



# Yucaipa Valley Water District

## Notice and Agenda of a Board Workshop

Tuesday, March 28, 2017 at 4:00 p.m.

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MEETING LOCATION:	District Administration Building 12770 Second Street, Yucaipa
MEMBERS OF THE BOARD:	Director Chris Mann, Division 1 Director Bruce Granlund, Division 2 Director Jay Bogh, Division 3 Director Lonni Granlund, Division 4 Director Tom Shalhoub, Division 5

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- I. **Call to Order**
- II. **Public Comments** At this time, members of the public may address the Board of Directors on matters within its jurisdiction; however, no action or significant discussion may take place on any item not on the meeting agenda.
- III. **Staff Report**
- IV. **Operational Updates**
  - A. Utilization of Forward Looking Infrared Technology (FLIR) for Membrane Module Analysis at the Wochholz Regional Water Recycling Facility [[Workshop Memorandum No. 17-033 - Page 5 of 59](#)]
- V. **Capital Improvement Project Updates**
  - A. Overview of a Contract for the Construction of Replacement Pipelines on Date Avenue, Dodd Street, Panorama Drive, Lennox Street, Verona Street, Calvin Street, and Vista Lane [[Workshop Memorandum No. 17-034 - Page 7 of 59](#)]
  - B. Status Report on the Construction of an 8-inch and 30-inch Water Pipelines in Acacia Avenue and First Street [[Workshop Memorandum No. 17-035 - Page 9 of 59](#)]
  - C. Overview of the Site Improvements for RWB - 12.4 Recycled Water Booster Station [[Workshop Memorandum No. 17-036 - Page 10 of 59](#)]
- VI. **Administrative Issues**
  - A. Overview of the Approval of Fiscal Year 2017-2018 Basin Monitoring Program Task Force Budget [[Workshop Memorandum No. 17-037 - Page 13 of 59](#)]

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Any person who requires accommodation to participate in this meeting should contact the District office at (909) 797-5117, at least 48 hours prior to the meeting to request a disability-related modification or accommodation.

Materials that are provided to the Board of Directors after the meeting packet is compiled and distributed will be made available for public review during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting materials are also available on the District's website at [www.yvwd.dst.ca.us](http://www.yvwd.dst.ca.us)

- B. Overview of Life Insurance Policies for District Employees [[Workshop Memorandum No. 17-038 - Page 29 of 59](#)]
- C. Authorization to Proceed with Applications for Pooled Insurance Coverage Quotes [[Workshop Memorandum No. 17-039 - Page 30 of 59](#)]
- D. Overview of the Wilson Creek Basins State Water Project Recharge Initial Study / Mitigated Negative Declaration [[Workshop Memorandum No. 17-040 - Page 38 of 59](#)]
- E. Overview of the Groundwater and Surface Water Monitoring Related to the Yucaipa Valley Water District's Maximum Benefit Monitoring Program [[Workshop Memorandum No. 17-041 - Page 39 of 59](#)]

**VII. Director Comments**

**VIII. Closed Session**

- A. Conference with Real Property Negotiator(s)  
Property: Assessor's Parcel Number(s): 0321-261-15 and 0321-261-17  
Agency Negotiator: Joseph Zoba, General Manager  
Negotiating Parties: Dawn Campbell  
Under Negotiation: Terms of Payment and Price
- B. Conference with Real Property Negotiator(s)  
Property: Assessor's Parcel Numbers: 301-201-20, 27 and 28  
Agency Negotiator: Joseph Zoba, General Manager  
Negotiating Parties: Abraham and Nabil Issa  
Under Negotiation: Terms of Payment and Price
- C. Conference with Real Property Negotiator(s)  
Property: Assessor's Parcel Number: 321-081-09  
Agency Negotiator: Joseph Zoba, General Manager  
Negotiating Parties: Michael Moran  
Under Negotiation: Terms of Payment and Price
- D. Conference with Legal Counsel  
Anticipated Litigation--One Potential Case Against the District (Government Code, Section 54956.9(d))

**IX. Adjournment**

# Staff Report



Yucaipa Valley Water District

# Operational Updates



Yucaipa Valley Water District





**Date:** March 27, 2017

**From:** Kevin King, Operations Manager

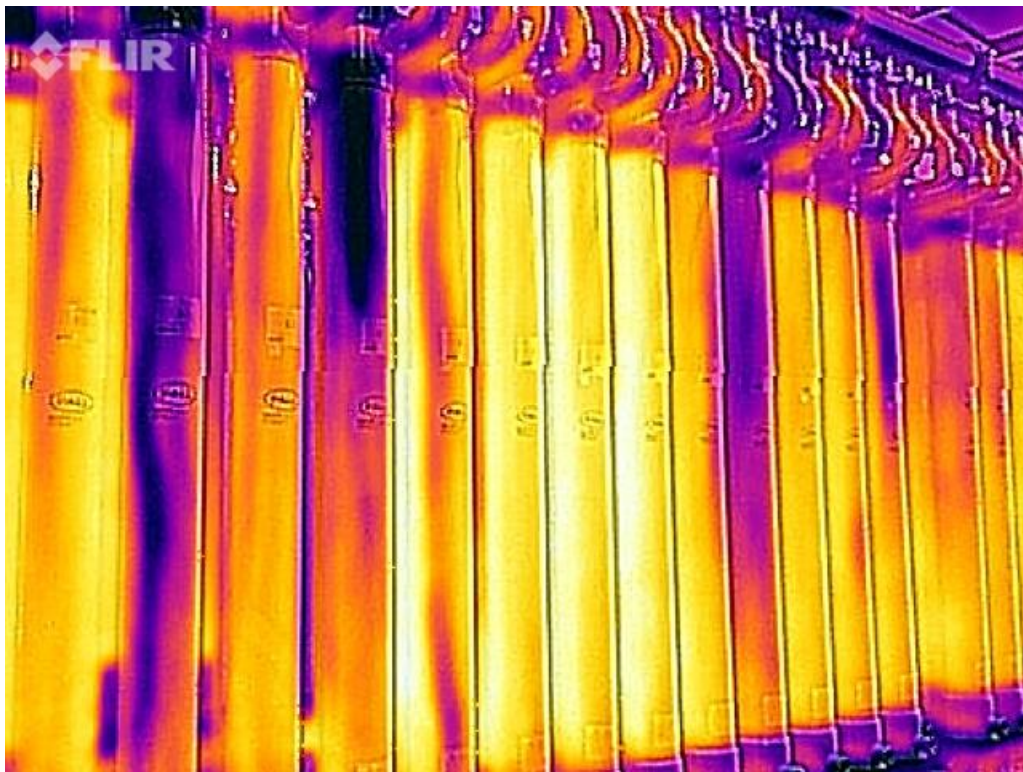
**Subject:** Utilization of Forward Looking Infrared Technology (FLIR) for Membrane Module Analysis at the Wochholz Regional Water Recycling Facility

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Over the past several months, the Wochholz Regional Water Recycling Facility has experienced an operational upset in the secondary treatment process due to the reduced biological activity with the colder weather and rain events. This causes heavy solids to be fed to the membrane filtration process resulting in plugging and damage to the membrane modules.

While the secondary treatment process has recovered, it is necessary to determine which membrane modules need to be repaired within each train.

By heating the cleaning solution during a backwash of the membrane train and using Forward Looking Infrared Technology (FLIR) technology, the District staff is able to determine which microfiltration modules are plugged and repair those modules.



# Capital Improvement Projects



Yucaipa Valley Water District



**Date:** March 28, 2017

**From:** Jeremy Costello, Engineering Tech II  
Chelsie Fogus, Engineering Tech I

**Subject:** Overview of a Contract for the Construction of Replacement Pipelines on Date Avenue, Dodd Street, Panorama Drive, Lennox Street, Verona Street, Calvin Street, and Vista Lane

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On November 15, 2016, the Board of Directors authorized the District staff to solicit bids for the construction of Date Avenue, Dodd Street, Panorama Drive, Lennox Street, Verona Street, Calvin Street, and Vista Lane Replacement Pipelines. The project includes the construction of approximately 950 linear feet of 30-inch ductile iron pipe, approximately 1,005 linear feet of 8-inch ductile iron pipe, including various laterals, valves and appurtenances, and removal and replacement of pavement.

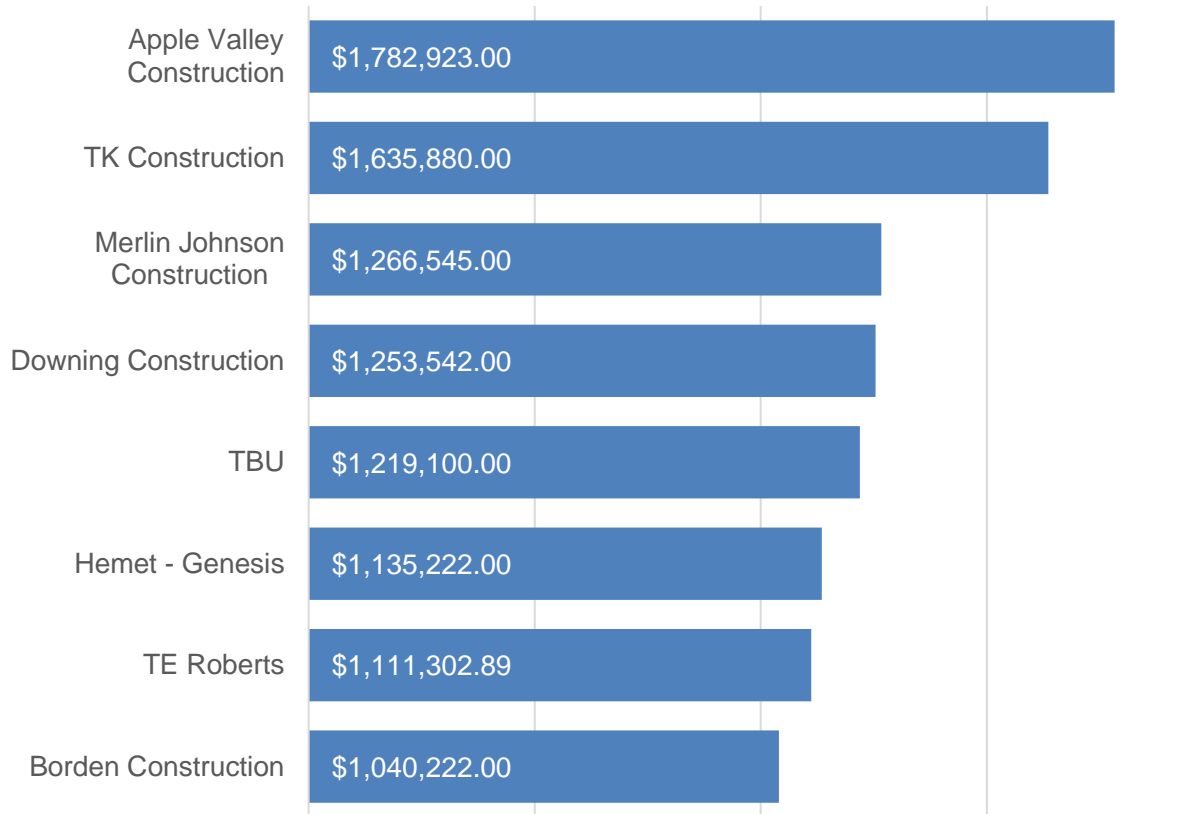


On March 21, 2017, the District received 8 bids for the replacement pipelines project. Borden Excavating, Inc. was the low bidder in the amount of \$1,040,222.00.

Financial Considerations:

Funding for this project will be from potable water depreciation reserves.

