



**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. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The San Bernardino Valley Municipal Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, a meeting in person would present imminent risks to the health or safety of attendees. 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 - ENGINEERING
TUESDAY, MARCH 8, 2022 – 2:00 P.M.**

PUBLIC PARTICIPATION

Public participation is welcome and encouraged. You may participate in the March 8, 2022, 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: 753 841 573

PASSCODE: 3802020

<https://sbvmwd.zoom.us/j/753841573>

If you are unable to participate online or by telephone, you may also submit your comments and questions in writing for the District's consideration by sending them to comments@sbvmwd.com with the subject line "Public Comment Item #" (insert the agenda item number relevant to your comment) or "Public Comment Non-Agenda Item". Submit your written comments by 6:00 p.m. on Monday, March 7, 2022. 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 - ENGINEERING

AGENDA

2:00 PM Tuesday, March 8, 2022

CALL TO ORDER

Chairperson: Director Harrison

Vice-Chair: Director Hayes

1) INTRODUCTIONS

2) PUBLIC HEARING

2.1 Review and Discussion of Draft Redistricting Maps(Page 3)

[Public Notice - Redistricting of Division Boundaries](#)

[Staff Memo - Review and Discuss Draft Redistricting Maps](#)

3) PUBLIC COMMENT

Any person may address the Board on matters within its jurisdiction.

4) SUMMARY OF PREVIOUS MEETING

4.1 Board of Directors' Workshop - Engineering - February 8, 2022 (Page 7)

[Summary Notes BOD Workshop - Engineering 020822](#)

5) DISCUSSION ITEMS

5.1 Discuss Consideration of Consulting Agreement to Conduct Riparian Bird Surveys (Page 14)

[Staff Memo - Discuss Consideration of Execution of a Consulting Agreement to Conduct Riparian Bird Surveys](#)

[Amendment for RFP-ENV2201-Riparian Bird Surveys](#)

[SAWA Proposal for Riparian Bird Surveys](#)

5.2 Consider Exchange Framework Agreement with Metropolitan Water District of Southern California(Page 75)

[Staff Memo - Consider Exchange Framework Agreement with Metropolitan Water District of](#)

Southern California
Approved Term Sheet for Exchange Framework Agreement with Metropolitan
Exchange Framework Agreement with Metropolitan

- 5.3 Consider 2022 Exchange Agreement with Metropolitan Water District of Southern California (Page 84)
Staff Memo - Consider 2022 Exchange Agreement with Metropolitan Water District of
Southern California
2022 Exchange Agreement Between the Metropolitan Water District of Southern California
and San Bernardino Valley Municipal Water District

6) **FUTURE BUSINESS**

7) **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.

NOTICE OF PUBLIC HEARING
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

PUBLIC HEARING ON
REDISTRICTING OF THE SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS DIVISION BOUNDARIES AND DIVISION MAP(S).

NOTICE is hereby given that the SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT (SBVMWD) Board of Directors will hold public hearings on the composition of divisions and proposed map(s) in accordance with Elections Code Section 22001. The purpose of the hearings will be to invite and solicit public comment on the draft division maps which are being published by the District prior to the SBVMWD Board of Directors considering adoption of a new division map.

The draft division maps to be discussed at the hearings will be published as part of each hearing agenda and also made available at www.sbvmwd.com.

Election Code Section 22000 requires SBVMWD to adjust division boundaries after each federal decennial census, and using that census as a basis, adjust the boundaries of its Board of Director divisions so that the divisions are, as far as practicable, equal in population and in compliance with Section 10301 of Title 52 of the United States Code. Additional information on SBVMWD's redistricting process and/or the public hearing may be obtained by contacting Melissa Zoba, Chief Information Officer at (909) 387-9228 or on the SBVMWD website located at www.sbvmwd.com.

The Board of Directors of SBVMWD will hold the hearings on the following dates at 2:00 p.m. or as soon after 2 p.m. as is reasonably practicable, via teleconference only.

Dates of the public hearings and potential hearings, if needed, are as follows:

Board of Directors Workshop – Engineering – February 8, 2022
Board of Directors Workshop – Engineering – March 8, 2022
Board of Directors Regular Meeting – April 5, 2022

To participate in the Public Hearing for the Redistricting of Division Boundaries please use the following meeting link ID and passcode. Online participants MUST log in with a Zoom account. The Zoom app is a free download. Telephone participants may dial in using the dial-in information provided:

<https://sbvmwd.zoom.us/j/753841573>

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

Meeting ID: 753 841 573

PASSCODE: 3802020

Written comments on the Redistricting of Division Boundaries may be submitted via email to comments@sbvmwd.com by 5:00 pm on March 7, 2022. Public comment may also be provided at the public hearing.

If you have any questions regarding Valley District's Redistricting of Division Boundaries or public hearing meeting, please contact Melissa Zoba at (909) 387-9228 or melissaz@sbvmwd.com.



DATE: March 8, 2022
TO: Board of Directors' Workshop - Engineering
FROM: Melissa Zoba, Chief Information Officer
SUBJECT: Review and Discussion of Draft Redistricting Maps

Staff Recommendation

Staff is requesting the Board discuss and provide input on new redistricting map scenarios developed by Redistricting Insights, LLC (RI). The draft maps for each division are available for review using an online mapping tool in Google Maps.

<https://www.google.com/maps/d/u/0/edit?mid=1x8Hld0Eqt-5FPdCOx5SQbls8U8nvT-f9&usp=sharing>

If a consensus by the Board is reached on a specific redistricting map scenario, staff recommends the Board place the item on the April 5, 2022, Board meeting agenda for adoption.

Summary

At the January 11th Board of Directors' Engineering Workshop, consultant Redistricting Insights (RI) provided an overview of the redistricting process and current requirements of rebalancing the District's division boundaries. A public hearing was conducted at this time to solicit input from the Board and members of the public. All comments were documented by staff and RI.

At the February 8th Board of Directors' Engineering Workshop, a second public hearing was conducted where three draft scenarios were presented by the consultant. Additional comments and feedback from the Board was documented by RI and were taken into consideration in the development of the draft scenarios being presented today. To date, the District has not received any comments, feedback, or map submissions by any member of the public.

A third public hearing will be conducted during today's workshop to review the latest draft scenarios and receive further input by the Board and members of the public. Comments and public map submissions will be used to identify and further refine maps for subsequent consideration and approval by the Board.

SB 594 provides that special districts with a regular election on the same day as the 2022 statewide general election must adopt adjusted division boundaries no later than April 17, 2022. The following meeting schedule and resources have been developed to inform and facilitate the redistricting process to meet the April 17th deadline.

Public Hearing/Meeting Schedule

- March 15, 2022 – Regular Meeting of the Board of Directors (if needed)
- April 4, 2022 – Regular Meeting of the Board of Directors (adoption of final division map and resolution)

Public Outreach

- Redistricting 2020 information, draft maps, and public input/submission resources can be found on the District's website at www.sbvmd.com
- Online mapping tool
- Social media channels
- Valley District press release
- Public hearing notification in nine (9) local newspaper outlets

Submission of Comments and Maps by Members of the Public

- **Written comments:** SBVMWD Administration office or via email to melissaz@sbvmd.com
- **Oral comments:** During public hearings (Zoom/virtual only)
- **Public map submissions:** Download from District website and submit via mail or email

Background

California Elections Code Section 22000 requires each special district to adjust division boundaries after each decennial census, and using that census as a basis, adjust the boundaries of any divisions so that the divisions are, as far as practicable, equal in population.

Using the 2020 census data released in September 2021, staff calculated the total population of Valley District to be 709,704 which represents an increase of 48,158 from the 2010 census. Based on this total, the target population for each of the five divisions is 141,941.

In November 2021, at the direction of the Board, an RFP was released to engage the services of a professional consultant to analyze and rebalance the division boundaries to reflect changes in population and demographics. In January 2022, following an analysis and interviews by staff, entering into an agreement with Redistricting Insights was recommended by staff and approved by the Board.

Three (3) public hearings are required and will be led by Redistricting Insights. A meeting schedule and public outreach resources have been developed to ensure the process will meet the requirements of the process within the timeline defined by SB594.

Fiscal Impact

There is no fiscal impact to this item as this is an informational presentation only.

Attachments

- 1) Notice of Public Hearing



DATE: March 8, 2022
TO: Board of Directors Workshop – Engineering
FROM: Staff
SUBJECT: Summary of February 8, 2022, Board of Directors Workshop – Engineering

The Engineering Workshop convened on February 8, 2022, via Zoom video-teleconference. Director Harrison chaired the meeting.

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 Huang, PE, MS – Deputy General Manager/Chief Engineer
Jose Macedo, ML, CPT-P (USA Retired) – Chief of Staff/Clerk of the Board
Cindy Saks, CPA – Deputy General Manager/Chief Financial Officer
Bob Tincher, PE, MS – Deputy General Manager/Chief Water Resources Officer
Melissa Zoba, MBA, MPA – Deputy General Manager/Chief Financial Officer

Dan Borell – Manager of Geospacial Services
Kristeen Farlow, MPA – Strategic Communications Manager
Anthony Flordelis – Business Systems Analyst
Michael Esquer – Senior Project Manager
Adekunle Ojo, MPA – Water Resources Manager
Karen Resendez, MA - Human Resources / Risk Manager
Shavonne Turner, MPA – Water Conservation Program Manager

Members of the Public Present:

Melody McDonald, San Bernardino Valley Water Conservation District
David Raley, San Bernardino Valley Water Conservation District
Chris Mann, Yucaipa Valley Water District
Joyce McIntire, Yucaipa Valley Water District
Sam Fuller, Bear Valley Mutual Water Company
George Hanson, Bear Valley Mutual Water Company
Fabian Valdez Jr., Redistricting Insights

Eddy Harrity, Redistricting Insights
Matt Rexroad, Redistricting Insights

Pursuant to the provisions of the Brown Act, this meeting will be conducted by teleconference only.

1. Introductions

Chief Executive Officer/General Manager read the roll of staff members present and introduced former Valley District employee Sam Fuller. Chair Harrison welcomed David Raley of the San Bernardino Valley Water Conservation District.

2. Public Hearing: Review and Discussion of Draft Redistricting Maps

Chair Harrison introduced the public hearing pursuant to the requirements of the State of California.

Chief Executive Officer/General Manager Heather Dyer reported the hearing was properly noticed. Chair Harrison noted the agenda and notice was posted February 4, 2022, in accordance with the Brown Act.

Chief Information Officer Melissa Zoba updated the Board on action and outreach since the last meeting and provided a schedule for activities prior to adoption. She reminded the Board of the consultant's introduction to redistricting and draft scenarios presented at the January 11 workshop. Comments were received from the Board, and draft scenarios included in the agenda packet are based on those, she reported. Two additional meetings are scheduled, and comment is invited and expected, she stated. The final maps will go to the Registrar on April 17.

She introduced Matt Rexroad, Eddy Harrity and Fabian Valdez from Redistricting Insights. Mr. Rexroad advised that all comments were incorporated into the draft maps. Director Harrison pointed out that the maps provided are small in detail and the larger versions requested will be received tomorrow and will be made available to the public in the water district office entry.

Vice President Hayes inquired about differences in population numbers presented. Mr. Rexroad pointed to the adjusted prison population figures and Mr. Harrity described boundary lines of Census blocks and explained the cleanup of the map.

Mr. Harrity explained the Google Maps mapping tool and presented the draft maps. He noted that the requests of boundaries along the Interstate 215 and Highland Springs were

not achievable due to the density of population, as they would have resulted in dramatic changes elsewhere in the map. Other requests were included, he explained.

President Kielhold asked how many divisions were within the City of San Bernardino; Mr. Harrity said he believes it is four. President Kielhold suggested this might be a cracking scenario (a splitting of an area), but Mr. Rexroad explained the Citizen Voting Age Population (CVAP) considerations. Mr. Harrity added that the density of population is also a consideration. President Kielhold advocated for simplicity of boundaries for ease of understanding.

Director Botello indicated concern, noting his division is the most changed. He mentioned the Santa Ana River is not a set boundary, and his division lines could be moved north or south. Director Botello advised that one map scenario almost eliminated his residence, and that would not be acceptable. Mr. Rexroad assured that no ex parte communications had taken place. Director Botello indicated intention to use the mapping tool to submit a map to assure representation of his ratepayers.

CEO / General Manager Heather Dyer stated the reason for presenting the variety of mapping scenarios was to have a starting point with parts that directors like, and parts they do not. The elements that the Board feels are most appropriate to represent the divisions will be built into a map that the Board can support, she said. The focus is on population numbers, not geographic areas, she noted, as the goal is to stay within the allowable deviation of population numbers.

Director Harrison expressed support for Map Draft 2 but said he did not want to push into another city (Highland).

Vice President Hayes noted that her comments at the prior meeting were not requests, merely observations. She indicated that she would like her division to stay primarily in Rialto.

Director Longville opined that the divisions appear to have become larger. She offered comment on communities of interest and indicated that she represents all the north end communities. She pointed out that the division lines have not been redrawn in more than 70 years, but the exercise can be made to work.

Director Longville asked about the 2019 voting age population being much higher than the 2020 count. Mr. Valdez explained that the 2019 count was for the American Community Survey, which is an estimate, not the enumeration of every heartbeat as is the Census.

Director Botello offered further comment on Draft Map 3 and provided clarification for Mr. Valdez.

Director Harrison opened the public hearing at 2:52 p.m. There were no speakers. Chief of Staff/Clerk of the Board Jose Macedo announced that no public comments had been received. The public hearing was closed at 2:53 p.m.

President Kielhold requested the larger scale copies for posting at the office have darker labels and include the current division boundaries.

Director Harrison advised the maps will be reviewed again at the meeting of March 8, 2022.

3. Public Comment

There was none.

4. Summary of Previous Meeting

The summary notes from the January 11, 2022, Board of Directors Workshop – Engineering were accepted with no comments.

5.1 Consider Valley District's Representative for the Western-San Bernardino and Santa Ana River Watermaster Committees, Respectively

Deputy General Manager/Chief Engineer Wen Huang reminded the Board Valley District is a party to two historic 1969 judgments related to the Santa Ana River watershed: the Western-San Bernardino Watermaster, and the Santa Ana River Watermaster. Due to Valley District's involvement in managing the basin and access to the State Water Project (SWP), the District was appointed by the Court to be the representative of the agencies to negotiate a settlement.

Staff recommended replacement of representative Wen Huang with CEO / General Manager Heather Dyer.

President Kielhold asked about the term for service, Mr. Huang indicated the appointment is valid until a new appointment is made or staff retires. In response to Vice President Hayes, Ms. Dyer assured that the workload was primarily handled by the staff of engineering and water resources. Other General Managers are also the Watermasters, she noted.

Director Harrison invited public comment. Sam Fuller of Bear Valley Mutual Water Company acknowledged the opportunity for Ms. Dyer and stated that Mr. Huang had done a great job.

Action Item(s): The Board directed staff to work with House Counsel to draft resolutions nominating the CEO / General Manager, Heather Dyer, as the District’s representative to the Western-San Bernardino Watermaster and the Santa Ana River Watermaster Committees, respectively, and forward the resolutions to the next Board of Directors meeting for consideration by the following roll-call vote:

There was no motion or second.		APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

5.2 Consider a Budgetary Amendment for the 2021 Water Supply Contingency Program to Meet the BVMWC In-Lieu Water Demand

Senior Project Manager Mike Esquer advised the total cost of the in-lieu project for 2020 was \$942,000 and staff will be asking for an amendment to the Fiscal Year 2021-22 budget in the amount of \$342,000, all of which is covered by the \$1.6 million received in FY 2021 for the 2021 in-lieu program from Bear Valley Mutual Water Company (BVMWC). Additional numbers are still being calculated and will be corrected if this item is forwarded to the Board, he stated.

Mr. Esquer detailed the agreement and process for provision of in-lieu water to BVMWC and production for the 2021 program. He reminded the Board of prior discussion of this program in May 2021 and explained increased pumping as a result of the dry year and in preparation for the low allocation of State Project Water. The total needed was \$661,000 for 5,261 acre-feet necessary; \$600,000 had been previously allocated by the Board, he explained.

Mr. Esquer added staff has been working with BVMWC to repair a large performing well which will benefit the in-lieu program. He reviewed the water delivery facilities and highlighted East Valley Water District and the City of Redlands which provide much of the in-lieu water to offset what would have been obtained from BVMWC.

Ms. Dyer emphasized this cost is covered by the \$1.6 million paid by BVMWC. Water Resources Manager Adekunle Ojo added that within the \$342,000 request, staff is including the funds to make the agencies whole for pumping the groundwater on behalf of Valley District.

Director Longville noted this is one of Valley District’s success stories; that in 2021 was able to meet 60 percent by working with District partners. She pointed out that there must be cognizance of ongoing climate impacts and indicated that Valley District’s strategies are spot on and well done.

Staff continues to grow strategies and looks forward to future well construction and conjunctive use to directly meet some of the in-lieu need, Mr. Esquer added.

Mr. Fuller acknowledged that Valley District staff has been extremely helpful in putting together water supplies needed by BVMWC this past year and said the cooperation is appreciated. Director Harrison complimented the collaboration.

