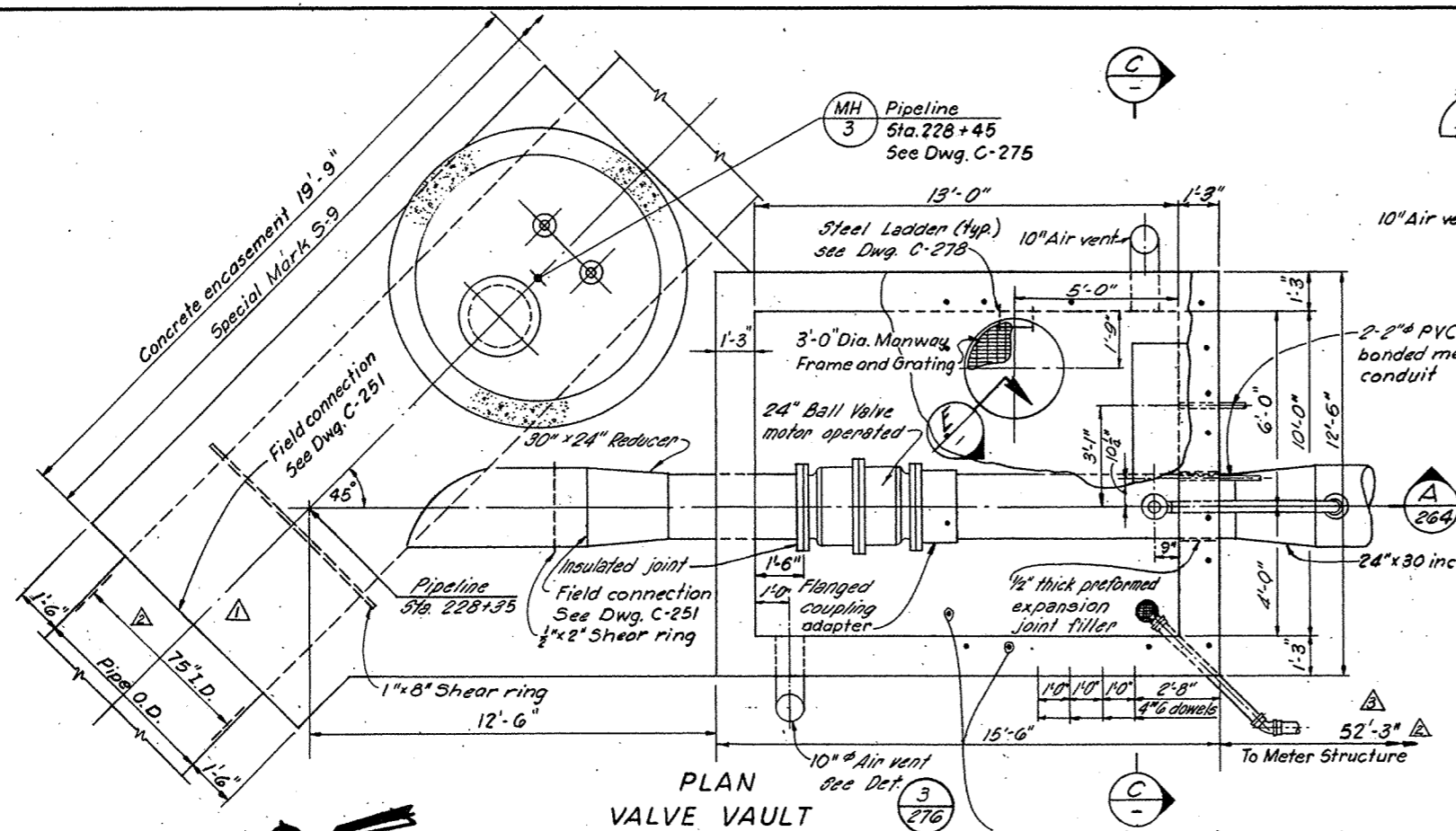
BECHTEL INCORPORATED
SAN FRANCISCO

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT
WATER TRANSMISSION PROJECT

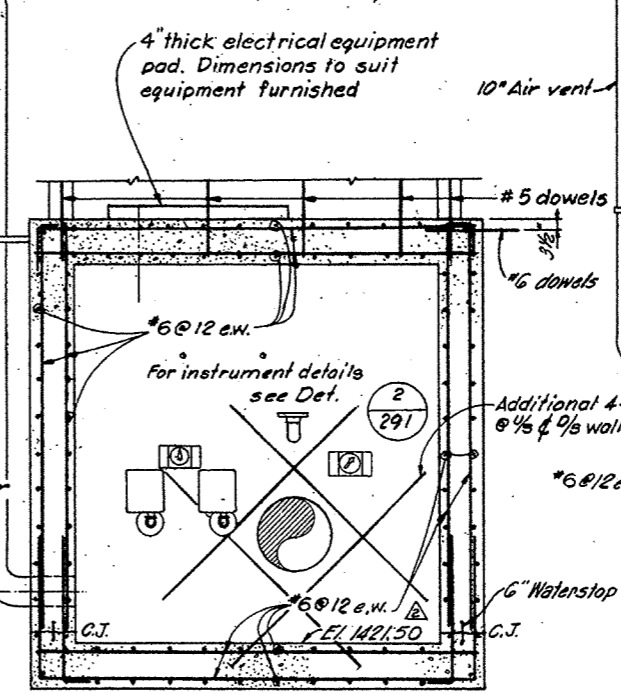
**BADGER BASIN TURNOUT STRUCTURES
PLAN AND SECTIONS**

9/21/70 DATE
RMS T.D. CHN ENGR.
JOB NO. DRAWING NO.
7843 7843-C-262

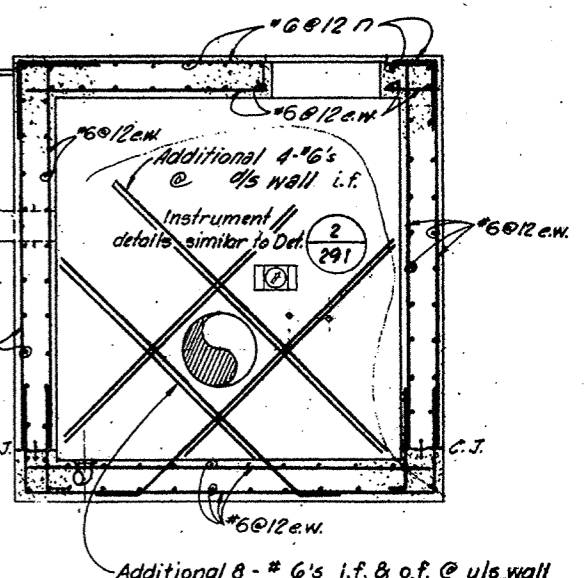
REGISTERED CIVIL ENGINEER
J. GEORGE THOM
NO. 8397
STATE OF CALIFORNIA



PLAN VALVE VAULT
 Scale 3/8" = 1'-0"



SECTION C
 Scale 3/8" = 1'-0"



SECTION D
 Scale 3/8" = 1'-0"

NOTES:
 1. See General Notes on Drawing C-260.

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
 FOOTHILL PIPELINE
 EAST BRANCH SECTION I
 DRAWINGS AND AS-BUILTS
 No. 497 Drawing Size D
 Page 1 of 1



AS BUILT

NO.	DATE	REVISIONS	BY	CHECKED	APPROVED	CLIENT
10/14/70		AS BUILT	JW	BL	ELH/APP	
7/19/71		Relocated meter vault manhole	JW	BL	ELH/APP	
10/14/71		Revised F.C.D. valve dimensions	JW	BL	ELH/APP	
7/29/71		ISSUED FOR CONSTRUCTION	JW	BL	ELH/APP	
10-2-70		Addendum No. 1	JW	BL	ELH/APP	
9/21/70		ISSUED FOR PREPARATION OF PROPOSALS	JW	BL	ELH/APP	

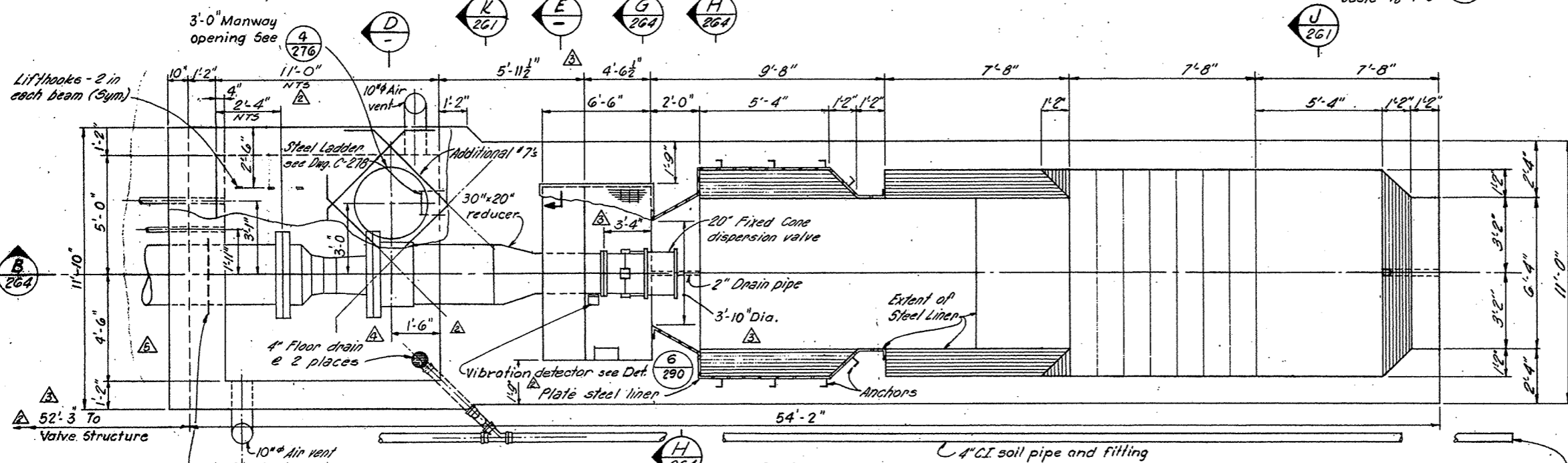
BECHTEL INCORPORATED
 SAN FRANCISCO

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
 WATER TRANSMISSION PROJECT