Preliminary Bid Results







**Date:** March 28, 2017

**From:** Matthew Porras, Management Analyst

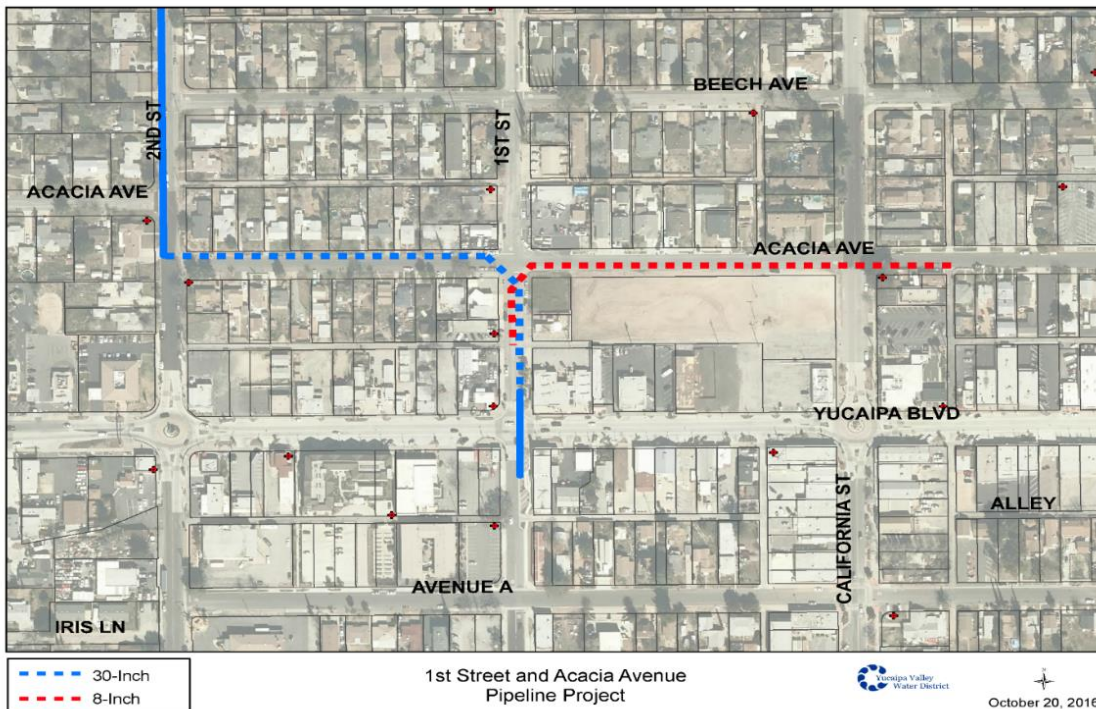
**Subject:** Status Report on the Construction of an 8-inch and 30-inch Water Pipelines in Acacia Avenue and First Street

On November 1, 2016, the Board of Directors authorized the District staff to solicit bids for the construction of pipelines on Acacia Avenue and First Street [Director Memorandum No. 16-104]. On January 3, 2017, the Board of Directors authorized the construction contract with Borden Excavating for the aforementioned pipelines [Director Memorandum No. 17-008]

The pipeline project involves two pipes:

- 948 linear feet of 30-inch ductile iron pipe in First Street, west on Acacia Avenue to Second Street; and
- 1005 linear feet of 8-inch ductile iron pipe in First Street and Acacia Avenue to the alley east of California Street.

The 30-inch ductile iron pipe is an extension of the existing 30-inch crosstown transmission pipeline in Second Street, east on Acacia Avenue and south on First Street to Yucaipa Boulevard and the 8-inch ductile iron pipe will support the infrastructure needs of the new Performing Arts Center replacing an old 6-inch PVC alley pipeline. This project is categorically exempt from environmental review in accordance with the California Environmental Quality Act Guidelines Section 15301(c).





**Date:** March 28, 2017

**From:** Kathryn Hallberg, Management Analyst

**Subject:** Overview of the Site Improvements for RWB - 12.4 Recycled Water Booster Station

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On January 31, 2017, the Board of Directors awarded the contract to TSR Construction and Inspection for the construction of the site improvements at RWB- 12.4 Recycled Booster Station at the intersection of Myrtlewood Drive and California Street.

The project includes the construction of 315± linear feet of 8-foot 8-inch to 12-foot high masonry walls with masonry pillars, 200± linear feet of 8-foot high steel tubular fencing with access gates, site grading and furnishing, installing Class 2 base material, and site landscaping.





The pictures above show the site prior to the start of the on-site improvements (dated March 23, 2017).

Financial Considerations:

Funding for this project is from the recycled water depreciation reserves.

Construction Update:

Construction is scheduled to begin on Monday March 27, 2017.

# Administrative Issues



Yucaipa Valley Water District





**Date:** March 28, 2017  
**From:** Jennifer Ares, Water Resource Manager  
**Subject:** Overview of the Approval of Fiscal Year 2017-2018 Basin Monitoring Program Task Force Budget

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The Yucaipa Valley Water District has been actively involved in the Nitrogen/TDS Task Force since its formation in the 1990's. As follow up to the Nitrogen TDS Task Force efforts, a new task force was formed in August 2004 consisting of seventeen water and sewer agencies in the Santa Ana Watershed to compile and collect monitoring data to evaluate the water quality of the Santa Ana River on an annual basis, and the groundwater basins throughout the watershed every three years. The agencies responsible for completing these tasks and the actual tasks were included in the Regional Water Quality Control Board Basin Plan.

District staff recommends approval of 2017-2018 budget for the Basin Monitoring Program Task force in the amount of \$14,019.

### Approved FY 17-18 Basin Monitoring Program Task Force Budget (Effective 2-14-17)

		<i>FY 17-18 Cost</i>
<b>Projected Expenses</b>	SAWPA TF Admin & Contract Adm	\$50,000
	SAR Annual Report	\$30,000
	Risk Sciences Regulatory & Documentation Support	\$75,780
	Ambient Water Quality w/ Interpretive tools (FY 2019-2020) <sup>1</sup>	\$116,667
	SAR Wasteload Allocation Model <sup>2</sup>	<u>\$0</u>
		<b>\$272,447</b>
 <b>Projected Revenue</b>		
	Carryover contingency	\$137,000

	SAWPA Admin	SAR Report	Risk Sciences Reg Support	Ambient Water Quality & Tools	Total
IEUA	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
EMWD	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
OCWD	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
SBVMWD	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
CORONA	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
EVMWD	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
REDLANDS <sup>4</sup>	\$2,631.58		\$3,789.00	\$5,833.35	\$12,254
RIALTO	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
RIVERSIDE	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
RIX JPA	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
YVWD	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
WRCRWA	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
JCSD	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
TVWD <sup>3</sup>		\$1,764.71	\$3,789.00	\$5,833.35	\$11,387
BEAUMONT	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
CBWM <sup>4</sup>	\$2,631.58		\$3,789.00	\$5,833.35	\$12,254
BANNING	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
SGPWA	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
BCVWD	\$2,631.58	\$1,764.71	\$3,789.00	\$5,833.35	\$14,019
IRWD <sup>4</sup>	<u>\$2,631.58</u>		<u>\$3,789.00</u>	<u>\$5,833.35</u>	<u>\$12,254</u>
	\$50,000	\$30,000	\$75,780	\$116,667	\$272,447

1. Triennial Ambient Water Quality (AWQ) Update w/Interpretive Tools (FY19-20) - funding collected annually over 3 years - \$350K estim
2. SAR Wasteload Allocation (FY 16-17) - funding collected over 2 years, FY 15-16 and FY 16-17, so no funding needed for next two fisca
3. A discount was provided for POTWs producing under 1 mgd of wastewater flow - No SAWPA Admin cost per TF direction
4. No WWTP discharges so no funding participation in SAR Annual Report - based on request of affected agencies and TF direction

07/16/04

**AGREEMENT TO FORM A TASK FORCE  
TO CONDUCT A  
BASIN MONITORING PROGRAM FOR  
NITROGEN AND TOTAL DISSOLVED SOLIDS  
IN THE SANTA ANA RIVER WATERSHED  
(BASIN MONITORING PROGRAM)**

**THIS AGREEMENT** is made and entered into this 10 th day of August, 2004 by and among the following entities, which are hereinafter sometimes referred to collectively as "TASK FORCE AGENCIES" or individually as TASK FORCE AGENCY" ("AGREEMENT"). This AGREEMENT is also by and between the Santa Ana Watershed Project Authority ("SAWPA") and the TASK FORCE AGENCIES as to SAWPA's role as Task Force Administrator. The following public agencies are the "TASK FORCE AGENCIES":

Orange County Water District	Inland Empire Utilities Agency
Eastern Municipal Water District	City of Rialto
City of Corona	Elsinore Valley Municipal Water District
City of Riverside	Colton/San Bernardino Regional Tertiary
Yucaipa Valley Water District	Treatment and Wastewater Reclamation
Lee Lake Water District	Authority
Chino Basin Watermaster	Jurupa Community Services District
City of Redlands	City of Beaumont
San Timoteo Watershed Management	Irvine Ranch Water District
Authority	Western Riverside County Regional
	Wastewater Authority

**I. RECITALS**

A. Background. In December 1995, the Nitrogen TDS Task Force, consisting of 22 water resource agencies in the Santa Ana Watershed, was formed to oversee a study to evaluate the impacts of Total Inorganic Nitrogen (TIN) and Total Dissolved Solids (TDS) on water resources in the Santa Ana River Watershed. The study was completed in mid-2003. On January 22, 2004, the Santa Ana Regional Water Quality Control Board ("RWQCB") incorporated the results of the Nitrogen TDS Task Force study into a Basin Plan Amendment for Nitrogen and TDS and adopted the Basin Plan Amendment. The TASK FORCE AGENCIES were named in that Basin Plan Amendment as responsible for conducting various monitoring programs and analyses to support the results defined in the Basin Plan Amendment. The monitoring programs and analyses are described as follows:

a. TDS/Nitrogen Monitoring Program for Santa Ana River Reaches 2, 4 and 5. The implementation of a TDS/Nitrogen monitoring program for the Santa Ana River Reaches 2, 4 and 5 is necessary to assure compliance with both surface water objectives of the defined river reaches and groundwater objectives underlying the river reaches to protect downstream



Orange County groundwater. Compliance with the Reach 2 TDS objective can be determined by evaluation of data collected by the Santa Ana River Watermaster, Orange County Water District, the United States Geological Survey, and others.

b. Watershed-wide TDS/Nitrogen Groundwater Monitoring and Ambient Groundwater Quality Update Program. The implementation of a watershed-wide TDS/Nitrogen groundwater monitoring program is necessary to assess current water quality, to determine whether TDS and Nitrate-Nitrogen water quality objectives for management zones are being met or exceeded, and to update assimilative capacity findings. Groundwater monitoring is also needed to fill data gaps for those management zones with insufficient data to calculate TDS and Nitrate-Nitrogen historical quality and current quality. Groundwater monitoring is needed to assess the effects of publicly-owned treatment plants ("POTW") discharges to surface waters on affected groundwater. The determination of current ambient groundwater quality throughout the watershed will be conducted and reported by July 1, 2005.

The RWQCB has indicated that the watershed-wide TDS/Nitrogen monitoring program should be conducted every three years to determine the current ambient groundwater quality in the watershed for TDS and Nitrogen. The SAR Reaches 2, 4 and 5 monitoring programs shall be conducted annually. The results of all monitoring programs defined in annual reports will be submitted to the RWQCB.

B. The Purpose of the Task Force Agreement. The purpose of this Task Force Agreement is to form a task force to oversee and conduct the necessary studies for the Basin Monitoring Program as defined in the RWQCB's Basin Plan Amendment. The Task Force is proposed to consist of the TASK FORCE AGENCIES to direct the study and fund it on an equitable basis to be determined by the Task Force.

C. Memorandum of Agreement on Nitrogen Loss Monitoring Program. Some of the TASK FORCE AGENCIES have entered into a separate agreement to conduct a one year Nitrogen Loss Monitoring Program in the Santa Ana River Watershed which, while related to the work in this AGREEMENT, is to be funded separately by those TASK FORCE AGENCIES who are parties to that Agreement, and shall be governed separately by the parties to that Agreement.

## II. COVENANTS

NOW, THEREFORE; in consideration of the foregoing recitals and mutual covenants contained herein, the TASK FORCE AGENCIES agree as follows:

1. Creation of a Task Force.

There is hereby created a "Task Force to conduct a Basin Monitoring Program for Nitrogen and Total Dissolved Solids in the Santa Ana River Watershed" initially consisting of the TASK FORCE AGENCIES and other entities as more specifically provided for in paragraph 3 below.

2. Purpose of the Task Force.

The purpose of the Task Force is to provide oversight and supervision of the work that is described herein.

3. Membership and Organization.

a. Regular Members. Concurrently with the execution of this AGREEMENT, each of the TASK FORCE AGENCIES shall appoint one regular representative to the Task Force and one alternate representative to act in the absence of the regular representative. The representatives must be vested with the authority to act on behalf of the appointing TASK FORCE AGENCY, but only as provided for in this AGREEMENT. No actions by the TASK FORCE AGENCIES shall bind the TASK FORCE AGENCIES, except as explicitly provided for in this AGREEMENT. The identity of the appointed representatives shall be promptly communicated in writing to SAWPA. The representatives shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause; provided, however, that the TASK FORCE AGENCIES acknowledge and agree the continuity of representation on the Task Force is important to the overall effectiveness of the Task Force, and the TASK FORCE AGENCIES further agree to ensure such continuity whenever possible.

b. Additional Agencies. The TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the Task Force may be improved by the inclusion of other public agencies as additional TASK FORCE AGENCIES to the Task Force. Such public agencies may join the Task Force on such written terms and conditions as are acceptable to all TASK FORCE AGENCIES of the Task Force, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the Task Force. The inclusion of such public agencies as additional TASK FORCE AGENCIES to the Task Force shall be effected by a written amendment to this AGREEMENT signed by all TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall appoint their Task Force representatives and alternates as provided in Section 3.a. above or in said written amendment.

c. Advisory Members. The Task Force may, from time to time, seek the advice and counsel of regulatory or special interest agencies, which agencies may serve as Advisory Members to the Task Force. Such Advisory Members shall have no obligation to provide funding and no voting privileges. The California Regional Water Quality Control Board, Santa Ana Region, is hereby appointed as an Advisory Member of the Task Force. Additional Advisory Members may be appointed by a majority vote of the Task Force representatives.

d. Committees. The Task Force may establish committees, consisting of members who shall be selected by, and serve at the pleasure of the Task Force.

e. Task Force Administrator. SAWPA, acting through its Planning Department staff, is hereby appointed as the Task Force Administrator for purposes of this Task Force Agreement. SAWPA shall have the following administrative responsibilities and shall be reimbursed for time expended on behalf of the Task Force at SAWPA's rate for salary, overhead, burden (as shown in Exhibit "A"), and cost of materials, and including costs for:



- (1) Organizing and facilitating Task Force meetings;
- (2) Secretarial, clerical, and administrative services;
- (3) Management of Task Force funds and provide annual reports of Task Force assets and expenditures;
- (4) Hire Task Force-authorized consultants.
- (5) Hire SAWPA-approved consultant to provide technical review of Watershed-wide TDS/nitrogen groundwater monitoring program

SAWPA, as the Task Force Administrator, will act as the contracting party for the benefit of Task Force, for contracts with all Task Force consultants or contractors. SAWPA will not contract, direct, instruct, or guide such consultants or contractors on behalf of the Task Force or use funds provided by the Task Force without approval of, or guidance from, the Task Force representatives in accordance with Sections 3.f(2), 5 and 6 of this AGREEMENT. SAWPA will provide project management for work performed by such consultants or contractors.

f. Meetings of the Task Force.