Action Item(s): The Board voted to move forward this item to the full Board of Directors for consideration at a future meeting by the following roll-call vote:

There was no motion or second.		APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville	
NOES:	None	
ABSTAIN:	None	
ABSENT:	None	

5.3 Consider Cost-Share with the City of Redlands for Well Rehabilitation and Improvements to the San Bernardino Avenue Well

Chief Engineer Huang introduced the cost-share arrangement and reminded the Board about two parcels acquired as part of the 1996 settlement agreement with Big Bear Municipal Water District. The first parcel has been incorporated into the Redlands Sports Park and work is in progress to sell the parcel to the City. The easterly parcel hosts the San Bernadino Avenue well, which is connected to both Bear Valley and the City of Redlands distribution systems.

Valley District uses this well from time to time to meet in-lieu obligations, Mr. Huang explained. Last year, it was utilized to produce approximately 825 acre-feet of water to meet the in-lieu obligations, he stated.

When first acquired, the well could produce more than five cubic feet per second (cfs) (2,000 gallons per minute), but has declined over the years, Mr. Huang continued. The well needs redevelopment and rehabilitation, he advised, and detailed the work needed for a cost of approximately \$285,000. Due to some unknown conditions, and labor and supply issues due

to COVID-19, staff recommends adding a 10 percent contingency for a total of \$314,000. Valley District's share would be \$157,000.

The City of Redlands has recommended splitting the cost evenly, as over the years Redlands has been able to use the well to produce water to meet their demand, Mr. Huang explained. Staff recommends the work to be done over the next several months to ready the well for meeting in-lieu obligations in case of another low SWP allocation year.

Action Item(s): The Board voted to move forward this item to the full Board of Directors for consideration at a future meeting by the following roll-call vote:

There was no motion or second.	APPROVED: 5-0
AYES:	Botello, Harrison, Hayes, Kielhold, Longville
NOES:	None
ABSTAIN:	None
ABSENT:	None

6. Future Business

There was none.

7. Adjournment.

The meeting was adjourned at 3:28 p.m.

Staff Recommendation

Receive and File



DATE: March 8, 2022

TO: Board of Directors Workshop-Engineering

FROM: Chris Jones, Preserve System Program Manager

SUBJECT: Discuss Consideration of Execution of a Consulting Agreement to Conduct Riparian Bird Surveys

Staff Recommendation

Staff recommends the Board of Directors discuss consideration of execution of a consulting agreement with the Santa Ana Watershed Association (SAWA) to conduct riparian bird surveys during the 2022 survey season for an amount not to exceed \$265,875.

Summary

Staff advertised a request for proposals (RFP) for appropriately qualified entities to conduct surveys for riparian bird species covered by the Upper Santa Ana River Habitat Conservation Plan (HCP) on January 31, 2022. The purpose of the tasks identified in the RFP are to monitor baseline populations of riparian bird species covered by the HCP to enable future comparisons of the potential effects of HCP covered activities on these species.

Riparian bird species covered by the HCP that are the focus of this RFP include:

- Least Bell's vireo (*Vireo bellii pusillus*)
- Southwestern willow flycatcher (*Empidonax traillii extimus*)
- Yellow-breasted chat (*Icteria virens*)

One amendment was issued for this RFP on February 2, 2022. Amendment 1 was drafted to ensure efficient data gathering by elimination of protocol surveys for one of the species (western

yellow-billed cuckoo (*Coccyzus americanus*) since it has not been detected within the HCP Planning Area in recent history, and through removal of separate surveying for yellow-breasted chat and replacement with simultaneous recordation of chat breeding territories during least Bell's vireo territory surveys. Least Bell's vireo survey areas overlap areas where chats and cuckoo would be expected to occur within the defined survey area. Therefore, additional survey effort specifically for chats and cuckoos was not warranted in since vireo surveys would already be occurring.

Tasks identified in the RFP include:

1. Baseline Monitoring of Riparian Birds for Effects from HCP Covered Activities
2. Baseline Monitoring to Measure Success of Restored Tributaries and Management of Other Conservation Areas
3. Methodology Coordination with Wildlife Agencies
4. Cowbird Trapping
5. Encampment Mapping

Three optional tasks were also identified:

1. Baseline Monitoring for Effects from HCP Covered Activities: San Bernardino County
2. Southwestern Willow Flycatcher Protocol Surveys and Reporting
3. Additional Cowbird Trapping

An annual report will be developed to summarize the methodology and results of these surveys. Protocol reports would also be generated and provided to the appropriate wildlife agencies, as needed.

Additional details for each task are provide in the RFP and Amendment 1, attached.

Three entities provided responses to the RFP. SAWA provided the lowest bid (see Table 1, below) and are widely regarded as the subject matter experts for riparian birds in our area given their successful track record of conducting surveys for the least Bell's vireo and other riparian bird species in the Santa Ana River Watershed for over 20 years. SAWA's proposal is attached.

Entity	Base Cost Estimate	Optional Items	Total Cost Estimate
SAWA	\$218,282.38	\$25,526.50	\$265,873.16
Firm B	\$232,752.00	\$119,287.00	\$352,039.00
Firm C	\$790,302.00	\$10,640.00	\$800,942.00

Background

SAWA has been conducting riparian bird surveys in the watershed for over 20 years and for Valley District since the 2019 survey season. They are widely regarded as the subject matter experts for riparian birds in the Santa Ana Watershed and have demonstrated their ability to produce high quality and reliable work, engage collaboratively with stakeholders, including regulators, and routinely provide added value.

Their longstanding experience within the project area allows them to utilize efficiencies with study design, access, and coordination with landowners and regulators. They have tangible experience with the local homeless populations and how to navigate potential safety issues in the field. SAWA is utilizing digital data collection methods and standards developed by the USGS that will allow ease of analysis of data across not only the Santa Ana River Watershed but much of Southern California. This is very important as it will allow staff to appropriately compare potential trends and signals observed locally against the larger population to determine if these observations are local or more global in nature.

SAWA's relationships and high standing with regulatory agencies are expected to aid in the development of modified survey protocol for the HCP to utilize in future survey seasons to allow safe and efficient monitoring of riparian bird species. The number of people experiencing homelessness and range of areas with encampments has been increasing in the last several years. It is important for the HCP to develop a survey protocol that ensures surveyor safety while also allowing us to monitor the potential impacts, both positive and negative, of covered activities associated with the HCP.

Fiscal Responsibility

The total fiscal impact of this item is for an amount not to exceed \$265,875 if all options are executed. SAWA cannot charge to an optional item until written concurrence is received from

Valley District staff. Execution of optional items are contingent on what is experienced in the field during the survey season.

Since this is an effort associated with the HCP, Valley District would pay 40% of this total (not to exceed \$106,349.26) and the HCP Partners would reimburse Valley District 60% of the cost (\$159,523.90). There is \$210,000 budgeted in the approved Fiscal Year 2021-2022 Budget for this agreement. The agreement with SAWA would be for 1 calendar year, with field work conducted during the generally accepted breeding bird season (approximately March through September in southern California); consequently, the agreement will span two Fiscal Years: 2021-2022 and 2022-2023.

Attachments

Attachment 1: Amendment 1 for RFP-ENV2201-Riparian Bird Surveys

Attachment 2: SAWA Proposal for Riparian Bird Surveys

MEMORANDUM

Amendment 1 for RFP-ENV2201-Riparian Bird Surveys

February 2, 2022

Please note the following changes to RFP-ENV2201-Riparian Bird Surveys:

- Please note the task to conduct baseline surveys for the western yellow-billed cuckoo has been removed from the Section 5(a) of this RFP as is indicated by the strikethrough in the amended version of this RFP.
- Please also note that repeatable point counts for yellow-breasted chat have also been removed from Section 5(a) as is also indicated by the strikethrough shown in the amended text. The location and number of chat breeding territories will still need to be recorded if they are visually or audibly observed as is described in Section 5(a) of this RFP.

Request for Proposals

Riparian Bird Surveys

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



The Filing Deadline

is: February 18, 2022

5:00 PM

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

1. INTRODUCTION

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

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

The tributaries restoration projects are scheduled to begin construction in the winter of 2022. Therefore, quality monitoring data are needed in order to conduct comparative analyses between the current condition of the riparian bird community and altered future conditions (post-covered activity, post-restoration). The products derived from the Scope of Services in this Request for Proposals (RFP) are intended to provide baseline information for riparian bird species covered by the HCP. The contract that will result from this RFP process will cover the 2022 nesting season.

2. PROPOSAL SCHEDULE

Date	Event
1/31/2022	Release of Request for Proposal
2/18/2022	Deadline for Valley District Receipt of Proposals
Week of 2/21/2022	Optional Interviews
Week of 3/15/2022	Estimated Board of Directors Approval and Contract Award

3. CONSULTING TEAM

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

4. REQUIRED EXPERIENCE AND QUALIFICATIONS

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

5. SCOPE OF SERVICES

Valley District, on behalf of the HCP, is soliciting proposals from qualified firms with demonstrated

technical expertise in surveying for riparian bird species covered by the HCP. Riparian associated bird species covered by the HCP (covered species) that are the focus of this RFP include:

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

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

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

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

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

Monitoring results gathered prior to implementing covered activities are intended to establish baseline population numbers and distribution of covered species within the mainstem Santa Ana River. The area of potential effects from the HCP covered activities includes riparian areas in the mainstem of the Santa Ana River. The geographic focus area of this task is between the Riverside County line to the north and the Prado Basin to the south, as is shown in Figure 1, HCP Effects Monitoring Area, attached. Optional survey areas within San Bernardino County are described in Section 8 Optional Tasks of this RFP.

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

Results of these surveys will be shared with HCP Permittees and partners and will be consistent in methodology to those other survey efforts so that the data can be looked at together to enable regional analysis. We expect to begin implementation of a larger scale long-term monitoring and management plan in 2023 which would identify future survey boundaries and potential changes to methodology that will have to be coordinated with the United States Fish and Wildlife Service

(USFWS) and the California Department of Fish and Wildlife (CDFW).

i. Least Bell's Vireo

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

ii. Southwestern Willow Flycatcher

Presence monitoring of migratory willow flycatchers and for southwestern willow flycatcher occupancy in the Santa Ana Preserve Area has been conducted using informal surveys (without playback) from 2000 to 2020 (SAWA 2020) and involves marking the locations of willow flycatchers observed during least Bell's vireo nest and territory monitoring, and then returning after the migratory period to see if southwestern willow flycatchers are present and nesting (SAWA 2020). To compare with monitoring conducted to date, this method will be used to survey for southwestern willow flycatcher. If occupancy and nesting by southwestern willow flycatchers is suspected, additional protocol-level surveys by permitted biologists using playback (Sogge et al. 2010) as described in Section 8 of this RFP will be triggered. The protocol level surveys described in Section 8 shall not begin until written concurrence is provided by Valley District.

Any modifications to the flycatcher survey protocol shall be coordinated with Valley District and approved in writing prior to implementation.

~~iii. Western Yellow-Billed Cuckoo~~

~~Presence will be measured in suitable habitat using protocol level surveys by federal and state-permitted biologists. All surveys are conducted as playback surveys following the protocol Halterman et al. (2016, or newer version; and sensu the long term study of McNeil et al [2013] on the Lower Colorado River); the protocol is designed to determine if a habitat patch contains cuckoos. There are three survey periods with a minimum of four survey visits. Within a survey area all potentially suitable riparian habitat patches of 12 acres or greater should be surveyed. The broadcast consists of five contact/kowlp calls, each spaced one minute apart. Use only the call provided during official protocol training workshops, played at approximately 70db. The standard survey forms can be obtained from <http://www.fws.gov/southwest.es>.~~

~~When identified, such concentrated areas shall be searched more thoroughly for breeding activity by biologists specifically permitted for nest searching and will then be monitored for success and nest microhabitat selection (Halterman et al. 2016; Hall et al. 2020). Additional variables to be measured at nests include: nestling death due to overheating; egg/nestling predation by corvids, rodents, and/or raptors or other wildlife; and/or starvation due to low food availability (sensu Hughes 2020; Halterman 2016). These variables can provide feedback on habitat quality and necessary adaptive management considerations.~~

iv. Yellow-Breasted Chat

~~Chat densities will be measured using standardized, repeatable riparian point counts throughout the survey area shown in Figure 1 (e.g. Ralph et al. 1995), with between two to three visits during the breeding season to determine trends within the survey area and for comparison with other watersheds in Southern California. Points will be located at least 820 feet (250 meters) apart and will be counted for 10 minutes each two to three times per season. Cowbirds and all other riparian birds will be recorded along with their distances (in meters) estimated from the point (see sampling details in Ralph et al. 1995; Hall and Plesetz 2020).~~

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

v. General Requirements

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

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

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

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

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

1. Hidden Valley Wetlands (112 acres)
2. Lower Hole Creek (18 acres)
3. Anza Creek (114 acres)
4. Old Ranch Creek (208 acres)
5. Evans Lake Drain (94 acres)
6. Sunnyslope Creek & Vicinity (300 acres)

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

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

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

Protocol surveys for the southwestern willow flycatcher will occur if they are observed, as is described in Section 8 of this RFP. Protocol surveys for the southwestern willow flycatcher shall not start until written concurrence to do so is provided by Valley District to execute the optional task. For all other covered species or other T&E species, GPS points, notes and photos shall be taken to document the species and habitat it was observed in. Notes shall be taken on habitat type, structure, behavior of the species, reproductive success, and any other information that can help meet the objective of establishing a baseline understanding of covered species to analyze potential impacts of HCP covered activities in the future.

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

c. *Methodology Coordination with Wildlife Agencies:*

The Consultant shall participate in coordination with the USFWS and CDFW to develop a survey protocol for monitoring riparian birds into the future. It is expected that this protocol will be generally based on the existing least Bell's vireo and southwestern willow flycatcher protocols but will be modified to enable safe gathering of data in light of conditions within the survey area that may put the safety of surveyors in jeopardy.

The Contractor should assume up to 10 meetings of 1 to 2 hours in duration as well as time to prepare for these meetings. The goal will be to develop a protocol that can be implemented to maximize surveyor safety as well as obtain quality data to inform habitat management decisions within the HCP Preserve System.

d. **Meetings**

The Consultant shall participate in the following meetings over the course of the contract:

- i. **Monthly Update Meetings:** The purpose of the update meetings is to keep stakeholders, including the resource agencies and landowners, abreast of the observations made during the survey period. Each meeting would be expected to last no more than 1 hour. It is assumed that these meetings would take place remotely.
- ii. **Annual Meeting:** The purpose of the annual meeting is to provide the Valley District Board of Directors and stakeholders with a summary of observations made during the year. It is assumed that this annual meeting will include a PowerPoint presentation that summarizes information presented in the annual report, as described in 6. Deliverables, below.

6. COWBIRD TRAPPING

a. ***Provide and Operate and Maintain 10 Cowbird Traps:***

The Consultant shall provide and operate and maintain 10 cowbird traps within the survey area during the 2022 survey season, unless otherwise coordinated and approved by Valley District. The Consultant shall coordinate the location of these traps with Valley District and other stakeholders to ensure traps are in locations that complement, rather than duplicate, other trapping efforts in the area. The Consultant shall obtain all rights of entry and permits necessary to place and operate and maintain the cowbird traps.

7. ENCAMPMENT MAPPING

The Contractor shall map all encampments that are encountered during surveys and provide this information to Valley District as soon as possible to help coordinate efforts to ensure surveyor safety.

8. OPTIONAL TASKS:

a. ***Baseline Monitoring for Effects from HCP Covered Activities: San Bernardino County***

Extend Section 5(a) Baseline Monitoring for Effects from HCP Covered Activities task upstream to the confluence of the Santa Ana River and Rialto Drain as shown in Figure 3, Optional Task Area, attached. If these surveys are executed, the results would be included in the annual report described in Section 9 of this RFP.

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

b. ***Southwestern willow flycatcher protocol surveys and reporting.***

These surveys would only be triggered if willow flycatcher observations in Sections

5(a) or 5(b) warrant protocol surveys independent of least Bell's vireo surveys. Reporting, as described in Section 9 would also be required if this optional task is executed.

Protocol-level surveys generally require broadcasting southwestern willow flycatcher songs for 3-5 minutes at stations located every 66-98 feet (20-30 meters) in suitable habitat. Vocalization recordings are standardized, and surveyors are required to have appropriate permits to conduct protocol-level surveys. When birds are detected, metrics including position coordinates are recorded on standardized data sheets (Sogge et al. 2010), and data must be submitted to the USFWS, CDFW, and the USGS Recovery Database by January 31, 2022.

Nest Monitoring: Fecundity and parasitism will be measured if/when nests are detected within the survey area shown in Figures 1 and/or 2 and will be conducted on a weekly basis from mid-May through mid-August. A permitted biologist will determine nest location, clutch size, hatching/fledging success, and whether the nest is parasitized or not when feasible, following methods outlined in Sogge et al. (2010) and Rourke et al. (1999). Nest success surveys will be conducted whenever southwestern willow flycatcher nests are documented in the survey area shown in Figures 1 and/or 2.

Any modifications to the flycatcher survey protocol shall be coordinated with Valley District and approved in writing prior to implementation.

c. *Additional Cowbird Trapping*

Additional cowbird traps and operation and maintenance of those traps may be necessary depending on field observation and coordination with the USFWS and/or CDFW. Please provide a unit cost for acquiring and operating and maintaining cowbird traps for this task. Reporting associated with any additional cowbird traps associated with this task would occur as described in Section 9 of this RFP.

9. REPORTING

a. *Annual Reporting:*

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

California Endangered Species Acts. A map showing all encampments encountered and a narrative on how they affected the survey effort shall also be included in the annual report.