WATERMAN CANYON-EAST TWIN CREEK TURNOUT STRUCTURES
 PLAN AND SECTIONS

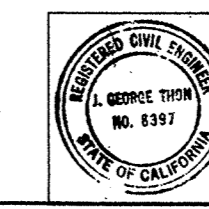
DATE	JOB NO.	NO.	T.D.	ENGR.	CHKD.	APP.	CLIENT
9/21/70	8743	NO. 6397		JW	BL	ELH/APP	

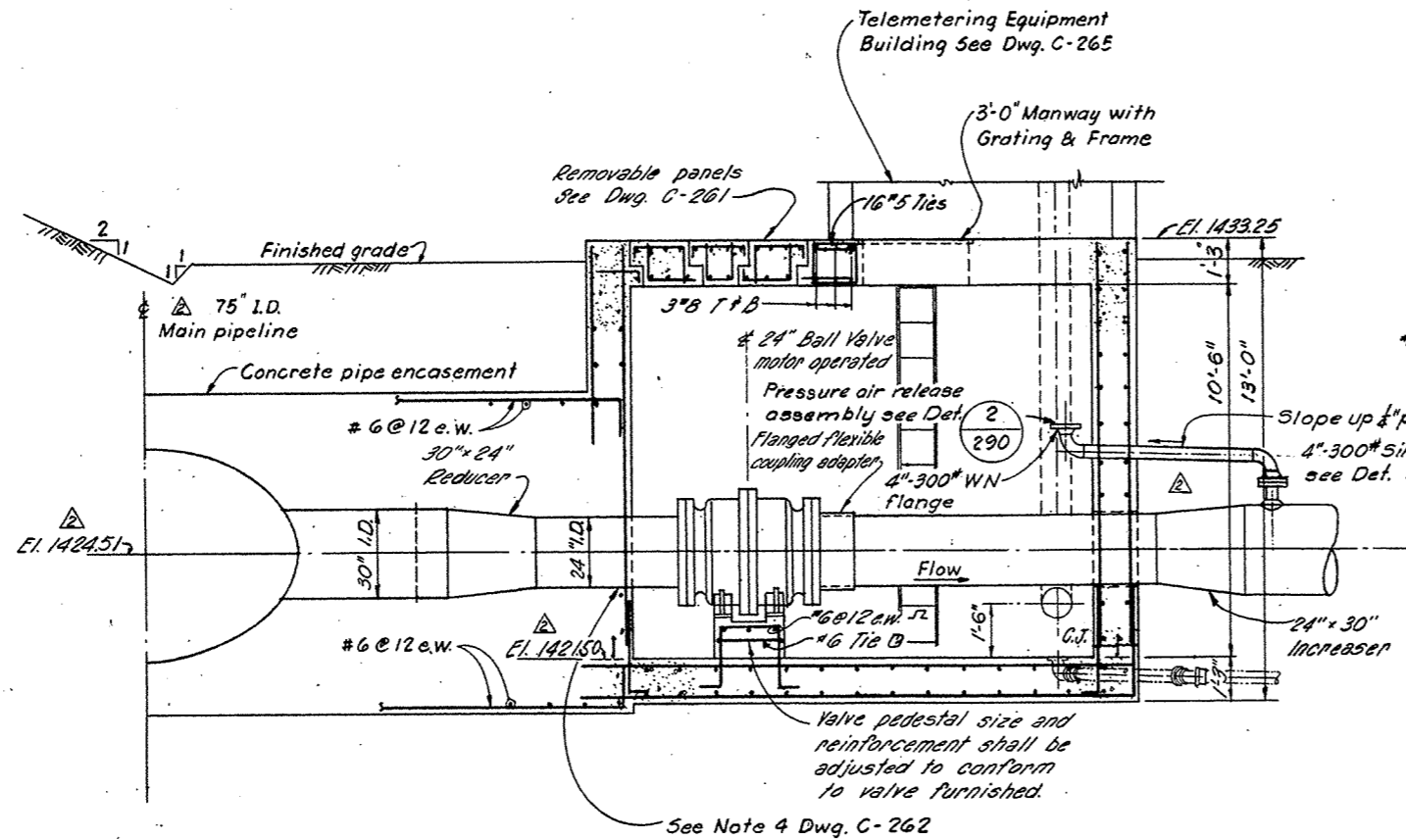
8743 8743-C-263 5



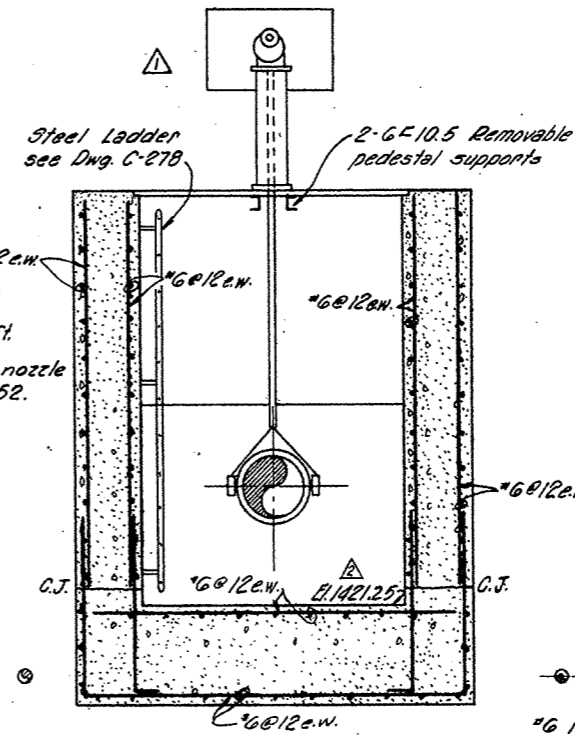
PLAN METER AND DISSIPATOR VAULTS
 (Continued from above, See Dwg. C-259)
 Scale 3/8" = 1'-0"

SECTION E
 Scale 3" = 1'-0"