(1) Frequency and Location. The first Task Force meeting shall be held at the office of SAWPA, at which time the Task Force shall agree upon the time and place of holding its regular meetings. Special meetings may be called at the request of the Task Force Administrator or by a majority of the Task Force representatives. All meetings of the Task Force or its Committees shall be noticed and conducted in compliance with California's Open Meeting Laws.

(2) Quorum. A majority of the representatives of the Task Force shall constitute a quorum. Actions of the Task Force shall be passed and adopted upon the affirmative vote of a majority of the Task Force. Each TASK FORCE AGENCY shall have one vote. The Task Force may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this AGREEMENT and applicable law.

(3) Meeting Minutes. SAWPA shall keep, or cause to be kept, minutes of the Task Force meetings including any handout materials used. Copies of the meetings and handouts will be delivered to the Task Force representatives, each TASK FORCE AGENCY, and the Advisory Members.

(4) Task Force Chair. At the first official meeting of the Task Force following execution of this AGREEMENT by all TASK FORCE AGENCIES a chair shall be selected by the Task Force representatives. The term of the chair shall be one year and shall be rotated among the Task Force representatives.

4. Duties of the Task Force.

a. Conduct Watershed-wide TDS/Nitrogen Groundwater Monitoring and Ambient Groundwater Quality Update Program. Hire consultant to perform, authorize, direct, and supervise the "project scope of work". The first component of the scope of work is described in that certain report entitled, "RWQCB Basin Plan Amendment Required Monitoring and Analyses, Recomputation of Ambient Water Quality for the Period 1984 to 2003, Final Work Plan" dated February 2004 (hereafter "Study"), which is incorporated herein by this reference. The determination of current ambient groundwater quality throughout the watershed will be conducted and reported by July 1, 2005. An update and recomputation of the ambient water quality will be conducted every three years thereafter by the Task Force.

b. Conduct TDS/Nitrogen Monitoring Program for Santa Ana River, Reaches 2, 4, and 5. Hire consultant to implement a monitoring program and prepare annual reports that will provide an evaluation of compliance with the TDS and Nitrogen objectives for Reaches 2, 4 and 5 of the Santa Ana River. The reports will be provided to the RWQCB by April 15<sup>th</sup> of each year.

c. Termination of Projects or Studies. The TASK FORCE AGENCIES hereby agree that the Task Force shall have the discretion to terminate its projects or studies in the event a consensus of the TASK FORCE AGENCIES cannot be maintained during the course of the Task Force projects or studies.

5. Budgets.

On or before January 1<sup>st</sup> of each year, SAWPA shall prepare and submit a Task Force budget for the next fiscal year to the Task Force and TASK FORCE AGENCIES. The proposed budget shall include all anticipated costs and fees for the scope(s) of work developed by the Task Force for the next fiscal year. Costs shall include costs and fees for any consultants or contractors to be hired by SAWPA to complete the anticipated scopes of work, any equipment or materials to be purchased, and any other direct costs. SAWPA shall include as a separate item in such proposed budgets costs of SAWPA administrative services. The proposed budget shall include a detailed description of all work to be accomplished with the budget. The budgets shall also set forth the funds to be deposited with SAWPA consistent with the budgeted costs and fees for that fiscal year. Each TASK FORCE AGENCY shall approve and pay, in advance on or before January 1st of each year, its pro-rata share of the Task Force proposed budget for the next fiscal year. The pro-rata share of such costs and fees for each TASK FORCE AGENCY will be as described in EXHIBIT "B", attached hereto and made a part of this AGREEMENT. Said EXHIBIT "B" shall be renewed each fiscal year to reflect the final budget and the participating TASK FORCE AGENCIES of that fiscal year, and any other factor that may affect the pro-rata share of such costs and fees for each TASK FORCE AGENCY for that fiscal year. EXHIBIT "A" includes by its attachment the funding sources for Fiscal Year (July 1<sup>st</sup> to June 30<sup>th</sup>) 2004-2005, and a budget for that fiscal year shall be adopted by the Task Force and TASK FORCE AGENCIES after this AGREEMENT has been fully executed. In the event that any TASK FORCE AGENCY withdraws from the Task Force, the budget then in effect shall be adjusted in order to provide for any funding shortfall caused by such withdrawal.



6. Contracting.

Upon Task Force approval, SAWPA shall hire consultants and contractors, as necessary, to complete the scope of work that has been funded by TASK FORCE AGENCIES each fiscal year. SAWPA shall not obligate funds that have not been delivered to SAWPA by the TASK FORCE AGENCIES.

7. Duration of Agreement.

This AGREEMENT shall not terminate unless by mutual agreement of the TASK FORCE AGENCIES provided that all debts and liabilities of the Task Force are satisfied. Notwithstanding the foregoing, each TASK FORCE AGENCY reserves the right to terminate at anytime, upon sixty (60) days' written notice to the Task Force. Task Force projects and studies already undertaken on behalf of TASK FORCE AGENCIES at the time of withdrawal by a TASK FORCE AGENCY shall be fully funded by the TASK FORCE AGENCIES, including the withdrawing TASK FORCE AGENCY, at the time projects or studies are approved by the Task Force for implementation. A withdrawing TASK FORCE AGENCY shall not be entitled to any refund for programs or studies already underway. Any refund of surplus funds due to the withdrawing TASK FORCE AGENCY shall be paid sixty (60) days after completion of tasks, projects and studies undertaken or in progress.

8. Ownership of Documents.

All work or deliverables produced, including originals prepared by anyone in connection with, or pertaining to, the work of the Task Force, shall become the property in whole and in part of TASK FORCE AGENCIES, individually and collectively. Provided, however, that any withdrawn TASK FORCE AGENCY shall only be entitled to such work or deliverables if the withdrawn TASK FORCE AGENCY has fully contributed funds for such work or deliverables.

9. Assignment.

No right, duty or obligation of whatever kind or nature created herein shall be assigned without the prior written consent of all TASK FORCE AGENCIES.

10. Effective Date.

This Task Force Agreement shall become effective when it has been executed by a majority of the TASK FORCE AGENCIES pursuant to authorization by each TASK FORCE AGENCY's Board of Directors.

11. Counterparts.

This AGREEMENT may be executed in original counterparts, which together shall constitute a single agreement.

12. Independent Contractor Status.

This AGREEMENT is not intended and shall not be construed so as to create the relationship of agent, servant, employee, partnership, joint venture or association, as between the TASK FORCE AGENCIES.



13. Waiver Of Rights.

The failure by the TASK FORCE AGENCIES or SAWPA to insist upon strict performance of any of the terms, covenants or conditions of this AGREEMENT shall not be deemed a waiver of any right or remedy that TASK FORCE AGENCIES and SAWPA may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of this AGREEMENT thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of this AGREEMENT.

14. Severability.

If any part of this AGREEMENT is held, determined or adjudicated to be illegal, void or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

15. Amendment.

It is mutually understood and agreed that no addition to, alteration of, or variation of the terms of this AGREEMENT, nor any oral understanding or agreement not incorporated herein, shall be valid unless made in writing and signed and approved by all TASK FORCE AGENCIES and SAWPA.

16. Entire Agreement.

This document sets forth the entire Agreement between and among the TASK FORCE AGENCIES and SAWPA.

17. Availability Of Funds.

The obligation of each TASK FORCE AGENCY is subject to the availability of funds appropriated by each TASK FORCE AGENCY for the purposes herein. Any obligation for the future payment of money beyond the current fiscal year is conditioned on the governing body of each TASK FORCE AGENCY providing adequate appropriations in the adopted budgets for those subsequent fiscal years. This condition applies to but is not be limited to the obligations of the TASK FORCE AGENCIES under section 3.e (Task Force Administrator), and section 5 (Budgets) of this AGREEMENT. Based on the financial constraints imposed by this Section 17, the TASK FORCE AGENCIES understand that SAWPA is under no duty to perform any services under this AGREEMENT until and unless the each TASK FORCE AGENCY has approved the fiscal year budget under Section 5, and has appropriated and deposited with SAWPA, the necessary monies to fund the approved budget. Any failure by one or more of the TASK FORCE AGENCIES to appropriate and deposit monies with SAWPA to fund the budget will necessarily delay the performance of the services by SAWPA contemplated by this AGREEMENT, and SAWPA shall not be held responsible or liable for any such delay or costs incurred from such a delay.

18. Indemnity and Insurance.

a. SAWPA shall require all consultants or contractors performing work or services for the Task Force to indemnify and hold harmless SAWPA and the TASK FORCE AGENCIES from any and all claims, damages, lawsuits, fines, penalties, including attorneys' fees and costs, arising from or related to the works or services provided by such consultants

or contractors. Such contractors or consultants shall also maintain the following insurances and keep certificates of such insurances on file with SAWPA, on behalf of the Task Force:

(1) **Workers Compensation Insurance.** A program of Workers Compensation insurance or a state approved self-insurance program shall be in an amount and form to meet all applicable requirements of the Labor Code of California, covering all persons and entities providing services on behalf of the consultant or contractor and all risks of such persons or entities under this AGREEMENT.

(2) **Comprehensive General and Automobile Liability Insurance.** Comprehensive personal injury and property damage liability coverage shall include contractual coverage and automobile liability, if applicable, and including coverage for owned, hired and non-owned vehicles. The policy shall have a combined single limit for bodily injury and property damage of at least \$1,000,000.00. SAWPA and the TASK FORCE AGENCIES shall be named as additional insureds on the policy providing such coverage, and any right of subrogation shall be waived.

(3) **Professional Liability Insurance.** Professional liability insurance shall include limits of at least \$1,000,000.00 per claim or occurrence, unless such coverage is waived by the Task Force representatives.

b. Nothing in this AGREEMENT is intended to create, nor shall anything herein be construed as creating, any rights in, benefits for or obligations to, any person or entity other than SAWPA and the TASK FORCE AGENCIES.

19. Nondiscrimination.

SAWPA shall ensure that during the term of this AGREEMENT it and any consultant retained by it shall not discriminate on the grounds of race, religion, creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any other condition related thereto, marital status, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code, in the performance of this AGREEMENT and shall also comply with the applicable provisions of the Americans with Disabilities Act.

20. Warranty of Authority.

Each of the individuals executing this AGREEMENT represent and warrant that she or he has the legal power, right and actual authority to bind their respective TASK FORCE AGENCIES to the terms and conditions of this AGREEMENT. Each individual executing this AGREEMENT further represents and warrants that the AGREEMENT has been approved by his or her respective TASK FORCE AGENCIES' governing board.

21. Dispute Resolution.

Any dispute which may arise by and between the parties to this AGREEMENT shall first be submitted to non-binding mediation, conducted by a neutral, impartial mediation

service that the parties mutually agree upon in writing. Any dispute not resolved by such mediation shall be submitted to binding arbitration conducted by a neutral, impartial arbitration service that the parties mutually agree upon in writing. The arbitrator shall decide each and every dispute in accordance with the laws of the State of California, and all other applicable laws. Upon a showing of good cause, the arbitrator may permit limited discovery in the arbitration proceeding. If any party commences legal action or arbitration arising out of or in connection with this Project Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and litigation expenses from the losing party.

IN WITNESS WHEREOF, SAWPA and the TASK FORCE AGENCIES have executed this AGREEMENT on the date set forth below.

ORANGE COUNTY WATER DISTRICT

DATE 9-1-04

BY [Signature]  
President

DATE 9-1-04

BY [Signature]  
~~Secretary~~ General Manager

APPROVED AS TO FORM

By [Signature]  
General Counsel for  
Orange County Water District

DATE \_\_\_\_\_

BY \_\_\_\_\_  
President

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Secretary

EASTERN MUNICIPAL WATER DISTRICT

DATE \_\_\_\_\_

BY \_\_\_\_\_  
President

DATE \_\_\_\_\_

BY \_\_\_\_\_  
Secretary



### EXHIBIT A

Overhead and burden are included in all rates. Labor for SAWPA staff shall be billed at the rates in Table 1 below for FY 04-05. Rates will be adjusted annually based on SAWPA annual budget. Materials purchased to provide administrative services that are not shown in Table 1 below shall be billed at direct cost with no additional fees or mark-ups.