A draft report shall be provided to Valley District to review and comment on. The Contractor will incorporate comments from Valley District into a final report. This final report shall be provided to Valley District no later than December 31, 2022, unless otherwise coordinated with Valley District.

b. ***Protocol Reports:***

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

10. DELIVERABLES

- a. Annual Reports: Annual reports to satisfy the Contractors' permit requirements (e.g. 10(a)1(a) permit or scientific collector's permit) shall be finalized and submitted to relevant agencies prior to deadlines required by those permits. A final annual report, as described in Section 9, above, and corresponding figures and maps shall be provided to Valley District no later than December 1, 2022, unless otherwise coordinated and approved by Valley District.
- b. Photographs: All photographs taken during surveys shall be provided to Valley District along with GPS points of where they were taken by December 1, 2022, or as requested by Valley District, unless otherwise coordinated and approved by Valley District.
- c. Mapping and GIS Data: All final iterations of spatial data created to support figures or analysis shall be provided to Valley District formats compatible with ArcGIS 10.6 by December 1, 2022, or as requested by Valley District, unless otherwise coordinated and approved by Valley District.

11. PROJECT SCHEDULE

The proposal shall include a detailed schedule for each of the site evaluations. The schedule will be reviewed and approved by Valley District prior to the start of any site evaluations.

12. PROPOSAL REQUIREMENTS

- a. Body of the proposal
 - i. Project Understanding. A clear statement of the project.
 - ii. Project Approach. The project approach shall include a detailed description of all tasks needed for successful completion of the project and shall follow the general outline provided in the Scope of Services section above. Recommended optional tasks should be listed for consideration.
 - iii. Organizational Chart. Indicate the individuals who will work on the project. Include names, firm names, contact information including addresses, telephone numbers, email addresses, and chain of responsibility. Qualifications for each

- individual are to be provided in the appendix as described b. below.
- iv. Project Schedule.
 - v. Other Information. Consultant is encouraged to include any additional information that may assist Valley District in making its determination in the selection process.
 - vi. Fee Schedule. Fee schedule shall be organized to follow the tasks described in the Scope of Services. Services outlined in each proposal must comply with all requirements set forth in this RFP. The costs shall provide **hourly rates and hours** to complete each task, including sub-consultants' hourly rates and hours, and any other costs for a complete project. The level of effort and associated costs are to be easily understood by Valley District. Valley District accepts no responsibility for costs incurred by any individual or firm submitting a proposal pursuant to this RFP. The proposal must include a complete and fixed price. If the Scope of Services requires modification during the course of the work, Valley District will determine whether to amend the current agreement or to issue a subsequent RFP for additional services. The price specified must remain firm and irrevocable for 60 days following the RFP submission date. All proposals become property of Valley District and will not be returned.

b. Appendix

- vii. Qualifications, licenses, certificates, and resumes for all persons, including sub-consultants that will work on the project. Please limit individual experience to similar projects. For each project used as experience, highlight the name(s) of each individual on the project team that is also proposed for this project. Please include current reference(s).

One PDF copy of the proposal must be received by the filing deadline. Please submit your proposals to Chris Jones at chrisj@sbumwd.com.

Please direct all questions regarding this RFP to Chris Jones by email (chrisj@sbumwd.com). Please note the questions and answers may be sent via email to the entire distribution list for this RFP.

13. INTERVIEW

Interviews may be scheduled with select firms following initial review of the proposals. If interviews occur, they will occur remotely. The interview will consist of a 20-minute presentation by the project team followed by a 20-minute question and answer period.

14. EVALUATION PROCESS AND CRITERIA

Evaluation of proposals shall be based upon a competitive selection process. Valley District reserves the right to issue additional RFPs, to modify or abandon this project before award of contract.

15. CONTRACT

A sample copy of Valley District's Standard Agreement for Consulting Services is attached (Attachment A) for your information. Upon approval of the Valley District Board of Directors, the selected Consultant is required to execute the agreement. Consultant is to notify Valley District immediately if they are unwilling to sign the contract so that Valley District can begin negotiation with another firm.

16. REFERENCES

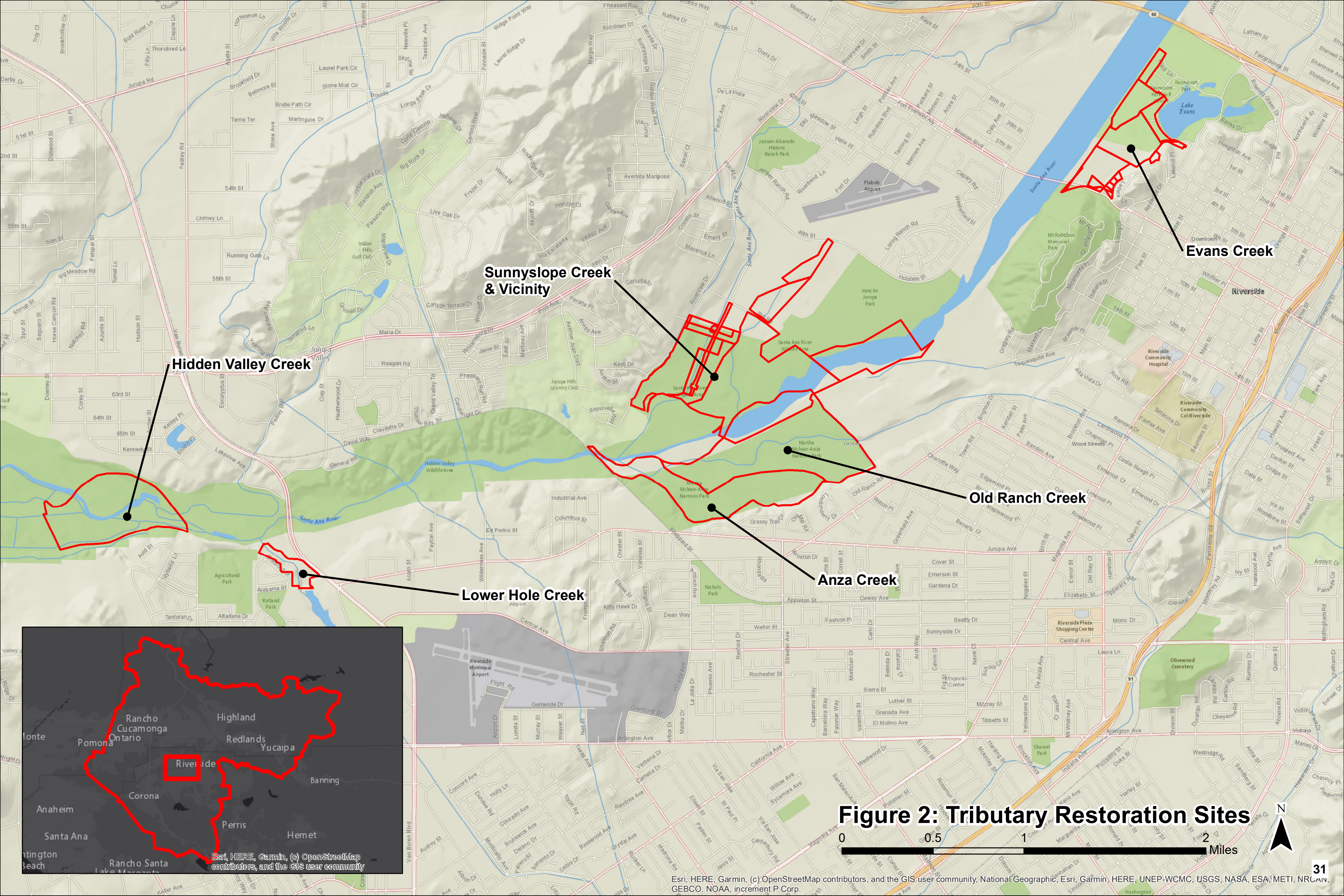
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- Santa Ana Watershed Association (SAWA). 2019. Status and Management of the Least Bell's Vireo and Southwestern Willow Flycatcher in the Santa Ana River Watershed, 2019, and Summary Data by Site and Watershed-Wide, 2000-2019. Prepared for U.S. Fish and Wildlife Service, U.S. Army Corp of Engineers, San Bernardino Valley Municipal Water District, and Orange County Water District. December 2019.
- SAWA. 2020. Status and Management of the Least Bell's Vireo and Southwestern Willow Flycatcher in the Santa Ana Watershed, 2020, and Summary Data by Site and Watershed-Wide, 2000-2020. Prepared for U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, San Bernardino Valley Municipal Water District, Orange County Water District.
- Sogge, M.K., D. Ahlers, and S.J. Sferra. 2010. A natural history summary and survey protocol for the southwestern willow flycatcher: U.S. Geological Survey Techniques and Methods 2A-10.
- Stillwater Sciences and ICF. 2021. Upper Santa Ana River Habitat Conservation Plan Comprehensive Adaptive Management and Monitoring Program: A Living Document – Version 1. September. Prepared by Stillwater Sciences, Los Angeles, CA and ICF, San Diego, CA for San Bernardino Valley Municipal Water District, San Bernardino, CA.



Figure 1
HCP Effects Monitoring Area

Legend

- HCP Effects Monitoring Area



Hidden Valley Creek

Sunnyslope Creek & Vicinity

Evans Creek

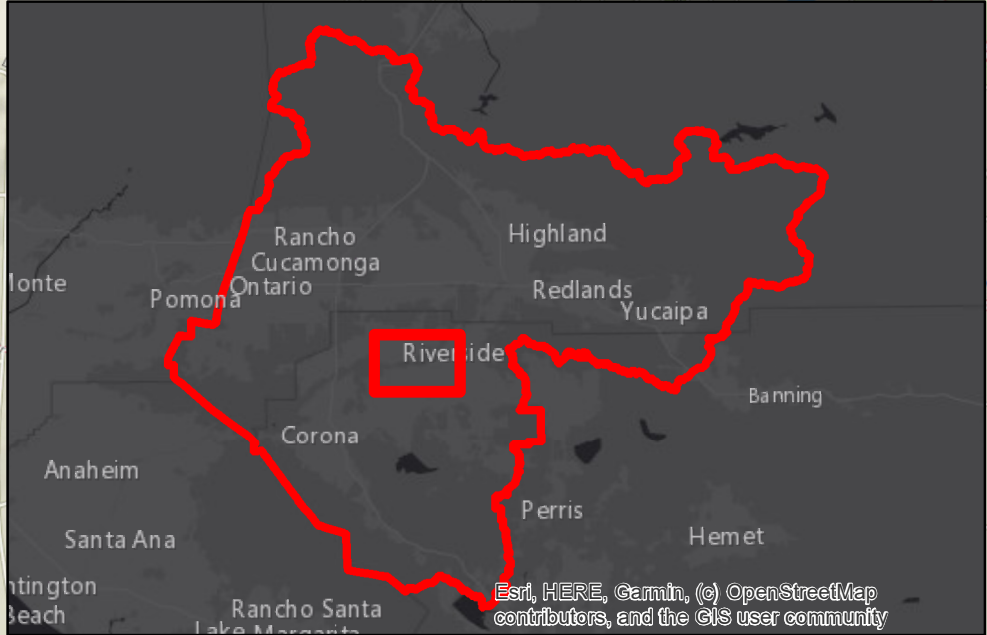
Old Ranch Creek

Anza Creek

Lower Hole Creek

Figure 2: Tributary Restoration Sites

0 0.5 1 2 Miles



Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Figure 3

Optional Task i. Area

Legend



CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (“*Agreement*”) is entered into as of _____, 2022 (“*Effective Date*”), by and between San Bernardino Valley Municipal Water District, a municipal water district organized and operating under the Municipal Water District Law of 1911 (“*District*”), and [REDACTED], a [REDACTED] (“*Consultant*”). District and Consultant are sometimes referred to herein collectively as “*Parties*” and individually as “*Party*.”

RECITALS

A. District is a public agency of the State of California and is in need of a qualified consultant to provide professional services for the following project:

JOB NAME: [PROJECT NAME]

JOB NUMBER: [PROJECT NUMBER]

B. Consultant is duly licensed in the State of California and has the necessary qualifications to provide such professional services.

C. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant will render such professional services to District.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I SCOPE OF SERVICES TO BE PERFORMED, TIME OF PERFORMANCE AND TERM

1.1 Term. The term (“*Term*”) of this Agreement shall commence on the Effective Date and shall automatically terminate upon earlier of: (a) [REDACTED]; or (b) the successful completion of Services (as defined below), unless earlier terminated.

1.2 Scope of Services and Time of Performance. During the Term of this Agreement, Consultant shall perform all services, and provide all materials, equipment, tools, labor, and expertise, necessary to furnish the professional services set forth in Consultant’s proposal in response to the RFP (“*Proposal*”), a true and correct copy of which is attached as *Exhibit “A”* hereto and incorporated herein by reference (collectively, “*Services*”). All Services shall be performed in accordance with the timeframes set forth in the Proposal.

1.3 Task Orders. From time to time, the Parties may make changes to or authorize certain work set forth in the scope of Services, including without limitation issuing additional instructions, requiring additional work, or deleting work previously ordered, by executing one or more task orders (each a “*Task Order*”). The provisions of this Agreement shall apply to all such Task Orders. The costs of each Task Order, or any modification of time for completion that might be required thereby, shall be mutually agreed upon in writing by District and Consultant before

commencement of the work called for by such Task Order. A Task Order is a request for additional Services and/or changes to Services, and shall not be effective unless and until accepted in writing by both Parties. Consultant shall be solely responsible for all costs and expenses associated with any additional Services, including additional Services already performed, that have not been specifically agreed upon in writing by Consultant and District. As used in this Agreement, the term “*Services*” shall include Services added, deleted, or modified by any Task Order.

1.4 Qualifications. Consultant represents and warrants to District that it has the qualifications, experience, licenses, and facilities necessary to properly perform the Services in a timely, competent, and professional manner.

1.5 Licenses. Consultant shall, in accordance with applicable laws and ordinances, obtain and maintain at its expense all permits and licenses necessary to accomplish the Services. Failure to maintain a required permit or license may result in immediate termination of this Agreement.

1.6 Standard of Care. Consultant shall perform all Services in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and competence ordinarily exercised by members of the profession currently practicing under similar conditions and in compliance with all federal, state, and local laws, rules, regulations, or ordinances applicable to the Services.

1.7 Relations with Construction Contractor. Consultant shall not directly or indirectly communicate with or consult with any construction or other District contractor utilized in the project, except in the presence of or with the specific written consent of the District.

1.8 Non-Exclusivity. District agrees that Consultant may perform services in matters that are not substantially related to the Services for people or entities that are or might be adverse to District. Subject to the restrictions of this Section 1.8 and Sections 3.2 and 3.3, Consultant will have no obligation to limit or restrict the assignment of its consultants, employees, and principals to other projects as a result of their performance of the Services.

ARTICLE II COMPENSATION AND EXPENSES

2.1 Compensation. As full and complete compensation for the Services to be rendered by Consultant, District shall pay Consultant for all Services performed pursuant to this Agreement, inclusive of subconsultants and miscellaneous expenses, in the amount and on the schedule set forth in the Proposal (“*Compensation*”), which amount shall not exceed [COST IN WORDS] (\$[X,XXX.XX]) (“*Maximum Fee*”). To the extent different payment terms are set forth in a Task Order that conflict with the general payment terms set forth in the Proposal, the terms in the Task Order shall control. Consultant acknowledges and agrees that in no event shall Consultant receive or have a claim of any kind for any payment in excess of the Maximum Fee for any work, including additional Services under any Task Order, performed under this Agreement, unless such amount exceeding the Maximum Fee is specifically approved in writing by District.

2.2 Billing Procedure. On or before the tenth (10th) day of each month, Consultant will submit to District an accurate and complete statement (“**Invoice**”) for Services actually performed during the previous month and other amounts due under this Agreement. Each Invoice shall include, at a minimum: (a) District’s job name; (b) District’s job number; (c) Consultant’s point of contact for billing questions; (d) basis of billing; (e) total contract value; (f) total billing to date; (g) amount remaining in contract; (h) estimated percentage of completion at time of billing; and (i) a summary of Services actually performed during the billing period. Each Invoice shall be supported by such data substantiating Consultant’s right to payment as District may reasonably require.

2.3 Payment. District shall pay to Consultant within thirty (30) calendar days after receipt of an Invoice, or the resolution of any billing dispute, all undisputed amounts. District may withhold a portion of an Invoice because of defective Services not remedied or unsatisfactory prosecution of the Services by Consultant. District will release any withheld funds upon Consultant satisfactorily remedying the issue that resulted in the withholding. District will not pay late fees to Consultant on the compensation due Consultant under the terms of this Agreement. Payment of any Invoice shall not constitute acceptance of any Services completed by Consultant, and the making of final payment shall not constitute a waiver of any claims by District for any reason whatsoever.

2.4 Disputed Invoices. In the event District disputes an Invoice, District shall provide a written explanation of the dispute to Consultant within thirty (30) days after receiving the Invoice. District and Consultant shall cooperate to resolve any disputed amount. District shall not be penalized for any reasonable dispute and shall not be obligated to pay any amount in dispute until the dispute has been resolved.

2.5 Expenses. District must pre-approve in writing each reasonable and necessary expense for which Consultant intends to seek reimbursement, which expenses are directly related to the performance of the Services. If pre-approved, such expenses for reasonable and necessary travel, lodging, or miscellaneous expenses incurred in the performance of this Agreement will be reimbursed to Consultant in accordance with District’s general reimbursement policy. Consultant shall submit an Invoice of all incurred expenses accompanied by reasonable supporting documentation or transaction receipts. Invoices that fail to include reasonable supporting documentation or receipts will not be honored and District will have no obligation of any kind to reimburse Consultant for unsupported expenses listed on such Invoices.