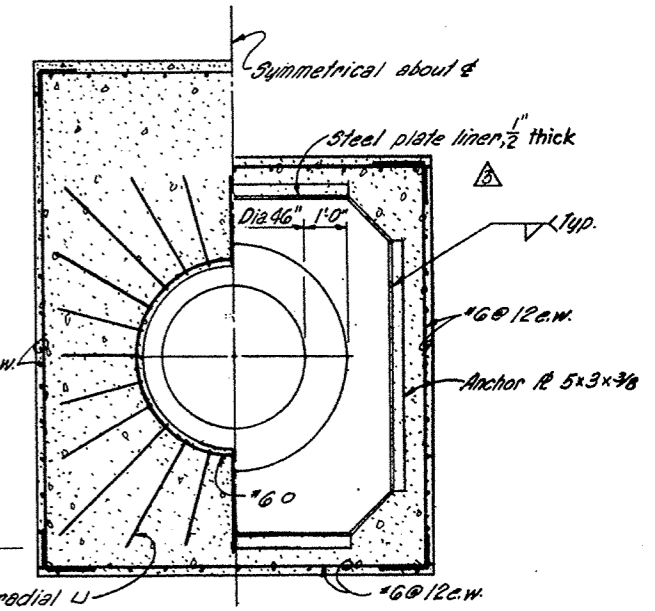




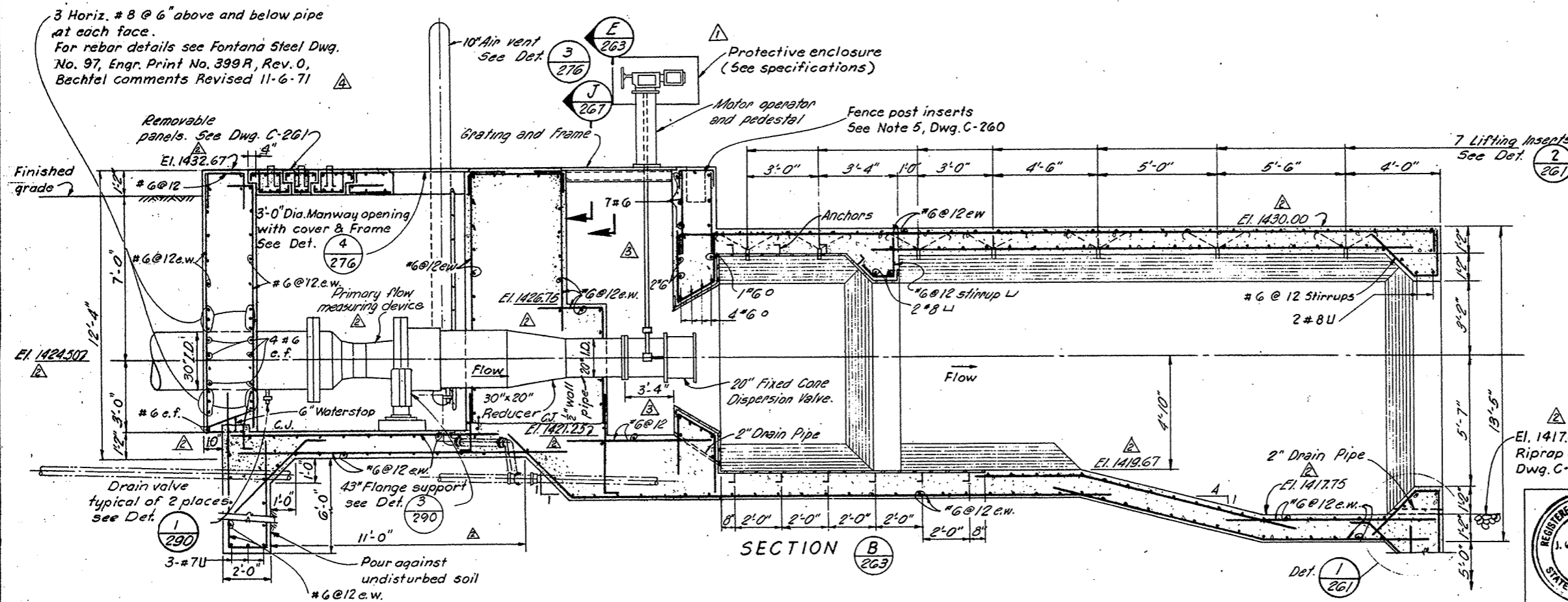
SECTION A (263)



SECTION G (263)



SECTION H (263)



SECTION B (263)

NOTES

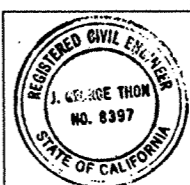
1. See General Notes on Drawing C-260.
2. Wall heights shown shall be adjusted to provide minimum floor slope of 1/8 inch per foot to drain.

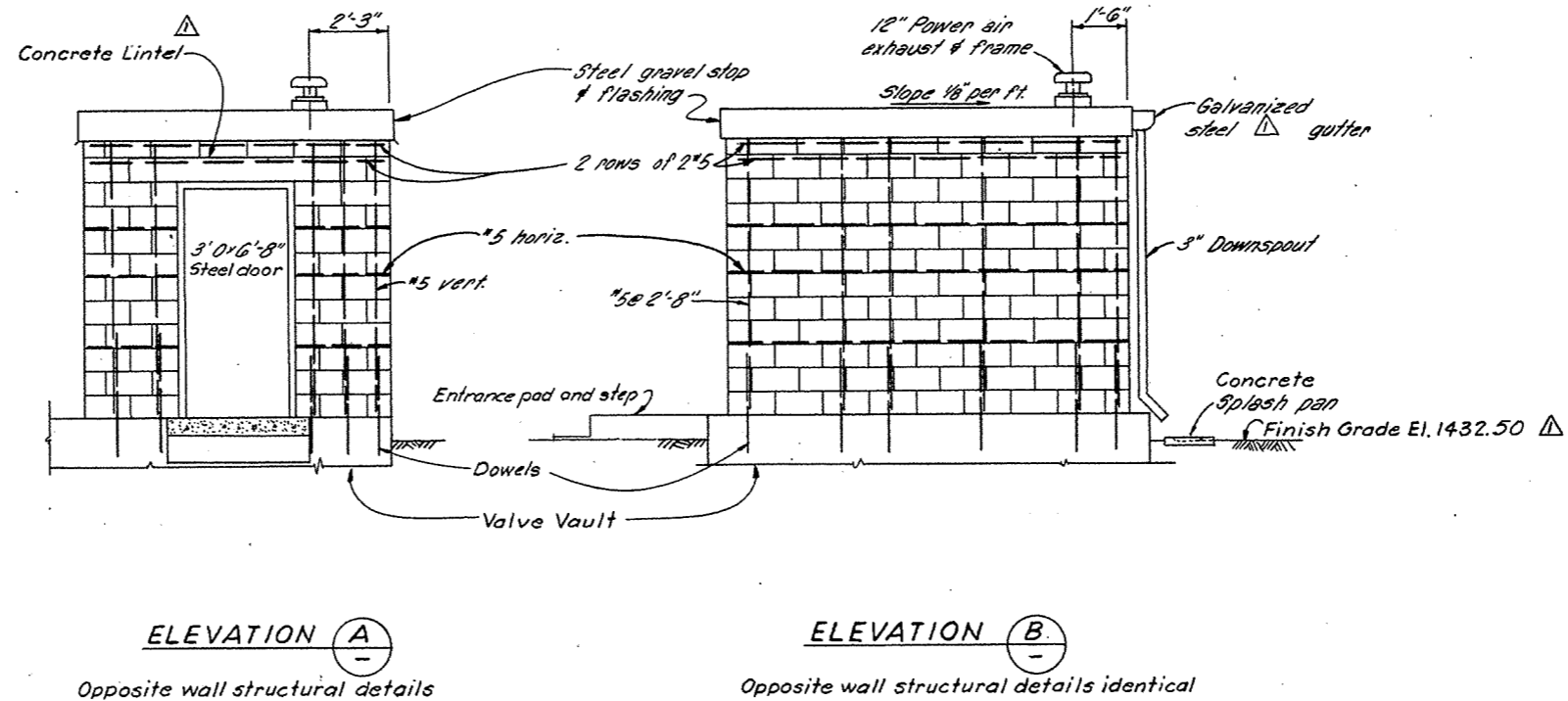
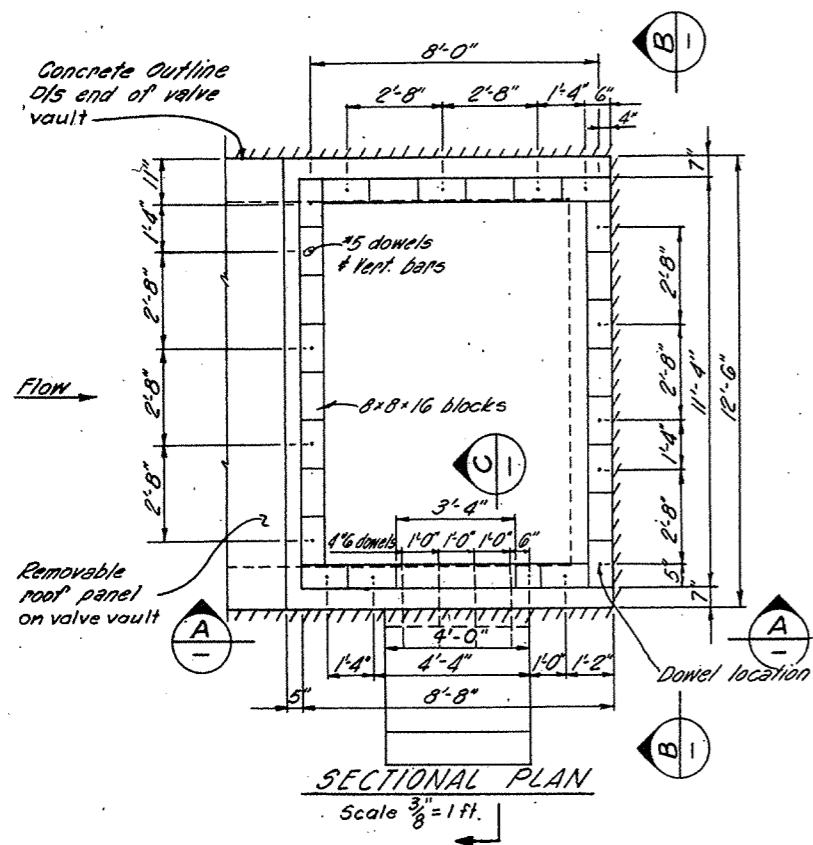
SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT
FOOTHILL PIPELINE
EAST BRANCH SECTION 1
DRAWINGS AND AS-BUILTS
No. 498 Drawing Size D
Page 1 of 1

0 2 4 6 FT.