<b>Table 1 SAWPA Rate Sheet</b>	
<b>Item</b>	<b>Rate</b>
Planning Manager	\$117.09/hour
Watershed Planner	\$ 75.60/hour
Sr. Administrative Assistant	\$ 55.65/hour
Administrative Assistant II	\$ 43.11/hour
Administrative Assistant I	\$ 44.34/hour
Controller	\$ 88.65/hour
Senior Accounting Technician	\$ 50.89/hour
Automobile Travel	Federal mileage rate for automobile travel to meeting locations.
Out of Town travel (when air travel or overnight stay is required)	Direct cost of air travel plus direct cost of lodging and meals.
	-

## **EXHIBIT B TASK FORCE BUDGET**

### **A. CONTRIBUTIONS**

1. Study Contributions. In order to participate in the activities of the Task Force, each TASK FORCE AGENCY shall appropriate and deliver to SAWPA its agreed upon share of the funding. Based on study obligations assigned by the RWQCB in the Basin Plan Amendment for TIN and TDS, some portions of the overall study will be paid for by a subset of the TASK FORCE AGENCY as provided in a separate memorandum of agreement. The TASK FORCE AGENCIES specifically recognize that each TASK FORCE AGENCY's agreed-upon share is determined by that TASK FORCE AGENCY's Board of Directors, who are the signatories to this AGREEMENT. Funding shall be provided by the TASK FORCE AGENCIES in accordance with the attachment to this Exhibit.

2. Funds appropriated by each TASK FORCE AGENCY to the activities of the Task Force shall be expended only for the purposes expressed in this AGREEMENT. Funds shall be deposited in a restricted, interest-bearing account for the benefit of the Task Force, administered by SAWPA. Funds shall be strictly accounted to each TASK FORCE AGENCY. Upon termination of the Agreement and the activities of the Task Force, any funds not used shall be returned to the TASK FORCE AGENCIES in proportion to their contribution as provided in the Agreement.

3. The compensation to be paid to consultant hired by Task Force is subject to SAWPA's receipt of funds from the TASK FORCE AGENCIES. The consultant will be directed to limit its activities to ensure that the Consultant does not expend funds or provide services for which SAWPA has not yet collected funds from the TASK FORCE AGENCIES. SAWPA will endeavor to obtain the funds needed to fully fund the scope of work.

07/16/04

### Basin Monitoring and Update Program Funding (FY 04-05)

CONSULTANTS	WE Inc. - Ambient Groundwater Update	Consultant Cost	SAWPA ADM	Contingency	Total
	WE Inc. - SAR Reaches 2,4,5 Annual Report	\$248,194	\$45,000	\$21,306	\$314,500
		<u>\$30,000</u>	<u>\$9,800</u>	<u>\$5,000</u>	<u>\$44,800</u>
		\$278,194	\$54,800	\$26,306	\$359,300

### Distribution of Costs Among Responsible Agencies

Agency	SAR Report	Current Ambient	Totals
IEUA	\$3,200	\$18,500	\$21,700
EMWD	\$3,200	\$18,500	\$21,700
OCWD	\$3,200	\$18,500	\$21,700
CORONA	\$3,200	\$18,500	\$21,700
EVMWD	\$3,200	\$18,500	\$21,700
REDLANDS	\$3,200	\$18,500	\$21,700
RIALTO	\$3,200	\$18,500	\$21,700
RIVERSIDE	\$3,200	\$18,500	\$21,700
RIX JPA	\$3,200	\$18,500	\$21,700
YWWD	\$3,200	\$18,500	\$21,700
WRGRWA	\$3,200	\$18,500	\$21,700
JCSD	\$3,200	\$18,500	\$21,700
LEE LAKE WD	\$3,200	\$18,500	\$21,700
San Timoteo WMA	\$3,200	\$18,500	\$21,700
BEAUMONT	<u>\$3,200</u>	\$18,500	\$21,700
CBWM		\$18,500	\$18,500
IRWD	\$44,800	\$314,500	\$359,300

1/19/10

**AMENDMENT NO. 1  
TO  
AGREEMENT TO FORM A TASK FORCE  
TO CONDUCT A  
BASIN MONITORING PROGRAM FOR  
NITROGEN AND TOTAL DISSOLVED SOLIDS  
IN THE SANTA ANA RIVER WATERSHED  
(BASIN MONITORING PROGRAM)**

Pursuant to Paragraph II.15 of that certain AGREEMENT entitled, “Agreement to Form a Task Force to Conduct a Basin Monitoring Program for Nitrogen and Total Dissolved Solids in the Santa Ana River Watershed”, dated August 10, 2004, the TASK FORCE AGENCIES hereby agree to make the following changes:

1. Under I. Recitals B. The Purpose of the Task Force Agreement shall be revised to read as follows:

The purpose of this AGREEMENT is to form a task force to oversee and conduct the studies for the Basin Monitoring Program as described in the RWQCB’s Basin Plan Amendment **and perform other related cooperative studies as agreed to by the TASK FORCE AGENCIES**. The Task Force is proposed to consist of the TASK FORCE AGENCIES to direct the study and fund it on an equitable basis to be determined by the TASK FORCE AGENCIES.

2. The TASK FORCE AGENCIES hereby amend Paragraph II. 4 (Duties of the Task Force) of the Task Force Agreement to include the following tasks to be funded by the TASK FORCE AGENCIES and authorize the Task Force Administrator to conduct such tasks.

d. Conduct Santa Ana River (SAR) Wasteload Allocations and other related studies

Hire a consultant to perform updates to the SAR Wasteload Allocation Report, work with the RWQCB staff and TASK FORCE AGENCIES on appropriate model runs to be used for new RWQCB Basin Plan Amendments for the SAR Wasteload Allocation and provide appropriate input for new Basin Plan Amendment language as needed. Additional studies may also be conducted to support the purposes of the TASK FORCE AGENCIES as directed by a consensus of the TASK FORCE AGENCIES.

Except as otherwise expressly amended herein, all of the terms, conditions, and provisions of the AGREEMENT shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment on the dates set forth below.

**AMENDMENT NO. 2  
TO  
AGREEMENT TO FORM A TASK FORCE  
TO CONDUCT A BASIN MONITORING PROGRAM FOR  
NITROGEN AND TOTAL DISSOLVED SOLIDS  
IN THE SANTA ANA RIVER WATERSHED  
(BASIN MONITORING PROGRAM)**

Pursuant to Covenants, Paragraph II.3b. of that certain AGREEMENT entitled, "Agreement to Form a Task Force to Conduct a Basin Monitoring Program for Nitrogen and Total Dissolved Solids in the Santa Ana River Watershed" (Basin Monitoring Program), dated August 10, 2004, the TASK FORCE AGENCIES hereby agree to make the following changes:

- I. Add Additional Agencies to the Task Force as follows, subject to the financial contributions as defined in the Basin Monitoring Program Task Force Agreement:
  - 1. City of Banning
  - 2. Beaumont Cherry Valley Water District
  - 3. San Bernardino Valley Municipal Water District
  - 4. San Gorgonio Pass Water Agency

Except as otherwise expressly amended herein, all of the terms, conditions, and provisions of the Task Force Agreement and as amended under Amendment No. 1, shall continue in full force and effect, and the Additional Agencies agree to comply with and be bound thereto. **Exhibit A – FY 2015-16 Basin Monitoring Program Task Force Budget** defines the initial contribution of the additional agencies.

***This Amendment No. 2 may be executed in original counterparts, which together shall constitute a single agreement document.***

**IN WITNESS WHEREOF**, the parties hereto have executed this *Amendment No. 2 to the Agreement to Form the Basin Monitoring Program Task Force*, on the dates set forth below.

**CITY OF BANNING**

BY \_\_\_\_\_  
Mayor Date

BY \_\_\_\_\_  
City Clerk Date

**BEAUMONT CHERRY VALLEY WATER DISTRICT**

BY \_\_\_\_\_  
President Date

BY \_\_\_\_\_  
Secretary-Treasurer Date

k:\common\contracts\planning\drafted\Amend2toBMPTaskForceAgmt





**Date:** March 28, 2017  
**From:** Joseph Zoba, General Manager  
**Subject:** Overview of Life Insurance Policies for District Employees

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The Yucaipa Valley Water District currently provides life insurance for employees in the amount of \$50,000 from Standard Dental and a \$15,000 policy from Anthem Blue Cross. The District staff has received information about a potential change in the billing process form Anthem Blue Cross.

Information about this issue will be discussed at the board meeting.



**Date:** March 28, 2017  
**From:** Kathryn Hallberg, Management Analyst  
**Subject:** Authorization to Proceed with Applications for Pooled Insurance Coverage Quotes

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Yucaipa Valley Water District currently has a property/liability insurance policy with Inland Counties Insurance Services Brokerage. The District's current coverage is provided by Water Plus Insurance Program and Allied World Assurance Coverage.

The District would like to investigate pooled insurance, and the benefits it can provide to the District. Specifically, the District staff would like to complete applications for pooled insurance quotes from the Association of California Water Agencies - Joint Powers Insurance Authority's (ACWA-JPIA) and the Special District Risk Management Authority's Property/Liability and Workers' Compensation Programs (SDRMA).

It would be beneficial to the District to explore different insurance options through pooled insurance to determine the most comprehensive and cost effective coverage for the District.

## Formed by Water Agencies for Water Agencies

Water agencies have a unique set of risks not every provider can cover. In 1979, water agencies banded together to share their risks and associated insurance costs. They empowered ACWA JPIA to provide the best coverage for their needs ... and we delivered. Today, we are the leader in providing California public water agencies with liability, property and workers' compensation loss coverage programs and employee benefits services.

## Water Agencies Have a Champion in the JPIA

- ✔ Trustworthy, reliable and knowledgeable staff dedicated to each member
- ✔ Resourceful, in-house risk management team and claims examiners
- ✔ Strong, stable risk-sharing pool with over 350 loyal water agency members
- ✔ Programs with cost savings of 20 to 30 percent compared to commercial insurance
- ✔ Value-added services to help reduce claims, keep costs low and protect members
- ✔ 100 percent member governed, member driven and member focused
- ✔ Members are our shareholders ... We have returned nearly \$40 million to members since our inception

We battle for your rights and best protection. Put your trust in the JPIA.



**ACWA JPIA**  
P.O. Box 619082  
Roseville, CA 95661  
916.786.5742  
acwajpia.com

PUT YOUR TRUST IN  
**ACWA JPIA**  
WE ARE YOUR BEST PROTECTION.



Comprehensive coverage programs and employee benefits exclusively for ACWA members.



## Services Exclusive to JPIA Members

As a California special district, profits do not measure our success. Members measure our success. They rate us not only on our coverage programs, but also on the quality of our free to low-cost value-added services.

### Risk Management

- Certified safety professionals on staff
- Onsite consultations and risk assessments
- Assistance with safety policies

### Human Resources

- Certified human resource professionals on staff
- Employment practices hotline including free legal consultations
- Regional HR group meetings and individual consultations
- Employee handbook/policy reviews
- Model water district job descriptions

### Employee Benefits

- Advocacy and claim support
- Legal compliance assistance
- Electronic enrollment system

### Training

- On-site, local and regional classes
- Online courses
- Professional development programs

### Claims Services

- In-house claims staff
- Specialized legal counsel
- Investigation and defense

## Protection Exclusive to JPIA Members

We offer the best protection through pooled programs created specifically for our members, no matter their size. As a risk-sharing pool, we offer programs with more flexible coverage terms and higher liability limits compared to most insurance programs.



### Workers' Compensation

- Over 6,000 employees covered
- No deductible
- In-house claims examiners ranked #1 in California
- Fully funded for catastrophic events



### Property Program

- \$150 million limits
- Pooled retention to \$100,000 per loss
- Includes boiler and machinery
- Covers earthquakes and floods



### Employee Benefits

- HMO, PPO and consumer-driven medical plans
- HMO and PPO dental plans
- Life insurance and disability plans
- Employee assistance and wellness programs

### General, Auto and Public Official Liability Coverage



- Up to \$60 million limits
- Pooled retention up to \$5 million per occurrence
- Funded for catastrophic events
- Excess premium returned to members



In 2015, the majority of our members ranked their investment in the JPIA as an excellent value to their agency.

## Property/Liability Coverage Program



### Property/Liability Package Coverage

Special District Risk Management Authority (SDRMA) offers a straightforward, uncomplicated program for special districts and other public agencies. Coverage documents are broad form manuscript policies written on an "occurrence form" to ensure the highest level of coverage and maximum protection of assets for governmental entities providing municipal services. Established in 1986, this program has a proven reputation for stable, competitive rates, actuarially based fiscal management, and sound underwriting practices. We offer multi-program discounts and also reward members through longevity distributions.