2.6 Taxes. Any Taxes imposed by governing taxing authorities with respect to the Services will be the responsibility of Consultant. “**Taxes**” shall mean all taxes imposed with respect to the provision of the Services and associated amounts payable with respect to the Services, whether denominated as sales taxes, gross receipts taxes, transaction privilege taxes, use taxes, excise taxes, or otherwise.

ARTICLE III
WORK PRODUCT; CONFIDENTIAL INFORMATION

3.1 Project Data. Consultant shall be exclusively responsible for obtaining from the appropriate sources, persons or third parties, all data and information necessary for the proper, timely and complete performance and satisfaction of the Services.

3.2 Work Product. Upon completion or other termination of this Agreement, Consultant shall provide to District, and such other consultants approved by District, all papers, maps, models, designs, calculations, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "**Work Product**") developed from or associated with the Services. Upon completion of the Services, Consultant shall provide one reproducible physical copy and one electronic copy of all final Work Product described in the Proposal, in forms acceptable to District. Consultant acknowledges that all Services performed or Work Product prepared for District by Consultant hereunder, including without limitation all data, calculations, reports, models, working notes, drawings, designs, improvements, trademarks, patents, copyrights (whether or not registered or patentable), and specifications developed or prepared by Consultant in connection with or related to such Services or Work Product shall become the sole and exclusive property of District, unless specifically otherwise agreed upon in writing by District and Consultant. Consultant hereby unconditionally assigns, transfers and conveys to District all rights, interests and claims of any kind related thereto, including copyright. Consultant shall promptly disclose such Work Product to District and, at the District's expense, perform all actions reasonably requested by District (whether during or after the Term) to establish and confirm such ownership (including, without limitation, executing any necessary assignments, consents, powers of attorney, and other instruments). Notwithstanding the preceding, all pre-existing intellectual property owned by Consultant which is incorporated in or utilized to develop the Services performed or Work Product prepared for District hereunder shall remain the sole and exclusive property of Consultant; provided, however, that Consultant grants to District a non-exclusive, perpetual, fully transferable, worldwide, royalty-free, limited license to use such pre-existing intellectual property in connection with such Services or Work Product. Consultant shall not be held liable for reuse of Work Product or modifications thereof by District or its representatives for any purpose other than the original intent of this Agreement, without written authorization of Consultant.

3.3 Confidential Information. Consultant acknowledges that during the Term it may receive or have access to certain information, observations, and data (including without limitation trade secrets, designs, ideas, products, research, software, financial data, and personal information) concerning the business or affairs of District which is designated as confidential or proprietary or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("**Confidential Information**"). All Confidential Information is, and shall remain, the property of District. Consultant shall: (a) use all Confidential Information solely for the purpose of providing the Services described in this Agreement; (b) hold all Confidential Information in strict confidence; (c) protect all Confidential Information from dissemination to, and unauthorized access or use by, any third party, using the same level of care and discretion that it uses with its own similar information, which in no case will be less than commercially reasonable care; (d) restrict access to all Confidential Information to such of its personnel, agents, and/or subconsultants, if any, who have a need to have access in order to provide

the Services and who are under obligations of confidentiality substantially similar to those in this Agreement; and (e) return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement and promptly confirm such return or destruction. Consultant shall not sell or make any unauthorized use of any Confidential Information.

ARTICLE IV BOOKS AND RECORDS

4.1 Books and Records. Consultant shall keep and preserve for no less than four (4) years after the date of final billing or termination of this Agreement, whichever shall first occur, accurate and detailed records of all ledgers, books of account, invoices, vouchers, cancelled checks, and other documents or records evidencing or relating to the Services and disbursements charged to District under this Agreement (collectively, “*Books and Records*”). All Books and Records shall be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Consultant under this Agreement. District and its agents shall be given full access to such Books and Records during normal business hours. District and its agents shall have the right to make copies of any of the said Books and Records.

4.2 Work Product Documentation. Consultant further agrees to maintain all design calculations and final Work Product on file in legible and readily accessible form. In addition to the requirements of Section 3.2, Consultant shall make copies of such material available to District, at District’s sole cost and expense, and Consultant shall not destroy the originals of such materials and items, including any additions, amendments or modification thereto, unless District fails to object to such destruction upon Consultant providing District with sixty (60) days advance written notice, indicating that such material is scheduled to be destroyed.

ARTICLE V INDEPENDENT CONTRACTOR

5.1 Status. The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent contractor and shall not be deemed in any way an agent, partner, or joint venturer of District. Consultant acknowledges and agrees that, as an independent contractor, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.

5.2 Agency Restrictions. Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner, or joint venturer of District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of District. Consultant shall not obligate District to do any other act that would bind District in any manner.

5.3 Further Assurances. Consultant shall furnish District with any documents or records that District reasonably believes necessary to properly and timely carry out the Services. District shall first tender written notice to Consultant regarding any documents or records that it reasonably believes necessary to properly carry out the Services. Consultant shall then have ten (10) days from the receipt of such notice to provide District with the requested documents or records.

ARTICLE VI TERMINATION

6.1 Termination. At any time during the Term of this Agreement, District may terminate this Agreement, in whole or in part, with or without cause, upon ten (10) working days' written notice to Consultant. Upon receipt of the termination notice, Consultant shall promptly discontinue Services except to the extent the notice otherwise directs. In the event District renders such written termination notice to Consultant, Consultant shall be entitled to compensation for all Services properly rendered prior to the effective date of the notice and all further Services set forth in the notice. District shall be entitled to reimbursement for any compensation paid in excess of Services properly rendered and shall be entitled to withhold compensation for defective Services or other damages caused by Consultant's work. Consultant acknowledges District's right to terminate this Agreement as provided in this Article VI, and hereby waives any and all claims for damages that might arise from District's termination of this Agreement. Consultant shall deliver to District and transfer title (if necessary) to all completed Work Product. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Services.

ARTICLE VII CALIFORNIA LABOR CODE PROVISIONS FOR PUBLIC WORKS PROJECTS

7.1 Prevailing Wage Rates. Consultant is aware of the requirements of California Labor Code sections 1720 *et seq.* and 1770 *et seq.* (collectively, "**Prevailing Wage Laws**"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall indemnify, defend, and hold harmless District and its directors, officers, employees, and agents from any claims, liabilities, costs, fines, penalties, or interest arising out of any failure or alleged failure of Consultant or its subconsultants to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, including without limitation prevailing wages, employment of apprentices, hours of labor, and debarment of contractors and subcontractors.

7.2 Registration. If the Services are being performed as part of an applicable “public works” or “maintenance” project, in addition to the foregoing, then pursuant to California Labor Code sections 1725.5 and 1771.1, Consultant and all subconsultants must be registered with the Department of Industrial Relations (“**DIR**”). Consultant shall maintain registration for the duration of this Agreement and require the same of any of its subconsultants. This Agreement may also be subject to compliance monitoring and enforcement by the DIR. Consultant shall have sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

7.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of California Labor Code section 3700, which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and Consultant agrees to comply with such provisions before commencing the performance of any Services.

ARTICLE VIII PROJECT MANAGEMENT

8.1 Consultant’s Representative. [REDACTED] (“**Consultant’s Representative**”) is hereby designated as the principal and representative of Consultant authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection herewith. Consultant shall not substitute Consultant’s Representative without first notifying District in writing of Consultant’s intent. District shall have the right to review the qualifications of said substitute. If District determines said substitute Consultant’s Representative is unacceptable, Consultant shall submit alternate candidates until District determines the substitute Consultant Representative is acceptable.

8.2 District’s Representative. [REDACTED] (“**District’s Representative**”) is hereby designated to represent District and except as otherwise provided herein authorized to act on its behalf with respect to the Services specified herein and to make all decisions in connection therewith. District may substitute District’s Representative at any time upon written notice to Consultant.

ARTICLE IX INDEMNIFICATION; LIMITATION OF LIABILITY

9.1 Indemnification. Consultant shall indemnify, defend, and hold harmless District and District’s directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, judgments, fines, penalties, and deficiencies, including attorneys’ fees (collectively, “**Claims**”), arising out of or related to any acts or omissions, or goods, products, or services made, furnished, or otherwise provided, or alleged to be made, furnished, or otherwise provided, by Consultant or Consultant’s employees, representatives, agents, subconsultants, contractors, subcontractors, suppliers, successors, permitted assigns, or anyone acting on behalf of Consultant in connection with the performance of the Services. Consultant’s indemnification responsibility with respect to the Services shall exist and continue regardless of

the extent to which District may have reviewed and approved the Services performed by Consultant, except that Consultant shall not be responsible for any Claim attributable to the Services to the extent such Claim is attributable to a decision made by District with respect to which Consultant and District have specifically agreed in writing that District shall be the responsible party. Consultant's indemnification obligations shall not be affected by any insurance provisions or limitations of liability contained in this Agreement. Consultant's indemnification obligations shall continue in full force and effect notwithstanding the completion, expiration, or other termination of this Agreement.

9.2 Limitation of Liability. DISTRICT'S CUMULATIVE AGGREGATE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING UNDER CONTRACT OR BASED UPON A CLAIM OF STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER TORT OR STATUTORY BASIS, SHALL BE LIMITED TO THE TOTAL PAYMENTS MADE BY DISTRICT TO CONSULTANT HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT UPON WHICH LIABILITY IS PREDICATED. IN NO EVENT WILL DISTRICT OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, OR AFFILIATES BE LIABLE FOR LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST REVENUES, OR FOR EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, DELAY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR THE LIKE, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE PARTIES EACH ACKNOWLEDGE THAT THE FORGOING LIMITATION OF LIABILITY IS A MATERIAL CONDITION OF DISTRICT'S WILLINGNESS TO ENTER INTO THIS AGREEMENT, AND THAT DISTRICT WOULD NOT ENTER INTO THIS AGREEMENT BUT FOR SUCH LIMITATION.

ARTICLE X INSURANCE

10.1 Insurance. Consultant shall provide, pay for, and maintain in force at all times during the performance of the Services hereunder, the policies of insurance set forth below. Consultant shall provide original certificates of insurance and endorsements evidencing coverage on forms reasonably acceptable to District prior to commencing any Services under this Agreement and promptly upon request thereafter. The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy, substitute for, or otherwise limit Consultant's indemnification obligations under this Agreement. Consultant acknowledges that the insurance coverage and the policy limits set forth in this Agreement constitute the minimum coverage and policy limits required.

(a) Commercial General Liability Insurance covering liabilities for death and personal injury, liabilities for loss of or damage to property, and contractual indemnity obligations with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability Insurance for bodily injury or death and property damage, including coverage for owned, non-owned, leased, and hired auto, with a minimum \$1,000,000 per person and \$2,000,000 per occurrence.

(c) Workers' Compensation Insurance as required by applicable law.

(d) Employers' Liability Insurance with limits of at least \$1,000,000 per occurrence.

(e) Professional Liability Insurance/Errors and Omissions Liability Insurance appropriate to Consultant's profession, with limits of liability of not less than \$2,000,000 each claim/annual aggregate.

10.2 Policy Requirements. All insurance policies required pursuant to this Agreement shall:

(a) For all liability policies, include an additional insured endorsement at least as broad as ISO CG 2010 07 04 and consistent therewith naming as additional insureds "San Bernardino Valley Municipal Water District and its directors, officers, employees, representatives, agents, affiliates, subsidiaries, predecessors, successors, and assigns".

(b) Be on an "occurrence" basis, not a "claims-made" basis. The foregoing policies must contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(c) Be primary and non-contributory with any insurance programs carried by or available to District.

(d) Waive all rights of subrogation and contribution against District and its insurers.

(e) Provide that coverage shall not be revised, cancelled or reduced until at least thirty (30) days' written notice of such revision, cancellation or reduction shall have been given to District. In the event any policies of insurance are revised, cancelled or reduced, Consultant shall prior to the revision, reduction or cancellation date, submit evidence of new insurance to District complying with this Agreement.

(f) Be issued by insurance companies which are qualified to do business in the State of California and which have a current rating of A-VIII or better in Best's Insurance Report.

10.3 Subconsultant Insurance. In the event Consultant subcontracts any portion of its performance, the agreement between Consultant and the subconsultant shall require the subconsultant to carry the same policies of insurance that Consultant is required to maintain pursuant to this Agreement.

**ARTICLE XI
REPRESENTATIONS AND WARRANTIES**

11.1 Representations and Warranties. Each Party represents and warrants the following:

(a) Such Party is duly organized, validly existing, and in good standing under the laws of its state of formation or incorporation and has all requisite power and authority to conduct the business with which it conducts and proposes to conduct.

(b) All action on the part of such Party necessary for the authorization, execution, delivery, and performance of this Agreement, and the consummation of the transactions contemplated herein, has been properly taken and obtained in compliance with applicable law.

(c) Such Party has not entered into nor will either enter into any agreement (whether written or oral) in conflict with this Agreement or which would prevent such Party from performing its obligations under this Agreement.

(d) Such Party has the contacts and expertise, and will reasonably allocate its financial and time resources on a best efforts basis to enable it to perform its obligations hereunder.

**ARTICLE XII
MISCELLANEOUS**

12.1 Entire Agreement. This Agreement contains the entire understanding between the Parties, and supersedes any prior understanding and/or written or oral agreements between them, respecting the subject matter of this Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, by and between the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

12.2 Assignment. Consultant may not assign its rights and obligations hereunder, in part or in whole, without the prior written consent of District, which consent may be granted or withheld in District's sole discretion.

12.3 Succession. This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.

12.4 No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.

12.5 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

12.6 Notices. Any notice to be given or to be served upon either Party hereto in connection with this Agreement must be in writing and shall be deemed to have been given and received: (a) when personally delivered; (b) two (2) days after it is sent by Federal Express or similar overnight courier, postage prepaid and addressed to the Party for whom it is intended, at

that Party's address specified below; (c) three (3) days after it is sent by certified or registered United States mail, return receipt requested, postage prepaid and addressed to the Party for whom it is intended, at that Party's address specified below; or (d) as of the date of electronic mail transmission addressed to the Party for whom it is intended, at that Party's electronic mail address specified below, and provided that an original of such notice is also sent to the intended addressee by means described in clauses (a), (b), or (c) within two (2) business days after such transmission. Either Party may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

If to District: San Bernardino Valley Municipal Water District
Attn: _____
380 East Vanderbilt Way
San Bernardino, CA 92408
Telephone: (909) 387-9253
E-Mail: _____

If to Consultant: _____
Attn: _____

Telephone: (_____) _____
E-Mail: _____

12.7 Governing Law; Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, excluding any choice of law provision that would apply the laws of any other jurisdiction. The Superior Court of the State of California in and for San Bernardino County shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each Party hereby consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of such forum, whether on the basis of the doctrine of forum *non conveniens* or otherwise.

12.8 Waivers. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

12.9 Amendment. Except as expressly provided otherwise herein, this Agreement may not be modified, altered, or changed in any manner whatsoever except by a written instrument duly executed by authorized representatives of both Parties.

12.10 Severability. If any provision of this Agreement shall be deemed or held to be invalid or unenforceable for any reason, such provision shall be adjusted, if possible, rather than voided, so as to achieve the intent of the Parties to the fullest extent possible. In any event, such provision shall be severable from, and shall not be construed to have any effect on, the remaining provisions of this Agreement, which shall continue in full force and effect.

12.11 Time of the Essence. Time is of the essence in the performance of each and every provision or obligation of this Agreement as to which time is an element.

12.12 Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Agreement.

12.13 Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

12.14 Attorneys’ Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys’ fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that Party may be entitled.

12.15 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. Signatures may be delivered electronically or by facsimile and shall be binding upon the Parties as if they were originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the Effective Date.

DISTRICT:

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____

Name: _____

Its: _____

CONSULTANT:

[REDACTED]

By: _____

Name: _____

Its: _____

EXHIBIT “A”

[Insert Consultant’s Proposal]

THE SANTA ANA WATERSHED ASSOCIATION PROPOSAL

For

Riparian Bird Surveys

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

February 2022



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Riparian Bird Surveys

A) Proposal Requirements

i. Project Understanding

In the process of developing the Upper Santa Ana River Habitat Conservation Plan (HCP or Plan) the San Bernardino Valley Municipal Water District (Valley District), in cooperation with eleven other HCP Permittees, has the need to collect baseline data for the purposes of acquiring federal and potentially State incidental take permits. The HCP Conservation Strategy will include a comprehensive package of stream restoration, enhancement and preservation, and threats management. The HCP will be required to monitor for effects to covered species and their habitats resulting from construction and operations of proposed covered activities. Effects monitoring for riparian migratory bird species will occur in the mainstem of the Santa Ana River generally between the Rialto Channel and Prado Dam. Additionally, the HCP proposes to restore or enhance multiple tributaries to the Santa Ana River located in the Riverside area. Quality monitoring data are needed in order to conduct comparative analyses between the current condition of the riparian bird community and altered future conditions (post-covered activity, post-restoration). The Scope of Services in this proposal are intended to provide baseline information for riparian bird species covered by the HCP.

Riparian bird surveys will be conducted from the Riverside County line at Riverside Avenue downstream to Prado Dam. The upstream section between Rialto Channel and Riverside Avenue in San Bernardino County is included as an optional task to be determined at a later date. Since the Santa Ana Watershed Association (SAWA), the U.S. Army Corps of Engineers (USACE), the Orange County Water District (OCWD), and other HCP partners conduct similar monitoring from Interstate 15 downstream to Prado Dam, the monitoring area covered in this proposal will only span from Riverside Avenue downstream to Interstate 15 to avoid duplication. SAWA regularly coordinates with OCWD and USACE during the nesting season to avoid survey overlap.