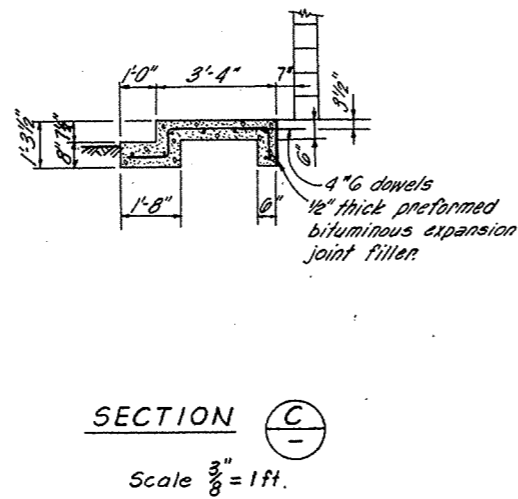
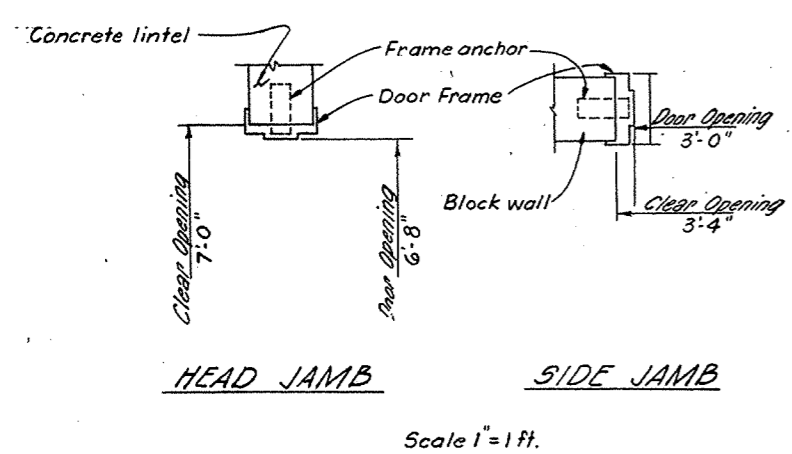
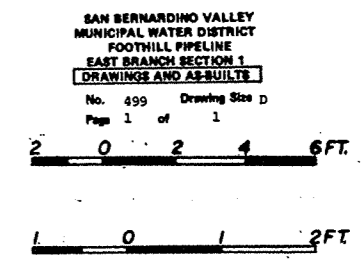
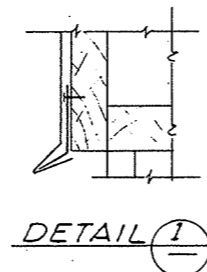
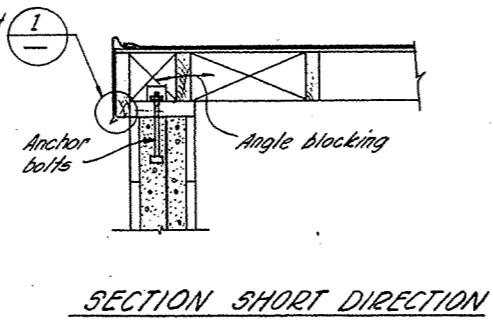
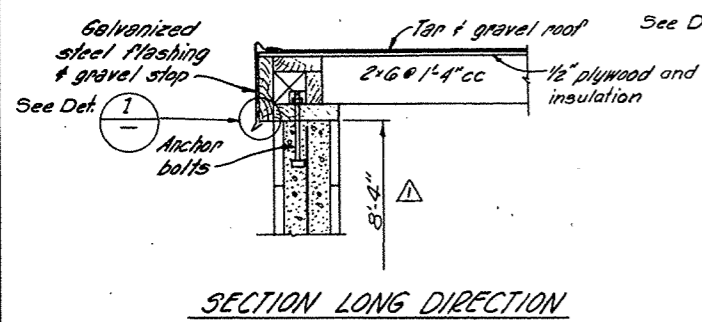
AS BUILT

9/19/72	AS BUILT	JM	PL	RL	CB
4/17/71	Revised F.C.D. valve dimensions	JM	PL	RL	CB
4/21/71	ISSUED FOR CONSTRUCTION	JM	PL	RL	CB
10-2-70	Addendum No. 1	JM	PL	RL	CB
9/2/70	ISSUED FOR PREPARATION OF PROPOSALS	JM	PL	RL	CB
NO. DATE	REVISIONS	BY	CHK' ENGR	PROJ. CHIEF ENGR	CLIENT
BECHTEL INCORPORATED SAN FRANCISCO					
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT WATER TRANSMISSION PROJECT					
WATERMAN CANYON-EAST TWIN CREEK TURNOUT STRUCTURES SECTIONS					
9/2/72	DATE	RMS	T.D.	CS	ENGR
7843	JOB NO.	7843-C-264	DRAWING NO.	4	REV.



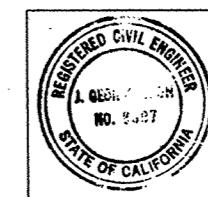


NOTES
1. See Dwg. C-263 and C-264 for Valve Structure details.



AS BUILT

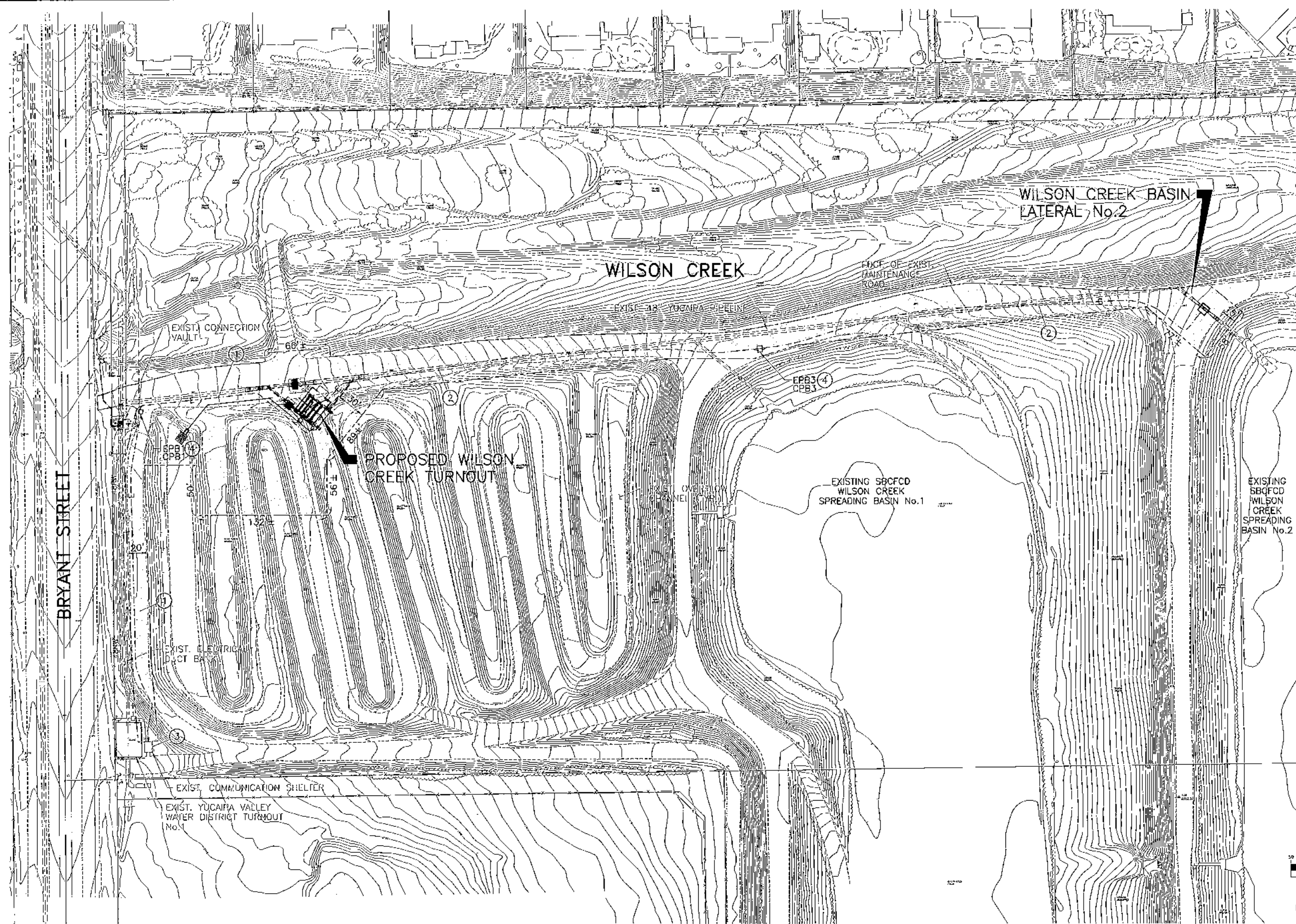
AS BUILT	9/21/70	AS BUILT	9/21/70	9/21/70	9/21/70
ISSUED FOR CONSTRUCTION	9/21/70	ISSUED FOR CONSTRUCTION	9/21/70	9/21/70	9/21/70
ISSUED FOR PREPARATION OF PROPOSALS	9/21/70	ISSUED FOR PREPARATION OF PROPOSALS	9/21/70	9/21/70	9/21/70
NO. DATE REVISIONS BY CHK' ENGR PROJ CHIEF CLIENT					
BECHTEL INCORPORATED SAN FRANCISCO					
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT WATER TRANSMISSION PROJECT					
WATERMAN CANYON - EAST TWIN CREEK TURNOUT STRUCTURES TELEMETERING EQUIPMENT BUILDING					
9/21/70	9/21/70	R.H.S.	T.D.	9/21/70	9/21/70
DATE	CHK	DRN	CHK	ENGR	ENGR
JOB NO. 7843		DRAWING NO. 7843-C-265		REV. 2	



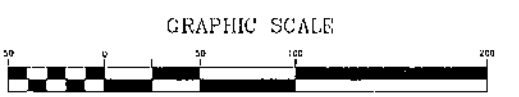
- ⑦ MATERIAL, EQUIPMENT, AND WORK DESCRIPTIONS FOR DRAWING C-1:
1. C101, C102, AND C103, PER SCHEDULE OF CONDUIT AND CONDUCTORS ON DRAWING E-2.
 2. C300 AND C301, PER SCHEDULE OF CONDUIT AND CONDUCTORS ON DRAWING E-2.
 3. CONNECT TO EXISTING YVWDT MCF AND YVWDT LP PER DRAWING E-2.
 4. EPB# AND CPB# PER PULL BOX SCHEDULE ON DRAWING E-1.