#### COVERAGE

- General Liability Minimum Limits of \$2.5 Million Per Occurrence (Higher limits available upon request)
- Property Limits \$1,000,000,000 Per Occurrence
- Ancillary coverages are offered on a member-by-member basis
- SDRMA maintains a Self-Insured Retention that is periodically adjusted based on market conditions

#### CLAIMS MANAGEMENT PROGRAM

SDRMA recognizes that claims management is a critical component and serves as the strength of our risk management program. Under the supervision of Chief Risk Officer Dennis Timoney, property and liability claims are processed, managed and adjusted "in-house". Our primary objective is to positively impact the overall cost of property and liability coverages, as well as provide employees and employers fair and equitable claims management and resolution. SDRMA uses state-of-the-art claims management software to provide an accurate up-to-date status of each claim, loss run reports and financial information. Moreover, SDRMA's role is not to be adversarial, but to create a partnership with its members.

#### LOSS CONTROL AND PREVENTION PROGRAM

SDRMA believes the key to a successful loss control and prevention program is quality, relevant education. Our members are provided with a variety of loss prevention programs, at no additional cost, including an online certified safety training program, free webinars and training seminars, on-site educational programs (upon request) and access to a library containing more than 200 training videotapes & DVD's.

#### MEMBERPLUS SERVICES

Members participate in a complimentary safety management program including:

- Personalized On-line Member Resources – MemberPlus Online™
- State-of-the-Art On-line Safety Training – TargetSolutions™
- Loss Prevention Allowance Fund for Reimbursement of Approved Safety Equipment/Training up to \$1,000 per year
- Employment Law Legal Hotline
- On-Site Loss Control Visits and Risk Analysis
- Training Workshops/Webinars (safety, loss prevention)
- Safety, Claims Handling and Risk Reduction Training
- Comprehensive Safety & Risk Management Multimedia Library
- Premium-Reduction Credit Incentive Program (CIP)
- Occupational Safety & Health Program
- Safety & Claims Policy Manual
- Monthly Review of Claims Loss Reports
- Ergonomic Evaluations of Work Areas
- Contract Review and Transfer of Risk Analysis
- DMV Record Review
- Special Events Liability Assistance

#### RISK MANAGEMENT SERVICES

Property and liability coverage protection is just one component of SDRMA's overall risk management program. Our risk management program includes risk assessment, risk analysis, risk protection (insurance coverage) and loss control. Asset protection for Agency exposures, assisting in preventing future losses, educating Agency staff, monitoring the Agency's regulatory environment and providing the Agency with access to a risk manager are all elements of the overall risk management program.



## Property/Liability Coverage Program

### ELIGIBILITY REQUIREMENTS

SDRMA's eligibility requirements provide that member agencies:

- Must be a public agency formed under the California Government Code
- Execute the SDRMA Joint Powers Agreement
- Commit to an initial three program year member enrollment (thereafter coverage may be renewed annually)
- Maintain annual membership in California Special Districts Association (CSDA)

Please do not hesitate to call Special District Risk Management Authority at 800.537.7790, should you have any questions.

## Property/Liability Package Coverage Description

### GENERAL LIABILITY

General liability coverage provides protection for claims and losses arising from third-party personal injury, bodily injury and property damages. Coverage includes: subsidence (associated with main leaks and breaks), sudden and accidental release of chlorine, water and wastewater as a completed product (not pollution), failure to supply, sewer overflow/backups, hazardous material loading/unloading, volunteers/employees and inverse condemnation and dam failure liability (by endorsement). There are no general liability policy sub-limits. Limit: minimum \$2,500,000 per occurrence; no annual aggregate. Deductible: None; \$500 (property damage only) per occurrence.

### AUTO LIABILITY

Auto liability coverage protects members from lawsuits for bodily injury and property damages to the public arising out of ownership, maintenance or use of a covered vehicle. Coverage includes: owned vehicles, non-owned and hired vehicles and uninsured motorists. Limit: minimum \$2,500,000 per occurrence; no annual aggregate. Deductible: None (bodily injury); \$1,000 (property damage) per occurrence.

### AUTO PHYSICAL DAMAGE

Auto physical damage (comprehensive and collision) provides protection for damage or loss to a member's owned vehicle. Comprehensive coverage includes: fire, theft, vandalism, windstorm, hail, flood, glass breakage, damage caused by riot or civil commotion and damage from hitting or being hit by birds and animals. Collision coverage provides coverage for repair or replacement for like kind, type and condition based on actual cash value. Valuation: Actual Cash Value (ACV) or agreed upon value. Deductible: Member selectable \$250 comprehensive/\$500 collision or \$500 comprehensive/\$1,000 collision per occurrence.

### PUBLIC OFFICIALS PERSONAL LIABILITY (OUTSIDE COURSE AND SCOPE)

This highly specialized, unique coverage protects elected/appointed officials from claims and settlements arising outside the course and scope of their duties. Coverage includes: invasion of privacy, libel, slander, defamation of character, discrimination, false arrest and malicious prosecution. Limit: \$500,000 per official per year; annual aggregate. Deductible: \$500 per claim.

### EMPLOYMENT PRACTICES LIABILITY

Employment practices liability provides coverage for claims and losses arising from "wrongful" employment practices. Coverage includes: wrongful termination, sexual harassment and discrimination. Limit: minimum \$2,500,000 per occurrence; annual aggregate. Deductible: None.

### EMPLOYEE BENEFITS LIABILITY

Employee benefits liability coverage for claims and settlements resulting from the negligent administration of employee benefit plans. Limit: minimum \$2,500,000 per occurrence; annual aggregate. Deductible: None.

### EMPLOYEE AND PUBLIC OFFICIALS DISHONESTY

Employee and Public Officials fidelity blanket bond provides coverage protection for member losses resulting from fraudulent or dishonest acts committed by employees, volunteers or board members. Coverage includes: larceny, theft, embezzlement, forgery and wrongful misappropriation. Limit: \$1,000,000. Deductible: None.

### EMPLOYEE AND PUBLIC OFFICIALS ERRORS AND OMISSIONS

Public officials and employee's errors and omissions coverage for any and all wrongful acts by a covered party arising from misfeasance, malfeasance or nonfeasance including any actual or alleged negligent action or inaction, mistake, misstatement, error, neglect, inadvertence or omission. Limit: minimum \$2,500,000 per occurrence; annual aggregate. Deductible: None.





## Property/Liability Coverage Program

### PROPERTY COVERAGE (INCLUDING FLOOD AND MOBILE/CONTRACTORS EQUIPMENT)

Property coverage provided for the replacement cost value of building and contents. Additional extensions provided for accounts receivable, builders risk, business interruption, commandeered property, cost of construction, debris removal, electronic data processing, extra expense, fine arts (appraised value), flood coverage (annual aggregate), pollution clean-up (related to property loss), personal property of others and valuable papers. Property Coverage Valuation: replacement cost (without depreciation). Mobile/Contractors Equipment Valuation: actual cash value. Limit: \$1,000,000,000, no annual aggregate. Deductible: \$1,000 per occurrence.

### CYBER COVERAGE (AVAILABLE ONLY IF PROPERTY OR MOBILE/CONTRACTORS EQUIPMENT IS SCHEDULED)

Cyber coverage includes information security & privacy liability, privacy notification costs, regulatory defense and penalties, website media content liability and system damage and restoration (business interruption from hacking or virus). Members have a \$25,000 deductible per occurrence, a limit of \$250,000 per member per occurrence, an annual aggregate of \$250,000 per member and a sublimit of \$100,000 per member per occurrence for Credit Monitoring (subject to 20% coinsurance).

### BOILER AND MACHINERY

Boiler and machinery coverage provides coverage for the "sudden and accidental" breakdown of mechanical and electrical machinery. Coverage includes: expediting expenses, business income, extra expense, spoilage, water damage, ammonia contamination, hazardous substances, error in description and newly acquired property. Limit: \$100,000,000 repair/replacement. Deductible: Varies based on KW/KVA/AMPS, per occurrence.

### ANCILLARY COVERAGES

Ancillary coverages are available on a member-by-member basis (such as: earthquake).

### CREDIT INCENTIVE PROGRAM

Members are able to reduce their auto and general liability net premiums through Special District Risk Management Authority Property/Liability Credit Incentive Program. Credit incentives up to 15% of the auto and general liability net premium contribution can be earned for completion of approved program criteria guidelines.

This information is provided as a general description only, and is not intended to supercede specific policy documents. In the event of a conflict in language, the policy(ies) will be the controlling document.

### CONTACT INFORMATION:

#### ELLEN DOUGHTY

Chief Member Services Officer  
Special District Risk Management Authority  
1112 "I" Street, Suite 300  
Sacramento, California 95814  
Telephone: 800.537.7790  
Direct: 916.231.4141  
Fax: 916.231.4111  
Email: edoughty@sdrma.org

#### WENDY TUCKER

Member Services Manager  
Special District Risk Management Authority  
1112 "I" Street, Suite 300  
Sacramento, California 95814  
Telephone: 800.537.7790  
Direct: 916.231.4141  
Fax: 916.231.4111  
Email: wtucker@sdrma.org

## Workers' Compensation Program



### Workers' Compensation Program

Special District Risk Management Authority (SDRMA) offers a workers' compensation program for special districts and other public agencies. Established in 1982, this program has a proven reputation for stable, competitive rates, actuarially based fiscal management and sound underwriting practices. Moreover, responsive claims management and cost containment, combined with tailored safety and loss prevention, provides members an unequalled full-service workers' compensation program. We offer multi-program discounts and also reward members through longevity distributions.

#### COVERAGE

- Statutory Workers' Compensation Limits
- \$5 Million Employer's Liability
- Zero Member Deductible
- SDRMA maintains a Self-Insured Retention that is periodically adjusted based on market conditions

#### CLAIMS MANAGEMENT PROGRAM

Our primary objective is to prevent employee injuries and positively impact the overall cost of workers' compensation coverage, as well as provide employees and employers fair and equitable claims management and resolution. Under the supervision of Special District Risk Management Authority Chief Risk Officer, York Risk Services Group, Inc. (York) provides members efficient claims management.

SDRMA takes a very proactive approach to claims management. We believe claims management and handling are critical components of risk management and are the strength of our program. Our philosophy and established practice is to work with and on behalf of our members to satisfactorily resolve claims, not only within the self-insured retention level, but also with the excess insurance carrier.

#### LOSS CONTROL AND PREVENTION PROGRAM

Each new member will receive a comprehensive on-site safety analysis by a certified safety professional and will be provided a written safety report. Additionally, we provide our members with a safety claims procedure manual and training sessions to assist with preliminary claims processing. Our claims management team evaluates reported claims to determine coverage and liability, and if needed, coverage counsel reviews claims. All claims activity is closely communicated and discussed with our members. SDRMA and York use state-of-the-art claims management software to provide accurate up-to-date claims information, including loss run reports and payment activity.

#### MEMBERPLUS SERVICES

Members participate in a complimentary safety management program including:

- Personalized On-line Member Resources – MemberPlus Online™
- State-of-the-Art On-line Safety Training – TargetSolutions™
- Telephone Based Nurse Triage Program – Company Nurse
- Loss Prevention Allowance Fund for Reimbursement of Safety Equipment up to \$1,000 per year
- On-Site Loss Control Visits and Risk Analysis
- Training Workshops (safety, loss prevention)
- Safety, Claims Handling and Risk Reduction Training
- Comprehensive Safety & Risk Management Multimedia Library
- Contribution-reduction Credit Incentive Program (CIP)
- Occupational Safety & Health Program
- Safety & Claims Policy Manual
- Monthly Review of Claims Loss Reports
- Monthly Safety Management Meeting Materials
- Ergonomic Evaluations of Work Areas

#### CREDIT INCENTIVE PROGRAM

Members are able to reduce their workers' compensation premiums through Special District Risk Management Authority Workers' Compensation Credit Incentive Program. Credit incentives up to 15% of the workers' compensation annual contribution amount can be earned for completion of approved program criteria guidelines.





## Workers' Compensation Program

### PAYROLL AUDITS

At this time payroll audits are not required. They may however, be performed periodically by random selection of an account. However, all accounts are required to annually submit copies of their Employment Development Department quarterly payroll tax report (form DE-9) for the fiscal year ending June 30. SDRMA requires an annual payroll reconciliation process be performed by the member in late July.

### ELIGIBILITY REQUIREMENTS

SDRMA's eligibility requirements provide that member agencies:

- Must be a public agency formed under the California Government Code
- Execute the SDRMA Joint Powers Agreement
- Commit to an initial three program year member enrollment (thereafter coverage may be renewed annually)
- Have at least one full-time employee on staff
- Maintain annual membership in California Special Districts Association (CSDA)

### CONTRIBUTION AND PAYMENT TERMS

SDRMA's workers' compensation program policy period for all accounts is July 1 through June 30. Invoices are billed annually based on estimated payroll provided by the member each year.