The HCP proposes to restore sites within multiple tributaries of the Santa Ana River (SAR), where a more intensive monitoring effort will occur. Riparian bird monitoring efforts in 2022 will be designed to determine effects from HCP covered activities and to further capture baseline data on covered species, specifically Least Bell's Vireo (*Vireo bellii pusillus*; hereafter vireo), found in the project area and to determine potential population changes over time. This proposal covers riparian bird monitoring and census of the following avian species listed as covered species in the HCP: Least Bell's Vireo (state/federal endangered), Southwestern Willow Flycatcher (*Empidonax traillii extimus*; state/federal endangered), Western Yellow-billed Cuckoo (*Coccyzus americanus*; state endangered/federal threatened), Coastal California Gnatcatcher (*Polioptila californica californica*; federal threatened), Tri-colored Blackbird (*Agelaius tricolor*; state threatened), and the following sensitive species: Cactus Wren (*Campylorhynchus brunneicapillus*), Yellow-breasted Chat (*Icteria virens*), and Burrowing Owl (*Athene cunicularia*). If the presence of listed species other than vireo (e.g., Southwestern Willow Flycatcher) triggers protocol surveys, they will be conducted as appropriate under a separate task.

ii. Project Approach

I. Baseline Monitoring of Riparian Birds for Effects from HCP Covered Activities

a. Least Bell's Vireo

The mainstem Santa Ana River (SAR) census will be conducted during avian breeding season, with 3-8 visits as necessary between March and September, in an attempt to detect all vireo territories, as well as Yellow-breasted Chat, Southwestern Willow Flycatcher, Western Yellow-billed Cuckoo, Coastal California Gnatcatcher, Burrowing Owl, and Tri-colored Blackbird within or adjacent to the riparian zone. Potential habitats will be carefully traversed along the edges and open trails. Surveys will be conducted five days per week throughout the nesting season (March through July). Occasional visits to determine continued vireo presence will occur through September. All vireos encountered will be noted as to location, behavior, and reproductive status on each visit. GPS coordinates will be taken in the approximate center of the territory, if known. Incidentally, biologists will attempt to document the location of homeless encampments when it is safe to do so. Playback of vireo vocalizations will not be used during surveys. Field biologists work under the direction of the Principal Field Investigator and all surveys and nest visitations are performed under, and in compliance with, all terms and conditions of Federal Endangered Species Recovery Permit #TE-839480-5.5 and a Memorandum of Understanding and Scientific Collecting Permit with the California Department of Fish and Wildlife (CDFW).

b. Southwestern Willow Flycatcher

Presence monitoring of Willow Flycatchers (*Empidonax traillii* ssp.) will be conducted concurrent with vireo monitoring. If a Willow flycatcher(s) is detected, the biologist will return regularly and after migration (typically mid-June) in an attempt to re-sight the bird(s). Willow Flycatchers will be considered migrants or absent if they are not detected during the last protocol survey period (June, 22 – mid-July). If occupancy and nesting by Southwestern Willow Flycatchers is suspected, additional protocol-level surveys by permitted biologists will be proposed to the Valley District for approval as an additional task (see Section VII-b below).

c. Yellow-breasted Chat

For several years, SAWA has been documenting all known sensitive species, to include Yellow-breasted Chat, incidental to vireo surveys. Yellow-breasted Chat territories will be determined through multiple visits. The location of known breeding territories will be marked utilizing GPS based on locations of the singing male and will be provided upon request.

d. General Requirements

SAWA has ongoing rights of entry to survey all lands covered in the proposal and will collect pertinent information such as GPS coordinates, notes, and photographs whenever any HCP covered species or species covered by the Federal or State Endangered Species Act are observed.

II. Baseline Monitoring to Measure Success of Restored Tributaries and Management of other Conservation

Vireo monitoring within the below listed tributary restoration areas will be more intensive.

1. Hidden Valley Wetlands (112 acres)
2. Lower Hole Creek (18 acres)
3. Anza Creek (114 acres)
4. Old Ranch Creek (208 acres)
5. Evans Lake Drain (94 acres)
6. Sunnyslope Creek & Vicinity (300 acres)

Restoration area monitoring will be conducted throughout the season (> 8 visits), and will include nest monitoring of at least 30% of known pairs. Data to be collected for nest monitored pairs will include: first observed date, last observed date, first paired date, date of first nest, number of eggs, and number and age of nestlings found. Each monitored nest will be followed through to success or failure, with cause of failure reported if known. Nest placement data (e.g., height and plant substrate) and a delineated territory size will be documented. Nest searching or visitation will be avoided if excessive scolding by an adult occurs or if predators are observed nearby (e.g., jays, crows, etc.). Nest visits will be avoided if there is a chance of inducing premature fledging of nestlings, if approaching the nest would result in habitat destruction or trailing, and during extreme climatic factors that could cause disturbance to nesting birds. Nests will be visited once every seven to eight days during incubation to check nest status. If found, Brown-headed Cowbird (*Molothrus ater*) eggs and nestlings will be removed from nests. This process will occur for every known nesting attempt of monitored pairs.

Though it is not requested by the Valley District, SAWA will also document all animal species detected on-site. GPS coordinates will be collected for each vireo territory, as well as all other Upper SAR HCP-covered species and any State and Federally listed species detected on-site. Typically, SAWA biologists work alone in the field; however, the project site for this proposal contains an extraordinary amount of homeless encampments. Therefore, an alternate individual (preferably a Ranger) will need to accompany the primary biologist at high-risk locations. Otherwise, areas of high-risk will be avoided.

Protocol surveys for the Southwestern Willow Flycatcher will occur if they are observed, as is described above. Protocol surveys will not start until written concurrence to do so is provided by Valley District to execute the optional task.

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

SAWA will coordinate with the Orange County Water District and other known entities conducting vireo, Southwestern Willow Flycatcher, and other riparian bird surveys in the survey area to ensure double counting of birds and/or territories does not occur.

III. Methodology Coordination with Wildlife Agencies

SAWA will participate in coordination with the CDFW and U.S. Fish and Wildlife Service (USFWS) in developing a HCP protocol to survey riparian birds in the future. It is expected that this protocol will be generally based on the existing methodology, but may be modified to ensure staff can collect data in high-risk locations within the survey area that may put the safety of surveyors in jeopardy.

IV. Meetings

SAWA will participate in the following meetings over the course of this contract:

- a. Monthly meetings will occur to update the Valley District and other stakeholders of observations made during the survey period. It is expected that these meeting will occur remotely.
- b. An annual meeting will occur to provide the Valley District and other stakeholders with a summary of observations made during the year. It is assumed that this meeting with include a PowerPoint presentation summarizing data presented in the annual report.

V. Brown-headed Cowbird Trapping

SAWA proposes to deploy up to ten Brown-headed Cowbird (hereafter “cowbird”) traps in the Upper SAR project area. Literature shows vireo populations began to decline in the early 1900’s due primarily to the loss of habitat and parasitism by cowbirds. In 2021, we documented parasitism in 21% of well-monitored nests in the upper SAR plan area, higher than the watershed-wide rate of 11%. Therefore, additional trapping in Upper SAR is warranted and may be added as an additional task if possible. Cowbird traps are designed after Australian crow traps. Ideal trap locations are placed in accessible open areas near riparian habitat or near cowbird feeding areas such as stables and dairies. SAWA currently has landowner permissions for nine trap locations in the Upper SAR HCP area and will obtain additional permissions as needed. Most traps are placed in areas inaccessible to the general public to protect the trap from vandalism. Traps are kept free from weeds and vegetation and labeled with signs identifying the purpose of the trap as well as SAWA permit and contact information.

Trapping procedures adhere to the “*Santa Ana Watershed Association and Orange County Water District Cowbird Trapping Protocol.*” Field assistants are hired and trained by SAWA biologists to perform daily maintenance, safely handle birds, and properly identify and release non-target species. Agency permits require SAWA to also dispatch all European Starlings (*Sturnus vulgaris*) and House Sparrows (*Passer domesticus*) caught in the traps. Data collected at each trap includes; number and species of non-target birds, number of cowbirds (males, females, and juveniles), and number of cowbirds removed. Traps are baited with male and female cowbirds that are captured over the previous fall and winter. Removed cowbirds, starlings, and House Sparrows are transferred to a licensed falconer for dispatch. If applicable, banded cowbirds are reported to the U.S. Bird Banding Laboratory, but only banded males are released. Traps are removed from the field at the end of the season.

VI. Encampment Mapping

SAWA intends to mark homeless encampments throughout the survey area when found and if it is safe to remain long enough to do so. A GPS point will be taken and shared with the Valley District as soon as possible to coordinate efforts to ensure biologist safety.

VII. Optional Tasks

a. Baseline Monitoring for Effects from HCP Covered Activities: San Bernardino County

This additional task will extend the baseline monitoring for effects from HCP covered activities upstream to the confluence of the Santa Ana River and Rialto Drain, as shown in Figure 3 of the RFP. If this task is completed, results will be included in the annual report. SAWA will coordinate with the Orange County Water District and other known entities conducting vireo, Southwestern Willow Flycatcher, and other riparian bird surveys in the survey area to ensure double counting of birds and/or territories does not occur.

b. Southwestern Willow Flycatcher protocol surveys and reporting

If occupancy and nesting by Southwestern Willow Flycatchers is suspected, additional protocol-level surveys by permitted biologists will be proposed to the Valley District for approval as an additional task. Surveys will be conducted through mid-August following "*Southwestern Willow Flycatcher Natural History Summary and Survey Protocol*" by Sogge, et al. 2010. If a nesting pair is detected, the permitted biologist will monitor the nest to detect potential parasitism and determine clutch size and nest success or failure. Data will be submitted to USFWS, CDFW, and the USGS Recovery Database by January 31, 2022. A separate report will be submitted for this survey effort.

c. Additional Brown-headed Cowbird trapping

Additional cowbird traps and operation and maintenance of those traps may be necessary depending on field observation of high parasitism rates and in coordination with the USFWS and/or CDFW. A per unit price can be found in in the Fee Schedule (Section iii).

d. Recommended security for surveyors

In the last several years, the homeless population in the project area has increased dramatically. Biologists have found some areas of the river as being too dangerous to visit alone when surveys are needed. In 2021, we were able to schedule a Riverside County Parks and Open Space ranger to accompany the surveyor during one survey. If rangers are unavailable and the Valley District wants the high-risk areas surveyed, we suggest to sub-contract a private security company as a separate task, if approved by the Valley District.

VIII. Reporting

a. Annual Reporting

An annual report will be produced and submitted by December 31st of the survey year. The report will contain all current year results from data collected during the nesting season and will include an analysis of documented nesting success, reproductive success, productivity, parasitism, and depredation rates at each site and across all sites. This analysis will then extend to a comparison to the rest of the watershed for a given year and across years at each location and watershed wide. If protocol surveys for species other than vireo are triggered, additional surveys and reports will be submitted as needed under a separate task. The annual report shall also include cowbird trapping results for each trap. Cowbird trapping results will be summarized in a table that shows the number and species trapped for each trap along with other pertinent information, including but not limited to dates of capture and any non-targeted bird mortality.

The annual report will also include pertinent maps and photographs to show relevant information including, but not limited to, areas surveyed and location of trap. Due to the large area covered, locations of observations and territories of Least Bell's Vireo, Southwestern Willow Flycatcher, Yellow-breasted Chat, Tri-colored Blackbird, Burrowing Owl, and Western Yellow-billed Cuckoo (if found) and any other HCP covered species or those listed in the Federal or California Endangered Species Acts will be provided in the form of GIS shape files. A map showing all encampments encountered and a narrative on how they affected the survey effort will also be included in the annual report. The draft report will be provided to Valley District for review and comment. SAWA will incorporate comments from Valley District into a final report. This final report will be provided to Valley District no later than December 31, 2022, unless otherwise coordinated with Valley District.

b. Protocol Reports

If protocol surveys are triggered by the presence of a state or federally threatened or endangered species other than vireo, a separate report including data analysis and maps will be prepared and appended to the annual report.

IX. Deliverables

a. Annual Report

SAWA's field biologists work under the direction of the Principal Field Investigator and all surveys and nest visitations are performed under, and in compliance with, all terms and conditions of our Federal Endangered Species Permit [10(a)1(a)] #TE-839480-5.5 and a Memorandum of Understanding with the CDFW, as well as SAWA's Entity Scientific Collecting Permit (S-190600002-19065-001). All permits are current or will be renewed prior to the field season. A final annual report, as described in Section VIII, above, and corresponding figures and maps shall be provided to Valley District no later than December 31, 2022, unless otherwise coordinated and approved by Valley District.

b. Photographs

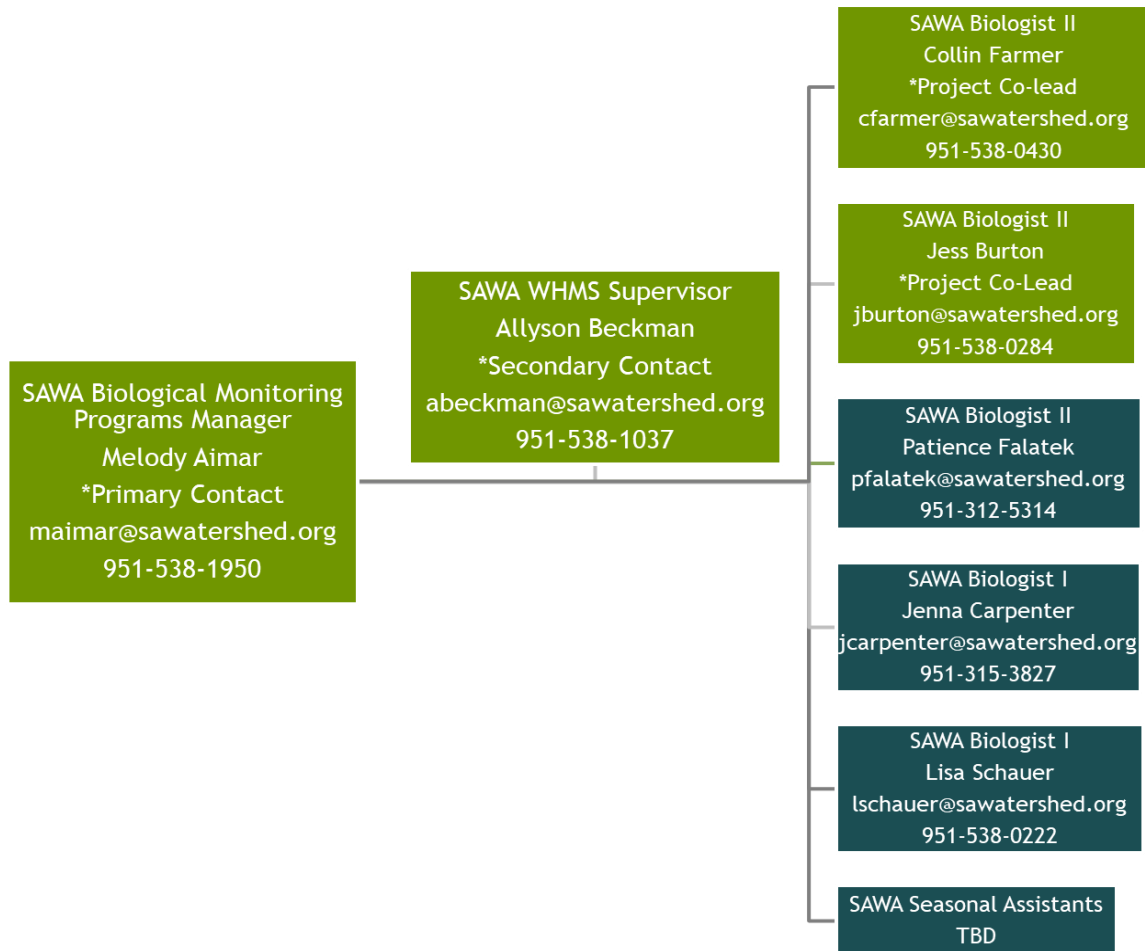
All photographs taken during surveys will be provided to Valley District along with GPS points of where they were taken by December 31, 2022, or as requested by Valley District, unless otherwise coordinated and approved by Valley District.

c. Maps and GIS Data

All final iterations of spatial data created to support figures or analysis shall be provided to Valley District in formats compatible with ArcGIS 10.6 by December 31, 2022, or as requested by Valley District, unless otherwise coordinated and approved by Valley District.

iii. **Organizational Chart**

SAWA Wildlife Habitat Management Organizational Chart



Santa Ana Watershed Association
1835 Chicago Avenue, Suite C
Riverside, CA 92507
Office (951) 780-1012

iv. Project Schedule

Riparian Surveys Project Schedule	
2022	
Timing	Task (All locations)
February - March	Scout access points and survey boundaries
	Secure access permits as needed
	Scout cowbird trap locations and secure access
	Methodology coordination with wildlife agencies
March	Install and open cowbird traps
	Surveys to determine vireo arrival dates
March - July	Surveys, nest monitoring, cowbird trapping
March - July	Monthly progress reports and meetings
August	Close and remove cowbird traps
August - September	Surveys to determine vireo departure dates
August - November	Data analysis/Report preparation
November	Annual meeting preparation
December 31, 2022	Submit final report
December (TBD)	Annual meeting

v. Other Information

The Santa Ana Watershed Association (SAWA) is a 501(c)(3) non-profit organization committed to the protection and improvement of natural areas within the watershed with major focus on the removal of invasive species, native habitat enhancement, and the protection of endangered, threatened and other sensitive species. Since its inception in 1997, SAWA's highly qualified biologists have been conducting endangered species monitoring in the Santa Ana Watershed in support of habitat restoration through invasive plant removal.