- LEGEND
- CONSTRUCTION AND MAINTENANCE WORK AREAS
 - - - CONSTRUCTION WORK AREA BOUNDARY

- NOTE:
1. CONTRACTOR SHALL MAINTAIN HIS WORK WITHIN CONSTRUCTION WORK AREA SHOWN HEREON.



48 hours BEFORE excavation
 1-800-227-2600
 CALL Underground Service Alert



Horizontal Datum: NAD 83 CA-V (FT) EPOCH 1991.35
 Vertical Datum: NAVD 88 (FT)

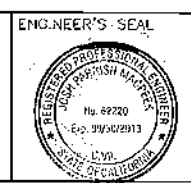
RECORD DRAWING STATEMENT

The revisions to these contract documents, reflecting the significant changes in the work made during construction, are based on data furnished by the contractor, as-built field survey and observations from the District field inspector. The Project Engineer shall not be held responsible for the accuracy, errors and/or omissions and completeness of the information incorporated into these record drawings. Those relying on those record drawings are advised to obtain independent verification of its accuracy.

CONSTRUCTION PLANS PREPARED BY:

KRIFGER & STEWART INCORPORATED

3502 University Ave. • Riverside, CA 92501 • 951-654-8900



CONSTRUCTION PLANS PREPARED BY:

Col. J. Maslach 10-11-12

APPROVED BY:

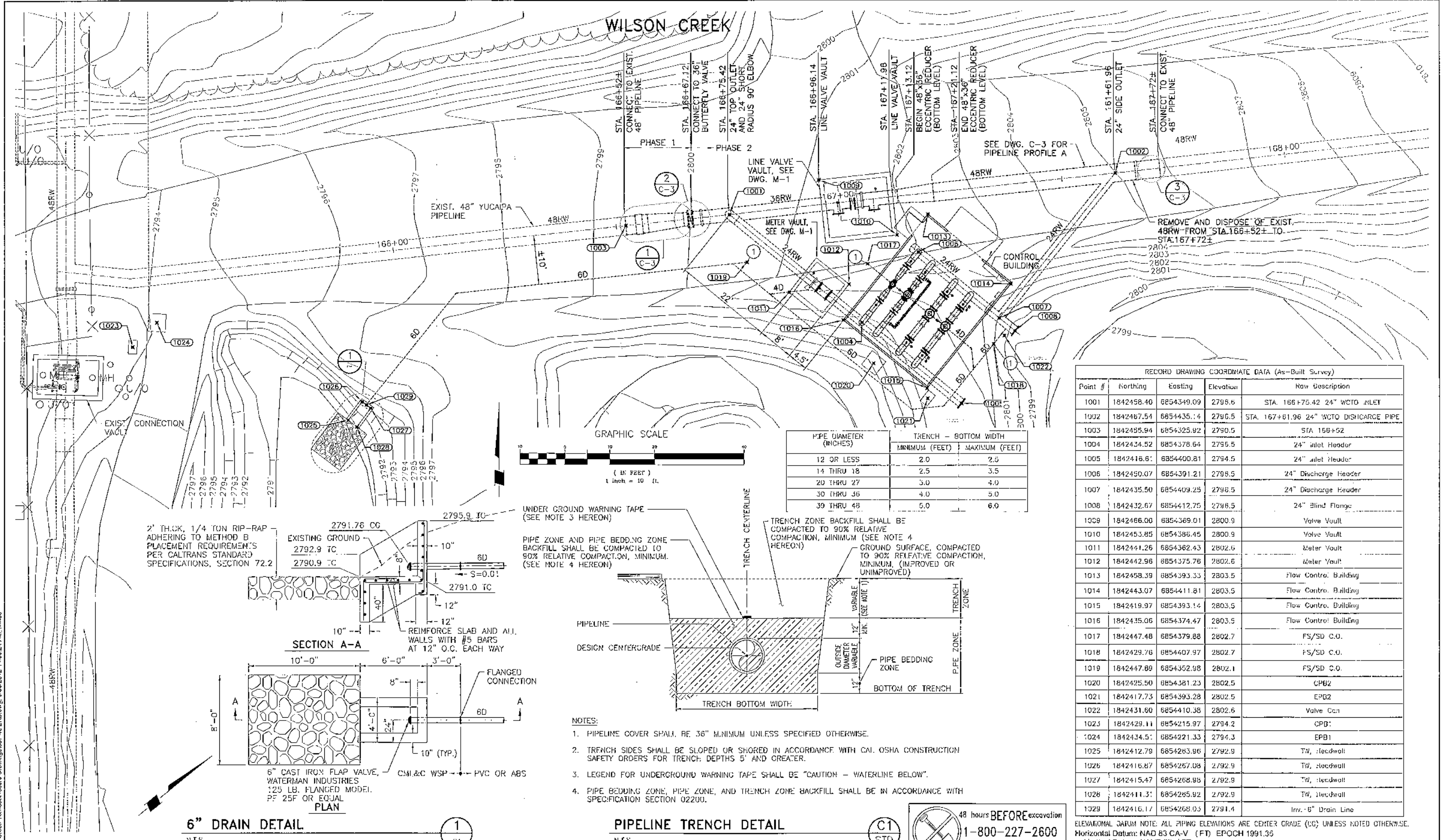
Samuel H. Taylor 3-20-12

ME	10.01.12	RECORD DRAWING REVISIONS PREPARED BY SBVMWD
BY	DATE	REVISIONS

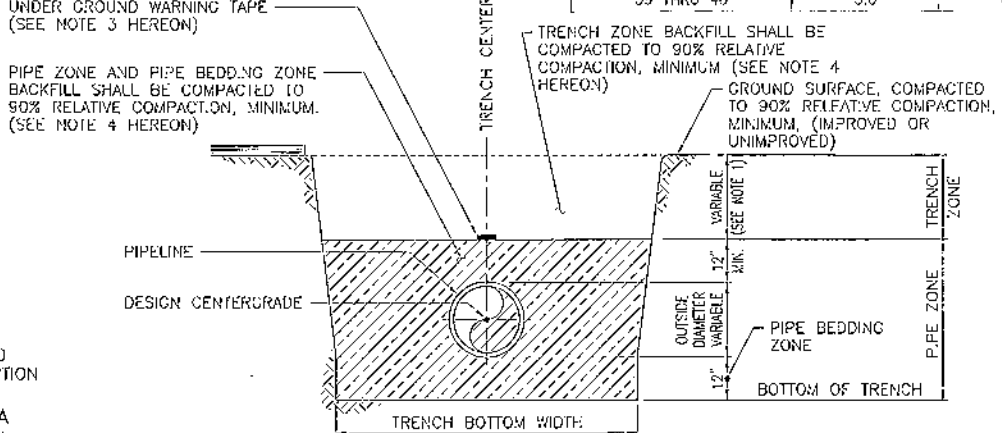
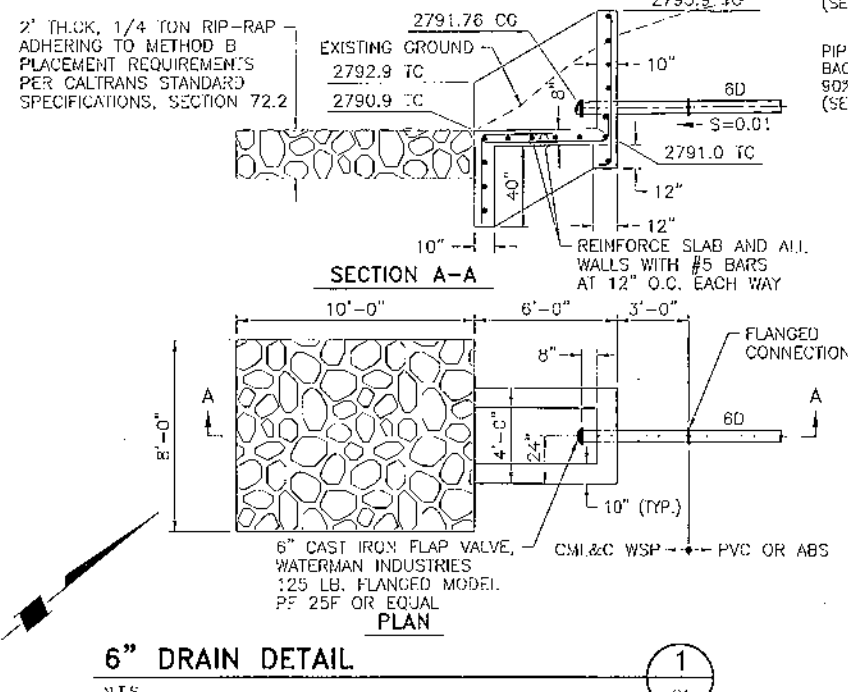


ISSUED FOR:		ISSUING NO.:
RECORD DRAWINGS		C-1
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT		
DATE:	10.01.12	SCALE:
DESIGN/DRAWING:	JPM/MRN	1" = 50'
REVIEWER:	PMW	SHEET
		5 OF 24
JOB NO.:	1720	FILE NO.:

PROJECT FILE: 1720 Wilson Creek Turnout/Record Drawings/07-4c-TRD.dwg, 6/20/2012 11:10:00 AM, m.kah