### CONTACT INFORMATION:

#### Ellen Doughty

Chief Member Services Officer  
 Special District Risk Management Authority  
 1112 "I" Street, Suite 300  
 Sacramento, California 95814  
 Toll-free: 800.537.7790  
 Direct: 916.231.4141  
 Fax: 916.231.4111  
 Email: edoughty@sdrma.org

#### Wendy Tucker

Member Services Manager  
 Special District Risk Management Authority  
 1112 "I" Street, Suite 300  
 Sacramento, California 95814  
 Toll-free: 800.537.7790  
 Direct: 916.231.4141  
 Fax: 916.231.4111  
 Email: wtucker@sdrma.org



**Date:** March 28, 2017

**From:** Jennifer Ares, Water Resource Manager

**Subject:** Overview of the Wilson Creek Basins State Water Project Recharge Initial Study / Mitigated Negative Declaration

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Yucaipa Valley Water District imports water for local groundwater recharge in the Wilson Creek Basins (Basins). San Bernardino County Flood Control District (SBCFCD) owns the flood control basins and San Bernardino Valley Municipal Water District has a Use Agreement with SBCFCD to operate the basins. The District is currently the primary agency that utilizes the Wilson Creek Basins.

The Basins require periodic scarification for effective recharge however permits are needed to conduct the work. Pursuant to the requirements of the California Environmental Quality Act, the District was required to prepare an Initial Study/Mitigated Negative Declaration for the proposed maintenance and groundwater recharge at the San Bernardino County's basins located along Wilson Creek.

The Initial Study / Mitigated Negative Declaration is currently in circulation for public review until March 27, 2017. The document will then require approval by the District Board of Directors. Subsequently the District will submit permit applications to the U.S. Army Corps of Engineers, the Regional Water Quality Control Board, Santa Ana, and the California Department of Fish and Wildlife for their review as well.





**Date:** March 28, 2017

**From:** Jennifer Ares, Water Resource Manager

**Subject:** Overview of the Groundwater and Surface Water Monitoring Related to the Yucaipa Valley Water District's Maximum Benefit Monitoring Program

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Yucaipa Valley Water District is required to conduct extensive monitoring for the Maximum Benefit Program in the San Timoteo and Yucaipa Management Zones pursuant to the Regional Water Quality Control Board (RWQCB) Resolution Nos. R8-2005-0065 and R8-2014-0005.

The following scope of work and fee are based on monitoring requirements included in Resolution No. R8-2014-0005. The Monitoring will include groundwater monitoring services at up to fourteen (14) wells in the San Timoteo Management Zone and three (3) wells in the Beaumont Groundwater Management Zone. This will include collecting groundwater quality samples from seven (7) of the wells. Surface water monitoring services at up to four (4) surface water monitoring points in the San Timoteo Management Zone will also be conducted bi-weekly.

All data collected in the field (e.g. groundwater level measurements, surface water flows) will be compiled in a database, along with analytical laboratory results for all water quality samples collected by Dudek. Dudek will manage the data for the San Timoteo Creek, Yucaipa, and Beaumont Management Zones. This includes collecting, reviewing, providing QA/QC, and compiling all groundwater and surface water data from the three management zones.

The District is currently under contract with Dudek for the 2016 groundwater and surface water monitoring for the San Timoteo Management Zone. This proposal covers the monitoring requirements for the 2017 calendar year.

**DUDEK**

MAIN OFFICE  
605 THIRD STREET  
ENCINITAS, CALIFORNIA 92024  
T 760.942.5147 T 800.450.1818 F 760.632.0164

December 21, 2016

9440

Kevin King  
Operations Manager  
Yucaipa Valley Water District  
12770 Second Street  
Yucaipa, CA 92399

***Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2017 Related to the Maximum Benefit Monitoring Program for the San Timoteo Management Zone***

Dear Mr. King:

Dudek is pleased to present this scope of work and fee to provide groundwater and surface water monitoring services for the San Timoteo Management Zone in 2017 as per the Maximum Benefit Monitoring Programs presented in the Santa Ana Regional Water Quality Control Board (the Board) Resolutions R8-2005-0065 and R8-2014-0005. The following scope of work and fee are based on monitoring requirements included in the Draft Maximum Benefit Monitoring Report 2015 Work Plan (Wildermuth, 2014) that was updated on December 22, 2014 and approved by the Santa Ana Regional Water Quality Control Board on January 6, 2015.

The following scope of work includes:

1. Semi-annual groundwater monitoring services at up to fourteen (14) wells in the San Timoteo Management Zone and three (3) wells in the Beaumont Groundwater Management Zone. This will include collecting groundwater quality samples from nine of the wells and arranging for the samples to be delivered to Clinical Laboratory of San Bernardino, Inc. of Grand Terrace, California for analyses as outlined in the Draft 2015 Work Plan. Water levels will also be manually measured at the wells sampled and designated for water level measurement using a Solinst water level sounder. Water level data measured from dedicated pressure transducers installed at some of the wells and transmitted to the HydroVu database will be downloaded and compiled for inclusion in the annual maximum benefits monitoring report.
2. Bi-weekly surface water monitoring services at up to four (4) surface water monitoring points in the San Timoteo Management Zone. This will include measuring surface water flows and collecting water quality samples on a biweekly basis from three of the four



*Mr. Kevin King*

*Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water Monitoring Services in 2017 for the Maximum Benefits Monitoring Programs*

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monitoring points. The Draft 2015 Work Plan also calls for the collection of water quality samples from two of the surface water monitoring points following up to 6 storm events.

3. All data collected in the field (e.g. groundwater level measurements, surface water flows) will be compiled in a database, along with analytical laboratory results for all water quality samples collected by Dudek.
4. Dudek will act as the Data Manager for the San Timoteo Creek, Yucaipa, and Beaumont Management Zones. This includes collecting, reviewing, providing QA/QC, and compiling all groundwater and surface water data from the three management zones.
5. Dudek will prepare a draft Maximum Benefit Monitoring Program Annual Report to be distributed to Yucaipa Valley Water District and other interested parties on March 17, 2017 for review and comments. Dudek will finalize the draft report for submittal to the Regional Board by April 14, 2017.

## **SCOPE OF WORK**

### **Task 1. Semi-Annual Groundwater Level and Water Quality Monitoring**

Christian Hunter and Susie Smith of Dudek will be tasked with conducting all field work pertaining to the semi-annual groundwater monitoring events. The field work is tentatively scheduled in late April and late October 2017. The following is a list of tasks that will be completed by Dudek:

- Manually measure depths-to-water (DTW) at wells GWMW-1, GWMW-2, GWMW-3, GWMW-4, GWMW-5A, GWMW-5B, GWMW-5C (if not artesian), OW-1T, OW-1P, OW-2P, OW-3P, and GL-8 using a Solinst electric water level sounder provided by Dudek. The DTW measurements will be measured at 0.01-foot accuracy. The time and date of each DTW measurement, plus the conditions of each well, will be recorded in field forms. A private water supply well identified as GL-6 in the maximum benefits monitoring program is no longer accessible because the well owner has denied access to the well. This will be noted in the 2016 annual report.
- Water level data will be downloaded from dedicated pressure transducers at wells GWMW-1, GWMW-2, GWMW-3, GWMW-4, GWMW-5A, GWMW-5B, OW-1T, OW-1P, OW-2P, and OW-3P. The water level data will be barometrically corrected and compiled with the manual water level measurements.

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- Water quality samples will be collected from wells GWMW-2, GWMW-3, GWMW-4, GWMW-5A, GWMW-5B, GWMW-5C, and Deep Well (Marty Wells owner). All wells will be purged using a portable submersible pump and generator provided by YVWD. Wells GWMW-2, GWMW-3, and GWMW-4 will be purged dry and allowed to recover overnight before collecting a representative groundwater sample. Dudek understands that the purge water may be discharged to land at each well location.
- Field parameters pH, temperature, specific conductance and dissolved oxygen will be measured during the purging process to characterize the water quality and identify when the water produced from the well is representative of native groundwater. Dudek will use a multi-parameter device provided by YVWD to measure the water quality parameters. Dudek staff will calibrate the device using calibration standards provided by YVWD at the YVWD wastewater treatment plant. The calibration of the multi-parameter device will be recorded by Dudek staff prior to its use in the field.
- The DTW, field parameters, and volumes purged will be recorded in field sampling forms completed in the field at each well point. The field sampling forms will also include the name of the sampler, the date/time of measurement and sample collection, the estimated volume of water to purge 3 casing volumes, and the actual volume purged. The representative water quality samples will be collected after 3 casing volumes are purged or the field parameters monitoring during purging are stable within 10% of previous measurements.
- Water quality samples will be collected in sampling containers provided by Clinical Laboratory of San Bernardino, Inc., which is a California certified analytical laboratory (ELAP Certificate No. 1088). All sample containers will be labeled with the data/time of sample collection, the well ID, identification of the preservative (if any) in the container, and the name of the sampler. A chain-of-custody form will be completed as each sample is collected and submitted with the samples to Clinical Laboratory of San Bernardino, Inc. The analytical laboratory will analyze each sample per Table 2-4 of the Draft 2015 Work Plan, which includes the following constituents:
  - Total Dissolved Solids
  - Specific conductance
  - Nitrate-Nitrogen or Nitrate as nitrogen
  - Nitrite-Nitrogen or Nitrite as nitrogen
  - Total Inorganic Nitrogen
  - pH

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- Total alkalinity (as CaCO<sub>3</sub>)
  - Carbonate, bicarbonate and hydroxide
  - Silica (as SiO<sub>2</sub>)
  - Inorganic cations Ca, Mg, K, and Na
  - Inorganic anions Cl, F, SO<sub>4</sub>.
- All water quality samples will stored in an ice-chest with ice during the sampling event. The samples will be delivered to Clinical Laboratory of San Bernardino on ice.
  - This task includes labor hours to compile all data collected during the groundwater monitoring events and update the GIS database, water level and water quality hydrographs, and plan view maps.

The fee for conducting the groundwater monitoring events also includes direct costs that include a per diem, hotel accommodations, and daily rates for the use of a vehicle and water level sounder. The per diem and hotel accommodation rates were based on the United States General Services Administration that defined these rates for San Bernardino County for Fiscal Year 2017 (visit [gsa.gov](http://gsa.gov) website).

**Cost for Task 1 .....\$22,300**

**Task 2. Bi-Weekly Surface Water Monitoring**

Christian Hunter and Susie Smith of Dudek will conduct all field work pertaining to the bi-weekly surface water monitoring events. The field work is tentatively scheduled to begin on Tuesday, January 3, 2017 and continue every other Tuesday until December 19, 2017. The draft work plan also calls for a minimum of surface water sampling following 6 storm events. Bi-weekly surface water monitoring will include the following tasks:

- Measure surface water flow using a current meter provided by YVWD at the following surface water monitoring stations: YVWD-A, YVWD-B, and YVWD-Z in the San Timoteo Management Zone. Surface water flow will be calculated using the Velocity-Area Method described in *Discharge Measurements at Gaging Stations* by the USGS (Turnispeed et al., 2010).
- The multi-parameter water quality device will be used in the field to measure temperature, pH, electrical conductivity, and dissolved oxygen of the surface water at YVWD-A, YVWD-B, and YVWD-Z. These parameters will be recorded in a field sampling form completed for each station.



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- Water quality samples will be collected at YVWD-A, YVWD-B, and YVWD-Z in sampling containers provided by Clinical Laboratory of San Bernardino, labeled with the data/time of sample collection, the surface water monitoring site ID, identification of the preservative (if any) in the container, and the name of the sampler. A chain-of-custody form will be completed as each sample is collected and submitted with the samples to the analytical laboratory. Each surface water sample will be analyzed for constituents listed in Table 3-1 of the Draft 2015 Work Plan, which include the constituents required for groundwater plus ammonia as nitrogen. Silica will not be analyzed for in the surface water samples.
- Water quality samples will also be collected at YVWD-E and YVWD-Z following up to 6 storm events. Dudek anticipates conducting four additional sampling events to capture storm water flows outside the regularly scheduled biweekly sampling events. Dudek anticipates conducting two storm water sampling events concurrently with regularly scheduled biweekly sampling events. The storm water event samples will be analyzed for the same parameters required with the biweekly samples.
- All water quality samples will stored in an ice-chest with ice during the sampling event. The samples will be delivered to Clinical Laboratory of San Bernardino, Inc. on ice.
- This task includes labor hours to compile all data collected during the surface water monitoring events and update the GIS database, water quality hydrographs, and plan view maps.

The fee for conducting the surface water monitoring events also includes direct costs that include a per diem and a daily rate for the use of a vehicle. The per diem rate was based on the United States General Services Administration that defined these rates for San Bernardino County for Fiscal Year 2016 (visit [gsa.gov](http://gsa.gov) website).

***Cost for Task 2 .....\$43,440***

**Task 3. 2016 Maximum Benefit Annual Report**

Dudek will prepare the 2016 Maximum Benefit Annual Report, which will summarize the work performed and data collection from January 1 to December 31, 2016. The report will include a review of data collected and present the data in graphical form using water level and water quality hydrographs. Copies of all analytical laboratory reports, field forms, and calibration forms will be included in appendices to the report. As part of the preparation in drafting the report, Dudek will act as the data manager to collect, review, QA/QC, and process all



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groundwater and surface water data collected in the Yucaipa, San Timoteo Creek, and Beaumont Management Zones. This will include updating and maintaining one central database the will include all data.