In addition to general avian nesting surveys, SAWA biologists are considered local experts of the endangered Least Bell's Vireo. SAWA is often called upon by wildlife agencies, NGO's, consultants, and local governments for recommendations regarding the status of vireo and other sensitive species throughout the watershed. Government regulatory agencies have come to rely on our unbiased results for information about any sensitive species, especially vireo, in the Santa Ana River Watershed. SAWA biologists are listed on a Federal Fish and Wildlife Service Permit (TE-839480-5), California Department of Fish and Wildlife Memorandum of Understanding and Scientific Collecting Permit for Least Bell's Vireo nest monitoring, Coastal California Gnatcatcher protocol surveys/nest monitoring, Southwestern Willow Flycatcher protocol surveys/nest monitoring, Cactus Wren protocol surveys, and Brown-headed Cowbird Trapping.

SAWA biologists are uniquely qualified to conduct the riparian bird surveys for this project. We have been conducting Least Bell's Vireo monitoring in the Upper Santa Ana River project area for over 20 years. Our biologists have an intimate knowledge of the project area, which will increase efficiency in all aspects of the riparian bird surveys since we are familiar with access points and high-risk areas. Additionally, we already have right-of-entries and wildlife permits in place. SAWA has produced a detailed annual report every year for twenty-one year's documenting vireo status, distribution, productivity, reproductive success, and vegetation measurements for nest placement throughout the watershed. In addition to this valuable long-term comparative data, SAWA biologists will also be monitoring (through other funding) all other vireo sub-populations throughout the watershed concurrently with this project. Therefore, SAWA is the only organization that can compare data from prior years and across sites in the same year. SAWA biologists are specifically trained to define individual territories for a true population census and in detecting nesting activities through a multitude of known vireo behaviors. SAWA works very closely with OCWD and incorporates the same methodology used in the Prado Basin. With a full-time staff of qualified and permitted vireo biologists, the use of sub-consultants will not be necessary to fulfill the requirements of this project.

vi. Fee Schedule

Upper SAR HCP Riparian Bird Monitoring and Cowbird Trapping Costs						
Task	Staff	Hourly Rate	Hours	Costs	Costs by Task	Total Costs
Baseline Monitoring for effects from HCP Covered Activities (Sec. I.a-d)	Vireo-permitted Biologist-JC	65.44	475	\$31,084.00		
Baseline Monitoring for effects from HCP Covered Activities (Sec. I.a-d)	Vireo-permitted Biologist-JB	77.98	200	\$15,596.00		
Baseline Monitoring for effects from HCP Covered Activities (Sec. I.a-d)	Vireo-permitted Biologist-CF	77.95	345	\$26,892.75	\$73,572.75	
Baseline Monitoring to Measure Success of Restored Tributaries (Sec. II)	Vireo-permitted Biologist-CF	77.95	275	\$21,436.25		
Baseline Monitoring to Measure Success in Sunnyslope Creek and adjacent habitat (Sec. II)	Vireo-permitted Biologist-JC	65.44	192	\$12,564.48	\$34,000.73	
Reporting (Sec. VIII.a and IX)	WHMS Manager	172.33	20	\$3,446.60		
	WHMS Supervisor	126.19	60	\$7,571.40		
	Vireo-permitted Biologist	77.95	568	\$44,275.60	\$55,293.60	
Total Annual Hours			2135			
Administration (includes monthly meetings, annual meeting, methodology coordination) (Sec. III; IV)	WHMS Manager	172.33	30	\$5,169.90		
	WHMS Supervisor	126.19	30	\$3,785.70		
	Vireo-permitted Biologist	77.95	60	\$4,677.00	\$13,632.60	
Mileage Reimbursement			4720	\$2,950.00	\$2,950.00	
Total Avian Monitoring						\$179,449.68
Cowbird Trapping (10 traps) - (Sec. V)	WHMS Manager	172.33	10	\$1,723.30		
	WHMS Supervisor	126.19	30	\$3,785.70		
	Seasonal Trap Assistant	29.60	580	\$17,168.00		
	Permitted Biologist	77.95	56	\$4,365.20		
Reporting (Sec. V and IX)	Permitted Biologist	77.95	80	\$6,236.00		
Total Annual Hours			756			
Supplies (seed, bowls, locks, etc)				\$400.00		
Mileage Reimbursement			7000	\$4,375.00		
Total Cowbird Trapping (Sec. V)						\$38,053.20
Encampment Mapping (Sec. VI)	GIS	77.95	10	\$779.50		\$779.50
Overall Total (Avian Monitoring/Cowbird Trapping in Upper SAR)						\$218,282.38
Optional Tasks (Sec. VII.a-d)						
a. (Figure 3; Task i. (Rialto Channel to Riverside Ave) - field	Vireo-permitted Biologist	65.44	48	\$3,141.12		
a. (Figure 3; Task i. (Rialto Channel to Riverside Ave) - reporting	Vireo-permitted Biologist	65.44	14.5	\$948.88	\$4,090.00	
Mileage Reimbursement			276	\$175.26	\$175.26	
Total Optional Task Costs (Sec VII.a)						\$4,265.26
Optional Tasks (Sec. VII)						
b. Southwestern Willow Flycatcher Protocol Surveys (per pair) - field	SWFL-permitted Biologist	126.19	24	\$3,028.56		
b. Southwestern Willow Flycatcher Protocol Surveys (per pair) - report (Sec. VIII.a)	SWFL-permitted Biologist	126.19	80	\$10,095.20	\$13,123.76	
Mileage Reimbursement			276	\$175.26	\$175.26	
Total Optional Task Costs Per Pair (Sec VII.b)						\$13,299.02
Optional Tasks (Sec. VII)						
c. Additional Cowbird Trap Per Unit	Each additional trap		1	\$4,500.00		
Total Optional Task Costs (Sec VII.c)						\$4,500.00
Optional Tasks (Sec. VII)						
d. Sub-contract Security for High Risk Locations	Personal detail (estimate)	100.00	250	\$25,000.00		
Mileage Reimbursement			900	\$526.50	\$25,526.50	
Total Optional Task Costs (Sec VII.d)						\$25,526.50
2022 Total Costs with Optional Tasks						\$265,873.16

B) Appendix

i. Qualifications and Resumes

a. Statement of Qualification

SAWA biologists have been conducting avian surveys, with an emphasis on Least Bell's Vireo monitoring since 2000. Each of our seven permitted biologists are specifically trained to determine accurate territory numbers and to recognize the multitude of vireo nesting behaviors needed to proficiently conduct nest monitoring with the least amount of disturbance to the birds. SAWA biologists have a vast knowledge of local riparian species, to include all sensitive species such as Yellow-breasted Chat and Tri-colored Blackbird. Additionally, most of our biologists are permitted to survey other covered species, including Southwestern Willow Flycatcher, Coastal California Gnatcatcher, and Cactus Wren. SAWA has continually conducted the same monitoring requested for these riparian surveys in the past three years for the Valley District, as well as for our program and our partners, such as the U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, and many other stakeholders as shown below. Highly trained SAWA personnel will conduct all services for this proposal.

b. SAWA's Similar Projects/References

US Fish and Wildlife Service – USACE Reach 9 Mainstem Project; 2015-2024; \$340,000/year.

- Monitor Least Bell's Vireo at multiple locations throughout the Santa Ana Watershed
- Conduct Brown-headed Cowbird trapping throughout the Santa Ana Watershed
- Submit monthly status reports
- Submit annual report to include watershed-wide territory/pair/fledgling numbers, reproductive data, and trapping results
- Submit additional threatened, endangered, and sensitive species occurrences encountered incidentally each year
- Submit shapefiles of all T/E species to resource agencies
- Project Team: **Melody Aimar, Allyson Beckman**, Jessica Burton, Collin Farmer, Patience Falatek, Jenna Carpenter, Lisa Schauer, Cameron MacBeth (OCWD)

USFWS Contact:

Karin Cleary-Rose
Inland Division Chief
U.S. Fish and Wildlife Service
777 East Tahquitz Canyon Way, Suite 208
Palm Springs, CA 92220
(760) 322 2070 ext 406

USACE-Reach 3B San Timoteo: 2004-2024; \$1.2 Million

- Monitor removal and maintenance of invasive plants/restoration of San Timoteo Creek
- Survey and nest monitor Least Bell's Vireo throughout San Timoteo Creek
- Cowbird Trapping throughout San Timoteo Creek
- Conduct breeding and wintering bird surveys

- Annual report
- Project Team: **Melody Aimar, Allyson Beckman**

USACE Contact:

Hayley J. Lovan
 Chief, Ecosystem Planning Section
 Los Angeles District, U.S. Army Corps of Engineers
 Hayley.J.Lovan@usace.army.mil
 Office: (213) 452-3863

Orange County Water District (OCWD)

- Coordinate Least Bell’s Vireo monitoring
- Coastal California Gnatcatcher protocol surveys
- California Least Tern colony nest monitoring
- Fire-related breeding bird study
- Levee and Lower River avian surveys (year-round)
- Marsh breeding bird surveys
- Shot-hole borer trapping study
- Bat/swallow diet study
- Project Team: **Melody Aimar, Allyson Beckman**, Jessica Burton, Collin Farmer, Patience Falatek, Jenna Carpenter, Lisa Schauer, Cameron MacBeth (OCWD)

OCWD Contact:

Richard Zembal
 Natural Resources Director
 Orange County Water District
 18700 Ward Street Fountain Valley, 92708
 RZembal@ocwd.com
 Office: (714) 378-3213

Inland Empire Resource Conservation District (IERCD)

- Survey and nest monitor Least Bell’s Vireo throughout Goose Creek Mitigation Area
- Avian nest monitoring for district restoration projects as needed
- RCTC-SR91 Coastal California Gnatcatcher protocol surveys/nest monitoring
- Forest nest monitoring (pre-project)
- Habitat Assessments
- Breeding Bird Surveys
- Wildlife Inventories
- Project Team: **Melody Aimar, Allyson Beckman**, Jessica Burton, Collin Farmer, Patience Falatek, Jenna Carpenter, Lisa Schauer, Cameron MacBeth (OCWD)

IERCD Contact:

Mandy Parkes
 District Manager
 Inland Empire Resource Conservation District
 25864-K Business Center Drive
 Redlands, CA 92374
 mparkes@iercd.org
 Office: (909) 283-7779

c. [SAWA Staff Resumes](#)



Melody Aimar

Biological Monitoring Programs Manager

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 538-1950 | maimar@sawatershed.org

PROFESSIONAL PROFILE

- Manager of SAWA’s Wildlife Habitat Management and Western Riverside County MSHCP Biological Monitoring Programs
- Leads two biological monitoring teams that include biologist supervisors, taxa leads, biologist II, field biologists, data and GIS analysts, and seasonal assistants
- Field biologist with over 20 years’ experience
- Holds USFWS permit (TE-839480-5.4) and CDFW MOU for Least Bell’s Vireo, California Gnatcatcher, California Least Tern, Coastal Cactus Wren, and Brown-headed Cowbird control
- Responsible for general and special-status species survey design
- Develop protocol methodology and conduct safety training
- Responsible for departmental budgets, quality control of data collection, data analysis, regulatory compliance and reporting

EDUCATION

CALIFORNIA STATE UNIVERSITY, Long Beach, CA
Bachelor of Science in Zoology, June 1999

CALIFORNIA STATE UNIVERSITY, Fullerton, CA
Masters of Science in Environmental Science, June 2009

PROFESSIONAL EXPERIENCE

Santa Ana Watershed Association, Riverside, CA
Wildlife Habitat Management Services Manager, April 2003 – present

- Manage SAWA’s WHMS and MSHCP departments, to include over-sight of all aspects of the biological monitoring programs
- Responsible for departmental budgets, proposals, protocol development and training, as well as MSHCP/SAWA’s reporting requirements and regulatory compliance
- Conduct endangered species nest monitoring for Least Bell’s Vireo, California Gnatcatcher, and California Least Terns. Conduct presence absence surveys for Coastal Cactus Wren. Manage Brown-headed Cowbird control program. Oversee all related data analysis and regulatory reporting
- Design and conduct a variety of general plant/wildlife surveys and habitat assessments using multiple survey protocols, including CRAM, HGM, Releve, CNPS RAM and BBS/WBS spot-mapping, point count, pitfall/funnel trap, small mammal trapping (e.g. Sherman traps), and area search methodologies. Develop and implement species/habitat-specific protocols per project needs
- Design and present research posters and oral presentations
- Supervise and train biologists and seasonal assistants

- Excellent working relationship with regulatory agency representatives and public and private stakeholders in the watershed

Vandermost Consulting Services, San Juan Capistrano, CA

Project Manager/Biologist, June 2001 – April 2003

- Perform jurisdictional wetland delineations and HGM habitat analysis
- Prepare permit applications pursuant to Section 404/401 of the Clean Water Act and 1601/1603 of the California Fish and Game Code
- Analyze environmental impact reports (EIR, EA, EIS), NEPA and CEQA documents, and Biological Opinions
- Prepare Habitat Management and Monitoring Plans (HMMP) in compliance with project-related permits
- Conduct Least Bell’s Vireo and California Gnatcatcher surveys and habitat analysis.
- Monitor and report success criteria for large-scale riparian mitigation sites and construction monitoring
- Conduct general and protocol plant/wildlife surveys in compliance with project related environmental permits

California Department of Fish and Game, Red Bluff, CA

Wildlife Biologist, Aug 2000 - June 2001

- Design and conduct surveys for Threatened California Red-legged Frog, California Tiger Salamander and Giant Garter Snake in support of a DWR off-stream storage investigation
- Assist Associate Biologist with salmon and trout surveys, using seine netting, fyke box trapping, electroshock and aerial helicopter survey techniques. Record and analyze data and environmental documents for CALFED
- Responsible for hiring, supervision and training of up to six scientific aides
- Coordinate access to private and public lands
- Attend coordination and planning committee meetings, scoping sessions, and public hearings
- Public relations with the local Board of Supervisors, media, landowners, and various stakeholders.
- Manage fleet of trucks, trailers, boats, 4WD, and ATVs

ADDITIONAL SKILLS/TRAINING

- Wilderness First Aid/CPR certified
- California Rapid Assessment Method (CRAM) for Riverine Wetlands
- CNPS – Rapid Assessment training
- Wetland Delineations (Wetland Training Institute)
- Surface Water Ambient Monitoring Program (SWAMP) rapid bioassessment
- Technical Report Writing (CDFW)
- Defensive Driver and ATV Safety Training (CDFW)
- IWRC Basic Wildlife Rehabilitation 1AB-1998
- IWRC Advanced Skills- Fluid Therapy-1998
- Migratory Birds I (CDFG)
- PADI-Certified open water diver



Allyson Beckman

Biologist Supervisor

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 538-1037 | abeckman@sawatershed.org

PROFESSIONAL PROFILE

- Biological monitoring team supervisor
- Field biologist with over 21 years' experience
- Holds USFWS permit (TE-839480-5.4) and CDFW MOU for protocol surveys and nest monitoring Least Bell's Vireo, Southwestern Willow Flycatcher, California Least Tern, and Brown-headed Cowbird control
- 6000+ hours nest monitoring multiple species, including special status species such as Least Bell's Vireo, Southwestern Willow Flycatcher, California Least Tern, Black-capped Vireo, and Mexican Spotted Owl
- Excellent understanding of behavioral cues that indicate stress and nesting and breeding status

EDUCATION

Radford University, Radford, VA

- *Bachelor of Science in Biology, May 1995*

Old Dominion University, Norfolk, VA

- *Master of Science in Biology, December 2000*

PROFESSIONAL EXPERIENCE

Santa Ana Watershed Association, Riverside, CA

WHMS Supervisor, March 2006 – present

- Supervise biological team
- Survey and nest monitor Least Bell's Vireo (LBVI) within the Santa Ana River watershed
- Conduct protocol, presence/absence surveys and nest monitoring for Southwestern Willow Flycatcher
- Record all vertebrate species during monitoring - paid special attention to habitat that may harbor other sensitive species, including Southwestern Willow Flycatcher and Western Yellow-billed Cuckoo.
- Trains biologists in LBVI behavior and nest-searching techniques
- Monitor invasive plant removal projects for nesting bird avoidance
- Conduct annual natural resource inventories of breeding and wintering birds, herpetofauna, mammals and vegetation analysis
- Perform Brown-headed Cowbird trapping – hire and train seasonal cowbird assistants
- Coordinate biological monitoring for restoration activities
- Co-write and proof annual LBVI report
- Produce annual technical reports and regulatory reporting (CNDDDB, 45-day Reports)
- Quality control/proofing of technical reports
- Quantitative vegetation monitoring

SWCA Environmental Consultants, Flagstaff, AZ

Site Coordinator/Nest Monitor, April - August 2005

- Participated in long-term Southwestern Willow Flycatcher (SWFL) research and monitoring program
- Supervisory duties included scheduling field crews, coordinating field logistics, performing data review
- Conducted standardized broadcast surveys to determine SWFL distribution
- Identified breeding pairs, monitored nesting productivity and re-sighted color-banded birds
- Collected vegetation structure and composition data and recorded soil moisture characteristics
- Performed Brown-headed Cowbird trapping