Point #	Northing	Eastng	Elevation	Raw Description
1001	1842158.40	6854349.09	2795.6	STA. 166+75.42 24" WCTO INLET
1002	1842467.54	6854435.14	2796.5	STA. 167+61.96 24" WCTO DISCHARGE PIPE
1003	1842455.94	6854325.92	2790.5	STA. 166+52
1004	1842434.52	6854378.64	2795.5	24" Inlet Header
1005	1842416.81	6854400.81	2794.5	24" Inlet Header
1006	1842450.07	6854391.21	2796.5	24" Discharge Header
1007	1842435.50	6854409.25	2796.5	24" Discharge Header
1008	1842432.67	6854412.75	2796.5	24" Blind Flange
1009	1842466.00	6854369.01	2800.9	Valve Vault
1010	1842453.85	6854386.45	2800.9	Valve Vault
1011	1842441.26	6854362.43	2802.6	Water Vault
1012	1842442.96	6854375.76	2802.6	Water Vault
1013	1842458.39	6854393.33	2803.5	Flow Control Building
1014	1842443.07	6854411.81	2803.5	Flow Control Building
1015	1842419.97	6854393.14	2803.5	Flow Control Building
1016	1842435.06	6854374.47	2803.5	Flow Control Building
1017	1842447.48	6854379.88	2802.7	FS/SD C.O.
1018	1842429.76	6854407.97	2802.7	FS/SD C.O.
1019	1842447.89	6854352.98	2802.1	FS/SD C.O.
1020	1842425.50	6854381.23	2802.5	CPB2
1021	1842417.73	6854393.28	2802.5	EPB2
1022	1842431.60	6854410.38	2802.6	Valve Can
1023	1842428.11	6854215.97	2794.2	CPB1
1024	1842434.51	6854221.33	2794.3	EPB1
1025	1842412.79	6854263.96	2792.9	TW, Heedwall
1026	1842416.87	6854267.08	2792.9	TW, Heedwall
1027	1842415.47	6854268.98	2792.9	TW, Heedwall
1028	1842411.31	6854265.92	2792.9	TW, Heedwall
1329	1842416.17	6854268.03	2791.4	Inv. 6" Drain Line



- NOTES:
- PIPELINE COVER SHALL BE 36" MINIMUM UNLESS SPECIFIED OTHERWISE.
 - TRENCH SIDES SHALL BE SLOPED OR SHORED IN ACCORDANCE WITH CAL OSHA CONSTRUCTION SAFETY ORDERS FOR TRENCH DEPTHS 5' AND GREATER.
 - LEGEND FOR UNDERGROUND WARNING TAPE SHALL BE "CAUTION - WATERLINE BELOW".
 - PIPE BEDDING ZONE, PIPE ZONE, AND TRENCH ZONE BACKFILL SHALL BE IN ACCORDANCE WITH SPECIFICATION SECTION 02200.

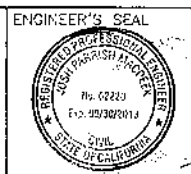
RECORD DRAWING STATEMENT

The revisions to these contract documents, reflecting the significant changes in the work made during construction, are based on data furnished by the contractor, as-built field survey and observations from the District field inspector. The Project Engineer shall not be held responsible for the accuracy, errors and/or omissions and completeness of the information incorporated into these record drawings. Those relying on these record drawings are advised to obtain independent verification of its accuracy.

CONSTRUCTION PLANS PREPARED BY:

KRILGER & STEWART INCORPORATED

2602 University Ave. • Riverside, CA. 92501 • 951-684-6900



CONSTRUCTION PLANS PREPARED BY:

John P. Maulek PROJECT ENGINEER

DATE: 10-11-12

APPROVED BY: **Samuel H. Hester** December 3 2012

NO.	DATE	REVISION
1	10.01.12	RECORD DRAWING REVISIONS PREPARED BY SBVMWD



SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

DATE: 10.01.12

DESIGN/DRAWN: JPM/MRN

REVIEWED: PMW

JOB NO: 1720

WILSON CREEK TURNOUT

SPECIFICATION NO. 11-03

SITE PIPING PLAN

SCALE: 1" = 10'

SHEET 6 OF 24

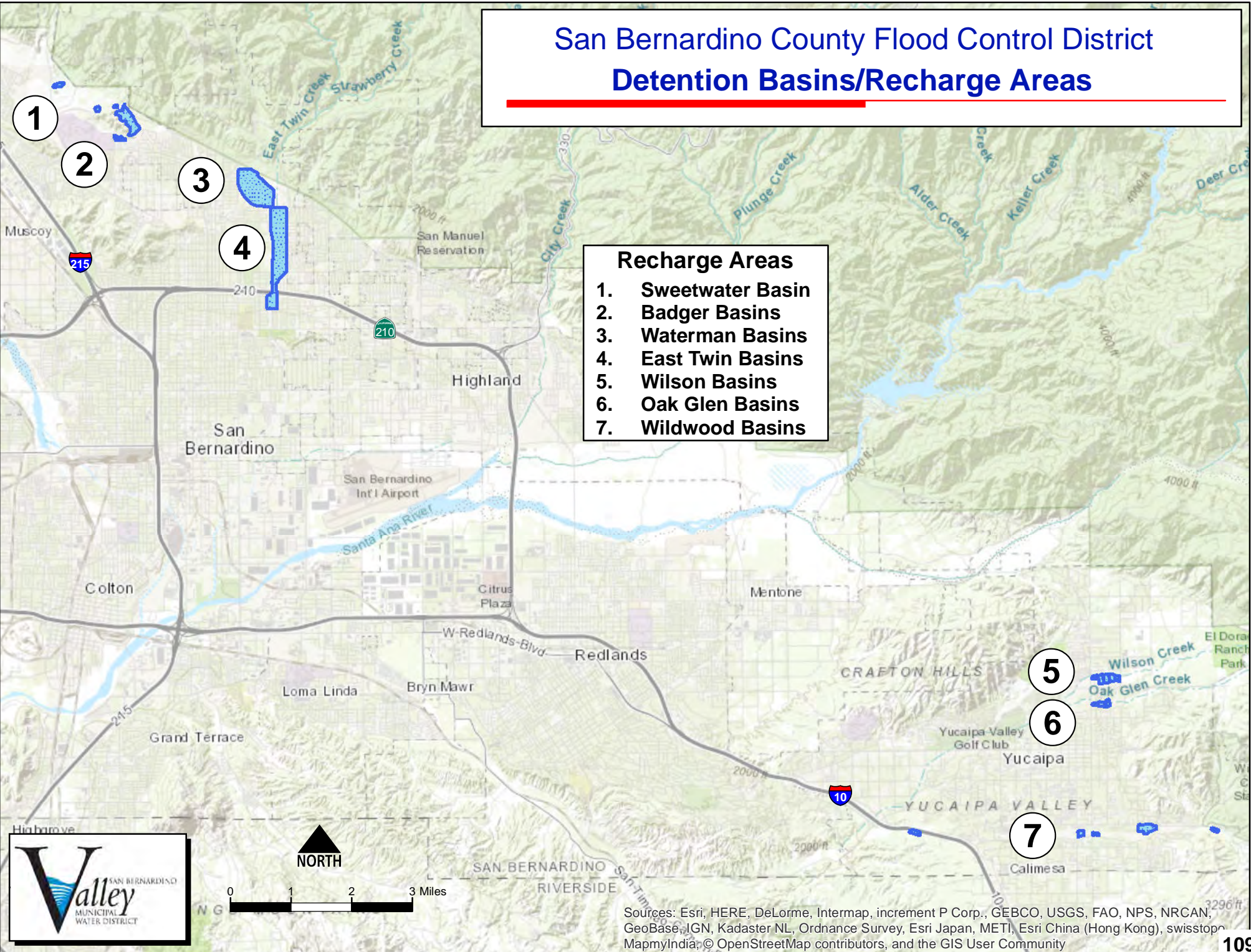
FILE NO.

W:\BELLY_Projects\Wilson Creek Turnout\Record Drawings\967-4c-2\RD.dwg, 9/30/2012 11:56:21 AM, mkk

ATTACHMENT 3
RECHARGE AREA

[ATTACHED BEHIND THIS COVER PAGE]

San Bernardino County Flood Control District Detention Basins/Recharge Areas



- Recharge Areas**
- 1. Sweetwater Basin
 - 2. Badger Basins
 - 3. Waterman Basins
 - 4. East Twin Basins
 - 5. Wilson Basins
 - 6. Oak Glen Basins
 - 7. Wildwood Basins



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

DEPARTMENT OF PUBLIC WORKS

FLOOD CONTROL • LAND DEVELOPMENT & CONSTRUCTION • OPERATIONS
SOLID WASTE MANAGEMENT • SURVEYOR • TRANSPORTATION



COUNTY OF SAN BERNARDINO

825 East Third Street • San Bernardino, CA 92415-0835 • (909) 387-8104
Fax (909) 387-8130

GERRY NEWCOMBE
Director of Public Works

July 26, 2013

Mr. C. Patrick Mulligan, President
Board of Directors
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, CA 92408

Re: **PLANNING MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT – AGREEMENT NO. 13-608**

Dear Mr. Mulligan:

Please find enclosed the executed copy of the above-referenced agreement which was approved, by the Board of Supervisors on behalf of the San Bernardino County Flood Control District on July 23, 2013, for your records.

If you have any questions, please contact Kenneth Eke at (909) 387-8120

Sincerely,

A handwritten signature in blue ink that reads "D. Eke for".