A first draft of the report will be submitted to YVWD and other maximum benefit participants by March 17, 2017 to review and provide comments and suggested edits. Dudek will then address these comments and finalize the report for distribution to the Santa Ana Regional Water Quality Control Board by April 14, 2017. The report will include a summary of compliance with each of the maximum benefit commitments outlined in the Draft 2015 Work Plan.

*Cost for Task 3 .....\$19,160*

**Task 4. Project Management and QA/QC**

This task includes labor hours for the project manager, Steven Stuart, PE, to coordinate with YVWD staff and other participants, to plan project logistics for field sampling, data compilation, and provide QA/QC of all documented work and data collected in the three management zones. This also includes labor hours to participate in conference calls and meetings with YVWD.

*Cost for Task 4 .....\$9,000*

**FEE SUMMARY**

The fee presented in this proposal will be charged on a time and materials basis in accordance with Dudek’s 2016 Standard Schedule of Charges (see attached). Dudek will complete the tasks described above on a time-and-materials basis, not to exceed \$93,900.

The time and materials fee provided in this proposal represents an estimate of the anticipated level of effort required to complete the tasks described in the proposal. Should the actual effort required to complete the tasks be less than anticipated, the amount billed will be less than the total fee. Conversely, should the actual effort to complete the proposed tasks be greater than anticipated, additional fee authorizations will be requested. No work in excess of the proposed fee or outside of the proposed scope of work will be performed without written authorization from Yucaipa Valley Water District.

**TOTAL COST.....\$93,900**

*Mr. Kevin King*

*Subject: Proposed Scope of Work and Fee to Provide Groundwater and Surface Water  
Monitoring Services in 2017 for the Maximum Benefits Monitoring Programs*

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Please call me at (760) 479-4128 if you have any questions or require further discussion.

Sincerely,



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Steven Stuart, P.E. C79764  
Project Manager

*Att.: Table 1. Fee to Conduct Groundwater and Surface Water Monitoring Services in 2017  
2016 Dudek Standard Schedule of Charges*

*References:*

*Turnispeed, D.P., and Sauer, V.B., 2010, Discharge measurements at gaging stations: U.S. Geological Survey  
Techniques and Methods book 3, chap. A8, 87 p.*

*Wildermuth Environmental, Inc., 2014. Maximum Benefit Monitoring Report 2015 Work Plan Draft. Prepared for  
City of Beaumont, Yucaipa Valley Water District, San Geronio Pass Water Agency, Beaumont Cherry  
Valley Water District, City of Banning. September 30, 2014. Updated December 22, 2014.*

**AUTHORIZATION TO PROCEED**

*for*

**Scope of Work for Services Provided for Groundwater and Surface Water  
Monitoring per Maximum Benefits Monitoring Programs in 2017**

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The proposed scope of work and fee presented herein is acceptable and Dudek is hereby authorized to proceed with the proposed scope of services.

Authorized by: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name (typed or printed)

For: Yucaipa Valley Water District

\_\_\_\_\_  
Date

**Yucaipa Valley Water District**  
**Services Provided for the 2017 Maximum Benefits Monitoring Program**  
**DUDEK FEE SCHEDULE**

Task #	TASK	Project Team Role:				TOTAL HOURS	DUDEK LABOR COST	OTHER DIRECT COSTS <sup>1</sup>	TOTAL FEE
		Sr. Engineer IV Steven Stuart, PE \$225	Hydrogeologist IV Christian Hunter \$140	Hydrogeologist VI Susie Smith, PG \$160	Publications \$105				
1	Semi-Annual Groundwater Level and Quality Sampling	8	76	56	140	\$ 21,400	\$ 900	\$ 22,300	
2	Bi-Weekly Surface Water Monitoring	24	180	60	264	\$ 40,200	\$ 3,240	\$ 43,440	
3	Maximum Benefit Annual Report	48	40	12	108	\$ 19,160		\$ 19,160	
4	Project Management and QA/QC	40			40	\$ 9,000		\$ 9,000	
<b>Total Hours and Fee</b>		<b>120</b>	<b>296</b>	<b>128</b>	<b>552</b>	<b>\$ 89,760</b>	<b>\$ 4,140</b>	<b>\$ 93,900</b>	

Percent of Hours: 22% 54% 23% 1% 100%

1) Direct costs include administration, reproduction of reports and transportation/lodging costs for site inspection and interviews.



**DUDEK  
2016 STANDARD SCHEDULE OF CHARGES**

**ENGINEERING SERVICES**

Project Director.....	\$265.00/hr
Principal Engineer III.....	\$235.00/hr
Principal Engineer II.....	\$225.00/hr
Principal Engineer I.....	\$215.00/hr
Program Manager.....	\$205.00/hr
Senior Project Manager.....	\$205.00/hr
Project Manager.....	\$195.00/hr
Senior Engineer III.....	\$195.00/hr
Senior Engineer II.....	\$185.00/hr
Senior Engineer I.....	\$175.00/hr
Project Engineer IV/Technician IV.....	\$165.00/hr
Project Engineer III/Technician III.....	\$150.00/hr
Project Engineer II/Technician II.....	\$135.00/hr
Project Engineer I/Technician I.....	\$120.00/hr
Project Coordinator.....	\$95.00/hr
Engineering Assistant.....	\$85.00/hr

**ENVIRONMENTAL SERVICES**

Principal.....	\$240.00/hr
Senior Project Manager/Specialist II.....	\$225.00/hr
Senior Project Manager/Specialist I.....	\$215.00/hr
Environmental Specialist/Planner VI.....	\$195.00/hr
Environmental Specialist/Planner V.....	\$175.00/hr
Environmental Specialist/Planner IV.....	\$165.00/hr
Environmental Specialist/Planner III.....	\$155.00/hr
Environmental Specialist/Planner II.....	\$135.00/hr
Environmental Specialist/Planner I.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

**COASTAL PLANNING/POLICY SERVICES**

Senior Project Manager/Coastal Planner II.....	\$220.00/hr
Senior Project Manager/Coastal Planner I.....	\$210.00/hr
Environmental Specialist/Coastal Planner VI.....	\$200.00/hr
Environmental Specialist/Coastal Planner V.....	\$180.00/hr
Environmental Specialist/Coastal Planner IV.....	\$170.00/hr
Environmental Specialist/Coastal Planner III.....	\$160.00/hr
Environmental Specialist/Coastal Planner II.....	\$150.00/hr
Environmental Specialist/Coastal Planner I.....	\$140.00/hr

**ARCHAEOLOGICAL SERVICES**

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist VI.....	\$185.00/hr
Environmental Specialist/Archaeologist V.....	\$165.00/hr
Environmental Specialist/Archaeologist IV.....	\$155.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II.....	\$135.00/hr
Environmental Specialist/Archaeologist I.....	\$125.00/hr
Environmental Specialist/Paleontologist III.....	\$165.00/hr
Environmental Specialist/Paleontologist II.....	\$145.00/hr
Environmental Specialist/Paleontologist I.....	\$125.00/hr
Paleontological Technician III.....	\$85.00/hr
Paleontological Technician II.....	\$75.00/hr
Paleontological Technician I.....	\$55.00/hr
Archaeologist Technician II.....	\$75.00/hr
Archaeologist Technician I.....	\$55.00/hr

**CONSTRUCTION MANAGEMENT SERVICES**

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

**COMPLIANCE SERVICES**

Compliance Director.....	\$205.00/hr
Compliance Manager.....	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

**HYDROGEOLOGICAL SERVICES**

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI.....	\$160.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$140.00/hr
Hydrogeologist III/Engineer III.....	\$130.00/hr
Hydrogeologist II/Engineer II.....	\$120.00/hr
Hydrogeologist I/Engineer I.....	\$110.00/hr
Technician.....	\$100.00/hr

**DISTRICT MANAGEMENT & OPERATIONS**

District General Manager.....	\$185.00/hr
District Engineer.....	\$175.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$90.00/hr
Grade III Operator.....	\$85.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

**OFFICE SERVICES**

*Technical/Drafting/CADD Services*

3D Graphic Artist.....	\$155.00/hr
Senior Designer.....	\$145.00/hr
Designer.....	\$135.00/hr
Assistant Designer.....	\$130.00/hr
GIS Programmer I.....	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III.....	\$145.00/hr
GIS Specialist II.....	\$135.00/hr
GIS Specialist I.....	\$125.00/hr
CADD Operator III.....	\$125.00/hr
CADD Operator II.....	\$120.00/hr
CADD Operator I.....	\$105.00/hr
CADD Drafter.....	\$95.00/hr
CADD Technician.....	\$85.00/hr

**SUPPORT SERVICES**

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration II.....	\$85.00/hr
Clerical Administration I.....	\$80.00/hr

**Forensic Engineering** – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.75 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Travel Expenses** – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

**Invoices/Late Charges** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

**Annual Increases** – Unless identified otherwise, these standard rates will increase 3% annually.

# Director Comments



Yucaipa Valley Water District

# Adjournment



Yucaipa Valley Water District



## FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

**Service Area Size:** 40 square miles (sphere of influence is 68 square miles)

**Elevation Change:** 3,140 foot elevation change (from 2,044 to 5,184 feet)

**Number of Employees:** 5 elected board members  
62 full time employees

**Operating Budget:** Water Division - \$13,397,500  
Sewer Division - \$11,820,000  
Recycled Water Division - \$537,250  
Total Annual Budget - \$25,754,750

**Number of Services:** 12,434 water connections serving 17,179 units  
13,559 sewer connections serving 20,519 units  
64 recycled water connections

**Water System:** 215 miles of drinking water pipelines  
27 reservoirs - 34 million gallons of storage capacity  
18 pressure zones  
12,000 ac-ft annual water demand (3.9 billion gallons)  
Two water filtration facilities:  
- 1 mgd at Oak Glen Surface Water Filtration Facility  
- 12 mgd at Yucaipa Valley Regional Water Filtration Facility

**Sewer System:** 8.0 million gallon treatment capacity - current flow at 4.0 mgd  
205 miles of sewer mainlines  
5 sewer lift stations  
4,500 ac-ft annual recycled water prod. (1.46 billion gallons)

**Recycled Water:** 22 miles of recycled water pipelines  
5 reservoirs - 12 million gallons of storage  
1,200 ac-ft annual recycled demand (0.4 billion gallons)

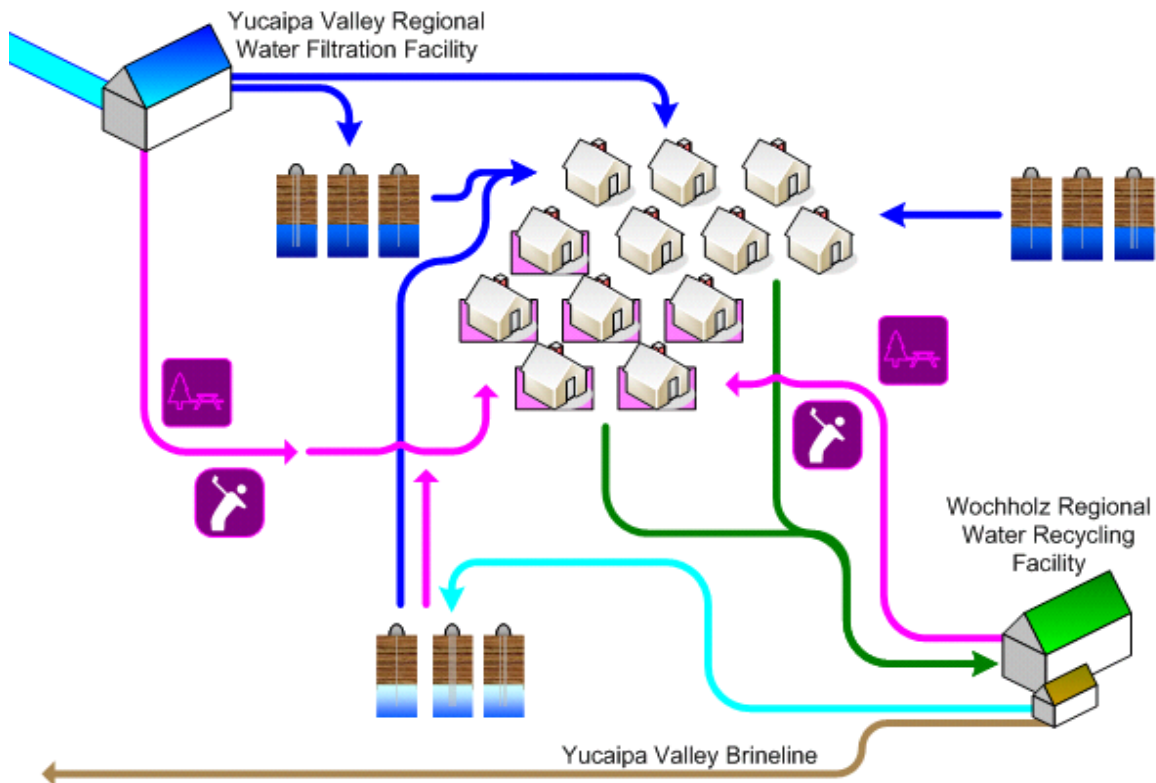
**Brine Disposal:** 2.2 million gallon desalination facility at sewer treatment plant  
1.108 million gallons of Inland Empire Brine Line capacity  
0.295 million gallons of treatment capacity in Orange County



**State Water Contractors:** San Bernardino Valley Municipal Water District  
San Geronimo Pass Water Agency



**Sustainability Plan:** A Strategic Plan for a Sustainable Future: The Integration and Preservation of Resources, adopted on August 20, 2008.