Crespo Consulting Services, Inc., Austin, TX

Environmental Scientist, September, 2002 – April 2005

- Assisted with watershed engineering projects
- Performed soils, geologic, hydrologic, and erosion control assessments
- Assisted with data management, prepared formal proposals, reports, and presentations
- Performed technical work related to channel improvement design, hydrologic and hydraulic analysis, stream restoration, and water availability modeling - utilized database and graphics programs, ArcView GIS and AutoCAD

The Nature Conservancy, Fort Hood, TX

Seasonal Field Biologist/Crew Leader, March – August 2002

- Participated in long-term Black-capped Vireo (BCVI) research and monitoring program
- Independently conducted BCVI surveys to determine distribution and suitable habitat
- Mapped BCVI territories and habitat
- Identified breeding pairs and documented productivity and nest site habitat characteristics
- Supervisory duties included field technician training, daily activity coordination, data quality assurance

VIVA Environmental, Inc., El Paso, TX

Senior Biologist, November 2000 – September 2001

- Field project manager for Mexican Spotted Owl study
- Developed scopes of work, established contacts for base camp service and trained providers
- Collected owl territory occupancy, nest location and habitat data
- Monitored owl behavior with/without jet aircraft noise
- Utilized audio/visual equipment, including digital camcorders and sound level meters
- Extensive back-country orienteering utilizing topographic maps, compass, and GPS
- Responsible for coordination with USAF Air Combat Command, U.S. Forest Service, and the general public

Geo-Marine, Inc., Newport News, VA

Field Biologist, June - July 2000

- Collected owl territory occupancy, nest location and habitat data
- Measured effects of military jet over-flight on behavior and reproductive success
- Surveyed for potential owl predators



Jessica Burton

BIOLOGIST II

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 538-0284 | jburton@sawatershed.org

PROFESSIONAL PROFILE

- Holds USFWS permit (TE-839480-5.5) and CDFW MOU for protocol surveys and nest monitoring Least Bell's Vireo, California Gnatcatcher (presence/absence), California Least Tern, and Brown-headed Cowbird control
- 1000+ hours nest monitoring multiple species, including special status species, with excellent understanding of behavioral cues that indicate avian stress and breeding status
- Experience monitoring Western Riverside County Multiple Species HCP covered species

EDUCATION

Illinois Wesleyan University, Bloomington, IL

- *Bachelor of Science Degree in Biology, May 2011*

California State University, Long Beach, CA

- *Master of Science Degree in Biology, anticipated by December 2023*

PROFESSIONAL EXPERIENCE

Santa Ana Watershed Association, Riverside, CA

Biologist II, March 2019 – present

- Survey and nest monitor Least Bell's Vireo (LBVI) on the Santa Ana River watershed (800+ hours)
- Survey California Gnatcatcher (CAGN) in the Santa Ana River watershed
- Survey and nest monitor California Least Tern – Huntington Beach colony
- Document all wildlife species, emphasizing sensitive species at each survey site
- Monitor invasive plant removal projects for nesting bird avoidance
- Co-write and proof annual LBVI report
- Produce technical reports and regulatory reporting (CNDDDB, 45-day Reports)
- Quantitative vegetation monitoring

Western Ecosystems Technology, Henderson, NV

SET Coordinator, March – December 2015

- Monitor impact of solar power facility on avian and bat communities
- Coordinate with consulting biologists to conduct searcher efficiency trials (SET) and manage data
- Conduct avian point counts and raptor surveys
- Train seasonal technicians

Institute for Wildlife Studies, San Diego, CA

Avian Biologist, March – August 2014

- Conduct spot-mapping surveys
- Assess population size, range, and breeding activity for the San Clemente Island Bell's Sparrow.

U.S. Geological Survey, San Diego, CA

California Clapper Rail Technician, October 2013 – April 2014

- Study multiple aspects of the ecology of the federally endangered California Clapper Rail
- Project focused on movement ecology, gene flow, high-tide refugia enhancement, and nesting habitat selection

University of Illinois, Chicago, IL

Seasonal Songbird Research Assistant, April – September 2013

- Conduct territory mapping, radio telemetry, nest searching, and blood sampling of Field Sparrows
- Record complex song/simple day song; examine link between song quality and reproductive success

Publication(s):

- Celis-Murillo, A., Stodola, K.W., Pappadopoli, B., Burton, J.B., Ward, M.P., Seasonal and Daily Patterns of Nocturnal Singing in the Field Sparrow (*Spizella pusilla*). *J Ornithol* (2016) 157: 853.
doi:10.1007/s10336-015-1318-y



Collin Farmer

BIOLOGIST II

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 538-0430 | cfarmer@sawatershed.org

PROFESSIONAL PROFILE

- Field biologist with over 8 years' experience
- Holds USFWS permit (TE-839480-5.5) and CDFW MOU (pending) for protocol surveys and nest monitoring of Least Bell's Vireo, Southwestern Willow Flycatcher (presence/absence), California Least Tern, and Brown-headed Cowbird control
- Experience monitoring multiple species, including Coastal Cactus Wren, raptors, salmonids (Chinook, Coho, Steelhead), herpetofauna, carnivores, and local flora
- Excellent understanding of behavioral cues that indicate stress and breeding status

EDUCATION

University of California, Santa Barbara

- *Bachelor of Science in Zoology, May 2009*

California State University, Fullerton

- *Masters of Science in Environmental Studies, May 2016*

PROFESSIONAL EXPERIENCE

Santa Ana Watershed Association, Riverside, CA

Biologist II, March 2020 – present

- Survey and nest monitor Least Bell's Vireo (LBVI) within the Santa Ana River watershed (700+ hours)
- Conduct protocol, presence/absence surveys for Southwestern Willow Flycatcher
- Record all vertebrate species during monitoring - Paid special attention to habitat that may harbor other sensitive species, including Southwestern Willow Flycatcher and Western Yellow-billed Cuckoo
- Monitor invasive plant removal projects for nesting bird avoidance
- Co-write and proof annual LBVI report
- Co-write and proof annual Mitigation report
- Quantitative vegetation monitoring, to include CUBE methodology

Santa Ana Watershed Association, Riverside, CA

Western Riverside County MSHCP Biological Monitoring Program

Field Biologist, August 2019 – March 2020

- Conducted biological surveys for 146 covered mammal, avian, reptile, amphibian, invertebrate, and rare plant species
- Prepared maps using ArcGIS and Google Earth
- Collected field data in the prescribed manner, following established protocols
- Digitized data with Microsoft Access database, and performed quality assurance checks

USGS/WERC, San Diego, CA

Biological Science Technician, March – August 2017-2019

- Performed surveys for Southwestern Willow Flycatcher, Least Bell's Vireo, and Coastal Cactus Wren
- Collected data in the field via PDA (smartphone)
- Resighted color bands for target species using binoculars
- Monitored and banded Least Bell's Vireo nesting sites
- Extracted, processed, and banded captured birds at MAPS banding stations
- Navigated survey areas and cleared trails using GPS
- Produced monthly and seasonal data summaries
- Performed vegetation sampling and wrote vegetation summaries for survey areas
- Operated government four-wheel drive vehicles
- Communicated with military personnel via two-way radio and performed surveys in military training areas

Washington Department of Fish and Wildlife, WA

Research Assistant, March – July 2009

- Handled and sampled adult salmonids (primarily Chinook, Coho, and Steelhead)
- Sorted salmonids according to species, gender, and adipose clip
- Scanned salmonids for coded-wire tags and PIT tags
- Pulled scale samples, extracted and decoded coded-wire tags, extracted otoliths, implanted radio transmitters and PIT tags, and recorded lengths
- Collected adult salmonids for broodstock and participated in spawning process
- Maintained detailed data for all salmonids sampled
- Operated WDFW vehicles and boats
- Performed carcass and redd surveys

United States Forest Service, High Sierra Ranger District, CA

Biological Science Technician (Wildlife), May – September 2016

Wilderness Ranger, May – September 2015

- Participated in procedural wildlife survey assignments
- Performed field surveys for California spotted owls, great gray owls, northern goshawks, osprey, and willow flycatchers
- Followed protocols for broadcast acoustical surveys, nest stand searches, meadow searches, and walking transect surveys
- Collected data on owl and raptor age, gender, reproductive status, behavior, and habitat use
- Used GPS units and topographical maps for navigation
- Delineated wildlife habitat types on topographic maps
- Collected, recorded, formulated, ordered, and prepared field notes of surveys and wildlife sightings
- Operated and maintained resource management equipment in the field including GPS, binoculars, camera, two-way radio, and SPOT device
- Operated government four-wheel drive vehicle
- Prepared data summaries in proper format



Patience (PJ) Falatek

BIOLOGIST II

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 312-5314 | pfalatek@sawatershed.org

PROFESSIONAL PROFILE

- Field biologist with over 13 years' experience
- Hold USFWS permit (TE-839480-5.5) and CDFW MOU for protocol surveys and nest monitoring of Least Bell's Vireo, California Gnatcatcher, Southwestern Willow Flycatcher, Coastal Cactus Wren, and Brown-headed Cowbird control
- 3400+ hours nest monitoring multiple species, including special status species such as Least Bell's Vireo, Black-capped Vireo, Kirtland's Warbler and Coastal Cactus Wren
- Excellent understanding of behavioral cues that indicate stress and breeding status

EDUCATION

Penn State University, Altoona

- ***Bachelor Degree in Environmental Studies, December 2006***

PROFESSIONAL EXPERIENCE

Santa Ana Watershed Association, Riverside, CA

Biologist II, Feb 2017-Sept 2017, March 2018 – present

- Survey and nest monitor Least Bell's Vireo (LBVI) within the Santa Ana River watershed (4000+ hours; includes half-time in Prado Basin for Orange County Water District)
- Conduct protocol, presence/absence surveys and nest monitoring for California Gnatcatcher (CAGN), Southwestern Willow Flycatcher (presence/absence), Coastal Cactus Wren, and Grasshopper Sparrow
- Record all vertebrate species during monitoring - Paid special attention to habitat that may harbor other sensitive species, including Southwestern Willow Flycatcher and Western Yellow-billed Cuckoo
- Train co-workers in LBVI behavior and nest-searching techniques
- Monitor invasive plant removal projects for nesting bird avoidance
- Monitor Tree Swallow nest boxes
- Write and proof portions of annual LBVI report
- Produce annual CAGN reports and regulatory reporting (CNDDDB, 45-day Reports)
- Quantitative vegetation monitoring, to include CUBE methodology

USGS/WERC, San Diego, CA

Biological Field Technician, March-August 2010-2016

- Nest search and monitor Least Bell's Vireo on San Luis Rey River and Camp Pendleton
- Survey Least Bell's Vireo and Southwestern Willow Flycatcher on Camp Pendleton, San Luis Rey River, and San Diego River using playback

- Survey, band re-sight, and nest-search for Coastal Cactus Wren (CACW) in urban green spaces in southern San Diego County, on Naval Weapons Station Fallbrook, Camp Pendleton, and San Pasqual Valley using playback
- Perform post-fire surveys for CAGN on Camp Pendleton, Fallbrook Naval Weapons Station, San Pasqual Valley, and urban green spaces in northern San Diego County
- Evaluate CACW and CAGN habitat in Chula Vista area, identifying sage scrub and chaparral plants, risks to birds, and potential for restoration/improvement of habitat - surveyed vegetation in CAGN plots using transect and Releve protocols
- Assist in target netting of adult CAGN

Texas A&M University, Kerrville, TX

Research Assistant, March – July 2009

- Territory map and nest search for Black-capped Vireos (BCVI) on Kerr WMA (30+ nests)
- Color-band vireo nestlings at 6-7 days old (48 total)
- Set up and monitor nest cameras
- Re-sight color banded BCVI
- Mist net and color-band adult BCVI without supervision
- Survey for BCVI and Golden-cheeked Warbler on private properties
- Perform vegetation surveys

Smithsonian Institute, Mio, MI

Field Assistant, May – August 2008

- Mist net, band, measure, collect feather samples, and weigh Kirtland's Warblers (n=21)
- Re-sight color-banded birds, map territories, monitor nests (~15 nests)
- Separate components of blood samples

West Virginia University/Mountaineer Temps, Cassity, WV

Avian Field Technician Intern, May – August 2007

- Search for songbird nests, twelve focal species (~ 15 nests)
- Lead raptor survey teams, survey for raptors using owl recording
- Conduct vegetation surveys
- Proof and enter data



Lisa Schauer

Biologist I

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 538-0222 | lschauer@sawatershed.org

PROFESSIONAL PROFILE

- Biologist for SAWA's Wildlife Habitat Management Program
- Over 7 years' experience in biology/botany
- Hold USFWS permit (TE-839480-5.5) and CDFW MOU (pending) for protocol surveys and nest monitoring of Least Bell's Vireo and Brown-headed Cowbird control
- Conducts vegetation sampling for LBVI habitat analysis in Prado Basin for Orange County Water District
- Responsible for writing and proofreading reports, data collection, and data quality control

EDUCATION

NEW MEXICO STATE UNIVERSITY, Las Cruces, NM
Master of Arts in Education (Secondary Science), May 2010
Bachelor of Science in Biology, May 2007
Bachelor of Conservation Ecology, December 2006
Bachelor of Arts in Foreign Languages (German), December 2006

PROFESSIONAL EXPERIENCE

Santa Ana Watershed Association, Riverside, CA
Biologist I, May 2021 – present

- Full season training under supervision of permitted biologists, to survey and nest monitor Least Bell's Vireo within the Santa Ana Watershed. USFWS Permit (TE-839480-5.4) and CDFW MOU LAI pending
- BHCO control training and data analysis
- Sample riparian vegetation in Prado Basin
- Prepare annual mitigation report
- Assist with status, distribution and reproductive data validation and preparation of the annual LBVI/BHCO report

Dudek Consulting Services, Riverside, CA
Biologist (On Call), May 2020 – November 2020

- Conducted rare plant surveys, burrowing owl habitat surveys, vernal pool mapping, and plant species composition data collection Conducted population surveys and counts of *Dodecahema leptoceras* at the Santa Ana River Woolly-Star Preserve

Larios Lab, University of California-Riverside Botany Department, Riverside, CA
Temporary Field Technician, January 2020 - June 2020

- Duties included vegetation surveys and processing/scanning of root/leaf samples for SLA analysis

Spasojevic Lab, University of California-Riverside EEOB Department, Riverside, CA
Laboratory Manager/Technician, May 2018 – December 2019

- Identified species, measured, tagged, and mapped trees and shrubs in the San Jacinto Forest Dynamics Plot. Collected tree cores. Conducted plant species inventories and measurements at Pinyon Flats and Boyd Deep Canyon sites. Trained colleagues in plant species identification

- Prepared, coded, and edited field data entry forms in FastField for iPad data entry. Offloaded, backed up, and entered data. Performed data QA/QC. Prepared and edited protocols
- Planned, ordered, and assembled equipment for long-term rainfall manipulation experiment. Wrote manual for maintenance of experiment infrastructure
- Collected alpine plant ecology data at Niwot Ridge LTER, Colorado. Duties included use of dichotomous keys for plant identification; percent cover estimates; use of map, compass, and GPS; permanent plot establishment; sterile soil sample collection; and data entry

Jornada Basin LTER, New Mexico State University, Las Cruces, NM

Program Specialist, September 2016 – February 2017

- Identified all observed plant species (visually and by use of dichotomous keys) to subspecies level
- Measured plant species, percent cover, and height for net primary production (NPP) study
- Small mammal trapping (mark/recapture, species identification, and ear tagging for population studies)
- Maintained, troubleshoot, and wired remote sensing equipment.
- Collected and processed samples for soil and aeolian debris measurements. Weighed, organized, and archived soil samples. Organized and conducted disposal of backlog of samples containing hazardous chemicals
- Entered and verified (QA/QC) data for all experiments

Sierra Nevada Research Institute, University of California-Merced, Niwot Ridge LTER, CO

Temporary Field Technician, September 2015

- Collected conifer seedling and cohort data for Alpine Treeline Warming Experiment

Jornada Basin LTER, New Mexico State University, Las Cruces, NM

Ecological Field Technician, May 2007 – August 2008

- Duties included plant species identification, vegetation measurements, plant phenology transects, small mammal trapping, soil moisture measurements, dust sample collection and processing, herbarium duties, and general laboratory procedures

Biology Department - Herbarium, New Mexico State University, Las Cruces, NM

Curatorial Assistant, September 2004 – May 2007

- Accurately entered approximately 40,000 herbarium specimens into database. Made curatorial annotations as needed. Mounted, filed, and repaired specimens. Prepared and processed incoming and outgoing loans. Photographed type specimens. Exported and formatted database information as requested by external researchers. Wrote a guide to the database for future users. Trained and supervised student employees

Harvard Forest – Highstead Arboretum, Harvard University Summer REU; site located in Redding, CT

Field Research Assistant, May 2006 – August 2006

- Located and established research plots for a long-term ecological study. Identified all plants (species inventories) using dichotomous keys and described percent cover
- Took tree (DBH) measurements; collected and mounted tree cores
- Used map, compass, and GPS to locate and document current and future plot locations
- Prepared voucher specimens for the Highstead Arboretum herbarium
- Organized and entered all collected data in Microsoft Excel



Jenna Carpenter

Biologist I

1835 Chicago Ave., Suite C, Riverside, CA 92507 | (951) 315-3827 | jcarpenter@sawatershed.org

PROFESSIONAL PROFILE

- Biologist for SAWA's Wildlife Habitat Management Program
- Hold USFWS permit (TE-839480-5.5) and CDFW MOU (pending) for protocol surveys and nest monitoring of Least Bell's Vireo and Brown-headed Cowbird control.
- Conducts vegetation sampling of LBVI habitat with Orange County Water District in Prado Basin
- Responsible for data collection, data quality control, and writing and proofreading reports
- Manages Brown-headed Cowbird (BHCO) routes and trains seasonal assistants

EDUCATION

CALIFORNIA POLYTECHNIC STATE UNIVERSITY POMONA, Pomona, CA

Bachelor of Science in Biology, December 2019

PROFESSIONAL EXPERIENCE

Santa Ana Watershed Association, Riverside, CA

Biologist I, April 2021 – present

- Conduct endangered species nest monitoring for Least Bell's Vireo (>40 hours) and California Least Terns (>40 hours) under the supervision of a permitted biologist
- Manage a Brown-headed Cowbird trap route and field assistants, QC data collection (>1480 hours)
- Collect distribution status and reproductive data for LBVI
- Write and proofread annual regulatory reports

Biologist Assistant, August 2018 – April 2021

- Conducted endangered species sample monitoring for Least Bell's Vireo under the supervision of a permitted biologist
- Nest monitoring for California Least Terns under the supervision of a permitted biologist
- Serviced spring and winter season Brown-headed Cowbird traps. Repaired and maintained BHCO traps and supplies

Field Assistant, March 2018 – August 2018

- Serviced spring season Brown-headed Cowbird traps. Identified and released non-target species caught in BHCO traps
- Shadowed biologists in field for LBVI sampling surveys



DATE: March 8, 2022

TO: Board of Directors Workshop - Engineering

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

SUBJECT: Consider Exchange Framework Agreement with Metropolitan Water District of Southern California

Staff Recommendation

Staff is recommending the approval of the *Exchange Framework Agreement Between the Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District* that will facilitate mutual aid and exchanges of water.