KENNETH C. EKE, P.E., Chief
Flood Control Planning Division

KE:dja

Enclosure

cc: Front File
Reading File

SBVMWD LEGAL
DOCUMENT **2404**

GREGORY C. DEVEREAUX
Chief Executive Officer

Board of Supervisors
ROBERT A. LOVINGOOD First District
JAN'CE RUTHERFORD Second District
JOSIE GONZALES Fifth District
JAMES RAMOS Third District
GARY C. OVITT Fourth District

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF THE SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT
AND RECORD OF ACTION**

July 23, 2013

**FROM: GERRY NEWCOMBE, Director
Flood Control District**

**SUBJECT: PLANNING MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN
BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND THE SAN
BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

RECOMMENDATION(S)

Acting as the governing body of the San Bernardino County Flood Control District, approve a ten year Planning Memorandum of Understanding (**Agreement No. 13-608**) between the San Bernardino County Flood Control District and the San Bernardino Valley Municipal Water District for the purpose of working together in the planning and evaluation of San Bernardino County Flood Control District facilities for joint use by the San Bernardino County Flood Control District and the San Bernardino Valley Municipal Water District for both flood control and groundwater replenishment operations.

(Presenter: Gerry Newcombe, Director, 387-7906)

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

**Pursue County Goals and Objectives by Working with Other Public Agencies.
Implement the Countywide Vision.**

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Planning Memorandum of Understanding (MOU) does not commit the San Bernardino County Flood Control District (FCD) to any expenditure other than staff time which has been accounted for in the 2013-14 budget. Site specific agreements may be brought to the Board of Supervisors at a later date that will contain provisions bringing revenue to FCD.

BACKGROUND INFORMATION

Approval of this item will authorize FCD to enter into an MOU with the San Bernardino Valley Municipal Water District (Valley District) to work cooperatively in the planning and evaluation of the possible joint use of FCD's facilities for both flood control and groundwater replenishment operations. The MOU does not bind FCD to any project. Any proposed use of FCD properties by Valley District that originates from this MOU is at the sole discretion of FCD.

Page 1 of 2

cc: Flood Control-Eke w/agreement &
Newcombe
Contractor c/o Flood Control
w/agreement
Auditor-Controller/Treasurer/Tax
Collector-Accounts Payable Manager
w/agreement
EBIX-BPO c/o Risk Management
CAO-Nelson & Olhasso
File - w/agreement
ml 07/25/13
ITEM 42

Record of Action of the Board of Supervisors
APPROVED (CONSENT CALENDAR)
COUNTY OF SAN BERNARDINO
County Flood Control District

MOTION	<u>AYE</u>	<u>AYE</u>	<u>SECOND</u>	<u>MOVE</u>	<u>AYE</u>
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY _____

DATED: July 23, 2013

111

**PLANNING MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN
BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND THE SAN
BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
JULY 23, 2013
PAGE 2 OF 2**

FCD owns and operates a number of flood control facilities within Valley District's operational boundaries. Valley District and FCD first entered into a cooperative agreement for Valley District to deliver water to several FCD detention basins for purposes of recharging the groundwater basin in 1972, and both agencies have continued to cooperatively use these facilities ever since. Valley District is now interested in expanding the number of facilities used in this effort, in addition to upgrading the facilities currently used, in order to maximize the amount of water recharge performed while acknowledging the primary goal of FCD facilities is to maintain adequate flood protection for the safety and protection of the public. FCD and Valley District wish to jointly explore the opportunities to use existing flood control basins and perhaps other facilities owned by either party, for the combined purposes of adequate flood control and useful and beneficial water replenishment operations. The MOU establishes the framework for FCD and Valley District to work together to plan and evaluate the environmental, operational and financial impacts of such combined use of their facilities. The MOU does not authorize or guarantee any specific project and the parties will comply with the California Environmental Quality Act (CEQA) prior to approving any specific project. Any future use of a facility shall be subject to the parties' approval of a site specific agreement. The MOU remains in effect for a term of ten years and provides that the parties may agree to extend the MOU for subsequent ten-year periods. Either party may terminate the MOU prior to its expiration date, but only if there is cause (e.g. breach of the agreement), and after providing the other party a 60-day written notice and opportunity to cure.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Scott Runyan, Deputy County Counsel, 387-5455) on June 28, 2013, County Administrative Office (Cory Nelson, Administrative Analyst, 387-4378) on July 1, 2013, and Finance and Administration (Mary Jane Olhasso, Assistant Executive Officer, 387-4599) on July 8, 2013.



San Bernardino County Flood Control District

FAS

CONTRACT TRANSMITTAL

<input checked="" type="checkbox"/> New	FAS Vendor Code	SC	Dept.	A	Contract Number 13-608			
<input type="checkbox"/> Change	ePro Vendor Number		ePro Contract Number					
<input type="checkbox"/> Cancel	Dept.		Orgn.		Contractor's License No.			
Flood Control District		094		094				
Contract Representative		Telephone		Total Contract Amount				
Kenneth C. Eke, Chief, FC Planning Division		909-387-8120						
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Grant								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
				\$				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
RFL	093	093			F02481			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
RFF	092	092			F02482			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name PLANNING MOU SBVMWD			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
			FY 13/14					

CONTRACTOR San Bernardino Valley Municipal Water District

Federal ID No. or Social Security No.

Contractor's Representative C. Patrick Mulligan, President, Board of Directors

Address 380 East Vanderbilt Way, San Bernardino, CA 92408 Phone 909-387-9200

Nature of Contract: Planning Memorandum of Understanding (MOU) between the San Bernardino County Flood Control District (FCD) and the San Bernardino Valley Municipal Water District (Valley District) to work cooperatively in the planning and evaluation of the possible joint use of FCD's facilities for both flood control and groundwater replenishment operations.

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to Board for Signature
Counsel		
Date 7-19-13	Date 7/22/13	Date 7/22/13

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Auditor-Controller/Treasurer/Tax Collector Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

**Planning Memorandum of Understanding
San Bernardino County Flood Control District (FCD) and
San Bernardino Valley Municipal Water District (Valley District)**

1. *Recitals*

- a. WHEREAS, the FCD was created by the San Bernardino County Flood Control Act of 1939, found in Chapter 43 of the California Water Code Appendix (Flood Control Act), and its primary statutory objects and purposes are to provide for the control of flood and storm waters and secondarily to conserve such flood and storm waters, and other waters, for beneficial uses in FCD's district area by spreading, storing, retaining, and through percolation.
- b. WHEREAS, Valley District was formed in 1954 as a regional agency formed to plan a long-range water supply for the San Bernardino Valley and it imports water into its service area from the State Water Project and manages groundwater storage within its boundaries.
- c. WHEREAS, FCD owns and operates a number of flood control facilities within Valley District's boundaries.
- d. WHEREAS, Valley District and FCD first entered into a cooperative agreement for Valley District to deliver water to FCD detention basins for purposes of recharging the groundwater basin in 1972, and Valley District and FCD have continued to cooperatively use these facilities ever since.
- e. WHEREAS, Valley District is interested in continuing to cooperatively use FCD's flood control facilities to promote groundwater recharge while acknowledging the primary goal of FCD facilities to maintain adequate flood protection for the safety and protection of the public.
- f. WHEREAS, as a general matter, FCD and Valley District wish to jointly explore the opportunities to use existing flood control basins (and perhaps other facilities owned by either party) for the combined purposes of adequate flood control and useful and beneficial water replenishment operations.
- g. WHEREAS, FCD and Valley District wish to enter into this Planning Memorandum of Understanding (MOU) to describe in general terms their interests in coordinating their efforts to plan and evaluate the environmental and financial impacts of such combined use of FCD's facilities.
- h. WHEREAS, as provided herein, this MOU does not authorize nor guarantee any specific project and the parties will comply with the California Environmental Quality Act (CEQA) prior to approving any specific project.

NOW, THEREFORE, it is mutually agreed as follows:

2. *Understandings*

a. *Priorities*

- i. The parties recognize that flood control is a higher, better and more necessary public use of the property and facilities owned by the FCD pursuant to the Flood Control Act and other state and federal law. This MOU shall be subject to the paramount legal duties and obligations of FCD pursuant to the Flood Control Act.
- ii. The FCD shall have the sole discretionary authority to determine what constitutes "adequate flood protection" for the operation of its facilities.
- iii. FCD shall have the sole discretionary authority to determine which of its facilities are available for use in re-charge activities proposed by the Valley District. Any future use of a FCD facility shall be subject to the parties' approval of a site specific agreement.
- iv. Based on the priorities and discretion provided in this Section 2.a., "Priorities", as well as the general planning nature of this MOU, FCD and Valley District acknowledge and agree that no implied covenants attach to this agreement, including, but not limited to, the implied covenant of good faith and fair dealing.

b. *Term*

This MOU shall have a term of 10 years from the date on which the last party executes this MOU. This MOU may be extended by the parties for subsequent 10-year periods, subject to approval by both parties.

c. *General Planning Efforts*

- i. Once a specific plan is initiated by Valley District for the specific use of a particular flood control facility, the parties agree to allocate sufficient staff time and resources to evaluate the joint use/operation of that existing facility for adequate flood control purposes in conjunction with water replenishment. Valley District shall provide to FCD all of the details associated with the proposed use for each FCD facility including, but not limited to, any proposed improvements (including a statement as to which entity will own the improvements after a project specific agreement terminates) and a proposed operational plan for each FCD facility. This information will also include the amount of estimated recharge for both

native stormwater and State Water Project water (if any), or other sources of water, for each facility, and quality of such water.