## THE MEASUREMENT OF WATER PURITY

**One part per hundred** is generally represented by the percent (%).  
This is equivalent to about fifteen minutes out of one day.

**One part per thousand** denotes one part per 1000 parts.  
This is equivalent to about one and a half minutes out of one day.

**One part per million (ppm)** denotes one part per 1,000,000 parts.  
This is equivalent to about 32 seconds out of a year.

**One part per billion (ppb)** denotes one part per 1,000,000,000 parts.  
This is equivalent to about three seconds out of a century.

**One part per trillion (ppt)** denotes one part per 1,000,000,000,000 parts.  
This is equivalent to about three seconds out of every hundred thousand years.

**One part per quadrillion (ppq)** denotes one part per 1,000,000,000,000,000 parts.  
This is equivalent to about two and a half minutes out of the age of the Earth (4.5 billion years).





## GLOSSARY OF COMMONLY USED TERMS

Every profession has specialized terms which generally evolve to facilitate communication between individuals. The routine use of these terms tends to exclude those who are unfamiliar with the particular specialized language of the group. Sometimes jargon can create communication cause difficulties where professionals in related fields use different terms for the same phenomena.

Below are commonly used water terms and abbreviations with commonly used definitions. If there is any discrepancy in definitions, the District's Regulations Governing Water Service is the final and binding definition.

**Acre Foot of Water** - The volume of water (325,850 gallons, or 43,560 cubic feet) that would cover an area of one acre to a depth of 1 foot.

**Activated Sludge Process** – A secondary biological sewer treatment process where bacteria reproduce at a high rate with the introduction of excess air or oxygen, and consume dissolved nutrients in the wastewater.

**Annual Water Quality Report** - The document is prepared annually and provides information on water quality, constituents in the water, compliance with drinking water standards and educational material on tap water. It is also referred to as a Consumer Confidence Report (CCR).

**Aquifer** - The natural underground area with layers of porous, water-bearing materials (sand, gravel) capable of yielding a supply of water; see Groundwater basin.

**Backflow** - The reversal of water's normal direction of flow. When water passes through a water meter into a home or business it should not reverse flow back into the water mainline.

**Best Management Practices (BMPs)** - Methods or techniques found to be the most effective and practical means in achieving an objective. Often used in the context of water conservation.

**Biochemical Oxygen Demand (BOD)** – The amount of oxygen used when organic matter undergoes decomposition by microorganisms. Testing for BOD is done to assess the amount of organic matter in water.

**Biosolids** – Biosolids are nutrient rich organic and highly treated solid materials produced by the sewer treatment process. This high-quality product can be used as a soil amendment on farm land or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

**Catch Basin** – A chamber usually built at the curb line of a street, which conveys surface water for discharge into a storm sewer.

**Capital Improvement Program (CIP)** – Projects for repair, rehabilitation, and replacement of assets. Also includes treatment improvements, additional capacity, and projects for the support facilities.

**Collector Sewer** – The first element of a wastewater collection system used to collect and carry wastewater from one or more building sewer laterals to a main sewer.

**Coliform Bacteria** – A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere and is generally used as an indicator of sewage pollution.

**Combined Sewer Overflow** – The portion of flow from a combined sewer system, which discharges into a water body from an outfall located upstream of a wastewater treatment plant, usually during wet weather conditions.

**Combined Sewer System**– Generally older sewer systems designed to convey both sewage and storm water into one pipe to a wastewater treatment plant.

**Conjunctive Use** - The coordinated management of surface water and groundwater supplies to maximize the yield of the overall water resource. Active conjunctive use uses artificial recharge, where surface water is intentionally percolated or injected into aquifers for later use. Passive conjunctive use is to simply rely on surface water in wet years and use groundwater in dry years.

**Consumer Confidence Report (CCR)** - see Annual Water Quality Report.

**Cross-Connection** - The actual or potential connection between a potable water supply and a non-potable source, where it is possible for a contaminant to enter the drinking water supply.

**Disinfection By-Products (DBPs)** - The category of compounds formed when disinfectants in water systems react with natural organic matter present in the source water supplies. Different disinfectants produce different types or amounts of disinfection byproducts. Disinfection byproducts for which regulations have been established have been identified in drinking water, including trihalomethanes, haloacetic acids, bromate, and chlorite

**Drought** - a period of below average rainfall causing water supply shortages.

**Dry Weather Flow** – Flow in a sanitary sewer during periods of dry weather in which the sanitary sewer is under minimum influence of inflow and infiltration.

**Fire Flow** - The ability to have a sufficient quantity of water available to the distribution system to be delivered through fire hydrants or private fire sprinkler systems.

**Gallons per Capita per Day (GPCD)** - A measurement of the average number of gallons of water use by the number of people served each day in a water system. The calculation is made by dividing the total gallons of water used each day by the total number of people using the water system.

**Groundwater Basin** - An underground body of water or aquifer defined by physical boundaries.

**Groundwater Recharge** - The process of placing water in an aquifer. Can be a naturally occurring process or artificially enhanced.

**Hard Water** - Water having a high concentration of minerals, typically calcium and magnesium ions.

**Hydrologic Cycle** - The process of evaporation of water into the air and its return to earth in the form of precipitation (rain or snow). This process also includes transpiration from plants, percolation into the ground, groundwater movement, and runoff into rivers, streams and the ocean; see Water cycle.

**Infiltration** – Water other than sewage that enters a sewer system and/or building laterals from the ground through defective pipes, pipe joints, connections, or manholes. Infiltration does not include inflow. See *Inflow*.

**Inflow** - Water other than sewage that enters a sewer system and building sewer from sources such as roof vents, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm drains and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include infiltration. See *Infiltration*.

**Inflow / Infiltration (I/I)** – The total quantity of water from both inflow and infiltration.

**Mains, Distribution** - A network of pipelines that delivers water (drinking water or recycled water) from transmission mains to residential and commercial properties, usually pipe diameters of 4" to 16".

**Mains, Transmission** - A system of pipelines that deliver water (drinking water or recycled water) from a source of supply the distribution mains, usually pipe diameters of greater than 16".

**Meter** - A device capable of measuring, in either gallons or cubic feet, a quantity of water delivered by the District to a service connection.

**Overdraft** - The pumping of water from a groundwater basin or aquifer in excess of the supply flowing into the basin. This pumping results in a depletion of the groundwater in the basin which has a net effect of lowering the levels of water in the aquifer.

**Peak Flow** – The maximum flow that occurs over a specific length of time (e.g., daily, hourly, instantaneously).

**Pipeline** - Connected piping that carries water, oil or other liquids. See Mains, Distribution and Mains, Transmission.



**Point of Responsibility, Metered Service** - The connection point at the outlet side of a water meter where a landowner's responsibility for all conditions, maintenance, repairs, use and replacement of water service facilities begins, and the District's responsibility ends.

**Potable Water** - Water that is used for human consumption and regulated by the California Department of Public Health.

**Pressure Reducing Valve** - A device used to reduce the pressure in a domestic water system when the water pressure exceeds desirable levels.

**Pump Station** - A drinking water or recycled water facility where pumps are used to push water up to a higher elevation or different location.

**Reservoir** - A water storage facility where water is stored to be used at a later time for peak demands or emergencies such as fire suppression. Drinking water and recycled water systems will typically use concrete or steel reservoirs. The State Water Project system considers lakes, such as Shasta Lake and Folsom Lake to be water storage reservoirs.

**Runoff** - Water that travels downward over the earth's surface due to the force of gravity. It includes water running in streams as well as over land.

**Sanitary Sewer System** - Sewer collection system designed to carry sewage, consisting of domestic, commercial, and industrial wastewater. This type of system is not designed nor intended to carry water from rainfall, snowmelt, or groundwater sources. See *Combined Sewer System*.

**Sanitary Sewer Overflow** – Overflow from a sanitary sewer system caused when total wastewater flow exceeds the capacity of the system. See *Combined Sewer Overflow*.

**Santa Ana River Interceptor (SARI) Line** – A regional brine line designed to convey 30 million gallons per day of non-reclaimable wastewater from the upper Santa Ana River basin to the sewer treatment plant operated by Orange County Sanitation District.

**Secondary Treatment** – Biological sewer treatment, particularly the activated-sludge process, where bacteria and other microorganisms consume dissolved nutrients in wastewater.

**Supervisory Control and Data Acquisition (SCADA)** - A computerized system which provides the ability to remotely monitor and control water system facilities such as reservoirs, pumps and other elements of water delivery.

**Service Connection** - The water piping system connecting a customer's system with a District water main beginning at the outlet side of the point of responsibility, including all plumbing and equipment located on a parcel required for the District's provision of water service to that parcel.

**Sludge** – Untreated solid material created by the treatment of sewage.

**Smart Irrigation Controller** - A device that automatically adjusts the time and frequency which water is applied to landscaping based on real-time weather such as rainfall, wind, temperature and humidity.

**Special District** - A political subdivision of a state established to provide a public services, such as water supply or sanitation, within a specific geographic area.

**Surface Water** - Water found in lakes, streams, rivers, oceans or reservoirs behind dams.

**Total Suspended Solids (TSS)** – The amount of solids floating and in suspension in water or sewage.

**Transpiration** - The process by which water vapor is released into the atmosphere by living plants.

**Trickling Filter** – A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in primary treated sewage as it trickles over them.

**Underground Service Alert (USA)** - A free service that notifies utilities such as water, telephone, cable and sewer companies of pending excavations within the area (dial 8-1-1 at least 2 working days before you dig).

**Urban Runoff** - Water from city streets and domestic properties that typically carries pollutants into the storm drains, rivers, lakes, and oceans.

**Valve** - A device that regulates, directs or controls the flow of water by opening, closing or partially obstructing various passageways.

**Wastewater** – Any water that enters the sanitary sewer.

**Water Banking** - The practice of actively storing or exchanging in-lieu surface water supplies in available groundwater basin storage space for later extraction and use by the storing party or for sale or exchange to a third party. Water may be banked as an independent operation or as part of a conjunctive use program.

**Water cycle** - The continuous movement water from the earth's surface to the atmosphere and back again; see Hydrologic cycle.

**Water Pressure** - Pressure created by the weight and elevation of water and/or generated by pumps that deliver water to the tap.

**Water Service Line** - The pipeline that delivers potable water to a residence or business from the District's water system. Typically the water service line is a 1" to 1½" diameter pipe for residential properties.

**Watershed** - A region or land area that contributes to the drainage or catchment area above a specific point on a stream or river.

**Water Table** - The upper surface of the zone of saturation of groundwater in an unconfined aquifer.

**Water Transfer** - A transaction, in which a holder of a water right or entitlement voluntarily sells/exchanges to a willing buyer the right to use all or a portion of the water under that water right or entitlement.

**Water Well** - A hole drilled into the ground to tap an underground water aquifer.

**Wetlands** - Lands which are fully saturated or under water at least part of the year, like seasonal vernal pools or swamps.

**Wet Weather Flow** – Dry weather flow combined with stormwater introduced into a combined sewer system, and dry weather flow combined with infiltration/inflow into a separate sewer system.





## COMMONLY USED ABBREVIATIONS

<b>AQMD</b>	Air Quality Management District
<b>BOD</b>	Biochemical Oxygen Demand
<b>CARB</b>	California Air Resources Board
<b>CCTV</b>	Closed Circuit Television
<b>CWA</b>	Clean Water Act
<b>EIR</b>	Environmental Impact Report
<b>EPA</b>	U.S. Environmental Protection Agency
<b>FOG</b>	Fats, Oils, and Grease
<b>GPD</b>	Gallons per day
<b>MGD</b>	Million gallons per day
<b>O &amp; M</b>	Operations and Maintenance
<b>OSHA</b>	Occupational Safety and Health Administration
<b>POTW</b>	Publicly Owned Treatment Works
<b>PPM</b>	Parts per million
<b>RWQCB</b>	Regional Water Quality Control Board
<b>SARI</b>	Santa Ana River Inceptor
<b>SAWPA</b>	Santa Ana Watershed Project Authority
<b>SBVMWD</b>	San Bernardino Valley Municipal Water District
<b>SCADA</b>	Supervisory Control and Data Acquisition system
<b>SSMP</b>	Sanitary Sewer Management Plan
<b>SSO</b>	Sanitary Sewer Overflow
<b>SWRCB</b>	State Water Resources Control Board
<b>TDS</b>	Total Dissolved Solids
<b>TMDL</b>	Total Maximum Daily Load
<b>TSS</b>	Total Suspended Solids
<b>WDR</b>	Waste Discharge Requirements
<b>YVWD</b>	Yucaipa Valley Water District