Summary

The Board approved the general terms for this agreement at its December 16, 2021 Resources Workshop and asked staff to develop an agreement for the Board's consideration. This agreement expresses the desire of both Metropolitan Water District of Southern California (Metropolitan) and Valley District (collectively "Parties") to exchange water supplies, whenever it is agreeable to both Parties, and establishes a general framework. Whenever one of the Parties desires an exchange, the details of the exchange will be prepared as a separate agreement for consideration by the Board. This agreement has been approved by house legal counsel and approved as to form.

BACKGROUND

In June of 2021, Valley District and Metropolitan executed a Coordinated Operating Agreement (COA) which encourages coordinated use of facilities, where practical, mutual aid and allows Metropolitan to purchase Valley District's surplus SWP supplies. The COA provides a framework but does not include terms for the exchange of water supplies or the payment of

costs. This proposed agreement, and the necessary companion agreement(s) with the California Department of Water Resources (DWR), will enhance the COA by providing:

1. Exchange guidelines
 - a. SWP supplies and local water supplies
 - b. Capping the exchange ratio for exchanges completed in the same calendar year to 1:1
 - c. Capping the exchange ratio for exchanges completed over multiple calendar years to 2:1
2. The option for Metropolitan to deliver SWP water stored in its Diamond Valley Lake to Valley District in exchange for a like amount of Valley District's SWP supply.
3. Reimbursement of operating costs

Exchanging water supplies provides both agencies an additional "tool" that can be used during drought or catastrophic failure. Both agencies retain discretion on whether to participate in any proposed exchange. The term of the agreements is limited to ten years, or December 31, 2031, to allow both parties an opportunity to revisit the terms.

Fiscal Impact

There is no fiscal impact associated with executing this agreement.

Attachments

1. Approved term sheet between Metropolitan and Valley District to Improve Management of State Water Project Supplies
2. *Exchange Framework Agreement Between the Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District*

Metropolitan and
San Bernardino Valley Municipal Water District
Terms
Agreements to Improve Management of State Water Project Supplies

Exchange

Metropolitan Initiated Exchange

- Ratio 1:1: For every acre-foot Metropolitan receives, Metropolitan will return one acre-foot in the calendar year.
- Exchange schedule by mutual agreement. Metropolitan anticipates needing the supply early in calendar year and will return the water to meet Valley District's State Water Project (SWP) supply needs later in the calendar year.
- Metropolitan will backstop the exchange, should its SWP supplies be insufficient, with a combination of its supplies stored in Diamond Valley Reservoir or its other various SWP Storage Programs at Metropolitan's cost.
- Valley District, at its sole discretion may agree to an unbalanced exchange ratio should Metropolitan want to return water in a subsequent calendar year. The parties may negotiate a ratio, up to 2:1, for any exchange beyond the same calendar year.

Valley District Initiated Exchange

- Ratio 1:1: For every acre-foot Valley District receives, Metropolitan will return one acre-foot.
- Exchange schedule by mutual agreement.
- Metropolitan, at its sole discretion may agree to an unbalanced exchange ratio should Valley District want to return water in a subsequent calendar year. The parties may negotiate a ratio, up to 2:1, for any exchange beyond the same calendar year.

Enhanced Valley District Local Production Capability for Metropolitan

Valley District pumps groundwater into the Inland Feeder or Valley District's Distribution System

- Metropolitan will pay Valley District the energy, operations and maintenance costs, to pump groundwater into the Inland Feeder or Valley District's distribution system for Metropolitan. The parties will meet and confer on these costs prior to any delivery.
- For every one acre-foot provided to Metropolitan, Metropolitan will return one acre-foot to Valley District in the same calendar year.
- Valley District, at its sole discretion may agree to an unbalanced exchange ratio should Metropolitan want to return water in a subsequent calendar year. The parties may negotiate a ratio, up to 2:1, for any exchange beyond the same calendar year.

Valley District retail agencies shift from SWP water to stored groundwater

- Metropolitan will pay Valley District a mutually agreed upon sum, up to \$300/AF, for its retail agencies to shift off of SWP water and onto groundwater. The payment will reflect an estimate of the actual cost incurred by retail agencies to reduce direct deliveries of SWP water or a portion of the cost of any new facilities that may be required.
- The amount of production shifted off of SWP water and onto groundwater will be quantified using the actual meter data for the well(s) pumped in lieu of SWP water direct deliveries.
- The SWP water preserved by shifting to stored groundwater would be provided for exchange with Metropolitan.

Diamond Valley Lake Operation

Metropolitan provides Valley District water from Diamond Valley Lake in exchange for Valley District's SWP supplies

- Metropolitan will pay the energy, operations, and maintenance costs to deliver water from Diamond Valley Lake to Valley District in-lieu of Valley District using SWP water when initiated by Metropolitan. For every acre-foot provided to Valley District, Metropolitan will receive an acre-foot in return water during the same calendar year. Metropolitan, at its sole discretion may agree to an unbalanced exchange ratio should Valley District want to return water in a subsequent calendar year. The parties may negotiate a different ratio, up to 2:1, for any exchange beyond the same calendar year.
- Valley District will pay the energy, operations, and maintenance costs to deliver water from Diamond Valley Lake to Valley District when initiated by Valley District. For every acre-foot provided to Valley District, Metropolitan will receive an acre-foot in return during the same calendar year. Valley District, at its sole discretion may agree to an unbalanced exchange ratio should Metropolitan want to return water in a subsequent calendar year. The parties may negotiate a ratio, up to 2:1, for any exchange beyond the same calendar year.

Metropolitan moves Diamond Valley Lake supplies to Devil Canyon Afterbay/Rialto Pipeline

- Metropolitan will pay the energy, operations, and maintenance costs to deliver water from Diamond Valley Lake to Devil Canyon Afterbay/Rialto Pipeline.

Term

- Through December 31, 2031.

**EXCHANGE FRAMEWORK AGREEMENT BETWEEN
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

This Exchange Framework Agreement (Agreement) is entered into and effective as of April 1, 2022 by and between The Metropolitan Water District of Southern California (Metropolitan) and San Bernardino Valley Municipal Water District (Valley District), collectively referred to as “Parties” and individual as a “Party.”

Recitals

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

B. Valley District is a public agency organized under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in wholesale delivery of water in portions of the counties of San Bernardino and Riverside. Valley District is a State Water Contractor that primarily imports water into its service area through the State Water Project.

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

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

E. In 2021, Metropolitan and Valley District entered into a Coordinated Operating Agreement (COA) to, among other things, identify opportunities for coordinated operation of the Parties’ individual systems.

F. The Parties desire to enter into this Agreement to establish a general framework allowing the Parties to exchange supplies through calendar year 2031.

Agreement

The Parties hereby agree as follows:

1. General Framework for Exchanges During 2022 through 2031

Metropolitan and Valley District may, but neither Party is obligated to, agree in writing to exchanges of water during 2022 through 2031. Any such written agreements will be

attached as exhibits to this Agreement and will be subject to the terms and conditions specified in this Agreement. For exchanges that will be completed during one calendar year: for each acre-foot of water that a Party receives from the providing Party, the receiving Party will return one acre-foot of water to the providing party within the same calendar year. For exchanges that will be completed over more than one calendar year: for each acre-foot of water that a Party receives from the providing Party, the Parties may negotiate in advance an amount up to two acre-feet of water that the receiving Party will return to the providing Party within a future calendar year.

3. Term

This Agreement is effective as of April 1, 2022 and continues in force until December 31, 2031.

4. Books and Records

Each Party shall have access to and the right to examine any of the other Party's pertinent books, documents, papers or other records (including, without limitation, records contained on electronic media) relating to the performance of such other Party's obligations pursuant to this Agreement. Each Party shall retain all such books, documents, papers or other records to facilitate such review in accordance with that Party's record retention policy. Access to each Party's books and records shall be at mutually agreed times during normal business hours only, upon reasonable notice. Nothing in this paragraph shall be construed to operate as a waiver of any applicable privileges.

5. Authority

Each signatory of this Agreement represents that s/he is authorized to execute this Agreement on behalf of the Party for which s/he signs. Each Party represents that it has legal authority to enter into this Agreement and to perform all obligations under this Agreement.

6. Informal Mediation

In the event of a dispute between the Parties regarding this Agreement, the Parties may attempt to resolve the dispute by using the services of a mutually acceptable mediator. If the Parties decide to use a mediator, they will equally share the mediator's fees and expenses.

7. Amendment

This Agreement may be amended or modified only by a written instrument executed by each of the Parties to this Agreement.

8. Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

17. Notices

All notices, requests, and demands hereunder (Notices) shall be in writing, including electronic communications, and shall be deemed to have been duly given when delivered (or, if mailed, postage prepaid, on the third business day after mailing, if that date is earlier than actual delivery). Notices shall be sent to a Party at the address of that Party set forth below or, if such Party has furnished notice of a change of that address as herein provided, to the address of that Party most recently so furnished.

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

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

[Signature Page Follows]

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

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

By: _____
Adel Hagekhalil
General Manager

Dated

APPROVED AS TO FORM:

By: _____
Marcia L. Scully
General Counsel

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

By: _____
Heather P. Dyer
CEO/General Manager

Dated

APPROVED AS TO FORM:

By: _____
Bradley Neufeld
General Counsel



DATE: March 8, 2022

TO: Board of Directors Workshop - Engineering

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

SUBJECT: Consider 2022 Exchange Agreement with Metropolitan Water District of Southern California

Staff Recommendation

Staff is recommending the approval of the *2022 Exchange Agreement Between the Metropolitan Water District of Southern California (Metropolitan) and San Bernardino Valley Municipal Water District* that will provide assistance to Metropolitan and will also provide an opportunity to test various mutual aid scenarios.

Summary

This agreement is contingent upon the Board approving the *Exchange Framework Agreement Between the Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District (Exchange Agreement)* and would generally allow the option for Valley District to provide up to 3,000 acre-feet of Valley District's carryover State Water Project (SWP) supply and up to 1,000 acre-feet of groundwater from the San Bernardino Basin to Metropolitan which would be returned to Valley District by the December 31, 2022. This agreement has been approved by house legal counsel and approved as to form.

BACKGROUND

In June of 2021, Valley District and Metropolitan executed a Coordinated Operating Agreement (COA) which encourages coordinated use of facilities, where practical, for mutual aid and allows Metropolitan to purchase Valley District's surplus SWP supplies. The COA provides a framework but does not include terms for the exchange of water supplies or the payment of

costs. This Exchange Agreement enhances the COA by providing the general framework for the exchange of both SWP supplies and local water supplies and by capping the exchange ratio at 1 to 1 for exchanges completed in the same calendar year and 2 to 1 for exchanges completed over multiple calendar years. The proposed 2022 exchange would occur during the same calendar year so it would be a 1 for 1 exchange. Per the terms of the Exchange Agreement, the requesting agency, or Metropolitan in this case, pays the costs.

Metropolitan has requested the 2022 exchange to help meet delivery needs in their service area downstream of Devil Canyon Powerhouse. This exchange will also allow the agencies to test the delivery of groundwater to Metropolitan and, possibly, the delivery of SWP water from Diamond Valley Lake to Valley District. The actual amount of SWP water provided to Metropolitan will be dependent upon Valley District's need for SWP water and the final SWP allocation. The actual amount of groundwater provided to Metropolitan will be dependent upon the available well capacity from the City of Redlands and any other facility constraints.

Fiscal Impact

Since Metropolitan has requested the exchange, there is no cost to Valley District.

Attachment

2022 Exchange Agreement Between the Metropolitan Water District of Southern California and San Bernardino Valley Municipal Water District

**2022 EXCHANGE AGREEMENT BETWEEN
THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
AND SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT**

This 2022 Exchange Agreement (Agreement) is entered into and effective as of April 1, 2022 by and between The Metropolitan Water District of Southern California (Metropolitan) and San Bernardino Valley Municipal Water District (Valley District), collectively referred to as “Parties” and individual as a “Party.”

Recitals

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

B. Valley District is a public agency organized under the Municipal Water District Act of 1911 (California Water Code Section 71000 et seq., as amended) that is engaged in wholesale delivery of water in portions of the counties of San Bernardino and Riverside. Valley District is a State Water Contractor that primarily imports water into its service area through the State Water Project.

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

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

E. In 2021, Metropolitan and Valley District entered into a Coordinated Operating Agreement (COA) to, among other things, identify opportunities for coordinated operation of the Parties’ individual systems.

F. In 2022, Metropolitan and Valley District entered into that certain Exchange Framework Agreement (EFA), effective April 1, 2022, to provide general framework allowing the parties to exchange supplies through calendar year 2031.

G. The Parties desire to enter into this Agreement to exchange water supplies during calendar year 2022 subject to the terms in the EFA and to the additional terms contained herein.

Agreement

The Parties hereby agree as follows:

1. This Agreement shall be deemed a part of, and subject to the terms and conditions of, the EFA; provided, however, that in case of conflict, the terms and conditions of this Agreement shall prevail.
2. Exchange of State Water Project Supplies During Calendar Year 2022.
 - a. During calendar year 2022, Valley District may, but is not obligated to, provide to Metropolitan, upon Metropolitan's written request, up to 3,000 acre-feet of its carryover water stored in San Luis Reservoir. Metropolitan is responsible for any SWP costs associated with moving this water from San Luis Reservoir to Metropolitan's service area or any other location.
 - b. For every acre-foot of water that Valley District provides to Metropolitan at San Luis Reservoir during calendar year 2022, Metropolitan will later return to Valley District one acre-foot of water at San Luis Reservoir sometime during calendar year 2022. Valley District is responsible for any SWP costs associated with moving this water from San Luis Reservoir to Valley District's service area.
3. Exchange of Groundwater Supplies During Calendar Year 2022.
 - a. During calendar year 2022, Valley District may, but is not obligated to, provide to Metropolitan, upon Metropolitan's written request, up to approximately 1,000 acre-feet/month of groundwater at the following delivery point: the connection between the Central Feeder and the Inland Feeder. Such groundwater will be delivered from the City of Redlands drinking water system and will be dechlorinated before delivery. Metropolitan will reimburse Valley District for actual costs incurred by Valley District for energy, operations, and maintenance to deliver each acre-foot of groundwater to the delivery point. Metropolitan will reimburse these costs within 45 days of MWD's receipt of an invoice from Valley District. Prior to delivering such groundwater to Metropolitan, Valley District will provide a written estimate to Metropolitan of the costs it expects to incur. Metropolitan is responsible for the costs to deliver this water from the delivery point to DWR's Devil Canyon.
 - b. For every acre-foot of groundwater that Valley District provides to Metropolitan at the connection between the Central Feeder and the Inland Feeder during calendar year 2022, Metropolitan will return to Valley District later during calendar year 2022 one acre-foot of water at the following delivery points: DWR's Devil Canyon and/or the interconnection between the Foothill Pipeline and Inland Feeder, with the quantity of water to be delivered at each delivery point to be negotiated between the Parties. Metropolitan is responsible for the costs to provide this water to Valley District at the delivery points. Valley District is responsible for the costs to deliver this water from the delivery points to Valley District's service area.
4. The Parties will mutually agree on schedules for water deliveries, invoicing, and payments.

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

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

By: _____
Adel Hagekhalil
General Manager

Dated

APPROVED AS TO FORM:

By: _____
Marcia L. Scully
General Counsel

SAN BERNARDINO VALLEY MUNICIPAL
WATER DISTRICT

By: _____
Heather P. Dyer
CEO/General Manager

Dated

APPROVED AS TO FORM:

By: _____
Bradley Neufeld
General Counsel