- ii. The joint evaluation may consider replenishment with both native water and water from the State Water Project or other sources and shall also consider the potential effects of groundwater replenishment to the environment, including, but not limited to, an evaluation of whether such activities will introduce water quality pollutants or mobilize existing groundwater contamination, or will cause land subsidence, liquefaction, or seepage to low lying lands in any basin to be impacted by the replenishment activities of Valley District. The parties acknowledge that Valley District will be the agency primarily leading this evaluation as it has the appropriate expertise concerning groundwater storage and the quality of waters from sources such as the State Water Project. FCD will independently review Valley District's evaluation.
- iii. Considering the statutory purposes of the FCD and the goals of Valley District, both parties agree that they will determine, on a case by case basis, which agency will be in charge of seeking permits for projects and which agency will be the "Lead Agency" for purposes of complying with CEQA.
- iv. Valley District will work cooperatively with FCD towards Valley District's goal of maximizing the quantity of water that can be replenished annually from the existing flood control basins, while maintaining or improving the protection of the public from the dangers of flooding. In general, FCD will not object to Valley District's use of FCD's fee owned properties or the modification of existing flood control basins that are owned in fee by FCD by means of the installation of dual-purpose facilities, *provided that*: (i) Valley District is responsible for all regulatory and other costs associated with said activities, and (ii) the incremental cost of those modifications is paid by Valley District, and (iii) FCD reviews and is satisfied with the individual circumstances surrounding the proposed project and the existing flood control facility. Nothing in this paragraph is intended to alter the sole discretionary authority of the FCD concerning the uses of its facilities.
- v. The parties will also collaborate with other local, state and federal agencies with regulatory authority over these activities, including, but not limited to, the U.S. Army Corps of Engineers, the U.S. Environmental Protection Agency, the U.S. Fish and Wildlife Service, the California Regional Water Quality Control Board, the California Department of Fish and Wildlife and any others.

- vi. Valley District agrees to pay a reasonable use fee for the use of the FCD's land and facilities as agreed to by both parties on a case by case basis.
- vii. Valley District acknowledges and agrees that future project specific agreements with FCD will include indemnification and insurance provisions developed by FCD's counsel and FCD's Risk Management Department that adequately protect FCD from any and all claims, actions, losses, and damages arising out of the water conservation and replenishment activities described in this MOU. The parties agree that such indemnification and insurance provisions will be negotiated in consideration of the individual circumstances surrounding each existing flood control facility on a case-by-case basis.
- viii. Valley District acknowledges and agrees that future project specific agreements with FCD will also require FCD permits.

3. *General Provisions*

- a. *Early Termination.* Either party may terminate this agreement prior to its expiration date for cause, *provided* that it has provided 60-day written notice and opportunity to cure to the other party prior to termination.
- b. *Recitals Incorporated Herein.* The parties agree and acknowledge that the recitals set forth above are true and correct and are fully incorporated in this MOU.
- c. *Non-Exclusive Agreement.* Nothing in this MOU shall prevent either party from working cooperatively with other individuals, public agencies or private organizations to improve flood protection or groundwater recharge within that party's respective jurisdiction.
- d. *Authority.* Each signatory of this MOU represents that he/she is authorized to execute this MOU on behalf of the party for which he/she signs. Each party represents that it has legal authority to enter into this MOU and to perform all obligations under this MOU.
- e. *Amendment.* This MOU may be amended or modified only by a written instrument executed by each of the parties to this MOU.
- f. *Jurisdiction and Venue.* This MOU shall be governed by and construed in accordance with the laws of the state of California, except for its conflicts of law rules. Any suit, action, or proceeding brought under the scope of this MOU shall be brought and maintained to the extent allowed by law in the County of San Bernardino, California.

- g. *Headings.* The paragraph headings used in this MOU are intended for convenience only and shall not be used in interpreting this MOU or in determining any of the rights or obligations of the parties to this MOU.
- h. *Construction and Interpretation.* This MOU has been arrived at through negotiations and each party has had a full and fair opportunity to revise the terms of this MOU. 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 MOU.
- i. *Entire Agreement.* This MOU constitutes the entire agreement of the parties with respect to the subject matter of this MOU and supersedes any prior oral or written agreement, understanding, or representation relating to the subject matter of this MOU.
- j. *Attorneys' Fees and Costs.* Regardless of whether it is the prevailing party in any litigation or other action to enforce or interpret this MOU, each party shall bear its own attorneys' and expert witnesses' fees, costs of suit and other necessary disbursements. This paragraph shall not apply to the costs or attorney(s) fees relative to Section 3.p., "Indemnification and Insurance."
- k. *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 MOU.
- l. *Third Party Beneficiaries.* This MOU shall not create any right or interest in any non-party or in any member of the public as a third party beneficiary.
- m. *Counterparts.* This MOU 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.
- n. *Notices.* All notices, requests, demands or other communications required or permitted under this MOU shall be in writing unless provided otherwise in this MOU and shall be deemed to have been duly given and received on: (i) the date of service if served personally or served by facsimile transmission on the party to whom notice is to be given at the address(es) provided below, (ii) on the first day after mailing, if mailed by Federal Express, U.S. Express Mail, or other similar overnight courier service, postage prepaid, and addressed as provided below, or (iii) on the third day after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid, addressed as follows:

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

Director
Department of Public Works
County of San Bernardino
825 East Third Street
San Bernardino, California 92415
Telephone: (909) 387-7906
Facsimile: (909) 387-7911

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

General Manager
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino, California 92408
Telephone: (909) 387-9200
Facsimile: (909) 387-9247

- o. *Assignment.* This MOU may not be assigned by either party without the written consent of the other party.

- p. *Indemnification and Insurance.* FCD agrees to indemnify, defend (with counsel approved by Valley District) and hold harmless Valley District, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from FCD's negligent acts or omissions which arise from FCD's performance of its obligations under this MOU. Valley District agrees to indemnify, defend (with counsel approved by FCD) and hold harmless the FCD, its employees, officers, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability resulting from the Valley District's negligent acts or omissions which arise from the Valley District's performance of its obligations under this MOU. In the event, FCD and/or Valley District is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, FCD and/or Valley District shall indemnify the other to the extent of its comparative fault. FCD and Valley District shall maintain throughout the term of this MOU such policies of insurance or legally sufficient self-insurance for Professional Liability (as applicable), Automobile Liability, Comprehensive General Liability, and Workers' Compensation that are adequate to protect against all liabilities and indemnification responsibilities arising out of the performance of the terms, conditions or obligations of this MOU.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers or representatives as of the last day and year appearing below.

----- **Signatures on Following Page** -----

SAN BERNARDINO VALLEY
MUNICIPAL WATER DISTRICT

SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT

By: [Signature]
C. Patrick Milligan
President, Board of Directors

By: Janice Rutherford
Janice Rutherford, Chair, Board of
Supervisors

Date: 7-16-13

Date: JUL 23 2013

ATTEST:

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

By: Ed Kellogg
Clerk

Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino
By: [Signature]


APPROVED AS TO FORM:
SPECIAL DISTRICT COUNSEL

APPROVED AS TO FORM:
COUNTY COUNSEL

By: [Signature]
David R.E. Aladjem
Special Counsel

By: [Signature]
Scott Runyan
Deputy County Counsel

Date: 7/18/13

Date: 7-19-13



San Bernardino Valley Water Conservation District

Helping Nature Store Our Water

April 10, 2021

Board of Directors
San Bernardino Valley Municipal Water District
380 East Vanderbilt Way
San Bernardino
Ca 92408

**SUBJECT: Recommendations of Advisory Commission on Water Policy on Agenda Items at April 8, 2021
Commission Meeting**

Dear Directors:

At the Advisory Commission Meeting on April 8 the Commission reviewed the following three action items:

1. Support of SBVWCD Proposed Groundwater Charge Sustainability Component for Non-Groundwater Council Participants. The Commission heard a presentation by Daniel Cozad, GM for the SBVWCD regarding this issue which was requested by the Groundwater Council. The Commission voted to recommend to the Valley Board the implementation of a replenishment/sustainability component to the District's groundwater charge for pumpers (not including Riverside entities) that have not joined the Groundwater Council in order to assess them their proportionate share of the GC costs. The fee will be phased-in over a 5-year implementation period and is estimated to be about \$20 per AF.
2. Support for Valley District's purchase of water available from the Yuba Accord. The Commission heard a presentation by Matt Howard regarding this item. It has been a very dry year and the amount of SWP water is limited to 5% of the District's right or 5,100 AF. Additional water of up to 10,000 AF is available from the Yuba Accord at a price of \$370 to \$480 per AF. The Commission voted to recommend to the Valley Board to purchase of up to 10,000 AF of water in 2021 at a total estimated cost of \$3.7 million, exact price to be determined based on the terms of the Agreement.
3. Support for an Agreement between Valley District and the San Bernardino County Flood Control District to continue recharge in Flood Control facilities. The Commission heard a presentation from Bob Tincher regarding this agreement with the complete agreement included in the Commission's meeting package. The Flood Control District will receive a \$20 per AF fee for only the spreading of SWP water. The Commission voted to recommend to the Valley Board to support the proposed agreement.

Sincerely,

Richard Corneille
Chairperson
San Bernardino Advisory Commission on Water Policy

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**BOARD OF
DIRECTORS**

Division 1:
Richard Corneille

Division 2:
David E. Raley

Division 3:
Robert Stewart

Division 4:
John Longville

Division 5:
Melody McDonald

**GENERAL
MANAGER**

Daniel B. Cozad